

**BOARD MEETING AGENDA  
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF  
CITRUS HEIGHTS WATER DISTRICT (CHWD)  
AUGUST 18, 2021 beginning at 6:00 PM**

**DISTRICT ADMINISTRATIVE OFFICE  
6230 SYLVAN ROAD, CITRUS HEIGHTS, CA**

**PHONE CALL IN: (253) 215-8782**

**PHONE MEETING ID: 833 5294 7090**

**COMPUTER AUDIO/LIVE MEETING PRESENTATIONS:** <https://zoom.us/j/83352947090>

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the General Manager at (916) 725-6873. Requests must be made as early as possible, and at least one full business day before the start of the meeting. Pursuant to Executive Order N-29-20, the meeting will be held at the listed physical location and electronically through the above phone number.

Directors and members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above. In compliance with the Sacramento County Health Order issued July 29, 2021, individuals must wear face coverings in all other indoor public settings, regardless of their vaccination status, unless they are exempt per the order.

**CALL TO ORDER:**

Upon request, agenda items may be moved to accommodate those in attendance wishing to address that item. Please inform the General Manager.

**ROLL CALL OF DIRECTORS**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT**

**CLOSED SESSION:**

**CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

- a. Pursuant to Section 54956.8:  
Property: Parcel Number 243-0180-012-0000  
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore  
Negotiating Parties: Gloria Dyer  
Under Negotiation: Price and Terms of Payment
  
- b. Pursuant to Section 54956.8:  
Property: Parcel Number 243-0180-001-0000  
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore

Negotiating Parties: Muhammad Arif  
Under Negotiation: Price and Terms of Payment

- c. Pursuant to Section 54956.8:  
Property: Parcel Number 243-0180-002-0000  
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore  
Negotiating Parties: Teresita Kumar, Ashwani Kumar  
Under Negotiation: Price and Terms of Payment
  
- d. Pursuant to Section 54956.8:  
Property: Parcel Number 243-0180-004-0000  
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore  
Negotiating Parties: Dean Eichelmann  
Under Negotiation: Price and Terms of Payment

CL-2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation pursuant to Government Code, section 54956.9(d)(4):  
(one case)

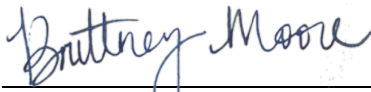
**FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:**

August 18, 2021	6:30 PM	Regular Meeting
September 15, 2021	6:30 PM	Regular Meeting
October 20, 2021	6:30 PM	Regular Meeting
November 17, 2021	6:30 PM	Regular Meeting
December 15, 2021	6:30 PM	Regular Meeting

**ADJOURNMENT:**

**CERTIFICATION:**

I do hereby declare and certify that this agenda for this Special Meeting of the Board of Directors of the Citrus Heights Water District was posted in a location accessible to the public at the District Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 24 hours prior to the special meeting in accordance with Government Code Section 54954.2.



\_\_\_\_\_  
Brittney Moore, Deputy Board Clerk

Dated: August 12, 2021

**BOARD MEETING AGENDA  
REGULAR MEETING OF THE BOARD OF DIRECTORS OF  
CITRUS HEIGHTS WATER DISTRICT (CHWD)  
AUGUST 18, 2021 beginning at 6:30 PM**



**DISTRICT ADMINISTRATIVE OFFICE  
6230 SYLVAN ROAD, CITRUS HEIGHTS, CA**

**PHONE CALL IN: (253) 215-8782**

**PHONE MEETING ID: 833 5294 7090**

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**CALL TO ORDER:**

Upon request, agenda items may be moved to accommodate those in attendance wishing to address that item. Please inform the General Manager.

**ROLL CALL OF DIRECTORS:**

**PLEDGE OF ALLEGIANCE:**

**VISITORS:**

**PUBLIC COMMENT:**

The Public shall have the opportunity to directly address the Board on any item of interest to the public before or during the Board's consideration of that item pursuant to Government Code Section 54954.3. Public comment on items of interest within the jurisdiction of the Board is welcome. The Presiding Officer will limit comments to three (3) minutes per speaker.

(A) Action Item

(D) Discussion Item

(I) Information Item

**CONSENT CALENDAR: (I/A)**

All items under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board, Audience, or Staff request a specific item be removed for separate discussion/action before the motion to approve the Consent Calendar.

CC-1a. Minutes of the Regular Meeting – June 16, 2021 (A)

CC-1b. Minutes of the Special Meeting – June 29, 2021 (A)

Recommendation: Approve the minutes of the June 16, 2021 Regular Meeting, and the June 29, 2021 Special Meeting.

- CC-2. Revenue Analysis Report for June and July 2021 (I)
- CC-3. Assessor/Collector's Roll Adjustment for June and July 2021 (I)
- CC-4. Treasurer's Report for June and July 2021 (I)
- CC-5. Treasurer's Report of Fund Balances for June and July 2021 (I)
- CC-6. Operating Budget Analysis for June and July 2021 (I)
- CC-7. Capital Projects Summary June and July 2021 (I)
- CC-8. Warrants for June and July 2021 (I)
- CC-9. Purchase Card Distributions for June and July 2021 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2021 Water Supply – Purchased and Produced (I)
- CC-15a. June Water Supply Reliability (I)
- CC-15b. July Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. 2021 Strategic Plan Update and 2022 Strategic Plan Approval (A)

Recommendation:

1. Receive and file an update of the 2021 Strategic Plan.
2. Approve the 2022 Strategic Plan, and direct that Strategic Planning Objectives be included in the 2022 proposed budget, which will be considered by the Board of Directors for adoption later in 2021 for The 2022 budget year.

- CC-18. Discussion and Possible Action to Approve Agreement with Flowline Contractors, Inc. for Fair Oaks Water Main Replacement Project (A)

Recommendation:

Accept the bid of Flowline Contractors, Inc. in the amount of \$261,273.00 and establish a contingency fund in the amount of \$26,127.00 (10%), for a total amount of \$287,400.00. Authorize the General Manager to execute an agreement with Flowline Contractors, Inc.

**PRESENTATIONS:**

- P-1. Capital Improvement Program. (CIP) Update

**PUBLIC HEARINGS:**

None.

**STUDY SESSION:**

None.

**BUSINESS:**

- B-1. Discussion and possible Action to Approve District Policy Updates (A)

Recommendations:

1. Approve updates to the District's Board and Officer Policies (2000 Series)
2. Approve updates to the District's Board Meeting Policies (3000 Series)
3. Approve updates to the District's Human Resources Policies (4000 Series)
4. Approve updates to the District's Accounts Receivable Policies (7000 Series)

**MANAGEMENT SERVICES REPORTS (I):**

None.

**CONSULTANTS' AND LEGAL COUNSEL'S REPORTS (I):**

None.

**DIRECTOR'S AND REPRESENTATIVE'S REPORTS (I):**

- D-1. Regional Water Authority (Wheaton).
- D-2. Sacramento Groundwater Authority (Sheehan).
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Wheaton).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Henry).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Talwar/Henry).
- D-8. RWA Legislative and Regulatory Affairs Update (Talwar/Henry).
- D-9. Customer Advisory Committee (Riehle/Henry).
- D-10. Other Reports.

**CLOSED SESSION:**

None.

**FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:**

September 15, 2021	6:30 PM	Regular Meeting
October 20, 2021	6:30 PM	Regular Meeting
November 17, 2021	6:30 PM	Regular Meeting
December 15, 2021	6:30 PM	Regular Meeting

**ADJOURNMENT:**

**CERTIFICATION:**

I do hereby declare and certify that this agenda for this Regular Meeting of the Board of Directors of the Citrus Heights Water District was posted in a location accessible to the public at the District Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 72 hours prior to the special meeting in accordance with Government Code Section 54954.2.

  
\_\_\_\_\_  
Brittney Moore, Deputy Board Clerk

Dated: August 12, 2021

CITRUS HEIGHTS WATER DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING MINUTES  
June 16, 2021

The Regular Meeting of the Board of Directors was called to order at 6:31 p.m. by President Wheaton and roll was called. Present were:

David C. Wheaton, President  
Caryl F. Sheehan, Vice President  
Raymond A. Riehle, Director

Staff:

Steve Anderson, General Counsel  
Madeline Henry, Administrative Services Manager/ Chief Board Clerk  
Brian Hensley, Water Resources Supervisor  
Teresa Highsmith, Special Counsel  
Brittney Moore, Management Analyst  
Joshua Nelson, Assistant General Counsel  
Melissa Pieri, Director of Engineering/ District Engineer  
Alberto Preciado, Accounting Manager  
David Rucker, Principal Information Technology Analyst  
Rebecca Scott, Director of Operations  
Hilary Straus, General Manager  
Susan Talwar, Director of Finance and Administrative Services

Karen Blakely, Regional Government Services  
Roger Burton, Precision Actuarial Inc.  
Betsey Cline, Bender Rosenthal  
Jim Crowley, Zanjero  
Dave Wraa, Bender Rosenthal  
Brandon Young, Lance, Soll and Lunghard, LLP.

**PUBLIC COMMENT:**

Paul Helliker, San Juan Water District

**CONSENT CALENDAR:**

- CC-1a. Minutes of the Special Meeting – May 19, 2021 (A)
- CC-1b. Minutes of the Regular Meeting – May 19, 2021 (A)
- CC-1c. Minutes of the Special Meeting – May 26, 2021 (A)  

Recommendation: Approve the minutes of the May 19, 2021 Regular and Special Meetings, and the May 26, 2021 Special Meeting
- CC-2. Revenue Analysis Report for May 2021 (I)
- CC-3. Assessor/Collector's Roll Adjustment for May 2021 (I)
- CC-4. Treasurer's Report for May 2021 (I)
- CC-5. Treasurer's Report of Fund Balances for May 2021 (I)
- CC-6. Operating Budget Analysis for May 2021 (I)
- CC-7. Capital Projects Summary May 2021 (I)
- CC-8. Warrants for May 2021 (I)

- CC-9. Purchase Card Distributions for May 2021 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2021 Water Supply – Purchased and Produced (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Approve Agreement with Lance, Soll & Lunghard LLP For Professional Auditing Services (A)

Recommendation:

Authorize the General Manager to execute an Agreement for Financial Audit Services with Lance, Soll & Lunghard in accordance with their proposal.

- CC-18. Discussion and Possible Action to Approve Agreement with Precision Actuarial Inc. for Actuarial Services (A)

Recommendation:

Authorize the General Manager to execute an Agreement for Actuarial Services with Precision Actuarial Inc. in accordance with their proposal.

- CC-19. Discussion and Possible Action to Adopt Resolution 06-2021 Approving and Confirming the Report of Delinquent Utilities Charges and Requesting Sacramento County to Collect Such Charges on the Tax Roll and Resolution 05-2021 Approving and Confirming the Report of Delinquent Utilities Charges and Requesting Placer County to Collect Such Charges on the Tax Roll (A)

Recommendation:

Adopt Resolutions 06-2021 (Sacramento County) and 05-2021 (Placer County) approving and confirming the Report of Delinquent Utilities Charges and requesting the respective county to place such charges on the respective tax roll.

- CC-20. Discussion and Possible Action to Approve an Updated 42-Inch Main Wheeling Rate and Methodology (A)

Recommendation:

Adopt the updated wheeling rate and methodology for water delivered to SJWD through the CHWD 42-Inch transmission main.

- CC-21. Discussion and Possible Action to Approve Agreement with Bender Rosenthal Incorporated for the District Wide Easement Project (A)

Recommendation:

Authorize the General Manager to execute a Task Order style Professional Services Agreement with Bender Rosenthal Inc. for the District-wide Easement Project and approve a 10% contingency fund.

**ACTION:**

Director Riehle moved and Vice President Sheehan seconded a motion to approve the consent calendar.

The motion carried 3-0 with all Directors voting yes.

**PRESENTATIONS:**

None.

**PUBLIC HEARINGS:**

PH-1. Review and Consideration of the 2020 Urban Water Management Plan, Water Shortage Contingency Plan, And Water Conservation Program (A)

President Wheaton opened the public hearing at 7:48pm.

There was one public comment. Paul Helliker, San Juan Water District.

Water Resources Supervisor Brian Hensley, and Consultant Jim Crowley presented information concerning the 2020 Urban Water Management Plan, Water Shortage Contingency Plan, and Water Conservation Program.

President Wheaton closed the public hearing at 7:52pm.

**ACTION:**

Director Riehle moved and Vice President Sheehan seconded a motion to adopt: Resolution No. 03-2021 Adopting the 2020 Urban Water Management Plan; Resolution No. 04-2021 Adopting the Water Shortage Contingency Plan; and Ordinance No. 01-2021 Adopting the Amended Water Conservation Program.

The motion carried 3-0 with Directors voting yes.

President Wheaton made a motion and Director Riehle seconded a motion to provide direction regarding drought messaging to customers:

Water Conservation Program Stage Adoption

- Stage 1
- Voluntary 10% reduction
- Add current stage to the website
- Continued strong messaging for water efficiency programs/services

The motion carried 3-0 with all Directors voting yes.

**STUDY SESSION:**

None.

**BUSINESS:**

B-1. Discussion and Possible Action to Approve The Projected Staffing Requirements Report for Years 2021-2045.

**ACTION:**

Director Riehle moved and Vice President Sheehan seconded a motion to approve the Citrus Heights Water District Projected Staffing Requirements Report for Years 2021 Through 2045 and authorize staff to proceed with the Corporation Yard Pre-Architectural Study.

The motion carried 3-0 with all Directors voting yes.



**MANAGEMENT SERVICES REPORTS (I):**

None.

**CONSULTANTS' AND LEGAL COUNSEL'S REPORTS (I):**

None.

**DIRECTOR'S AND REPRESENTATIVE'S REPORTS (I):**

- D-1. Regional Water Authority (Wheaton).
- D-2. Sacramento Groundwater Authority (Sheehan).
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Wheaton).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Henry).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Talwar/Henry).
- D-8. RWA Legislative and Regulatory Affairs Update (Talwar/Henry).
- D-9. Customer Advisory Committee (Riehle/Henry).
- D-10. Other Reports.

**CLOSED SESSION:**

None.

**ADJOURNMENT:**

There being no other business to come before the Board, the meeting was adjourned at 9:19 p.m.

APPROVED:

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BRITTNEY C. MOORE  
Deputy Secretary  
Citrus Heights Water District

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DAVID C. WHEATON, President  
Board of Directors  
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT  
JOINT BOARD OF DIRECTORS/CUSTOMER ADVISORY COMMITTEE SPECIAL MEETING  
MINUTES  
June 29, 2021

The Special Meeting of the Board of Directors and the Customer Advisory Committee was called to order at 6:33 p.m. by Vice President Sheehan and roll was called. Present were:

David C. Wheaton, President  
Caryl F. Sheehan, Vice President  
Raymond A. Riehle, Director

**Staff:**

Steve Anderson, General Counsel  
Brittney Moore, Senior Management Analyst  
Melissa Pieri, Director of Engineering/ District Engineer  
David Rucker, Principal Information Technology Analyst  
Rebecca Scott, Director of Operations  
Hilary Straus, General Manager  
Susan Talwar, Director of Finance and Administrative Services

Andrew Macdonald, Consultant  
Habib Isaac, Consultant  
Laura Mason-Smith, Consultant

**PUBLIC COMMENT:**

Richard Moses, Customer Advisory Committee  
Julie Byers, Customer Advisory Committee  
Kimberly Berg, Customer Advisory Committee  
Mike Nishimura, Customer Advisory Committee  
Andrew Johnson, Customer Advisory Committee  
Jodi Ash, Customer Advisory Committee  
Suzanne Guthrie, Customer Advisory Committee

**BUSINESS:**

B-1. Discussion and Possible Action to Approve the Project 2030 Water Main Replacement Study

**ACTION:**

Director Riehle moved and President Wheaton seconded a motion to adopt the Project 2030 Study, Which includes revised Alternative 5.4 as the strategy for water main replacements.

The motion carried 3-0 with all Directors voting yes.

President Wheaton moved and Director Riehle seconded a motion to provide consensus direction Concerning the accompanying funding target specified in this Study.

The motion carried 3-0 with all Directors voting yes.

President Wheaton moved and Director Riehle seconded a motion to direct CHWD to develop an education and public engagement strategy supporting the adoption and implementation of Project 2030.

The motion carried 3-0 with all Directors voting yes.

**DIRECTOR'S AND REPRESENTATIVE'S REPORTS (I):**

D-1. Other Reports.

**CLOSED SESSION:**

None.

**ADJOURNMENT:**

There being no other business to come before the Board, the meeting was adjourned at 7:55 p.m.

APPROVED:

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BRITTNEY C. MOORE  
Deputy Secretary  
Citrus Heights Water District

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DAVID C. WHEATON, President  
Board of Directors  
Citrus Heights Water District

JUNE 2021

REVENUE ANALYSIS

Outstanding Receivables

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
1,558,273	1,418,779	103,848	37,494	103,092	104,940

General Ledger Balance	Total
Outstanding A/R	1,644,768.07
Outstanding Liens	-
Outstanding Grants	946
A/R Other	(24,888)
Less Unapplied Payments	(106,307)
<b>Total</b>	<b>\$ 1,514,519</b>

**CITRUS HEIGHTS WATER DISTRICT  
ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR  
June 30, 2021**

CC-03

*There were no adjustments made for June 2021.*

<b>Reason For Cancellation</b>	<b>Charge Type</b>	<b>Amount</b>
		<u>\$ -</u>

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS  
JUNE 2021**


<b>Bank of the West</b>			
<b>Beginning Balance</b>			\$8,650,438
<b>RECEIPTS:</b>		1,723,898	
<b>DISBURSEMENTS:</b>			
Checks Issued / ACH Payments	1,294,600		
Payroll	390,253		
Returned Checks	3,633		
		1,688,487	35,411
<b>Bank of the West</b>			
<b>Balance per Bank 06/30/2021</b>			8,685,850
Outstanding Checks			(362,987)
Deposit in Transit			103,417
<b>Balance Per Books 06/30/2021</b>			\$8,426,280


<b>RECONCILEMENT:</b>			
Bank of the West			\$8,426,280
Local Agency Investment Fund			10,506,149
Money Mkt Activity Account			543,992
<b>TOTAL BALANCE</b>			\$19,476,421

<b>CASH &amp; INVESTMENT SUMMARY:</b>			
Bank of the West (General Account)			8,426,280
Local Agency Investment Fund			10,506,149
Money Mkt Activity Account			543,992
<b>Total</b>			\$19,476,421

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	0.44%	7,100.14	4/15/2021

I certify that this report accurately reflects all pooled investments and is in compliance with applicable State of California Government Codes and is in conformity with Investment of District Funds Policy 6300. As Treasurer of the Citrus Heights Water District, I hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six months' estimated expenditures.


  
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**SUSAN K. TALWAR**  
 Treasurer

  
 \_\_\_\_\_  
**HILARY M. STRAUS**  
 Secretary

Signed: 07/29/2021

**TREASURER'S REPORT OF FUND BALANCES**  
**June 30, 2021**

Fund Name	Beginning Balance 01/01/2021	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 06/30/2021	2021 Target Balance per Policy
<b>Operating Fund</b>	\$ 5,562,075	\$ 6,489,685	\$ (8,983,909)	\$ 1,723,919	\$ (1,688,508)	\$ 3,103,262	\$ 2,334,017
<b>Operating Reserve</b>	\$ 3,592,065	\$ -	\$ -	\$ -	\$ -	\$ 3,592,065	N/A
<b>Rate Stabilization Fund</b>	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000
<b>Capital Improvement Reserve</b>	\$ 2,796,860	\$ -	\$ -	\$ -	\$ -	\$ 2,796,860	\$ 2,681,248
<b>Restricted for Debt Service</b>	\$ 536,963	\$ -	\$ -	\$ -	\$ -	\$ 536,963	N/A
<b>Water Supply Reserve</b>	\$ 1,623,173	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 2,623,173	N/A
<b>Water Efficiency Reserve</b>	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
<b>Water Meter Replacement Reserve</b>	\$ 1,525,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 1,725,000	N/A
<b>Fleet Equipment Reserve</b>	\$ 334,253	\$ -	\$ -	\$ -	\$ -	\$ 334,253	\$ 318,559
<b>Employment-Related Benefits Reserve</b>	\$ 405,319	\$ 581,643	\$ -	\$ -	\$ -	\$ 986,962	\$ 986,962
	<b><u>\$ 17,575,708</u></b>	<b><u>8,271,328</u></b>	<b><u>\$ (8,983,909)</u></b>	<b><u>\$ 1,723,919</u></b>	<b><u>\$ (1,688,508)</u></b>	<b><u>\$ 16,898,538</u></b>	<b><u>\$ 7,520,786</u></b>

  
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 SUSAN K. TALWAR, Treasurer

**TREASURER'S REPORT OF FUND BALANCES  
June 30, 2021**

**Fund Transfers Summary:**

The Operating Fund Transferred:	\$ 1,723,919	from funds collected in June 2021 per Treasurer's Report
	<u>\$ (1,688,508)</u>	disbursements made in June 2021 per Treasurer's Report
	\$ 35,411	



Citrus Heights Water District  
Budget Performance Report  
As of 6/30/2021

	June	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
<b>Revenues</b>						
Metered Service Charges	\$1,138,810.47	\$5,361,949.51	\$4,793,046.00	\$568,903.51	11.87%	\$9,586,090.00
Metered Water Deliveries	932,403.73	2,375,455.82	1,838,817.00	536,638.82	29.18%	5,234,960.00
Non-Metered Service Charges	15,122.32	54,044.43	70,002.00	(15,957.57)	-22.80%	140,000.00
Penalties	279.97	2,985.97	52,688.00	(49,702.03)	-94.33%	150,000.00
Interest	2,379.63	24,482.26	22,770.00	1,712.26	7.52%	45,535.00
Backflow Fees	7,456.20	30,185.20	58,002.00	(27,816.80)	-47.96%	116,000.00
Water Service Install & S&R	29,295.00	153,175.03	13,650.00	139,525.03	1022.16%	27,300.00
Grant Funds		1,387.50		1,387.50	0.00%	0.00
Miscellaneous *	447.10	15,124.37	73,500.00	(58,375.63)	-79.42%	147,000.00
Cost Reimbursements		29,534.20		29,534.20	0.00%	0.00
Income - Wheeling Water		9,189.78	1,350.00	7,839.78	580.72%	2,700.00
Income - Connection Fees	87,072.00	259,514.75		259,514.75	0.00%	0.00
<b>Total Revenue</b>	<b>2,213,266.42</b>	<b>8,317,028.82</b>	<b>6,923,825.00</b>	<b>1,393,203.82</b>	<b>20.12%</b>	<b>15,449,585.00</b>
& other Miscellaneous Revenue Sources						
<b>Operating Expenses</b>						
<b>Cost of Water</b>						
Purchased Water		1,190,151.72	1,592,932.20	(402,780.48)	-25.29%	3,185,864.40
Ground Water	81,252.20	412,504.96	476,002.38	(63,497.42)	-13.34%	952,004.76
	81,252.20	1,602,656.68	2,068,934.58	(466,277.90)	-22.54%	4,137,869.16
<b>Labor &amp; Benefits</b>						
Labor Regular	288,175.42	1,601,843.91	1,679,772.66	(77,928.75)	-4.64%	3,359,545.32
Labor Non-Regular	236.76	4,248.14		4,248.14	0.00%	
Labor Taxes	22,492.08	126,065.89	133,610.28	(7,544.39)	-5.65%	267,220.56
Labor Workers Comp		13,881.96	45,750.00	(31,868.04)	-69.66%	91,500.00
Labor External	12,206.25	50,212.70	63,040.02	(12,827.32)	-20.35%	126,080.04
Benefits Med/Den/Vis	37,625.81	265,415.80	257,200.86	8,214.94	3.19%	514,401.72
Benefits LTD/Life/EAP	3,485.60	25,480.05	26,457.06	(977.01)	-3.69%	52,914.12
Benefits CalPers	12,179.76	122,098.77	165,309.60	(43,210.83)	-26.14%	330,619.20
Benefits Other	8,563.85	57,468.73	64,565.22	(7,096.49)	-10.99%	129,130.44
Benefit Retiree Expenses	3,593.05	22,288.10	28,421.22	(6,133.12)	-21.58%	56,842.44
Benefit Unemployment			4,630.38	(4,630.38)	-100.00%	9,260.76
Benefit GASB 68		193,525.00	204,525.00	(11,000.00)	-5.38%	409,050.00
Capitalized Labor & Benefit Contra	(45,081.36)	(256,847.49)	(250,000.02)	(6,847.47)	2.74%	(500,000.04)
	343,477.22	2,225,681.56	2,423,282.28	(197,600.72)	-8.15%	4,846,564.56
<b>General &amp; Administrative</b>						
Fees & Charges	11,425.78	60,799.95	104,512.50	(43,712.55)	-41.83%	209,025.00
Regulatory Compliance/Permits	125.00	50,086.51	59,987.52	(9,901.01)	-16.51%	119,975.04
District Events & Recognition	2,255.66	14,784.74	48,361.56	(33,576.82)	-69.43%	96,723.12
Maintenance/Licensing	17,208.53	140,613.84	72,400.50	68,213.34	94.22%	144,801.00
Equipment Maintenance	9,207.03	32,227.67	56,687.46	(24,459.79)	-43.15%	113,374.92
Professional Development	2,285.00	11,703.37	67,094.52	(55,391.15)	-82.56%	134,189.04
Department Admin			13,350.06	(13,350.06)	-100.00%	26,700.12

Citrus Heights Water District  
Budget Performance Report  
As of 6/30/2021

	June	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Dues & Subscriptions	436.17	141,883.62	103,961.52	37,922.10	36.48%	207,923.04
Fuel & Oil	5,724.35	28,042.39	31,620.00	(3,577.61)	-11.31%	63,240.00
General Supplies	9,525.15	41,373.93	34,599.96	6,773.97	19.58%	69,199.92
Insurance - Auto/Prop/Liab		70,238.06	51,000.00	19,238.06	37.72%	102,000.00
Leasing/Equipment Rental	3,193.38	14,042.69	19,950.00	(5,907.31)	-29.61%	39,900.00
Parts & Materials	45,077.99	200,845.01	27,499.98	173,345.03	630.35%	54,999.96
Postage/Shipping/Freight	4,433.26	29,542.50	86,250.00	(56,707.50)	-65.75%	172,500.00
Rebates & Incentives	1,538.96	4,108.96	16,999.98	(12,891.02)	-75.83%	33,999.96
Telecom/Network	2,618.50	18,530.56	34,069.98	(15,539.42)	-45.61%	68,139.96
Tools & Equipment	4,900.84	25,646.77	44,800.02	(19,153.25)	-42.75%	89,600.04
Utilities	487.94	2,891.96		2,891.96	0.00%	
Write-Off Bad Debt Exp		21.44	2,500.02	(2,478.58)	-99.14%	5,000.04
Capitalized G&A Contra	(17,718.26)	(173,143.11)		(173,143.11)	0.00%	
Capitalized Equipment Contra	(38,238.31)	(149,360.98)		(149,360.98)	0.00%	
	<u>64,486.97</u>	<u>564,879.88</u>	<u>875,645.58</u>	<u>(310,765.70)</u>	<u>-35.49%</u>	<u>1,751,291.16</u>
Professional & Contract Services						
Support Services	130,149.87	522,594.37	886,732.56	(364,138.19)	-41.07%	1,773,465.12
Legal Services	8,082.50	74,081.50	206,249.94	(132,168.44)	-64.08%	412,499.88
Printing Services	2450	7,722.61	17,850.06	(10,127.45)	-56.74%	35,700.12
	<u>140,682.37</u>	<u>604,398.48</u>	<u>1,110,832.56</u>	<u>(506,434.08)</u>	<u>-45.59%</u>	<u>2,221,665.12</u>
Reserves & Debt Services						
Interest Expense		6,590.62	37,366.69	(30,776.07)	-82.36%	74,733.37
Net Increase(Decrease) in Value of Investments		14,738.10		14,738.10	0.00%	
		<u>21,328.72</u>	<u>37,366.69</u>	<u>(16,037.97)</u>	<u>-42.92%</u>	<u>74,733.37</u>
Total Operating Expenses	<u>629,898.76</u>	<u>5,018,945.32</u>	<u>6,516,061.69</u>	<u>(1,497,116.37)</u>	<u>-22.98%</u>	<u>13,032,123.37</u>
Net Income / (Expense)	<u>1,583,367.66</u>	<u>3,298,083.50</u>	<u>407,763.31</u>	<u>2,890,320.19</u>	<u>708.82%</u>	<u>2,417,461.63</u>

Citrus Heights Water District  
 Capital Projects Summary  
 Fiscal Period End as of 6/2021

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	
C16-134	Auburn Blvd-Rusch Park Placer	\$167,000	\$1,438	\$0	\$2,525	\$3,963	\$163,037
C19-108	6230 Sylvan East Wall	\$245,000	\$7,653	\$2,205	\$9,095	\$16,748	\$228,252
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$1,676	\$0	\$0	\$1,676	\$98,324
C20-109	Corp Yard Plans Specs Estimate	\$400,000	\$0	\$0	\$0	\$0	\$400,000
<b>Construction in Progress</b>		<b>\$912,000</b>	<b>\$10,767</b>	<b>\$2,205</b>	<b>\$11,620</b>	<b>\$22,387</b>	<b>\$889,613</b>
C21-010	Water Main Replacements	\$72,100	\$0	\$0	\$0	\$0	\$72,100
C21-011	Water Valve Replacements	\$103,000	\$0	\$3,044	\$20,576	\$20,576	\$82,424
C21-012	Water Service Connections	\$875,500	\$0	\$98,133	\$406,726	\$406,726	\$468,774
C21-013	Water Meter Replacements	\$500,000	\$0	\$1,284	\$76,907	\$76,907	\$423,093
C21-014	Fire Hydrants	\$164,800	\$0	\$6,637	\$44,606	\$44,606	\$120,194
<b>Annual Infrastructure</b>		<b>\$1,715,400</b>	<b>\$0</b>	<b>\$109,098</b>	<b>\$548,815</b>	<b>\$548,815</b>	<b>\$1,166,585</b>
C15-104B	Document Management System	\$244,639	\$5,361	\$0	\$0	\$5,361	\$239,278
C21-003	Fleet/Field Operations Equip	\$260,000	\$0	\$0	\$0	\$0	\$260,000
C21-004	Technology Hardware/Software	\$56,650	\$0	\$6,252	\$12,841	\$12,841	\$43,809
<b>Fleet and Equipment</b>		<b>\$561,289</b>	<b>\$5,361</b>	<b>\$6,252</b>	<b>\$12,841</b>	<b>\$18,202</b>	<b>\$543,087</b>
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,979	\$91	\$0	\$0	\$91	\$24,888
C19-106	Wells Ave Main 8"	\$219,003	\$30,302	\$109,260	\$152,762	\$183,064	\$35,939
C20-101	Fair Oaks Blvd	\$475,137	\$10,210	\$3,689	\$29,163	\$39,373	\$435,764
C20-102	Langley Ave & Chance Dr	\$504,057	\$46,739	\$707	\$10,079	\$56,817	\$447,240
C20-103	Marsala Ct	\$31,602	\$22,081	\$0	\$0	\$22,081	\$31,602
C20-104	Skycrest School	\$104,022	\$5,536	\$106	\$6,342	\$11,878	\$92,144
C20-105	Walnut Drive	\$105,247	\$3,732	\$1,872	\$11,234	\$14,967	\$90,280
C20-106	Wisconsin Drive	\$301,990	\$42,391	\$0	\$218,406	\$260,798	\$41,192
C21-101	Antelope & Rusch Park	\$187,741	\$0	\$14,766	\$22,736	\$22,736	\$165,005
C21-102	Old Auburn Road	\$91,459	\$0	\$0	\$422	\$422	\$91,037
C21-103	Pratt Ave	\$39,043	\$0	\$32,424	\$35,204	\$35,204	\$3,839
C21-104	Mesa Verde HS	\$118,779	\$0	\$1,478	\$18,076	\$18,076	\$100,703
C21-105	Madison Ave & Dewey Dr	\$28,138	\$0	\$0	\$0	\$0	\$28,138
<b>Water Mains</b>		<b>\$2,258,974</b>	<b>\$161,082</b>	<b>\$164,300</b>	<b>\$504,424</b>	<b>\$665,506</b>	<b>\$1,615,549</b>

Citrus Heights Water District  
 Capital Projects Summary  
 Fiscal Period End as of 6/2021

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	
C21-005	Facilities Improvements	\$60,000	\$0	\$3,735	\$9,057	\$9,057	\$50,943
C21-040	Other City Partnerships	\$112,551	\$0	\$0	\$0	\$0	\$112,551
C21-040B	Elec. Greenway Bike Trail	\$0	\$0	\$181	\$181	\$181	(\$181)
C21-040C	MSR2S Phase4	\$0	\$0	\$0	\$0	\$0	\$0
C21-040E	Bonita Storm Drain	\$0	\$0	\$0	\$0	\$0	\$0
C21-041	Other Misc Infrastructure	\$112,551	\$0	\$0	\$0	\$0	\$112,551
<b>Miscellaneous Projects</b>		<b>\$285,102</b>	<b>\$0</b>	<b>\$3,916</b>	<b>\$9,238</b>	<b>\$9,238</b>	<b>\$275,864</b>
C17-104	Groundwater Well Property Acq	\$640,000	\$370,943	\$0	\$6,065	\$377,008	\$262,992
C17-104A	Well #7 Patton	\$250,000	\$45,712	\$14,933	\$132,644	\$178,356	\$71,644
C17-104B	Well #8 Highland	\$0	\$37,483	\$1,310	\$211,282	\$248,766	(\$248,766)
C20-107	Well Design & Construction	\$1,105,500	\$0	\$0	\$0	\$0	\$1,105,500
C21-020	Groundwater Well Improvements	\$154,500	\$0	\$0	\$0	\$0	\$154,500
<b>Wells</b>		<b>\$2,150,000</b>	<b>\$454,138</b>	<b>\$16,243</b>	<b>\$349,991</b>	<b>\$804,129</b>	<b>\$1,345,871</b>
<b>Grand Totals:</b>		<b>\$7,882,765</b>	<b>\$631,347</b>	<b>\$302,014</b>	<b>\$1,436,930</b>	<b>\$2,068,277</b>	<b>\$5,836,569</b>

**June 2021 WARRANTS**

<b><u>CHECK</u></b>	<b><u>PAYEE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
71593	Citrus Heights Sentinel	Contract Services-Other	\$4,592.00
71594	William D/Debra J Bridgham	Customer Refund	\$41.07
71595	Vincent A Cook	Customer Refund	\$29.17
71596	Fredrick W/Dorothy Christian	Customer Refund	\$14.66
71597	Gregory M/Kimberley A Tonello	Customer Refund	\$46.57
71598	Jon L/Lana C Dresser	Customer Refund	\$58.12
71599	Robert/Ricko Schelling	Customer Refund	\$43.84
71600	James M/Patricia J Pribble	Customer Refund	\$196.49
71601	Barbara J Brasile	Customer Refund	\$95.54
71602	Russell L Casebeer	Customer Refund	\$1,305.00
71603	Cheryl Greenberg	Customer Refund	\$127.85
71604	Tara Coffman	Customer Refund	\$182.36
71605	Brian/Amanda L Angel	Customer Refund	\$157.49
71606	Dana/Steve Bennett	Customer Refund	\$245.89
71607	Barbara L Funez Living Trust	Customer Refund	\$256.60
71608	Desha N/Matthew C Williams	Customer Refund	\$29.55
71609	James W/Clarita Abarilla Chapman	Customer Refund	\$19.82
71610	John Le	Customer Refund	\$254.37
71611	Marco A/Nicole N Santillan	Customer Refund	\$110.74
71612	Alan G/Dena L Henderson	Customer Refund	\$134.36
71613	Michelle Fugere	Customer Refund	\$112.26
71614	Jamie/Richard Hobbs	Customer Refund	\$26.73
71615	Paul W/Linda C Bernier	Customer Refund	\$27.91
71616	Breckenridge Prop Fund 2016 LLC	Customer Refund	\$14.76
71617	Sierra Equity Acquisitions LLC	Customer Refund	\$23.95
71618	Mosswood Holdings, LLC	Customer Refund	\$92.83
71619	ACWA/JPIA	Workers Comp Insurance	\$96.35
71620	AFLAC	Employee Paid Insurance	\$290.48
71621	Afman Supply	Small Tools	\$952.68
71622	Alexander's Contract Services	Contract Services- Meter Reads	\$4,991.24
71623	All Star Rents	Equipment Rental-Field	\$183.42
71624	AnswerNet	Telephone-Answering Service	\$379.49
71625	Associated Sound	Contract Services-Other	\$1,944.19
71626	Axiom Technologies LLC	Contract Services-Other	\$2,689.00
71627	Bart/Riebes Auto Parts	Repair-Trucks	\$13.74
71628	Bender Rosenthal Incorporated	Contract Services-Engineering	\$711.55
71629	BSK Associates	Water Analysis	\$2,285.00
71630	City of Citrus Heights	Permit Fees	\$2,564.00
71631	Robin Cope	Health Insurance	\$457.00
71632	R&B Company	Material	\$837.61
71633	Josephine K Harder	Customer Refund	\$50.40
71634	County of Sacramento - Clerk	Publication Notices	\$50.00
71635	Cybex	Equipment Rental-Office	\$179.62
71636	Hunt & Sons Inc	Gas & Oil	\$1,573.21
71637	Integrity Administrators Inc	Health Insurance	\$268.18
71638	Franklin/Patricia Jordan	Toilet Rebate Program	\$150.00

## June 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71593	Citrus Heights Sentinel	Contract Services-Other	\$4,592.00
71639	Sherry Kimbrell	Toilet Rebate Program	\$150.00
71640	Moonlight BPO LLC	Contract Services-Bill Print/Mail	\$4,759.89
71641	Jace A Nunues	Continued Education	\$1,300.00
71642	Pace Supply Corp	Material	\$171.85
71643	Post Modern Marketing	Contract Services-Other	\$250.00
71644	Prime Auto Repair	Repair-Trucks	\$1,373.36
71645	Republic Services #922	Utilities	\$282.02
71646	River City Staffing Group	Temporary Labor	\$4,042.50
71647	Rotary Club of Citrus Heights	Dues & Subscriptions	\$50.00
71648	San Juan Water District	Purchased Water	\$647,376.21
71649	Greg Saunders	Contract Services-Other	\$650.00
71650	Scarsdale Security Security Systems Inc	Contract Services-Other	\$284.97
71651	Simon and Company Inc	Contract Services-Other	\$1,000.00
71652	SMUD	Utilities	\$31,747.11
71653	Sonitrol	Equipment Rental-Office	\$196.39
71654	S.I.C.H.	Dues & Subscriptions	\$140.00
71655	Spot on Signs & Graphics	Contract Services-Office Rep/Main	\$235.09
71656	Tee Janitorial & Maintenance	Contract Services-Other	\$2,989.00
71657	TIAA Commercial Finance Inc	Equipment Rental-Office	\$522.59
71658	United Rentals (North America) Inc	Equipment Rental-Field	\$1,738.57
71659	Walker's Office Supplies	Office Expense	\$28.93
71660	Wallace Kuhl & Associates Inc	Contract Services-Miscellaneous	\$440.00
71661	Wex Bank	Gas & Oil	\$3,530.35
71662	Williams+Paddon	Contract Services-Engineering	\$3,390.00
71663	Wolf Consulting	Contract Services-Other	\$4,875.00
71664	Zanjero	Contract Services-Conservation	\$4,120.00
71665	City of Citrus Heights	Permit Fees	\$6,068.00
71666	Ferguson Enterprises Inc #1423	Material	\$17,724.88
71667	Regional Water Authority	Dues & Subscriptions	\$25,000.00
71668	Patrick R/Antoinette M Sabelhaus	Customer Refund	\$59.89
71669	Michael A Danthon	Customer Refund	\$48.35
71670	Timothy E/Christine A Martin	Customer Refund	\$50.41
71671	Chad A/Maria N Wilson	Customer Refund	\$554.15
71672	Suzette S/Lucette S Pereira	Customer Refund	\$81.91
71673	Mozhgan Gharaat	Customer Refund	\$33.56
71674	Eva A Willis	Customer Refund	\$15.32
71675	Amarjeet S/Parminder Kahlon	Customer Refund	\$45.36
71676	Margene Fraser	Customer Refund	\$114.01
71677	John/Elizabeth Martinez	Customer Refund	\$91.50
71678	Next Generation Capital LLC	Customer Refund	\$74.10
71679	Jonathan Young	Customer Refund	\$70.19
71680	Phuong C Nguyen	Customer Refund	\$147.17
71681	Denise Mary Jones	Customer Refund	\$74.36
71682	Jenni/Martha Lopez-Friedrichs	Customer Refund	\$20.27
71683	Wesley/Ashley Aslin	Customer Refund	\$22.56

**June 2021 WARRANTS**

<b><u>CHECK</u></b>	<b><u>PAYEE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
71593	Citrus Heights Sentinel	Contract Services-Other	\$4,592.00
71684	Anastasia Covalenco	Customer Refund	\$62.77
71685	Colton S DeMarr	Customer Refund	\$228.65
71686	Danielle Alm	Customer Refund	\$71.44
71687	AREA Restroom Solutions	Equipment Rental-Field	\$151.04
71688	Bart/Riebes Auto Parts	Repair-Trucks	\$122.73
71689	Colantuono, Highsmith & Whatley, PC	Legal & Audit	\$5,187.00
71690	Consolidated	Telephone-Local/Long Distance	\$1,041.55
71691	Corelogic Information Solutions Inc	Dues & Subscriptions	\$212.18
71692	William T/Trudy A Nearn	Customer Refund	\$9.51
71693	County of Sacramento	Permit Fees	\$125.00
71694	Future Ford	Repair-Trucks	\$212.14
71695	GEI Consultants	Contract Services-Wells	\$572.00
71696	Grainger	Small Tools	\$74.84
71697	Ferguson Enterprises Inc #1423	Material	\$3,231.57
71698	IB Consulting LLC	Contract Services-Financial	\$25,730.00
71699	Lowe's	Supplies-Field	\$891.30
71700	Mitch's Certified Classes	Continued Education	\$700.00
71701	Pacific Gas & Electric	Utilities	\$13.47
71702	Proud AV Inc	Contract Services-Other	\$6,251.68
71703	Quick Quack Car Wash	Maintenance Agreement-Equipment	\$298.30
71704	Robert L/Marilyn J Switzer	Toilet Rebate Program	\$125.94
71705	WaterWise Consulting, Inc	Contract Services- Conservation	\$4,400.00
71706	Warren Consulting Engineers Inc	Contract Services-Engineering	\$14,900.00
71707	City of Citrus Heights	Permit Fees	\$3,604.27
71708	Timothy E/Christine A Martin	Customer Refund	\$239.48
71709	Shirley Ann Miller Estate	Customer Refund	\$110.22
71710	Frank Nieto	Customer Refund	\$165.37
71711	A. Matthew/Cheryl A Rando	Customer Refund	\$144.48
71712	Brian/Ginny E Stephens	Customer Refund	\$10.89
71713	Diane D Wallace	Customer Refund	\$24.74
71714	Ronald D Schley	Customer Refund	\$232.18
71715	Michael Hatfield	Customer Refund	\$92.06
71716	Bethany Investments LLC	Customer Refund	\$111.40
71717	Ryan M/Stacey M Delay	Customer Refund	\$25.30
71718	Geneva/Daniel Faraimo	Customer Refund	\$110.56
71719	ABA DABA Rentals & Sales	Supplies-Field	\$97.73
71720	Arrow Fence Co	Contract Services-Miscellaneous	\$6,603.00
71721	California-Nevada Section AWWA	Dues & Subscriptions	\$285.00
71722	Dennis Bayne	Toilet Rebate Program	\$75.00
71723	Bender Rosenthal Incorporated	Contract Services-Engineering	\$371.92
71724	C.E. Cox Engineering Inc	Contract Services-Engineering	\$106,261.30
71725	California Landscape Associates Inc	Janitorial	\$488.00
71726	College Oak Towing	Repair-Trucks	\$288.75
71727	Fast Action Pest Control	Contract Services-Miscellaneous	\$215.00
71728	Future Ford	Repair-Trucks	\$1,088.54

**June 2021 WARRANTS**

<b><u>CHECK</u></b>	<b><u>PAYEE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
71593	Citrus Heights Sentinel	Contract Services-Other	\$4,592.00
71729	Ferguson Enterprises Inc #1423	Material	\$1,161.29
71730	Harris & Associates	Contract Services-Engineering/Conservation	\$13,220.00
71731	Hunt & Sons Inc	Gas & Oil	\$1,042.05
71732	J Comm Inc	Contract Services-Other	\$4,500.00
71733	Cheryl Buckwalter- Landscape Liaisons	Contract Services-Conservation	\$1,150.00
71734	Kyle Olson	Toilet Rebate Program	\$75.00
71735	Pace Supply Corp	Material	\$2,780.58
71736	Regional Government Services	Contract Services-Other	\$6,429.05
71737	River City Staffing Group	Temporary Labor	\$4,042.50
71738	Sagent	Contract Services-Other	\$13,766.25
71739	Robert Sessions	Toilet Rebate Program	\$150.00
71740	SolarWinds	Maintenance Agreement-Software	\$134.40
71741	Verizon Wireless	Telephone-Wireless	\$1,576.95
71742	Walker's Office Supplies	Office Expense	\$143.36
71743	Wallace Kuhl & Associates Inc	Contract Services-Engineering	\$375.00
71744	Theresa Wright	Toilet Rebate Program	\$75.00
71745	Steven Wylie	Toilet Rebate Program	\$150.00
71746	Zane Dezign	Contract Services-Other	\$131.10
71747	Sagent	Contract Services-Other	\$10,286.25
71748	Jennifer Gillenwater	Customer Refund	\$269.73
71749	Philip D/Michele L Brown	Customer Refund	\$161.82
71750	Frank Nieto	Customer Refund	\$172.78
71751	A Teichert & Son Inc	Customer Refund	\$1,073.22
71752	Jay K/Maylene Kreutzer	Customer Refund	\$21.27
71753	Gary M Moffatt	Customer Refund	\$171.36
71754	Joshua J/Charlene A Uli	Customer Refund	\$30.91
71755	Virginia E Klass	Customer Refund	\$178.18
71756	Alejandro/Jhanea C Yarza	Customer Refund	\$12.08
71757	Cheryl Greenberg	Customer Refund	\$111.49
71758	Gabriella Alvarez	Customer Refund	\$11.87
71759	Nathan J Tammar	Customer Refund	\$18.82
71760	Shawn Nash-Jackson	Customer Refund	\$70.01
71761	Corey A Shedoudy	Customer Refund	\$14.47
71762	Paul W Needham	Customer Refund	\$116.62
71763	Rose Bushnell	Customer Refund	\$11.64
71764	C. E. Cox Engineering, Inc	Customer Refund	\$2,007.00
71765	Mosswood Holdings, LLC	Customer Refund	\$214.75
71766	Debra M Hewling	Customer Refund	\$17.09
71767	AIA Services, LLC/NDS	Contract Services-Other	\$78.12
71768	Alexander's Contract Services	Contract Services- Meter Reads	\$6,207.06
71769	Anaconda Networks	Maintenance Agreement-Software	\$2,133.45
71770	Bart/Riebes Auto Parts	Repair-Trucks	\$138.85
71771	BSK Associates	Water Analysis	\$880.00
71772	California Surveying & Drafting Supply	Small Tools	\$5.00
71773	Colantuono, Highsmith & Whatley, PC	Legal & Audit	\$2,895.50



## June 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71593	Citrus Heights Sentinel	Contract Services-Other	\$4,592.00
71774	Cromer, INC	Repair-Equipment/Hardware	\$1,209.83
71775	Sacramento County Utilities	Utilities	\$153.33
71776	FP Mailing Solutions	Equipment Rental-Office	\$164.86
71777	Government Finance Officers Association	Dues & Subscriptions	\$460.00
71778	Hunt & Sons Inc	Gas & Oil	\$1,151.95
71779	Indoor Environmental Services	Maintenance Agreement-Equipment	\$1,604.23
71780	Innovyze Inc	Maintenance Agreement-Software	\$9,736.59
71781	Integrity Administrators Inc	Health Insurance	\$5,000.00
71782	Kei Window Cleaning #12	Janitorial	\$98.00
71783	Messenger Publishing Group	Publication Notices	\$2,450.00
71784	Moonlight BPO LLC	Contract Services-Bill Print/Mail	\$4,505.82
71785	Neko Industries Inc	Software	\$17,190.00
71786	Pace Supply Corp	Material	\$14,606.15
71787	Rental Guys	Equipment Rental-Field	\$116.89
71788	Regional Government Services	Contract Services-Other	\$4,019.00
71789	Barbara Richards	Toilet Rebate Program	\$87.08
71790	Regional Water Authority	Dues & Subscriptions	\$8,232.00
71791	Sagent	Contract Services-Other	\$1,400.00
71792	Rebecca Scott	Continued Education	\$131.00
71793	SMUD	Utilities	\$43,228.87
71794	Sonsray Machinery, LLC	Maintenance Agreement-Equipment	\$800.65
71795	TIAA Commercial Finance Inc	Equipment Rental-Office	\$522.59
71796	Union Bank Trust Department-Fees	Bank Fee	\$259.65
71797	United Rentals (North America) Inc	Equipment Rental-Field	\$1,693.91
71798	Stephen Walker	Toilet Rebate Program	\$125.94
71799	Walker's Office Supplies	Office Expense	\$60.47
71800	Sagent	Contract Services-Other	\$5,851.93
<b>Total</b>			<b>\$1,183,177.82</b>
ACH	ADP 581241752	Contract Services-Financial	\$329.90
ACH	ADP 582041207	Contract Services-Financial	\$394.40
ACH	BOW MAY 2021	Bank Fee	\$1,009.13
ACH	CALIFORNIA CHOICE JULY 2021	Health Insurance	\$42,449.66
ACH	CHASE MAY 2021	Bank Fee	\$2,481.39
ACH	IC 1168-2021-5	Bank Fee	\$4,840.45
ACH	ICMA 6/10/21 PAYDAY	Deferred Compensation	\$8,116.35
ACH	JP MORGAN MAY 2021	See June Agenda Item CC-9	\$9,602.60
ACH	JP MORGAN MAY 2021 AP	See June Agenda Item CC-9	\$30.00
ACH	PERS 5/27/21 PAYDAY	PERS	\$23,190.95
ACH	PERS PREFUNDING/DISTRIBUTIONS	PERS	\$143,698.41
ACH	PRINCIPAL JULY 2021	Health Insurance	\$8,622.41
ACH	VALIC 6/10/21 PAYDAY	Deferred Compensation	\$2,127.51
ACH	ICMA 5/27/21 PAYDAY	Deferred Compensation	\$8,116.35
ACH	VALIC 5/27/51 PAYDAY	Deferred Compensation	\$2,127.51
<b>Total</b>			<b>\$257,137.02</b>
<b>Grand Total</b>			<b>\$1,440,314.84</b>

**JP Morgan Purchase Card Distributions  
Jun-21**

<b>Name</b>	<b>District Events &amp; Recognition</b>	<b>Maintenance/ Licensing</b>	<b>Tools &amp; Equipment</b>	<b>General Supplies</b>	<b>Professional Development</b>	<b>CIP</b>	<b>Dues &amp; Subscription</b>	<b>Total Bill</b>
Shockley	\$ 1,715.54		\$ 3,848.59		\$ 1,183.96	\$ 15.00		\$ 6,763.09
Rucker		\$ 2,349.55						\$ 2,349.55
Moore	\$ 80.87				\$ 90.00			\$ 170.87
Talwar	\$ 426.92	\$ 275.00			\$ 799.00		\$ 3.99	\$ 1,504.91
Cutler	\$ 76.77			\$ 23.82				\$ 100.59
Scott					\$ 249.99	\$ 625.00		\$ 874.99
Pieri	\$ 32.19							\$ 32.19
<b>Total Bill</b>	<b>\$ 2,332.29</b>	<b>\$ 2,624.55</b>	<b>\$ 3,848.59</b>	<b>\$ 23.82</b>	<b>\$ 2,322.95</b>	<b>\$ 640.00</b>	<b>\$ 3.99</b>	<b>\$ 11,796.19</b>

JULY 2021

REVENUE ANALYSIS

**Outstanding Receivables**

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
882,913	707,152	152,529	34,540	105,286	116,593

General Ledger Balance	Total
Outstanding A/R	981,504.07
Outstanding Liens	-
Outstanding Grants	946
A/R Other	(25,348)
Less Unapplied Payments	(117,943)
<b>Total</b>	<b>\$ 839,160</b>

**CITRUS HEIGHTS WATER DISTRICT  
ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR  
July 31, 2021**

CC-03

*There were no adjustments made for July 2021.*

<b>Reason For Cancellation</b>	<b>Charge Type</b>	<b>Amount</b>
		\$ -

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS  
JULY 2021**


<b>Bank of the West</b>			
<b>Beginning Balance</b>			\$8,685,850
<b>RECEIPTS:</b>		1,744,604	
<b>DISBURSEMENTS:</b>			
Checks Issued / ACH Payments	4,637,977		
Payroll	830,555		
Returned Checks	<u>2,237</u>		
		<u>5,470,770</u>	<u>(3,726,166)</u>
<b>Bank of the West</b>			
<b>Balance per Bank 07/31/2021</b>			4,959,684
Outstanding Checks			(236,232)
Deposit in Transit			<u>106,520</u>
<b>Balance Per Books 07/31/2021</b>			<b>\$4,829,972</b>


<b>RECONCILEMENT:</b>			
Bank of the West			\$4,829,972
Local Agency Investment Fund			14,514,440
Money Mkt Activity Account			<u>543,997</u>
<b>TOTAL BALANCE</b>			<b><u><u>\$19,888,410</u></u></b>

<b>CASH &amp; INVESTMENT SUMMARY:</b>			
Bank of the West (General Account)			4,829,972
Local Agency Investment Fund			14,514,440
Money Mkt Activity Account			<u>543,997</u>
<b>Total</b>			<b><u><u>\$19,888,410</u></u></b>

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	0.33%	8,291.36	7/15/2021

I certify that this report accurately reflects all pooled investments and is in compliance with applicable State of California Government Codes and is in conformity with Investment of District Funds Policy 6300. As Treasurer of the Citrus Heights Water District, I hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six months' estimated expenditures.

  
 \_\_\_\_\_  
**SUSAN K. TALWAR**  
 Treasurer


  
 \_\_\_\_\_  
**HILARY M. STRAUS**  
 Secretary

Signed: 08/12/2021

## TREASURER'S REPORT OF FUND BALANCES

July 31, 2021

Fund Name	Beginning Balance 01/01/2021	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 07/31/2021	2021 Target Balance per Policy
Operating Fund	\$ 5,562,075	\$ 8,213,604	\$ (10,672,417)	\$ 1,754,751	\$ (1,472,626)	\$ 3,385,388	\$ 2,334,017
Operating Reserve	\$ 3,592,065	\$ -	\$ -	\$ -	\$ -	\$ 3,592,065	N/A
Rate Stabilization Fund	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000
Capital Improvement Reserve	\$ 2,796,860	\$ -	\$ -	\$ -	\$ -	\$ 2,796,860	\$ 2,681,248
Restricted for Debt Service	\$ 536,963	\$ -	\$ -	\$ -	\$ -	\$ 536,963	N/A
Water Supply Reserve	\$ 1,623,173	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 2,623,173	N/A
Water Efficiency Reserve	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,525,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 1,725,000	N/A
Fleet Equipment Reserve	\$ 334,253	\$ -	\$ -	\$ -	\$ -	\$ 334,253	\$ 318,559
Employment-Related Benefits Reserve	\$ 405,319	\$ 581,643	\$ -	\$ -	\$ -	\$ 986,962	\$ 986,962
	<u>\$ 17,575,708</u>	<u>9,995,247</u>	<u>\$ (10,672,417)</u>	<u>\$ 1,754,751</u>	<u>\$ (1,472,626)</u>	<u>\$ 17,180,664</u>	<u>\$ 7,520,786</u>



SUSAN K. TALWAR, Treasurer

**TREASURER'S REPORT OF FUND BALANCES**  
**July 31, 2021**

**Fund Transfers Summary:**

The Operating Fund Transferred:	\$ 1,754,751	from funds collected in July 2021 per Treasurer's Report
	<u>\$ (1,472,626)</u>	disbursements made in July 2021 per Treasurer's Report
	\$ 282,126	

Citrus Heights Water District  
Budget Performance Report  
As of 7/31/2021

	July	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
<b>Revenues</b>						
Metered Service Charges	\$649,635.99	\$6,011,585.50	\$5,591,887.00	\$419,698.50	7.51%	\$9,586,090.00
Metered Water Deliveries	359,615.02	2,735,070.84	2,348,482.00	386,588.84	16.46%	5,234,960.00
Non-Metered Service Charges	3,003.77	57,048.20	81,669.00	(24,620.80)	-30.15%	140,000.00
Penalties	496.00	3,481.97	67,292.00	(63,810.03)	-94.83%	150,000.00
Interest	10,614.75	35,097.01	26,565.00	8,532.01	32.12%	45,535.00
Backflow Fees	2,690.20	32,875.40	67,669.00	(34,793.60)	-51.42%	116,000.00
Water Service Install & S&R	23,405.66	176,580.69	15,925.00	160,655.69	1008.83%	27,300.00
Grant Funds	487.50	1,875.00		1,875.00	0.00%	0.00
Miscellaneous *	506.47	15,630.84	85,750.00	(70,119.16)	-81.77%	147,000.00
Cost Reimbursements	2,254.51	31,788.71		31,788.71	0.00%	0.00
Income - Wheeling Water	4,756.61	13,946.39	1,575.00	12,371.39	785.49%	2,700.00
Income - Connection Fees		259,514.75		259,514.75	0.00%	0.00
<b>Total Revenue</b>	<b>1,057,466.48</b>	<b>9,374,495.30</b>	<b>8,286,814.00</b>	<b>1,087,681.30</b>	<b>13.13%</b>	<b>15,449,585.00</b>
<b>&amp; other Miscellaneous Revenue Sources</b>						
<b>Operating Expenses</b>						
<b>Cost of Water</b>						
Purchased Water		1,190,151.72	1,858,420.90	(668,269.18)	-35.96%	3,185,864.40
Ground Water	94,691.40	507,196.36	555,336.11	(48,139.75)	-8.67%	952,004.76
	94,691.40	1,697,348.08	2,413,757.01	(716,408.93)	-29.68%	4,137,869.16
<b>Labor &amp; Benefits</b>						
Labor Regular	234,071.73	1,835,915.64	1,959,734.77	(123,819.13)	-6.32%	3,359,545.32
Labor Non-Regular	1,876.00	6,124.14		6,124.14	0.00%	
Labor Taxes	18,172.30	144,238.19	155,878.66	(11,640.47)	-7.47%	267,220.56
Labor Workers Comp	15413.42	29,295.38	53,375.00	(24,079.62)	-45.11%	91,500.00
Labor External	8,985.00	59,197.70	73,546.69	(14,348.99)	-19.51%	126,080.04
Benefits Med/Den/Vis	31,989.11	297,404.91	300,067.67	(2,662.76)	-0.89%	514,401.72
Benefits LTD/Life/EAP	2,930.50	28,410.55	30,866.57	(2,456.02)	-7.96%	52,914.12
Benefits CalPers	35,536.11	157,634.88	192,861.20	(35,226.32)	-18.27%	330,619.20
Benefits Other	10,747.89	68,216.62	75,326.09	(7,109.47)	-9.44%	129,130.44
Benefit Retiree Expenses	3,958.05	26,246.15	33,158.09	(6,911.94)	-20.85%	56,842.44
Benefit Unemployment			5,402.11	(5,402.11)	-100.00%	9,260.76
Benefit GASB 68	210,532.00	404,057.00	238,612.50	165,444.50	69.34%	409,050.00
<b>Capitalized Labor &amp; Benefit Contra</b>	<b>(46,542.24)</b>	<b>(303,389.73)</b>	<b>(291,666.69)</b>	<b>(11,723.04)</b>	<b>4.02%</b>	<b>(500,000.04)</b>
	527,669.87	2,753,351.43	2,827,162.66	(73,811.23)	-2.61%	4,846,564.56
<b>General &amp; Administrative</b>						
Fees & Charges	21,772.27	82,572.22	121,931.25	(39,359.03)	-32.28%	209,025.00
Regulatory Compliance/Permits	723.50	50,810.01	69,985.44	(19,175.43)	-27.40%	119,975.04
District Events & Recognition	1,918.74	16,703.48	56,421.82	(39,718.34)	-70.40%	96,723.12
Maintenance/Licensing	2,624.55	143,238.39	84,467.25	58,771.14	69.58%	144,801.00
Equipment Maintenance	4,313.67	36,541.34	66,135.37	(29,594.03)	-44.75%	113,374.92
Professional Development	4,605.64	16,309.01	78,276.94	(61,967.93)	-79.16%	134,189.04
Department Admin			15,575.07	(15,575.07)	-100.00%	26,700.12



Citrus Heights Water District  
Budget Performance Report  
As of 7/31/2021

	July	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Dues & Subscriptions	58,224.67	200,108.29	121,288.44	78,819.85	64.99%	207,923.04
Fuel & Oil	4,772.50	32,814.89	36,890.00	(4,075.11)	-11.05%	63,240.00
General Supplies	4,674.57	46,048.50	40,366.62	5,681.88	14.08%	69,199.92
Insurance - Auto/Prop/Liab	7,704.79	77,942.85	59,500.00	18,442.85	31.00%	102,000.00
Leasing/Equipment Rental	1,874.62	15,917.31	23,275.00	(7,357.69)	-31.61%	39,900.00
Parts & Materials	25,415.47	226,260.48	32,083.31	194,177.17	605.23%	54,999.96
Postage/Shipping/Freight	4,871.04	34,413.54	100,625.00	(66,211.46)	-65.80%	172,500.00
Rebates & Incentives	535.83	4,644.79	19,833.31	(15,188.52)	-76.58%	33,999.96
Telecom/Network	3,628.54	22,159.10	39,748.31	(17,589.21)	-44.25%	68,139.96
Tools & Equipment	4,820.67	30,467.44	52,266.69	(21,799.25)	-41.71%	89,600.04
Utilities	340.83	3,232.79		3,232.79	0.00%	
Write-Off Bad Debt Exp		21.44	2,916.69	(2,895.25)	-99.26%	5,000.04
Capitalized G&A Contra	(16,994.85)	(190,137.96)		(190,137.96)	0.00%	
Capitalized Equipment Contra	(24,627.07)	(173,988.05)		(173,988.05)	0.00%	
	<u>111,199.98</u>	<u>676,079.86</u>	<u>1,021,586.51</u>	<u>(345,506.65)</u>	<u>-33.82%</u>	<u>1,751,291.16</u>
Professional & Contract Services						
Support Services	153,250.90	675,845.27	1,034,521.32	(358,676.05)	-34.67%	1,773,465.12
Legal Services	28,617.72	102,699.22	240,624.93	(137,925.71)	-57.32%	412,499.88
Printing Services	1225	8,947.61	20,825.07	(11,877.46)	-57.03%	35,700.12
	<u>183,093.62</u>	<u>787,492.10</u>	<u>1,295,971.32</u>	<u>(508,479.22)</u>	<u>-39.24%</u>	<u>2,221,665.12</u>
Reserves & Debt Services						
Interest Expense	37,168.75	43,759.37	43,594.47	164.90	0.38%	74,733.37
Net Increase(Decrease) in Value of Investments		14,738.10		14,738.10	0.00%	
	<u>37,168.75</u>	<u>58,497.47</u>	<u>43,594.47</u>	<u>14,903.00</u>	<u>34.19%</u>	<u>74,733.37</u>
Total Operating Expenses	<u>953,823.62</u>	<u>5,972,768.94</u>	<u>7,602,071.97</u>	<u>(1,629,303.03)</u>	<u>-21.43%</u>	<u>13,032,123.37</u>
Net Income / (Expense)	<u>103,642.86</u>	<u>3,401,726.36</u>	<u>684,742.03</u>	<u>2,716,984.33</u>	<u>396.79%</u>	<u>2,417,461.63</u>

Citrus Heights Water District  
 Capital Projects Summary  
 Fiscal Period End as of 7/2021

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	
C16-134	Auburn Blvd-Rusch Park Placer	\$167,000	\$1,438	\$0	\$2,525	\$3,963	\$163,037
C19-108	6230 Sylvan East Wall	\$245,000	\$7,653	\$0	\$9,095	\$16,748	\$228,252
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$1,676	\$0	\$0	\$1,676	\$98,324
C20-109	Corp Yard Plans Specs Estimate	\$400,000	\$0	\$0	\$0	\$0	\$400,000
<b>Construction in Progress</b>		<b>\$912,000</b>	<b>\$10,767</b>	<b>\$0</b>	<b>\$11,620</b>	<b>\$22,387</b>	<b>\$889,613</b>
C21-010	Water Main Replacements	\$72,100	\$0	\$0	\$0	\$0	\$72,100
C21-011	Water Valve Replacements	\$103,000	\$0	\$4,019	\$24,595	\$24,595	\$78,405
C21-012	Water Service Connections	\$875,500	\$0	\$81,509	\$488,235	\$488,235	\$387,265
C21-013	Water Meter Replacements	\$500,000	\$0	\$2,090	\$78,997	\$78,997	\$421,003
C21-014	Fire Hydrants	\$164,800	\$0	\$5,943	\$50,549	\$50,549	\$114,251
<b>Annual Infrastructure</b>		<b>\$1,715,400</b>	<b>\$0</b>	<b>\$93,561</b>	<b>\$642,376</b>	<b>\$642,376</b>	<b>\$1,073,024</b>
C15-104B	Document Management System	\$244,639	\$5,361	\$0	\$0	\$5,361	\$239,278
C21-003	Fleet/Field Operations Equip	\$260,000	\$0	\$0	\$0	\$0	\$260,000
C21-004	Technology Hardware/Software	\$56,650	\$0	\$0	\$12,841	\$12,841	\$43,809
<b>Fleet and Equipment</b>		<b>\$561,289</b>	<b>\$5,361</b>	<b>\$0</b>	<b>\$12,841</b>	<b>\$18,202</b>	<b>\$543,087</b>
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,979	\$91	\$0	\$0	\$91	\$24,888
C19-106	Wells Ave Main 8"	\$219,003	\$30,302	\$211	\$152,973	\$183,276	\$35,727
C20-101	Fair Oaks Blvd	\$475,137	\$10,210	\$216	\$29,379	\$39,589	\$435,548
C20-102	Langley Ave & Chance Dr	\$504,057	\$46,739	\$7,846	\$17,924	\$64,663	\$439,394
C20-103	Marsala Ct	\$31,602	\$22,081	\$0	\$0	\$22,081	\$31,602
C20-104	Skycrest School	\$104,022	\$5,536	\$15,020	\$21,362	\$26,898	\$77,124
C20-105	Walnut Drive	\$105,247	\$3,732	\$0	\$11,234	\$14,967	\$90,280
C20-106	Wisconsin Drive	\$301,990	\$42,391	\$84	\$218,490	\$260,881	\$41,109
C21-101	Antelope & Rusch Park	\$187,741	\$0	\$15,065	\$37,801	\$37,801	\$149,941
C21-102	Old Auburn Road	\$91,459	\$0	\$581	\$1,003	\$1,003	\$90,456
C21-103	Pratt Ave	\$39,043	\$0	\$7,089	\$42,293	\$42,293	(\$3,250)
C21-104	Mesa Verde HS	\$118,779	\$0	\$5,775	\$23,851	\$23,851	\$94,928
C21-105	Madison Ave & Dewey Dr	\$28,138	\$0	\$0	\$0	\$0	\$28,138
<b>Water Mains</b>		<b>\$2,258,974</b>	<b>\$161,082</b>	<b>\$51,886</b>	<b>\$556,311</b>	<b>\$717,392</b>	<b>\$1,563,663</b>

Citrus Heights Water District  
 Capital Projects Summary  
 Fiscal Period End as of 7/2021

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	
C21-005	Facilities Improvements	\$60,000	\$0	\$1,190	\$10,247	\$10,247	\$49,753
C21-040	Other City Partnerships	\$112,551	\$0	\$0	\$0	\$0	\$112,551
C21-040B	Elec. Greenway Bike Trail	\$0	\$0	\$72	\$253	\$253	(\$253)
C21-040C	MSR2S Phase4	\$0	\$0	\$9,596	\$9,596	\$9,596	(\$9,596)
C21-040E	Bonita Storm Drain	\$0	\$0	\$0	\$0	\$0	\$0
C21-041	Other Misc Infrastructure	\$112,551	\$0	\$0	\$0	\$0	\$112,551
<b>Miscellaneous Projects</b>		<b>\$285,102</b>	<b>\$0</b>	<b>\$10,858</b>	<b>\$20,096</b>	<b>\$20,096</b>	<b>\$265,006</b>
C17-104	Groundwater Well Property Acq	\$640,000	\$370,943	\$15	\$6,080	\$377,023	\$262,977
C17-104A	Well #7 Patton	\$250,000	\$45,712	\$1,271	\$133,915	\$179,626	\$70,374
C17-104B	Well #8 Highland	\$0	\$37,483	\$1,924	\$213,206	\$250,690	(\$250,690)
C20-107	Well Design & Construction	\$1,105,500	\$0	\$0	\$0	\$0	\$1,105,500
C21-020	Groundwater Well Improvements	\$154,500	\$0	\$0	\$0	\$0	\$154,500
<b>Wells</b>		<b>\$2,150,000</b>	<b>\$454,138</b>	<b>\$3,210</b>	<b>\$353,201</b>	<b>\$807,339</b>	<b>\$1,342,661</b>
<b>Grand Totals:</b>		<b>\$7,882,765</b>	<b>\$631,347</b>	<b>\$159,515</b>	<b>\$1,596,445</b>	<b>\$2,227,792</b>	<b>\$5,677,054</b>

## JULY 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71801	Jodie A Myers	Customer Refund	\$30.81
71802	Cowles Trust	Customer Refund	\$167.30
71803	Richard Gutierrez Living Trust	Customer Refund	\$128.34
71804	Mark V/Sandra L Fanning	Customer Refund	\$141.50
71805	Alexa S McQuade-Laws	Customer Refund	\$13.18
71806	ABA DABA Rentals & Sales	Supplies-Field	\$18.83
71807	ACWA/JPIA	Workers Comp Insurance	\$89.30
71808	AFLAC	Employee Paid Insurance	\$290.48
71809	AnswerNet	Telephone-Answering Service	\$519.51
71810	B&M Builders	Contract Services-Engineering	\$14,505.40
71811	California Landscape Associates Inc	Janitorial	\$230.00
71812	CirclePoint	Contract Services-Other	\$1,331.25
71813	City of Citrus Heights	Permit Fees	\$1,310.00
71814	Robin Cope	Health Insurance	\$457.00
71815	Cybex	Equipment Rental-Office	\$179.62
71816	Flowline Contractors, Inc	Contract Services-Engineering	\$38,287.00
71817	Ferguson Enterprises Inc #1423	Material	\$3,361.80
71818	Imperial Sprinkler Supply	Supplies-Field	\$7,956.85
71819	Integrity Administrators Inc	Health Insurance	\$268.18
71820	Messenger Publishing Group	Publication Notices	\$1,225.00
71821	Pace Supply Corp	Material	\$19,578.87
71822	Post Modern Marketing	Contract Services-Other	\$250.00
71823	Quick Quack Car Wash	Maintenance Agreement-Equipment	\$298.30
71824	Republic Services #922	Utilities	\$283.61
71825	River City Staffing Group	Temporary Staffing	\$4,042.50
71826	Sagent	Contract Services-Other	\$14,181.25
71827	Sonitrol	Equipment Rental-Office	\$196.39
71828	S.I.C.H.	Dues & Subscriptions	\$30.00
71829	Superior Equipment Repair	Repair-Trucks	\$721.29
71830	Tee Janitorial & Maintenance	Contract Services-Other	\$2,989.00
71831	A. Teichert & Son, Inc.	Road Base	\$3,912.32
71832	Wolf Consulting	Contract Services-Other	\$375.00
71833	Sagent	Contract Services-Other	\$13,163.75
71834	Video Amusement Inc	Contract Services-Miscellaneous	\$3,400.00
71835	Louann Juricich-Giang	Customer Refund	\$144.67
71836	Kathryn A/ Laith P Jewell	Customer Refund	\$131.85
71837	David J/Gail L Quirk	Customer Refund	\$94.37
71838	Linda L Rogers Rev Trust	Customer Refund	\$22.27
71839	Matista Family Trust	Customer Refund	\$30.77
71840	Kenneth K/Shirley A Pudge	Customer Refund	\$48.27
71841	Maria Rios	Customer Refund	\$184.66
71842	Rory G Merrill	Customer Refund	\$433.88
71843	Gareth P Williams	Customer Refund	\$111.79
71844	Ian/Amy France	Customer Refund	\$83.15
71845	Kaitlyn R/Randy S Roberts	Customer Refund	\$54.31

## JULY 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71846	Megan A Miller	Customer Refund	\$34.08
71847	Conrad P Sandoval	Customer Refund	\$89.10
71848	Deedra Daves	Customer Refund	\$31.63
71849	ACWA/JPIA	Workers Comp Insurance	\$15,409.58
71850	Alexander's Contract Services	Contract Services-Meter Reading	\$2,603.77
71851	All Star Rents	Equipment Rental-Field	\$172.65
71852	AREA Restroom Solutions	Equipment Rental-Field	\$151.04
71853	California Surveying & Drafting Supply	Contract Services-Other	\$5.00
71854	City of Citrus Heights	Permit Fees	\$195.50
71855	Corelogic Information Solutions Inc	Dues & Subscriptions	\$212.18
71856	Wallberg Janssen Living Trust	Customer Refund	\$43.81
71857	County of Sacramento	Permit Fees	\$110.00
71858	County of Sacramento-Real Estate Division	Fixed Assets	\$7,750.00
71859	GEI Consultants	Contract Services-Wells	\$929.50
71860	Godbe Corporation	Contract Services-Other	\$38,345.00
71861	Grainger	Small Tools	\$288.28
71862	Steven/ Teresita Hinkle	Toilet Rebate Program	\$95.00
71863	Iconix Waterworks	Material	\$362.04
71864	Indoor Environmental Services	Maintenance Agreement-Equipment	\$254.75
71865	Lowe's	Supplies-Field	\$972.68
71866	Pace Supply Corp	Material	\$1,597.65
71867	Void	Void	\$0.00
71868	ULINE	Supplies-Field	\$610.09
71869	Wex Bank	Gas & Oil	\$2,802.12
71870	Michael J/Melanie J Vance	Customer Refund	\$244.41
71871	Jarilynn Hegseth	Customer Refund	\$14.59
71872	William N/Alicia Schreiber	Customer Refund	\$885.39
71873	Shawna McCarthy-Drake	Customer Refund	\$188.23
71874	Andrew Campbell	Customer Refund	\$7.46
71875	Gregory T Siewers	Customer Refund	\$186.42
71876	A&A Stepping Stone Manufacturing	Supplies-Field	\$602.04
71877	ACWA/JPIA	Workers Comp Insurance	\$1,995.00
71878	Airgas USA, LLC	Supplies-Field	\$132.55
71879	Axiom Technologies LLC	Contract Services-Other	\$2,354.50
71880	Bart/Riebes Auto Parts	Repair-Trucks	\$174.83
71881	Best Best & Krieger	Legal & Audit	\$30,307.22
71882	Blue Jay Trucking Inc	Contract Services-Other	\$3,602.50
71883	Lesley Breitbach	Toilet Rebate Program	\$140.83
71884	Consolidated	Telephone-Local/Long Distance	\$1,172.90
71885	R&B Company	Material	\$445.19
71886	Andrew W Davidson	Toilet Rebate Program	\$150.00
71887	FP Mailing Solutions	Equipment Rental-Office	\$149.23
71888	Government Finance Officers Association	Dues & Subscriptions	\$535.00
71889	Indoor Environmental Services	Maintenance Agreement-Equipment	\$375.00
71890	Industrial Service and Supply Inc	Supplies-Field	\$8,612.30

## JULY 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71891	James Madigan	Toilet Rebate Program	\$150.00
71892	Pace Supply Corp	Material	\$7,051.11
71893	Petty Cash	Petty Cash	\$242.09
71894	Pacific Gas & Electric	Utilities	\$13.39
71895	Prime Auto Repair	Repair-Trucks	\$106.33
71896	Public Agency Risk Management Assoc	Dues & Subscriptions	\$150.00
71897	Regional Government Services	Contract Services-Other	\$4,302.10
71898	River City Staffing Group	Temporary Staffing	\$4,042.50
71899	Regional Water Authority	Dues & Subscriptions	\$25,614.00
71900	Shred It-Usa	Equipment Rental-Office	\$45.80
71901	Sonsray Machinery, LLC	Repair-Trucks	\$80.90
71902	WaterWise Consulting, Inc	Contract Services-Conservation	\$9,525.00
71903	Warren Consulting Engineers Inc	Contract Services-Engineering	\$21,495.00
71904	Williams+Paddon	Contract Services-Engineering	\$565.00
71905	Zanjero	Contract Services-Conservation	\$4,980.00
71906	Buckman Family Trust	Customer Refund	\$34.53
71907	John W/Amber L Prince	Customer Refund	\$14.38
71908	Tom/Diane Harbaugh	Customer Refund	\$285.72
71909	Erika/Marcus Covarrubius	Customer Refund	\$16.74
71910	ABA DABA Rentals & Sales	Supplies-Field	\$779.18
71911	AIA Services, LLC/NDS	Tools/Equipment	\$184.15
71912	Alexander's Contract Services	Contract Services-Meter Reading	\$2,403.67
71913	California-Nevada Section AWWA	Dues & Subscriptions	\$285.00
71914	Best Best & Krieger	Legal & Audit	\$7,234.50
71915	BSK Associates	Water Analysis	\$1,313.00
71916	Burketts	Office Expense	\$116.15
71917	County of Sacramento- EMD	Permit Fees	\$836.00
71918	Tamar Dawson	Continued Education	\$290.00
71919	Fast Action Pest Control	Contract Services-Miscellaneous	\$165.00
71920	Grainger	Small Tools	\$92.37
71921	Hunt & Sons Inc	Gas & Oil	\$1,384.61
71922	IB Consulting LLC	Contract Services-Miscellaneous	\$8,200.00
71923	Indoor Environmental Services	Maintenance Agreement-Equipment	\$1,033.00
71924	J Comm Inc	Contract Services-Other	\$11,000.00
71925	Moonlight BPO LLC	Contract Services-Bill Print	\$4,535.53
71926	Pace Supply Corp	Material	\$2,814.57
71927	Regional Government Services	Contract Services-Other	\$230.00
71928	River City Staffing Group	Temporary Staffing	\$2,021.25
71929	Regional Water Authority	Dues & Subscriptions	\$43,980.00
71930	Les Schwab Tires	Repair-Trucks	\$195.03
71931	Sacramento Groundwater Authority	Dues & Subscriptions	\$41,923.00
71932	SitelogIQ	Maintenance Agreement-Equipment	\$629.25
71933	Tee Janitorial & Maintenance	Contract Services-Other	\$2,989.00
71934	A. Teichert & Son, Inc.	Road Base	\$6,023.70
71935	TIAA Commercial Finance Inc	Equipment Rental-Office	\$522.59

## JULY 2021 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71936	Underground Service Alert	Dues & Subscriptions	\$10,112.11
71937	Verizon Wireless	Telephone-Wireless	\$1,573.64
71938	West Coast Arborists, Inc	Contract Services-Miscellaneous	\$3,680.00
71939	Zane Dezign	Tools/Equipment	\$1,122.30
<b>Total</b>			<b>\$496,997.85</b>
ACH	1168-2021-6 INVOICE CLOUD	Bank Fee	\$5,213.65
ACH	ADP 584499193	Contract Services-Financial	\$390.00
ACH	BOW JUNE 2021	Bank Fee	\$1,322.79
ACH	CHASE JUNE 2021	Bank Fee	\$2,805.11
ACH	ICMA 6/24/21 PAYDAY	Deferred Compensation	\$8,116.35
ACH	ICMA 7/22/21 PAYDAY	Deferred Compensation	\$8,051.14
ACH	ICMA 7/8/21 PAYDAY	Deferred Compensation	\$8,116.35
ACH	JP MORGAN JUNE 2021	See July Agenda Item CC-9	\$11,156.19
ACH	MID AMERICA 7/6-7/12/21	Employee Paid Insurance	\$47.49
ACH	MID AMERICA 7/20-7/26/21	Employee Paid Insurance	\$192.31
ACH	PERS 6/10/21 PAYDAY	PERS	\$23,190.95
ACH	PERS 7/8/21 PAYDAY	PERS	\$22,046.29
ACH	PERS 6/24/21 PAYDAY	PERS	\$22,760.73
ACH	PRINCIPAL INSURANCE AUG 2021	Health Insurance	\$7,538.44
ACH	ADP 583625181	Contract Services-Financial	\$135.65
ACH	ADP 584959555	Contract Services-Financial	\$263.15
ACH	ADP583088215	Contract Services-Financial	\$302.00
ACH	ADP584050019	Contract Services-Financial	\$488.50
ACH	CALIFORNIA CHOICE AUG 2021	Health Insurance	\$36,749.77
ACH	JP MORGAN JUNE 2021AP	See July Agenda Item CC-9	\$640.00
ACH	MID AMERICA 7/13-7/19/21	Employee Paid Insurance	\$2,307.72
ACH	MID AMERICA 6/22-6/28/21	Employee Paid Insurance	\$1,001.00
ACH	PERS UAL PENSION 2021/2022	PERS	\$421,064.00
ACH	VALIC 6/24/21 PAYDAY	Deferred Compensation	\$12,179.36
ACH	VALIC 7/22/21 PAYDAY	Deferred Compensation	\$2,127.51
ACH	VALIC 7/8/21 PAYDAY	Deferred Compensation	\$2,127.51
<b>Total</b>			<b>\$600,333.96</b>
<b>Grand Total</b>			<b>\$1,097,331.81</b>

**JP Morgan Purchase Card Distributions  
Jul-21**

<b>Name</b>	<b>District Events &amp; Recognition</b>	<b>Maintenance/Licensing</b>	<b>Tools &amp; Equipment</b>	<b>General Supplies</b>	<b>Professional Development</b>	<b>CIP</b>	<b>Dues &amp; Subscription</b>	<b>Fees &amp; Charges</b>	<b>Prepaid</b>	<b>Equipment Maintenance</b>	<b>Total Bill</b>
Shockley	\$ 1,492.33			\$ 506.15	\$ 2,318.03		\$ 203.44	\$ 5.00	\$ 240.44		\$ 4,765.39
Moore	\$ 1,576.80				\$ 135.00						\$ 1,711.80
Talwar	\$ 59.77	\$ 275.00					\$ 3.99				\$ 338.76
Cutler				\$ 512.33							\$ 512.33
Scott			\$ 47.38	\$ 54.53							\$ 101.91
Straus						\$ 15.00					\$ 15.00
Spiers										\$ 1,948.25	\$ 1,948.25
<b>Total Bill</b>	<b>\$ 3,128.90</b>	<b>\$ 275.00</b>	<b>\$ 47.38</b>	<b>\$ 1,073.01</b>	<b>\$ 2,453.03</b>	<b>\$ 15.00</b>	<b>\$ 207.43</b>	<b>\$ 5.00</b>	<b>\$ 240.44</b>	<b>\$ 1,948.25</b>	<b>\$ 9,393.44</b>



# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 18, 2021 MEETING

SUBJECT : EMPLOYEE RECOGNITION  
 STATUS : Information Item  
 REPORT DATE : August 4, 2021  
 PREPARED BY : Brittney Moore, Senior Management Analyst

The following District employees were recognized for perfect attendance during May and/or June 2021, and outstanding customer service and quality of work during the month of June and/or July 2021.

### Administrative Services

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Dana Mellado	Yes	Customer on Away Ct. recognized Dana for her help in navigating the leak adjustment process, and is thankful to the District for having this program available.  Quickly corrected invoice for customer on Barris Ct. where a meter register issue was causing a severely high bill.	Completed Regional Rate Comparison Survey in support of the 2022 budget.
Brittney Moore			Coordinated OSHA regulations training for staff.  Assisted with coordinating virtual teambuilding event.
Alberto Preciado	Yes		Assisted with payroll during planned staff outage.
Kayleigh Shepard	Yes	Customer on Barris Ct. in Mitchell Village recognized Kayleigh for her help in setting up the water account; as the street is new, and the customer has had a lot of difficulty with other utilities.	Assisted with creating "How-To" videos for District's website; along with a template for staff to use to make quick informational videos for customers.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Beth Shockley	Yes	Assisted the Customer Service team by working on the property tax list and getting the majority of the information onto the spreadsheet for over 300 accounts.	Organized the June employee appreciation event, the "Summer Cool Off."  Planned July employee appreciation event.  Assisted with coordinating virtual teambuilding event.
Desiree Smith	Yes	Identified issue with customer on Barris Ct. where a meter register issue was causing a severely high bill.	Completed a complex transaction involving multiple payments and a credit on several accounts. Due to the credit, the transaction wasn't balancing, but Desiree identified a way to balance it.

**Engineering Department**

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson	Yes	Provided inspection support on 7/19.	Prepared staff report for the District-wide Easement project & attended the June Board Meeting.
Paul Dietrich	Yes		
Timothy Katkanov	Yes	Assisted IT at the June Special Board Meeting.  Provided inspection support on 7/19.	
Neil Tamagni	Yes	Worked after hours for a private development project to minimize water shut off for local businesses.	

**Operations Department**

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Christopher Bell	Yes		Worked after-hours to ensure backhoe was transported back to District yard after repair to transmission filter had been completed.
James Buford	Yes		
Aaron Cater	Yes		
Brady Chambers	Yes	Resident on Watson Way called and stated how helpful Brady was in explaining how to read his meter, regarding a possible private leak situation.  Starred in several District “Behind the Tap” videos.	Assisted with an after-hours emergency water main repair on Deville Oaks Way.
Kelly Drake	Yes	Starred in several District “Behind the Tap” videos.	
James Ferro	Yes		Sat. 6/14: Responded to an emergency water service repair on Merlindale Dr.  Assisted with an after-hours emergency water main repair on Deville Oaks Way.
Jarrett Flink	Yes	Starred in several District “Behind the Tap” videos.	Worked after-hours on a Saturday to replace emergency long side service on Olive Tree Way.
Brian Hensley	Yes	Starred in a District “Behind the Tap” videos.	

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Ricky Kelley	Yes		<p>Sat. 6/14: Responded to an emergency water service repair on Merlindale Dr.</p> <p>Assisted with an after-hours emergency water main repair on Deville Oaks Way.</p> <p>Worked after-hours on a Saturday to replace emergency long side service on Olive Tree Way.</p>
Mike Mariedth	Yes	Resident on Palmdell Way called and stated how helpful Mike was explaining how to find a leak on his irrigation system. Customer stated "Mike is worth his weight in gold!!"	
Chris Nichols			
Nick Spiers	Yes		
John Spinella	Yes	Starred in several District "Behind the Tap" videos.	
Jason Tupper	Yes		

**CITRUS HEIGHTS WATER DISTRICT  
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS  
AUGUST 18, 2021 MEETING**

SUBJECT : LONG RANGE AGENDA  
 STATUS : Consent/Information Item  
 REPORT DATE : July 27, 2021  
 PREPARED BY : Brittney Moore, Senior Management Analyst

**OBJECTIVE:**

Listed below is the current Long Range Agenda.

Legend	
S	Study Session
CC	Consent Calendar
P	Presentation
B	Business
PH	Public Hearing
CL	Closed Session

**CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA**

MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
<b>September 15, 2021</b>					
September 15, 2021		Agreement with Response Structural Engineers	Pieri	CC	A
September 15, 2021		Boring and Potholing Agreement	Pieri	CC	A
September 15, 2021		2022 Budget- Proposed	Talwar	B	A
<b>October 20, 2021</b>					
October 20, 2021		Water Meter Replacement Study	Scott	B	A
October 20, 2021		Misc. Charges and Fees- Proposed	Talwar	B	A
October 20, 2021		Collaboration Study	Churchill/Wood	B	A
<b>November 17, 2021</b>					
November 17, 2021		On-Call Concrete Agreement	Scott	CC	A
November 17, 2021		On-Call HVAC Agreement	Scott	CC	A
November 17, 2021		Branding & Marketing Update	Talwar	B	A
November 17, 2021		Aquifer Storage and Recovery (ASR) Study Update	Scott/Hensley	SS	I/D
<b>December 15, 2021</b>					
December 15, 2021		District Officers	Moore	B	A
December 15, 2021		Selection of President and Vice President	Moore	B	A
December 15, 2021		Representatives and Alternatives	Moore	B	A

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 18, 2021 MEETING

**SUBJECT** : ENGINEERING DEPARTMENT REPORT  
**STATUS** : Information Item  
**REPORT DATE** : August 4, 2021  
**PREPARED BY** : Missy Pieri, Director of Engineering/District Engineer

Significant assignments and activities for the Engineering Department are summarized below. I will be available at the meeting to answer questions and/or provide additional details.

<b>Items of Interest</b>	<b>Department</b>	<b>Project Team</b>	<b>To Board? If so, Date</b>	<b>Strategic Planning Item</b>	<b>Item Description</b>	<b>Update from Last Report/ Current Status</b>
<b>PROJECT 2030 Water Main Replacement Project</b>	Engineering	Director of Engineering and Project Manager	Yes, 06/29/21 (Final Completion Update)	Yes	Masterplan for replacement of water mains.	Board approved Project 2030 Study. Staff proceeding with various implementation steps.
<b>CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout</b>	Engineering	Director of Engineering and Project Manager	Yes, 07/17/19 (Award of Contract)	Yes	Masterplan for office space requirements through 2045.	Staffing Report approved by Board on 06/16/21.  Staff to begin on the Pre-Architectural Study.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>CAPITAL IMPROVEMENT PROJECT</b> 6230 Sylvan Rd Perimeter Wall	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	No	Wall along the east side of District property.  2021 design.	Rezone of properties on hold.  Preliminary plans on hold.
<b>CAPITAL IMPROVEMENT PROJECT - Skycrest School Water Service Replacement</b>	Engineering	Project Manager and Assistant Engineer	No	Yes	2020 design, 2021 construction.	District to send to County for recordation once construction complete.  Operations performing construction. 99% Complete.
<b>CAPITAL IMPROVEMENT PROJECT - Walnut Drive Water Service Project</b>	Engineering	Project Manager and Assistant Engineer	No	Yes	2021 design, 2021 construction.	4 of 5 easements acquired.  Plans are 100% complete.  Anticipate construction to be completed by Operations in Fall 2021.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>CAPITAL IMPROVEMENT PROJECT - Langley Ave &amp; Chance Way Water Main Project</b>	Engineering	Project Manager and Senior Construction Inspector	Yes, 05/19/21 (Award of Contract)	Yes	2021 design, 2021 construction.	Easement acquisition (4) complete.  Construction 75% complete.
<b>CAPITAL IMPROVEMENT PROJECT - Fair Oaks Blvd Water Main Project</b>	Engineering	Project Manager and Assistant Engineer	Yes, 08/18/21 (Anticipate Award of Contract)	Yes	2021 design, 2021 construction.	Final plans signed.  Anticipate Award of Contract at the 08/18/21 Board Meeting.
<b>CAPITAL IMPROVEMENT PROJECT - Mesa Verde High School Water Main Project</b>	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	District & SJUSD discussing easement.  100% Plans prepared and under review.



Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>CAPITAL IMPROVEMENT PROJECT - Antelope - Rusch Park Water Main</b>	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2021 construction.	Easement approved by Sunrise Recreation & Park District at their 08/03/21 Board meeting.  Plans are 100% complete.  Anticipate construction to be completed by Operations in Fall 2021.
<b>CAPITAL IMPROVEMENT PROJECT - Old Auburn Road Water Main</b>	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	District to begin design.
<b>CAPITAL IMPROVEMENT PROJECT - Pratt Avenue Water Main</b>	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	Potholing completed in June.  District preparing 90% plans.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p><b>CAPITAL IMPROVEMENT PROJECT - Madison Ave &amp; Dewey Dr Water Main</b></p>	<p>Engineering</p>	<p>Project Manager and Assistant Engineer</p>	<p>Yes</p>	<p>Yes</p>	<p>2021 design, 2022 construction.</p>	<p>District to begin design.</p>
<p><b>PRIVATE DEVELOPMENT Mitchell Village - 7925 Arcadia Dr</b></p>	<p>Engineering</p>	<p>Director of Engineering and Senior Construction Inspector</p>	<p>Yes, 03/30/20, 04/15/20 (Deferment of Fees)</p>	<p>No</p>	<p>200-300 unit development by Watt Communities.</p>	<p>Received 2 recorded easements at 8017 Greenback Lane on 12/08/20.</p> <p>Received recorded easement at 6434 Sunrise Boulevard on 05/27/21.</p> <p>Received recorded SMUD access easement on 01/08/21.</p> <p>Project re-started on 7/14/20. Water portion 99% Complete.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p><b>PRIVATE DEVELOPMENT                      Lawrence Ave                      Wyatt Ranch</b></p>	<p>Engineering</p>	<p>Senior Construction Inspector,                      Director of Engineering and Assistant Engineer</p>	<p>Yes, 01/20/21 (Deferment of Fees)</p>	<p>No</p>	<p>23 lot subdivision.</p>	<p>District signed plans on 12/04/19.</p> <p>Deferment Agreement signed on 02/11/21.</p> <p>Construction 75% Complete.                      Construction on hold.</p>
<p><b>PRIVATE DEVELOPMENT                      12057 Fair Oaks Blvd                      Fair Oaks Senior Apartments</b></p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Seniors apartment complex with 42 one bedroom and 68 two bedroom units.</p>	<p>District provided comments on second submittal on 05/04/21.</p>
<p><b>PRIVATE DEVELOPMENT                      8043 Holly Dr                      Parcel Split 1 - 3</b></p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Parcel being split into 3 for 3 home subdivision.</p>	<p>District received third submittal on 03/10/21 and provided comments on 03/29/21.</p> <p>Awaiting final plans for signature. Plan check fees paid 04/13/21.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>PRIVATE DEVELOPMENT</b> <b>208 Langley Ave</b> <b>Parcel Split 1 - 2</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 2 lots. New single family home construction on one lot.	District sent correspondence to property owner on 04/20/20.
<b>PRIVATE DEVELOPMENT</b> <b>5425 Sunrise Blvd</b> <b>Sunrise Village</b> <b>Phase 1</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of Sunrise Village.	Plans signed and all fees paid.  Phase 1 - Construction 90% complete.  Pad 3 - Construction 20% complete.
<b>PRIVATE DEVELOPMENT</b> <b>7969 Madison Ave</b> <b>Orchard Apts</b> <b>Storage Units</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Demo tennis courts to make storage unit with sprinkler system.	Payment received for Fees on 04/01/20.  District signed plans on 11/23/20.
<b>PRIVATE DEVELOPMENT</b> <b>7435 Stock Ranch Rd</b> <b>USPI Surgical Center</b>	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Proposed multi-use outpatient surgical center.	Plan Check Fees paid on 03/24/20.  District signed plans on 08/18/20.  Construction 75% complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>PRIVATE DEVELOPMENT 7424 Sunrise Blvd Sunrise Pointe</b>	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Proposed multi-unit housing complex for low-income and homeless.	All fees paid.  Construction 90% complete.
<b>PRIVATE DEVELOPMENT 8220 Sunrise Blvd Carefield Citrus Heights</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed memory care facility.	Received schematic plans on 05/08/19.  Will-Serve letter sent on 05/20/19.
<b>PRIVATE DEVELOPMENT Livoti Development</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Six Parcel Subdivision.	Awaiting final plans & payment of plan check fees.
<b>PRIVATE DEVELOPMENT 7951 Antelope Rd American River Collegiate Academy</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Will Serve Letter sent 10/13/20.  Awaiting submittal from developer's engineer.
<b>PRIVATE DEVELOPMENT 7800 Greenback Ln Raising Cane's</b>	Engineering	Senior Construction Insepctor and Assistant Engineer	No	No	Commercial Development.	All fees paid.  Construction 75% complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>PRIVATE DEVELOPMENT</b> 8030 Greenback Ln Popeye's Louisiana Chicken	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Plans signed on 07/19/21.  Awaiting construction.
<b>PRIVATE DEVELOPMENT</b> 8034 Greenback Ln Burger King	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Plan check fees paid.  Plans signed 06/02/21. Awaiting construction.
<b>PRIVATE DEVELOPMENT</b> 7301 Greenback Ln Safeway Fire Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	Interior Tenant Improvements and Fire Improvements.	District reviewed and signed final plans on 10/14/20.  Awaiting payment of final fees and start of construction.
<b>PRIVATE DEVELOPMENT</b> 8556 Pheasant Ridge Ln Fire Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	Extension of water main, addition of fire hydrant, and fire sprinklers.	District has no additional comments on plans as of 02/16/21.  All fees paid on 03/11/21.  Awaiting final plans.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p><b>PRIVATE DEVELOPMENT</b>  <b>6031 Sunrise Vista Dr</b>  <b>Apartments &amp; Annexation</b></p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>Yes                      (Resolution adopted for Annexation - 12/16/20)</p>	<p>No</p>	<p>Annexation and proposed apartments.</p>	<p>Annexation fees paid.</p> <p>Adoption of Resolution approving annexation occurred at the 12/16/20 Board Meeting.</p> <p>Received planning level documents on 04/06/21 and District provided comments on 04/13/21.</p>
<p><b>PRIVATE DEVELOPMENT</b>  <b>Huntington Square</b></p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>New fire service and domestic water service for additional apartments.</p>	<p>District provided second submittal comments on 01/28/21.</p> <p>Fees paid 04/29/21. Awaiting easement documents for review.</p> <p>Easement required for fire hydrant.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>PRIVATE DEVELOPMENT</b> <b>7078 Auburn Blvd</b> <b>Auburn Heights</b> <b>Townhomes</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	8 Townhomes on undeveloped property.	District provided comments on 06/07/21.  Received second submittal on 07/29/21.
<b>PRIVATE DEVELOPMENT</b> <b>7725 Aloha Lane</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Single Family Resident	Plans approved and fees paid.  Operations installed water service on 06/09/21.
<b>PRIVATE DEVELOPMENT</b> <b>8136 Auburn Blvd</b> <b>Self Service Coin Laundry</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of existing building to a self-service coin laundry.	Plan check fees paid.  Plans signed on 07/19/21. Awaiting construction.
<b>PRIVATE DEVELOPMENT</b> <b>Talbot Way</b> <b>Citrus Place</b> <b>Subdivision</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	8 lot subdivision	Received plans on 06/21/21.  District provided comments to submittal on 07/08/21.



Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>CITY OF CITRUS HEIGHTS PROJECT</b> <b>Bonita Wy, Garry Oak Dr, &amp; Twin Oaks Ave Storm Drain Improvements</b>	Engineering	Senior Construction Inspector and Assistant Engineer	No	Yes	Bonita Wy, Garry Oak Dr & Twin Oaks Ave Storm Drain Project.	Plans signed on 05/06/20. Revised plans on 03/29/21.  Water relocation to be performed by Operations prior to storm drain improvements.  Engineering to inspect water service installation by City's contractor.
<b>CITY OF CITRUS HEIGHTS PROJECT</b> <b>Chula Vista Dr Storm Drain Improvements</b>	Engineering	Director of Engineering and Assistant Engineer	No	Yes	Chula Vista Dr Storm Drain Project.	Project is on hold at the City as of 09/24/20.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>CITY OF CITRUS HEIGHTS PROJECT</b> <b>Mariposa Ave - Safe Routes to School Phase IV</b>	Engineering	Senior Construction Inspector and Assistant Engineer	No	Yes	Frontage improvements along east side of Mariposa Ave from Madison Ave to Skycrest School.	Received signed plans from City's engineer on 01/29/21.  Construction began June 2021. District coordinating with the contractor regarding the relocation of the District's water facilities.
<b>CITY OF CITRUS HEIGHTS PROJECT</b> <b>Auburn Blvd - Complete Streets Phase 2</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Frontage Improvements and Utility relocation on Auburn Blvd from Rusch Park to north.	District provided Cost Liability letter on 03/25/21.
<b>CITY OF CITRUS HEIGHTS PROJECT</b> <b>Electric Greenway Bike Trail</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Bike Trail.	District received Cost Liability letter from the City on 10/09/20.  District provided comments on the submittal on 06/10/21.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>COUNTY OF SACRAMENTO AC Overlay Project - SB1 Phase 5</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	AC Overlay Project on Kenneth Ave (Oak Ave to Central Ave) and Madison Ave (Dewey Dr to San Juan Ave)	District coordinating raising and lowering of water facilities with contractor.
<b>District-wide Easement Project</b>	Engineering	Director of Engineering, Project Manager and Assistant Engineer	(06/16/21) Award of Contract	Yes	Research and review District facility locations and easements for potential additions/revisions.	Award of Contract at the June Board Meeting.  Project kick-off occurred 07/29/21.
<b>Review CEQA process for Capital Improvement Projects (CIPs)</b>	Legal	Assistant General Counsel Joshua Nelson and Director of Engineering	TBD	Yes	Review existing CEQA process for CIPs. Update and revise as necessary.	Staff will conduct an initial scoping meeting in Q3 2021.  For all other projects, an environmental consultant is hired to oversee the CEQA process.

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 18, 2021 MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT  
 STATUS : Information Item  
 REPORT DATE : August 3, 2021  
 PREPARED BY : Tim Cutler, Water Distribution Supervisor  
 Rebecca Scott, Director of Operations

Facilities Maintenance			CIP Projects		
	Completed WO's			Completed WO's	
	July	Year to Date		July	Year to Date
Backflow Maintenance	0	0	C21-010 Water Mainline	0	0
Blow Off Maintenance	0	41	C21-011 Water Valves	0	7
Hydrant Maintenance	33	521	C21-012 Water Services	7	169
Leak Investigation	0	1	C21-013 Water Meters	18	217
Mainline Repair/Maintenance	0	3	C21-014 Fire Hydrants	2	8
Meter Box Maintenance	3	24	C21-103 Pot Hole Main	0	1
Meter Register Replacement	19	144	<b>TOTAL</b>	<b>27</b>	<b>402</b>
Meter Repair/Test/Maintenance	1	8	<b>Water Quality</b>		
Pot Hole Work	0	0	<i>Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 72 samples were collected with no positive results.</i>		
Water Service Repair/Locate	0	9			
Valve, Mainline Maintenance	65	1,061			
Valve Box Maintenance	0	8			
<b>TOTAL</b>	<b>121</b>	<b>1,820</b>			

**CITRUS HEIGHTS WATER DISTRICT  
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS  
AUGUST 18, 2021 MEETING**

SUBJECT : 2021 WATER SUPPLY - PURCHASED & PRODUCED  
 STATUS : Information Item  
 REPORT DATE : August 3, 2021  
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor

**OBJECTIVE:**

Monthly water supply report, including a comparison to the corresponding month in the prior 5 years. The 2013 data is included for reference as it is the baseline consumption year for water conservation mandates.

Month	2013	2016	2017	2018	2019	2020	2021				Year-to-Date Comparison to 2013	
	Total Water Monthly acre feet						Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual	acre feet	%
	Jan	602.52	539.60	506.81	531.38	520.86	519.03	491.47	84.07	575.54	575.54	-26.98
Feb	606.36	484.53	443.99	525.73	447.48	589.8	401.12	84.05	485.17	1,060.71	-148.17	-12.3%
Mar	819.55	517.56	546.60	540.78	516.87	654.31	420.62	180.40	601.02	1,661.73	-366.70	-18.1%
Apr	1,029.73	677.81	575.52	646.09	682.90	767.24	726.48	275.48	1,001.96	2,663.69	-394.47	-12.9%
May	1,603.43	979.49	1,138.72	1,072.27	977.41	1,168.99	881.36	395.97	1,277.33	3,941.02	-720.57	-15.5%
Jun	1,816.73	1,343.76	1,412.94	1,387.03	1,328.07	1,475.82	1,042.71	498.61	1,541.32	5,482.34	-995.98	-15.4%
Jul	2,059.21	1,544.57	1,650.76	1,737.13	1,582.40	1,682.83	1,050.37	593.36	1,643.73	7,126.07	-1,411.46	-16.5%
Aug	1,924.28	1,579.80	1,570.80	1,583.78	1,603.36	1,660.59						
Sep	1,509.82	1,257.91	1,441.76	1,330.19	1,297.12	1,381.14						
Oct	1,297.42	840.80	1,128.97	1,061.88	1,083.17	1,185.00						
Nov	911.55	561.82	631.55	807.7	839.06	779.34						
Dec	700.94	518.62	574.43	558.97	548.17	620.34						
<b>Total</b>	<b>14,881.54</b>	10,846.27	11,622.85	11,782.93	11,426.87	12,484.43	5,014.13	2,111.94	7,126.07	7,126.07		
% of Total							70.36%	29.64%				

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 18, 2021 MEETING

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SUBJECT : WATER SUPPLY RELIABILITY  
STATUS : Information Item  
REPORT DATE : July 6, 2021  
PREPARED BY : Brian Hensley Water Resources Supervisor

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### **OBJECTIVE:**

Receive status report on surface water supplies available to the Citrus Heights Water District (District).

### **BACKGROUND AND ANALYSIS:**

As of July 1, 2021, storage in Folsom Lake (Lake) was at 285,309 acre-feet, 29 percent of the total capacity of 977,000 acre-feet. This represents an decrease in storage of 75,541 acre-feet in the past month.

The District's total water use during June 2021 (1541.32 acre-feet) was 15 percent below that of June 2013 (1816.73 acre-feet).

The District continues to assist with preserving surface water supplies in the Lake by operating its groundwater wells. The District's groundwater production wells: Bonita, Skycrest, Mitchell Farms, and Sylvan are operational and used on a rotational or as-needed basis. Other District groundwater production wells, Palm and Sunrise, are available for emergency use.

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# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 18, 2021 MEETING

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SUBJECT : WATER SUPPLY RELIABILITY  
STATUS : Information Item  
REPORT DATE : August 3, 2021  
PREPARED BY : Brian Hensley Water Resources Supervisor

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### **OBJECTIVE:**

Receive status report on surface water supplies available to the Citrus Heights Water District (District).

### **BACKGROUND AND ANALYSIS:**

As of August 1, 2021, storage in Folsom Lake (Lake) was at 243,084 acre-feet, 25 percent of the total capacity of 977,000 acre-feet. This represents an decrease in storage of 42,225 acre-feet in the past month.

The District's total water use during July 2021 (1,643.73 acre-feet) was 20 percent below that of July 2013 (2,059.21 acre-feet).

The District continues to assist with preserving surface water supplies in the Lake by operating its groundwater wells. The District's groundwater production wells: Bonita, Skycrest, Mitchell Farms, and Sylvan are operational and used on a rotational or as-needed basis. Other District groundwater production wells, Palm and Sunrise, are available for emergency use.

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# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 18, 2021 MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE  
 STATUS : Information Item  
 REPORT DATE : August 3, 2021  
 PREPARED BY : Rebecca Scott, Director of Operations

Water Efficiency, Safety and Meter Program updates are summarized below.

### **ACTIVITIES AND PROGRESS REPORT**

- Water Efficiency activities during the month of July 2021 included:
  - No High Efficiency Toilet (HET) rebates were processed, compared to one in July 2020.
  - The District is processing High-Efficiency Clothes Washer (HECW) rebates in-house. There have been zero rebates processed year to date. The District is reaching out to customers on social media and our website to promote the HECW rebate program.
  - There were 20 smart irrigation controllers installed for customers in July, and 63 smart irrigation controllers have been installed year to date. In addition, WaterWise completed 25 water audits for customers in July.
- Thirteen Pressure Reducing Valve (PRV) rebates have been issued year to date.
- Fifty-one reports of water waste were received in July, including 17 reports through CHWD's Water Efficiency web page. Staff continues reaching out to customers for water waste violations and leak notifications.
- The District holds bi-monthly safety meetings. The July safety meetings covered heat illness prevention, potentially hazardous atmospheres in excavations, and wildfire/smoke safety.
- The upcoming 2021 WaterSmart class schedule is as follows:
  - September 16 at noon: Sylvan Ranch Community Garden (1 Year Later)

Classes are being archived on CHWD's website and on YouTube, where they can be viewed any time.

- CHWD has three garden plots at the Sylvan Ranch Community Garden featuring water efficient landscaping. The plots are being used as an education area for activities, such as workshops, demonstrations and presentations. CHWD is working with a customer based volunteer "Garden Corps." These volunteers are maintaining the plots by removing weeds and checking the irrigation system and controller timers.
- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for



CHWD to date for 2021:

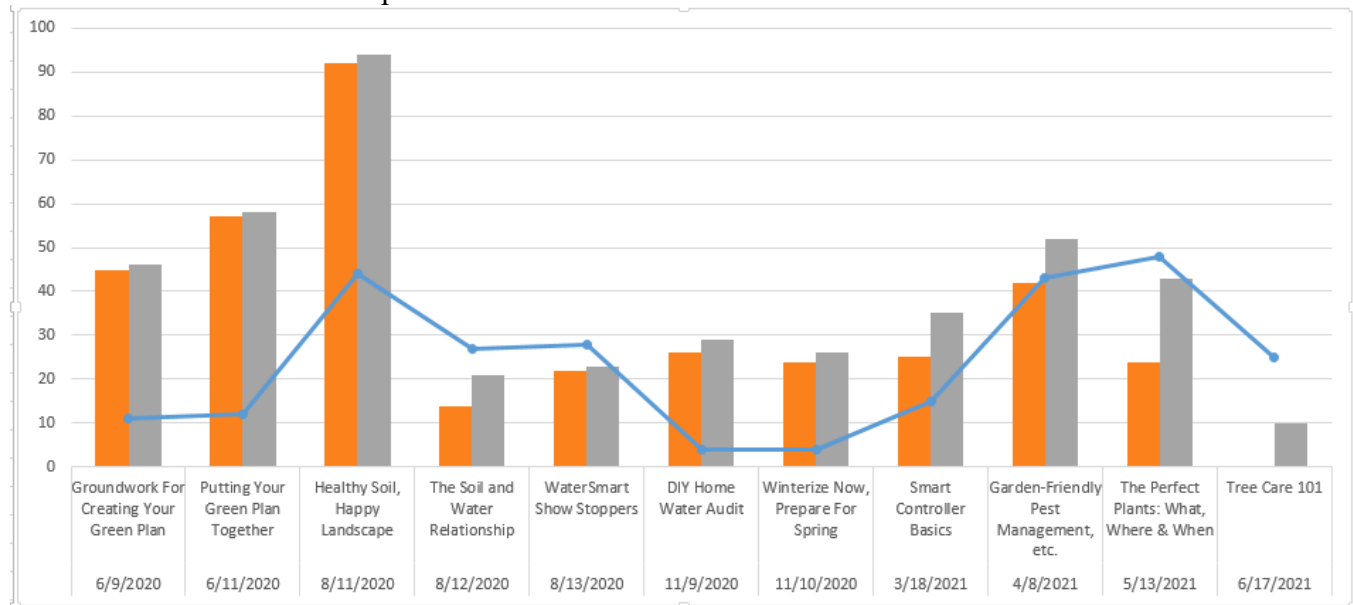
<b>Month</b>	<b>R-GPCD 2020</b>	<b>R-GPCD 2021</b>	<b>% CHANGE</b>
January	76	84	+10.5%
February	92	78	-15.2%
March	95	88	-7.3%
April	116	135	+16.3%
May	170	169	-0.7%
June	222	172	-22.4%
July	245	230	-6.3%
August			
September			
October			
November			
December			

- The following table summarizes the service requests and work orders of Water Efficiency staff for July 2021:

<b>WORK ORDERS</b>	<b>July 2021</b>	<b>July 2020</b>
CHANGE TOUCH-READ TO RADIO READ	1	2
CONVERT TO RADIO-READ METER	6	13
METER BOX MAINTENANCE	3	9
METER REPAIR	0	2
METER REPLACEMENT	2	1
METER TESTING	0	0
REGISTER REPLACEMENT	9	7
RADIO-READ REGISTER REPLACEMENT	7	5
INSTALL METER	15	0
<b>TOTAL</b>	<b>43</b>	<b>39</b>

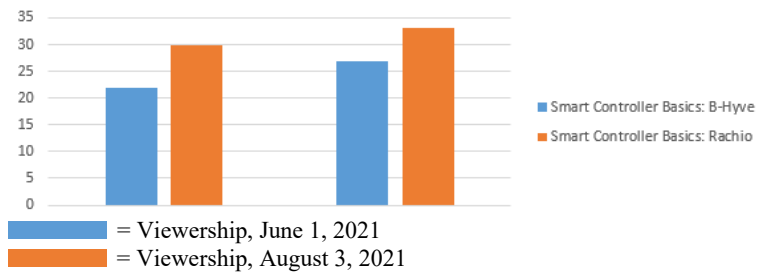
<b>SERVICE REQUESTS</b>	<b>July 2021</b>	<b>July 2020</b>
CONSERVATION REQUEST	51	22
CHECK FOR LEAK	0	0
UNABLE TO OBTAIN METER READ	42	51
TRIM SHRUBS	9	33
METER BURIED	43	57
METER MAINTENANCE	23	18
LOCKED GATE	5	10
RE-READ METER	30	16
READ METER	0	0
METER BOX MAINTENANCE	1	2
MOVE-IN/MOVE-OUT	21	21
CAR OVER METER	19	22
<b>TOTAL</b>	<b>264</b>	<b>276</b>

### WaterSmart Class Viewership



█ = Viewership, June 1, 2021  
█ = Viewership, August 3, 2021  
 Line = live attendees

Standalone Video Viewership: Smart Controller Basics (published March 18, 2021)



# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 18, 2021 REGULAR MEETING

SUBJECT : 2021 STRATEGIC PLAN UPDATE AND 2022 STRATEGIC PLAN APPROVAL  
 STATUS : Discussion and Action Item  
 REPORT DATE : August 18, 2021  
 PREPARED BY : Brittney C. Moore, Senior Management Analyst/Deputy Board Clerk  
 Susan K. Talwar, Director of Finance and Administrative Services

### **OBJECTIVE:**

Receive an update to the 2021 Strategic Plan and consider approval of the Citrus Heights Water District's 2022 Strategic Plan.

### **BACKGROUND AND ANALYSIS:**

This is the sixth year that CHWD has engaged in a Strategic Planning process to help shape the development of its annual budget. The goal of Strategic Planning is to bring the Board of Directors and key District staff together to identify and prioritize the District's high priority policy, program and project issues, and to identify what items, given limited resources (i.e., funding, time and staffing resources) the District should be working on over and above daily operations in the coming year.

The Strategic Planning process includes three major components: 1) Education/Issues Briefing; 2) Team Building; 3) Work Program Development.

The *Education/Issues Briefing Component* consisted of a 2021 Strategic Plan Update by CHWD staff in a Consent Calendar report to the Board at its April 21, 2021 Regular Board Meeting. In addition, staff provides project and Strategic Planning updates in the monthly FYI Report.

The *Team Building* and *Work Program Development* components took place on May 26, 2021, in a session attended by the Board of Directors and key District staff, facilitated by Laura Mason-Smith.

Accompanying this staff report are additional 2021 Strategic Plan updates (Attachment 1), along with the 2022 Strategic Planning notes (Attachment 2), prepared by facilitator Laura Mason-Smith. In January, leadership staff will present a 2022 Strategic Plan Preview, including who will serve as the Executive responsible for the project, the Project Lead, a project timeline, and who will serve on the Project Team to accomplish each objective within a projected timeframe.

District leadership staff will be reviewing progress on the Strategic Plan several times each month, and update the Board of Directors quarterly or more often as required.

### **RECOMMENDATION:**

1. Receive and file an update of the 2021 Strategic Plan.
2. Approve the 2022 Strategic Plan, and direct that Strategic Planning Objectives be included in the 2022 proposed budget, which will be considered by the Board of Directors for adoption later in 2021 for the 2022 budget year.

### **ATTACHMENT:**

1. 2021 Strategic Plan Update

2. 2022-2025 Strategic Plan Session Summary.

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

**ATTACHMENT 1**  
2021 Strategic Plan Update

**CITRUS HEIGHTS WATER DISTRICT ☀ 2021 STRATEGIC OBJECTIVES**

**A THREE-YEAR GOAL: IMPLEMENT THE PROJECT 2030 WATER MAIN REPLACEMENT PROGRAM TO ENSURE A RELIABLE WATER DISTRIBUTION SYSTEM**

<i>Objectives to be Completed in the 2021 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q1	Q3	Develop outreach and engagement plan on the preferred alternative from the Project 2030 Water Main Replacement Study	<b>Missy Pieri</b> ; Hilary Straus; Paul Dietrich; Susan Talwar ( <b>Lead</b> ); Tamar Dawson	Staff have developed the plan and are working on implementation including: print media, social media, website updates and video. The plan includes outreach to the Customer Advisory Committee.
2	Q1	Q3	Develop funding mechanism for the preferred alternative from the Project 2030 Water Main Replacement Study	<b>Missy Pieri</b> ; Alberto Preciado; Brittney Moore; Hilary Straus; Paul Dietrich; Susan Talwar ( <b>Lead</b> ); Tamar Dawson	The Board adopted the Project 2030 Water Main Replacement Study on 06/29/21, which included a blueprint for overall project funding.  A pre-funding component will be considered by the Board as part of the 2022 Budget/Rate setting process.
3	Q2	Q4	Initiate development of condition assessment plans for the District's transmission and distribution mains	<b>Missy Pieri (Lead)</b> ; Brian Hensley; Hilary Straus; Neil Tamagni; Paul Dietrich; Tamar Dawson; Tim Cutler	Staff evaluating different non-invasive condition assessment techniques.
4	Q4	2022	Perform non-invasive condition assessment on selected District transmission mains	<b>Missy Pieri (Lead)</b> ; Brian Hensley; Hilary Straus; Neil Tamagni; Paul Dietrich; Tamar Dawson; Tim Cutler	Anticipate start in Q4.

**CITRUS HEIGHTS WATER DISTRICT ☼ 2021 STRATEGIC OBJECTIVES**

**THREE-YEAR GOAL: MANAGE AND DIVERSIFY A DEPENDABLE WATER SUPPLY**

<i>Objectives to be Completed in the 2021 Year</i>					
<b>#</b>	<b>START</b>	<b>END</b>	<b>WHAT</b>	<b>WHO</b>	<b>COMMENTS</b>
1	Q1	Q4	Hinkle Reservoir Cover Replacement: <ul style="list-style-type: none"> <li>• Develop operation plan</li> <li>• Develop participation and cost agreement</li> </ul>	<b>Brian Hensley (Lead)</b> ; Hilary Straus; Rebecca Scott; Susan Talwar; Steve Anderson	CHWD signed a letter agreement with San Juan Water District to assist SJWD in the project, and to ensure reliable water supply to CHWD’s customers during the project. The project has been postponed due to the drought.
2	Q1	Q4	Amend Intertie Agreement with Fair Oaks Water District	<b>Brian Hensley (Lead)</b> ; Hilary Straus; Rebecca Scott; Steve Anderson	CHWD has initiated discussions with FOWD to amend Intertie Agreement. Awaiting a response to develop a timeline.
3	Q1	Q1	Acquire well sites 7 and 8	<b>Brian Hensley (Lead)</b> ; Hilary Straus; Rebecca Scott; Steve Anderson	Complete.
4	Q1	Q2	Complete Aquifer Storage Recovery (ASR) Feasibility Study	<b>Brian Hensley (Lead)</b> ; Hilary Straus; Missy Pieri; Rebecca Scott; Steve Anderson; Susan Talwar	Admin draft report is 95%, scheduled for presentation at the November 2021 Board meeting.



**CITRUS HEIGHTS WATER DISTRICT ✪ 2021 STRATEGIC OBJECTIVES**

**THREE-YEAR GOAL: MANAGE WATER EFFICIENCY EFFECTIVELY AND EMPOWER CUSTOMERS TO USE WATER IN AN EFFICIENT MANNER**

<i>Objectives to be Completed in the 2021 Year</i>																	
#	START	END	WHAT	WHO	COMMENTS												
1	Q1	Q4	Increase CHWD Customer attendance by 20% at WaterSmart Classes	<b>Rebecca Scott;</b> Susan Talwar (Lead)	Ongoing.												
2	Q1	Q4	Expand the virtual content for WaterSmart Classes, including one pre-recorded and one live video at the community garden; and continue virtual WaterSmart Classes each season	<b>Rebecca Scott;</b> Susan Talwar (Lead)	Two pre-recorded smart irrigation controller videos have been completed. Community Garden videos: pre-recorded videos complete (planting day and ribbon-cutting). Live class scheduled for Sept. 16 at the Community Garden. Virtual WaterSmart classes complete for 2021.												
3	Q1	Q4	Increase sign-ups for Water Efficiency Reviews by 10%	<b>Rebecca Scott (Lead);</b> Susan Talwar	Achieved; 98 year-to-date. (23 in 2020).												
4	Q1	Q4	Increase rebate program participants by 10%	<b>Rebecca Scott (Lead);</b> Susan Talwar	Ongoing, Year-to-date info below. Goal achieved for pressure reduction valves. <table border="1" data-bbox="1266 1198 1753 1445"> <thead> <tr> <th>Rebate</th> <th>2020 Total</th> <th>2021 YTD</th> </tr> </thead> <tbody> <tr> <td>Pressure Reduction Valves</td> <td>3</td> <td>13</td> </tr> <tr> <td>High Efficiency Toilets</td> <td>62</td> <td>29</td> </tr> <tr> <td>High Efficiency Clothes Washers</td> <td>21</td> <td>0</td> </tr> </tbody> </table>	Rebate	2020 Total	2021 YTD	Pressure Reduction Valves	3	13	High Efficiency Toilets	62	29	High Efficiency Clothes Washers	21	0
Rebate	2020 Total	2021 YTD															
Pressure Reduction Valves	3	13															
High Efficiency Toilets	62	29															
High Efficiency Clothes Washers	21	0															

<b>Objectives to be Completed in the 2021 Year</b>					
<b>#</b>	<b>START</b>	<b>END</b>	<b>WHAT</b>	<b>WHO</b>	<b>COMMENTS</b>
5	Q1	Q1	Develop a Garden Corps Volunteer Program to maintain the plots at the Community Garden	<b>Rebecca Scott (Lead);</b> Susan Talwar	Complete. CHWD continues to market the Garden Corps to customers and three new Garden Corps members joined in 2021.

## CITRUS HEIGHTS WATER DISTRICT ⚙ 2021 STRATEGIC OBJECTIVES

**THREE-YEAR GOAL: MANAGE THE EFFICIENT IMPROVEMENT OF AND REINVESTMENT IN DISTRICT INFRASTRUCTURE AND FACILITIES**

<b>Objectives to be Completed in the 2021 Year</b>					
<b>#</b>	<b>START</b>	<b>END</b>	<b>WHAT</b>	<b>WHO</b>	<b>COMMENTS</b>
1	Q1	Q2	Complete the Meter Replacement Study & Final Report	<b>Rebecca Scott (Lead);</b> Brady Chambers; Hilary Straus; Kelly Drake	90% complete, draft final report expected in September. Discussion with RWA concerning the long-term management of the Meter Consortium is ongoing, leading to additional budget and operations analysis for RWA review.
2	Q1	Q4	Prepare an implementation and funding Strategy for Meter Replacements and Meter Testing	<b>Rebecca Scott;</b> Alberto Preciado; Brittney Moore; Hilary Straus; Missy Pieri; Rebecca Scott; Susan Talwar <b>(Lead)</b>	See Item #1 above.
3	Q1	Q4	Prepare and implement a Public Engagement Strategy including Customer Advisory Committee participation for Meter Replacements and Meter Testing	<b>Rebecca Scott;</b> Brittney Moore; Hilary Straus; Susan Talwar <b>(Lead)</b>	Staff is planning for a Customer Advisory Committee meeting in the fall, along with customer education about the program and its financial implications.

**2021 Strategic Plan Update  
August 18, 2021 Board of Directors Meeting**

**AGENDA ITEM: CC-17  
PAGE 5**

4	Q1	Q4	Work with the Regional Water Authority to transition ongoing program leadership	<b>Hilary Straus (Lead);</b> Rebecca Scott	Ongoing; discussions with RWA are in progress. See item #1 above.
5	Q2	Q4	Complete Corporation Yard Pre-Architectural Study	<b>Missy Pieri (Lead);</b> Hilary Straus; Paul Dietrich; Rebecca Scott; Susan Talwar; Tamar Dawson	On Hold.
6	Q1	Q3	Complete Request for Proposal and hire a consultant for the District-wide Easement Project	<b>Missy Pieri (Lead);</b> Hilary Straus; Paul Dietrich; Susan Talwar; Tamar Dawson	Complete.

**CITRUS HEIGHTS WATER DISTRICT ☀ 2021 STRATEGIC OBJECTIVES**

**THREE-YEAR GOAL: PROMOTE ORGANIZATIONAL EFFECTIVENESS TO ENHANCE CUSTOMER SERVICE**

<i>Objectives to be Completed in the 2021 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q1	Q4	Implement the enterprise-wide Document Management System, convert the first 17 document types, & implement 6 document workflows	<b>Susan Talwar (Lead)</b> ; Brady Chambers; Brian Hensley; Beth Shockley; Tamar Dawson; Tim Cutler	In progress; staff is configuring servers and developing workflows for document types.
2	Q1	Q4	Continued participation in study for regional integration evaluation	<b>Hilary Straus (Lead)</b> ; Josh Nelson; Steve Anderson; Susan Talwar	Collaboration study has concluded, and includes numerous problems in its findings and recommendations in regard to CHWD interests. Next steps remain unclear. CHWD will monitor developments.
3	Q1	Q3	Implement a series of events and promotions for the District's Centennial Celebration	<b>Susan Talwar (Lead)</b> ; Brittney Moore; Hilary Straus	In progress; developing fall bill inserts, filmed additional video content, including voices of Citrus Heights Campaign, and Sue Frost, for release on various communication platforms in Q3.  General Manger to be interviewed by KFBK Anchor, Kitty O'Neal.  District promoted programs and services with Centennial specific branding.
4	Q1	Q3	Complete Update of 7000's (Accounts Receivable) Policies	<b>Susan Talwar (Lead)</b> ; Alberto Preciado; Dana Mellado; Hilary Straus; Josh Nelson	Complete.

<b>Objectives to be Completed in the 2021 Year</b>					
<b>#</b>	<b>START</b>	<b>END</b>	<b>WHAT</b>	<b>WHO</b>	<b>COMMENTS</b>
5	Q1	Q4	Select Consultant and begin the creation of engineering design standards/procedures for development projects – Create and/or revise District Policies (8000's – Water Service and 9000's – Water Distribution Facilities)	<b>Missy Pieri (Lead)</b> ; Hilary Straus; Paul Dietrich; Rebecca Scott; Susan Talwar	Staff to contact engineering consultants in Q3/Q4 for proposals.

**CITRUS HEIGHTS WATER DISTRICT ⚙ 2021 STRATEGIC OBJECTIVES**

**THREE-YEAR GOAL: PROMOTE ORGANIZATIONAL EFFECTIVENESS TO ENHANCE CUSTOMER SERVICE CONT'D**

<b>Objectives to be Completed in the 2021 Year</b>					
<b>#</b>	<b>START</b>	<b>END</b>	<b>WHAT</b>	<b>WHO</b>	<b>COMMENTS</b>
6	Q1	Q2	Select Consultant for Audit Services	<b>Susan Talwar</b> ; Alberto Preciado (Lead); Hilary Straus	Complete.
7	Q1	Q2	Develop 5-year IT Strategic Plan	<b>Susan Talwar (Lead)</b> ; Hilary Straus	In Progress; staff presented at April Board Meeting.

## **ATTACHMENT 2**

### **2022-2025 Strategic Plan Session Summary**

CITRUS  
HEIGHTS  
WATER  
DISTRICT



# ***2022-2025 STRATEGIC PLAN SESSION SUMMARY***

Wednesday, May 26, 2021

*designed and facilitated by*

*Mason***Smith**  
S U C C E S S  
S T R A T E G I E S

*Laura Mason-Smith  
916-485-3582  
[www.masonsmith.com](http://www.masonsmith.com)*

**Citrus Heights Water District**  
**2022-2025 STRATEGIC PLAN SESSION SUMMARY**  
Wednesday, May 26, 2021

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**Citrus Heights Water District**  
**2022-2025 STRATEGIC PLAN SESSION SUMMARY**  
Wednesday, May 26, 2021

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**OVERVIEW**

On Wednesday, May 26, 2021, the following members of the Board and Management of the Citrus Heights Water District met to develop the District's 2022-2025 Strategic Plan:

David Wheaton	President of the Board
Caryl Sheehan	Vice President of the Board
Raymond Riehle	Board Member
Hilary Straus	General Manager
Steve Anderson	General Counsel
Tim Cutler	Water Distribution Supervisor
Paul Dietrich	Project Manager
Madeline Henry	Administrative Services Manager/Chief Board Clerk
Brian Hensley	Water Resources Supervisor
Brittney Moore	Management Analyst/Deputy Board Clerk
Missy Pieri	Director of Engineering
Alberto Preciado	Accounting Manager
David Rucker	Principal Information Technology Analyst
Rebecca Scott	Director of Operations
Susan Talwar	Director of Finance and Administrative Services

The session was facilitated by Laura Mason-Smith of Mason-Smith SUCCESS STRATEGIES. Outlined on the following pages is a summary of the Strategic Plan Session.

**Citrus Heights Water District**  
**2022-2025 STRATEGIC PLAN SESSION SUMMARY**  
Wednesday, May 26, 2021

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***INTRODUCTION***

Board Chair David Wheaton welcomed everyone, called the meeting to order, and explained that the purpose of the session was to develop the District's 2022-2025 Strategic Plan.

***DISTRICT ACCOMPLISHMENTS AND STRENGTHS***

The participants identified the following District accomplishments and strengths over the past year (not in priority order):

1. Continued effective management of the District and its responsibilities.
2. Acquired 25 easements for new District projects.
3. Completed the Water Awareness Poster Contest in-house.
4. Provided excellent responsiveness and service to customers.
5. Staff provided seamless service every day, even during the Pandemic.
6. The District "punched above its weight" with a great staff.
7. The staff operates seamlessly, even if the General Manager is away, which is extremely important.
8. Accomplished 74 Meter replacements.
9. Completed property purchases for Wells 7 and 8.
10. Productively addressed issues related to the San Juan wholesale agency.
11. Implemented a COVID Prevention Plan.
12. Developed and released an RFP for a new audit firm and are conducting interviews, with the plan to identify a new firm in August 2021.
13. Acquired the property at 7529 Greenback Lane.
14. Conducted this Strategic Planning meeting in person through the creative use of the outside space in the Corporation Yard.
15. Developed and implemented the District's first comprehensive Communications Plan, which included a new Website, eNewsletter, and CSM System.
16. Started proactively coordinated media relations for the first time.

***DISTRICT ACCOMPLISHMENTS AND STRENGTHS*** (continued)

17. Set up three servers for electronic records management.
18. Received the third Certificate of Excellence for the District's financial reports.
19. Project 2030 is coming in for a landing.
20. The Meter Replacement Programs is 80 percent complete.
21. Implemented the new Community Garden.
22. Developed and released an RFP for a Districtwide Easement Project.
23. Implemented a District-wide Annexation Plan.
24. More activities implemented for the staff, such as networking.
25. Implemented technology improvements in the Board Room.
26. Working on a Centennial Event to celebrate the District's 100<sup>th</sup> Year!
27. The staff EAP program is excellent.
28. The Corporation Yard is a model of efficiency.
29. The District's Board Members are very actively involved in industry organizations.
30. The District froze its rates for the past year.
31. All the work done by Missy Pieri and Steve Anderson on the Mitchell Village Project.
32. The media helped celebrate our financial acumen.
33. Promoted Rebecca Scott as the new Director of Operations.
34. Dave Rucker was hired to manage the District's IT function.
35. The District quintupled its Irrigation Control Program.

***DISTRICT MISSION, VISION AND CORE VALUES***

The participants reviewed the District's Mission, Vision, and Core Values as the foundation of their strategic planning work.

***MISSION STATEMENT***

*It is the mission of the Citrus Heights Water District to furnish a dependable supply of safe, quality water delivered to its customers in an efficient, responsive, and affordable manner.*

***VISION STATEMENT***

*The Citrus Heights Water district will continue to evolve as a dynamic provider of municipal water service to assure that our customers receive the best value without giving it a second thought.*

***CORE VALUES***

not in priority order

*Integrity*

*Teamwork*

*Dependability*

*Accountability*

*Professionalism*

### ***ISSUES, FACTORS, AND TRENDS***

The participants identified the following key issues, factors, and trends that do or could affect the District:

1. State and Federal regulations and unfunded mandates; potential water budgets are an example.
2. State and Federal decisions related to the operation of Folsom Lake and how much water is released.
3. Lead/Copper Rule changes are a big burden.
4. Impacts of the new Federal administration and likely rollback of environmental regulations.
5. Impact of Voluntary Agreements, which are likely to come back.
6. Increased construction costs and the availability of building materials impact all District construction projects.
7. Water supply and availability, especially with the drought.
8. San Juan Water District's future costs and impacts to retail agencies; the need for a cost-benefit analysis for San Juan Wholesale sales of water to agencies outside the San Juan Family of Agencies.
9. Recruitment and retention challenges—staff, Board, and community leaders.
10. Challenges related to being an employer of choice.
11. Unfunded CalPERS and OPEB (Other Post-Employment Benefits) liabilities, system changes, and city/county/district impacts.
12. A trend toward collaborative partnerships for mutual benefit while maintaining agency autonomy.
13. More alternative water technologies/impacts and the need for more attention to Aquifer Storage.
14. The potential impacts of water industry leadership changes, for example at the Association of California Water Agencies (ACWA).
15. Increasing need for public engagement and challenges in connecting with customers on key issues about their water system when they cannot see it (it is buried underground); customers also have additional competing priorities related to COVID and the drought.
16. Increased public awareness of the value of quality water.
17. Talks at a Federal level related to water and potential funding opportunities.
18. Water Agencies have different business models; for example, wholesale and retail.

***ISSUES, FACTORS, AND TRENDS*** (continued)

19. Trend for Districts to move from at-large to District-based voting; some Districts now will have to be adjusted in response to new Census data.
20. Potential issues with SJWD redistricting.
21. Proposed water district merger talks between San Juan Wholesale, Sacramento Suburban Water District (SJWD), and Carmichael Water District.
22. Reliance on rate-payer funding for Irrigation Districts.
23. Lack of viable regional press to highlight local issues as extensively as in the past.
24. Emerging groundwater contaminant issues, and more groundwater regulations

***THREE-YEAR GOALS – 2022-2025***

(not in priority order)

After discussion, the participants prioritized the District's four top Three-Year Goals as:

- ***Manage and/or Diversify a Dependable Water Supply***
- ***Manage Water Efficiency Effectively and Empower Customers to Use Water in an Efficient Manner***
- ***Manage the Efficient Improvement of and Reinvestment in District Infrastructure and Facilities***
- ***Promote Organizational Effectiveness to Enhance Customer Service***

**CITRUS HEIGHTS WATER DISTRICT ⚙ 2022 STRATEGIC OBJECTIVES**

**THREE-YEAR GOAL:      *MANAGE AND/OR DIVERSIFY A DEPENDABLE WATER SUPPLY***

<i>Objectives to be Completed in the 2022 Year</i>					
<i>#</i>	<i>START</i>	<i>END</i>	<i>WHAT</i>	<i>WHO</i>	<i>COMMENTS</i>
1			Participate in the Hinkle Reservoir Cover Replacement Project		
2			Develop one intertie with a neighboring agency contingent upon their participation		
3			Complete design for Well Site 7		

**Citrus Heights Water District**  
**2022-2025 STRATEGIC PLAN SESSION SUMMARY**  
 Wednesday, May 26, 2021

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**CITRUS HEIGHTS WATER DISTRICT ⚙ 2022 STRATEGIC OBJECTIVES**

**THREE-YEAR GOAL:      *MANAGE WATER EFFICIENCY EFFECTIVELY AND EMPOWER CUSTOMERS TO USE WATER IN AN EFFICIENT MANNER***

<i>Objectives to be Completed in the 2022 Year</i>					
<b>#</b>	<b>START</b>	<b>END</b>	<b>WHAT</b>	<b>WHO</b>	<b>COMMENTS</b>
1			Increase CHWD Customer attendance by 10% at Water Smart Classes		
2			Increase participants in the Pressure Reduction Valve Rebate Program by 10%		
3			Increase participants in the Irrigation Efficiency Review and Smart Controller Program by 10%		
4			Develop a Community Garden page for the CHWD Website		



**Citrus Heights Water District**  
**2022-2025 STRATEGIC PLAN SESSION SUMMARY**  
 Wednesday, May 26, 2021

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**CITRUS HEIGHTS WATER DISTRICT ⚙ 2022 STRATEGIC OBJECTIVES**

**THREE-YEAR GOAL:      *MANAGE THE EFFICIENT IMPROVEMENT OF AND REINVESTMENT IN DISTRICT INFRASTRUCTURE AND FACILITIES***

<i>Objectives to be Completed in the 2022 Year</i>					
<b>#</b>	<b>START</b>	<b>END</b>	<b>WHAT</b>	<b>WHO</b>	<b>COMMENTS</b>
1			Implement a District meter testing program		
2			Work with the Regional Water Authority to complete the transition of leadership for the Water Meter Replacement Program		
3			Start Corporation Yard Pre-Architectural Study and develop design alternatives for consideration		
4			Complete the District-wide Easement Project		
5			Perform non-invasive condition assessment on selected District transmission mains		

**Citrus Heights Water District**  
**2022-2025 STRATEGIC PLAN SESSION SUMMARY**

Wednesday, May 26, 2021

**CITRUS HEIGHTS WATER DISTRICT ⚙ 2022 STRATEGIC OBJECTIVES**

**THREE-YEAR GOAL: PROMOTE ORGANIZATIONAL EFFECTIVENESS TO ENHANCE CUSTOMER SERVICE**

<i>Objectives to be Completed in the 2022 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1			Complete development of Information Technology Policies (10,000's)		
2			Complete update of the Operations Policies (5,000's)		
3			Complete update and development of engineering design standards/procedures for development projects (8,000's-Water Service and 9,000's-Water Distribution Facilities)		
4			Implement study for information technology (IT) federated services and single sign on		
5			Research virtual desktop options for potential implementation		
6			Implement Enterprise Resource Planning (ERP) software migration		
7			Implement outreach and engagement plan on the preferred alternative from the Project 2030 Water Main Replacement Study		
8			Implement Board-directed rebranding or brand refresh		

**CITRUS HEIGHTS WATER DISTRICT ⚙ 2022 STRATEGIC OBJECTIVES**

**THREE-YEAR GOAL: PROMOTE ORGANIZATIONAL EFFECTIVENESS TO ENHANCE CUSTOMER SERVICE**

***Objectives to be Completed in the 2022 Year (continued)***

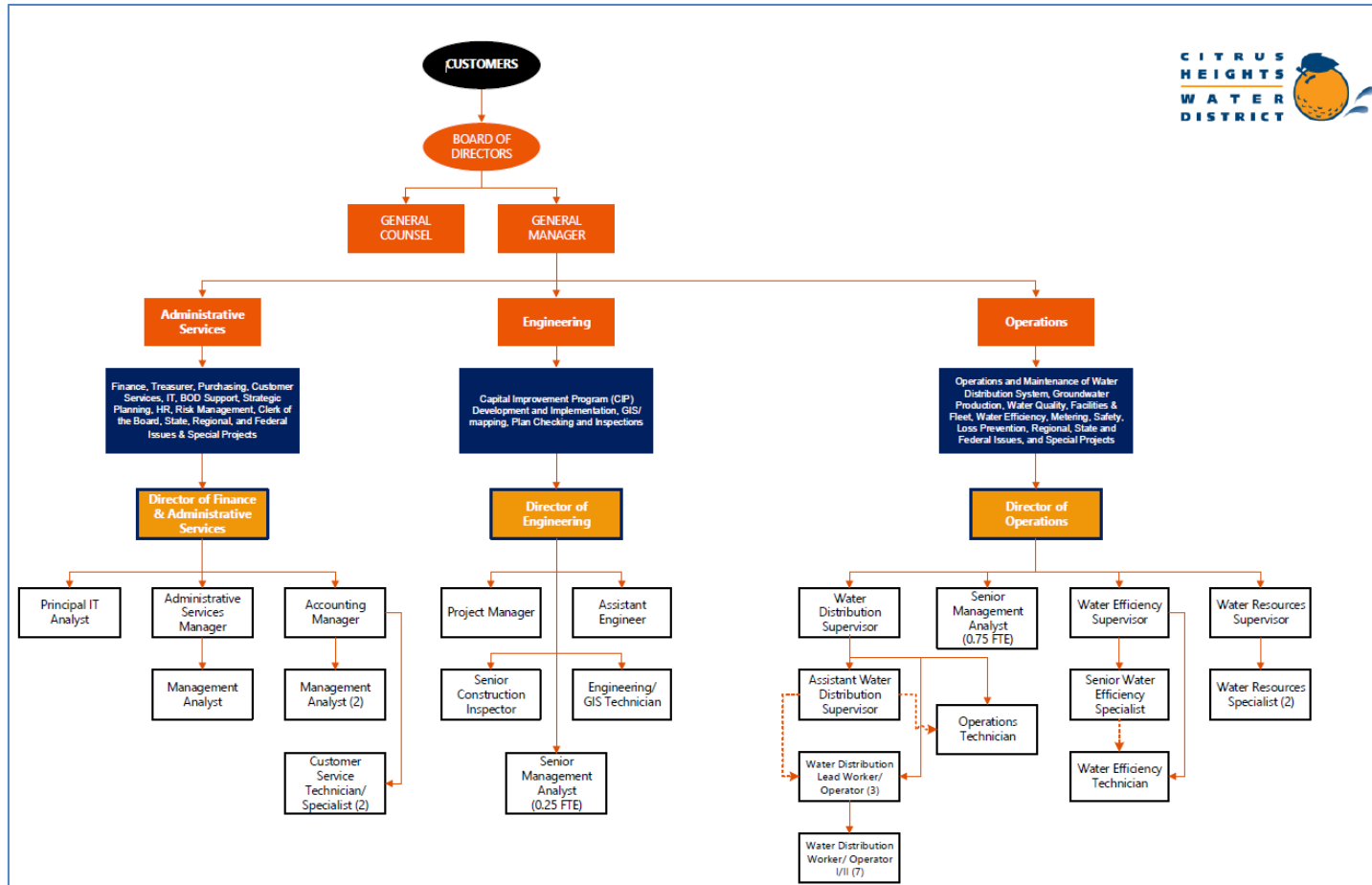
<b>#</b>	<b>START</b>	<b>END</b>	<b>WHAT</b>	<b>WHO</b>	<b>COMMENTS</b>
9			Increase number of emails on email listserv by 5%		
10			Educate customers on policy, operations, and finance issues with SJWD-Wholesale		
11			Increase online bill pay enrollment by 5%		
12			Research new options for Automated Clearing House (ACH)		
13			Implement redistricting/district division update		
14			Enhance employee recruitment and retention initiatives by providing additional resources (e.g., an advanced training and education program)		

**ATTACHMENT A**  
**BENEFITS OF THE STRATEGIC PLANNING PROCESS**

The participants identified their learnings and take-away's from the Strategic Planning process as:

1. Awesome to see the adaptability of our team—our Board and Staff.
2. We work in a continually more complicated world.
3. So grateful to work with such a talented team of people who just make things work
4. We made a lot of progress over the last year.
5. During the last year the District team demonstrated resilience, focus, and follow through.
6. It's the right approach, prudent, and forward reaching to mandate staying the course.
7. We have an exciting year ahead.
8. This is a passionate, dedicated group that we're proud to be part of.
9. The District is very focused, and our Strategic Plan demonstrates important and impressive refinements.
10. Appreciate all the work done every day by District Staff and Leadership.
11. The hard work done every day makes it easier to set policy.
12. The people at the District make it such a great place to work.
13. Appreciate the thoughtful conversations and refinements to the Strategic Plan.
14. The Board and Staff are forward thinking and collegial.
15. We're focused on quality over quantity, and these strategic planning meetings help us hash things out.
16. Hearing different perspectives is so helpful.
17. It's nice to come together and recognize all we do.
18. The Staff brought so much clarity to all the issues and are great at doing that naturally.
19. It's great having these strategy meetings, following through on our plans, and having the fiscal responsibility and financial ability to get important things done.

**ATTACHMENT B**  
**DISTRICT ORGANIZATION CHART**



# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 18, 2021 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AGREEMENT WITH FLOWLINE CONTRACTORS, INC. FOR THE FAIR OAKS BOULEVARD WATER MAIN PROJECT

STATUS : Action Item

REPORT DATE : August 4, 2021

PREPARED BY : Missy Pieri, Director of Engineering/District Engineer  
Paul Dietrich, Project Manager

**OBJECTIVE:**

Consider acceptance of a bid to install a water main along Fair Oaks Boulevard from Sunrise East Way to Niessen Way.

**BACKGROUND AND ANALYSIS:**

The Fair Oaks Boulevard Water Main Project (Project) will complete a capital improvement project that is part of the District’s 1999-2029 Capital Improvement Plan. This Project appears in the 2021 Capital Projects Budget as the Fair Oaks Boulevard Main Project (C20-101). The Project includes installing 496 linear feet of 12-inch water main, 12 linear feet of 6-inch water main, three (3) 12-inch gate valves, one (1) 6-inch gate valve, one (1) steamer fire hydrant, and one (1) 1-inch water service with curb stop.

The District received five (5) sealed proposals on August 3, 2021, at which time proposals were opened and read publicly. Bids received are as follows:

1.	Flowline Contractors, Inc.	\$261,273.00
2.	Western Engineering Contractors, Inc.	\$273,610.00
3.	Lund Construction, Co.	\$287,550.00
4.	C. E. Cox Engineering, Inc.	\$295,250.00
5.	Rawles Engineering, Inc.	\$330,156.00

The lowest responsive bid received was from Flowline Contractors, Inc., Sacramento, Ca., at \$261,273.00 as noted above. This bid was approximately 13.5% above the Engineering Estimate of \$230,288.00. Staff reviewed the bid items to determine why the contractor’s bid price was slightly higher than the Engineering Estimate and determined the water main unit pricing was the main contributing factor. Since the price is only slightly higher than the Engineering Estimate and there are sufficient funds within the 2021 adopted Capital Projects Budget for this Project, staff recommends acceptance of the lowest responsive bid.

**RECOMMENDATION:**

Accept the bid of Flowline Contractors, Inc. in the amount of \$261,273.00 and establish a contingency fund in the amount of \$26,127.00 (10%), for a total amount of \$287,400.00. Authorize the General Manager to execute an agreement with Flowline Contractors, Inc.

**ATTACHMENT:**

Fair Oaks Boulevard Water Main Project Construction Agreement

**ACTION:**

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

# FAIR OAKS BOULEVARD WATER MAIN PROJECT

## SPECIFICATIONS FOR PROJECT NO. C20-101



### CONSTRUCTION AGREEMENT



**CITRUS  
HEIGHTS**  
**WATER  
DISTRICT**

---

6230 Sylvan Rd • PO Box 286  
Citrus Heights • California • 95611-0286

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916/725-6873 • 916/725-0345 Fax

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**SECTION 00100  
NOTICE INVITING BIDS**

**NOTICE INVITING BIDS**

Citrus Heights Water District ("District") will receive sealed bids for the Fair Oaks Boulevard Main Project no later than August 3, 2021 at 2:00 pm, at the Administrative Office of Citrus Heights Water District, 6230 Sylvan Road, Citrus Heights, CA 95610, at which time said bids will be read aloud. The District will not accept late bids. Bids shall be valid for 60 calendar days after the bid opening date.

The Project must be completed within **90** calendar days, beginning ten (10) calendar days after the date on which the notice to proceed ("Notice to Proceed") is sent by the District to the contractor that is awarded a bid for this Project ("Contractor").

The Project consists of all Work described in the Contract Documents and generally consists of furnishing of all labor, materials, tax, equipment and services for the construction and completion of the following work all within the roadway of Fair Oaks Boulevard within the City of Citrus Heights. The work to be completed includes, but is not limited to, installing 496 linear feet of 12-inch water main, 12 linear feet of 6-inch water main, three (3) 12-inch gate valves, one (1) 6-inch gate valve, one (1) steamer fire hydrant, and one (1) 1-inch water service with curb stop.

Addendums or changes to the Contract Documents, Plans and Specifications prior to the date and time specified of the opening of bids will be performed and validated in writing and distributed by the District to the plan holders of record.

Contract Documents, Plans, and Specifications are now posted on the California Surveying & Drafting Supply (CSDS) website at <https://planroom.csdsinc.com/> under heading of Recent Jobs Posted. Citrus Heights Water District will be using CSDS to manage and distribute all Contract Documents, Plans, and Specifications. The entire bid package including plans and any District issued addendums can be ordered at the expense of the Contractor through the website or by calling CSDS at (916) 344-0232, 4733 Auburn Blvd, Sacramento, CA 95841. Prospective bidders may review all the documents on the website without downloading for no charge.

Addendums or changes to the Contract Documents, Plans and Specifications prior to the date and time specified of the opening of bids will be performed and validated in writing and distributed by the District to the plan holders of record.

Complete sets of the Bid Forms must be used in preparing bids. The District does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Modifications to or withdrawal of bids may be made by the bidder prior to the bid closing deadline. Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the District in an amount not less than (10%) of the submitted Total Bid Price.

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NOTICE INVITING BIDS**

**SECTION 00100**  
**NOTICE INVITING BIDS**

Bids will be read aloud. However, bid results are automatically made public by email transmittal to all participants of the Mandatory Pre-Bid Conference and by posting to the District's website at <http://chwd.org/>. The District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

A MANDATORY Pre-Bid Conference will be held at **6230 Sylvan Road, Citrus Heights, CA 95611** on the following date and time: July 20, 2021 at 9AM. Each and every Bidder MUST attend the Pre-Bid Conference. Bids WILL NOT be accepted from any bidder who did not attend the Mandatory Pre-Bid Conference.

The last day to submit written questions is July 27, 2021 before 5:00 PM. Submission shall be sent via email to Paul Dietrich at [pauld@chwd.org](mailto:pauld@chwd.org). An addendum will be created to address all questions and sent to all attendees of the Mandatory Pre-Bid Conference via email by end-of-day July 29, 2021.

The District's preliminary cost estimate for this Project is \$230,288.00

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the District with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at the District's offices, 6230 Sylvan Road, Citrus Heights, California 95610, or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

All contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the

**SECTION 00100**  
**NOTICE INVITING BIDS**

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NOTICE INVITING BIDS**

contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

California Class A General Engineering Contractor.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Award of Contract: The District may award the Contract for the Project to the lowest responsible bidder as determined from the Base Bid by the District. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

The District reserves the right to reject any or all bids or to accept any bid. The District reserves the right to determine which proposal is, in its judgment, the most responsive bid of a responsible bidder and which proposal should be accepted in the best interest of the District. The District also reserves the right to waive any informality in any proposal or bid.

For further information, contact Paul Dietrich at 916-735-7723 or via e-mail ([pauld@chwd.org](mailto:pauld@chwd.org)).

**END OF NOTICE INVITING BIDS**

**SECTION 00100  
NOTICE INVITING BIDS**

**SECTION 00200**  
**INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**

**1. AVAILABILITY OF CONTRACT DOCUMENTS**

Bids must be submitted to the District on the Bid Documents which are a part of the Bid Package for the Project. Prospective bidders may obtain a complete set of Contract Documents as stated in the Notice Inviting Bids.

**2. EXAMINATION OF CONTRACT DOCUMENTS**

The District has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

**3. INTERPRETATION OF CONTRACT DOCUMENTS**

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent via email or U.S. Mail to:

Paul Dietrich  
Citrus Heights Water District  
6230 Sylvan Road  
Citrus Heights, CA 95610  
e-mail: pauld@chwd.org

and received no later than July 27, 2021 before 5:00PM.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and provided to all recipients of complete sets of the Contract Documents. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items of work to be performed under the Contract Documents.

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**INSTRUCTIONS TO BIDDERS**

**4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK**

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site(s), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

**5. ADDENDA**

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by issuing Addenda. All plan holders will be notified when an addendum is posted to the bid management system. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than **72 hours** prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Announcement of any extension shall be made via the electronic bid management system to all plan holders. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, the electronic bid management system requires each bidder acknowledge receipt of all addenda before submission of the bid.

**6. ALTERNATE BIDS**

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only, unless otherwise specified in the notice Inviting Bids. The time required for completion of the alternate bid items has been factored into the Contract Time and no additional time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

**7. COMPLETION OF BID FORMS**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. Deviations in the bid form may result in the bid being deemed non-responsive.

**8. MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations,



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**INSTRUCTIONS TO BIDDERS**

exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

**9. DESIGNATION OF SUBCONTRACTORS**

Pursuant to State law, the Bidders must designate the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the District. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

**10. LICENSING REQUIREMENTS**

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar Days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code Section 20103.5.

**11. SIGNING OF BIDS**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. Hard copy of bids shall be submitted at the District's offices.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind

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**INSTRUCTIONS TO BIDDERS**

Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

**12. BID GUARANTEE (BOND)**

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the District; (c) a cashier's check made payable to the District; or (d) a bid bond payable to the District executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar Days after notification of the intent to award the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible bidder, or may call for new bids.

**13. SUBMISSION OF SEALED BIDS**

Bidders shall submit hard copies of their bids pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of submission are stated in the Notice Inviting Bids. District shall not accept bids otherwise transmitted. **No oral, telephonic, or facsimile bids will be considered.**

**14. DELIVERY AND OPENING OF BIDS**

Bids will be received by the District up to the date and time shown in the Notice Inviting Bids. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

**15. WITHDRAWAL OF BID**

Prior to the bid closing deadline, a Bid may be electronically withdrawn by the Bidder. Any

**SECTION 00200**  
**INSTRUCTIONS TO BIDDERS**

request to withdraw a bid after bid opening must be made in accordance with Public Contract Code section 5100 *et seq.* and must be submitted in writing within five (5) working Days, excluding Saturday, Sundays and State holidays, specifying in detail how the mistake was made.

**16. BASIS OF AWARD; BALANCED BIDS**

The District shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The District may reject any Bid which, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

**17. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID**

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit sub-proposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

**18. INSURANCE REQUIREMENTS**

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

**19. AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District may award the contract, or reject all bids. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the intent to award, the Bidder will have ten (10) consecutive calendar Days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar Days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District shall issue a Notice to Proceed to that Bidder.

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**INSTRUCTIONS TO BIDDERS**

**20. FILING OF BID PROTESTS**

Any bid protest relating to the form or content of the Bid or Contract Documents must be submitted in writing via the electronic bid management system at least ten (10) business Days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form or content of the Bid or Contract Documents not previously stated in writing.

Submitted bids will be timely made available for review upon written request of any bidder.

Bidders may file a "protest" of a Bid with the District's General Manager. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing not later than 5:00 p.m. on the fifth business Day after the bid opening date;
- B. Clearly identify the specific irregularity or basis for the protest;
- C. Specify, in detail, the factual and legal grounds for the protest; and
- D. Include all relevant supporting documentation with the protest at time of filing.

If the protest does not meet all of these requirements, the District may reject it without further review.

If the protest is timely and complies with all of the above requirements, the District's General Manager, or other designated District staff or representative, shall review the protest, any response from the challenged bidder, and all other relevant information. The District will provide a written response to the protestor.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

**21. WORKERS COMPENSATION**

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

**22. RETENTION AND SUBSTITUTION OF SECURITY**

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. Unless the District has made findings pursuant to Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and

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**INSTRUCTIONS TO BIDDERS**

therefore a retention of 10% shall be withheld from each progress payment as provided by the Contract Documents), the District will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

**23. PREVAILING WAGES**

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at the District's offices, 6230 Sylvan Road, Citrus Heights, California 95610, or may be obtained online at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall pay the higher of the state or federal prevailing wage rates.

**24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

**25. IRAN CONTRACTING ACT CERTIFICATION**

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 *et seq.* with its bid. The certification is included in the Contract Documents.

**26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer,

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**INSTRUCTIONS TO BIDDERS**

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as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

**27. REQUEST FOR SUBSTITUTIONS**

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date.**

**28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents. Bidders shall include all applicable taxes and fees that are in effect or reasonably anticipated on the bid date in their bid price.

**29. EXECUTION OF CONTRACT**

As required herein, the Bidder to whom an award is made shall execute two identical counterparts of the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

**END OF INSTRUCTIONS TO BIDDERS**

**SECTION 00400  
BID FORM**

**BID FORM**

**NAME OF BIDDER:** Flowline Contractors, Inc.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**FAIR OAKS BOULEVARD  
WATER MAIN PROJECT**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Contract Documents for the TOTAL BID PRICE.

In the event the bid schedule requires unit pricing, final payment shall be determined by the District from measured quantities of work performed based upon the unit price.

<b>Bid Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Price</b>
1	Mobilization. (8% Max. of total)	1	Lump Sum	\$17,079.00	\$17,079.00
2	Sheeting, shoring and bracing. (1% Max. total)	1	Lump Sum	\$2,250.00	\$2,250.00
3	Traffic control plan and implementation. (5% Max. of total)	1	Lump Sum	\$7,886.00	\$7,886.00
4	Storm water pollution prevention implementation. (1% Max. of total)	1	Lump Sum	\$1,306.00	\$1,306.00
5	Install 12" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.)	496	Lineal Feet	\$222.00	\$110,112.00
6	Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) water main. (Trench depth 60" Max.)	12	Lineal Feet	\$610.00	\$7,320.00
7	12" connection to existing 12" water main.	2	Each	\$14,144.00	\$28,288.00
8	Install 12" resilient wedge gate valve.	3	Each	\$3,642.00	\$10,926.00
9	Install 6" resilient wedge gate valve.	1	Each	\$1,942.00	\$1,942.00

**SECTION 00400  
 BID FORM**

<b>Bid Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Price</b>
10	Install dry barrel steamer fire hydrant.	1	Each	\$5,559.00	\$5,559.00
11	Install concrete fire hydrant access pad.	1	Each	\$1,335.00	\$1,335.00
12	Install 2" blow-off valve.	2	Each	\$3,790.00	\$7,580.00
13	Install 1" water service with curb stop.	1	Each	\$3,717.00	\$3,717.00
14	6" Max. depth Asphaltic Concrete (AC) paving restoration.	3500	Square Feet	<del>\$11.05</del> <sup>\$9.21</sup> <sub>BB</sub>	<del>\$38,675.00</del> <sup>32,235.00</sup> <sub>BB</sub>
15	Concrete Restoration	100	Square Feet	\$34.00	\$3,400.00
16	Landscape Restoration	500	Square Feet	\$6.00	\$3,000.00
17	Remove 1 1/2" service saddle and install repair band on water main.	1	Each	\$5,886.00	\$5,886.00
18	Remove existing tee and valves.	1	Each	\$9,881.00	\$9,881.00
19	Remove existing fire hydrant.	1	Each	\$1,571.00	\$1,571.00

Bidders must provide pricing for every bid item.

The estimated quantities for unit price items are for purposes of comparing bids only and the District makes no representation that the actual quantities of work performed will not vary from the estimates.

In case of discrepancy between the unit price and the line item cost set forth for a unit price item, the line item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Line Item Cost" column, then the amount set forth in the "Line Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the District may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by the Engineer from measured quantities of work performed based upon the unit price.



**SECTION 00400**  
**BID FORM**

**TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):**

\$ 261,273.00  
267,713.00- 33  
Total Bid Price in Numbers  
Two hundred sixty-one thousand two hundred seventy three dollars  
~~two hundred sixty-seven thousand seven hundred thirteen dollars- 33~~  
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that the bid accompanied by this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar Days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

If the Contract Documents specify alternate bid items, the Alternate Additive or Deductive Bid amounts shall be added to or deducted from the Total Bid Price at the District's sole option. The District can choose to include one or more of the Alternate Bids in the Project. If any of the Alternate Bids are selected by the District, the resulting amount shall be added to or deducted from Total Bid Price for the Project. The District may select one or more of the Alternate Bids at the stated Bid Price up to sixty (60) Days following award of the Contract. The District can award/select Alternate Bid items at any time(s).

The Contract duration shall commence on the date stated in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the District's Notice to Proceed, or before providing the required bonds and evidence of insurance.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 697400, Expiration Date 10/31/2022 class of license A. Bidder certifies that it and all sub-contractors are registered with the Department of Industrial Relations to perform public work, Registration No. 1000044596 (provide DIR for all sub-contractors, separate pages may be attached as needed). If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges understanding and full consideration of any issued addenda to the Contract Documents.

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully executed Non-Collusion Declaration form.

**SECTION 00400  
BID FORM**

3. Attached is the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Iran Contracting Act Certification.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder Flowline Contractors, Inc.

Signature 

Name and Title Ben Borba, Vice President

Dated 08/03/2021


**END OF BID FORM**

**SECTION 00405**  
**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Flowline Contractors, Inc.

Signature 

Name Ben Borba

Title Vice President

Dated 08/03/2021

**END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

SECTION 00410  
BID BOND

BID BOND

The makers of this bond are, Flowline Contractors, Inc.,  
as Principal, and Merchants Bonding Company (Mutual), as  
Surety and are held and firmly bound unto Citrus Heights Water District, hereinafter called  
the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the  
Principal submitted to District for the work described below, for the payment of which sum  
in lawful money of the United States, well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the  
Principal has submitted the accompanying bid dated August 3, 2021, for \_\_\_\_\_  
Fair Oaks Boulevard Water Main Project  
(INSERT PROJECT NAME).

If the Principal does not withdraw its bid within the time specified in the  
Contract Documents; and if bid is rejected or, in the alternate, the Principal is awarded  
the Contract, signs the Contract and provides all documents to the District as required by  
the Contract Documents; then this obligation shall be null and void. Otherwise, this bond  
will remain in full force and effect and upon default of the Principal shall be forfeited to the  
District, it being expressly understood and agreed that the liability of the Surety for any  
and all default of the Principal shall be the amount of this obligation as herein stated, as  
liquidated damages.

Surety, for value received, hereby stipulates and agrees that no change,  
extension of time, alteration or addition to the terms of the Contract Documents shall  
affect its obligation under this bond, and Surety does hereby waive notice of any such  
changes.

IN WITNESS WHEREOF, the above-bound parties have executed this  
instrument under their several seals this 14th Day of July, 2021, the name  
and corporate seal of each corporation.

(Corporate Seal)

Flowline Contractors, Inc.  
Contractor/ Principal  
By [Signature]  
Title Vice President  
Merchants Bonding Company (Mutual)

(Corporate Seal)

Surety  
By [Signature]  
K. Corey Ward, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title  
Merchants Bonding Company (Mutual)  
6700 Westown Parkway,  
West Des Moines, IA 50266-7754

SECTION 00410  
BID BOND

**Notary Acknowledgment**

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

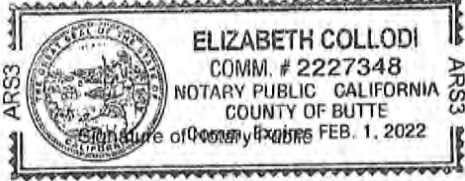
STATE OF CALIFORNIA  
COUNTY OF Butte

On July 14, 2021, before me, Elizabeth Collodi, Notary Public, Notary Public, personally appeared K. Corey Ward, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



WITNESS my hand and official seal.

*Elizabeth Collodi*

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

- Partner(s)
  - Limited
  - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bill Rapp; Claudine Gordon; Deanna Quintero; Elizabeth Colodi; Jason March; Jennifer Lakmann; John Hopkins; K Corey Ward; Kristie Phillips; Marissa Robinson; Mary Collins; Matthew Foster; Michael K Feeney; Mindy Whitehouse; Phillip Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Sarah Otto; Stephanie Agapoff; Steven Lee Williams; Tony Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of January, 2021

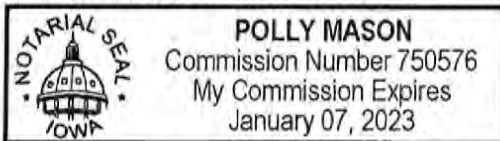


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 27th day of January, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of July, 2021



*William Warner Jr.*  
Secretary

**SECTION 00420  
NON-COLLUSION DECLARATION**

**NON-COLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice President of Flowline Contractors, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 08/03/2021 [date], at Sacramento [city], California [state].

  
\_\_\_\_\_  
(Signature)  
Ben Borba  
\_\_\_\_\_  
(Print Name)  
Vice President  
\_\_\_\_\_  
(Print Title)  
08/03/2021  
\_\_\_\_\_  
(Date)

**END OF NON-COLLUSION DECLARATION**

**SECTION 00420  
NON-COLLUSION DECLARATION**





**SECTION 00430**  
**CONTRACTOR INFORMATION AND EXPERIENCE FORM**

6.6 Treasurer's Name: Steve Fann

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization:  
N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A  
\_\_\_\_\_  
\_\_\_\_\_

10.0 What type of work does the Bidder normally perform with its own forces?

Underground water utilities  
\_\_\_\_\_  
\_\_\_\_\_

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

**SECTION 00430**  
**CONTRACTOR INFORMATION AND EXPERIENCE FORM**

N/A

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13.0 List Trade References:

**United Rentals** (212) 333-6600 ext. 84832

**A. Teichert & Son, Inc.** (916) 484-3240

**Iconix Waterworks (US) Inc.** (800) 665-2134 ext 3521

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14.0 List Bank References (Bank and Branch Address):

American River Bank

9750 Business Park Drive

Sacramento, CA 95827

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15.0 Name of Bonding Company and Name and Address of Agent:

Merchants Bonding Company (Mutual)

6700 Westown Parkway

West Des Moines, IA 50266

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**SECTION 00430  
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

**B. LIST OF CURRENT PROJECTS (Backlog)**

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name/ Phone Number
2021-22 Water Services Agreement	Annual Service Installation and Repair	07/2022	n/a Continuous Service Contract	Hector Segoviano (916) 679-3982
Reclamation District 900: Drever Building Remodel	Remodel of existing warehouse and office structure: Underground fire line.	07/2021	\$61,421.00	Triamid Construction of Central California (916) 858-0397
2021 Meter Retrofit Project	Meter Retrofit	12/2021	\$1,240,067.00	Dave Morrow, P.E. (916) 679-3988
Stanley Avenue Water Main Replacement Project	Water Main & Service Repair & Installation	11/2021	\$1,760,654.20	Justin Chen (916) 483-2452 ext. 14
Backyard Water Main Replacement Project	Water Main & Service Repair & Installation	12/2021?	\$622,075.42	Bruce Kamilos (916) 685-3556

**SECTION 00430  
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

Kokila SJWD/ PCWA Intertie Project	Water Main Installation / Connection	09/2021	\$349,588.00	Andrew Pierson (916) 791-6912
2021-22 Annual Services	Annual Service Installation and Repair	06/2022	n/a Continuous Service Contract	Mike Stemple (916) 791-6916

**C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS**

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name/ Phone Number
Sacramento Suburban Water District	Meter Retrofit	01/2020 - 12/2020	\$1,081,980.00	Dave Morrow, P.E. (916) 679-3988
Carmichael Water District	Water Main & Services Replacement	12/2019 - 06/2020	\$1,965,602.00	Emily Huddish, P.E. (720) 744-2201
Sacramento Suburban Water District	Water Main & Services Replacement	12/2019 - 05/2020	\$320,210.00	David Espinoza, P.E. (916) 679-2886

**SECTION 00430  
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

**SECTION 00430  
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

Sacramento Suburban Water District	Water Main & Services Replacement	06/2020 - 12/2020	\$1,564,174.00	David Espinoza, P.E. (916) 679-2886
Citrus Heights Water District	Water Main Replacement & Service Installation	07/2020 - 02/2021	\$565,483.21	Paul Dietrich (916) 735-7723
Citrus Heights Water District	Water Main Replacement & Service Installation	07/2020 - 02/2021	\$397,802.00	Paul Dietrich (916) 735-7723
Orange Vale Water Company	Water Main Replacement & Service Installation	10/2020 - 12/2020	\$391,947.00	Mark Dubose (916) 988-1693
Foresthill Public Utility District	Water Main Replacement & Service Installation	07/2019 - 11/2019	\$1,421,183.00	Hank White (530) 367-6921
Sacramento Suburban Water District	Water Main Replacement & Service Installation	01/2019 - 11/2019	\$2,128,777.00	David Espinoza, P.E. (916) 679-2886

**D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

**Personnel:**

**SECTION 00430  
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

**SECTION 00430  
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Ben Borba, V.P., Superintendent - 10%

Spencer Roberts, Asst. Project Manager - 10%

Dennis Land, Foreman - 95%                      Emanuel Mendoza, Foreman - 25%

2. Summarize each person's specialized education:

Ben Borba: Hazmat, AC Pipe Handling, Traffic Flagger, Confined Space, CPR

Dennis Land: Local 3- Operating Eng., Pipe Safety, OSHA 40, Confined Space, CPR

3. List each person's years of construction experience relevant to the project:  
Ben Borba-23 Years

Dennis Land - 35 Years

Emanuel Mendoza- 22 Years

4. Summarize such experience:

Ben Borba has installed water mains for Sac. Suburban Water District for

last 12 Years. Dennis Land has 32 years of experience in underground utilities

25 as a pipe foreman and has been an operator for 35 years.

Bidder agrees that personnel named in this Bid will remain on this Project in their designated capacities until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

**SECTION 00430  
CONTRACTOR INFORMATION AND EXPERIENCE FORM**

**Additional Bidder's Statements:**

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

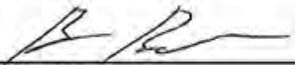
n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Flowline Contractors, Inc.

Signature 

Name Ben Borba

Title Vice President

Dated 08/03/2021

**END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM**

**SECTION 00440**  
**LIST OF SUBCONTRACTORS FORM**

**LIST OF SUBCONTRACTORS FORM**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name, contractor's license number and the location of the place of business of and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. The District may, within its sole discretion, grant additional time to provide the below requested information.

If no subcontractor is specified for a portion of the Work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater, or if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

The completed form shall include a Department of Industrial Relations registration number for all subcontractors. Failure to include a registration number may cause the bid to be non-responsive.

Portion of the Work	Subcontractor	Location of Business	% of the Work	License & Registration Numbers
Saw Cut	California Cut& Core	11358 Sunrise Gold Cir STE. A Rancho Cordova, 95742	1%	CSLB: <b>894220</b> DIR: <b>1000005374</b>
Chlorination	Cannon Water Technologies	233 Technology Wy STE. 9 Rocklin, Ca 95765	1%	CalEPA: <b>32538</b> DIR: <b>1000011042</b>
Paving	Sierra National Asphalt	5433 El Camino Ave STE. 4 Carmichael, CA 95608	9%	CSLB: <b>855769</b> DIR: <b>1000016970</b>
Striping BB	<del>Chrisp Company</del> BB	<del>1805 E. Beamer Rd</del> BB <del>Woodland, CA 95776</del> BB	<del>2%</del> BB	CSLB: <b>374600</b> BB DIR: BB <del>1000000306</del> BB
Striping	Sierra Traffic Markings	9725 Del Rd. Suite B Roseville CA 95747	1%	CSLB: 755317 DIR: 1000002783





**SECTION 00440**  
**LIST OF SUBCONTRACTORS FORM**

Name and Title Ben Borba, Vice President

Dated 08/03/2021


**END OF LIST OF SUBCONTRACTORS FORM**

**SECTION 00441  
IRAN CONTRACTING ACT CERTIFICATION**

**IRAN CONTRACTING ACT CERTIFICATION  
(Public Contract Code section 2200 et seq.)**

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 et seq.) is true and correct:

- The Contractor is not:
  - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or
  - (ii) a financial institution that extends, for 45 Days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Work does not exceed \$1,000,000.

Signed \_\_\_\_\_ Ben Borba 

Titled Vice President

Firm Flowline Contractors, Inc.

Date 08/03/2021

**Note:** In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

**END OF IRAN CONTRACTING ACT CERTIFICATION**

**SECTION 00500  
CONTRACT**

**CONTRACT**

THIS CONTRACT is made this \_\_\_\_ Day of \_\_\_\_\_, 2021, in the County of Sacramento, State of California, by and between the Citrus Heights Water District, hereinafter called District, and Flowline Contractors, Inc., hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**Fair Oaks Boulevard Water Main Project**

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **90** calendar Days from the commencement date stated in the Notice to Proceed, herein after the Contract Time. By its signature hereunder, Contractor agrees the Contract Time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of two hundred sixty-one thousand two hundred seventy-three dollars (\$261,273.00), hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** The Contractor acknowledges that the District will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the District's actual damages. Accordingly, as provided in Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of **\$500.00** for each and every calendar Day of delay in completing the Work beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event the Liquidated Damages are not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the District's rights to other damages or remedies specified in the Contract Documents or allowed by law.

**SECTION 00500**  
**CONTRACT**

Should Contractor be inexcusably delayed in the performance of the Work, District may deduct Liquidated Damages based on its estimate of when Contractor will achieve Final Completion or other milestones. District need not wait until Final Completion to withhold Liquidated Damages from Contractor.

Liquidated Damages are not a penalty but an agreed upon estimate of the actual damages that would be sustained by the District for delay, including but not limited to loss of revenue, inconvenience to the District and the public, and increased Project administration expenses, such as extra inspection, construction management, staff time and architectural and engineering expenses. Liquidated Damages do not include actual damages the District incurs on account of claims by third parties against the District on account of any delay.

Should money due or to become due to the Contractor be insufficient to cover Liquidated Damages or other offsets due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to District.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The “Contract Documents” include the following documents, each of which is incorporated into this Contract by reference:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor’s Certificate Regarding Workers’ Compensation
- Bid Bond
- Non-Collusion Declaration form
- Contractor Information and Experience Form
- List of Subcontractors Form
- Iran Contracting Act Certification
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- General Specifications
- Special Provisions
- Construction Details
- Project Plans
- Encroachment Permit Documents
- Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

**SECTION 00500**  
**CONTRACT**

**SECTION 00500**  
**CONTRACT**

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including but not limited to, the provisions of the California Labor Code and Public Contract Code applicable to this Project.

If the Work involves federal funds, the Contractor and all its subcontractors shall comply with all requirements set forth in the attached Federal Requirements.

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the District's offices, 6230 Sylvan Road, Citrus Heights, California 95610, or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

**SECTION 00500  
CONTRACT**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the Day and year above written.

<b>FLOWLINE CONTRACTORS, INC.</b>	<b>CITRUS HEIGHTS WATER DISTRICT</b>
By _____	By _____
Name and Title:  _____	Name and Title:  <u>Hilary M. Straus, General Manager</u>
License No.  <u>697400</u>	
DIR Registration No.  <u>1000044596</u>	

**END OF CONTRACT**

**SECTION 00610  
PERFORMANCE BOND**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Citrus Heights Water District (hereinafter referred to as "District") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the



**SECTION 00610**  
**PERFORMANCE BOND**

Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or

**SECTION 00610**  
**PERFORMANCE BOND**

**SECTION 00610  
PERFORMANCE BOND**

addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_).

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.

(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or \_\_\_\_\_  
Representative for service of

process in California, if different \_\_\_\_\_  
from above) \_\_\_\_\_

(Telephone number of Surety and \_\_\_\_\_  
Agent or Representative for service

of process in California \_\_\_\_\_

**SECTION 00610  
PERFORMANCE BOND**

**SECTION 00610  
PERFORMANCE BOND**

**Notary Acknowledgment**

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)                       Limited
- General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

**SECTION 00620  
PAYMENT BOND**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Citrus Heights Water District (hereinafter designated as the "District"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans,

**SECTION 00620  
PAYMENT BOND**

Specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Title \_\_\_\_\_

Signatures of those signing for the Contractor and Surety must be notified and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

SECTION 00620  
PAYMENT BOND

**Notary Acknowledgment**

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)  Limited
- General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

**SECTION 00700  
GENERAL CONDITIONS**

**GENERAL CONDITIONS**

**ARTICLE 1.           DEFINITIONS**

- a.    Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the District .
- b.    Act of God is an earthquake of magnitude 3.5 or higher on the Richter scale or a tidal wave.
- c.    Applicable Laws means laws, statutes, ordinances, rules, codes, regulations permits and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- d.    Approval means written authorization by Engineer and/or District .
- e.    Contract Documents includes all documents as stated in the Contract.
- f.    Day shall mean calendar Day unless otherwise specifically designated.
- g.    District and Contractor are those stated in the Contract. The terms District, CHWD, and Owner may be used interchangeably.
- h.    Engineer shall mean the District Engineer or his or her designee, of Citrus Heights Water District, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the “District’s Representative” or “Representative” in the Contract Documents.
- i.    Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or District.
- j.    Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or District is intended, unless stated otherwise.
- k.    Install means the complete installation of any item, equipment or material.
- l.    Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

**SECTION 00700  
GENERAL CONDITIONS**

- m. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- n. Project is The Work planned by District as provided in the Contract Documents.
- o. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.
- p. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock. The Contractor shall coordinate with the appropriate local government agency and comply with local waste disposal ordinances.
- q. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. In the case of conflict between the Specifications and the Contract Documents, the Contract Documents shall prevail.
- r. The Work means the entire improvement planned by the District pursuant to the Contract Documents.
- s. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

**ARTICLE 2. CONTRACT DOCUMENTS**

- a. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. **Interpretations.** The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
  - 1. Change Orders or Work Change Directives, the most recent first
  - 2. Addenda, the most recent first
  - 3. Environmental documents and approvals
  - 4. Special Provisions (or Special Conditions)
  - 5. Technical Specifications
  - 6. Plans (Contract Drawings)
  - 7. Contract
  - 8. General Conditions

**SECTION 00700  
GENERAL CONDITIONS**



**SECTION 00700  
GENERAL CONDITIONS**

9. Instructions to Bidders
10. Notice Inviting Bids
11. Contractor's Bid Forms
12. Standard Specifications/Greenbook
13. Standard Plans
14. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
  2. Detail drawings govern over general drawings
  3. Addenda or Change Order drawings govern over Contract Drawings
  4. Contract Drawings govern over Standard Drawings
  5. Contract Drawings govern over Shop Drawings
- c. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

**ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE**

Contractor will be furnished, free of charge, **3 (three)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

**ARTICLE 4. CONTRACTOR SHALL MAINTAIN A CLEAN, UNDAMAGED SET OF CONTRACT DOCUMENTS AT THE PROJECT SITE.**

- a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer in writing of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Request for Information; Additional Instructions.** Contractor may make a written request for information to address any error, inconsistency, ambiguity, conflict or lack of detail or explanation in the Contract Documents. The Engineer

**SECTION 00700  
GENERAL CONDITIONS**

will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

- c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such written Approval as may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

**ARTICLE 5.           EXISTENCE OF UTILITIES AT THE WORK SITE**

a.     **Existing Utilities**

- i.     General – Known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project.
- ii.    The District will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the District in the Contract Documents or cannot reasonably be inferred from the presence of other visible facilities.

b.     **Utility Location**

- i.     It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation or time extensions for work necessary to avoid interferences or for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

**SECTION 00700**  
**GENERAL CONDITIONS**

- ii. The locating of utilities shall be in conformance with Government Code section 4216 except for the District's utilities located on the District's property and not in public right-of-way.
- iii. A "High Priority Subsurface Installation" is defined in section 4216 (e) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."
- iv. A "Subsurface Installation" is defined in section 4216 (l) as "any underground pipeline, conduit, duct, wire, or other structure, except non-pressurized sewer lines, non-pressurized storm drains, or other non-pressurized drain lines."
- v. Pursuant to Government Code section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working Days but not more than fourteen (14) Days before performing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to the District written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.
- vi. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. The District shall be given written notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.
- vii. The Contractor's attention is directed to the requirements of Government Code section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of section 4216.2. The excavator and the operator or its representative shall conduct an onsite

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meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time.” The Contractor shall notify the District in advance of this meeting.

**c. Utility Relocation and Repair**

- i. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, Contractor shall notify the District in writing.
- ii. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, Contractor shall call 911 emergency services.
- iii. District will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in ARTICLE 46 (Changes and Extra Work). The Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay is caused by the failure of the District or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with ARTICLE 46.
- iv. The public utility, where they are the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the District and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.
- v. When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the District will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Contract.

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- vi. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

**ARTICLE 6. SCHEDULE**

- a. **General Requirements.** The schedule shall be prepared in a Critical Path Method ("CPM") format and in an electronic scheduling program acceptable to the District. Contractor shall deliver the schedule and all updates to the District in both paper and electronic form. The electronic versions shall be in the format and include all data used to prepare the schedule; pdf. Copies are not acceptable.
- b. **Initial Schedule.** Within ten (10) Days after the issuance of the Notice to Proceed, Contractor shall prepare a schedule for the performance of the Work and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the District shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- c. **Schedule Contents.** The schedule shall allow enough time for inclement weather that can reasonably be expected at the Site. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the Contract Time. Schedule duration shall match the Contract Time. Schedules indicating early completion will be rejected.
- d. **Schedule Updates.** Contractor shall continuously update its construction schedule to show the actual status of the Work and incorporate changes in the Work. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

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**ARTICLE 7.           SUBSTITUTIONS**

- a. Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the District may have adopted certain uniform standards for certain materials, processes and articles.
- c. Contractor shall submit written requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) Days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) Days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article without adjustment to the Contract Price or Contract Time. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The District has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.
- d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, Specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.
- e. The Contractor shall bear all of the District’s costs associated with the review of substitution requests.

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- f. The Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article.
- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

**ARTICLE 8. SHOP DRAWINGS**

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, three (3) hard copies and one electronic copy of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall make any corrections required by the Engineer, and file with the Engineer three (3) hard copies and one electronic copy each, and furnish such other copies as may be needed for completion of the Work. Engineer’s approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer’s attention to such deviations at time of submission and has secured the Engineer’s written Approval. Engineer’s Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

**ARTICLE 9. SUBMITTALS**

- a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

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- d. Contractor shall not be entitled to any extension of the Contract Time on account of the requirements of ARTICLE 9.

**ARTICLE 10. MATERIALS**

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within the Contract Time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the District free from any claims, liens, or charges.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

**ARTICLE 11. CONTRACTOR'S SUPERVISION**

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the District. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

**ARTICLE 12. WORKERS**

- a. Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors. Contractor shall not employ or allow subcontractors to employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.



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- b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the District.

**ARTICLE 13. SUBCONTRACTORS**

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the District.
- b. The District reserves the right to Approve all subcontractors. The District's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

**ARTICLE 14. VERIFICATION OF EMPLOYMENT ELIGIBILITY**

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the District to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this ARTICLE 14; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

**ARTICLE 15. PERMITS AND LICENSES**

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and permits for plumbing, mechanical and

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electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.

- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the Specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

**ARTICLE 16. UTILITY USAGE**

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project, including but not limited to startup and testing required in the Contract Documents.
- c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.
- d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the District, use the District's existing utilities. If Contractor uses District utilities, it shall compensate the District for utilities used by Contractor.

**ARTICLE 17. INSPECTION FEES FOR PERMANENT UTILITIES**

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the District. Contractor may either request reimbursement from the District for such fees, or shall be responsible for arranging and coordination with District for the payment of such fees.

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**ARTICLE 18. TRENCHES**

- a. Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on the owner, any of its officers, officials, partners, employees, agents, consultants or volunteers. The Owner's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders and does not relieve the Contractor of any obligation hereunder. Prior to commencing any excavation, the Contractor shall designate in writing to the District the "competent person(s)" with authority and responsibilities designated in the Construction Safety Orders.
- b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
- 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - 2) Subsurface or latent physical conditions at the site differing from those indicated by information made available to bidders prior to the deadline for submitting bids.
  - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

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In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

**ARTICLE 19. DIVERSION OF RECYCLABLE WASTE MATERIALS**

In compliance with the applicable District's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by District or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor. The Contractor shall coordinate with the appropriate local government agency and comply with local waste disposal ordinances.

**ARTICLE 20. REMOVAL OF HAZARDOUS MATERIALS**

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials (as defined in section 25117 of the Health and Safety Code) which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the District in writing. The District shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

**ARTICLE 21. SANITARY FACILITIES**

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

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**ARTICLE 22. AIR POLLUTION CONTROL**

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements. Without limiting the foregoing, Contractor must fully comply with all Applicable Laws, rules and regulations in furnishing or using equipment and/ or providing services, including but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/ or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to “portable equipment” which definition is considered to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its violations of Applicable laws as well as those of its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in ARTICLE 48.

**ARTICLE 23. COMPLIANCE WITH STATE STORM WATER PERMIT**

- a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board (“State Water Board”) Water Quality Order No. 2009-00009-DWQ as modified by Order No. 2010-0014-DWQ, National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Discharges Associated with Construction Activity (“Permit”) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (“SWPPP”) prior to initiating Work. In bidding on this Contract, it shall be Contractor’s responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage District, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their

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jurisdiction, including applicable requirements in municipal storm water management programs.

- d. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- e. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

**ARTICLE 24. CLEANING UP**

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. The contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.
- b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

**ARTICLE 25. LAYOUT AND FIELD ENGINEERING**

All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the District at its expense. Layout shall be done by a qualified individual Approved by the Engineer. Any required "as-built" drawings of civil engineering elements of the Work shall be prepared by a registered civil engineer.

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**ARTICLE 26. EXCESSIVE NOISE**

- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.
- c. The Contractor shall comply with all the environmental provisions contained in the Contract Documents.

**ARTICLE 27. TESTS AND INSPECTIONS**

- a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working Days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance with the Contract Documents or Applicable Law shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents, at the Contractor's cost.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may

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arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.

- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

**ARTICLE 28. PROTECTION OF WORK AND PROPERTY**

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the District. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the District and the Contractor in accordance with ARTICLE 46.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:

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- 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
- 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- 3) Deliver materials to the Project site over a route designated by the Engineer.
- 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
- 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
- 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the District.
- 7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the District.
- 8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
- 9) At the completion of work each Day, leave the Project site in a clean, safe condition.
- 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

- e. Should damage to persons or property occur as a result of The Work, Contractor shall promptly notify the District, in writing. Contractor shall be responsible for proper investigation, documentation, including video or photography, to

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adequately memorialize and make a record of what transpired. The District shall be entitled to inspect and copy any such documentation, video, or photographs.

**ARTICLE 29. CONTRACTORS MEANS AND METHODS**

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

**ARTICLE 30. AUTHORIZED REPRESENTATIVES**

The District shall designate representatives, who shall have the right to be present at the Project site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents or excuse Contractor from performing in accordance with the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

**ARTICLE 31. HOURS OF WORK**

- a. Eight (8) hours of work shall constitute a legal Day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each Day during which such worker is required or permitted to work more than eight (8) hours in any one Day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- b. Work shall be accomplished on a regularly scheduled eight (8) hour per Day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
- c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on District-observed holidays, unless otherwise Approved by the Engineer:
  - 1) Powered Vehicles
  - 2) Construction Equipment
  - 3) Loading and Unloading Vehicles
  - 4) Domestic Power Tools

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**ARTICLE 32. PAYROLL RECORDS**

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:
  - 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  - 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) Day period, the Contractor shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each Day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

**ARTICLE 33. PREVAILING RATES OF WAGES**

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage

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rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than Two Hundred dollars (\$200.00) for each Day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

**ARTICLE 34. EMPLOYMENT OF APPRENTICES**

The Contractor’s attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

**ARTICLE 35. LABOR COMPLIANCE**

This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under

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this contract and applicable law in its bid.

Contractor shall post, at each job site, the notice required by Section 16451(d) of Title 8 of the California Code of Regulations. Template notices are available by emailing a request to CMU@dir.ca.gov or at the following location.

District Office of the Division of Labor Standards Enforcement  
1515 Clay Street, Suite 801  
Oakland, CA 94612

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement.

**ARTICLE 36. CONTRACTOR AND SUBCONTRACTOR REGISTRATION**

If the bids subject to the Notice Inviting Bids are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

**ARTICLE 37. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY**

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Work. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law

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within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the District to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

**ARTICLE 38. LABOR/EMPLOYMENT SAFETY**

In the performance of this Contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the Contract. Safety precautions shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the Coccidioides

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fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures.

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, Work, method, operation, or process related to the Work covered in the Contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this Contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this Contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working Days before beginning Work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify District and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench Work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench Work safety plan to District before Work begins.

**ARTICLE 39. INSURANCE**

- a. Minimum Scope and Limits of Insurance. Contractor shall procure and maintain for the duration of the Contract, and for 5 years thereafter, insurance against claims

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for injuries or death to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

b. Coverage. Coverage shall be at least as broad as the following:

1. General Liability - Commercial General Liability (CGL). Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability. Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of two million dollars (\$2,000,000) for bodily injury and property damage each accident.
3. Workers' Compensation Insurance. The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from Work performed by the Named Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. Builder's Risk. (Course of Construction) if necessary, insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the Project and no coinsurance penalty provision. See Responsibility of Work.
5. Contractor's Pollution Liability. With limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess

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of the specified minimum of insurance and coverage shall be available to the District.

- c. Other Required Provisions. The Commercial General Liability policy, Automobile Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:
1. Additional Insured Status. District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 for the Commercial General Liability policy) with respect to liability arising out of Work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such Work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
  2. Primary and Non-Contributory Coverage. For any claims related to this Project, the Contractor's insurance coverage shall be primary, at least as broad as ISO CG 20 01 04 13 for the Commercial General Liability policy, as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  3. Waiver of Subrogation. All policies shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
- d. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.
- e. Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by District.

The Contractor agrees and he/she will comply with such provisions before commencing Work. All of the insurance shall be provided on policy forms and through companies satisfactory to District. The District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

- f. Responsibility for Work. Until the completion and final Acceptance by District of all The Work under and implied by this Contract, The Work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair,

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restore and make good all injuries, damages, re-erectations, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain builder's risk (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to The Work in the amount specified in the General Conditions, to insure against such losses until final Acceptance of The Work by District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed with District, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final Acceptance of The Work by District.

- g. Deductibles and Self-Insured Retentions. Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the District. At the election of District the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.
- h. Verification of Coverage - Evidences of Insurance. Contractor shall furnish the District with copies of certificates and amendatory endorsements effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the District before Work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these Specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.
- i. Continuation of Coverage. The Contractor shall, upon demand of District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the Project. Contractor further waives all rights of subrogation under this Contract. When any of the required coverages expire during the term of this Contract, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) Days prior to the expiration date.

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- j. Subcontractors. In the event that the Contractor employs other Contractors (subcontractors) as part of the Work covered by this Contract, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of District, deliver to District copies such policy or policies of insurance and the receipts for payment of premiums thereon.

**ARTICLE 40. FORM AND PROOF OF CARRIAGE OF INSURANCE**

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be authorized to do business in the State of California unless waived, in writing, by the District's General Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:IX. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the District, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the District indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
- b. Each insurance policy required by this Contract shall be endorsed to state that: (1) should any of the above described be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District its directors, officials, officers, employees, agents and volunteers.
- c. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) Days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this section. The

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original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- d. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. The District reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- f. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

**ARTICLE 41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) Days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the Contract Time. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed within the Contract Time, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each Day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the then-current Project schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify

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the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

- d. **No Damages for Reasonable Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

**ARTICLE 42. COST BREAKDOWN AND PERIODIC ESTIMATES**

Contractor shall furnish on forms Approved by the District:

- a. Within ten (10) Days of award of the Contract a detailed Schedule of Values giving a complete breakdown of the Contract price. The Schedule of Values shall be adjusted as directed by the District;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- d. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

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**ARTICLE 43. MOBILIZATION**

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate (“Initial Mobilization”). When no bid item is provided for “Initial Mobilization,” payment for such costs will be deemed to be included in the other items of The Work.
  
- b. Payment for Mobilization shall be based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. The first payment for mobilization shall be one hundred percent (100%) of the bid item amount. The Contractor shall submit an invoice to the District for payment of mobilization upon execution of the Agreement for Construction Services. The scope of the Work included under Mobilization shall include, but shall not be limited to, the following principal items, if applicable:
  - 1) Obtaining and paying for all bonds, insurance, and permits.
  - 2) Moving on to the Project site of all Contractor’s plant and equipment required for first month’s operations.
  - 3) Developing and installing a construction water supply.
  - 4) Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
  - 5) Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials, and for all security.
  - 6) Arranging for and erection of Contractor’s work and storage yard.
  - 7) Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
  - 8) Full-time presence of Contractor’s superintendent at the job site as required herein.
  - 9) Submittal of Construction Schedule as required by the Contract Documents.

**ARTICLE 44. PAYMENTS**

- a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Unless the District has made findings pursuant to Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and therefore a retention of 10% shall be withheld from each progress payment as provided by the Contract Documents),

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Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last Day of the previous month, less the aggregate of previous payments. District will, within forty-five (45) Days after receipt of an undisputed and properly submitted application for payment, pay the Contractor the amount so approved.

- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law or unless the District has made findings pursuant to Public Contract Code section 7201 (that the work included in this Contract is substantially complex, and therefore a retention of 10% shall be withheld from each progress payment as provided by the Contract Documents), the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 8132, 8132, 8136 and 8138. Prior to final payment by the District, the Contractor shall submit a final conditional waiver of lien for the Contractor's work, together with unconditional releases of lien from any subcontractor or materialmen.

**ARTICLE 45. PAYMENTS WITHHELD AND BACKCHARGES**

In addition to amounts which the District may retain under other provisions of the Contract Documents the District may withhold payments due to Contractor as the District may consider to be necessary to cover:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.

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- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site cleanup.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.
- l. Legally permitted penalties.

Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

**ARTICLE 46. CHANGES AND EXTRA WORK**

**a. Change Order Work.**

- 1) The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) Contractor shall promptly execute changes in the Work as directed in writing by the District even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any



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decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the District, unless the District requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District, including but not limited to estimates and quotations from subcontractors or material suppliers, as District may reasonably request.
- 7) If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the Contract Price and/ or Contract Time in accordance with the District's estimate. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
  - (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase

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the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.
- (c) Tool and Equipment Use. Costs for the use of small tools, tools which have a replacement value of \$1,000 or less shall be considered included in the markups described below. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
- (d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
  - i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide District with documentation of the costs, including but not limited to payroll records, invoices and such other information as District may reasonably request.
  - ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
  - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the subcontractor's Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
  - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the sub-subcontractor's Net Cost for Work to which the

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subcontractor and general contractor may each add an additional five (5%) percent of the Net Cost of the lower tier subcontractor.

- iv. No additional markup will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein, of the party that performs the Work.
- 9) All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings: field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Internet access, Plumbing, Electrical Power, lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties; insurance and bond premiums.
- 10) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 11) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed record of the cost to the Contractor, signed by such vendor or supplier.
- 12) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 13) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual

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acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.

- 14) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order, and providing such supporting documentation for its position as the District may require.
- 15) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 16) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

**ARTICLE 47. OCCUPANCY**

The District reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

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**ARTICLE 48. INDEMNIFICATION**

To the extent permitted by law, Contractor shall defend, indemnify and hold harmless District, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the Work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District, its directors, officers, employees, and authorized volunteers.

To the fullest extent allowed by law, Contractor shall defend (with Counsel of District's choosing), indemnify and hold the District, its elected officials, officers, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, at law or in equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with Counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its elected officials, officers, employees, agents and authorized volunteers. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its elected officials, officers, employees, agents and authorized volunteers in any such suit, action or other legal proceeding. Contractor shall reimburse District, its elected officials, officers, employees, agents and authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

**ARTICLE 49. RECORD ("AS BUILT") DRAWINGS**

- a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date.

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Contractor shall use colors to distinguish variations in separate categories of The Work.

- b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. The suitability of the as-builts will be determined by the Engineer.

**ARTICLE 50. RESOLUTION OF CONSTRUCTION CLAIMS**

- a. Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 47, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required by this agreement shall constitute a waiver of the right to procedures of this Article.
- b. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less.
- c. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.
- d. For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 47 "Changes and Extra Work" has been denied, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise entitled to, or (C) an amount the payment of which is disputed by the District.
- e. **Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 47 "Changes and Extra Work," and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment.**
- f. The claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the

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claim shall include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

g. **Supporting Documentation:** The Contractor shall submit all claims in the following format:

- 1) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
- 2) List of documents relating to claim:
  - i. Specifications
  - ii. Drawings
  - iii. Clarifications (Requests for Information)
  - iv. Schedules
  - v. Other
- 3) Chronology of events and correspondence
- 4) Analysis of claim merit
- 5) Analysis of claim cost
- 6) Time impact analysis in CPM format

h. **District's Response.** Upon receipt of a claim pursuant to this Article, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the public entity issues its written statement.

- 1) If the District needs approval from the District Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the District Board does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three Days following the next duly publicly noticed meeting of the District Board after the 45-Day period, or

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extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

- 2) Within 30 Days of receipt of a claim, the District may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- i. **Meet and Confer.** If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 Days of receipt of the District's response or within 15 Days of the District's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the District shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
  - j. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
    - 1) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
    - 2) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute

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resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

- 3) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
  - 4) The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- k. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- l. The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
- 1) Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Agreement. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  - 2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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- i. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
  
- m. **Government Code Claims:** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the District may be filed. **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**
  
- n. The District's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

**ARTICLE 51. DISTRICT'S RIGHT TO TERMINATE CONTRACT**

- a. **Termination for Cause:** The District may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard Applicable Laws, ordinances, other requirements or instructions of the District; or (ix) should violate any of the provisions of the Contract Documents.

The notice of default and intent to terminate shall contain the reasons for termination. Unless within ten (10) Days after the service of such notice, Contractor resolves the circumstances giving rise to the notice of default to the District's

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satisfaction, or makes arrangements acceptable to the District for the required corrective action, this Contract shall terminate. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The District may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the District for any excess costs or other damages incurred by the District to complete the Project. If the District takes over The Work, the District may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

- b. **Termination For Convenience:** In addition to its right to terminate this Contract for default, the District may terminate the Contract, in whole or in part, at any time upon ten (10) Days written notice to Contractor. The Notice of Termination shall specify that the termination is for the convenience of the District, the extent of termination and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the District, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the Site and any other property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4) Terminate all subcontracts and purchase orders to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause,

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which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."

- 7) District's total liability to Contractor by reason of the termination shall be limited to the total (without duplication of any items) of:
- i. The reasonable cost to the Contractor for all Work performed prior to the effective date of the termination, determined in accordance with the force account provisions of ARTICLE 46, including the Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the Cost Breakdown. Deductions shall be made for cost of materials to be retained by the Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits or offsets against cost of Work as allowed by the Contract Documents. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead, not to exceed five percent (5%) of the cost. Contractor shall not be entitled to reimbursement under this section for Work for which Contractor has already received, or is eligible to receive, compensation under the terms of the Contract.
  - ii. When, in the District's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of the Contract Documents and excessive actual cost shall be disallowed.
  - iii. A reasonable allowance for profit on cost of Work performed as determined in accordance with ARTICLE 46 provided that the Contractor establishes to the District's satisfaction that the Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed five percent (5%) percent of the cost. Contractor shall not be entitled to an allowance for profit on any work for which Contractor has received, or is eligible to receive, compensation under the terms of the Contract.

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- iv. Reasonable costs to the Contractor of handling material returned to vendors, delivered to the District or otherwise disposed of as directed by the District.
  - v. A reasonable allowance for the Contractor's internal administrative costs in preparing termination claim.
  - vi. Reasonable demobilization costs, and reasonable payments made to Subcontractors or suppliers on account of termination.
- 8) In no event shall the District be liable for unreasonable costs incurred by the Contractor or subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, the cost of or anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, unreasonable post-termination administrative expenses, post-termination overhead or unabsorbed overhead, surety costs of any type, costs of preparing and submitting the Contractor's termination claim, attorney fees of any type, and all other costs relating to prosecution of a claim or lawsuit.
- 9) The District shall have no obligation to pay the Contractor under this ARTICLE 51b (Termination for Convenience) unless and until the Contractor provides the District with updated and acceptable as-builts and Record Documents for Work completed prior to termination.
- 10) In arriving at the amount due the Contractor under this clause there shall be deducted in whole or in the appropriate part(s) if the termination is partial:
- 11) All unliquidated advances or other payments on account previously made to the Contractor, including without limitation all payments which are applicable to the terminated portion of the Contract Documents,
- 12) Any claim the District may have against the Contractor in connection with the Work, and
- 13) The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by the Contractor and not otherwise recovered by or credited to the District.
- 14) These provisions are in addition to and not in limitation of any other rights or remedies available to the District.

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- c. **Savings Clause.** If District terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.
- d. **Exception.** Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.

**ARTICLE 52. WARRANTY AND GUARANTEE**

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.
- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.
- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work to complete or correct the Work at issue. If the Contractor fails to promptly remedy any defect, or damage; the District shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all actions necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

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- 1) Obtain for District all warranties that would be given in normal commercial practice or that are required in the Contract Documents;
- 2) Require all warranties to be executed, in writing, for the benefit of the District; and
- 3) Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

This Article shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

**ARTICLE 53. DOCUMENT RETENTION & EXAMINATION**

- a. In accordance with Government Code Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.
- c. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including electronic records, computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

**ARTICLE 54. SOILS INVESTIGATIONS**

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

**ARTICLE 55. SEPARATE CONTRACTS**

- a. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall cooperate with and permit other contractors

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reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

**ARTICLE 56. NOTICE AND SERVICE THEREOF**

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to District shall be addressed to the District as designated in the Notice Inviting Bids unless District designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

**ARTICLE 57. NOTICE OF THIRD PARTY CLAIMS**

Pursuant to Public Contract Code Section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

**ARTICLE 58. STATE LICENSE BOARD NOTICE**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation.

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Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**ARTICLE 59. INTEGRATION**

- a. This Contract, together with its incorporated documents, contains the entire, integrated agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void.
- b. Any modification of this Contract shall be effective in in writing signed by all parties hereto. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

**ARTICLE 60. ASSIGNMENT**

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the District. Any assignment without the written consent of the District shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

**ARTICLE 61. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY**

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect District's rights under the Contract, including but not limited to the bonds.

**ARTICLE 62. ASSIGNMENT OF ANTITRUST ACTIONS**

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract.

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This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

**ARTICLE 63. PROHIBITED INTERESTS**

No District official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

**ARTICLE 64. LAWS AND REGULATIONS**

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in the Contract Documents are for reference purposes only and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and Specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building code, including but not limited to, as it relates to the ADA, whenever applicable.
- c. Contractor acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

**ARTICLE 65. PATENT FEES OR ROYALTIES.**

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the District, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

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**ARTICLE 66. OWNERSHIP OF DRAWING**

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of the Work.

**ARTICLE 67. NOTICE OF TAXABLE POSSESSORY INTEREST**

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

**END OF GENERAL CONDITIONS**

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SPECIAL CONDITIONS**

**SPECIAL CONDITIONS**

**SP – 1        DIFFERING SITE CONDITIONS**

In the event that site conditions are materially different than shown on the plans or observed during the mandatory site visit, the Contractor shall promptly notify the Engineer in writing. The Engineer shall investigate the conditions, and if found that such conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, the Engineer will recommend to the District that an equitable adjustment be made by modifying the Contract by Change Order to account for differing site conditions.

No Claim of the Contractor under this clause or any other shall be allowed unless the Contractor has given notice as indicated above..

No Claim of the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

**SP – 2        USE OF STANDARDS**

The District's Standard Technical Specifications and Standard Details (most recent edition) are considered a part of the Contract Documents and are the primary reference for technical Specifications for the construction of District projects. Any item of work not specified in the following Technical Specifications sections or not shown in the Bid Drawings shall be subject to the District's Standard Technical Specifications and Standard Details .

**SP – 3        DESCRIPTION OF BID ITEMS**

The Bid Items listed in Section 00400 Bid Form are described in further detail in Section 00900 – Measurement and Payment. The descriptions provided are intended as a guide for measurement and payment and may not include all items or work necessary to complete the Project. Any items not described, but necessary to complete the Project as specified within the Contract Documents shall be considered included in the appropriate Bid Item.

**SP – 4        DAMAGE TO PAVEMENT AND CONCRETE**

The Contractor shall provide all necessary protection to existing pavement and concrete so as to avoid scraping, gouging, imprinting, cracking edges or otherwise causing damage during the entire Project. The District shall direct the Contractor to repair any damage as deemed necessary by the District. The Contractor shall repair said damage using methods required by the District or the parties may agree to an alternative method in advance of said repairs. All costs of repairs to existing pavement and concrete due to damage caused by the Contractor shall be solely the responsibility of the Contractor.

**END OF SPECIAL CONDITIONS**

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**FAIR OAKS BOULEVARD WATER MAIN PROJECT**  
**C20-101**

The work described herein shall be performed according to the Citrus Heights Water District General Specifications as follows:

**1. SCOPE OF WORK**

The work shall include installing:

- 496 lineal feet of 12" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)
- 12 lineal feet of 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP)

The work shall also include installing:

- Three (3) 12" resilient wedge gate valves
- One (1) 6" resilient wedge gate valve

The work shall also include installing:

- One (1) steamer fire hydrant

The work shall also include installing:

- Two (2) 2" blow-off valves

The work shall also include installing:

- One (1) 1" water service with curb stop

The work includes all labor, materials, equipment, and incidentals, to completely install an operating facility in accordance with these Citrus Heights Water District General Specifications and the Contract Documents.

The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the District.

**2. DISTRICT FURNISHED ITEMS**

- The District shall furnish water for construction at no cost to the Contractor.

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- The District shall provide for initial compaction testing as deemed necessary by the District at no cost to the Contractor.
- The District shall provide for bacteriological sampling of the water in the water main and services prior to reconnection of same at no cost to the Contractor.
- The District shall provide an Encroachment Permit approved by the City of Citrus Heights and pay all costs for fees and inspection at no cost to the Contractor.
- The District shall file and maintain a Notice of Exemption for the California Environmental Quality Act (CEQA).

**3. CONTRACTOR FURNISHED ITEMS**

- The Contractor shall furnish all other material including but not limited to pipeline and appurtenances, sand, 3/4" aggregate base, concrete for thrust blocks, temporary and final paving, and hauling and disposal of spoils. The Contractor is advised to order and acquire the specified materials well enough in advance so as not to cause the Project to be delayed or to necessitate substitutions. Additional work days will not be granted for failure to obtain materials in a timely manner.
- The Contractor shall be responsible for obtaining any necessary permit for the disposal of chlorinated water and coordinating with the proper agency. Any variation on this method will require approval in advance by Citrus Heights Water District. The discharge of chlorinated water into any surface water drainage system is strictly prohibited by law.
- The Contractor shall furnish a Traffic Control Plan approved by the City of Citrus Heights. The Traffic Control Plan shall comply with the Encroachment Permit.

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**4. ITEMS OF WORK, MEASUREMENT AND PAYMENT**

**Bid Item 1 Mobilization:** Includes obtaining a temporary discharge permit as required. Includes preparatory work and operations, including, but not limited to, that necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all work site offices, buildings, and other facilities necessary for the Project; and for all other work and operations which must be performed, including costs incurred, prior to beginning work on the various contract items at the work site.

The bid item for mobilization shall be no more than eight percent (8%) of the total contract amount. The first payment for mobilization shall be one hundred percent (100%) of the bid item amount. The Contractor shall submit an invoice to the District for payment of mobilization upon execution of the Agreement for Construction Services.

**Bid Item 2, Sheeting, Shoring and Bracing:** Consists of providing sheeting, shoring and bracing for below-grade excavations as is necessary to provide a safe work environment for the workers. The Contractor shall be responsible for the proper application of sheeting, shoring, and bracing as required at any trench depth. Furthermore, the Contractor shall comply with all requests by the District Inspector for applying of sheeting, shoring, and bracing at any trench depth.

The Contractor shall refer directly to Title 8 of the California Code of Regulations and the Labor Code, produced by the State of California Department of Industrial Relations and the Cal/OSHA Consultation Service Research and Education Unit, for detailed information regarding the regulation's scope, specifications, and exceptions and for other requirements that may be applicable to their operations.

The bid item for sheeting, shoring, and bracing shall be no more than one percent (1%) of the total contract amount. The first payment for sheeting, shoring, and bracing shall be one hundred percent (100%) of the bid item amount. The Contractor shall submit an invoice to the District for payment of sheeting, shoring, and bracing upon execution of the Agreement for Construction Services.

**Bid Item 3, Traffic Control Plan and Implementation:** Includes preparing and obtaining approval for a Traffic Control Plan, procurement and placement of all traffic control materials, equipment, and markings, and fulfillment of all other requirements as specified in the approved Traffic Control Plan. The Contractor shall coordinate required inspections with the City of Citrus Heights Encroachment Inspector. The Contractor shall comply with the approved City of Citrus Heights encroachment Permit, and shall implement traffic control procedures as directed by the City Inspector and the District Inspector. The Contract lump sum price paid for Traffic Control Implementation includes compensation for all labor, materials, tools, equipment and incidentals and for all work involved with Traffic Control Implementation, including placement of surface mounted channelizers, electronic advance message boards, flashing arrow boards, construction area and

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stationary mounted signs, project information signs, flagging, removal of all traffic control materials, equipment, and markings from the site upon completion of work, complete in place, as shown on the Project Plans and as directed by the City Inspector. This bid item also includes any traffic control necessary for night time work, if necessary.

The bid item for the traffic control plan and implementation shall be no more than five percent (5%) of the total contract amount. The first payment for the traffic control plan and implementation shall be fifty percent (50%) of the bid item amount and shall be invoiced with the Contractor's monthly payment request following receipt of the Notice to Proceed from the District. The remaining fifty percent (50%) of the bid item amount shall be invoiced by the Contractor with the following monthly payment request.

**Bid Item 4, Storm Water Pollution Prevention Implementation:** Includes procurement and placement of all storm water pollution protection materials and equipment, and fulfillment of all other requirements as specified in the Project Plan. The Contractor shall coordinate required inspections with the City of Citrus Heights Encroachment Inspector and the District Inspector. The Contractor shall comply with changes to the approved storm water pollution protection plans as required by the City of Citrus Heights Encroachment Inspector and the District Inspector. The contract lump sum price paid for Storm Water Pollution Prevention Implementation includes compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved with Storm Water Pollution Prevention Implementation, including filter bags, gravel filled bags, geotextile fabric or erosion control blankets, staples, temporary fiber rolls, stakes, and removal of all storm water pollution protection materials and equipment from the site upon completion of work and as directed by the City and District Inspectors.

The bid item for the storm water pollution prevention plan and implementation shall be no more than one percent (1%) of the total contract amount. Payment for the storm water pollution prevention plan and implementation shall be one hundred percent (100%) of the bid item amount and shall be invoiced with the Contractor's monthly payment request following receipt of the Notice to Proceed from the District.

**Bid Item 5, Install 12" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main (Trench Depth 60" Max.):** Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 12" Pressure Class 350 Ductile Iron Joint Pipe (PC350 DIP) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS "TREN\_712" and "TREN\_713CH"*

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**Bid Item 6, Install 6" Pressure Class 350 Ductile Iron Pipe (PC350 DIP) Water Main (Trench Depth 60" Max.):** Includes construction saw cutting and removal of existing paving, excavation, all potholing prior to or during construction, and the installation of 6" Pressure Class 350 Ductile Iron Joint Pipe (PC350 DIP) water main, mechanically restrained with bolted external joints, as indicated on the Project Plan. Includes the installation of tees, elbows, caps, spools, and adaptors, flexible couplings, nuts, bolts, gaskets, insulated locator wire and non-detectable locator tape, thrust blocks, backfill, compaction, and temporary paving. Includes disinfection, hydrostatic pressure testing (150 PSI for two hours), flushing, and bacteriological testing of the new water mains prior to connecting to the existing water mains. Payment shall be at the contract unit price per each unit, complete.

See *CONSTRUCTION DETAILS "TREN\_712" and "TREN\_713CH"*

**Bid Item 7, 12" Connection to Existing 12" Water Main:** Includes connecting newly constructed 12" water main to existing 12" water main as indicated on the Project Plan. Includes installing all materials and fittings, with the exception of water main, as necessary to obtain proper alignment with the existing water main as indicated on the Project Plan. Water main shall be invoiced at the linear footage price as part of the appropriate bid item. Includes potholing prior to construction, insulated locator wire and non-detectable locator tape, backfill, and compaction. Includes disinfection, flushing, and bacteriological testing. Includes removal of existing caps and blow-offs, valve boxes and risers, and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS, Sheet 4, Note 2.*

See *PROJECT PLANS, Sheet 6, Note 2.*

**Bid Item 8, Install 12" Resilient Wedge Gate Valve:** Includes installing a 12" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete.

See *CONSTRUCTION DETAIL "VB\_811"*.

**Bid Item 9, Install 6" Resilient Wedge Gate Valve:** Includes installing a 6" FL x FL or FL x MJ resilient wedge gate valve. Includes valve box, valve access riser, and locator wire. Payment shall be at the contract unit price, complete.

See *CONSTRUCTION DETAIL "VB\_811"*.

**Bid Item 10, Install Dry Barrel Steamer Fire Hydrant:** Includes installing a dry barrel steamer fire hydrant. Includes construction saw cutting and removal of existing paving, potholing during construction, excavation, thrust block, backfill, compaction, and temporary paving. Includes disinfection, bacteriological and hydrostatic pressure testing (150 PSI for two hours), and flushing. Payment shall be at the contract unit price, complete. Fire hydrant lateral piping to be installed and invoiced per the appropriate bid item.

See *CONSTRUCTION DETAIL "FH\_612"*.

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**Bid Item 11, Install Concrete Fire Hydrant Access Pad:** Includes installation of a concrete fire hydrant access pad only at locations as indicated on the Project Plans. Payment shall be at the contract price per each unit, complete.  
See *CONSTRUCTION DETAIL "FH\_683"*.

**Bid Item 12, Install 2" Blow-off Valve:** Includes the installation of a 2" blow-off valve. Includes riser piping, valve box, insulated locator wire, non-detectable locator tape, thrust block, backfill, compaction, and temporary paving. Payment shall be at the contract price per each unit, complete.  
See *CONSTRUCTION DETAIL "BO\_512"*.

**Bid Item 13, Install 1" Water Service with Curb Stop:** Includes the installation of a 1" polyethylene water service as specified by trenching or directional boring. Includes installation of a 1" curb stop and connecting to customer's existing 1" meter setter at the existing meter box with all brass fittings as required. Includes excavating and reinstalling the existing meter box to proper grade with new 2" x 6" pressure treated Douglas Fir supports and replacing the ¾" clean crushed rock. Includes cutting, capping, and abandoning the existing water service. Includes backfill, compaction, disinfection, and hydrostatic pressure testing (150 PSI for two hours). Includes construction saw cutting and removal of existing paving, potholing during construction, and excavation, non-detectable locator tape, #10 insulated copper locator wire, backfill, compaction, and temporary paving. Payment shall be at the contract unit price per each unit, complete.  
See *CONSTRUCTION DETAILS "WS\_108PE", Detail TREN\_721" and "TREN\_723CH"*.

**Bid Item 14, 6" Max. Depth Asphaltic Concrete (AC) Paving Restoration:** This work includes removal of temporary paving, surface preparation, subsurface compaction as necessary and installation of 1/2" aggregate Asphalt Concrete to a 6" Maximum depth (installed in 2" maximum lifts) in accordance with County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside County right -of-way. Includes replacement of pavement striping, lettering, and reflective buttons, disturbed during the project and as directed by the Inspector.

Final paving lift shall be applied using a paving finishing machine to provide an even surface with minor compaction. Hand raking of the final paving lift shall be minimal and only in areas where a paving finishing machine cannot be used. No disturbance of the paving shall be allowed until a pavement roller has adequately compacted the paving, and the paving has properly cooled. All paving not conforming to said specifications shall be removed and properly replaced by the Contractor at no cost to the District.

The contract unit price paid per square foot for 6" Max. Asphaltic Concrete (AC) Paving Restoration shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in 6" Max. Asphaltic Concrete Paving Restoration, including all pavement striping, lettering, and reflective buttons, complete in

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place, as shown on the plans, as specified in these specifications, and as directed by the District Inspector. Payment shall be based upon the quantity of paving restoration, not the quantity of Slurry Seal.

See *CONSTRUCTION DETAILS "TREN\_713CH" and "TREN\_723CH"*.

**Bid Item 15, Concrete Restoration:** This work includes construction and finish saw cutting, removal, subsurface recompaction with 4" minimum 3/4" aggregate base compacted to 95%, and replacement with six-sack concrete mix, and finish to match existing. The replaced curb, gutter and sidewalk shall be constructed in conformance with County of Sacramento Standard Construction Specifications. Spoils from demolition shall be properly disposed of by the Contractor outside County right of way.

The contract unit price paid per square foot for Concrete Restoration shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in Concrete Restoration, including furnishing and placing aggregate base material, complete in place, as shown on the plans, as specified in these specifications, and as directed by the County and City and District Inspector.

See *SPECIAL PROVISIONS, Concrete Restoration*.

**Bid Item 16, Landscape Restoration – Lawn or Planter Area:** This work consists of restoring customer's lawn or planter area to its original or better condition prior to water installation. Includes sod removal and replacement or reinstallation, grading, mulching, irrigation and sprinkler systems, and a general site cleanup. Payment shall be at the contract price per each unit, complete.

See *SPECIAL PROVISIONS, Landscape Restoration*.

**Bid Item 17, Remove 1 1/2" Service Saddle and Install Repair Band on Water Main:** Includes removing and disposing of an existing water service saddle and installation of a 12" minimum length stainless steel repair band. Includes 3/4" aggregate base or native backfill, mechanical compaction to 95%, and temporary paving if required. Payment shall be at the contract unit price, complete.

See *PROJECT PLANS, Sheet 6, Note 6*.

**Bid Item 18, Remove Existing Tee and Valves:** Includes removal of an existing tee and gate valves. Includes cutting the existing water main on all sides of the existing tee and gate valves, removing the tee and gate valves, and installing a section of Pressure Class 350 Ductile Iron Joint Pipe (PC350 DIP) water main with appropriate couplings on each end. Includes installation of concrete plug on abandoned water main. Includes potholing during construction, excavation, disinfection, flushing, backfill, temporary paving, and bacteriological testing. Includes removal of existing valve boxes and risers and thrust blocks regardless of size. Payment shall be at the contract unit price per each unit, complete.

See *PROJECT PLANS, Sheet 4, Note 8*.

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**Bid Item 19, Remove Existing Fire Hydrant:** Includes removal of an existing fire hydrant. Includes plugging the abandoned water main with concrete. Includes proper disposal of the fire hydrant. Includes excavation, backfill, and compaction. Payment shall be at the contract unit price per each unit, complete.

*See PROJECT PLANS, Sheet 4, Note 9.*

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**5. ORDER OF WORK**

The order of work outlined below is to minimize public inconvenience and water service interruptions. The Contractor is to submit a more detailed written schedule of the order of work based on this outline.

1. Obtain approvals of submittals for the following items: Discharge permit if required, materials, pipeline and appurtenances, backfill material design, asphalt mix design, concrete design mix, and Construction Schedule.
2. Order and coordinate delivery of material and equipment, and request location services from Underground Service Alert (USA). Telephone: 1-800-642-2444 or 811.
3. Install new water mains with temporary caps with 2" blow-offs at points of connection to the existing system. Obtain approval from the District for installation and then backfill excavation.
4. Install water services in accordance with District General Specifications. Obtain approval from the District for installation and then backfill excavation.
5. Install temporary 2" Construction Water Service(s) as required by the District Inspector to allow pressurization of the old system and the new system simultaneously.  
*See CONSTRUCTION DETAILS, Construction Detail WS\_290.*
6. Flush and hydrostatically test water mains and services. District performs bacteriological sampling.
7. Connect all water services to customers' lines upon notification by District of satisfactory bacteriological sampling.
8. Coordinate with District Inspector for connecting new water mains to existing water mains upon notification by District of satisfactory bacteriological sampling.
9. Abandon old facilities. All open ends of old facilities shall be concrete capped. All abandoned valve boxes shall be removed.
10. Restore sites to pre-construction conditions as required and obtain approval from the District and the City of Citrus Heights.

**6. BACTERIOLOGICAL TESTING PROCEDURE AND TIMETABLE**

Before project construction begins:

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1. CHWD Water Quality personnel shall sample for both Coliform (Presence/Absence) and Heterotrophic Plate Count (HPC) on mains adjacent to the project. (SimPlate may be substituted for HPC)

During project:

2. CHWD Project Management personnel will provide a 24-hour notice to the Regional Water Quality Control Board for all flushing events.
3. The newly constructed mains shall be filled by the contractor and purged to remove any trapped air using the District-approved and tested backflow prevention device specification. All best management practices shall be followed to insure no sediment or chlorine reaches any drain inlet or creek.
4. The newly constructed mains shall pass the District pressure check requirements.
5. The mains shall be chlorinated at 100 ppm for a minimum of 24 hours by the contractor using an approved chlorination specialist.
6. The chlorine concentration shall be checked after 24 hours and a minimum residual of 25 ppm must be present throughout the new mains.
7. The mains shall be flushed by the contractor until the chlorine concentration matches the normal system residual. All best management practices shall be followed to insure no sediment or chlorine reaches any drain inlet or creek.
8. CHWD Project Management personnel shall submit a sampling plan to the Operations Manager for approval.
9. CHWD Water Quality personnel, when practical, will collect Coliform and HPC samples according to the approved sampling plan. The sampling schedule will be submitted to the Operations Manager and the Water Quality Supervisor with at least a 24-hour notice.
10. Samples shall be taken for both Coliform and Heterotrophic Plate Count (HPC) at 24 and 48 hour intervals after completion of flushing.
11. CHWD Project Management personnel shall submit negative sample documentation to Operations Manager for acceptance prior to the any connections to the CHWD distribution system. Sample result documentation generally takes 3-5 business days after samples are delivered to lab.
12. CHWD Water Quality personnel will sample mains downstream of project for Coliform and HPC after the new main is connected to the CHWD distribution system.

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The Contractor shall allow 8-10 business days for the Disinfection/Sampling Procedure prior to any connection to the District's distribution system. Larger systems will require additional time for chlorination and flushing. Bacteriological samples shall only be collected between 8:00am and 2:00pm Monday through Thursday. Any positive results on any sample taken shall require a repeat of the Disinfection/Sampling Procedure until all samples test negative. HPC samples require a plate count of less than 500 on any sample taken.

1. DAY 1 - Chlorinate new mains to 100 PPM and complete to allow flushing time on following day.

---24-hour chlorine detention period---

2. DAY 2 - Flush new mains to normal residual and complete before 2:00pm. (Similar to system residual)

---24-hour sampling detention period---

3. DAY 3 - Obtain first Coliform and HPC samples before 2:00pm.

---24-hour sampling detention Period---

4. DAY 4 - Obtain second Coliform and HPC samples before 2:00pm.

---3 to 5 business days for laboratory testing and review---

5. DAY 7-9 - Sample documentation provided to Operations Manager and customer notification of shut-down

---24-hour notification period---

6. DAY 8-10 - Connection to CHWD distribution system only after clearance from Operations Manager is received.

**7. EXCAVATION AND POTHOLING**

Prior to beginning any excavation, the Contractor shall call Underground Service Alert (USA) (800) 642-2444 or 811, at least two (2) working days in advance, to arrange for utility location. The Contractor shall be responsible for the location and protection of all existing utilities. **The Contractor shall expose and verify locations and elevations of existing utilities prior to construction as specified in the plans and specifications. The types, locations, sizes and/or depths of the existing underground utilities as shown on the plans were obtained from sources of varying reliability. The Contractor is cautioned that only actual excavation will reveal the types, extent,**

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**sizes, location, and depths of such underground utilities. If a utility is damaged, the Contractor shall contact the utility company immediately for repair.** The Contractor shall pay all costs for such repair if said damage is determined to be the responsibility of the Contractor. The Contractor shall receive no additional compensation for removing and reinstalling any pipe or appurtenances due to a lack of proper advance potholing.

Removal of soil, concrete, asphalt and other existing improvements shall be considered as excavation. Excavation shall also include exploration and/or "Potholing" to determine the location of existing underground facilities and obstructions, and shall be considered as a normal part of this work.

The Contractor shall immediately advise the District of inaccurate pothole data or any other pothole data which presents a conflict to the proposed water main alignment. The District shall provide direction in advance of any water main installation to resolve the conflict.

The District assumes no responsibility for the accuracy of utility markings other than water mains and appurtenances. Should the Contractor fail to locate any utility, the Contractor shall be solely responsible for contacting that utility to schedule a re-mark. The Contractor is advised that the District assumes no responsibility for additional costs for further excavation to locate a non-water related utility.

Furthermore, should the Contractor choose to abandon all attempts to locate a utility, the Contractor is hereby advised that they are proceeding with water main installation at their own risk. The District will not provide any written waiver of the requirement to locate in such case. Should the Contractor later encounter the utility during trenching operations, the District assumes no responsibility for cost of realignment of the new water main or repair for damage to the utility.

**8. REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES**

In accordance with the provisions of Section 4215 of the California Government Code, any contract to which a public agency, as defined in Section 4402, is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunk-line utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the Project Plans and general specifications made a part of the Notice Inviting Bids. The agency shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and general specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work.

The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the public agency or the owner of

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the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site or construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the Project Plans and specifications.

If the Contractor, while performing the Contract, discovers utility facilities not identified by the public agency in the contract Documents it shall immediately notify the public agency and utility in writing.

The public utility, where they are the owners, shall have the sole discretion to perform such repairs or relocation work or permit the Contractor to do such repairs or relocation work at a negotiated price.

The Contractor shall cooperate fully with all utility forces of the District or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

**9. HOURS OF WORK**

The Contractor shall schedule all work activities per the Encroachment Permits, Monday through Friday, with Saturdays, Sundays, and District Holidays being excluded. The Contractor shall indicate the need for non-normal work hours in the various schedules submitted during the progress of the Project.

Overtime work shall not entitle the Contractor to any compensation for any contract item in addition to that stipulated in the contract for the kind of work performed. In case of extra work ordered by the District, no additional payment shall be made to the Contractor because of the payment by him of overtime wage rates for such work, unless the use of overtime work in connection with such extra work is specifically ordered in writing by the District, and then only to such extent as extra payment is regularly being made by the Contractor to his personnel for overtime work of a similar nature in the same locality.

If, due to Contractor negligence, the District is called out after hours to restore water service, the Contractor shall be back-charged at a rate of \$75 per hour per District employee for said restoration. All such charges shall be documented by the District and deducted by the District from retention monies due the Contractor.

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**10. MATERIAL SUBMITTALS**

The Contractor shall submit the following items for District approval prior to the beginning of the Project:

**Submittal List**

<u>Item Description</u>	<u>Submittal Summary</u>
Pipe, Valves and Fittings	Product Data Sheets or other information
Service Materials	Product Data Sheets or other information
Valve Boxes and Lids	Product Data Sheets
Sand	Gradation and Material Certification
Import Backfill	Gradation and Material certification
Asphalt Mix Design	Mix Design
Concrete Mix Design	Mix Design
Chlorination Specialist	Applicable State Contractors License Number

**11. VARIATIONS FROM PLANS AND SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS**

Any portions of the work, which do not conform to the General Specifications, Special Provisions, Construction Details, Map and Project Plans, or other Contract Documents, shall be clearly identified by the Contractor in a written letter noting such variation. In the event of a conflict between the General Specifications and Special Provisions, the Special Provisions shall prevail.

The District reserves the right to make such modifications or alterations, reductions or omissions, extra or additional work to the General Specifications and Contract Documents, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the District as necessary or advisable, and to require such extra work as may be determined by the District to be required for the proper completion or construction of the whole work contemplated. All charges shall be considered a part hereof and subject to each and all of its terms and requirements.

Increases or decreases in the quantities shown in the bid schedule, regardless of the magnitude of the change, the percentage change from the bid schedule quantity or the elimination of a contract item of work does not constitute a change requiring a change order, a change in the scope of the work, or a change in the character of the work. Contractor shall be paid the unit price quoted in the Proposal for Construction Services for the actual quantities used.

No change or deviation from the Contract Documents or General Specifications shall be made by the Contractor without written authorization from the District setting forth a complete description of the change.

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**12. CALIFORNIA CONTRACTOR'S LICENSE CLASSIFICATION**

In accordance with the provisions of California Public Contract Code Section 3300, the District has determined that the Contractor must possess a valid California State Class A - General Engineering Contractor Contractor's License at the time that the Contract is awarded and throughout the Contract's duration. Failure to possess the specified license shall render the bid as non-responsive, and shall act as a bar to award the Contract to any bidder not possessing said license at the time of award.

**13. SUBCONTRACT DOCUMENTS**

Subcontractor(s) shall possess a valid California State Contractor's License as applicable to the work performed. All subcontracts shall include provisions that the Contract between the District and Contractor is part of the subcontract, and that all terms and provisions of said Contract are incorporated in the subcontract. Copies of the subcontract shall be made available to the District upon written request and shall be provided to the District at the time any litigation is filed against the District concerning the Project. The Contractor shall pay subcontractor(s) for completed work within thirty (30) days of receipt of payment from the District.

**14. PERMIT FOR CONSTRUCTION WATER**

A Construction Water Permit, a fire hydrant meter, and a fire hydrant meter deposit is required for use of any District fire hydrant(s). The construction water fees are waived for the duration of the Contract and shall entitle the Contractor access to and reasonable use of water from assigned fire hydrants connected to the District's water distribution system.

**15. SAFETY AND HEALTH PROVISIONS**

Fixed or portable chemical toilets, properly obscured from public observance, shall be provided for the use of the employees of the Contractor. Toilets at the site shall conform with OSHA Safety and Health Standards for Construction. Toilets shall be serviced daily and shall be removed from the work site on Saturdays, Sundays, and District Holidays unless work is authorized for those days.

**16. INJURY AND ILLNESS PREVENTION/HAZARD COMMUNICATION**

The Contractor shall maintain written "Injury and Illness Prevention," "Confined Space Entry," and "Hazard Communications" programs and shall provide the District with documentation of same prior to the execution of the Agreement for Construction Services.

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**17. PRE-CONSTRUCTION CONFERENCE**

A Pre-construction Conference shall be held at the office of the Project Manager (Citrus Heights Water District, 6230 Sylvan Road, Citrus Heights, CA 95610) for the purpose of discussing with the Contractor the Scope of Work, General Specifications, existing conditions, submittals, materials, construction equipment, and other essential matters relating to the satisfactory completion of the work. This conference shall be held prior to the issuance of the Notice to Proceed. The Contractor's representatives shall include the Competent Person, Project on-Site Superintendent, other primary superintendents and may also include representative's subcontractors, service providers and material suppliers if any.

**18. PROJECT MEETINGS**

The Contractor, the District Inspector, and Project Manager shall establish a routine meeting schedule throughout the course of the Project to discuss progress, changes, questions, and to update the Project Schedule. Meetings shall occur at two week intervals or more frequently if needed.

**19. CONSTRUCTION SCHEDULE**

A Construction Schedule shall be prepared and submitted by the Contractor to the District for review and approval prior to the issuance of the Notice to Proceed. Biweekly updates shall be provided thereafter and until completion of the project. Full compensation for preparing the Construction Schedule and biweekly updates thereto shall be considered as included in the contract prices paid for the various items of work, and no additional payment will be allowed therefor.

**20. EMERGENT MATTERS AFTER HOURS**

Matters requiring an emergent response after working hours include but are not limited to public safety and the protection of private property, such as; degradation of temporary paving, unsafe traffic plates, leaking piping, customers without water service, violations of storm water pollution prevention implementation and unsafe construction. The Contractor is advised that the District has the authority to determine what matters shall constitute an emergency, and the Contractor shall respond to all such emergencies until measures have been taken to remedy the matter to the District's satisfaction.

**21. EMERGENCY CONTACT AND CONTRACTOR RESPONSE**

Prior to commencement of the Project, the Contractor shall designate a competent person to be responsible for responding to emergencies during non-work hours resulting from the Contractor's work. Said person shall be available at all hours and shall be housed near the Project site. The maximum allowable response time shall be 30-minutes as

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determined by MapQuest. The District shall be provided with a cellular telephone number and other relevant contact information for said designated competent person. The Contractor is solely responsible for informing the District of any changes in designation of the responsible person or contact information during the course of the Project.

**22. TRENCH AND EXCAVATION COMPETENT PERSON ASSIGNMENT AND RESPONSIBILITIES**

The Contractor is hereby notified that a Trench and Excavation Competent Person shall be assigned to the Project at all times and shall be present on the Project during any and all work periods as specified in the Competent Person Assignment Form (see following page). The Trench and Excavation Competent Person shall be present at the Pre-Construction Conference and shall complete and sign this Form during the Conference. Should substitution of the assigned Trench and Excavation Competent Person be required, a new form shall be completed prior to initiating or continuing any work period, and that substituted Trench and Excavation Competent Person shall assume all responsibilities of the title.

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**Trench and Excavation “Competent Person” Assignment**

PROJECT NAME: \_\_\_\_\_

(Name of individual) \_\_\_\_\_  
has been designated a “Competent Person” for Trenching & Excavation Operations by

(Name of employer) \_\_\_\_\_  
based on the individual’s training, experience and demonstrated skills in the following:

1. Knowledge of Cal-OSHA Code of Regulations, Title 8, Article 6 Excavations (Section 1539-1547)
2. Soil classification
3. Use of protective systems and safe access to and from all work levels or surfaces

As such, the individual has the ability to detect:

1. Conditions that could result in cave-ins
2. Failures in protective systems
3. Potential hazardous atmospheres
4. Other hazards including those associated with confined spaces, and has
5. The authority to take prompt corrective measures to eliminate existing and predictable hazards and to stop work when required.

Inspections shall be made by the Competent Person and must be documented. The following specifies the frequency and conditions requiring inspections:

1. Daily and before the start of each shift
2. As dictated by the work being done in the trench
3. After every rainstorm or other events that could increase hazards, e.g. rain event, wind storm, thaw, earthquake, etc.
4. When fissures, tension cracks, sloughing, undercutting, water seepage, bulging of the trench, a change in soil types or other similar conditions that occur
5. When there is a change in the size, location, or placement of the spoil pile nearest the excavation
6. When there is any indication of change or movement in protective systems or adjacent structures

Designated by:

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Signature of individual assigned as Competent Person:

Office telephone number: (    ) \_\_\_\_\_ Cellular number: (    ) \_\_\_\_\_

After-hours telephone: (    ) \_\_\_\_\_ Pager number: (    ) \_\_\_\_\_

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**FAIR OAKS BOULEVARD WATER MAIN PROJECT  
C20-101**

**1. Traffic Control Requirements**

The following traffic control requirements shall be adhered to as a basis for bidding purposes. The City of Citrus Heights shall provide the traffic control requirements upon submittal of the encroachment permit by the contractor. Adjustments may be required in the field for the purposes of installing the water main and appurtenances.

**DRIVEWAY ACCESS:** The Contractor shall allow driveway access (ingress and egress) for all residential properties within the temporary traffic control zone unless special arrangements are approved by the property owner and the City of Citrus Heights.

**PEDESTRIAN ACCESS:** All temporary traffic controls shall incorporate measures to ensure full and safe access for pedestrians and shall be in full compliance with the Americans with Disabilities Act (ADA) and Title 24 of the California Code. Submittal of separate pedestrian signage and routing plans may be required by the City of Citrus Heights to ensure compliance with access requirements.

**BICYCLE ACCESS:** When the road shoulder or designated bike lane is blocked by work zone or temporary traffic control measures, temporary traffic controls shall be incorporated to provide safe passage for bicyclists through the work zone. "Share the Road" signs shall be placed at the beginning of the taper or closure and a minimum lane width of 12 feet shall be maintained in the lane shared by bicycles.

**2. U.S.A. Markings and Tire Markings**

The Contractor shall be responsible for removal of all U.S.A. markings and tire markings from construction equipment via power-washing or other approved method at no additional expense to the District.

**3. Damage to Pavement and Concrete**

The Contractor shall provide all necessary protection to existing pavement and concrete so as to avoid scraping, gouging, imprinting, cracking edges or otherwise causing damage during the entire Project. The Contractor shall exercise caution to avoid damaging pavement along the edge of pavement where the water main is to be installed on the shoulder of the roadway. The District Inspector or the City of Citrus Heights shall direct the contractor to repair any damage as deemed necessary. The Contractor shall repair said damage using methods required by the Inspector or shall agree to an alternative method in advance of said repairs. All costs of repairs to existing pavement and concrete due to damage caused by the Contractor shall be solely the responsibility

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of the Contractor.

**4. Storage of Equipment and Materials**

Storage of equipment and materials on the properties shall not be permitted without the written permission of the property owner. The Contractor shall contact the City of Citrus Heights to determine if any use permits are required and obtain same, if required, at no additional expense to the District.

Storage of equipment and materials within the City of Citrus Heights right-of-way shall require coordination with the District Inspector and City of Citrus Heights Encroachment Inspectors. Requirements of the Encroachment Permit shall prevail.

**5. Minimum Cover**

Minimum cover on all main lines shall be 36" below finish grade unless otherwise shown on the plans or specifically approved by the District Inspector. Minimum cover on all service lines shall be 24" below finish grade unless otherwise specifically approved by the District Inspector. For the purposes of this contract "finish grade" shall be the grade of the completed trench, including restored surfaces. The restored surfaces shall match existing grade.

**6. Backfill, Compaction, and Compaction Testing**

Lawn, Planter, and Other Non-traffic Locations: Backfill around service piping, valves and fittings shall be #2 washed sand to a minimum of 3" below and 9" above. Backfill around water mains and service saddles shall be #2 washed sand to a minimum of 6" below and 12" above. Remaining backfill shall be 100% ¾" crushed rock to the bottom of the meter box. Above this level, backfill shall be native soil at optimum moisture content, placed in 3" lifts and hand-compacted to 90% minimum.

Roadway, Driveway, and Traffic Locations: Backfill around service piping, valves and fittings shall be #2 washed sand to a minimum of 3" below and 9" above. Backfill around water mains and service saddles shall be #2 washed sand to a minimum of 6" below and 12" above.

Proper haunching of the pipe shall be achieved by hand shovel slicing sand under the haunches of the pipe. With the pipe in place, the first lift of sand shall not exceed the springline of the pipe. No additional sand shall be added until the entire section of pipe has been properly haunched.

Compaction in the sanded pipe zone shall be 90% minimum. Remaining backfill shall be 100% ¾" crushed rock to the bottom of the meter box. Above this level, the remaining

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trench backfill shall be 100% import  $\frac{3}{4}$ " aggregate base compacted to 95% minimum.

Compaction at all paved locations shall be 95% minimum. Compaction at all other locations shall be 90% minimum unless otherwise specified by the District Inspector.

Initial compaction testing shall be performed at the discretion and expense of the District. Backfill not meeting compaction specifications shall be corrected by the Contractor at no additional expense to the District. Follow-up compaction testing shall be performed by the District at the expense of the Contractor. No extra time or payment shall be provided due to work delays for these tests.

Any surface settlement during the guarantee period shall be the responsibility of the Contractor.

**7. Thrust Blocks**

Thrust blocks shall be constructed of Type II six-sack Portland cement. Concrete shall conform to either the 1" or 1  $\frac{1}{2}$ " gradation at the option of the Contractor, unless otherwise specified in these Specifications or as required by the District Inspector. No backfill material shall be compacted above thrust blocks prior to a 24-hour period.

Trailers with "buggies" shall not be used to haul concrete. Concrete shall be hauled in cement mixing trucks or trailers only and shall be mechanically mixed at the site prior to placement.

**8. Temporary Trench Restoration**

Temporary paving (asphalt plant-mix cutback) shall be placed at locations and maintained at locations wherever excavation is made through pavement, sidewalk or driveways, as shown on the Project Plans, or as directed by the District. Temporary paving shall be placed as soon as the condition of the backfill is suitable to receive it and shall remain in place until the condition of the backfill is suitable for permanent resurfacing. Thickness of the temporary paving shall be one and one-half inches (1- $\frac{1}{2}$ ") unless otherwise shown on the Project Plans. Temporary paving shall be maintained at the same elevation as the existing surrounding surfaces until the permanent surfacing is placed. Temporary paving shall be placed using a hand powered compaction device.

Trench plates and their installation shall comply with the Encroachment Permit. Trench plates shall be pinned prior to subjecting them to public traffic. The edges of the trench plates shall be lined with temporary paving wedges. The 2" Construction Water Service (See Exhibit G, Construction Detail WS\_290) and all temporary blow-offs shall be plumbed below the roadway surface and installed in traffic-rated valve boxes for the duration of the Project.

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**9. Service Valve Locations and Meter Installations**

The Contractor shall advise the on-site property owner/tenant of water turn-off in writing 24 hours in advance and verbally after restoration of water service.

Unless as stated below, the meter and meter boxes shall be centered over the meter setter and shall typically be placed longitudinally perpendicular to the sidewalk.

The Contractor shall locate meters and meter boxes away from drainage swales and gutters whenever possible. The Contractor shall locate meters and meter boxes entirely within the landscape or lawn area whenever possible. If location in the landscape or lawn area is not possible, it shall be placed entirely in the sidewalk, driveway or paved area.

The Contractor shall be responsible daily for the removal and proper disposal of all landscaping, concrete, and excess native soil from the work zone. Temporary cold mix asphalt patches shall be required for concrete excavations that create a safety hazard or maintenance problem. All concrete replacement required by the Project installation shall be the responsibility of the Contractor. The Contractor shall replace all concrete driveways, curbs, gutters, and sidewalks and landscaping to its original condition within thirty (30) calendar days of removal.

**10. Connection to Existing Services**

The Contractor shall install all piping, meter setters, and fittings. The Contractor shall connect copper, brass, or PVC (Schedule 40 with Schedule 80 fittings) line to the customer's supply line as indicated on the Project Plans.

The Contractor shall connect to existing services using the appropriate adapter, bushing or reducer. When connecting to existing galvanized services the Contractor shall use only the Smith-Blair 411 metal couplings or equal as approved by the District. No Flow-Control PVC Schedule 40 couplings shall be allowed for connecting to any type of existing service. Note that the existing service size is not necessarily the same size as the meter setter and/or meter being installed. No direct metal connection shall exist between customer and District lines. No polyvinylchloride (PVC) pipe and fittings shall be used on the District side of the meter.

**11. Flushing Service Lines**

The Contractor shall be responsible for the thorough flushing of all water service line installations through an outside hose bib immediately following service connection with a meter idler in place to prevent a water consumption charge to the property owner. It shall be the Contractor's responsibility to investigate and resolve complaints regarding low

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flow, plugged lines, etc, which ensue after working on any water service.

**12. Bronze Service Saddles**

Water Service Saddles used in the course of the Project are to be bronze with an iron pipe thread (IPT) outlet. Saddles for ACP are to be of the double strap bronze variety. Saddles for PVC pipe and DIP pipe are to be full support, two-piece for PVC pipe and DIP pipe. All nuts and bolts are to be bronze. Saddles shall be Mueller, Jones, Ford, or equal.

**13. Corporation Stops and Ball Valves**

Corporation stops and ball valves used in the course of this Project shall have an iron pipe thread connection on one end and a Mueller 110 compression connection or equal on the other end.

**14. Brass Fittings**

Brass valves and fittings used in the course of this Project shall meet the requirements of the State of California and not exceed 0.25% lead content.

**15. Compression Couplings**

Compression Couplings used in the course of this Project shall have Mueller 110 compression connections or equal.

**16. Polyvinylchloride (PVC) Pipe and Fittings for Service Reconnections**

PVC Pipe used in the course of this Project for domestic service reconnections shall be a minimum of Schedule 40. All PVC fittings shall be Schedule 80. When connecting to existing galvanized services the Contactor shall use only the Smith-Blair 411 metal couplings or equal as approved by the District. No Flow-Control PVC Schedule 40 couplings shall be allowed for connecting to any type of existing service.

Approved plastic pipe cement shall be WET 'R DRY PVC 2725 Blue. Medium Bodied.

Approved plastic pipe primer shall be WET 'R DRY PVC P-75 Aqua Blue Primer used to connect the pipe and fittings.

**17. Resilient Wedge Gate Valves**

The resilient wedge gate valves shall fully comply with the latest revision of AWWA C509, and shall also be UL listed and FM approved. The valves shall be tested and certified to

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ANSI/NSF 61.

The valve shall have a 250 psig working pressure.

The valve type shall be NRS (non-rising stem).

The valve shall have an arrow cast on the operating nut or handwheel showing opening direction. The direction of opening shall be counterclockwise (left).

The NRS valves shall be provided with a 2" square operating nut. The bolt that attaches the operating nut to the stem shall be recessed into the operating nut so as not to interfere with valve wrench operation.

The valve body, bonnet, stuffing box, and disc shall be composed of ASTM A-126 Class B grey iron or ASTM A395 or A536 ductile iron. The body and bonnet shall also adhere to the minimum wall thickness as set forth in Table 2, section 4.3.1 of AWWA C509. Wall thickness less than those in Table 2 are not acceptable.

The valve disc and guide lugs must be fully (100%) encapsulated in SBR ASTM D2000 rubber material. The peel strength shall not be less than 75 pounds per inch.

The valves shall have all internal and external ferrous surfaces coated with a fusion bonded thermosetting powder epoxy coating of ten (10) mils nominal thickness. The coating shall conform to AWWA C550.

**18. Chlorination and Flushing**

The Contractor shall use a licensed Chlorination Specialist for the process of introducing a chlorine solution into the new water system. Said specialist shall maintain an Active C36 (Plumbing) and C55 (Water Conditioning) license with the California State Licensing Board.

Chlorine shall be introduced into the system at a minimum of 50 PPM and a maximum of 100 PPM. The Inspector shall be provided with proof of uniform chlorination throughout the system within the stated range using an approved test procedure. All requirements of American Water Works Association standard C651-05 (Disinfecting Water Mains) shall be followed.

Chlorinated water shall be properly disposed of using dechlorination procedures outlined in American Water Works Association standard C651-05 (Disinfecting Water Mains) and shall comply with all regulations. The Inspector shall be provided with proof of uniform dechlorination at a minimum of 10 minute intervals during disposal using an approved

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test procedure. Dechlorination shall be maintained at 0.0 PPM at all times during any disposal of any water into a drainage system.

**19. Sprinklers**

The properties may have underground sprinkler systems. It is the Contractor's responsibility to locate the system piping, and if disturbed, repair or replace it to its original condition at no cost to the District or property owner. Sprinkler system repairs and reconnections shall be made using Schedule 40 PVC pipe w/Schedule 40 fittings or better. Full compensation for restoration of existing sprinkler systems shall be considered as included in the contract unit prices paid for the various items of work, and no additional payment will be allowed therefor.

**20. Concrete Restoration**

◆ **Materials**

Class A-2 Concrete – Shall contain six (6) sacks (564 pounds) of Portland cement per cubic yard and shall have a maximum size of course aggregate of three-quarter inch (3/4")

Concrete shall be hauled in cement mixing trucks or a trailer mounted barrel mixer only and shall be mechanically mixed at the site prior to placement. All ingredients are to be thoroughly intermingled during mixing, and all aggregate particles are to be completely coated with cement paste.

Note: Transporting or use of concrete in non-mixing trucks or trailers ("buggies") is not permitted.

◆ **Installation**

All new concrete shall be installed within thirty (30) calendar days of removal. All concrete construction shall conform to existing finishes. Thickness shall be 4" minimum and 6" maximum. Temporary "cut-back" asphalt shall be placed in sidewalks and other pedestrian traffic areas, until the final restored concrete can be placed.

Restored concrete surfaces shall be installed per County of Sacramento Standard Construction Specifications Plan 4-30 and Section 27.

Doweling and restored concrete surfaces shall comply with County of Sacramento Specifications as required.

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◆ **Saw-cutting**

Double saw cutting is required for all locations in the concrete. An initial construction saw-cut is required to facilitate the locating and excavating of existing water distribution facilities or other utilities and to permit the installation of the proposed facilities. After facility installation, backfill and compaction, a second final saw-cut 6" beyond the excavation is required immediately prior to restoration of the surface. Saw cutting to the nearest expansion or control joint is required if within 18" of a proposed facility or at the direction of the District. Saw cut shall be for full depth of the slab. Edges remaining after removal shall be square, uniform, and with no chips or spalling.

◆ **Placement**

Replaced portions of concrete shall be finished to match existing surfaces.

◆ **Vandalism**

Contractor shall take all reasonable precautions to protect wet concrete from damage or vandalism.

**21. Landscape Restoration**

Landscape restoration work shall be performed by the Contractor. If the Contractor is unable to satisfactorily restore the landscaping, a Landscape Contractor shall be retained. The Landscape Contractor to be used shall be provided in Exhibit A, List of Subcontractors if work exceeds one percent (1.00%) of total amount of bid.

Provide all labor, materials, services and equipment necessary to complete all landscape restoration work, including but not limited to the following:

1. Sod removal and replacement
2. Ground Cover removal and replacement
3. Shrub removal and replacement
4. Pruning
5. Grading
6. Mulching – Shredded Bark
7. Weed Retardant Fabric replacement

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- 8. Cleanup
- 9. Restoration of Sprinkler Systems

◆ **Sod Removal and Replacement**

All lawn areas disturbed by the work shall be re-sod according to the following procedures: The grass shall be cut to a height of 2". The sod shall be removed with an appropriate tool, cutting a minimum of 1 1/2" below the surface of the soil. The sod shall be stockpiled and maintained in a healthy condition, and shall be replaced within three (3) days of the time it was cut.

If the sod removed is not healthy when it is to be relayed, it shall be replaced with new sod. New sod shall be installed when and where required, within fourteen (14) days of the completion of the trench or excavation. It shall be the responsibility of the Contractor to notify the property occupant in writing to water the newly replaced sod on a regular basis as required.

Areas to be planted shall be cultivated until the soil is mixed thoroughly and in a loose and fine textured condition. The top 2" shall be cleared of all stones, stumps, dirt clods, debris, etcetera, larger than 1/4" in diameter, that are brought to the surface as a result of cultivation.

◆ **Ground Cover Removal and Replacement**

Ground cover disturbance shall be kept to a minimum and removal confined to an immediate area of required excavation. Replacement shall be with healthy new plant material of a like variety, installed in conformance with the recommendations of the Sunset Western Garden Book.

New ground cover shall be installed where required within fourteen (14) days of completion of the trench or excavation. It shall be the Contractor's responsibility to notify the property occupant in writing to water the newly replaced ground on a regular basis as required.

◆ **Shrub Removal and Replacement**

Any shrubbery, which must be removed, as directed by the District, shall be removed by the Contractor so as not to damage it. If any damage is done to the shrubbery, the Contractor at no cost to the District or property owner shall replace it. Replacement shrubs shall be 5-gallon minimum size and shall match the size of the removed shrub.

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◆ **Pruning**

Pruning of any shrubbery or trees shall be conducted under the direction of the District and follow sound horticultural practice. Pruning shall be limited to the minimum necessary to provide access to work, to remove injured twigs and branches and to compensate for loss of roots during a transplant.

◆ **Grading**

Planting beds shall be graded to drain with uniform levels or slopes between finished elevations and existing elevations.

Remove debris, roots, stones, etcetera, in excess of 2" in size.

Fine grade all planting areas to a smooth, loose, and a uniform surface.

◆ **Mulching**

The Contractor shall replace mulch that has been disturbed by the operation. Minimum depth of mulch will be 2".

◆ **Weed Retardant Fabric Replacement**

The Contractor shall replace fabric used to retard weed growth that has been disturbed by the operation. The replaced fabric shall be of similar quality and character of the existing fabric disturbed.

◆ **Cleanup**

Any excess soil, imported fill, prunes, or other debris shall be removed daily from the work zone and disposed of in a lawful manner at the Contractor's expense.

◆ **Guarantee and Replacement**

All plant material and sod installed, new or reused, under this Contract shall be guaranteed for thirty (30) days from time of installation against any and all poor, inadequate, or inferior materials and/or workmanship or improper maintenance, as determined by the District.

**22. Maintaining Traffic, Public Convenience and Safety**

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The Contractor shall be responsible for the safety of traffic within the Project limits and on the approaches to the Project. The Contractor shall be responsible for maintaining local property access and access to the existing public cross-streets within the limits of this contract. The Contractor shall provide adequate steel plating to protect driveways and provide access to properties.

Temporary paving shall be used when trenching occurs across a driveway. The Contractor shall make a reasonable effort to reduce durations of the driveway closures by scheduling and coordinating work accordingly.

The Contractor shall provide 72 hour advance notification to the occupants of property to which the existing access or frontage parking will be closed for a period of time exceeding two (2) hours. Notification will be by written notice placed on or near the building entrance or the property access point to be closed. The Contractor shall be responsible for making access available into the existing driveways at any time during their work day to emergency type vehicles such as fire, ambulance, police, and etcetera.

Personal vehicles of the Contractor's employees shall not be parked within the right of way.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the District Inspector, public traffic and convenience will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the City of Citrus Heights and District have approved them in writing.

Pedestrian access facilities shall be provided through construction areas within the right-of-way as specified herein. Access shall be American's with Disabilities Act (ADA) compliant. Pedestrian walkways shall be provided with surfacing of asphalt concrete, Portland cement concrete or timber. Surface shall be skid resistant and free of irregularities.

Paved pedestrian access to sidewalks and signals and signal push buttons shall be maintained during all stages of construction. Walkways shall be maintained in good condition by the Contractor. Walkways shall be kept clear of obstructions.

Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Any closure or detour of pedestrian access for Contractor's convenience shall be approved in writing by City of Citrus Heights and District prior to scheduling work in the area under question. Any request for temporary closure or detour of pedestrians shall be

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made in writing and include plans and information showing requested duration, days of the week, routes, signing and safety measures. Approval or rejection of requests will be at the sole discretion of the City of Citrus Heights and District. Additional signing and safety measures for pedestrians approved as part of a pedestrian access modification shall be considered as included in the prices paid for the various contract items of work involved and no additional payment shall be made therefor.

**23. Public Notification**

The District will be responsible for notifying the public, local residents, local businesses, local public, Regional Transit Route Scheduling Unit, local law enforcement agencies, local fire districts, local public and private ambulance and paramedic service providers, local utility companies and any other persons or agencies affected by this Project. The District will be responsible for coordinating with the Contractor to ensure the proper timing and information is provided to the public.

**24. Construction Layout and Staking**

The District will provide construction staking for the water line as described below:

- Offset stakes will be provided at 50 foot intervals along waterline, grade breaks and two stakes will be placed at each waterline angle point along the route. Offset stakes will provide centerline of the water main and cut elevation to flowline of pipe.
- Staking Waterline Tees or Service Laterals
- Staking Water Meters or other waterline appurtenances

The following staking items will not be provided by the District:

- Staking Saw Cut Line
- Staking Construction Area Signs
- Traffic control except as noted below

Contractor Responsibilities:

- Discuss scheduling of staking needs for Contractor operations and time estimates of staking operations with the District Inspector. Staking needs shall be included on the biweekly schedule updates.
- Request construction stakes a minimum of three (3) working days in advance of starting an operation that will use the stakes (i.e. if stakes are to be used Thursday,

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the staking request shall be submitted on Monday). Weekends and holidays are not considered working days.

- Submit suitable requests for construction stakes, ensuring that the requested staking area is ready for stakes and that the stakes will begin to be used within five (5) days of staking.
- Coordinate construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in safe and expeditious manner to the satisfaction of the District Inspector.
- Contractor shall provide a safe working environment for the survey crews.
- Contractor shall establish priorities for requested construction stakes and note the priorities on the staking request.
- Contractor shall preserve all construction stakes. Replacement of stakes will be completed at the expense of the Contractor.
- The Contractor will coordinate with the District Inspector regarding the location and placement of Fire Hydrants, Valves, Tees, Crosses, Water Services, ARVs and related appurtenances. The final location of these facilities will require approval from the District Inspector.

If the area or facility is not prepared satisfactorily for the stakes, as determined by the District Inspector, the staking request will be voided by the District Inspector and the Contractor shall submit a new request for the stakes when the area or facility has been properly prepared. If survey crews have been mobilized to an area that is not ready for stakes, the District will provide written documentation and charge the Contractor with re-staking charges for the survey crew's time.

Full compensation for coordinating construction layout and staking with the District Inspector and the District's staking agents shall be considered as included in the various contract items of work and no additional payment will be allowed therefor.

END OF SPECIAL PROVISIONS

**SECTION 01000**  
**SPECIAL PROVISIONS**

**SECTION 01100  
PROJECT PLANS**

**FAIR OAKS BOULEVARD WATER MAIN PROJECT**  
**C20-101**

The following Project Plans pertain to Citrus Heights Water District's Fair Oaks Boulevard Water Main Project C20-101:

9 Sheets

Project Plans are 22" x 34" and shall be purchased as a portion of the Bid Package

**SECTION 01200  
ENCROACHMENT PERMIT DOCUMENTS**

**FAIR OAKS BOULEVARD WATER MAIN PROJECT  
C20-101**

The following Encroachment Permit Documents pertain to Citrus Heights Water District's Fair Oaks Boulevard Water Main Project C20-101:

City of Citrus Heights Encroachment Permit

Encroachment Permit Application	(2 Pages)
General Provisions and Restrictions	(2 Pages)
Minimum Insurance Requirements	(2 Pages)
Temporary Traffic Control Conditions	(1 Page)



## ENCROACHMENT PERMIT APPLICATION

6360 Fountain Square Drive, Citrus Heights, California 95621 (916) 727-4770 TDD 7-1-1  
 www.citrusheights.net

EMAIL: [EncPermits@CitrusHeights.net](mailto:EncPermits@CitrusHeights.net)

**APPLICANT INFORMATION**

NEW?

**EXISTING PERMIT**

Application Date: \_\_\_\_\_ Applicant/Business Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone# \_\_\_\_\_ Cell# \_\_\_\_\_ Fax: \_\_\_\_\_

Applicant Business Email Address: \_\_\_\_\_ Contractor Lic#: \_\_\_\_\_

Office Contact Person: \_\_\_\_\_ Phone#: \_\_\_\_\_ Cell#: \_\_\_\_\_

Office Contact Email: \_\_\_\_\_ Business License Number: \_\_\_\_\_

Applicant is a subcontractor performing work for:

**Contractor/Utility name** \_\_\_\_\_ **EXISTING BLANKET Permit#:** \_\_\_\_\_

**JOB INFORMATION**

DAY M-F (8:00 AM – 5:00 PM)  NIGHT WORK  WEEKEND  SAT  SUNDAY

Number (#) of Working days: \_\_\_\_\_ Requested Start Date: \_\_\_\_\_ Job Completion Date: \_\_\_\_\_

Job Address/Location: \_\_\_\_\_ Nearest Cross Street: \_\_\_\_\_

Job Name: \_\_\_\_\_ Job/Reference#: \_\_\_\_\_ USA#: \_\_\_\_\_

Foreman or Field Contact Name: \_\_\_\_\_ Cell#: \_\_\_\_\_

**Describe Work or Activity in Public Right-Of-Way:** *(attach sheet if more room is needed)* \_\_\_\_\_

	Pedestrian Ramp		Sidewalk		Survey		Utility Maintenance
	Driveway Approach		Curb & Gutter		Obstruction		Utility Installation
	Traffic Control		Access Road		Excavation		Water Service
	<b>MOVING POD</b>		<b>DUMPSTER</b>		<b>TREE WORK</b>		<b>OTHER</b>

**EXCAVATION - Estimated Crackseal Fee \$1.80 /LF**

Max Depth:		Max Width		Max Length		Other:	
Type:		A/C		Unimproved		Concrete	

**PIPES:**

Type:		Diameter:		Product		Voltage/PSIG	
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Other Notes: \_\_\_\_\_

Will an existing driveway be removed or blocked? If "Yes" Please Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will an existing sidewalk be removed or blocked? If "Yes" Please Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work Detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TCP TEMPLATES:** \_\_\_\_\_

In consideration of granting of this application, it is agreed by the applicant that the City of Citrus Heights and any officer or employee thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with the future use of the highway it must be removed or relocated, as designated by the City Engineer, at the expense of the applicant of their successor in interest.

**Application approval subject to payment of fees and conditions of work, and is revocable at any time.**

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit this form in person or by email to: [EncPermits@citrusheights.net](mailto:EncPermits@citrusheights.net) with the following documents

1. Traffic control plan
2. Proof of insurance
3. Other supporting documentation

1. **PERMIT:** This permit is issued in accordance with Division 2, Chapter 5.5 of the Streets and Highways Code of the State of California and Chapter 78-1 of the City Code, adopting 12.8 of Sacramento County Code by reference.
2. **ACCEPTANCE OF PROVISIONS:** It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of all the general and specific conditions hereof.
3. **KEEP PERMIT ON WORK SITE:** This permit shall be kept at the site of the work and must be shown to any representative of the City or any law enforcement officer upon demand.
4. **GENERAL DEPOSIT:** Applicant shall post a deposit as specified in Chapter 78-1 of the City Code (amount varies according to encroachment type). The deposit may be released 180 days after completion of the work and the project has been signed off by the City Inspector.
5. **INSURANCE REQUIRED:** See attached "Minimum Insurance Requirements".
6. **GUARANTEE:** Should any failure of the work occur within a period of one year after acceptance by the Engineer of the project, or portions thereof which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his expense.
7. **NOTIFICATION:** Before starting work, the Permittee shall notify Citrus Heights General Service Department, phone (916) 727-4770, two working days in advance of the date work is to begin.
8. **U.S.A. NOTIFICATION REQUIRED:** The Permittee shall notify Underground Service Alert two working days in advance of performing excavation work by calling the toll-free number (800) 642-2444. - U.S.A. notification to be renewed at not more than 14 calendar day intervals. All markings by contractors shall be made with chalk based aerosol paint.
9. **UNDERGROUND UTILITIES.** Disregard or destruction of underground utilities may be cause for revocation of this permit or denial of future permits at the discretion of the City Engineer. Any utility so damaged shall be immediately reported to the owner and City General Services Department.
10. **PROSECUTION OF WORK:** Any work authorized by this permit shall be performed in a workmanlike, diligent and expeditious manner to the satisfaction of the City Engineer. Any non-storm water runoff must not be allowed into storm drains including washing from concrete or plaster work, vehicle clean-up or maintenance. Applicant is responsible for ensuring that anyone employed to complete the work complies with all the provisions of this permit.
11. **SITE MAINTENANCE:** Applicant is responsible for daily maintenance (24/7) of the project site and haul routes for any imported or exported materials. Stockpiled debris and materials shall be kept clean and orderly and out of traffic lanes and haul routes shall be monitored and swept as required to minimize tracking and dust.
12. **TEMPORARY TRAFFIC CONTROLS:** See attached "Temporary Traffic Control Conditions".
13. **WORK AND MATERIAL:** All work and materials shall be in accordance with the current edition of the County of Sacramento "Standard Construction Specifications" as amended, and Current MUTCD California Edition.
14. **ROAD CLOSURE:** No highway or street may be closed without first obtaining approval in writing from the City of Citrus Heights, (916) 727-4770. If permission to close a street is granted, it shall be the Permittee's responsibility to notify the Citrus Heights Police Department and Fire Department prior to closing the street.
15. **MAINTAINING AND PROTECTING TRAFFIC CONTROL FACILITIES:** Metal objects (such as manhole frames and lid valve boxes, bore casings, etc.) shall not be installed within 72 inches of a traffic detector loop. Any traffic signal or detector operation disruption shall be repaired and the system made operational within eight hours of the damage. Should the City elect to provide repair or replacement services, the Permittee shall be required to reimburse the City for all costs involved.
16. **SITE ACCESS:** The applicant is responsible for providing and maintaining an alternate accessible route around the work site at all times. Alternate access routes shall be in compliance with the Americans with Disabilities Act (ADA) and Title 24 of the California Code.



17. **TREES:** Unless specifically approved on the face of this permit, the removal or trimming of a tree(s) requires a separate permit per County ordinance, call (916) 727-4770.
18. **TUNNELING:** No tunneling will be permitted except on major work as may be specifically set forth on the face hereof.
19. **TRENCHING:** Not more than one-half of the width of a traveled way shall be disturbed at one time and the remaining shall be kept open to traffic by bridging or backfilling.
20. **BACKFILL AND RESTORATION OF SURFACES:** Excavation backfill and restoration of surfaces shall conform to the County of Sacramento Standard Construction Specifications. The permittee's attention is directed to Standard Drawing H-36 of the Specifications.
21. **CLEANUP:** Upon completion of the work, all brush, timber, scraps, material, etc., shall be entirely removed and the right-of-way shall be left in a condition equal to or better than existed before work started. All roadside drainage ditches shall be restored to a true grade and intake and outlet ends of all culverts shall be left free from all materials and debris.
22. **RESTORE IMPROVEMENTS:** Removal of existing pavement markings, signs, posts, concrete medians, landscaping, pavement, sidewalk, etc., both in the public right of way and on private property, shall be approved in writing (by the City of Citrus Heights), prior to removal. The applicant is responsible for assuring that all items removed are restored to their original locations and condition as existed prior to removal. Additionally, all temporary signs, pavement markings, storm water BMP's and other devices, marks and structures are completely removed for the work site.
23. **RECORD DRAWING:** Upon completion of underground or surface work of consequence, the Permittee, at the request of the City Engineer, shall furnish records, drawings to the Department of General Services showing locations and details of work performed.
24. **FUTURE MOVING OF INSTALLATION:** The installation authorized herein shall, upon demand of the City Engineer, be immediately relocated by, and at the sole expense of the Permittee whenever construction, reconstruction, maintenance, or traffic conditions on the highway may require such relocation. The Permittee must commence such relocation within the time specified in said demand and therefore diligently prosecute the same to completion.
25. **MAINTENANCE:** The Permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the City right-of-way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right of way which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all damage to the roadway which would not have occurred had such work not been done or such encroachment not placed herein.
26. **ANNUAL HOLIDAY MORATORIUM:** The annual construction and transportation moratorium begins at 5 PM the Friday before Thanksgiving and ends the first business day of January the following year. Streets restricted are:

Antelope Road	Old Auburn Road
Auburn Boulevard	San Juan Avenue
Dewey Drive	Sunrise Boulevard
Fair Oaks Boulevard	Sylvan Road
Greenback Lane	Van Maren Lane
Madison Avenue	

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*Keep on job site with approved permit copy.*

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

**A. Workers' Compensation & Employers Liability**

- Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to City of Citrus Heights.
- The policy must include a written waiver of the insurer's right to subrogate against the City of Citrus Heights.
- Required Evidence Of Coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed Certificate of Insurance

**B. General Liability**

- Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate;
- \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.
- Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- Coverage shall be continued for one (1) year after completion of the work.
- City of Citrus Heights must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. City of Citrus Heights shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the City of Citrus Heights as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the City of Citrus Heights.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Citrus Heights.
- The policy must cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.

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- Required Evidence of Coverage.
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the City of Citrus Heights is primary and non-contributory; and
  3. Properly completed Certificate of Insurance.

**C. Automobile Liability**

- Minimum Limit: \$1,000,000 combined single limit per accident. Coverage must apply to all owned, hired and non-owned vehicles. City of Citrus Heights must qualify as an insured.
- Required Evidence of Coverage:
  1. Copy of the endorsement or policy language indicating that City of Citrus Heights is an insured; and
  2. Properly completed Certificate of Insurance.

**D. Standards for Insurance Companies**

Insurance policies must be issued by an insurer with an A.M. Best's rating of at least A:VII.

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*Keep on job site with approved permit copy.*

Appropriate advance signing (“Road Construction Ahead”, “Flagger Ahead”, etc.), cones, barricades, etc., shall be used in accordance with City Standards, current County of Sacramento Standard Construction Specifications and/or the current Manual of Uniform Traffic Control Devices (MUTCD) California edition.

1. The use of advance warning construction signs, such as Changeable Message Signs (CMS) and/or special advisory signs, may be required during this project. If signs are requested, the contractor shall install or place equipment (at no cost to the City of Citrus Heights), to meet this condition.
2. Typically, all lane closures shall only be allowed Monday through Friday, between the hours of 8:30 AM and 3:30 PM on all major six (6) lane arterial roadways (Sunrise Boulevard, Greenback Lane, Madison Avenue, etc.). All other four (4) lane or five (5) lane streets are also considered major streets and lane closures shall only be allowed between the hours of 8:30 AM to 3:30 PM Monday through Friday. Residential and minor street lane closures vary as approved on the approved plans or encroachment permit. The City of Citrus Heights has a Holiday Moratorium where no work is permitted on these roads starting the Friday before Thanksgiving Day to the first business day in January inclusive.
3. All traffic control for this project shall be as designated on the approved traffic control plan(s) submitted by the contractor/applicant. If construction requires additional traffic restrictions, the contractor/applicant shall submit a revised traffic control plan before construction work in the right of way can proceed.
4. Additional construction limits, work hours, holiday, weekend, night or daytime work requested by contractor/applicant, (and not specified in these conditions, the Standard *Constructions Specifications*, plans or special provisions); shall be approved in writing from the City of Citrus Heights, General Services Department, prior to starting actual construction activity requested by the contractor/applicant.
5. No Overnight storage of materials and equipment shall be allowed on City of Citrus Heights right-of-way (unless approved in writing by the General Services Department).
6. Any parking or access limitations shall be coordinated with residents, businesses, local Fire Department, Citrus Heights Police Department, California Highway Patrol and Regional Transit (if applicable), seventy-two (72) hours in advance of the lane closures.
7. Limited construction work hours shall be in effect during school sessions. The General Services Department shall approve all construction work hours for any lane closures in, around, or near schools (public or private). Generally, construction work hours are not permitted one half hour before and after each arrival/departure bell time(s) during the morning and afternoon School sessions. School notification process is at least five (5) working days in advance of actual roadwork near schools. (“Around” or “near” a school is determined by the City Engineer).
8. No lane closures or partial lane closures shall be permitted during those certain dates in November and December as specified within the Sacramento County Standard Construction Specifications and during rainy weather or limited visibility (1000 feet or less and due to fog or other conditions).
9. The temporary traffic controls shall incorporate measures to ensure full and safe access for all pedestrians and bicyclists. **All access measures shall comply with ADA and Title 24 requirements.**
10. The continuous use and placement of all K-Rail, shall only be permitted if approved in writing from the City of Citrus Heights, General Services Department.

*Do not return to the city.*

*Keep on job site with approved permit copy.*

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 18, 2021 MEETING

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SUBJECT : CAPITAL IMPROVEMENT PROGRAM UPDATE  
STATUS : Information Item  
REPORT DATE : August 4, 2021  
PREPARED BY : Missy Pieri, Director of Engineering/District Engineer

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Staff will provide an update on the 2021 Capital Improvement Program.

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS AUGUST 18, 2021 REGULAR MEETING

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SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE DISTRICT POLICY UPDATES  
STATUS : Discussion and Action Item  
REPORT DATE : August 5, 2021  
PREPARED BY : Susan K. Talwar, Director of Finance and Administrative Services  
Alberto Preciado, Accounting Manager  
Brittney Moore, Senior Management Analyst  
Joshua Nelson, Assistant General Counsel  
Teresa L. Highsmith, Special Counsel, Labor and Employment

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### **OBJECTIVE:**

Consider approving updates to the Citrus Heights Water District's (CHWD or District) Board and Officer Policies (2000 Series); Board Meeting Policies (3000 series) Human Resources Policies (4000 series); and Accounts Receivable Policies (7000 series).

### **BACKGROUND AND ANALYSIS:**

At the District's 2019 Strategic Planning Session, an objective to promote organizational effectiveness to enhance service levels to customers and staff was established. A goal of that objective was to review and update the District's entire policy manual. The Board of Directors approved a substantial overhaul of the District's Human Resources Policies (4000 series) in August 2019; and Fiscal Management Policies (6000 series) in June 2020. As a continued long-term team effort, staff and Counsel have reviewed and updated the four policy series that are discussed below. The proposed revisions reflect language clean-up, incorporate best practices, or reflect recent changes in law.

The attached red-lined edits include the following:

### **Board and Officer Policies (2000 Series):**

Updates to the Board and Officer Policies (2000 Series) largely focus on clean-up edits. These edits include the following:

- **Terminology:** The policies referred to adjourned meetings as separate meetings. Technically, these are continuations of prior meetings.
- **Streamlining:** The policies attempted to include the substance of other legal requirements. This inevitably creates conflicts over time as laws change. The draft simply references these other legal requirements.
- **Directors (No. 2005):** The draft updates this policy to reflect by-division elections.
- **Other Officers (No. 2200, 2210, 2400):** The draft removes a number of requirements applicable to other officers (i.e., staff). These issues are covered in personnel policies and should be addressed there to avoid inconsistencies.

**Board Meeting Policies (3000 series):**

Similar to the 2000 Series, clean-up edits have been proposed for the Board Meeting Policies. In addition, some edits have been proposed to reflect current best practices. These edits include the following:

- Terminology: The policies referred to adjourned meetings as separate meetings. Technically, these are continuations of prior meetings.
- Agenda and Minutes (No. 3010, 3060): The proposed edits remove unnecessary specificity. The Board and staff, working together, should retain some flexibility to determine the format, content, and distribution of its agenda and minutes. These portions of the policies are proposed to be addressed in an Administrative Procedure in support of the Board policy.
- Meeting Conduct (No. 3030): Staff proposes the Board consider switching from *Robert's Rules* to *Rosenberg's Rules*. This is explained in the enclosed memorandum (Attachment 3). In addition, the edits delete overly prescriptive public comment requirements.
- Board Decisions (No. 3040): Staff proposes deleting this policy as it unnecessarily constrains Board decision-making.
- Recording (No. 3070): Staff proposes deleting this policy as it does not reflect current practice.

**Human Resources Policies (4000 series):**

The annual review and update of CHWD Human Resources Policies is the culmination of a team effort over several months to ensure that CHWD's policies are consistent with best practices and changes noted over the past two years to employee leave laws.

The team that worked on, reviewed and discussed the proposed policy updates included: Susan Talwar, Director of Finance and Administrative Services (Project Lead); Hilary Straus, General Manager; Alberto Preciado, Accounting Manager; Madeline Henry, former-Administrative Services Manager; Brittney Moore, Senior Management Analyst (assigned to Human Resources) and Terri Highsmith, Special Counsel for labor and employment matters.

CHWD's Human Resources Policies: 1) set expectations for employee performance and professionalism; 2) ensure consistent treatment of employees by managers and supervisors; 3) reduce employer's liability; and help define and strengthen the organization's culture of performance and accountability.

The Human Resources Policy 2021 updates are summarized in the Table shown in Attachment 5; additionally, Attachment 6 shows the full 4000 Series Policies with the actual edits in "redline" format so that the Board can track the changes being proposed. The policy revisions fall into the following three categories: 1) clarification to reflect existing law, policy and practice; 2) edits required due to changes in legal requirements; and 3) updated language to reflect "best practices."

**Clarification of Existing Law and Policy**

As noted in the Table in Attachment 5, the majority of proposed edits to the 4000 series policies are language clarifications which do not change the existing policy or the District's practice. These language edits are proposed either to clarify the intent of the existing policy or to align policy language with existing practice. For example, because the District's fiscal year is equivalent to the calendar year, references to the word "calendar" have been eliminated (Policy #4001.01 and .02); lines of authority for operational issues have been specified (Policy #4001.30); limitations on what information can be released for an employment reference have been clarified (Policy #4040.10); a new category of "interim employee" has been added as a

special employment category (Policy #4001.03) to maintain flexibility in getting work performed temporarily without incurring additional pension obligations; and edits have been made to Policy 4112 to clarify the correct rate of overtime pay for compliance with existing state law. Additionally, a few policies have been clarified at the request of CalPERS (California Public Employment Retirement System).

Highlights include: Policy #4103 has revised language requested by CalPERS to make it clear that merit adjustments (which are similar to an earned “step increase” within the compensation range, triggered by the employee’s performance evaluation rating above “meets expectations”) are reportable to PERS. Policy #4105 also had language added at the request of CalPERS to make it clear that one-time payments made under the Employee Recognition and Awards Program are not reportable for PEPRA employees (i.e., employees new to CalPERS, who entered into the pension system after December 31, 2012). Further, while the District has been reporting employee compensation correctly, PERS requested policy language updates for alignment with the PERL (Public Employees Retirement Law). These edits are declaratory of existing law and do not change the substance of the policy or the past practice of the District.

#### Edits Required Due to Change in Laws

The majority of the District’s existing policies are in full compliance with state and federal law regarding labor and employment matters, including areas of: 1) Equal Employment Opportunity (EEO)/harassment and discrimination prevention; 2) leave and accommodations requirements; 3) paid sick leave requirements; and 4) privacy issues (medical information, drug testing, etc.). Since the District last reviewed and adopted its Human Resources Policy Updates, certain state employee leave laws have been amended.

For example, effective January 1, 2021, the California Family Rights Act, is now applicable to any employer with five or more employees. Additionally, up to 12 weeks of parental leave, also known as “baby bonding” leave is available for each parent when both work for the same employer. Previously, a maximum of 12 weeks of baby bonding leave had to be shared between the two parents when both worked for the same employer. This is now reflected in Policy #4309, for consistency with state law.

#### Recommended “Best Practices” Highlights

A few of the human resources policy updates include further refinements to clarify the rights and procedures applicable to “for cause” employees as opposed to “at will” employees. For example, the District grievance procedure (Policy #4514) has been clarified to be applicable to “for cause” employees, consistent with the due process rights such employee have prior to any change in their employment status. By contrast, “at will” employees (those employees at the District subject to employment agreements) do not have a property interest in their job which would trigger due process or a grievance procedure. Additionally, for best management practices, some matters are not subject to grievance, including disciplinary decisions, management training requirements, such as a performance improvement plan, and release from probation or other no cause reasons.

How paid leave is accrued (e.g., vacation and holiday pay) is clarified to specify that accrual is on a bi-weekly basis, as opposed to dropping in all paid leave at the beginning of the calendar year. (See Policy #4301). This did not change existing practice, but it is a best management practice to spell out this limitation.

Similarly, updates are proposed to other Policies to maintain best practices of management authority, such



as Policy #4501 to expand the standards of employee conduct, a violation of which becomes the basis for discipline. And Policy #4513 has been updated to clarify that some changes in employment status are not subject to the disciplinary or grievance processes, such as an employee lay off resulting from a District Board-approved reduction in force or a release due to the inability to perform essential job duties, with or without a reasonable accommodation.

Moving forward, should the Board adopt the proposed human resources policy updates, the goal will be to review the policies on an annual basis with a focus of keeping CHWD current on human resources legal updates and changes in the workplace.

The District's Leadership Team reviewed key elements of the policy changes with staff and provided copies of the draft policy updates. Staff did not express any opposition.

### **Accounts Receivable Policies (7000 series):**

There are a considerable amount of substantive proposed changes to the accounts receivable (7000s) policies. The most important change to these proposed policies is no longer terminating service for non-payment. Staff recommends this change for a number of reasons, including reducing cost and administrative effort of non-payment, the availability of liens and special assessments to secure payment, increased regulatory attention on service termination, and CHWD's experience during the on-going COVID-19 pandemic when the State precluded termination for non-payment.

In addition to this change, staff recommends the following updates, which are largely clean-up edits:

- Customer Account Deposits (No. 7120): Staff proposes removing deposit procedures for termination for non-payment, and adding deposits for accounts being liened or added to the tax levy list for the first time. Also proposed is clarifying language regarding the disposition of unclaimed deposits in accordance with California Government Code.
- General Billing Procedures (No. 7170): Staff proposes removing procedures for termination for non-payment. Staff also proposes adding explicit language regarding the use of special assessments on the property tax rolls for delinquent accounts.
- Policies for Specific Account Types (Nos. 7171, 7172, 7173): Staff recommends deleting these policies, as general billing procedures are contained within Policy No. 7170, and these policies only serve to define specific account types.
- Water Meter Reading (No. 7180): Staff recommends adding specific language regarding the responsibility for costs when access to customer water meters is obstructed.
- Establishing and Closing Customer Accounts (No. 7200): Staff proposes deleting the paragraph establishing an application fee for new accounts, as this has not been the District's practice. Other proposed changes remove prohibited conditions for approval of customer account applications, and clarify final billing procedures.
- Termination of Service (No. 7270): Staff recommends removing procedures for termination of service for non-payment, and replacing the deleted language with a procedure for using flow restrictors in special circumstances.
- Disputed Charges and Leak Adjustments (No. 7330): Staff proposes clarifying timeframes for application and eligibility for leak adjustments.

**RECOMMENDATIONS:**

1. Approve updates to the District's Board and Officer Policies (2000 Series)
2. Approve updates to the District's Board Meeting Policies (3000 Series)
3. Approve updates to the District's Human Resources Policies (4000 Series)
4. Approve updates to the District's Accounts Receivable Policies (7000 Series)

**ATTACHMENTS:**

1. Red-lined Version of Board and Officer Policies (2000 Series) with New Edits
2. Red-lined Version of Board Meeting Policies (3000 Series) with New Edits
3. Memorandum on Parliamentary Procedure
4. Rosenberg's Rules of Order
5. Summary Table of Human Resources Policies Updates (4000 series)
6. Red-lined Version of Human Resources Policies Updates (4000 series) with New Edits
7. Clean Copy of Edited Human Resources Policies Updates (4000 Series)
8. Red-lined Version of Accounts Receivable Policies (7000 Series) with New Edits
9. Clean Copy of Edited Accounts Receivable Policies (7000 Series)
10. Clean Copy of Edited Board and Officer Policies (2000 Series)
11. Clean Copy of Edited Board Meeting Policies (3000 Series)

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

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# **ATTACHMENT 1**

## **Red-Lined Board and Officer Policies**

CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL

2000.00 AUTHORITY AND RESPONSIBILITY OF THE BOARD OF DIRECTORS

The Board of Directors, acting as a Board, is the governing body of Citrus Heights Water District. The Board shall act only at its regular, ~~regularly adjourned~~, special, or emergency ~~special~~ meetings, which may be adjourned as provided by applicable law. All powers of the District shall be exercised and performed by the Board as a body. Individual Board members, except as otherwise authorized by the Board, shall have no power to act for the District, or the Board, or to direct the Staff of the District, nor commit the District to any policy, act, or expenditure nor sign any document on behalf of the Board.

2000.10 RESPONSIBILITY OF THE BOARD OF DIRECTORS

The primary responsibility of the Board of Directors is the formulation and evaluation of District policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.

~~2000.11 Review of Board of Directors and Officers Policies and Procedures~~

~~Adopted Board of Directors and Officers Policies and Procedures shall be reviewed by the Board of Directors every four years or more frequently as necessary to assure compliance with applicable laws, ethical and appropriate practices, and relevance to current District operations. Such a review could cause a policy and procedure to be readopted/reaffirmed without change, amended or discontinued~~

2005.00 MEMBERS OF THE BOARD OF DIRECTORS

Members of the Board of Directors, ~~although qualifying for election by Division,~~ are elected ~~at by Division large and-but should make decisions in the interests of represent the electorate District and its customerseomunity~~ as a whole.

2005.10 Duties of Members of the Board of Directors

Members of the Board of Directors shall:

- 2005.11 Prepare themselves to discuss agenda items at Board of Directors meetings unless a personal or financial conflict of interest exists.
- 2005.12 Participate in the decision-making responsibilities of the Board of Directors unless a personal or financial conflict of interest exists.
- 2005.13 Perform other duties as may be required by law or as directed by the Board of Directors.

2010.00 PRESIDENT AND VICE PRESIDENT OF THE BOARD OF DIRECTORS

A President and a Vice President of the Board of Directors shall be chosen from members of the Board of Directors. The President and Vice President shall perform duties as established by the Board of Directors and as required by law.

2010.10 Selection and Term of Office of President and Vice President

Each December or as otherwise necessary, the Board of Directors shall elect a President and a Vice President from among its members. Nominations from members of the Board will be requested and a President and a Vice President shall be elected by a majority vote of the Board of Directors. The term of office of the President and the Vice President shall begin immediately upon their election unless otherwise specified by the Board of Directors.

2010.20 Duties of the President

The President of the Board of Directors shall:

- 2010.21 Preside at meetings and hearings of the Board of Directors and conduct said meetings to ensure proper order and decorum.
- 2010.22 Execute documents on behalf of the District that are approved at the meeting including, but not limited to, warrants, resolutions, agreements, and contracts.
- 2010.23 Rule on points of order and passage or failure of motions, resolutions, or ordinances brought before the Board.
- 2010.24 Invite public participation when appropriate during meetings of the Board of Directors.
- 2010.25 Set the time and place for any ~~adjourned~~, special or emergency ~~special~~ meeting of the Board of Directors.
- 2010.26 Serve as public spokesperson of the Board and express adopted policy of the
- 2010.27 Represent the Board of Directors at public meetings or ceremonies when called upon to do so.
- 2010.27 Represent the Board of Directors at public meetings or ceremonies when called upon to do so.
- 2010.28 Perform other duties as may be required by law or as directed by the Board of Directors.
- 2010.29 Appoint a member(s) of the Board of Directors, Officers or staff to serve or represent the District at public meetings, ceremonies or on committees on behalf of the District.

2010.30 Duties of the Vice President

In the absence of the President, the Vice President shall assume the duties of the President until such a time as the President is in attendance. In the event that the office of President is vacant, the Vice President shall act in the place of the President until the Board of Directors elects a new President.

2010.40 Participation in Meetings of the Board of Directors

The President and Vice President shall have the same rights as other members of the Board of Directors in voting, introducing motions, resolutions, and ordinances, and any discussion of questions that follow said actions. District when called upon to do so.

2020.00 ATTENDANCE AT BOARD OF DIRECTORS MEETINGS

Members of the Board of Directors are expected to attend all regular, ~~regularly~~-adjourned, ~~and~~ special, and emergency meetings of the Board of Directors. If unable to attend a meeting, Directors shall attempt to inform the President of the Board and/or the General Manager of the intended absence.

2020.10      Vacancy

A vacancy shall occur if any member of the Board of Directors ceases to discharge the duty of his/her office for ~~the period of three consecutive months except as formally authorized by action of the Board of Directors~~ the time period provided by law, including Government Code section 1770.

2040.00      COMPENSATION AND REIMBURSEMENT FOR DIRECTORS AND OFFICERS

Each member of the Board of Directors, ~~upon submittal of a monthly "Statement of Meetings Attended & Claim for Director's Compensation" (See attachment 2040.A2) to the District Secretary,~~ shall be entitled to receive compensation, in a dollar amount as specified by Citrus Heights Water District Ordinance Fixing the Compensation of the Board of Directors, per day or partial day for attendance at meetings of the Board and District related functions. ~~Compensation will be limited to a total of ten (10) days in any calendar month.~~

~~Changes in the compensation of Board members shall require the approval of the Board during an Open Session at a Regular Meeting of the Board of Directors held at least 60 days prior to the effective date of the change in compensation (see Water Code Section 20204 et seq. and Policy No. 2100).~~

~~Review of the Ordinance Fixing the Compensation of the Board of Directors shall be performed annually during an Open Session at a Regular Meeting of the Board of Directors, concurrent with the annual review of the Salary Schedule for District employees.~~

2040.10      Officer's Compensation

The Board appointed District Secretary, District Treasurer, and District Assessor/Collector shall not be compensated for their duties as District Officers.

2040.20      Reimbursement

District Officers and each member of the Board of Directors shall be entitled to reimbursement for actual and necessary expenses incurred in performance of their duties required or authorized by the Board. Reimbursements shall be subject to written documentation and shall be limited to imposed maximums (i.e.: meal expenses, travel expenses, etc.).

2040.30      Approval

Reimbursement pursuant to Section 2040.20 for actual and necessary expenses to the Directors and Officers shall be reviewed and approved monthly by the Board of Directors as part of their review of the Treasurer's report and accounts payable.

2040.90      Reporting

An annual report shall be prepared by the Treasurer quantifying meeting attendance, compensation, and expenses for members of the Board of Directors and District Officers.

2060.00      EDUCATIONAL AND TRAINING FUNCTIONS

The Board of Directors supports participation by members of the Board of Directors and Officers at educational and training functions of national, state, or local significance that either directly relates to the purposes, goals and objectives of the District or that contribute to a better understanding of water and management issues relevant to District operations. There is no limit as to the number of Directors and Officers attending a particular educational or training function when it is apparent that their attendance is beneficial to the District.

Educational and training functions typically include meetings, seminars, facility tours, and conferences related to District purposes and operations.

2060.10                    ATTENDANCE BY DIRECTORS

Members of the Board of Directors are authorized to attend educational and training functions of their choosing. Expenses per person in excess of \$5,000.00 per function and aggregately \$10,000.00 per calendar year shall require formal approval from the Board of Directors.

A Director shall not attend a conference or training event for which there is an expense to the District if it occurs after they have announced their pending resignation or have not filed for re-election, or if it occurs after an election in which it has been determined that they will not retain their seat on the Board of Directors except as formally authorized by action of the Board of Directors.

2060.30                    COMPENSATED MEETING DAY

Directors shall be entitled to receive meeting day compensation in accordance with Compensation and Reimbursement Policy 2040 for each day's or partial day's attendance at an educational or training function plus one day for travel if necessary.

2060.50                    EXPENSES

The District shall pay for actual and necessary expenses for attendance at education and training functions.

2060.51                    Function Expenses

The District will generally pay fees for registration and attendance at educational and training functions in advance for its representative(s).

Expenses advanced by the District for educational and training functions that are not attended by the Director or Officer other than due to circumstances beyond their control and for which a refund or credit cannot be obtained shall be promptly reimbursed to the District by the Director or Officer within thirty (30) days of the date of said function.

2060.52                    Travel Expenses

Travel expenses shall be allowed based upon the actual mode of travel. Travel arrangements may be made by the individual or by the District.

Travel by personal vehicle is permitted within California and Nevada and shall be

reimbursed at the current expense rate authorized under Internal Revenue Service (IRS) regulations per actual mile driven, not to exceed the cost of an unrestricted round-trip coach air fare plus associated ground transportation and parking expenses.

Travel by air, train, or bus is permitted and shall not exceed or be reimbursed beyond the cost of an unrestricted round-trip coach air fare plus associated ground transportation and parking expenses.

2060.53      Lodging Expenses

Actual lodging expenses will be paid or reimbursed at an amount not to exceed the highest published conference rates for accommodations. Lodging arrangements may be made by the individual or by the District.

2060.54      Meal Expenses

Per diem reimbursements for approved events, not to exceed the limits detailed below, can be obtained by submitting reconciliation request form.

Half Day event	\$45.00
Full Day Event	\$90.00

Directors or Officers shall generally not receive the above per diem if meals are provided as an accompaniment to registration. However, if a Director or Officer is unable to utilize the provided meal, he or she may receive a half-day or full day per diem as applicable. Any request for per diem shall indicate the District-related reason for not enjoying the provided meal. No compensation will be provided for the purchase of alcoholic beverages.

2060.55      Other Expenses

Other actual and necessary expenses, including but not limited to such items as car rental, taxi or bus fares, gratuities, parking, telephone calls, and facsimile transmissions will be Reimbursed at no cost.

2060.56      Spouse/Companion Expenses

Spouse and/or companions may accompany District representatives to educational and training functions at the sole and total expense of the spouse/companion(s). It is incumbent upon the Director or Officer to document those additional expenses that may accrue due to a spouse and/or companion, and to deduct said expenses from any expenses being submitted to the District for reimbursement or reconciliation.

2060.58      Expense Reconciliation

Upon the conclusion of an educational or training event for which expenses have been incurred, all expenses shall be documented and reconciled on the District's "Conference/Meeting Expense Reconciliation" form.

2060.59      Reporting

An annual report shall be prepared by the Treasurer quantifying attendance and expenses at



training and educational functions for members of the Board of Directors and District Officers.

2060.70

DIRECTORS' REPORTS

Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors and Officers will either prepare a written report for distribution to the Board of Directors, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for future use and reference by Directors, Officers and staff.

# CITRUS HEIGHTS WATER DISTRICT

## Conference/Meeting Expense Reconciliation

Attachement 2060.A1  
Rev. Jan 1, 2014

(users\admin\formslhr Employee type forms\expense reconciliation worksheet.xls)

**Name:** \_\_\_\_\_ **Date(s):** \_\_\_\_\_

**Purpose:** \_\_\_\_\_

**Location:** \_\_\_\_\_

### PLEASE - List All Expenses:

**Registration:** \_\_\_\_\_ \$ \_\_\_\_\_

**Coach Airfare on:** \_\_\_\_\_ **Conf #:** \_\_\_\_\_ \$ \_\_\_\_\_

**Mileage:** \_\_\_\_\_ @ \$.56/mile (IRS rate - eff 1/1/14) \$ \_\_\_\_\_

**Lodging at:** \_\_\_\_\_ **Conf #:** \_\_\_\_\_

**# of nights:** \_\_\_\_\_ @ \_\_\_\_\_ per night (Plus Tax) \$ \_\_\_\_\_

Date	Breakfast \$20 ±	Lunch \$25 ±	Dinner \$45 ±	DailyTotal <\$90	Attach Receipts
S				-	
M				-	
T				-	
W				-	
TH				-	
<b>Meal Totals</b>	-	-	-	-	\$ _____

*Note: Enter "CONF" in proper column if meal was included as part of registration.*

**Other:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attach Receipts \$ \_\_\_\_\_

**Total Expenses** \$ \_\_\_\_\_

### Prepaid / Credit Card Expenses

Registration	-	Meals	
Airfare	-	Car Rental	
Hotel	-		
Parking			

**Total Prepaid Expenses** \$ \_\_\_\_\_

**Balance Due to:** \_\_\_\_\_ \$

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Entered on cal  CC to attendee  Completed  Approved: \_\_\_\_\_

2080

BENEFITS FOR DIRECTORS AND OFFICERS

2080.10

WORKERS' COMPENSATION INSURANCE BENEFITS

Directors and Officers shall be covered by the District's Workers' Compensation Insurance policy while acting as a Board of Directors or acting under its orders.

2080.20

OTHER BENEFITS

Directors and Officers may participate in District benefit plans at the sole and express expense of the Director or Officer subject to the terms, conditions, and acceptance of the District's employee benefit provider(s).

District Officers that are also employees of the District shall be entitled to benefits pursuant to Personnel Policies and Procedures.

2090.00

BONDS FOR DIRECTORS AND OFFICERS

Directors and Officers shall be bonded as required by law. Premiums shall be paid fully by the District.

See Section 2200.15 of "Officers of the District" Policy 2200 for bonding requirements for Officers.

2100.00

STANDARDS OF CONDUCT FOR DIRECTORS AND OFFICERS

The policy of the Citrus Heights Water District is to maintain the highest ethical standards for its Directors and Officers. The proper operation of the District requires decisions and policy to be made within the proper channels of governmental structure, that public office not be used for personal gain, and that Directors and Officers remain objective and responsive to the needs of the public they serve. Accordingly, it is the policy of the Citrus Heights Water District that Directors and Officers will maintain the highest standard of personal honesty and fairness in carrying out their duties.

This policy sets forth the basic ethical standards to be followed by the Directors and Officers of the Citrus Heights Water District. The objectives of this policy are to: provide guidance for dealing with ethical issues; heighten awareness of ethics and values as critical elements in Directors' and Officers' conduct; and improve ethical decision-making and values-based management.

The Board of Directors of Citrus Heights Water District is committed to maintaining excellence in legislative leadership that results in providing the highest quality of services to its constituents. To assist in the governing of the behavior between and among Directors, Officers, employees and the public, the following policies and procedures shall be observed:

2100.10

POLICIES

2100.11

Directors and Officers are obligated to uphold the Constitution of the United States and the Constitution of the State of California. Directors and Officers will comply with applicable laws regulating their conduct, including conflict of interest, financial disclosure and open government laws. Directors and

Officers will strive to work in cooperation with other public officials unless prohibited from so doing by law or officially-recognized confidentiality of their work.

2100.12 Directors and Officers, in the performance of their official duties and responsibilities, will not discriminate against or harass any person on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, gender identity, sexual orientation, medical condition, ~~or~~ disability, or any other protected class. A Director or Officer will not grant any special consideration, treatment or advantage to any person or group beyond that which is available to every other person or group in similar circumstances.

2100.13 Except as specifically authorized, a Director or Officer will not use or permit the use of District-owned vehicles, equipment, telephones, materials or property for personal benefit or profit. A Director or Officer will not ask or require a District employee to perform services for the personal benefit or profit of a Director, Officer, or employee. Each Director and Officer must protect and properly use any District asset within his or her control, including information recorded on paper or in electronic form. Directors and Officers will safeguard District property, equipment, moneys and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

2100.14 A. A Director or Officer is not authorized, without approval of the Board of Directors or as otherwise permitted by law, to disclose information that qualifies as confidential information under applicable provisions of law to a person not authorized to receive it, that (1) has been received for, or during, a closed session meeting of the Board, (2) is protected from disclosure under the attorney/client or other evidentiary privilege, or (3) is not required to be disclosed under the California Public Records Act.

~~B. This section does not prohibit any of the following: (1) making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts to district attorney or grand jury that are necessary to establish the alleged illegality of an action taken by the District, an elected official or employee, (2) expressing an opinion concerning the propriety or legality of actions taken by the District in closed session, including disclosure of the nature and extent of the allegedly illegal action, or (3) disclosing information acquired by being present in a closed session that is not confidential information. Prior to disclosing confidential information pursuant to (1) or (2), above, however, a Director or Officer will first bring the matter to the attention of either the President of the Board or the full Board of Directors, to provide the Board an opportunity to cure an alleged violation.~~

BC. A Director or Officer who willfully and knowingly discloses for pecuniary gain confidential information received by him or her in the course of his or her official duties may be guilty of a misdemeanor under Government Code Section 1098.

2100.15 A. A Director will not have a financial interest in a contract with the District, or be a purchaser at a sale by the District or a vendor at a purchase made by the District, unless the Director or Officer's participation was authorized ~~under Government Code Sections 1091 or 1091.5, or other provisions of law~~under applicable law. A Director or Officer will not participate in the discussion, deliberation or vote on a matter before the Board of Directors, or in any way attempt to use his or her official position to influence a decision of the Board, if he or she has a prohibited interest with respect to the matter, ~~as defined in the Political Reform Act, Government Code Sections 81000, and following, relating to conflicts of~~

~~interest as provided by law. Generally, a Director or Officer has a financial interest in a matter if it is reasonably foreseeable that the Board decision would have a material financial effect (as defined by Fair Political Practices Commission (FPPC) regulations) that is distinguishable from the effect on the public generally on (a) a business entity in which the Director or Officer has a direct or indirect investment in the amount specified in FPPC regulations; (b) real property in which the Director or Officer has a direct or indirect investment interest, with a worth in the amount specified in FPPC regulations; (c) a source of income of the Director or Officer in the amount specified in FPPC regulations, within 12 months before the Board decision; (d) a source of gifts to the Director or Officer in an amount specified in FPPC regulations within 12 months before the Board decision; or (e) a business entity in which the Director or Officer holds a position as a director, trustee, officer, partner, manager or employee. An “indirect interest” means any investment or interest owned by the spouse or dependent child of the Director or Officer, by an agent on behalf of the Director or Officer, or by a business entity or trust in which the Director or Officer, or the Director or Officer’s spouse, dependent child or agent, owns directly, indirectly or beneficially a 10 percent interest or greater. An elected official will not accept honoraria, or gifts that exceed the limitations specified in the Fair Political Practices Act or FPPC regulations. Director or Officers will report all gifts, campaign contributions, income and financial information as required under the District’s Conflict of Interest Code and the provisions of the Fair Political Practices Act and FPPC regulations. (Government Code Sections 87100 and following.)~~

- B. If a member of the Board believes that he or she may be disqualified from participation in the discussion, deliberations or vote on a particular matter due to a conflict of interest, the following procedure will be followed: (a) if the Director or Officer becomes aware of the potential conflict of interest before the Board meeting at which the matter will be discussed or acted on, the Director or Officer will notify the District’s General Manager and the District’s legal counsel of the potential conflict of interest, so that a determination can be made whether it is a disqualifying conflict of interest; (b) if it is not possible for the Director or Officer to discuss the potential conflict with the General Manager and the District’s legal counsel before the meeting, or if the Director or Officer does not become aware of the potential conflict until during the meeting, the Director or Officer will immediately disclose the potential conflict during the Board meeting, so that there can be a determination whether it is a disqualifying conflict of interest; and (c) upon a determination that there is a disqualifying conflict of interest, the Director or Officer (1) will not participate in the discussion, deliberation or vote on the matter for which a conflict of interest exists, which will be so noted in the Board minutes, and (2) leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters. ~~The Director or Officer may speak on an uncontested matter during the time the general~~

~~public speaks on the issue.~~

~~C. A Director or Officer will not recommend the employment of a relative by the District. A Director or Officer will not recommend the employment of a relative to any person known by the Director or Officer to be bidding for or negotiating a contract with the District.~~

~~D. A Director or Officer who knowingly asks for, accepts or agrees to receive any gift, reward or promise thereof for doing an official act, except as may be authorized by law, may be guilty of a misdemeanor under Penal Code Section 70. (Government Code Sections 1090 and following, 81000 and following, and 87105; Penal Code Sections 68 and 70.)~~

2100.17 Board members are prohibited from soliciting political funds or contributions at District facilities, or from District employees. A Boardmember will not accept, solicit or direct a political contribution from (a) District employees, officers, consultants or contractors, or (b) vendors or consultants who have a material financial interest in a contract or other matter while that contract or other matter is pending before the District. A Director will not use the District's seal, trademark, stationery or other indicia of the District's identity, or facsimile thereof, in any solicitation for political contributions contrary to state or federal law.

2100.18 ~~Any Board member appointed or elected to a public office of another public entity, the duties of which may require action contradictory or inconsistent with the interests of the first entity (as determined under applicable law), will resign from the former office. Board members shall avoid incompatible offices as provided by applicable law. (See, generally, 73 Cal.Op. Atty. Gen. 357 (1990). See also Government Code Section 53227, under which an employee of a special district may not be sworn into office as an elected or appointed member of the Board of the same special district unless he or she resigns as an employee.)~~

2100.19 A. The Board sets the policy for the District and sets the terms and conditions of the General Manager's employment.

B. The District's General Manager (a) has full charge and control of the construction, maintenance and operation of the water system and other facilities of the District, (b) has full power and authority to employ and discharge employees and assistants, consistent with District policy and other provisions of law, (c) prescribes the duties of employees and assistants, consistent with District policy, and (d) fixes and alters the compensation of employees and assistants, consistent with District policy.

C. The Board will appoint the District's Treasurer (see Policy No. 2200). The Treasurer will install and maintain a system of auditing and accounting that will completely and at all times show the financial condition of the District in accordance with generally accepted accounting principles and legal requirements.

- D. The Board will retain and periodically review the work of an auditor as an independent contractor of the District (other than the Treasurer), who will report to the Board, to conduct an annual audit of the District's books, records and financial affairs (see Policy No. 6010).
  - E. The District's General Manager serves at the pleasure of the Board. The Board will provide policy direction and instructions to the General Manager on matters within the authority of the Board by majority vote of the Board during duly-convened Board meetings. Members of the Board will deal with matters within the authority of the General Manager through the General Manager, and not through other District employees, except as it pertains to the functions of the Treasurer. Members of the Board will refrain from making requests directly to District employees (rather than to the General Manager) to undertake analyses, perform other work assignments or change the priority of work assignments. Members of the Board may request non-confidential, factual information regarding District operations from District employees.
- 2100.20
- A. The General Manager has primary responsibility for (1) ensuring compliance with the Districts Personnel Policies, and ensuring that District employees do not engage in improper activities, (2) investigating allegations of improper activities, and (3) taking appropriate corrective and disciplinary actions. The Board has a duty to ensure that the General Manager is operating the District according to law and the policies approved by the Board. Board members are encouraged to fulfill their obligation to the public and the District by disclosing to the General Manager to the extent not expressly prohibited by law, improper activities within their knowledge. Board members will not interfere with the General Manager's responsibilities in identifying, investigating and correcting improper activities, unless the Board determines that the General Manager is not properly carrying out these responsibilities.
  - B. A Board member will not directly or indirectly use or attempt to use the authority or influence of his or her position for the purpose of intimidating, threatening, coercing, commanding or influencing any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the General Manager or the Board any information that, if true, would constitute: a work-related violation by a Board member or District employee of any law or regulation, gross waste of District funds, gross abuse of authority, a specified and substantial danger to public health or safety due to an act or omission of a District official or employee, use of a District office or position or of District resources for personal gain, or a conflict of interest of a District Board member or District employee.
  - C. A Board member will not use or threaten to use any official authority or



influence to effect any action as a reprisal against another District Board member or District employee who reports or otherwise brings to the attention of the General Manager any information regarding the subjects described in this section. ~~(Labor Code Section 1102.5 and following; Government Code Sections 53298 and 53298.5.)~~

2100.21 The members of the Board of Directors, and persons elected but who havenot yet assumed office as members of the Board, will fully comply withthe provisions of the State’s open meeting law for public agencies (the Brown Act).~~(Government Code Sections 54950 and following, and 54952.1 and 54959.)~~

2100.22 The members of the Board of Directors will fully comply with provisionsrelated to compensation and expense reimbursement as set forth elsewherein the Manual of District Policies and Procedures (see Policy No. 2040).

~~2100.23 Changes in the compensation of Board members will require the approval of the Board during a regular meeting of the Board held at least 60 days prior to the effective date of the change (Water Code Sections 20200 and following; also see Policy No. 2040).~~

~~2100.24 A Board member will not include false or misleading information in a candidate’s statement for a general District election filed pursuant to Section 13307 of the Elections Code (Election Code Section 13313).~~

2100.235 The needs of the District’s constituents and employees shall be among the highest priorities of the Board of Directors.

2100.246 Differing viewpoints are welcome in the decision-making process. Individuals have the right to disagree with ideas and opinions, however, oncethe Board of Directors takes action, Director or Officers are encouraged tosupport the majority decision and commit to implementation of said action.

2100.257 Directors and Officers will observe basic courtesies in order to maximize the performance of the Board of Directors by respecting the dignity, style, values, and opinions of others; emphasizing the positive side of all interactions; encouraging responsiveness and attentive listening to all dialogue; and committing to focus on issues and not personalities.

2100.268 Directors and Officers are responsible for monitoring the District’s progressin attaining its goals and objectives, while pursuing its mission.

2100.279 Directors should develop a working relationship with District Officers andthe General Manager and District staff to ensure open and comfortable discussion of current issues and concerns.

2100.3028 The work of the District is a team effort. All individuals are encouraged to work together in the collaborative process to assist one another in conducting the affairs of the District.

2100.50                    PROCEDURES

Directors and Officers should practice the following procedures:

- 2100.51                    When responding to constituent requests, concerns, and complaints, Directors should be courteous and positive in their response. Routing of questions to the General Manager for action is recommended.
- 2100.52                    In addressing concerns for safety or hazard related items, direct all inquiries to the General Manager or to the District office. Emergency situations should be reported to the District office immediately.
- 2100.53                    Issues are required to be brought to the attention of the Board of Directors as a whole, rather than to selected members individually.
- 2100.54                    The General Manager should be consulted in seeking clarification for policy related items, especially those involving personnel, finances, and legal action.

2200.00                    OFFICERS OF THE DISTRICT

The offices of Assessor, Collector, Treasurer, (~~Water Code Section 21266~~) and the position of Secretary are recognized as Officers of the District.

The office of Assessor and the office of Collector shall be consolidated into one office and titled Assessor / Collector (~~21120~~).

2200.10                    Appointment of Officers

The following District offices shall be filled by appointment by the Board of Directors to serve at the pleasure of the Board (~~21123~~):

- Assessor / Collector
- Treasurer
- Secretary

~~2200.11                    Deputy of the Assessor / Collector (21186, 21187, 21188)~~

~~The Assessor / Collector may appoint one (1) Deputy Assessor / Collector to assist with the discharge of the duties of the Assessor / Collector. The Deputy Assessor / Collector shall hold office at the pleasure of the Assessor / Collector. Said appointment shall be subject to confirmation by the Board of Directors.~~

~~2200.12                    Deputy of the Treasurer (21186, 21187)~~

~~The Treasurer may appoint one (1) Deputy Treasurer to assist with the discharge of the duties of the Treasurer. The Deputy Treasurer shall hold office at the pleasure of the Treasurer. Said appointment shall be subject to confirmation by the Board of Directors.~~

~~2200.13 Deputy of the Secretary~~

~~The Secretary may appoint one (1) Deputy Secretary to assist with the discharge of the duties of the Secretary. The Deputy Secretary shall hold office at the pleasure of the Secretary. Said appointment shall be subject to confirmation by the Board of Directors.~~

~~Each December or as otherwise necessary, the Board of Directors shall appoint or reconfirm the appointment of District Officers and Deputy Officers.~~

~~2200.15 Officer's Bonds~~

~~Appointments shall be conditional upon the ability to be bondable or insurable as required by the Water Code in the following amounts:~~

<del>Assessor / Collector</del>	<del>\$ 20,000</del>
<del>Treasurer</del>	<del>\$100,000</del>
<del>Secretary</del>	<del>\$ 5,000</del>

~~Bonds or equivalent employee theft/dishonesty coverage shall be obtained and paid for by the District.~~

~~Bonds are not required for the Deputy Assessor / Collector, Deputy Treasurer and Deputy Secretary.~~

~~2200.20 Duties of the Assessor / Collector Officers~~

~~The District Assessor / Collector shall be responsible for the District's assessment roll and collections and shall prepare and certify the monthly Collector's Report. Other duties may be assigned by the Board of Directors including, but not limited to, the following. The offices established by this policy shall perform all duties as prescribed by applicable law or District policy.:~~

- ~~1. Is in responsible charge for the preparation, certification, and submittal to the Board of Directors of a monthly Collector's Report. Said Collector's Report shall include receipts for flat rate water and irrigation installments, redemptions, water charges, and miscellaneous income.~~
- ~~2. Is in responsible charge for review of charges assessed and prepares Cancellation/Refund Letter documenting charges to be canceled or refunded by action of the Board of Directors pursuant to Cancellation of Current Year Water Charges Policy 7315 and Refunds of Prior Year Over Payments Policy 7320.~~
- ~~3. Publishes notices of assessments and delinquencies as required by the Water Code.~~
- ~~4. Executes Certificates of Sale and Certificates of Redemption as necessary.~~

~~2200.30 Duties of the Treasurer~~

~~The Treasurer will install and maintain a system of auditing and accounting that will completely and at all times show the financial condition of the District in accordance with generally accepted accounting principles and legal requirements. The District Treasurer shall be responsible for receipt,~~

~~allocation, and investment of District funds in compliance with Investment of District Funds Policy 6300. Other duties may be assigned by the Board of Directors including, but not limited to, the following:~~

- ~~1. — Is in responsible charge for the preparation, certification, and submittal to the Board of Directors of a monthly Treasurer's Report. Said Treasurer's Report shall include~~

~~reconciliation and analysis of District receipts, disbursements, depositories, investments, and funds including, but not limited to the following:~~

~~Checking Account(s)  
Savings Account(s)  
Local Agency Investment Fund (LAIF)  
Investments  
Funds and Reserve Accounts~~

- ~~2. Acknowledges receipt from the Assessor / Collector of the sums set forth on the Collector's Report.~~
- ~~3. As directed by the Board of Directors, is responsible for the allocation and placement of the financial resources.~~
- ~~4. Routinely transfers funds to and between the checking, savings, and LAIF accounts to facilitate payment of payroll and monthly accounts payable.~~
- ~~5. Prepares financial policies, plans, and recommendations for submittal to the Board of Directors for consideration and approval.~~
- ~~6. Participates in a review of the annual audit and acts, as directed by the Board of Directors, upon the recommendations offered by the auditor.~~
- ~~7. In the absence of the Secretary and Deputy Secretary, may attest to checks for payment totaling \$8,000.00 and greater.~~

#### ~~2200.40 Duties of the Secretary~~

~~The District Secretary certifies and maintains custody of Ordinances, Resolutions, Meeting Minutes, and other official District actions and oaths taken or subscribed to by the Board of Directors and other Officers of the District. Other duties may be assigned by the Board of Directors including, but not limited to the following:~~

- ~~1. Prepares and certifies meeting notices prior to posting.~~
- ~~2. Notifies the media in accordance with the requirements of the Brown Act relating to open meeting law.~~
- ~~3. Adjourns meetings in the absence of any Directors.~~
- ~~4. Maintains custody of the District seal.~~
- ~~5. Attests, certifies, and/or countersigns Ordinances, Resolutions, Collector's and Treasurer's Reports, Meeting Minutes, and checks for payment totaling \$8,000.00 and greater.~~
- ~~6. Administers and files Oaths, Affirmations, and Acknowledgments.~~
- ~~7. Receives Petitions.~~
- ~~8. Accepts correspondence on behalf of District.~~

~~9. Receives and opens sealed bids.~~

~~10. In the event that the offices of President and Vice President are simultaneously vacant, the Secretary shall assume the Chair so that the Directors may elect a President.~~

2200.50 Officers' and Deputy Officers' Compensation

Notwithstanding compensation received as employees of the District, Officers and Employees appointed pursuant to this policy shall not receive any additional compensation for their duties as District Officers and/or Deputy Officers.

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~~CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL~~

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~~POLICY TYPE : BOARD OF DIRECTORS AND OFFICERS  
POLICY TITLE : POST OFFER OF APPOINTMENT BACKGROUND  
INVESTIGATION  
POLICY NUMBER : 2210  
DATE ADOPTED : OCTOBER 11, 2011  
DATE AMENDED : DECEMBER 8, 2015  
AMENDMENTS :~~

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~~2210.00 POST OFFER OF APPOINTMENT BACKGROUND INVESTIGATION~~

~~In order to be eligible for appointment as a District Officer, potential candidates for the District Officer positions specified in this section must consent in writing to a Post Offer of Appointment Background Investigation. This investigation will be at the District's expense by an investigator designated by the District and may include one or more of the following investigations: criminal court records; department of motor vehicles records; social security verification report; civil court index check; individual consumer credit check; bankruptcies, tax liens and judgments; sex offender registry; education and credential verification; employment verification; professional references; and workers' compensation history. Final offers of appointment are contingent upon results of this investigation.~~

~~The following District Officer positions will be subject to Post Offer of Appointment Background Investigations:~~

~~Assessor / Collector  
Deputy Assessor / Collector  
Treasurer  
Deputy Treasurer  
Secretary  
Deputy Secretary~~

~~Said investigations will apply to all appointments to any of the positions specified above including those District Officers moving from one specified District Officer position to another specified District Officer position or combination thereof.~~

~~Said investigations will not apply to annual re-appointments to the any of the positions specified above.~~

~~The Board of Directors may waive the requirement for a Post Offer of Appointment Background Investigation if such an investigation has been undertaken within the prior twelve (12) months.~~

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~~CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL~~

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~~POLICY TYPE : BOARD OF DIRECTORS AND OFFICERS~~

~~POLICY TITLE : SELECTION AND EMPLOYMENT OF THE GENERAL  
MANAGER POLICY~~

~~NUMBER : 2400~~

~~DATE ADOPTED : MARCH 7, 1995 DATE~~

~~AMENDED :~~

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~~2400.00 SELECTION AND EMPLOYMENT OF THE GENERAL MANAGER~~

~~The Board of Directors has the authority to select, employ, set terms and conditions, and fix compensation for employment of the General Manager. The General Manager shall serve at the pleasure of the Board of Directors.~~

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## **ATTACHMENT 2**

### **Red-Lined Board Meeting Policies**

CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL

3000.00                    BOARD OF DIRECTORS MEETINGS

The Board of Directors shall conduct the business of the District via regular, special, or emergency, ~~special or adjourned~~ meetings, which may be adjourned as provided by law. All meetings of the Board of Directors shall be open to the public except when the Board is convened in closed session as authorized under provisions of law.

3000.01                    Regular Meetings

The Board of Directors shall hold one (1) regular meeting per month. The regular meeting shall be held on the ~~second-third~~ Tuesday-Wednesday of each month beginning at 6:30 PM.

If at any time any regular meeting falls on a District holiday, such regular meeting shall be held on the next business day. The Board of Directors may, by motion entered into its minutes, change the meeting date when it is known that a quorum will not be present. Such a change shall be noticed and posted in the same manner as required for a special meeting.

3000.02                    Special Meetings

Special meetings of the Board of Directors may be called by the President of the Board of Directors or by a majority of the Board of Directors whenever required for District business.

3000.03                    Emergency ~~Special~~ Meetings

Emergency ~~special~~ meetings of the Board of Directors may be called by the President of the Board of Directors, by any Director in the absence of the President, or by the General Manager or any District officer in the absence of all Directors.

An emergency situation means a crippling disaster which severely impairs/disrupts or has the potential to severely impair or disrupt public facilities, public health, and/or public safety causing the need for prompt action.

3000.04      Adjourned Meetings

The Board of Directors may, by majority vote of those present, adjourn any Board of Directors meeting, whether regular, special, or emergency ~~special, or adjourned~~, at any place in the agenda to any time and place specified in the order of adjournment. The Secretary shall declare the meeting adjourned to a stated time and place and shall, within twenty-four (24) hours, cause a written notice of adjournment to be posted at or near the place that the meeting was held.

3000.10      BOARD OF DIRECTORS MEETING NOTICE

All meetings of the Board of Directors shall be noticed and posted pursuant to appropriate Government Codes including the Ralph M. Brown Act.

3000.20      BOARD OF DIRECTORS MEETING LOCATION

Meetings of the Board of Directors shall be held in the room known as the Board Room located in the District's administrative office at 6230 Sylvan Road in Citrus Heights, CA. If for reason of fire, flood, earthquake, or other unusual condition, it shall be unsafe or impractical to meet at the aforementioned location, the meetings shall be held at a location designated by the President of the Board of Directors within the boundaries of the District. If there are no appropriate facilities within the boundaries of the District, the Board of Directors will meet at the closest adequate meeting facility.

Meetings may be held outside the District boundaries to participate in discussions of multi-agency significance. Such meetings must be held within the jurisdiction of one of the participating agencies and shall be appropriately noticed and posted.

The General Manager shall insure that physical facilities for said meetings are accessible, functional and appropriate.

~~3000.30      REVIEW OF BOARD OF DIRECTORS MEETING POLICIES AND PROCEDURES~~

~~Adopted Board of Directors Meeting Policies and Procedures shall be reviewed by the Board of Directors every four years or more frequently as necessary to assure compliance with applicable laws, ethical and appropriate practices, and relevance to current District operations. Such a review could cause a policy and procedure to be readopted/reaffirmed without change, amended or discontinued.~~

3010.00

BOARD OF DIRECTORS MEETING AGENDA

An agenda containing a brief general description of each item to be transacted or discussed shall be prepared for all meetings of the Board of Directors.

3010.10 Agenda Preparation -- General

The General Manager or his/her designee shall prepare the agendas for Board of Directors meetings. Agendas shall be based upon items requested by any member of the Board of Directors and/or as determined by the General Manager.

3010.11 Submission of Agenda Items

In order to meet agenda preparation, posting and distribution requirements, all proposed agenda items for regular Board of Directors meetings shall be submitted to the General Manager no later than seven (7) business days prior to the meeting day, unless otherwise authorized by the General Manager.

~~3010.12 Submission of Agenda Items by the Public~~

~~Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:~~

- ~~a. The request must be in writing and be submitted to the General Manager together with supporting documents and information, if any, at least seven (7) business days prior to the date of the Board of Directors meeting, unless otherwise authorized by the General Manager.~~
- ~~b. The General Manager shall be the sole judge of whether the public request is or is not a matter directly related to District business.~~
- ~~c. Matters that are legally a proper subject for consideration by the Board in closed session will not be accepted under this Policy.~~

d. ~~The Board of Directors may place limitations on the total time to be devoted to a public request item at any Board of Directors meeting, and may limit the time allowed for any one person to speak on the item at the meeting.~~

#### 3010.13 ~~Delivery of Agendas~~

~~Agendas for regular Board of Directors meetings, including staff reports and supporting documentation for items on the agenda, shall be delivered to all members of the Board of Directors as soon as practicable before the meeting date, typically at least four (4) calendar days prior to the date of the regular meeting. In circumstances where delivery of the agenda or selected items four days prior to the meeting is not possible, the agenda or selected items shall be delivered to all members of the Board of Directors at the earliest possible time prior to the meeting.~~

#### 3010.14 Posting of Agendas

~~At least seventy two (72) hours prior to the time of all regular meetings of the Board of Directors, an agenda shall be posted at the entrance to the District business office where it may be viewed by members of the public. A copy of the binder containing the agenda and all agenda reports will be maintained in the public lobby of the District business office where it may be viewed by the public during normal business hours. The agenda for a special meeting shall be similarly posted at least twenty four (24) hours before the meeting. Agendas shall also be posted to the District's website as soon as practicable prior to the meeting. The Board of Directors does not have to act upon or discuss all matters which are included on the agenda, but no action shall be taken on any item not appearing on the posted agenda, except as otherwise provided by law. The agenda shall also be posted at District building locations as determined by the General Manager for employee information purposes. The agenda or notice for each meeting shall be posted as provided by law.~~

#### 3010.15 ~~Distribution of Agendas~~

~~Copies of agendas will be distributed on a regular basis, free of charge, to the following: representatives of the news media, Fair Oaks Water District, Orange Vale Water Company; San Juan Water District, the City of Citrus Heights, the Citrus Heights Regional Chamber of Commerce and the Regional Water Authority. Upon request, former members of the Board of Directors of the Citrus Heights Water District may also receive copies of agendas on a regular basis, free of charge. Persons or organizations other than those specified herein who request to receive paper copies of agendas on a regular basis may be required to pay the yearly Agenda Charge as specified in the current schedule of District Rates, Charges and Fees. Any person or organization may elect to receive, free of charge, distribution of a digitized version of the agenda via electronic mail free of charge upon written request to the District. Copies of agendas with accompanying report materials shall be made available at the Board of Directors meeting for the use of visitors, and shall also be made available prior to the Board of Directors meeting at District building locations as determined by the General Manager for~~

employee information purposes.

3010.16 — Agenda Preparation — Meeting Procedures

The agenda shall include a statement giving information on the general meeting procedures and on the public's right to address the Board of Directors on an item before or during the consideration of any agenda item to be considered by the Board of Directors, or on any item within the jurisdiction of the Board of Directors.

3010.20 — Order of Business on Agenda

The order of business shall generally be as categorized below; however, the Presiding Officer may take any item of business out of order at his/her own volition or at the request of another member of the Board of Directors or staff member. The typical categories and order of business on the agenda are as follows:

- a. — Call to Order
- b. — Visitors
- c. — Public Comment
- d. — Consent Calendar
  1. — Minutes
  2. — Assessor / Collector's Report
  3. — Cancellation / Refund Letter
  4. — Treasurer's Report
  5. — Bills to be Paid
  6. — Other Items of a Routine, Non-Controversial Nature
- e. — Old Business
- f. — New Business
- g. — Project Manager's Report
- h. — Operations Manager's Report
- i. — Directors' Reports
- j. — Assistant General Manager's Report
- k. — General Manager's Report
- l. — Correspondence
- m. — Future Meeting Dates
- n. — Closed Session (as required)
- o. — Adjournment
- p. — Certification

3010.30 — Nature of Business on the Agenda

The nature of business on the agenda to be conducted shall generally fall into one of three categories. The agenda shall state the intended nature of action for each item of business, using one of the following three categories:

- a. — Action Item. A voting action of the Board of Directors is contemplated as part of the business described. Action shall be taken as specified in Policy

~~3040 regarding Board of Directors Actions and Decisions.~~

- ~~b. — Discussion Item. The item is placed on the agenda for review and discussion by the Board of Directors. A voting action of the Board of Directors is not contemplated as part of the business described.~~
- ~~c. — Information Item. The item is placed on the agenda solely for the purpose of informing the Board of Directors. Discussion by the Board of Directors may ensue, however a voting action of the Board of Directors is not contemplated as part of the business described.~~

~~3010.40 — Category Definitions and/or Procedures~~

~~The following is a general definition and/or procedure for each of the items included under the order of business on the agenda:~~

- ~~a. — Call to Order. The Presiding Officer, at the time set for the meeting, shall call the Board of Directors meeting to order.~~
- ~~b. — Visitors. The Presiding Officer may, at his/her discretion, recognize and greet members of the public and/or other visitors at the meeting.~~
- ~~c. — Public Comment. Members of the public shall be invited to speak on any matter within the jurisdiction of the Board of Directors.~~
- ~~d. — Consent Calendar. All items on the Consent Calendar may be approved without discussion upon motion duly made, seconded and approved by a majority of the Directors present. At the request of a Director, a member of the staff, or a member of the public, an item on the Consent Calendar may be removed from the Consent Calendar and placed on the agenda with other items for discussion and consideration by the Board of Directors. Items that may be included on the Consent Calendar are: Minutes of prior Board of Directors Meetings; Assessor / Collector's Report; Cancellation / Refund Letter; Treasurer's Report; Bills to be Paid; and other items of a routine and/or non-controversial nature.~~
- ~~e. — Old Business. Items of business under this section may be approved with or without discussion upon motion duly made, seconded and approved by a majority of the Directors present. Items presented in this section are items of business that have been considered or reviewed by the Board of Directors during at least one prior Board of Directors meeting. All items of business not included in other specified sections of the agenda may be considered under this section, including public hearings.~~
- ~~f. — New Business. Items of business under this section may be approved with or without discussion upon motion duly made, seconded and approved by a majority of the Directors present. Items presented in this section are~~

items of business that have not previously been considered or reviewed by the Board of Directors. All items of business not included in other specified sections of the agenda may be considered under this section, including public hearings.

- g. ~~Project Manager's Reports.~~ Items under this section are presented by the Project Manager for the purpose of providing information on activities within his/her areas of responsibility.
- h. ~~Operations Manager's Reports.~~ Items under this section are presented by the Operations Manager for the purpose of providing information on activities within his/her areas of responsibility.
- i. ~~Directors' Reports.~~ Items under this section are presented by the individual members of the Board of Directors for the purpose of providing information on activities related to the business of the District. Typical items include reports on meetings and educational functions attended by the individual Directors.
- j. ~~Assistant General Manager's Report.~~ Items under this section are presented by the Assistant General Manager for the purpose of providing information on activities within his/her areas of responsibility.
- k. ~~General Manager's Report.~~ Items under this section are presented by the General Manager for the purpose of providing information on activities within his/her areas of responsibility.
- l. ~~Correspondence.~~ Items under this section are presented for the purpose of providing information on significant correspondence received by the District related to the business of the District.
- m. ~~Future Meeting Dates.~~ Future meetings of the Board of Directors are noted in this section of the agenda.
- n. ~~Closed Sessions.~~ Closed sessions shall be held only as permitted by the Ralph M. Brown Act. Except as required by law, all proceedings in closed session shall remain confidential. The agenda shall identify the section of the Government Code under which the closed session is being conducted.
- o. ~~Adjournment.~~ The Presiding Officer may declare the meeting adjourned.
- p. ~~Certification.~~ Certification by the District Secretary that the meeting agenda was duly and properly posted in accordance with the Government Code.



3010.70 — Public Hearings

~~Public hearings may be conducted during the course of regular or special meetings of the Board of Directors. All public hearings conducted by the Board of Directors shall be noticed and posted pursuant to appropriate Government Codes including the Ralph M. Brown Act. The procedure for public hearings shall generally be as follows:~~

- ~~a. — Opening of the hearing by the Presiding Officer.~~
- ~~b. — Verification of notice of the hearing by the Secretary.~~
- ~~c. — A description of the purpose of the hearing shall be given and staff/consultants shall present such information, exhibits and recommendations as may be appropriate.~~
- ~~d. — The Secretary shall indicate or summarize all protests or correspondence that has been received on the issue to be heard.~~
- ~~e. — Hearing of persons speaking in favor of the issue; followed by hearing of persons speaking in opposition to the issue. Time limits for persons speaking may be imposed at the discretion of the Presiding Officer as specified in Policy 3030 regarding Board of Directors Meeting Conduct.~~
- ~~f. — Members of the Board of Directors and staff may attempt to answer such questions from members of the public as may be germane to the issues of the hearing.~~
- ~~g. — Members of the Board of Directors and staff, after recognition by the Presiding Officer, may ask questions of members of the public who speak.~~
- ~~h. — Members of the Board of Directors shall refrain from discussing the issues among themselves or expressing their personal views until all of the testimony has been heard and the hearing has been closed.~~
- ~~i. — The Presiding Officer shall continue or close the hearing.~~

3020.00

PRESIDING OFFICER

3020.10 Presiding Officer -- Board of Directors Meetings

The President of the Board of Directors shall serve as Presiding Officer at Board of Directors meetings. The Presiding Officer conducts the meeting of the Board of Directors, preserving order and decorum. He/she states each motion under consideration by the Board of Directors and announces each decision of the Board of Directors. He/she decides all questions of order, subject to appeal to the Board of Directors, in which event the majority of the Board of Directors shall govern and determine the question of order.

3020.20 Presiding Officer -- Rights

The Presiding Officer shall have the same rights as the other members of the Board of Directors in voting, introducing motions, resolutions and ordinances and any discussion of questions that follow these actions.

3020.30 Presiding Officer -- Absence, Order of Succession

In the absence of the President, the Vice-President shall preside. Upon the arrival of the President, the duties of Presiding Officer shall be relinquished to the President at the first opportunity.

3020.40 Presiding Officer -- Approval of Official Documents

The Presiding Officer shall sign all documents approved or adopted at the Board of Directors meeting such as resolutions, ordinances, agreements, and contracts unless otherwise delegated.

3030.00

## BOARD OF DIRECTORS MEETING CONDUCT

Meetings of the Board of Directors shall be conducted by the Presiding Officer in a manner consistent with the policies of the District. The most recent edition of [Robert's-Rosenberg's Rules of Order, Revised](#) may also be used as a general guideline for meeting protocol. District policies shall prevail whenever they are in conflict with [Rosenberg'sRobert's Rules of Order, Revised](#).

### 3030.10 Meeting Times

All meetings of the Board of Directors shall commence on or after the time stated on the posted agenda. At the sole discretion of the Presiding Officer, the beginning of the meeting may be delayed pending the anticipated arrival of absent members of the Board of Directors.

### 3030.20 Nature of Board of Directors Meeting Conduct

The conduct of Board of Directors meetings shall, to the greatest extent possible, enable Directors to consider issues to be addressed, weigh evidence related to the issues, and make sound decisions intended to address the issues. The conduct of meetings shall also enable Directors to receive, consider and take any needed action with respect to reports of the status of District operations.

### ~~3030.30~~ Public Participation

~~Provisions for permitting any individual or group to address the Board of Directors concerning any item on the agenda of a special meeting, or to address the Board of Directors at a regular meeting on any subject that lies within the jurisdiction of the Board of Directors, shall be as follows:~~

~~3030.31 At the discretion of the Presiding Officer, speakers may be limited to five (5) minutes each, and a maximum of thirty (30) minutes to each subject matter.~~

~~3030.32 — No boisterous conduct shall be permitted at any Board of Directors meeting. Persistence in boisterous conduct is grounds for the Presiding Officer to terminate that person's privilege of address.~~

~~3030.33 — No oral presentation shall include charges or complaints against any District employee, regardless of whether or not the employee is identified in the presentation by name or by another identifying reference. All charges or complaints regarding District employees shall be submitted to the Board of Directors through the General Manager.~~

3030.40      Disruption of Board of Directors Meetings

Willful disruption of any meeting of the Board of Directors shall not be permitted. If the Presiding Officer finds that there is willful disruption of any meeting of the Board of Directors, he/she may order the room cleared and subsequently conduct the Board of Directors' business without the audience present.

3030.41    After clearing the meeting room, the Presiding Officer may permit those persons who, in his/her opinion, were not responsible for the willful disruption to re-enter the meeting room.

3030.42    Duly accredited representatives of the news media, whom the Presiding Officer finds not to have participated in the disruption, shall be admitted to the remainder of the Board of Directors' meeting.

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CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL

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~~POLICY TYPE : BOARD OF DIRECTORS MEETINGS~~  
~~POLICY TITLE : BOARD OF DIRECTORS ACTIONS AND DECISIONS~~  
~~POLICY NUMBER : 3040~~  
~~DATE ADOPTED : MARCH 18, 1997~~  
~~DATE AMENDED : FEBRUARY 14, 2012~~  
~~AMENDMENTS : (1) FEBRUARY 2, 1999~~

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~~3040.00 BOARD OF DIRECTORS ACTIONS AND DECISIONS~~

~~Actions by the Board of Directors include, but are not limited to, the following:~~

~~3040.01 Adoption or rejection of a motion.~~

~~3040.02 Adoption or rejection of a resolution.~~

~~3040.03 Adoption or rejection of an ordinance.~~

~~3040.04 Adoption or rejection of regulations or policies.~~

~~3040.05 Approval or rejection of any contract or expenditure.~~

~~3040.06 Approval or rejection of any proposal which commits District funds or facilities, including employment and dismissal of personnel.~~

~~3040.07 Approval or disapproval of matters that require or may require the District or its employees to take action and/or provide services.~~

~~3040.10 Board of Directors Majority Needed for Action~~

~~Action can only be taken by the vote of the majority of the Board of Directors. Two (2) Directors represent a quorum for the conduct of business. Actions taken at a meeting where only a quorum is present, therefore, require the votes of both Directors present to be effective.~~

~~3040.11 A member abstaining in a vote is considered as absent for that vote. Therefore, if only two (2) members of the Board of Directors are present at a meeting and one member abstains from a particular action, no action can be taken since a quorum does not exist for that particular action under consideration.~~

~~3040.20 Board of Directors Directives to Staff~~

~~The Board of Directors may give directions which are not formal action. Such directions do not~~

require a formal procedural process. Such directions include the Board of Directors directives and instructions to the General Manager.

~~3040.21 — The Presiding Officer shall determine by a consensus a Board of Directors directive and shall state it for clarification. Should any Director challenge the statement of the Presiding Officer, a voice vote may be requested.~~

~~3040.22 — A formal motion may be made to place a disputed directive on a future agenda for Board of Directors consideration, or to take some other action (such as refer the matter to the General Manager for review and recommendations, etc.).~~

~~3040.23 — Informal action by the Board of Directors is still a Board of Directors action and shall only occur regarding matters that appear on the agenda for the Board of Directors meeting during which the informal action is taken.~~

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3060.00

MINUTES OF BOARD OF DIRECTORS MEETINGS

The Secretary of the Board of Directors shall keep minutes of all regular meetings, special meetings, ~~and~~ emergency ~~special~~ meetings ~~and adjourned meetings~~ of the Board of Directors. The Secretary may delegate to keeping, transcribing and preparation of the minutes to a member of the staff.

3060.10

Procedure for Minutes of Board of Directors Meetings

3060.11

Draft copies of meeting minutes shall be made for distribution to Directors with the agenda for the next regular Board of Directors meeting or as soon as practicable.

3060.12

Approved meeting minutes shall be entered into the official District minute book and signed by the Presiding Officer and the Secretary for the meeting being approved.

3060.13

The official minutes of the regular, special, ~~and~~ emergency ~~special and adjourned~~ meetings of the Board of Directors shall be kept in a location secure from damage or destruction by fire, theft, water or other means. A digitized version of the official minutes that is used to print the approved meeting minutes for the minute book shall be maintained in a form suitable for reproduction or viewing via computer or similar devices.

~~3060.20~~

~~Motions, Resolutions and Ordinances~~

~~Motions, resolutions or ordinances shall be recorded as having passed or failed, and individual votes of Directors will be recorded unless the action was unanimous.~~

~~3060.21~~

~~All resolutions and ordinances adopted by the Board of Directors shall be numbered consecutively starting new at the beginning of each calendar year.~~

3060.30

Reference to Agenda Items

~~Minutes shall be referenced to the agenda by item for ease of tracking business conducted.~~

~~3060.40 Abstract of Written Statements~~

~~Any Director may request an abstract of his/her written statement, either in support or in opposition of any matter before the Board of Directors, entered in the minutes.~~

3060.50 Closed Sessions

Minutes shall not be kept of discussions held in closed session. However, the minutes shall reflect the section of the Government Code under which the closed session was conducted, and any actions taken during the closed session as reported in open session.

~~3060.60 Distribution of Minutes~~

~~Copies of minutes will be distributed on a regular basis, free of charge, to the following: representatives of the news media, Fair Oaks Water District, Orange Vale Water Company, San Juan Water District, the City of Citrus Heights, the Citrus Heights Regional Chamber of Commerce and the Regional Water Authority. Upon request, former members of the Board of Directors of the Citrus Heights Water District may also receive copies of minutes on a regular basis, free of charge. Any person or organization may elect to receive, free of charge, distribution of a digitized version of the minutes via electronic mail free of charge upon written request to the District. A digitized copy of the approved minutes shall also be posted to the District's website as soon as practicable following adoption. Copies of minutes shall be posted at District building locations as determined by the General Manager for employee information purposes.~~



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~~CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL~~

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~~POLICY TYPE : BOARD OF DIRECTORS MEETINGS  
POLICY TITLE : RECORDING OF BOARD OF DIRECTORS MEETINGS  
POLICY NUMBER : 3070  
DATE ADOPTED : MARCH 18, 1997  
DATE AMENDED : FEBRUARY 14, 2012  
AMENDMENTS : (-) FEBRUARY 2, 1999~~

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~~3070.00 RECORDING OF BOARD OF DIRECTORS MEETINGS~~

~~An audio recording of any meeting of the Board of Directors may be made at the request of the General Manager/Secretary or any Director when the majority of the Directors present approve such request.~~

~~3070.10 Announcement of Recording~~

~~The Presiding Officer will announce the fact that an audio recording is being made at the beginning of the Board of Directors meeting. The recording device shall be placed in plain view of those present at the meeting, to the extent possible.~~

~~3070.20 Retention of Board of Directors Meeting Recordings~~

~~Audio recordings of Board of Directors meetings shall be retained until the minutes of that meeting are approved. Following Board of Directors approval of the minutes of the meeting, the recording shall be erased or deleted, and the recording media reused or discarded as appropriate. Until such time as the minutes of the meeting are approved and the recording media is erased, the recordings of Board of Directors meetings are public records and shall be made available for public inspection upon request.~~

~~3070.30 Recording of Closed Sessions~~

~~Closed sessions shall not be recorded unless a request to record a particular session is made by the General Manager/Secretary or any Director and is approved by a majority of the Board of Directors. Audio recordings of closed sessions are not for public information unless otherwise dictated by law.~~

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# **ATTACHMENT 3**

Memorandum to Board



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

**Memorandum**

**To:** Board of Directors  
**From:** Best Best & Krieger LLP  
**Date:** August 11, 2021  
**Re:** Procedure at Board Meetings

**SHORT OVERVIEW**

As part of the proposed updates to the 2000/3000 policies, we are recommending that the Board consider changing its default procedural rules from *Robert's Rules of Order* to *Rosenberg's Rules of Order*. This memorandum provides some context for this proposed change by briefly discussing parliamentary procedure, CHWD's current practice, some advantages to using *Rosenberg's Rules*, and a brief overview of *Rosenberg's Rules*.

**ANALYSIS**

**I. Background on Parliamentary Rules**

Parliamentary rules of procedure are used to handle CHWD business in a quick and orderly fashion.<sup>1</sup> A board of directors may adopt and change its own procedural rules, as long as those rules do not violate the federal or state constitutions or statutory provisions.<sup>2</sup> The board of directors may also abolish, suspend, modify, or waive its own procedural rules.<sup>3</sup> Failure to observe a procedural rule does not necessarily invalidate an action which otherwise conforms to applicable regulations.<sup>4</sup>

**II. Existing Procedural Rules**

The Board of Directors currently use the latest edition of *Robert's Rules* as its procedural guide. *Robert's Rules* is an excellent guidebook for parliamentary procedure—it has widespread use, broad coverage, and many excellent resources to help simplify the rules. However, *Robert's Rules* are very long (over 300 pages if converted to 8 1/2" x 11" paper), making them intimidating and very difficult to master. Not surprisingly, the content is dense and can be excessively complicated especially for small bodies, such as boards of directors. For these reasons, many agencies have considered alternatives to *Robert's Rules*.

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<sup>1</sup> *City of Pasadena v. Paine* (1954) 126 Cal.App.2d 93.

<sup>2</sup> *Nevens v. City of Chino* (1965) 233 Cal.App.2d 775; *City of Pasadena v. Paine* (1954) 126 Cal.App.2d 93.

<sup>3</sup> *City of Pasadena v. Paine* (1954) 126 Cal.App.2d 93.

<sup>4</sup> *City of Pasadena v. Paine* (1954) 126 Cal.App.3d 93, 96.  
30894.10003\34253834.1



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

**III. Rosenberg’s Rules of Order**

To help address concerns with the complexity of *Robert’s Rules*, David Rosenberg, a Superior Court Judge in Yolo County, came up with his own set of procedural rules, aptly titled *Rosenberg’s Rules of Order: Simplified Rules of Parliamentary Procedure for the 21st Century*.

Several city councils and boards are now using *Rosenberg’s Rules* because they are short—only six type-written pages—and relatively simple. *Directors* can be expected to read *Rosenberg’s Rules* and be familiar with them. A similar request to read *Robert’s Rules* would be daunting and unrealistic. The League of California Cities has blessed *Rosenberg’s Rules* and now publishes them on its website and encourages cities and other local agencies to use them as a resource. A full copy of *Rosenberg’s Rules* is enclosed.

**IV. Quick Overview of Rosenberg’s Rules of Order**

Please note that the following is a brief outline of Rosenberg’s Rules for reference.

**A. Three Basic Motions** → Need simple majority to pass; open to debate.

*Basic Motion*: “I move that we...”

*Motion to Amend*: suggests changes to the basic motion.

*Motion to Substitute*: replaces the basic motion entirely.

**B. Special Motions** → Need simple majority to pass; goes directly to vote.

*Motion to Adjourn*: ends the meeting.

*Motion to Fix a Time to Adjourn*: ends the meeting at a set time.

*Motion to Recess*: break in the meeting; mayor sets length of the break.

*Motion to Table*: defers the motion under discussion to a future date.

**C. Motions that Permanently Close Discussion** → 2/3 majority to pass; no debate, goes directly to vote.

*Motion to Limit Debate*: stops debate. “I move the question.”

*Motion to Close Nominations*: stops new nominations for a position.

*Motion to Object to the Consideration of a Question*: rare, stronger form of tabling; used before debate has begun.



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ATTORNEYS AT LAW

*Motion to Suspend the Rules:* temporarily changes meeting rules; can be debated.

**D. Motion to Reconsider** → needs simple majority to pass; open to debate.

This type of motion may only be made by a director who previously voted in the majority for the item. It must be made during the same meeting (or at the very next meeting if it has been added to that agenda).

**E. Meeting Interruptions** → may be used at any time; mayor responds by asking councilperson to state his/her point.

*Point of Privilege:* points out uncomfortable surroundings; such as the room being too cold or a blowing fan interfering with a director's ability to hear.

*Point of Order:* points out failure to follow correct meeting procedures.

*Call for Orders of the Day:* points out that the discussion has strayed from the agenda.

*Appeal:* reverses the mayor's ruling when passed by simple majority; requires a second and can be debated.

*Withdraw a Motion:* used by the person making the motion; others may immediately reintroduce the motion if desired.

**F. Other General Points**

- All motions require a second before they can be voted on.
- Everyone must be recognized by the President before speaking.
- Abstentions do not count in a vote tally.
- A tie vote fails to pass.
- To recuse, a Director must publicly state reason for recusal and leave room during debate and vote.

JOSH NELSON

# **ATTACHMENT 4**

## **Rosenberg's Rules**



# Rosenberg's Rules of Order

REVISED 2011

*Simple Rules of Parliamentary Procedure for the 21st Century*

*By Judge Dave Rosenberg*



## MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

## VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

### **About the League of California Cities**

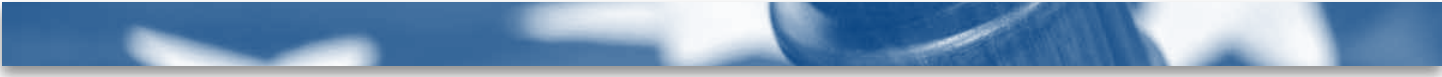
Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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### **ABOUT THE AUTHOR**

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.





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## INTRODUCTION

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The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

### Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.


### The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

### The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:



**First**, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

**Second**, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

**Third**, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

**Fourth**, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

**Fifth**, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

**Sixth**, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

**Seventh**, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

**Eighth**, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

**Ninth**, the chair takes a vote. Simply asking for the “ayes” and then asking for the “nays” normally does this. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

**Tenth**, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body.”

## Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member’s desired approach with the words “I move . . .”

A typical motion might be: “I move that we give a 10-day notice in the future for all our meetings.”

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion**, for example, “A motion at this time would be in order.”
2. **Suggesting a motion to the members of the body**, “A motion would be in order that we give a 10-day notice in the future for all our meetings.”
3. **Making the motion**. As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

## The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

**The basic motion.** The basic motion is the one that puts forward a decision for the body’s consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”

**The motion to amend.** If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

**The substitute motion.** If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

“Motions to amend” and “substitute motions” are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a “motion to amend” or a “substitute motion” is left to the chair. So if a member makes what that member calls a “motion to amend,” but the chair determines that it is really a “substitute motion,” then the chair’s designation governs.

A “friendly amendment” is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, “I want to suggest a friendly amendment to the motion.” The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

### Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows:

**First**, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

**Second**, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed*, the chair would then move to consider the main motion (the first motion) in its original format, not amended.

**Third**, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

### To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

**Motion to adjourn.** This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

**Motion to recess.** This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

**Motion to fix the time to adjourn.** This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.

**Motion to table.** This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on “hold.” The motion can contain a specific time in which the item can come back to the body. “I move we table this item until our regular meeting in October.” Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

**Motion to limit debate.** The most common form of this motion is to say, “I move the previous question” or “I move the question” or “I call the question” or sometimes someone simply shouts out “question.” As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a “request” rather than as a formal motion. The chair can simply inquire of the body, “any further discussion?” If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the “question” as a formal motion, and proceed to it.

When a member of the body makes such a motion (“I move the previous question”), the member is really saying: “I’ve had enough debate. Let’s get on with the vote.” When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

**NOTE:** A motion to limit debate could include a time limit. For example: “I move we limit debate on this agenda item to 15 minutes.” Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

## Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

**Motion to limit debate.** Whether a member says, “I move the previous question,” or “I move the question,” or “I call the question,” or “I move to limit debate,” it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

**Motion to close nominations.** When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

**Motion to object to the consideration of a question.** Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

**Motion to suspend the rules.** This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

## Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it’s pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the “no” votes and double that count to determine how many “yes” votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote “no” then the “yes” vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote “abstain” or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of “those present” then you treat abstentions one way. However, if the rules of the body say that you count the votes of those “present and voting,” then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are “present and voting.”

Accordingly, under the “present and voting” system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are “present”), but you treat the abstention votes on the motion as if they did not exist (they are not “voting”). On the other hand, if the rules of the body specifically say that you count votes of those “present” then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like “no” votes.

*How does this work in practice?*

*Here are a few examples.*

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are “present and voting.” If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three “yes,” one “no” and one “abstain” also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members “present.” Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a “no” vote. Accordingly, if the votes were three “yes,” one “no” and one “abstain,” then the motion fails. The abstention in this case is treated like a “no” vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an “abstention” vote?

Any time a member votes “abstain” or says, “I abstain,” that is an abstention. However, if a member votes “present” that is also treated as an abstention (the member is essentially saying, “Count me for purposes of a quorum, but my vote on the issue is abstain.”) In fact, any manifestation of intention not to vote either “yes” or “no” on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote “absent” or “count me as absent?” Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually “absent.” That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

## The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

## Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is “no.” There are, however, exceptions. A speaker may be interrupted for the following reasons:

**Privilege.** The proper interruption would be, “point of privilege.” The chair would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.

**Order.** The proper interruption would be, “point of order.” Again, the chair would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

**Appeal.** If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

**Call for orders of the day.** This is simply another way of saying, “return to the agenda.” If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair’s determination may be appealed.

**Withdraw a motion.** During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

## Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

**Rule One:** Tell the public what the body will be doing.

**Rule Two:** Keep the public informed while the body is doing it.

**Rule Three:** When the body has acted, tell the public what the body did.



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# **ATTACHMENT 5**

## **4000 Series Update Summary Table**

## Summary Table of Human Resources Policies Updates

Policy Number	Policy Name	Description of Change	Language Clarification/declaratory of Existing law/policy/practice	Edit Made for Consistency with Change in Law	Edit Made for Best Practices
4001.01	Regular Employees	strike word "calendar" year because fiscal year and calendar year are the same for the District	x		
4001.02	Temporary Employees	strike word "calendar" year because fiscal year and calendar year are the same for the District	x		
4001.03	Special Employment Categories	Added a new category of "interim employee" to special employment categories for maximum flexibility and transparency in options. Declaratory of existing authority.	x		
4001.06	Rehired Employees	clarification in language; declaratory of existing authority	x		
4001.20	Employment Agreements	clarification in language; declaratory of existing authority	x		
4001.30	General Manager	clarification in language; declaratory of existing authority	x		
4040.10	Requests for Employee Information or Employment References	Language clarification; declaratory of existing law.	x		
4103.00	Salary Merit Adjustments	language corrections for greater clarity; declaratory of existing policy and law as desired by CalPERS	x		
4105.00	Employee Recognition and Rewards Program	Added language needed for clarification desired by CalPERS	x		

## Summary Table of Human Resources Policies Updates

Policy Number	Policy Name	Description of Change	Language Clarification/declaratory of Existing law/policy/practice	Edit Made for Consistency with Change in Law	Edit Made for Best Practices
4112.00	Overtime Pay	Edits needed to clarify state Labor Code rules regarding over-time pay rates, e.g., hours worked in excess of 12 hours within one day are paid at 2 x base salary rate.	x		
4112.03	Paid Leave Following Extended Work Shifts	non-substantive language edits and clarification; no changes to policy	x		
4113.10	Non-Exempt Employee Time Sheets	clarification of existing policy that prohibited conduct will subject an employee to disciplinary action	x		
4301.01	Accrual	adds clarification that annual leave accrues on a bi-weekly basis— declaratory of existing policy and practice	x		
4309.00	California Family Rights Act	Edits made to policy for consistency with changes in law during 2020 regarding parental leave rights for “baby bonding” purposes.		x	
4330.00	Personal Leave of Absence	Clarification of existing policy and practice, e.g., no paid leave shall accrue during personal leave of absence.	x		
4330.04	Benefits	Deleted last sentence from policy, because it is an unnecessary statement of existing rights to pay out of vested unused leave upon separation		x	

## Summary Table of Human Resources Policies Updates

Policy Number	Policy Name	Description of Change	Language Clarification/declaratory of Existing law/policy/practice	Edit Made for Consistency with Change in Law	Edit Made for Best Practices
4401.03	Off-Duty Education	added language declaratory of existing policy and practice (e.g., General Manger may approve off-duty education); Deleted procedural standards from Policy and moved to administrative procedure, as more appropriate placement for detailed administrative procedures		x	
4401.04	Eligibility for Off-Duty Education Financial Assistance	Clarified categories of off-duty education potentially eligible for education financial assistance and simultaneously narrowed application of eligibility	x		
4401.05	Conditions for Financial Assistance	Clarified that ability to deduct debt from employee's final paycheck is subject to what is permitted by law. (This is a California Labor Code restriction)	x		
4420.00	Employee Equipment	Added language to clarify that prohibited conduct will subject an employee to disciplinary action	x		
4450.00	Telephone Calls	Add "incidental use" standard to define when personal telephone calls made from work are acceptable			x

## Summary Table of Human Resources Policies Updates

Policy Number	Policy Name	Description of Change	Language Clarification/declaratory of Existing law/policy/practice	Edit Made for Consistency with Change in Law	Edit Made for Best Practices
4501.00	Standards of Conduct	Adds new standards of conduct. Violations of these standards may subject an employee to disciplinary action.		x	
4513.00	Disciplinary Procedure for Regular Employees	Non-substantive language clarification; no change in Policy or practice	x		
4513.02	Major Discipline	<p>Change the word "regular" employee to "for-cause employee;" non-substantive language clarification; no change in Policy or practice.</p> <p>Clarification that "disciplinary dismissal" does not include a layoff or a release from employment due to inability to perform all essential functions of the employee's position with or without a reasonable accommodation, and there is no appeal procedure for either. This is a necessary clarification, but is also declaratory of existing law and practice</p>	x		x

## Summary Table of Human Resources Policies Updates

Policy Number	Policy Name	Description of Change	Language Clarification/declaratory of Existing law/policy/practice	Edit Made for Consistency with Change in Law	Edit Made for Best Practices
4514.00	Grievance Procedure	Clarifies applicability to "for cause" employees; adds performance improvement plans, training assignments, and release from employee due to inability to perform essential job duties with or without a reasonable accommodation to action which are NOT subject to the grievance procedure.	x		x
4520.03	District Time, Equipment and Materials	Adds statement that prohibited conduct will subject employee to discipline	x		
4740.00	Reasonable Accommodation	Adds best practice language to this policy to clarify and specify 1) no requirement to alter job duties as a reasonable accommodation and 2) light duty, if offered, is only temporary— District not required to permanently alter essential job duties	x		x
474.10	Interactive Process	Add clarification that reasonable accommodations are for the purpose of enabling an employee to perform their essential job duties	x		

## Summary Table of Human Resources Policies Updates

Policy Number	Policy Name	Description of Change	Language Clarification/declaratory of Existing law/policy/practice	Edit Made for Consistency with Change in Law	Edit Made for Best Practices
4800.01	Categories of Separation	Adds a release for inability to perform essential job functions with or without a reasonable accommodation. Declaratory of existing law, policy and practice.	x		
4931.03	Electronic Mail	Adds reminder that emails may be subject to disclosure through a Public Records Act request. Declaratory of existing law	x		
4931.04	Personal Use Limitations	Adds "incidental use" standard, consistent with Policy 4450.00	x		
4932.04	Privacy Not Guaranteed	Removes "Assistant General Manager" references.	x		
4940.00	Reasonable Suspicion Alcohol and Drug Testing Procedures	Clarifies that "controlled substance" includes cannabis (because it is defined as a controlled substance under federal law) for purposes of prohibited conduct at work regarding being under the influence of alcohol, illegal or controlled substances of a legal drug.	x		

# **ATTACHMENT 6**

## **Red-Lined Human Resources Policies**



CITRUS HEIGHTS WATER DISTRICT  
POLICIES MANUAL

4001.00                    EMPLOYMENT STATUS DEFINITIONS

4001.01                    Regular Employees

Employees holding a regularly-authorized District position who have completed any applicable probationary period. Regular employees may be full-time (budgeted to work 2,080 hours in a year) or part-time (budgeted to work at least 1,040 hours but less than 2,080 in a year). At the discretion of the General Manager, employment as a Regular Employee may or may not be subject to an Employment Agreement. If subject to an Employment Agreement, the nature, duration and conditions of employment will be established in writing at the onset of employment. Regular employees may be Fair Labor Standards Act (FLSA) exempt (paid on a salaried basis and not eligible for overtime compensation) or non-exempt (paid on an hourly basis and eligible for overtime compensation). Unless otherwise designated as “at will” at the time of appointment or in an applicable Employment Agreement, a regular employee may only be terminated or disciplined for cause.

4001.02                    Temporary Employees

Employees hired to work fewer than 1,040 hours in a ~~calendar~~ year or employees, often recruited and placed through a temporary agency, who work on a temporary basis for the District. The nature, duration, and conditions of employment will be established in writing at the onset of employment. Temporary Employees will not be eligible for benefits that accrue to Regular Employees, including vacation time, sick leave, or holidays except as required by law. Compensation shall be on an hourly basis.

4001.03                    Special Employment Categories

Employees hired for a special purpose or duration to meet a particular District need are “special employees” and may include: (a) provisional employees – those who meet the minimum qualifications for a regular position and who are appointed on an interim basis of at least two weeks’ duration to fill a vacancy until such position is filled; ~~or~~ (b) specially- funded employees – those working in a full- or part-time capacity but in a limited term position funded by special, non-District revenues, or (c) interim employees—those existing employees who accept an interim promotional opportunity for a limited period of time, as specified in an employment agreement. “Interim employees” may be promoted into the regular position at the discretion of the General Manager upon completion of the applicable probationary period. Special employees are not eligible for benefits that accrue to regular employees except as required by law or as otherwise specified in writing at the time of appointment to a special employment category.

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4001.04 Non-Employee Services

The District may occasionally obtain services from external sources that are true independent contractors (e.g. law firms, engineering firms, environmental consulting firms, and the like.) Such arrangements will be made in writing and must be executed by the Board of Directors or the General Manager (or designee).

4001.06 Rehired Employees

Employees rehired after leaving employment with the District may be subject to employment at the discretion of the District. The nature, duration and conditions of employment will be established in writing at the onset of employment.

The ability to rehire California Public Employees' Retirement System (CalPERS) retirees is subject to the restrictions and guidelines set forth by the Public Employee's Retirement Law (PERL).

When an employee is rehired, his/her duration of District employment (see Policy 4050) ~~shall not include any~~ ~~will be adjusted by the~~ period of time while not a District employee (e.g. gaps in District Employment).

4001.20 Employment Agreements

The District will enter into an Employment Agreement with the General Manager (who is a direct report to the District Board), and such agreement will be approved and executed by the District Board and the General Manager employee. The District may also, at the discretion of the General Manager, employ persons who report to the General Manager to work for the District under a written Employment Agreement, which shall be signed by the General Manager and by the employee. The Employment Agreement shall specify the terms and conditions of the relationship between the District and the employee, and may include terms and conditions of employment that differ from those of other District employees.

4001.30 General Manager

The General Manager is the head of the District's personnel system and all operational departments. Where the term "General Manager" is used throughout the Human Resources policies in the District's Policies and Procedures manuals, as well as accompanying Administrative Procedures, the term shall mean the General Manager or designee(s).

4005.00 PROBATIONARY PERIOD DEFINED

A working test period of 12 months during which an employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position.

~~4004~~5.01 Objective of Probationary Period/Positions Covered

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position. All employees appointed to District positions that are not "at will" positions must successfully complete a probationary period.

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4005.02 Probationary Periods/Appointments to Positions

All original employee appointments shall be subject to a probationary period of no less than twelve months of actual service, and may be extended an additional 90 days at the discretion of the General Manager. All promotional or lateral appointments shall be subject to a probationary period of six months, which may be extended an additional six months at the discretion of the General Manager. If a probationary employee's probationary period is extended, the employee shall be given written notice of the extension prior to the expiration of the probationary period.

4005.03 Extension of Probationary Period For Absences From Work

Absences from work for ten (10) or more work days during the probationary period, regardless of the reason or cause for the absence, shall automatically, and without further notice provided to the employee, cause the probationary period to be extended by the total number of calendar days of the absence. Approved vacation leave absences will not be considered for purposes of this section.

4005.04 Rejection from Probation

During the probationary period, an employee's District employment in that position is "at will," and he or she may be rejected at any time without cause and without the right of appeal. The probationary employee who is rejected will be notified in writing that he or she has not successfully completed the probationary period. If the rejection occurs during the original probationary period, the employee shall be discharged from employment. An employee who has previously completed an original probationary period, and who is rejected during a promotional or lateral probationary period, shall be reinstated to the

employee's immediately former position unless he/she is rejected for a reason which would have constituted cause for the employee's discharge from the former position.

4005.05      Rejection of Probationary Employee

During a probationary period an employee may be rejected by the General Manager (or designee) at any time, with or without cause, and without the right of administrative appeal except as required by law.

4010.00      RECRUITING AND SELECTION

The following provisions apply to the recruitment and selection of Regular Employees. When such a personnel vacancy occurs, the General Manager will conduct a recruitment and selection program to identify and choose the most qualified individual for the position. The Board of Directors shall determine the procedures to be followed for recruitment and selection of the General Manager.

4010.01      Procedure

The following steps govern the recruiting and selection process:

- A. The District generally supports the practice of promoting from within. It also believes that employees have the primary responsibility for their own career development. To assist in both of these processes, any \_\_\_\_\_ current employee has the opportunity to apply for any position the \_\_\_\_\_ District may post.
- B. Upon the authorization of the General Manager, the District may waive the \_\_\_\_\_ outside recruiting process on a case-by-case basis if it is determined to be in the best \_\_\_\_\_ interest of the District to consider only internal candidates for the vacancy.
- C. Regular positions with the District generally will be subject to a competitive \_\_\_\_\_ recruitment process, either as an internal or an external recruitment, as determined in the \_\_\_\_\_ discretion of the General Manager. Vacancies will be advertised in the appropriate \_\_\_\_\_ medium(s) in hard copy or electronic versions, at the discretion of the General Manager, as needed to ensure a sufficient pool of qualified applicants. Liberal use of low-cost, \_\_\_\_\_ widely disseminated electronic resources and social media is encouraged as appropriate, in order to reach a broad and diverse candidate pool. Recruiting sources could also \_\_\_\_\_ include local or regional newspapers, posting on the internet and/or District web site, professional journals, trade publications and/or public sector job

recruitment bulletins. A ———period of time for accepting applications will be established that will be sufficient for interested persons from outside the District organization to obtain and submit ———applications for vacancies when they occur.

- D. Incoming applications or resumes will be screened to identify qualified candidates. For positions below the General Manager, screening will be done by the —General Manager or designee(s). The Board will establish any applicable screening ———process for candidates applying for the General Manager position.
- E. Screening interviews will be conducted. Interview panel composition will vary —based on the needs of the position and circumstances, and they may include evaluator(s) ———from outside of the District (e.g., management or supervisory employees from other —public agencies) to ensure the impartiality of the evaluation process.
- F. Once a candidate is selected, a conditional written offer will be made that identifies the position title, starting compensation, and other information about various terms and conditions of employment. Such offer will be conditioned on passing a ———reference and appropriate background check, as well as any applicable medical ———evaluation and drug/alcohol test. No candidate shall begin employment at the District —prior to successful completion of the offer conditions.
- G. Once a candidate has successfully passed all of the conditional offer conditions, —arrangements for a start date of employment will be made.
- H. Pre-employment medical screenings and applicable drug/alcohol testing will be at the District's expense by a physician or testing facility designated by the District. Final offers of employment are contingent upon the results of this examination.
- I. Candidates who are conditionally offered employment must consent in writing to a Employment Background Investigation. This investigation will be at the District's expense by an investigator designated by the District and may include one or more of the following investigations: criminal court records; department of motor vehicles records; social security verification report; civil court index check; individual consumer credit check; bankruptcies, tax liens and judgments; sex offender registry; education and credential verification; employment verification; professional references; and workers' compensation history. Final offers of employment are contingent upon the results of this investigation.

- J. All employees must complete the Employment Verification Form I-9 issued by the Immigration and Naturalization Service and provide appropriate documentation of eligibility to work in the U.S.

4010.02 Notice

The General Manager shall notify the Board of Directors, via written or verbal notice, of all new employees, appointees or promotions at the next Regular Meeting of the Board of Directors.

4011.00 EQUAL OPPORTUNITY

The District is committed to equal opportunity with respect to all employees and applicants for employment. The District hires and treats employees without regard to race, color, creed, religion, national origin, ancestry, sex (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or expression, age, marital status, citizenship status, and status with regard to public assistance, physical or mental disability, medical condition, genetic information, veteran status, political affiliation or other basis protected by law. The District may make employment decisions on the basis of bona fide qualifications as permitted by law.

The District's human resources policies, including promotion, transfer, compensation, employee benefits, reassignment, layoff or termination of employment, training and development, and discipline will be administered in accordance with this Policy.

Any employee with a question or problem in the equal opportunity area should bring the question or problem to the attention of the General Manager or the General Counsel.

4012.00 EMPLOYMENT OF RELATIVES

The District reserves the right, in some situations and business requirements, to prohibit employment of close relatives in any circumstances where there is actual or potential adverse impact on supervision, safety, security, efficiency or morale. Some such circumstances would include employment of relatives within a direct management reporting chain or any other circumstances of shared supervision, shared job duties, or any other. The purpose of this policy is to promote public confidence in the integrity and efficiency of the District's forces, to promote consistent and equitable treatment of District employees, to prevent breaches in confidentiality, and to prevent favoritism and the perception of favoritism.

4012.01 Close Relative Defined

Close relatives include:

Spouses*	Mother-in-law*
Parents	Father-in-law*
Children	Brother-in-law*
Brother	Sister-in-law*
Sister	Stepchildren*
Adopted Children	Stepparents*
Grandparents	Domestic Partner or romantic partner sharing other employee's residence
Aunts	Children of a Domestic Partner or romantic partner sharing other employee's residence
Uncles	Guardians / Wards
1 <sup>st</sup> Cousins	Nieces
Grandchildren	Nephews

\*current and former

4012.02 Existing Employees

If District employees become Close Relatives after employment with the District, the District reserves the right to move or transfer one or both such Close Relative employees to eliminate actual or potential adverse impacts, as well as (in extreme circumstances) to terminate the employment of one or both Close Relative employees. Such action by the District shall be at the sole discretion of the General Manager or designee with respect to all positions below the General Manager. Such discretion shall reside solely with the Board of Directors where the General Manger is one of the Close Relative employees involved.

4013.00 VOLUNTEER PROGRAM

The Citrus Heights Water District has determined that the establishment of an unpaid Volunteer Program is an effective method of improving public service and participation by allowing citizens to volunteer their time, efforts and expertise to our organization. The specifics of the Volunteer Program shall be set forth in Administrative Policy (AP4013) promulgated by the General Manager. The purpose of this policy is to establish guidelines for the use of volunteers in District programs and/or day-to-day operations and to specify the roles and responsibilities of those involved in the Volunteer Program.

The Volunteer Program shall not be used to reduce, eliminate or otherwise supplant any position or task provided by the District that is maintained by dedicated, paid personnel employed by the District. Under no circumstances will a volunteer be assigned or undertake emergency activities involving water system operations, including but not limited to activities that, by law, must be performed by a certified operator. That would include, but isn't limited to, any operation or repair of the District's Water Distribution or Water Treatment systems without the proper supervision of a properly certified operator employed by the District. All District volunteers will be subject to the conduct requirements applicable to District employees, including but not limited to the Standards of Conduct in Policy 4501 and the District's harassment and discrimination prevention policy in Policy 4512.

#### 4020.00      RIGHTS AND RESPONSIBILITIES

##### 4020.01      General Principles

These policies and procedures are not a contract with any employee, and the District reserves the right to change the contents at any time and without notice, at the discretion of the Board of Directors. To ensure that the District is able to carry out its statutory functions, mission, and responsibilities, the District is committed to the following general principles in personnel matters:

- 1)      Basing personnel actions on merit, operational needs and efficiencies, excellent service to customers, and organizational needs.
- 2)      Prohibiting illegal discrimination and other inappropriate bias.
- 3)      Ensuring and fostering a culture of excellence and accountability in performance.

##### 4020.02      Personnel Matters

In terms of personnel matters, the Board of Directors shall be responsible for the selection, management, and direction of the General Manager and General Counsel, for setting policy for the organization and providing staff with appropriate direction to implement such policy. The General Manager shall be the chief personnel officer for the District responsible for the selection, management, and direction of the District's workforce. Throughout Division 4 of this District Policy and Procedures Manual, the term "General Manager" shall refer to the actual General Manager or designee.

##### 4020.03      At-Will and "For Cause" Employment

"At-will" is an employment relationship in which either the District or the employee can end the employment relationship at any time, with or without cause or notice. Regular employees holding such positions will typically have an Employment Agreement with



the District setting forth various terms and conditions of employment, however nothing in such agreement may alter the “at will” nature of their employment or guarantees any particular term of employment. Similarly, nothing in the District’s policies and procedures shall be interpreted to modify or limit the employment-at-will relationship for such positions absent formal action by the District Board of Directors executed in writing.

For all Regular positions that are not designated as “at will,” (typically these are positions below the Supervisor/Principal level of the organizational chart), employment with the district is “for cause” following successful completion of any applicable probationary period. This means that such employees may only be disciplined or terminated “for cause” and subject to applicable due process set forth elsewhere in these Policies and Procedures (Policy 4513). A “for cause” employee’s acceptance of a promotion or transfer to a higher level position that is “at will” shall automatically be deemed a waiver of all “for cause” and due process rights or procedures.

These policies and procedures are not a contract with any employee, and the District reserves the right to change the contents at any time and without notice, at the discretion of the Board of Directors.

#### 4020.04 Review of Policy

All Human Resources Policies and Procedures will be reviewed and updated as frequently as evolving legal requirements may require. Further, the District shall endeavor to review and update its Human Resource Policies and Procedures approximately annually to ensure compliance with applicable law.

#### 4040.00 PERSONNEL RECORDS AND PRIVACY

With regard to the collection, storage, dissemination and administration of information pertaining to employees, it is the District’s policy to collect only information which the District needs to carry out valid responsibilities or that are otherwise required by law.

Access to personnel files is restricted to authorized employees of the District on a “need to know” basis and is typically restricted to the General Manager and designees regularly assigned to carry out various personnel duties and functions. Other employees may be granted access to personnel file materials at the direction of the General Manager in order to carry out specific authorized personnel functions and activities.

#### 4040.10 Requests for Employee Information or Employment References

All requests for employee information shall be governed by applicable state or federal laws and shall be referred to the General Manager for handling.

Dates of employment (hire and/or rehire) and current job title of an employee and salary may be released to a third party without a signed request or signed consent of the employee. Release of other information requires a signed request, specifying the information desired, the party or parties to whom it may be released, and the signed consent of the employee. Other releases of personnel information will be made as required by law.

Except for authorized disclosure of information by the General Manager, neither District Board members nor District employees shall provide employment references on former employees or current employees without the employee's execution of a written District waiver and release.

#### 4040.20 Review and Duplication of Personnel Records and Medical Records

In accordance with applicable provisions of law, employees may review the non-confidential portions of their own personnel records file upon reasonable notice to the General Manager at a mutually agreed-upon time. One copy of the documents from the employee's personnel records file and medical records file can be made for the employee for their own records at District expense. Generally applicable copying charges will apply to any additional copies requested.

### 4050.00 EMPLOYMENT DURATION

The duration of employment with Citrus Heights Water District for all Regular employees shall be calculated under the direction of the General Manager for the purposes of establishing insurance benefit eligibility, calculating benefit accruals and the determination of other Human Resources policy provisions.

#### 4050.10 Determination of Employment Duration

Unless otherwise specified in other Human Resources policies, the following criteria are to be used in determining an employee's District employment duration.

#### 4050.15 Hire Date

The Hire Date for employees shall be the first day of employment with the District as a Regular Employee of the District.

#### 4050.20 Employment Duration: Regular Employees

The duration of District employment for Regular employees shall be the difference in years between the current calendar date and the Hire Date inclusive of employment duration inclusions and excluding employment duration exclusions as specified below.

4050.25      Employment Duration Inclusions

The following absences from the workplace are to be included in an employee's duration of District employment:

- Annual Leave
- Management Leave for Exempt Employees
- Compensatory Time Off (CTO)
- Administrative Leave
- Sick Leave
- Compassionate Leave
- Court Appearance
- Jury Service Leave
- Holidays
- Leave without Pay (the first five (5) days annually)

4050.26      Employment Duration Exclusions

The following absences from the workplace are not to be included in an employee's duration of District employment, except as may otherwise be required by law:

- Personal Leave of Absence
- Layoff or Reduction of Work Force
- Break(s) in District Employment for Rehired Employees
- Leave without Pay (beginning with the sixth (6th) day annually)

4050.30      Employment Duration: Regular Part-Time Employees

The duration of District employment for Regular Part-Time employees shall be calculated based upon the number of cumulative hours paid as a Part-Time employee divided by 2,080 as expressed in years inclusive of employment duration inclusions and excluding employment duration exclusions as specified above.

4090.00      JOB DESCRIPTIONS

Job descriptions, including physical qualifications in compliance with state and federal law (e.g. the Americans with Disabilities Act (ADA)), shall be developed and maintained for each job position.

Job descriptions shall be used in a variety of personnel-related issues and circumstances, including but not limited to organizational structure, employee recruitment and selection, performance appraisals, evaluation of accommodation requests, etc.

The statements and qualifications contained within a job description shall reflect general details as necessary to describe the principal function of a job, including but not limited to the essential duties and other responsibilities; physical capabilities; working conditions; licenses and certifications required; and the level of knowledge, abilities, and experience typically required, but should not be considered an all-inclusive listing of work requirements, which often evolve and change from time to time.

4090.10      Job Description Development and Approval

The Board of Directors shall act as the approval and revision body for budgeted positions set forth in the District's publicly-available pay schedule. The General Manager shall prescribe job classes and develop, approve, and amend as necessary all employee job descriptions consistent with the positions listed in District's publicly-available pay schedule.

4101.00      COMPENSATION/RECLASSIFICATION/POSITIONS

4101.10      Salaries

It is the intent of the District, subject to applicable economic conditions, to provide employee compensation that is comparable, based upon experience, qualifications, skill set, and performance, with those of similar water utilities and public agencies in the Sacramento region. "Salary" as used in this policy is used in the generic sense to refer to compensation generally, which may be paid on an hourly or salaried basis.

4101.11      Salary Ranges

The salary and total compensation schedules of similar water utilities and public agencies in the Sacramento region may occasionally be used by the District, along with other information as available.

In determining salary ranges for District employment positions, the following criteria are expressed as goals for the District:

- The maximum salary for a particular salary range is to be established as the 100th percentile of the best matches of the maximum labor market salary adjusted for total compensation including benefits. This will be used to set the top step of the District's benchmark classification salary. Salary ranges for all regular employment positions with the District shall be established by action of the Board of Directors.

4101.12      Salary Survey

The District shall perform a total compensation survey at intervals of no more than three years to ensure that District salaries are consistent with the marketplace.

The information resulting from a total compensation survey will be considered by the District in making amendments to the District's Salary Schedule.

- In the event that a District salary range or ranges are determined to be below the marketplace for an employment position or positions, the Salary Schedule may be amended to reflect a changed increase to the range. Such an increase to the range shall not automatically change an employee's salary except that an employee's then-current salary that is below the minimum or base salary for the range shall automatically be raised to the new minimum or base. Changes to employee compensation shall be determined by the General Manager and may be implemented over time subject to employee performance and the provision of budgeted funds.
- In the event that a District salary range or ranges are determined to be above the marketplace for an employment position or positions, the Salary Schedule may be amended to reflect a changed decrease to the range. Such a decrease to the range will typically not change an employee's salary except as otherwise determined by the Board of Directors. In the event that an employee's base salary is above the salary range as a result of a decrease to the range, said employee's salary will typically remain frozen (i.e. Y Rated), with no merit or COLA increases, until such time as the salary range is further amended, either due to COLA adjustments, subsequent total compensation surveys or action by the Board of Directors, such that said employee's salary is then within the salary range for the employment position.

#### 4101.13 Salary Schedule

The Salary Schedule may only be amended by action of the Board of Directors. Employees should refer to the current Salary Schedule for further information.

#### 4101.14 Salary Adjustments

Adjustments in salary for employees other than the General Manager, other than salary cost-of-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule may be considered and authorized by the General Manager.

An adjustment in salary for the General Manager, other than salary cost-of-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule shall be considered and authorized only by the Board of Directors.

#### 4101.15 Reclassification

When changes in job duties, surveys or other data show that a position requires modification, the duties and responsibilities contained in the job description will be reviewed to determine whether reclassification is appropriate. Reclassification of a job may, but will not necessarily, increase or decrease an employee's rate of pay. In the event that a position classification has to be changed to a classification with a lower base salary range, the General Manager will determine if the employee's pay rate will be reduced. If

the employee's pay rate is not reduced, the pay rate will remain frozen (i.e. Y Rated), with no merit or COLA increases, until the Salary Schedule is modified such that an increase may be considered.

4101.20      Other Compensation

In addition to salaried compensation provided to employees, other compensation may be provided as approved from time to time by the Board of Directors, and is listed in the Other Compensation Schedule.

4101.25      Positions

The positions listed in the District's current Salary Schedule are those for which the District maintains a current job description and salary range. Filling of the positions is dependent upon the needed skills and training necessary for the District to efficiently carry out its mission. Employment of any person or persons in any of the positions noted is further dependent on the Board of Directors appropriation of funds through the District's budget process or by other Board-approved means. All listed positions need not necessarily be filled.

The orderly grouping of various functional positions is intended to be indicative of a typical career path that an employee could foresee based upon one's growth in areas such as but not limited to knowledge, training, education, accountability, responsibility, and employee supervision.

Temporary workers, which are not considered part of the District's regular work force may be hired from independent employment services at the discretion of the General Manager within authorized budget amounts.

4101.26      Expansion of Work Force

Expansion of the District's regular work force to include positions in excess of the organizational structure and chart shall require approval by the Board of Directors.

4102.00      SALARY COST OF LIVING ADJUSTMENTS (COLA)

The Cost of Living Adjustment (COLA) is reviewed on an annual basis by the General Manager. Any recommendations for COLA adjustments are then submitted to the District's Board of Directors for review and potential final approval, subject to its assessment of the District's then-current financial circumstances.

The Consumer Price Index for All Urban West Consumers (CPI-U) is to be used as a guideline. The current salary schedule will typically be reviewed in December and the salary ranges amended by a COLA as necessary, effective January 1 of each year to reflect the CPI-U percentage change for all urban west consumers during the latest twelve month reporting period (~~e.g. typically~~ October to October). Cost of Living Adjustments are to be applied regardless of position within a salary range.

Unless otherwise directed by the Board of Directors, individual employee salaries shall increase by the same percentage amount as the COLA adopted by the Board of Directors, but individual employee salaries will not be reduced by a decrease in the COLA.

4102.10 Salary Survey

In the event that the District's salary schedule is amended due to a salary survey (see Policy 4101), amendment of the current salary schedule by a COLA will not apply.

4102.20 COLA for Reclassified Employees

Salary Cost of Living Adjustments for employees that are reclassified are addressed in the District's Reclassification Policy (see Policy 4130).

4102.30 No COLA for Part-Time and Temporary Employees

Hourly wage rates for Part-Time Employees and Temporary Employees hired directly by the District will not be amended due to a salary cost of living adjustment.

4103.00 SALARY MERIT ADJUSTMENTS

Salary adjustments within the salary range for a particular job title shall be based upon the eligible employee's performance evaluation and any applicable criteria established by the General Manager by Administrative Procedure. No employee whose overall performance evaluation rating is below "meets expectations plus" will be eligible for a merit adjustment in that rating year. Said adjustments shall be determined by the General Manager within the budget established and approved by the Board of Directors.

Salary adjustments tied to the employee's performance evaluation constitute a "Pay for Performance" system where an overall rating of "meets expectations plus" constitutes "superior" performance. For example, a rating of "unsatisfactory," "needs improvement" or "meets expectations" is not eligible for a merit adjustment; ratings of "meets expectations plus," "commendable," "commendable plus" and "exceptional" are eligible to receive a percentage of increase determined by the General Manager in accordance with the budget established and approved by the Board of Directors for this purpose. Salary adjustments for the General Manager shall require approval by the Board of Directors

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Merit adjustments, when earned through performance, adjust the base compensation of the employee, as reflected in the publicly-available pay schedule, and therefore are considered pensionable compensation.

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An employee who receives a "merit adjustment" may also qualify for a employee incentive award through the District's annual Employee Recognition and Rewards Program, as set forth in Policy 4105 below.

Salary adjustments for the General Manager shall require approval by the Board of Directors.

4103.10 [Extended Range Merit Adjustment At Top of Classification Range](#)

Subject to its assessment of the District's financial circumstances and budgetary approval, the Board of Directors shall annually establish the District's publicly-available salary ranges for each regular, full-time classification other than the General Manager with a minimum salary, a maximum salary that equates to the top base step for each range, and an "extended range" that is no more than percent (5%) above the control point.

An employee who has, through merit adjustments, reached the top of the employee's salary range (i.e. the maximum salary) is eligible annually to earn "extended range" merit performance pay of 1-5% for the coming year in accordance with the ratings received in the employee's annual performance evaluation for the prior year. This percentage shall be set by and at the discretion of the General Manager (and for employees subordinate to Department Directors, the General Manager shall consult with the applicable Department Directors to establish the appropriate percentage.)

At the end of each evaluation year, the base salary for any employee who has been receiving "extended range" merit pay shall automatically revert back to the maximum salary level. If the employee's performance ratings for that year again qualify for "extended range" merit pay, a new corresponding percentage will be set and implemented for the coming year.

No employee who receives a rating in any evaluation category below "meets expectations plus" shall be eligible for "extended range" merit performance pay.

In no case may an employee's salary exceed the extended range established for that classification as set forth on the Board-approved, publicly-available pay schedule.

4105.00 [EMPLOYEE RECOGNITION AND REWARDS PROGRAM](#)

The District's employees are one of its most valuable assets. The District affirms its desire to employ highly skilled and motivated employees in order to provide the highest level of service within its own work force, to its customers and to the community. In order to acknowledge those employees that go above and beyond everyday expectations in their duties, the District will develop and maintain an Employee Recognition and Rewards Program, the details of which shall be set forth in applicable Administrative [Procedure](#) they implemented by the General Manager. The Board of Directors shall maintain discretion to approve funds designated for use in the Program. [Employee incentive awards through the Program coincide with the annual performance rating of the employee and are in addition to any applicable merit adjustment pursuant to Policy 4103 above. Employee incentive awards are only available for employees who are rated "meets expectations plus" or above; incentive awards are tied to the performance rating, where the maximum rating of "excellent" may receive an incentive award of up to 5% of the Employee's existing annual salary. For example, and dependent on District Board](#)



approval of funds for use in the annual Program, the following Employee incentive awards may be earned by Employees who exceed performance expectations: Incentive Award Range of 0-3% for Meets Expectations Plus; 0-3.5% for Commendable; 0-4% for Commendable Plus; and 0-5% for Excellent.

An employee incentive award earned through the Program is a one-time payment for the calendar year which does not increase the base compensation for PEPRAs employees during that year, as set forth in the publicly-available pay schedule.

#### 4110.00 HOURS OF WORK

District employees generally work Monday through Thursday, defined as regular work days, unless otherwise prescribed by the General Manager. Work hours and schedules will be determined by the General Manager to meet the customer service, operational, project management and administrative needs of the District and may be modified from time to time at the discretion of the General Manager. Employees shall be notified in writing of their typical work schedule.

Periodic or temporary variations to the typical work schedule may be authorized in writing by the General Manager.

Certain limited time near the end of a work day may be authorized by the department supervisor for the cleaning up and putting away of tools and equipment. Employees may also be authorized to use this time to clean.

The District looks unfavorably at any idle time and encourages all employees to use their own initiative in all situations, when not otherwise directed, to make productive efforts toward the betterment of the District. Any employee who believes he or she has exhausted available regularly- assigned work tasks must immediately seek direction from a supervisor to obtain additional assignments.

#### 4111.00 LUNCH AND REST PERIODS

##### 4111.10 Lunch Period

All employees scheduled for more than a five (5) hour work day are eligible for a minimum thirty (30) minute unpaid lunch period during which the employee is relieved of duty. Scheduling of the lunch period will be at the discretion of the department director or supervisor, and the employee is responsible for taking the lunch period at the approved time. Lunch periods may exceed thirty (30) minutes in length at the discretion of the supervisor.

The lunch period is inclusive of travel time from and returning to the assigned work location.

Lunch periods are not paid work time. In situations authorized by the department director or supervisor for those lunches taken as part of a work or training activity, the time is deemed “hours worked” and paid in accordance with regular pay procedures.

#### 4111.20 Rest Period

All employees are eligible for a paid rest period not to exceed fifteen (15) minutes for each consecutive four (4) hour work period. Scheduling of the rest period will be at the discretion of the department director or supervisor.

The rest period is inclusive of travel time from and returning to the assigned work location.

#### 4112.00 OVERTIME PAY

District overtime pay policy will conform to the requirements of applicable law including the federal Fair Labor Standards Act. All “non-exempt” employees will be paid at one and one-half (1.50) times their regular hourly rate of pay for hours worked in excess of forty (40) hours in a regular work week and at (2.00) times for hours worked in excess of twelve (12) hours in a day. A regular work week is defined as a seven-calendar-day period commencing at 12:00 a.m. each Monday and ending at 11:59 p.m. the following Sunday. Pay for non-exempt employees’ work in excess of forty-eight (48) hours in a regular work week will be at two (2.00) times their regular hourly rate of pay. The District retains discretion to “flex” an employee’s working hours within a single seven-day work period to reduce potential overtime costs.

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Leave hours shall not be counted as hours worked for the purpose of qualifying for overtime pay except in circumstances where the employee works hours that require returning to work in an emergency situation, after being off duty on discretionary leave and where the emergency work hours are not a continuation of a regular work shift. Under these circumstances, when discretionary leave hours have been scheduled in advance (i.e. vacation or CTO) and are interrupted by an emergency call back, the leave hours within that work period may be counted as hours worked for the purpose of qualifying for overtime pay.

Employees are required to accurately report all hours worked, including overtime, on their timecards. Unauthorized or unreported overtime work is strictly prohibited. Employees may be subject to discipline for violations of this overtime policy.

At a non-exempt employee’s option, compensatory time-off (CTO) in lieu of overtime payments may be granted subject to a maximum CTO accrual (see Policy 4303).

#### 4112.02 Holiday Overtime Pay

All non-exempt employees will be paid at two (2.00) times their regular hourly rate of pay for hours worked on the day of the District observed holiday. For a list of designated District holidays (see Policy 4350).

#### 4112.03 Paid Leave Following Extended Work Shifts

In consideration of the safety and well-being of District employees, ~~any~~ employees, at the discretion of the General Manager's approval, ~~an employee~~ may be granted authorized Leave-with-Pay on the work day that immediately follows a work shift that prevented the employee from having at least eight (8) non-working hours. The purpose of this provision is to ensure that District employees are not required to work when they are overly fatigued from working an overnight or extended shift and that employees are allowed non-working time off to rest without being required to use their Annual Leave, Compensatory Time-Off (CTO) or take Leave-without-Pay.

Upon returning to work after the prescribed eight (8) non-working hours, the employee may be granted a maximum Leave-with-Pay based upon the time difference to the nearest one-quarter hour between their typical work shift starting time and their actual return to work time. In the event that the employee works beyond their typical work shift ending time, the maximum Leave-with-Pay will be reduced by the time worked beyond the typical work shift ending time.

#### 4112.04 Exempt Employees

Exempt positions are those ineligible for overtime compensation according to applicable law. Such positions will be so designated in the applicable job description and/or Employment Agreement.

#### 4112.50 Overtime Recruitment

Scheduled overtime or non-emergency response overtime work shall not be performed without the express prior approval of the General Manager. In unusual circumstances where the General Manager is unreachable, the highest ranking on-duty supervisor may approve such scheduled non-emergency overtime work. Emergencies requiring immediate response do not require prior approval. The procedure for staffing scheduled, non-emergency overtime shall be determined by the General Manager in an appropriate Administrative Procedure.

In an emergency situation (as determined by the General Manager), the General Manager retains the discretion to assign overtime (whether as a hold-over or call-back response) to the first available employees who possess the skill set necessary to address the emergency issue.

#### 4113.00 PAYROLL

Payroll functions shall be performed under the direction of the General Manager.

4113.01 Payroll Period

The payroll period for payment of compensation due to employees shall be 14 calendar days in length. The payroll period shall end at 11:59 p.m. on the 14th calendar day following the beginning of the pay period.

4113.02 Payroll Withholding

The District will make payroll deductions as required by law for each employee. Deductions required by law may include, but are not limited to, Federal tax withholding, State tax withholding, Social Security and Medicare withholding. Deductions may also include garnishment of wages as ordered by a court of law or other entities as authorized by law. The District will also make payroll deductions as requested in writing by the employee for other programs or purposes approved by the District such as deferred compensation plans and supplemental insurance plans.

4113.03 Direct Deposit of Payroll Checks

The District may offer direct deposit of an employee's payroll check into the employees' personal financial account(s), subject to any requirements and/or limitations imposed by State or federal law, the District's payroll service vendor or the District. Enrollment in direct deposit shall be optional and at the sole discretion of each employee.

4113.10 Non-Exempt Employee Time Sheets

All District employees shall record their hours worked, contemporaneously with working the hours, on an Employee Time Sheet. Non-exempt full time employees must account for at least forty (40) hours per work week and shall record the starting and ending time of each work day, each meal period, and any applicable leave time utilized or overtime hours worked. The Time Sheet shall be submitted on a bi-weekly basis to an employee's supervisor or designee as soon as practicable following the end of the work week, typically prior to 9:00 a.m. on the Monday morning immediately following the end of the work week. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

Accuracy of time sheets is critically important, and all employees are to certify in writing that the hours appearing on their time sheet are a true and accurate record of the actual hours worked. Any employee with a question about how to accurately complete the time sheet should seek direction from the General Manager prior to certifying and submitting it. Any attempt to falsify or misrepresent hours worked on a time sheet is strictly prohibited [and will subject an employee to disciplinary action](#). Each employee's time sheet shall be reviewed biweekly and approved in writing by their supervisor.

4113.11 Time Sheets for Exempt Employees

Time sheets for exempt employees shall be submitted to account for and track tasks performed and as a method of recording leave hours used. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

4113.12 Work Week

For purposes of completing time sheets and determining hours worked during a work week, the District's work week shall commence at 12:00 a.m. on Monday and end at 11:59 p.m. on the following Sunday.

4113.20 Payday

All employees will be paid on the Thursday following the end of each bi-weekly payroll period except when this date falls on a District holiday. When this occurs, payment will be made on the preceding business day whenever possible within the constraints of the payroll process. When making payment on the preceding business day is not possible, payment will be made on the first business day following the District holiday.

4113.21 Payment for Standby Duty and Standby Duty Overtime

The bi-weekly payroll covers Standby Duty and Standby Duty Overtime work performed through the completion of a weekly Standby Duty period ending on or before the end of the pay period. Standby Duty and accompanying overtime work completed after the close of the bi-weekly payroll period will be reported and paid as part of the next payroll period.

Completion of a Weekly Standby Duty report by the Director of Operations shall serve as authorization for payment of Standby Duty and Standby Duty Overtime.

4113.30 Advances Prohibited

Employee payroll advances for hours not yet worked are prohibited.

4113.40 No Check Cashing

Cashing of personal or payroll checks by the District is prohibited.

4120.00 STANDBY DUTY

4120.01 Assignment and Rotation of Standby Duty

Regular employees with water distribution system operating experience and certification as a California State Water Distribution System Operator are eligible for water distribution system Standby Duty. Said water distribution system operating employees

within the job classes of Expert/Specialist and Journey/Professional shall perform Standby Duty on a rotating basis subject to recommendation by the Director of Operations and approval by the General Manager. In recommending/approving an employee for Standby Duty, the following items shall be required:

1. Knowledge of the operation and maintenance of the District's water distribution and transmission system.
2. Knowledge of District geography.
3. Knowledge of District policies and procedures.
4. Response time to the District property / service area.

- a. Employees assigned to Standby Duty must reside within twenty (20) miles of the District headquarters while performing Standby Duty.

The rotation schedule of employees eligible for Standby Duty shall be maintained and prepared on a bi-monthly basis at the direction of the General Manager. Assigned employees are responsible for their weekly duty as assigned, however, a substitute employee(s) from the ranks of those eligible is permitted, with the approval of the Director of Operations, so long as there is no inconvenience to other employees or the District.

Standby Duty shall begin at 5:30 PM on Tuesday and shall end at 5:30 PM on the following Tuesday. Employees shall not perform Standby Duty for two (2) consecutive weeks unless approved by the Director of Operations.

#### 4120.02 Duties

The duties of the employee assigned to Standby Duty encompass responding, either by telephone or in person, to after-hour reports from customers or others of problems associated with District operations. Significant in this response is personal observation and analysis of failure or damage to the District's water transmission and distribution system. In analyzing the failure or damage, the Standby Duty person shall consider public safety, water quality, personal property, the integrity of the adjacent water distribution facilities and other related factors in determining the need to assemble additional District personnel to address the situation.

Selection and assembly of additional personnel to address an off-duty call-out situation shall be consistent with the District's Overtime Recruitment requirements.

An employee assigned to Standby Duty shall remain accessible at all times by a combination of an employee provided standard telephone and/or a District provided cellular telephone. The Standby Duty person shall not take part in repair activities if at all possible in order to remain accessible for subsequent responses to after-hour reports.

#### 4120.03 Standby Duty Pay

Employees who are assigned to Standby Duty in a non-working status at their residence during off-duty hours shall be entitled to payment for Standby Duty in addition to their regular compensation and overtime pay as set forth in the "Other Compensation" schedule (see Policy 4101) per each Standby Duty assignment. Daily pay for Standby Duty, as set forth by the Board of Directors, may differentiate between regular work days, Friday, Saturday, Sunday and holidays.

An employee who is assigned to Standby Duty during the time period from 7:00 AM to 5:30 PM on a District observed holiday (see Policy 4350) will be compensated for the day the holiday is observed by receiving District holiday Standby Duty pay (see Policy 4101) and will also receive ten (10) hours added to their Annual Leave accrual upon completion of their Standby Duty assignment.

#### 4120.04 Vehicle and Equipment Use

Employees who are assigned to Standby Duty shall be provided with and use a District vehicle, in accordance with the District's vehicle policy, as designated by the Director of Operations. Said vehicle shall be equipped with the necessary tools and equipment to enable the employee to properly carry out the tasks typically associated with Standby Duty. A check list of the tools and equipment necessary to perform Standby Duty shall be prepared by the Director of Operations. Weekly, prior to occupying said District vehicle, the incoming Standby Duty employee shall confirm that all tools and equipment are secure and present in good working condition. On the last day of a Standby Duty assignment, the outgoing Standby Duty employee shall clean said vehicle inside and out at the beginning of the regular duty shift.

The employee may, at his/her own risk and liability, store his/her personal vehicle at the District's corporation yard while using a District vehicle for the performance of Standby Duty. Relocation of a Standby Duty employee's personal vehicle to a location other than the District's corporation yard shall be the responsibility of the employee and shall be done outside of regular working hours without additional compensation.

#### 4120.50 Call-Outs

#### 4120.51 Call-Out Reports

A Call-Out Report must be completed by the Standby Duty employee for all calls received, whether or not it was necessary for the Standby Duty employee to respond in person to a call. The Call-Out Report will be prepared on the District provided form and shall be delivered to an Operations Department supervisor at the beginning of the next regular work day.

All call-outs and overtime worked are to be reviewed by the Director of Operations prior to payment of overtime. The Director of Operations or designee shall prepare a weekly

report quantifying Standby Duty Pay and Call-Out Pay. The Director of Operations shall maintain a historical file of Standby Duty and Call-Out Reports together with supporting documentation including, but not limited to, notification reports received from the District's answering service.

4120.60      Call-Out Pay

An employee shall receive overtime Call-Out Pay in addition to Standby Duty Pay whenever the employee is unexpectedly required to return to duty because of unanticipated work requirements if notice to return is given to the employee following completion of the employee's normal work shift and departure from the District offices.

4120.61      Compensation Rate

Call-Out Pay shall be at the appropriate overtime rate of hourly compensation with a one (1) hour minimum per call-out.

4120.62      Multiple Call-Outs

Whenever the same employee receives multiple call-outs within the same time period (i.e., before the employee returns to his / her residence from the first call-out), the employee shall not be entitled to additional pay except for time actually worked beyond the first call-out minimum.

4120.63      Travel Allowance

For purposes of determining hourly compensation for call-outs, travel time from the employee's residence to the reporting station and return to residence shall be included in the minimum pay period. However, travel time does not count as "hours worked" for purposes calculating any applicable overtime. An exception to this would be if the employee would be required to remain on duty until the start of the regularly scheduled shift when return travel time will not be paid.

4200.00      EMPLOYEE INSURANCE BENEFITS

4200.01      General

The District provides a variety of insurance coverages and benefits. The General Manager or those employees designated to regularly perform human resources duties are available to discuss and answer employee questions. It is the employee's responsibility to fill out claim forms and send them in for processing; however, the employee may obtain assistance from such personnel.

4200.10      Employee Benefits Statement



The General Manager shall oversee preparation and distribution of an annual summary statement of employee benefits and costs related thereto including the employee's utilization of the District's Education Assistance Program (see Human Resources Policy 4401) shall be provided to each employee in accordance with particular benefit plan requirements or by March 31 of each year.

4210.00      HEALTH INSURANCE

Regular employees working forty (40) or more hours per week, and their dependents, as defined in Section 4210.10 of this Policy, are covered by a group health insurance plan through the District. Group health insurance benefits for Regular part-time and other employees are provided as required by law.

Coverage begins on the first day of the month following an eligible employee's hire date and is paid by the District to a monthly maximum periodically set by the Board. Monthly health insurance premium amounts for a covered employee that exceed this monthly maximum shall be paid by the employee in the form of a payroll deduction from each pay period. Covered employees shall also pay a contribution toward their health insurance coverage in accordance with the benefit program approved from time to time by the Board of Directors. Similarly, co-payments required by the approved benefit program shall be the full responsibility of the employee at time of service. Upon submission of a claim to a third party administrator, eligible co-payments may be eligible for reimbursement through an approved District health savings or plan or reimbursement program. Employees should consult Human Resources or the Provider for details.

It is mandatory that each employee notify the General Manager whenever any additions or deletions occur in his/her dependent status.

Employees may elect not to enroll in a District-provided health insurance plan if they have qualifying health insurance coverage through a parent's, spouse's or a registered domestic partner's employer. Employees making such an election shall provide written documentation to the District verifying their health insurance coverage at least every six (6) months. If an employee elects not to enroll in the District-provided health insurance plan, the employee shall receive a payment of \$400.00 per month in lieu of health insurance enrollment. The payment shall be processed through the District's payroll, and is subject to all applicable federal, state and local withholdings. For non-exempt employees, this amount is also factored into the employee's "regular rate of pay" for purposes of overtime compensation calculations.

4210.01      Cobra

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires employers with at least twenty (20) employees to continue health care coverage for employees and/or eligible dependents, as defined in Section 4210.10 of this Policy, that lose coverage due to certain qualifying events. If an employee's group health benefits end due to specified qualifying events in compliance with federal law, the employee or dependent may elect to continue coverage under the District's health insurance plan for a limited period and at the employee's or dependent's expense as provided by federal and/or state law.

Covered employees or eligible dependents will be responsible for notifying the health insurance plan administrator of divorces, legal separations, or loss of dependent status. Individuals will have a limited period to elect to continue the health care coverage as provided by federal or state law.

Employees and dependents that qualify and wish to continue their health care coverage will receive notification of their COBRA rights from the District's third-party administrator and will receive the necessary information and forms to initiate the conversion process.

#### 4210.10 Dependents

For the purpose of determining eligibility for group health insurance benefits, dependents shall be as established and defined by the group health insurance carrier or by state or federal law. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate etc.) may be required by carriers as a condition of providing dependent coverage

#### 4210.11 Directors

Consistent with Section 2080.20 of this Policy and as permitted by law, Directors may participate in the District's group health insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

#### 4211.00 DENTAL INSURANCE

The District provides group dental insurance for Regular employees whose positions are regularly scheduled to work 32 hours per week or more and their eligible dependents. Group dental insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001).

Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4211.10      Dependents

For the purpose of determining eligibility for group dental insurance benefits, dependents shall be as established and defined by the group health insurance carrier. Carriers typically include spouses and children to a specified age as eligible dependents. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate, etc.) may be required by carriers as a condition of providing dependent coverage.

42.10.11      Directors

Consistent with Section 2080.20 of this Policy and as permitted by law, Directors may participate in the District's group dental insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

4211.20      Policy Renewal

Renewal of the Dental Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4212.00      VISION INSURANCE

The District provides group vision insurance for Regular employees whose positions are regularly scheduled to work thirty-two (32) hours per week or more and their eligible dependents. Group vision insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001). Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4212.10      Dependents

For the purpose of determining eligibility for group vision insurance benefits, dependents shall be as established and defined by the group health insurance carrier. Carriers typically include spouses and children to a specified age as eligible dependents. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate, etc.) may be required by carriers as a condition of providing dependent coverage.

42.10.11      Directors

Consistent with Section 2080.20 of this Policy and as permitted by law, Directors may participate in the District's group vision insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

4212.20      Policy Renewal

Renewal of the Vision Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4220.00      LIFE INSURANCE

Regular employees whose positions are regularly scheduled to work thirty-two (32) or more hours per week are covered by a group life insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board.

All employees may purchase additional life insurance above that provided by the District. Said purchase shall be made by payroll deduction as coordinated through Human Resources.

Provision of this additional life insurance is subject to acceptance by the insurance company. No additional compensation will be provided in lieu of non-acceptance of coverage.

4220.20      Accidental Death and Dismemberment Insurance

Regular employees who work thirty-two (32) or more hours per week are covered by a group accidental death and dismemberment insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4220.30      Policy Renewal

Renewal of the Life Insurance and Accidental Death and Dismemberment Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4222.00      DISABILITY INSURANCE

Regular employees whose positions are regularly scheduled to work thirty-two (32) or more hours per week are covered by a long term disability insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board. Employees will

be provided with a copy of the plan document that specifies the situations by which an employee is eligible and the method by which the exact benefit is calculated.

In general terms, the benefit of Long Term Disability (LTD) Insurance is to provide income protection if the employee becomes disabled from a covered sickness, accidental bodily injury or pregnancy. Coverage begins after a specified number of calendar days of continuous disability as provided in the policy. Any and all accrued Annual Leave, Management Leave, Compensatory Time Off (CTO), Sick Leave may be used during the initial period and may be integrated with the employee's Long Term Disability Insurance benefit after this period. At no time will the employee's gross earnings between any combinations of insurance or accrued benefit be greater than 100% of the employee's regular pay during a period of disability.

A physician statement certifying a disability is required to apply for Long Term Disability Insurance benefits. Forms for application are available from Human Resources.

An employee's Annual Leave, Management Leave and Sick Leave benefits will continue to accrue during the initial thirty (30) calendar days of a disability, after which they will cease accruing until the employee returns to work. The District will continue to pay the District portion of health, dental, vision, life, accidental death and dismemberment and long term disability insurance premiums (at the levels in place prior to the LTD insurance claim event) while an individual is receiving LTD benefits to the extent required by law or other District policy.

#### 4222.10      Policy Renewal

Renewal of the Disability Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

#### 4223.00      WORKERS' COMPENSATION INSURANCE

Any employee, director, or officer who is injured in the performance of assigned duties shall receive such medical examination, medical care, compensation and other benefits as are awarded under the workers' compensation laws of the California Labor Code and the District's Workers' Compensation Insurance Policy.

It is the employee's responsibility to immediately report all injuries, regardless of severity, as set forth in Policy 4703, Injury and Illness Reporting.

The District will coordinate Workers' Compensation Insurance benefits with Sick Leave benefits if the employee so elects. After Sick Leave benefits are exhausted, Annual Leave, Management Leave or Compensatory Time-Off (CTO) may be used. Any employee who is off work and receiving Workers' Compensation Insurance benefits may elect to continue receiving a regular salary from the District while using accrued Annual Leave, Management Leave, CTO and/or Sick Leave.

Employee Annual Leave, Management Leave and Sick Leave benefits will continue to accrue during the initial 45 calendar days of a work-incurred disability, plus one day for each day (or fraction thereof) worked on a Return to Work Program (See Policy 4730) work assignment, after which they will cease accruing until the employee returns to unrestricted work duty. The District will continue to pay premiums for the group health, dental, vision, life, accidental death and dismemberment and long term disability insurance currently in force, up to the maximum dollar amount paid by the District while an individual is disabled and receiving Workers' Compensation Insurance benefits and on an approved Medical Leave of Absence (see Policy 4331). The employee will be responsible for paying any premium amounts that exceed the maximum amounts paid by the District.

4223.10      Volunteer Workers

Pursuant to District Resolution 7-97 and Labor Code Section 3363.5, an unpaid person authorized to perform volunteer service for the District shall be deemed to be an employee of the District for the purposes of Workers' Compensation Insurance benefits provided for by law for any injury sustained by such person while engaged in the services of the District under the direction and control of the governing Board of the District or its designee.

4301.00      ANNUAL LEAVE

The District's Annual Leave benefit provides Regular employees with paid time off for personal purposes including but not limited to an annual vacation. Ownership of Annual Leave is vested with the employee. Throughout this Policy manual and accompanying Administrative Procedures, where the term "vacation" is used it is as a synonym for leave covered by the District's Annual Leave benefit.

The District encourages every Regular employee to take an annual vacation as paid time-off away from work. An annual vacation is defined as a minimum of forty (40) work hours of annual leave taken as consecutive full days away from work, excluding weekends and holidays, on an approved Annual Leave.

For the purpose of calculating the duration of District employment to determine Annual Leave accrual rate, total employment by the District as a Regular employee will be the basis. Such employment need not be continuous.

4301.01      Accrual

For each Regular employee, Annual Leave shall be earned and accrued for each regular hour paid on the basis of the schedule below:

Schedule A: For employees hired prior to October 15, 2008

<u>Duration of District Employment at end of calendar month</u>	<u>Hours Accrued Per Reg Hr Paid</u>	<u>Maximum Hours Accrued Annually</u>
0.00 to 3.99 years	.04616	96
4.00 to 6.99 years	.05770	120
7.00 to 9.99 years	.06924	144
10.00 to 14.99 years	.08077	168
15.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

Schedule B: For employees hired or re-hired on or after October 15, 2008

<u>Duration of District Employment at end of calendar month</u>	<u>Hours Accrued Per Reg Hr Paid</u>	<u>Maximum Hours Accrued Annually</u>
0.00 to 3.99 years	.04616	96
4.00 to 7.99 years	.05770	120
8.00 to 11.99 years	.06924	144
12.00 to 15.99 years	.08077	168
16.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

The Annual Leave accrual rate and determination of total District employment years for Regular employees shall be prorated in accordance with their regular scheduled hours (e.g. a 3/4 time employee will accrue at ¾ the rates and maximums specified above). [Annual leave accrues on a bi-weekly basis concurrent with employee's bi-weekly compensation schedule.](#)

Employees shall continue to accrue Annual Leave while in a District-paid status on Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

4301.02 Scheduling

Vacations and time-off must be scheduled by, and approved as far in advance as possible, by the employee's Department Director. Department Directors will coordinate vacation schedules internally to minimize impact on the District's operation. Annual Leave scheduling will be at the discretion of the Department Director. In the absence of the employee's Department Director, his or her designee or the General Manager shall act as the approving authority.

While on Annual Leave if an employee exceeds his/her earned Annual Leave time, his/her Management Leave and Compensatory Time-Off balances will be debited. When the aforementioned leave resources are exhausted he/she shall be considered on an unpaid Personal Leave of Absence subject to the provisions of the Personal Leave of Absence Policy 4330.

4301.03      Documentation

- A. A signed and approved Leave Request form is required for use of Annual Leave.
- B. The General Manager shall maintain records of Annual Leave balances, accruals and deductions. Employees shall be notified regularly of their Annual Leave balances through the District's payroll process.
- C. Annual Leave hours shall be deducted from an employee's total as used.

4301.04      Annual Leave Accrual and Payment

- A. Maximum Accrual. Employees are encouraged to take full use of their Annual Leave and avoid accumulations beyond 200 hours. Accumulations above 200 hours will be reduced to 200 hours based on the last payroll of October. Account balances in excess of 200 hours will be paid to the employee on a special payroll in November. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- B. Separation from Employment. If employment is terminated for any reason, accrued Annual Leave will be paid through the last full day of employment. Payment shall be made at the employee's then-current rate of pay. Employees may elect to receive payment for accrued Annual Leave at the time of temporary reduction of work force (see Human Resources Policy 4810).
- C. Employee Request for Payment in Lieu of Annual Leave. An employee may request payment once per year in accordance with the procedure set forth in the Administrative Procedures.

4302.00      MANAGEMENT LEAVE

In recognition of additional hours required due to working time necessary outside of regular working hours for exempt employees, as listed in Human Resources Policy 4112, Management Leave shall accrue for exempt employees and shall be credited independent of other Leaves. Ownership of Management Leave is vested with the employee.

4302.01      Accrual

Each exempt employee should receive 80 hours of Management Leave on November 1st. New employees or newly promoted employees receive a prorated number of hours based on their start date for the exempt position.

4302.02      Scheduling



Time-off must be scheduled and approved as far in advance as possible by the General Manager. The General Manager will coordinate leave schedules internally to minimize impact on the District's operation. Scheduling will be at the discretion of the General Manager.

4302.03      Documentation

- A. A signed and approved Leave Request form is required for use of Management Leave.
- B. The General Manager shall maintain records of Management Leave balances, accruals and deductions. Exempt employees shall be notified no less than bi-weekly of their Management Leave balance.
- C. Management Leave hours shall be deducted from an employee's total as used.

4302.04      Accrual and Payment of Management Leave

- A. Maximum Accrual. Employees are encouraged to take full use of their Management Leave and cannot have accumulations beyond 80 hours. Any accumulation of management leave hours will be reduced to 0 at the last full pay period of October, and the hours will be cashed out on a special payroll in November. Payment shall be made at the exempt employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- B. Separation from Employment. If employment is terminated for any reason, accrued Management Leave will be paid through the last full day of employment. Payment shall be made at the exempt employee's current rate of pay. Employees may elect to receive payment for accrued Management Leave at the time of a temporary reduction of work force (see Human Resources Policy 4810).
- C. Employee Request for Payment in Lieu of Management Leave. Once per calendar year, an employee can request payment in lieu of accrued Management Leave in accordance with the procedures and requirements set forth in Administrative Policy 4301 relating to payment in lieu of Annual Leave or Management.

4302.05      Conversion of or Maintaining Management Leave

Accrued Management Leave for exempt employees who then become non-exempt will, at the time of receiving non-exempt status, be subject to one of the following options at the written direction from the employee:

- A. Conversion in full from Management Leave to Annual Leave (see Human Resources Policy 4301 Annual Leave).

- B. Maintained as Management Leave for use by the employee with no further accruals.

#### 4303.00 COMPENSATORY TIME- OFF (CTO)

Regular employees may choose to receive Compensatory Time-Off (CTO) in lieu of paid overtime. Ownership of CTO is vested with the employee.

A maximum balance of one hundred sixty (160) hours of CTO may be maintained at any one time. These one hundred sixty (160) hours may be used only as time off and may be carried indefinitely. Overtime work hours will be converted at the appropriate rate consistent with Human Resources Policy 4112 Overtime Pay and Recruitment (1 ½, 2, 2 ½ times) to regular hours of CTO.

Exempt employees are not eligible for overtime compensation and are excluded from accrual of CTO.

#### 4303.01 Conversion Table

Overtime hours will be converted to regular hours of CTO at the following rates:

One (1) hour of regular overtime equals one and one-half (1½) hours of CTO

One (1) hour of double time overtime equals two (2) hours of CTO

One (1) hour of Holiday overtime in excess of eight (8) hours equals two and one-half (2½) hours of CTO

The General Manager will designate District staff that will perform the conversion calculations.

#### 4303.02 Scheduling

Time-Off must be scheduled by, and approved as far in advance as possible, by the employee's Department Director. Department Directors will coordinate leave schedules internally to minimize impact on the District's operation. Scheduling will be at the discretion of the Department Director.

#### 4303.03 Documentation

- A. A signed and approved Leave Request form is required for use of CTO.
- B. The General Manager shall maintain records of CTO balances, accruals and deductions. Employees shall be notified of their CTO balance on their bi-weekly pay stub.
- C. CTO hours shall be deducted from an employee's total as used.
- D. Employees desiring to receive CTO for overtime hours worked shall so indicate on their weekly timesheet next to those hours requested to be converted from paid overtime to CTO.

#### 4303.04.1 Payment in Lieu of Compensatory Time-Off

- A. Once per calendar year, an employee can request payment in lieu of accrued CTO in accordance with the procedures and requirements set forth in Administrative Policy 4301 relating to payment in lieu of Annual Leave, Management Leave and CTO.
- B. Employees can request to cash out CTO balances above 80 hours during the last payroll of October. Cash outs will be paid on a special payroll in November. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- C. If employment is terminated for any reason, accrued CTO will be paid in full at the time of final compensation. Payment shall be made at the then-current hourly rate of pay, or the average rate over the final three years of employment, whichever is greater.
- D. Payment for CTO hours accrued will be provided at the time of employee separation from the District except that employees may elect to receive payment for accrued CTO (a) at the time of a temporary reduction of work force (see Human Resources Policy 4810 Layoff or Reduction in Workforce).

Payment of CTO shall be processed through the District payroll. The District shall report paid CTO and make withholdings from paid CTO in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements.

#### 4303.05 Conversion of CTO to Management Leave for Exempt Employees

Accrued CTO for non-exempt employees who then become exempt will be converted in full from CTO to Management Leave for Exempt Employees (see Human Resources Policy 4302, Management Leave) at the time of attaining exempt status.

#### 4305.00 ADMINISTRATIVE LEAVE

An employee may be placed on paid Administrative Leave when such action is determined to be in the best interest of the District at the discretion of the General Manager. While on Administrative Leave, an employee shall retain the same rights and benefits as if he or she were physically present for duty; however, in the General Manager's discretion, access to District premises, equipment, or systems may be restricted during Administrative Leave periods.

#### 4308.00 PREGNANCY DISABILITY LEAVE

An employee disabled by pregnancy, childbirth or related medical conditions may be eligible to take a pregnancy disability leave (PDL) of absence. If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to

other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, the District may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four calendar months (one-third of a year, or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis. The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so the District can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains:

(1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, the General Manager or employees with designated Human Resources duties shall provide a medical certification form that the employee can take to her doctor.

PDL is unpaid. At the employee's option, she can use any accrued vacation time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. The District does require, however, that the employee use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. Employees who participate in the District's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Employees should

make arrangements with an employee with designated Human Resources responsibilities for payment of their share of the insurance premiums.

Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

#### 4308.01 Lactation Breaks

The District will provide a reasonable amount of break time for an employee who wishes to express breast milk for her infant child. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. If break time cannot run concurrently with rest and meal periods, it will be unpaid.

The District will make reasonable efforts to provide the use of a room or location in close proximity to the employee's work area, other than a bathroom, for the employee to express milk in private. This location may be the employee's private office, if applicable. Please consult the General Manager or an employee with designated Human Resources responsibilities if you have questions regarding this policy.

#### 4309.00 CALIFORNIA FAMILY RIGHTS ACT

Eligible District employees may, upon request, take up to 12 weeks of unpaid leave under the California Family Rights Leave Act. The leave may be used to bond with a new child within one year of the child's birth, adoption, or foster care placement, under the circumstances set forth below (parental leave) or to care for themselves, a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner in order to address a serious health condition of the employee or family member (family care and medical leave). Parental leave must be concluded within 12 months of the child's birth, adoption or foster care placement. Employees should direct any questions to the General Manager or Human Resources staff.

To be eligible for California Family Rights Act (CFRA) leave, employees must:

- (1) have more than 12 months of service with the District during the 12-month period prior to the date on which the leave is to commence;
- (2) have at least 1,250 hours of service with the District during the previous 12-month period

The maximum amount of leave an employee may use under this policy is 12 weeks within a 12-month period, whether for parental leave or family care and medical leave. The District will require certification by the health care provider of the individual requiring care be first provided, specifying the date on which the serious health condition commenced, the probable duration of the condition, and estimate of the amount of time needed for the employee to provide the family care 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 individual requiring the care.

In the case where both parents are employed by the District and are otherwise eligible for parental leave, ~~each employee is eligible for up to 12 weeks of parental leave, the combined total leave amount for both employees may not exceed 12 weeks.~~ Further, parental leave will be provided in addition to any entitlement of pregnancy disability leave (PDL) due to an employee's own pregnancy-related disability.

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Eligible employees may take parental leave in at least two-week increments, with shorter increments allowed on two occasions. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the District's operations. Intermittent leave is permitted in the same intervals as provided in the District's sick leave policy.

Leave under the California Family Rights Act is unpaid, although employees are entitled to utilize accrued annual leave, CTO, management leave, paid sick time as a source of wage replacement during such leave.

During CFRA Leaves, the District will continue to pay for employees' participation (if applicable) in the District's group health plan for the duration of the leave, commencing on the date that the parental leave or family care and medical leave began, at the level and under the conditions that would have been provided if the employee had continued to work in his or her position for the duration of the leave. Thus, the employee must continue to pay his or her share of any group health plan premiums during the leave. If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, he/she also will be required to pay the regular contributions for those benefits while on leave.

The District may recover the premiums that it paid for maintaining coverage for the employee under any group health plans, if (1) the employee fails to return from leave after the expiration of the period of leave to which the employee is entitled, and (2) such failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

Employees must notify the District of their request for CFRA Leave as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. All requests for CFRA Leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. 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 delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for such leave.

Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the California Family Rights Act for either parental leave or family care and medical leave. The District may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take CFRA Leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

If the District employs both parents who are entitled to CFRA parental leave, each parent is eligible for up to 12 weeks of CFRA parental leave for "baby bonding." ~~the District is not required to grant leave in an amount beyond that available to one eligible parent.~~

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The District will not discriminate in any way against, an individual because he or she exercised CFRA Leave rights or gave information or testimony as to the employee's or another person's CFRA Leave, and it will not interfere or limit in any way the exercise or attempted exercise of any such rights.

#### 4310.00 SICK LEAVE

The District's Sick Leave benefit provides income protection for Regular and Part-Time employees who, because of personal or family illness or accident, are temporarily disabled and absent from work for limited periods of time. Sick Leave is to be considered a privilege based upon specific circumstances. Sick leave has no cash value or other value at separation except as set forth in this Policy and as may be provided in the District's current agreement with CalPERS.

##### 4310.01 Accrual

For each Regular employee, Sick Leave shall be earned and accrued beginning upon the completion of the first full month of employment and thereafter at the end of each full month of employment at the rate of eight (8) hours per month.

The rate of Sick Leave accrual for Regular employees shall be per pro rata to match the employee's work hours as a percentage of full time equivalency (but not less than one hour per thirty hours worked).

Employees shall continue to accrue Sick Leave while on a District-paid form of leave, including Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

Sick Leave may be accumulated with no maximum.

An employee who becomes ill while on Annual Leave, Management Leave or CTO and desires to claim Sick Leave rather than use of said Leaves as scheduled shall make such a request as soon as possible. The District may require, without prejudice, a medical doctor's certificate for any period of Sick Leave requested while on Annual Leave, Management Leave or CTO.

Sick Leave is not considered to be discretionary and is to be used only during illness or to attend to the illness of a family member. If Sick Leave is exhausted, Annual Leave, Management Leave, or CTO can be used in instances of an employee's illness or need to attend to the illness of a family member. Sick Leave shall not be advanced to an

employee prior to its regular accrual; in other words, Sick Leave balances shall not allowed to go in arrears. An employee with no Sick Leave, Annual Leave, Management Leave, or CTO shall not receive compensation for days not worked due to illness or injury.

4310.02        Procedures

- A. Notification/Maintenance of Contact – An employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the employee must provide notice as soon as practical. Extended Sick Leave benefits are contingent upon maintenance of regular contact with the District. Employees are expected to inform their supervisor of their ongoing need to use Sick Leave and their estimated date of return to work and to maintain this communication. The supervisor shall relay this information to their Department Director.
- B. Medical Release to Return to Work - The District reserves the right to require a health care provider’s written release before the employee may return to work. “Health care provider” has the same meaning as defined in paragraph (6) of subdivision (c) of Section 12945.2 of the Government Code, as it may from time to time be amended.
- C. The District will not condition the use of sick leave on the employee finding someone to cover his/her work.
- D. The District retains the right to request verification of sick leave eligibility/appropriate usage in circumstances indicating potential sick leave fraud or abuse may exist.

4310.03        Permitted Usage

- A. Except as otherwise provided by law or other District policy, an employee may only use paid sick days for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

The term “Family Member” for purposes of this Policy includes:

- dependent child (including biological, adopted, or foster children, stepchildren, legal ward, or child to whom the employee stands in loco parentis, regardless of the age or dependency status),
- parent (a biological , adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child),
- spouse,
- registered domestic partner,
- grandparent,



- grandchild,
  - sibling, or other family member with whom the employee resides.
- B. In limited emergency circumstances declared by the General Manager, not to exceed a period of four (4) months from such declaration, an employee may also temporarily be permitted to use the employee's accrued sick leave for absences to attend to mandatory evacuations and post-evacuation cleanup affecting the employee or the employee's "Close Family Member" that are caused by local natural disasters (e.g. the Oroville Dam evacuation in February 2017 and the northern California wildfires in October 2017). For purposes of this section, "close Family Member" shall have the same definition as in District Policy 4311 (Compassionate Leave).

To be eligible for such temporary use of sick leave, an employee must:

- Have accrued District sick leave available (no "advance" of sick leave is permitted);
- Personally own or rent real property within an area subject to a mandatory evacuation order, or have a Close Family member who owns or rents property within an area subject to a mandatory evacuation order.

#### 4310.04 Documentation

- A. A signed and approved Leave Request form is required for payroll/tracking purposes of Sick Leave.
- B. The General Manager shall maintain records of Sick Leave balances, accruals and deductions. Employees shall be notified no less than monthly of their Sick Leave balance.
- C. Sick Leave hours shall be deducted as used (per pay period) from an employee's total.

#### 4310.05 Accrued but Unused Sick Leave at Retirement or Separation

During employment, a District employee's accrued sick leave has no cash value except as a wage replacement source during sick leave-related absences.

At retirement or separation, for employees hired on or after September 1, 2019, accrued but unused sick leave has no cash value, but may be converted to CalPERS service credit at retirement as permitted by law and the District's then-current contract with CalPERS.

At retirement or separation, for employees hired prior to September 1, 2019, upon execution of a full release of claims against the District and all District personnel, an employee will be eligible for severance pay equal to their current hourly rate of pay multiplied by the value of one-third of their remaining Sick Leave hours balance, if any, as follows:

- A. Upon death while employed by the District, or
- B. For CalPERS Members who retire from the District, as to remaining hours after sick leave, if any, is converted to additional CalPERS service credit (as permitted by law and the District's then-current contract with CalPERS), or
- C. Upon employee's separation from employment (other than any CalPERS retirement) due to an inability to return to work upon the end of an approved Medical Leave

4311.00 COMPASSIONATE LEAVE

The District provides up to three (3) days of Compassionate Leave with pay twice in a calendar year in the event of a death in a Regular employee's close family relative as defined below or any family member who resides with or with whom the employee resides.

4311.01 Close Family Relative Defined

Close family relatives include:

Spouses*	Mother-in-law*
Parents	Father-in-law*
Children	Brother-in-law*
Brother	Sister-in-law*
Sister	Stepchildren*
Adopted Children	Stepparents*
Grandparents	Domestic Partner
Grandchildren	Domestic Partner's Children
Aunts	
Guardians / Wards	

\*current and former

4312.00 CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PROGRAM

The Catastrophic Illness / Injury Leave Donation Program allows Regular employees to donate leave time to other Regular employees that are not able to work due to a catastrophic illness or injury. This Program functions as a wage replacement program during an otherwise approved leave of absence. It does not guarantee any particular type or duration of approved leave of absence. A catastrophic illness or injury means an illness or injury that is expected to incapacitate an employee for an extended period of time and for which taking extended time off from work creates a financial hardship for the employee because he or she has exhausted all of his or her sick or other District- paid time off. This illness or injury may serve to incapacitate the employee or a member(s) of the employee's immediate family which requires the employee to take time off from work for an extended period of time to care for that family member(s).

The procedures and requirements of the Program are set forth in Administrative Procedure AP4312.

4320.00      COURT APPEARANCE

4320.01      Work-Related Court Appearance

Work-related court appearances are work time for which District employees shall be paid. A copy of all subpoenas or notices requiring appearance in court or at a deposition shall be provided to the General Manager as soon as possible following an employee's receipt of them so that appropriate scheduling and other arrangements can be made. If an employee's private vehicle is used for travel, mileage to and from the appearance shall be reimbursed in accordance with the applicable District reimbursement policies. All time spent by an employee in traveling, waiting and testifying for such appearances will be compensated at his/her regular rate of pay with such hours credited as hours worked for purposes of overtime calculation, if necessary. Should an employee receive from a court or other non-District sources, fees for services as a witness reimbursement or mileage reimbursement for travel in a District vehicle, the employee shall relinquish such fees to the District.

4320.02      Non Work-Related Court Appearance

Non-work related court appearances will require the employee to use Annual Leave, Management Leave or Compensatory Time-Off (CTO) to the extent that such leave time is available to the employee. If no such paid time off is available, the employee will have to take the time off as unpaid. Requests for non-work court appearance leave should be made as soon as practicable following an employee's receipt of a notice to appear.

4321.00      JURY SERVICE LEAVE

All employees are eligible to receive Jury Service Leave and compensation for regularly scheduled work hours when such employee is serving as a juror for any legally constituted court or government unit.

Upon receipt of a court summons, an employee shall present the summons to the General Manager at least one week, if possible, in advance of Jury Service. The General Manager will make any necessary scheduling adjustments to accommodate the employee's Jury Service.

To receive compensation for work time missed due to Jury Service, employees must select the "standby" option for the jury service, if available. Employees are to report to work until such time as they are actually called to report for Jury Service if they are on the "standby" option and/or if the time required to meet Jury Service obligations is less than five (5) hours per day. Eligible employees who serve on Jury Service will receive their regular District compensation for regularly scheduled work hours. Regular compensation does not include Certification

Compensation, Standby Duty Pay, Call-Out Pay or other special pay provisions. Jury Service hours are not considered as hours worked for overtime purposes.

Pursuant to the California Code of Civil Procedure Section 215(b), employees of the District that continue to receive compensation from the District for work time missed due to Jury Service will not be paid juror fees from the courts. District employees shall complete the court's Fee Waiver Form in this regard and provide the District with a copy of said Form along with the jury certification slips noted below.

All jury certification slips received indicating appearance dates shall be submitted to the General Manager with a copy to the employee's supervisor.

#### 4325.00 MILITARY DUTY LEAVE OF ABSENCE

Subject to presentation of Orders, a District employee shall have the right to a Military Duty Leave of Absence in accordance with state and federal law. An employee seeking Military Leave should present the applicable orders to the General Manager to determine applicable leave rights, compensation, etc. In addition to the presentation of Orders, a District Leave Request Form must be completed by the employee and approved by the employee's Department Director prior to said Leave.

#### 4330.00 PERSONAL LEAVE OF ABSENCE

The District may grant Regular employees unpaid time off for substantial personal reasons at the sole discretion of the General Manager. A Personal Leave of Absence will not be granted unless all Annual Leave, Management Leave and Compensatory Time-Off (CTO) are exhausted. All Personal Leaves of Absence under this policy are unpaid, and reinstatement is not guaranteed, except as otherwise required by law. [No paid leave shall accrue during a personal leave of absence.](#)

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##### 4330.01 Duration

Approved leaves may be granted for a period of no less than seven (7) calendar days and no more than sixty (60) calendar days, except as may otherwise be required by law.

##### 4330.02 Procedure

Request for a Personal Leave of Absence must be submitted in writing to the General Manager at least ten (10) calendar days prior to the Leave commencement date, except when medical conditions or emergency situations make such requirement impossible. Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

##### 4330.03 Reinstatement

Upon return to work, an employee will be reinstated in the same job classification, or to a position of like status, pay and benefit entitlement that he/she held prior to his/her Personal Leave of Absence. Nothing contained herein, however, shall limit the District's right to reorganize, expand or curtail any service. In the event an employee's job is eliminated while he/she is on a Leave, the employee shall be entitled upon his/her return, to the same alternatives and considerations that would have been available to the employee had he/she been working at the time his/her position was abolished. An employee's failure to return from a Personal Leave of Absence by a pre-arranged written date will be considered an Absence Without Notice (see Policy 4511).

4330.04      Benefits

During the period of Personal Leave of Absence, arrangements must be made by the employee to pay applicable group health, dental, vision, life, accidental death and dismemberment, and long term disability insurance premiums which are normally paid by the District and to pay for supplemental benefits that are being paid by the employee through payroll deduction. Retirement benefits, Annual Leave, Management Leave and Sick Leave, and any other leave for which accrual is based on time worked or paid time off, will not accrue for the period of the Personal Leave of Absence regardless of the length of said Leave.

Except as otherwise required by law, when an employee returns to work from an approved Personal Leave of Absence, his/her duration of District employment (see Policy 4050) will be adjusted by the period of time absent from work while on an approved Personal Leave of Absence.

4350.00      HOLIDAYS

To provide paid time-off benefits for its Regular and Part-Time employees, the District recognizes the following holidays for all Regular and Part-Time employees:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day Last	Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Wednesday before Thanksgiving (1/2 day)	Fourth Wednesday in November
Thanksgiving Day	Fourth Thursday in November
December 24 (1/2 day)	December 24
December 25	December 25

Floating Holiday (1 work day)

Approved for use via vacation leave procedures;  
cashed out in November each year if unused

If a holiday falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Friday or Saturday, it will be observed the preceding Thursday. December 24 is an exception, if it falls on a Friday, Saturday or Sunday it will be observed the preceding Thursday. An employee must be in a paid status (either working or using approved District-paid leave) both the work day before and the work day after a designated holiday in order to receive pay for the holiday.

#### 4401.00 EDUCATION ASSISTANCE PROGRAM

The District encourages Regular employees to participate in educational and training activities. In addition to increasing employee job proficiency, this Education Assistance Program is intended to improve work force stability and the District's ability to attract and retain outstanding employees.

The Education Assistance Program is available to all Regular employees subject to the approval and discretion of the General Manager. The Board of Directors shall act as the approval body for programs applicable to District Officers per Board of Directors and Officers Policy 2060 and the General Manager.

Expenses advanced by the District for pre-approved educational and training functions that are not attended by the employee (except for circumstances beyond the employee's control as determined in the discretion of the General Manager) and for which a refund or credit cannot be obtained shall be reimbursed to the District by the employee within thirty (30) calendar days of the date of said function.

When required by law, amounts paid to employees under the Educational Assistance Program shall be reported by the District as income to the employee and payroll withholdings made in accordance with State and Federal law.

##### 4401.01 Certification

Regular employees are encouraged to avail themselves of educational opportunities leading to:

- Certification as a Water System Operator and Water Treatment Operator by the State Water Resources Control Board.

##### 4401.02 On-Duty Education

Regular employees may, with prior approval by the General Manager, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to water operations, to the employee's current position, or one he/she may reasonably aspire to.

Management will annually review and identify areas of training required to maintain technical and administrative capabilities. The District will pay fees, tuition, and approved expenses. The General Manager's approval for all requests for on-duty training must be obtained prior to attendance and/or making reservations.

#### 4401.03 Off-Duty Education

Regular employees who desire to obtain skills and/or knowledge, on a voluntary basis, that enables them to improve their general knowledge base and prepare them for future assignments with the District may seek approval from the General Manager pursuant to this policy.

This education may occur after regular working hours at an accredited university, college, vocational trade school, or through a self-study correspondence course which leads to a certificate, license or diploma related to the general water, administrative and public service functions of the District.

Acceptable accrediting agencies are those recognized by the U.S. Department of Education, Office of Postsecondary Education (OPE), ~~or by~~ the California Bureau for Private Postsecondary Education (BPPE), or the State of California.

Under special circumstances which must be approved in advance, employees may be approved to attend classes during business hours, ~~if, 1) the course is not (and will not be) available during non-business hours or through a correspondence course; 2) the course pertains to a District approved degree program; and 3) the employee arranges a flexible time schedule with his/her Department Director to make up off duty time spent at class during normal business hours.~~

#### 4401.04 Eligibility for Off-Duty Education Financial Assistance

Only Regular employees who are performing their jobs satisfactorily and have an employment duration with the District of more than one (1.00) year are eligible for this program.

The following off-duty education may be considered for financial assistance:

1. Degree (Associates, Bachelors, Masters, other as approved).
2. Specific courses taken for credit relating to water functions.
3. Specific courses taken for credit having a general connection to the functions or mission of the District (i.e., accounting, administrative professionalsecretarial, public administration, welding, chemistry, —information technology, civil engineering, etc.) ~~but not relating to the employee's current position.~~

#### 4401.05 Conditions for Financial Assistance

The following conditions apply for receiving financial assistance from the District:

1. Every course that the employee desires to attend must be approved in advance as applicable by the General Manager (or for the General Manager's course(s), by the Board of Directors.)
2. Reimbursement to the employee upon completion of the course with a minimum final grade of a C or equivalent.
3. For good cause shown and financial need demonstrated, the General Manager may approve an advance payment to employee for use in paying tuition upon employee entering into a written agreement (attached policy 4401.A1) to repay the District within one year for any funds advanced where employee fails to complete the course with a minimum final grade of a C or equivalent. Such written agreement will include employee authorization to withhold payments of up to \$100 per pay period from employee's salary, and the balance (if any) to be deducted from employee's final paycheck upon separation. to the extent permitted by law.
4. Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then the remaining cost will be paid by the District.
5. The contribution by the District shall be limited to \$650.00 per course including tuition, books, supplies, and other expenses, including travel. Contributions and participation in excess of \$650.00 per course by the District may be considered for approval by the General Manager (subject to budgetary approval by the Board).
6. The maximum reimbursement that may be received by an employee in one calendar year shall be \$1,950.00 based upon the date of course completion.

4411.00      DEFERRED COMPENSATION

All Regular District employees are eligible for membership in the District's deferred compensation plan(s). Payroll deductions are available upon request.

Effective as of January 6, 2020, the beginning of the first payroll period in 2020, the Employer shall make a matching contribution on behalf of all regular District employees equal to the amount of an employee's Elective Deferral Contributions and Designated Roth Contributions to the Plan for each payroll period, up to a maximum contribution of three percent (3%) of the employee's Base Salary for the payroll period. Contact the General Manager for information on joining the plan(s).

4420.00      EMPLOYEE EQUIPMENT



Employee tools and safety equipment shall be issued as necessary to perform the work prescribed. The specific equipment and reimbursements provided shall be determined at the discretion of the General Manager and identified in an administrative procedure modified from time to time as operational issues dictate. Failure to utilize required safety equipment in violation of District policies or applicable state/federal requirements is prohibited and will subject an employee to disciplinary action.

Employees shall be provided with uniforms in accordance with Policy 4530.

Employees are liable for any loss or damage caused by negligence or misuse of District-provided employee equipment. Personal use of District-provided employee equipment is not permitted, [and will subject an employee to disciplinary action.](#)

#### 4430.00 EMPLOYEE SUGGESTIONS

Employees are encouraged to provide suggestions to their supervisor, Department Director or to the General Manager that may lead to improvements in District operations, services and conditions in the workplace.

#### 4440.00 MEMBERSHIP IN PROFESSIONAL & TECHNICAL SOCIETIES/ASSOCIATIONS

The District may pay directly or reimburse employees for dues and expenses related to District-approved membership in professional and technical societies and associations which directly benefit the District. District-approved memberships shall be determined by the General Manager, subject to authorized budget limits.

#### 4450.00 TELEPHONE CALLS

The use of District telephones (both landlines and cellular/smart phones) is intended for official District business. While it is understood that the use of District telephones for personal reasons is necessary on occasion "[as an incidental use](#)", this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Employees shall not use District telephones for personal toll/long-distance calls that incur charges.

#### 4501.00 STANDARDS OF CONDUCT

The tenure of every District employee shall be conditioned by good behavior and satisfactory work performance. The District establishes Standards of Conduct to guide employees and to assure a safe, efficient, and harmonious operation of the District. Infractions of District

standards, or other actions inconsistent with the goals of the District, may lead to progressive disciplinary action under the procedures described in Human Resources Policy 4513.

Standards of Conduct for District employees are as follows:

1. Employees shall satisfactorily perform their duties.
2. Employees shall maintain satisfactory attendance and arrive to work on time, with satisfactory and appropriate justification for absences or tardiness.
3. Employees shall demonstrate respect for, and adhere to, assignments and directives issued by supervisors.
4. Employees shall properly and truthfully complete District records or other documents, including the employment application, time cards, leave requests, benefits related documents or requests, and other records of the District.
5. Employees shall not engage in physical altercations with, threats of physical harm to, and physical and/or verbal abuse of employees, customers or the public.
6. Employees shall exercise prudent care and caution in the conduct of their duties.
7. Employees shall observe safety rules, regulations, policies, practices and procedures including the wearing of safety equipment as directed.
8. Employees shall not engage in the theft or unauthorized use/removal of District property.
9. Employees shall not willfully destroy District property or property of others.
10. Employees shall not engage in unauthorized solicitation or distribution of solicitations. With the exception of District related and/or charitable activities specifically approved by the General Manager or Board of Directors, solicitation is prohibited during work time and in work areas. Distribution of unauthorized literature, posters, handbills or notices in work areas or while on working time is prohibited.
11. Employees shall not possess a lethal weapon on District property during employment.
12. Employees shall not report to work under the influence of, or engage in the possession, sale, purchase or use of alcohol, drugs or any substance which would impair their ability to work.
13. Employees shall take and subscribe any oath, affirmation or deposition as required by law in connection with District employment.
14. Employees shall not engage in activities that create a conflict of interest with their duties and responsibilities with the District.
15. Employees shall not engage in discriminatory or harassing misconduct.
16. Employees shall immediately report the loss, revocation, suspension, or restriction of a California Driver's License when such is necessary to operate District vehicles as a condition of employment.
17. Employees shall immediately report the loss, revocation, suspension, or restriction of a State Water Resources Control Board Water Distribution Operator Certificate or Water Treatment Operator Certificate when such is necessary to operate and maintain District facilities as a condition of employment.
18. Employees shall report for required medical examinations or tests or comply with a District request for a physician's statement.

19. Employee shall not engage in conduct blatantly detrimental to District property, its customers, employees and the public or engage in other practices that may be inconsistent with the mission, vision, values, commitments, image, policies, or goals of the District.

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20. Employee shall comply with all directives and refrain from all prohibited actions set forth in this Human Resources Policies Manual, as it may be amended from time to time.

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21. Employee shall not engage in any willful act undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.

22. The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. A plea or verdict of guilty, or a conviction showing a plea of *nolo contendere* made to any offense involving moral turpitude is deemed to be a conviction within the meaning of this sub-section. A crime involving moral turpitude is defined as any intentional act of violence against another (including but not limited to attempted or actual assault, homicide, kidnapping, rape, lewd acts upon a minor), arson, fraud crimes or dishonesty.

#### 4511.00 ATTENDANCE

Punctual, consistent and reliable attendance is an essential function of all District positions.

##### 4511.01 Absence

An absence is defined as any failure to be present for work during scheduled working hours (including overtime). Absences which are excused are detailed beginning with Policy 4301 and concluding with Policy 4350.

##### 4511.02 Lateness

Each employee is required to arrive on time, ready to work and complete a full shift. Supervisors will document and use disciplinary actions to correct persistent patterns of lateness or departing early. Lateness is defined as not being present and prepared to work at an assigned location at a prescribed time.

##### 4511.03 Notification

Employees are required to give their supervisor advance notice, when possible, of lateness or absence. If advance notice is not possible, personal notification by phone should be given directly to the supervisor prior to work starting time. A voice message left in the supervisor's District voice mail box or by an electronic mail (e-mail) message left in the supervisor's District e-mail box is acceptable for meeting the notification requirement if authorized by the employee's supervisor. The use of the District's answering service to communicate an absence, except in cases of extreme emergency, is

strictly prohibited. Employees may call into the District before and after business hours on the District's "Private Line" telephone number that is listed on the District telephone directory that is periodically furnished to all employees.

Leave Request Forms are required to document all absences. Leave Request Forms shall be completed by the employee and provided to the supervisor within the first eight (8) hours upon return to work.

Employees who are absent must maintain contact with their supervisor daily unless the employee is on approved leave or has provided a doctor's certificate covering a specified period.

In case of extended illness, arrangements should be made by the employee to have his/her condition reported to the District at frequent intervals so work assignments can be delegated to others.

#### 4511.04 Job Abandonment

Where an employee is not on a leave protected by applicable law, an absence without notice for three (3) consecutive days shall be deemed abandonment of District employment and will be treated as a voluntary resignation.

The employee may be eligible for reinstatement after job abandonment only in exceptional circumstances. A Request for Reinstatement must be submitted in writing by the employee to the General Manager detailing the reasons for the absence and explaining why the employee could not have provided the notice required by these rules. Reinstatement Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

#### 4511.05 Disciplinary Action

Chronic absenteeism, lateness, early departure, leave-without-pay or other infractions of attendance standards are grounds for disciplinary action.

### 4512.00 HARASSMENT AND DISCRIMINATION PREVENTION POLICY

#### 4512.01 Purpose

All employees, applicants, volunteers, and independent contractors ("workers") working for the District are to be treated with respect and dignity. The District is committed to providing an atmosphere free of harassment and discrimination based on such factors as race, religion, creed, national origin or ancestry, physical or mental disability, medical condition, genetic condition, pregnancy (including childbirth or related conditions), marital status, gender or gender identity/expression, sex, age, sexual orientation, family

care or medical leave status, military or veteran status, or any other characteristic protected by law.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and the District. The District will not tolerate harassment of, or discrimination or retaliation against, its workers by directors, managers, supervisors, co-workers, or anyone conducting District business. Similarly, the District will not tolerate harassment of its workers by others with whom the District has a business, service, or professional relationship (including members of the public).

This Policy does not restrict nor inhibit any supervisor from their responsibility or in their ability to direct, critique and discipline employees in a non-discriminatory, non-retaliatory manner.

Failure to follow this Policy may result in disciplinary action, up to and including termination of employment.

#### 4512.01 Procedures

##### 1.0 Harassment Prohibited

Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, evaluation, assigned duties or any other condition of employment or career development. This Policy prohibits harassment in any form, including:

- 1.1 Verbal or Written harassment such as epithets, jokes, nicknames, derogatory comments or slurs based on any basis protected by law. By way of example, this would include inappropriate comments on appearance, including dress or physical features;
- 1.2 Physical harassment such as assault, touching, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of any protected classification. As examples, this could be conduct in the form of pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts; and
- 1.3 Visual harassment such as derogatory posters, cartoons or drawings, gestures or leering based on one of the categories of protected status.

1.4 Sexual harassment includes, any unsolicited, offensive or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:

1.4.1 Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;

1.4.2 Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or

1.4.3 Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.

1.4.4 Sexual harassment also includes gender-based harassment by a person of the same gender.

1.4.5 Prohibited sexual harassment need not be motivated by sexual desire to be unlawful or violate this Policy.

1.4.6 Electronic communications can constitute harassment. This Policy prohibits all types of conduct that fall within the definition of harassment, including e-mails and text messages.

1.4.7 Harassment involving the public includes either harassment of (a) any member of the public by any person conducting District business or otherwise representing the District, or (b) any worker in the conduct of his or her job duties by any member of the public.

## 2.0 Retaliation Prohibited

Retaliation against an employee for reporting violations of this Policy in good faith, or for participating in the investigation of a harassment or discrimination complaint, is strictly prohibited.

## 3.0 Procedures regarding all complaints of potential harassment including retaliation

### 3.1 Employee Responsibility

It is important that employees inform the District as soon as possible about any prohibited harassment because nothing can be done to remedy the situation if the District does not know that it exists.

3.1.1 Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with another employee, the individual should immediately report the conduct to one of the persons listed below.

3.1.2 Any individual who believes that they have been or are being harassed in violation of this Policy shall immediately report this violation to his or her supervisor, the General Manager, the District's designated Human Resources staff or any District supervisor with whom the individual feels comfortable speaking. Complaints about the General Manager should be directed to the District's General Counsel or Board President (who shall immediately notify the General Counsel to coordinate an appropriate inquiry and response).

3.1.3 Any individual who is aware or suspects that another person has been harassed in violation of this Policy shall report this violation to his or her supervisor, the General Manager or any District supervisor with whom the individual feels comfortable speaking.

### 3.2 Supervisor Responsibility

3.2.1 Each supervisor has the responsibility of maintaining a work environment free of harassment. This responsibility includes being available to discuss this Policy with the workers that they supervise and to assure the workers that they are not required to endure any form of prohibited harassment. If someone reports a harassment allegation to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and reporting the allegation of harassment to the General Manager or the designated Human Resources staff.

3.2.2 Any supervisor who fails to take appropriate action to report or address harassment, discrimination or retaliation issues can and will be disciplined by the District.

### 3.3 Investigation

The District will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge. The District's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties and witnesses involved. Complete confidentiality cannot occur, however, due to the need to investigate fully and to take effective remedial action. Whenever appropriate, the supervisor of the affected department(s) may be informed that a complaint has been filed. The General Manager is responsible for directing an investigation into such allegations and for implementing appropriate remedial action, where warranted. The District will not disclose a completed investigation report except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or as otherwise required by law.

### 3.4 Resolution

3.4.1 After investigation, the District will communicate the confidential findings (i.e., sustained, not sustained, or inconclusive) to the complainant, the alleged harasser, and members of management with a legitimate need to know.

3.4.2 If there is a finding that harassment in violation of this Policy or applicable laws has occurred, the District will take appropriate and immediate action to end any harassment and prevent its recurrence. Where appropriate, the District may first work to resolve the matter informally. If the matter is not suitable for informal resolution, appropriate formal action will be taken pursuant to applicable policies and agreements. If formal action is required, the complainant may be required to testify at a hearing.

### 3.5 Discipline

Any employee found to have violated this Policy will be disciplined. Specific action taken will depend upon the specific circumstances.

### 4.0 Harassment Involving the Public

4.1 The District strictly prohibits harassment of any member of the public by any person conducting District business or otherwise representing the District.

4.2 Dealing with the public can be challenging and sometimes contentious. While employees are expected to interface with the public as their duties dictate, sometimes in difficult or even volatile situations, employees are not expected to endure actual harassment by members of the public. If an employee feels that he or she is being subjected to harassment by a member of the public, the employee should report such harassment to his or her supervisor (or other person listed above) for investigation and appropriate action. Employees will not be penalized for refusing to tolerate harassment from a member of the public.

### 5.0 Further Information

Employees are urged to contact the General Manager if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California Department of Fair Employment and Housing ("DFEH") provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated against for complaining, that person may file a complaint or obtain additional information from DFEH at 1-800-884-1684 or <http://www.dfeh.ca.gov>.

~~[This is to acknowledge that I have received, have read, and understand the District's Harassment and Discrimination Prevention Policy.](#)~~



~~Date: Signature: Printed Name:~~

4513.00 DISCIPLINARY PROCEDURE FOR REGULAR EMPLOYEES

This Disciplinary Procedure Policy applies to ~~Regular~~ employees ~~(i.e. those~~ who are not “at will” and who have successfully completed the applicable probationary period.) The District has and desires a culture of coaching and training employees to address many performance and conduct concerns. However, some situations require a more formal type of corrective action where they involve: (a) repeated or more serious performance deficiencies or (b) significant misconduct. Depending upon the facts and circumstances involved in each situation, the District may choose to begin disciplinary action at any step. In general, however, discipline should follow a pattern of increasing severity as causes for discipline are more serious and persist.

4513.01 Minor Discipline

Minor discipline may be imposed without reference to the procedural requirement of Section 4513.03 of this Policy. Minor discipline includes verbal warnings, written reprimands, change in work hours, and reassignment without reduction in pay. Minor disciplinary actions may be appealed to the General Manager, whose determination shall be final.

4513.02 Major Discipline

The following disciplinary actions require compliance with the procedures of Section 4513.03 of this Policy. The following procedures may be taken by the appropriate level of management to correct misconduct or performance deficiencies of ~~“for cause”Regular~~ employees (i.e., those regular employees who are not “at-will”. Forms of major discipline are:

- A. **Suspension Without Pay:** An ordered interruption of duties for one or more days without pay. Minor suspensions of five work days or less are not subject to the pre-disciplinary procedure below in 4513.03.A and B, but are subject to the post-disciplinary appeal procedure in Section 4513.D.
- B. **Salary Reduction:** A reduction in pay from within the employee’s current range to any lower salary within that range, as such range is recorded in the District’s current salary schedule.
- C. **Demotion:** A reduction from a position in one classification to a position in another classification having a lower salary range affected for disciplinary purposes. (Demotions resulting from employee’s inability to perform required duties, organizational changes, or layoffs are not disciplinary.)
- D. **Dismissal:** Discharge from District employment for disciplinary purposes. A disciplinary dismissal does not include I)layoff or similar release from employment based on a determination by the District that the needs of the District

do not require continuation of the employee's position or II) release due to inability to perform all essential functions of the employee's position, with or without a reasonable accommodation; a release for either reason ~~employee's position~~ is not a disciplinary dismissal and is not subject to the \_\_\_\_\_ procedures in Policy 4513.

#### 4513.03 Disciplinary Procedures for Major Discipline

A. Notice of Proposed Discipline: Before imposing major discipline (other than suspensions of five work days or less), the District shall deliver to the employee a written notice of the proposed major discipline. The notice of proposed discipline shall be prepared by the Department Director. Such notice shall be personally served on the employee or sent by traceable overnight delivery service (e.g. Golden State Overnight, Federal Express, etc.) to the employee's place of residence as shown on the records of the District. The notice shall contain the following:

- 1) The type and effective date of the proposed disciplinary action.
- 2) A statement of the reasons for the proposed discipline and applicable Policies, rules, etc. The statement of reasons shall contain such specifications as to give a reasonable person a fair opportunity to understand and respond to the reasons.
- 3) If the reasons are based upon documents or materials, the notice shall include copies of the documents or materials considered or relied upon in reaching the determination of proposed discipline.
- 4) Notice of the employee's right to respond either verbally in a pre-disciplinary meeting or in writing, the date, time, place, and person to whom response may be made, and inform the employee a representative of the employee's choice may accompany the employee to the conference, should he/she choose to respond verbally. The notice should also inform the employee that failure to respond within the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
- 5) The General Manager may, in his or her discretion, approve the temporary assignment of an employee to a status of paid administrative leave during any administrative investigation or during the disciplinary process.

B. Employee's Response ("Skelly" meeting). The employee shall have ten (10) calendar days from the date of receipt of the notice to respond to the notice by submitting a written or verbal response. A written response shall be made to the person indicated in the notice. If the employee elects to respond verbally, the meeting to respond shall be known as the Skelly meeting. The Skelly meeting may be conducted by the Department Director or designee. In the Skelly meeting, the employee may be represented by legal counsel or other personal representative, but not by any person involved in the issues or incidents giving rise to the proposed discipline.

C. Notice of Final Disciplinary Action: After the employee has had an opportunity to respond and the pre-disciplinary (Skelly) process is complete, the Department Director or his/her representative shall notify the employee in writing of the final disciplinary action to be imposed upon the employee (if any), the reasons for the disciplinary action, the charge(s), and the effective date(s) of the disciplinary action. The notice shall also advise the employee of the right to appeal, however an appeal shall not delay or otherwise impact the effective date of the final discipline.

D. Post-Disciplinary Appeal from Major Discipline. An employee may appeal a dismissal, demotion, pay reduction, or suspension without pay by filing a written request with the General Manager within five (5) business days of the date of the Notice of Final Disciplinary Action. The appeal shall include the reasons for the appeal.

The General Manager shall set a date for an evidentiary appeal hearing (which shall be held within sixty (60) days of the request for appeal, absent unusual circumstances) and shall provide written notice of the date, time, and location of the hearing to the employee. The employee may be represented by legal counsel and/or by a representative, but not by any person involved in the issues or incidents giving rise to the disciplinary action.

In his or her discretion, the General Manager may conduct the hearing personally (with assistance of counsel) or arrange for a neutral hearing officer to conduct the hearing and then render an advisory written decision for the General Manager's consideration and decision regarding final discipline. In such case, the hearing officer may be selected by agreement among the parties or the parties may obtain a list of qualified potential hearing officers from the State Mediation and Conciliation Service and select the hearing officer by alternating strikes. The hearing officer should have experience conducting similar types of appeal [hearings](#) and will establish procedures for conducting the hearing. The cost of a hearing officer shall be shared equally by the District and an employee organization that represents the employee, if any.

At the evidentiary appeal hearing, witnesses will testify under oath, the parties have the right to introduce relevant oral and written evidence on his/her behalf, and to confront and cross-examine adverse witnesses. To the extent possible, hearings shall be informal, and the technical rules of evidence need not be followed. Any evidence upon which reasonable people may rely in the conduct of serious affairs may be admitted, at the discretion of the General Manager/hearing officer conducting the hearing. A written record of the hearing may be prepared in the discretion of the General Manager or hearing officer (if any), the cost of which shall be shared by the parties. The District and the employee shall each bear their own expenses, fees and costs. Absent good cause to the contrary (as determined by the General Manager/hearing officer), the employee's failure to appear personally at the appeal hearing shall be deemed a withdrawal of the appeal.

If the General Manager presides personally over the hearing, then the General Manager shall render a written decision within twenty (20) business days from the date of the

conclusion of the appeal hearing (or from the receipt of the written transcript and closing briefs (if any), if requested by the General Manager). If a hearing officer presides over the hearing, then the hearing officer shall render an advisory written decision in accordance with the timeline above, and the General Manager shall render a written decision regarding final discipline within ten (10) business days of receiving the hearing officer's advisory decision.

The General Manager's decision shall be the final step in the District's administrative process, subject to review as provided by law in Code of Civil Procedure sections 1094.5 and 1094.6.

If the disciplinary action is subsequently revoked or lessened, the employee is entitled to reimbursement for the interim loss of District pay, if any. Reimbursement is limited to the period of time between the effective date of disciplinary action and the date of final decision on the appeal. No reimbursement may be made for any portion of the period during which the employee was not ready, willing and able to perform the duties of his/her position.

#### 4514.00 GRIEVANCE PROCEDURE

The grievance procedure provides ~~"for cause"~~<sup>Regular</sup> employees a means for settling disputes involving the interpretation, application or enforcement of District policies as quickly as possible, and at the lowest possible level of authority. The grievance procedure, however, is not applicable to:

- Employee discipline or employee evaluations;
- Performance improvement plans, training assignments;
- The determination of the contents of a job classification or decision to reclassify (or not to reclassify) a position;
- The determination of procedures and standards for employment and promotion; or
- Challenges to layoffs, transfers, denial of reinstatement or denial of advancement.
- Release for inability to perform essential job functions with or without a reasonable accommodation.

NOTE: complaints of harassment, discrimination or retaliation are not subject to this procedure but rather should be processed in accordance with Policy 4312.

Each step in the grievance procedure is meant to completely resolve the complaint or problem. The steps are to be taken in progressive steps; the employee moves on to the next step only if the problem has not been resolved.

#### 4514.01 Grievance Steps

Step One: The employee filing a grievance ("the grievant") must notify his or her Department Head in writing of a grievance within five (5) business days of the event(s) giving rise to the grievance. If the grievant is unaware of the event(s) within that time

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frame, then the five (5) day initial reporting period shall run from the time when the grievant learned of the event(s) or reasonably should have learned of them. The Department Director will set a meeting with the grievant and a member of the designated Human Resources staff within five (5) business days to discuss the grievance. The Department Head will issue a written determination on the grievance within five (5) business days of the meeting with the employee.

Step Two: If a satisfactory result is not reached at Step One, the grievant may appeal in writing to the General Manager. Such appeal must be submitted within five (5) business days of the Department Director's written decision at Step One. The General Manager shall schedule a meeting with the grievant (and any others the General Manager deems appropriate to include) to discuss the grievance. After the meeting, the General Manager may, in his or her discretion, investigate the grievance further and talk with anyone involved or anyone who might contribute to the facts. The General Manager will return a written decision within ten (10) business days of the meeting with the grievant. The General Manager's decision shall be final and binding.

#### 4520.00 EMPLOYEE CONFLICT OF INTEREST

The District recognizes the right of employees to engage in private activities away from their employment. However, the following rules will apply to assess and prevent potential conflicts of interest from arising. Failure to adhere to the rules governing conflict of interest may lead to disciplinary action up to and including discharge from employment with the District. Designated employees may also be subject to the provisions of Policy No. 1035, Conflict of Interest.

##### 4520.01 Interference of Adversity Prohibited

No employee shall engage in outside work that will interfere with his or her District job.

##### 4520.02 Gratuities

No employee shall accept personal gratuities or tips offered for District services rendered to a customer or prospective customer.

##### 4520.03 District Time, Equipment and Materials

No work not related to the business of the District shall be done during regular hours of employment and no District facilities, equipment, labor or supplies may be used to conduct such work.

Transportation in District vehicles of persons other than Directors, Officers, employees, agents of the District, or authorized guests, is prohibited [and will subject the employee to discipline](#).

Employees should discourage personal telephone calls and visitors during work hours.

##### 4520.04 District Liability

Employees shall not discuss opinions or comments regarding District liability in any matter with the public. Management shall be advised in all instances regarding customer relations problems that cannot be satisfactorily resolved.

#### 4530.00 UNIFORMS AND DRESS CODE

##### 4530.01 Work Attire

District employees are expected to observe good habits of grooming and personal hygiene, and (for office workers) to dress professionally in an appropriate manner for a business office during business hours. A neat, tasteful appearance contributes to the positive impression District employees make on our customers and service partners.

District logo shirts or sweaters are encouraged and acceptable except where more formal attire is warranted for the occasion (e.g. a court appearance.) On the other hand, while no policy can address every form of problematic attire, employees are advised that tank tops or other beach/recreational wear, revealing clothing or clothing/hats bearing messaging (e.g., purported humor, political messages, sports logos, etc.) are prohibited. For special occasions designated by the General Manager, a type of clothing usually prohibited may be permitted for the day (e.g. sports team shirts, hats or jerseys).

For all District employees, attire must be clean, well-maintained, and appropriate for the assigned work area or work event. Distracting or safety-impacting personal adornments (such as piercings, brands or tattoos) may, in the General Manager's discretion, be required to be removed or covered while an employee is on duty. Any employee with questions about acceptable work attire should immediately seek guidance from the employee's supervisor or the General Manager.

##### 4530.02 Facial Hair

All facial hair will be kept neat and trimmed. In certain positions, at the supervisor's discretion, facial hair may be disallowed due to safety concerns.

##### 4530.03 Uniforms

The positions for which employees are required to wear District-provided uniforms or personal protective equipment, and the uniform and equipment requirements themselves, are described in more detail in the administrative uniform procedure.

#### 4601.00 EMPLOYEE ORIENTATION

A new or rehired employee will be given an orientation to District policies and benefits and the responsibilities of their employment position. This orientation shall begin on their first day of employment unless circumstances make this impractical.

As directed by the General Manager, the employee orientation process will be conducted and documented by District department directors, managers, administrators and other personnel and include, but not be limited to, the following subjects:

- Human Resources Policies
- Employee Benefits
- Job Duties and Standards for Acceptable Behavior and Job Performance
- Safety

4610.00 PERFORMANCE EVALUATION

Each employee, upon being selected for employment or upon changing jobs while in District employment, shall receive frequent, informal performance feedback and may, at the discretion of the applicable supervisor in consultation with the next-higher-manager, receive a short-form performance evaluation at the end of the first six months in their employment position. Every probationary employee will be evaluated at the end of the applicable probationary period approaches and prior to being approved for “regular” status. Thereafter, employees will be evaluated annually (or more frequently) thereafter as directed by the General Manager. The purpose of this evaluation will be to provide guidance to the employee with a review of his/her overall job performance within the assigned work areas. The performance evaluation may also be used as a basis for determining employment retention, dismissal, and/or salary adjustment.

The performance evaluation will be facilitated by the employee’s Department Director. The Department Director may include other supervisory employees in the evaluation process.

The employee Evaluation Form shall be completed by the employee’s supervisor(s) if so directed by the Department Director, and submitted to the Department Director for review and comments. The form shall be reviewed, with the opportunity to add written comments, by each supervisor up the chain of command if requested, concluding with the Department Director.

Completion of the Evaluation Form shall be followed by a Department Director/ supervisor(s)/ employee meeting at which time the evaluator(s) and employee shall have an opportunity to express his or her comments about the evaluation in general and with reference to any segments of the performance evaluation specifically. The Department Director and supervisor(s) shall sign the Evaluation Form at the conclusion of the meeting and the employee shall be given a signed copy of same. The employee will be requested to sign his/her evaluation. The employee may provide written comments to the Department Director for attachment to the evaluation within five (5) working days of the Department Director/ supervisor(s)/employee meeting, and the employee’s comments shall be maintained together with the evaluation in the employee’s personnel file. The Department Director shall then submit the employee’s Evaluation Form together with any employee comments to the General Manager. Performance evaluations are not subject to the disciplinary appeal or grievance procedures.

The General Manager shall serve as the evaluator for his/her direct reports.

The performance evaluation shall not preclude the day-to-day needs of employees regarding guidance, assistance, corrective action, and employer/employee relations in general.

The District provides various forms of training and development support geared both to current job skills and requirements and to employees seeking to improve their general knowledge. Employees are encouraged to communicate in all areas of job interest, in a timely fashion, to their immediate supervisor, who in turn shall report said communication to his or her supervisor. Upon retirement or separation of employment with Citrus Heights Water District, an exit interview may be prepared consistent with the protocol above as reasonably practical and maintained in the employee's personnel file.

#### 4611.00      PROMOTIONS

Promotions generally result in an increase of responsibility within a category of jobs (e.g., from Water Distribution Operator II to Water Distribution Lead Worker/Operator) or to another job category, or to another department. Promotions are not automatic when an individual reaches the top of his/her salary range. Promotions may be made from the existing work force providing an employee is qualified to fill the position. Employee performance evaluations, interviews, and supervisor and management observations will provide the primary source to determine job suitability. A District employee who promotes to a higher position will be subject to a promotional probationary period in conjunction with District policy.

#### 4701.00      SAFETY OFFICER

One (1) Regular employee of the District will be designated in writing by the General Manager to perform, as a collateral duty, the duties of Safety Officer.

The overall duty of the Safety Officer shall be to help the District achieve the greatest practical degree of freedom from injuries / illnesses and to insure that every employee is provided safe and healthful working conditions, free from recognized hazards. Responsibilities for the Safety Officer shall be as set forth in the District's Injury and Illness Prevention Program (IIPP) (see Policy 4702), Return to Work Program (see Policy 4730) and other responsibilities and duties as assigned from time to time by the General Manager. The Safety Officer will serve as the Team Lead of the District's Loss Prevention Program.

Safety Officer will have increased responsibilities for which the designated employee (other than the General Manager) shall receive a 5% Safety Officer Training/Coordinator Premium.

#### 4702.00      INJURY AND ILLNESS PREVENTION

It is the policy of Citrus Heights Water District to achieve the greatest practical degree of freedom from accidents and to insure that every employee is provided safe and healthful working conditions, free from recognized hazards. To this end, the District shall institute and maintain an



Injury and Illness Prevention Program (IIPP) based on the model IIPP program provided by the Association of California Water Agencies - Joint Powers Insurance Authority (ACWA-JPIA). The IIPP shall be reviewed annually and updated as necessary.

Injuries are costly to the individual worker, often significantly changing the employee's future or impairing the security of the employee's family. They are also costly to the District, both directly and indirectly, with indirect costs often being much higher than the direct costs. It is the firm and continuing policy of the Board of Directors that industrial accidents shall be significantly reduced or eliminated with the use of reasonable administrative procedures, engineering controls and by the aggressive promotion of safe work practices within the District.

Each employee has a responsibility to themselves for their own safety, as well as a responsibility to their family, to their fellow workers, to their community, and to their employer in the performance of their duties. Therefore, employees shall be expected to observe safety practices, rules, and operating procedures, as well as instructions relating to the efficient performance of their work. Optimum safety and efficiency in District operations is reached only when all employees are keenly alert and safety conscious.

4702.10      Safety Committee

The District shall establish a Safety Committee to support the Injury and Illness Prevention Program and to ensure that employees are provided safe and healthful working conditions, free from recognized hazards.

4702.11      Composition

The Safety Committee shall be composed of the following five (5) members:

1. The District's Safety Officer shall serve as the Chair of the Safety Committee.
2. One (1) representative from Administrative Services shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
3. Two (2) representatives from Operations shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
4. One (1) representative from Engineering shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.

4702.12      Coordination and Responsibilities

The Safety Committee meets monthly. The meeting date, time and place will be determined by the Safety Committee members and coordinated by the Safety Officer as the presiding member.

The Safety Committee's primary responsibility is to review all reports of incidents or accidents submitted to the Safety Officer, determine cause and recommend actions to be taken to eliminate hazards or educate/train employees on safe work practices and techniques. The Safety Committee will conduct inspections of District facilities at least once a year, to document hazards, and recommend actions needed to eliminate or minimize the risk to employees. In addition, the Safety Committee will prepare written records of the safety committee meetings, review results of the periodic scheduled inspections, review investigations of accidents and exposures and make recommendations to management for the prevention of future incidents, investigate alleged hazardous conditions, and evaluate employee safety suggestions and make recommendations to the General Manager for action by the Board of Directors.

#### 4703.00 INJURY AND ILLNESS REPORTING

All job-related injuries and illnesses, regardless of severity, must be reported immediately to the affected employee's supervisor, the Safety Officer, the designated Human Resources staff and the General Manager in order to provide prompt and trained evaluation and medical attention, if necessary, and to ensure accurate and timely reporting for Cal-OSHA and Worker's Compensation Insurance. Additional procedures for reporting and actions to be followed by the affected employee, the employee's supervisor and other District staff are contained in the District's Injury and Illness Prevention Program and Return to Work Program (see Human Resources Policy 4730).

#### 4710.00 SMOKING IN THE WORKPLACE

The District shall provide a smoke free workplace. Smoking (including e-cigarette use or vaping) is not permitted at any location where employees, customers and the public may be exposed to secondhand smoke, including:

- In District buildings.
- Within 20 feet of District building exterior doors, operable window openings, or heating/air conditioning units, or within 20 feet of a walkway used for entering or passing between District buildings.
- In District vehicles.
- At District groundwater well sites.

#### 4730.00 RETURN TO WORK PROGRAM

In an effort to minimize serious disability due to on-the-job injuries and to reduce workers' compensation costs, the District will develop and maintain a Return to Work Program. This policy is consistent with the District's responsibilities under the Fair Employment & Housing Act to provide reasonable accommodations to persons with disabilities.

The Program will consist of a team effort made by supervisors, representatives of the District's workers' compensation insurance carrier, the medical provider, the injured employee, and other District staff. All team members are expected to assist in returning the injured employee to a productive status.

Supervisors will assist by directing the employee to appropriate care and assisting in proper reporting of the injury while maintaining regular, substantive communication with the injured employee. They will also assist in arranging work that meets modified work restrictions, as needed, to reduce lost time. The District will work with the representatives of the District's workers' compensation insurance carrier to assist with determining the employee's ability to return to work in accordance with medical recommendations.

4730.01 District Responsibilities

The District shall be responsible for developing and maintaining the Return to Work Program, including any procedures and forms necessary to administer the Program, and providing information to employees regarding the Program.

4730.02 Employee Responsibilities

The injured employee shall be responsible for cooperating with and communicating with his or her supervisor and other District staff, the physician that is treating his or her injury and the District's workers' compensation insurance carrier, to support efforts to assist the employee in returning to productive work as soon as possible.

4740.00 REASONABLE ACCOMMODATION

It is the policy of the District not to discriminate against any qualified person on the basis of mental or physical disability. If an employee needs a reasonable accommodation, the employee should personally notify the General Manager as soon as possible. Reasonable accommodation may include such things as modifications to the work environment, purchase of auxiliary aids, structural accessibility changes in the workplace, modified schedule, and temporary leave from work; however, the District is not required to alter the job duties of the employee's position. While temporary light duty may be an appropriate accommodation, the District is not required to permanently alter the essential duties of the employee's position.

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4740.10 Interactive Process

Upon receiving a request for accommodation, the District will engage in a reasonable, interactive process with the employee to ascertain whether the employee is a qualified individual with a disability and, if so, whether any reasonable accommodations are available to permit the employee to perform the essential job duties of employee's position. (The District can also independently commence the interactive process with an employee if it acquires information to suggest that the employee needs a reasonable accommodation in the workplace). The District welcomes the employee's input in this process and will consider any and all suggestions for reasonable accommodations. The

District retains the ultimate discretion to determine whether to provide a [reasonable accommodation](#) and, if so, which one to provide. In connection with a request for a [reasonable accommodation](#), employees may be required to provide supporting medical documentation, which will be kept by the District in a confidential medical file.

#### 4800.00 EMPLOYEE SEPARATION

##### 4800.01 Categories of Separation

When employees leave the District, they will be assigned to the following categories of separation:

- A. Resignation: A voluntary separation, including:
- Resignation with or without notice.
  - Failure to return from a leave of absence.
  - Failure to return from a reduction-in-force upon recall.

Employees who resign are required to file a written statement of voluntary resignation with the Human Resources Specialist.

- B. Release: A separation in which the employee is removed from the payroll for non-disciplinary purposes. Releases may result from the employee:
- Not being qualified for the type of work assigned and no other work is available.
  - Due to a reduction in the District work force.
  - [Inability to perform essential job functions with or without a reasonable accommodation.](#)
  - For other reasons that are typically not the fault of the employee.
- C. Deceased: The death of an employee in active employment.
- D. Retirement: A voluntary separation which usually includes qualification for benefits under the District's retirement plan.
- E. Discharge: A separation in which the employee is dismissed and removed from the payroll for violation of District Standards of Conduct, safety regulations, or unsatisfactory job performance for which the employee is at fault.

##### 4800.02 Notice to Employee

The District shall provide employees with written notice of separation of employment from the District.

#### 4810.00 LAYOFF OR REDUCTION OF WORK FORCE

The District expects to maintain steady employment for each employee. However, circumstances may require adjustments in personnel by means of a reduction of work force. Before competent employees are separated due to lack of work, every effort will be made to reassign them to another position within the District (see also Policy 4513).

4810.01      Procedure

If the number of employees must be reduced, the reduction will occur beginning with Temporary Employees.

Further reductions will be based on operational needs and performance history. Within a given classification where the number of positions is being reduced, layoffs among incumbents will be determined based on operational need (e.g. required skill sets and certifications) and performance history over a period not to exceed the prior five (5) years.

The District reserves the right to retain certain Regular Employees without regard to duration of District employment because of the employee's special knowledge, skill, training, or experience.

Employees will receive at least ten (10) working days' written notice from the General Manager if they are to be released due to a reduction of work force. At the General Manager's discretion, the affected employee(s) may be placed on paid administrative leave for some or all of the notice period. Employees will receive payment for accrued Annual Leave, Management Leave and Compensatory Time-Off due to a reduction of work force. Payment will be made at the time of the final paycheck.

Employees will be placed on a recall list for twelve (12) months following separation due to reduction in work force. Recall from the list will be based on first operational need, and then performance history. Any former employee on the recall list who retires while on the list remains eligible for recall, but would have to comply with applicable CalPERS requirements if recalled to active service.

4820.00      CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

4820.01      Membership

The District is a member of the Public Employees' Retirement System of the State of California (CalPERS) and membership is governed by CalPERS eligibility regulations.

4820.02      Retirement and Other Benefits for CalPERS Members

Requirements for vesting in the CalPERS retirement system, service retirement or disability retirement, death benefits and other CalPERS benefits are set forth in the

District's contract(s) with CalPERS and by regulations and procedures established and enforced by CalPERS. Employees are encouraged to visit the CalPERS website, my.calpers.ca.gov, for more information about their CalPERS retirement options and benefits or to contact the General Manager for more information about CalPERS benefits.

4820.03      Separation of Employment

Upon separation of employment, an employee will have various options regarding their CalPERS contributions and status depending upon their years of service and vesting in the CalPERS retirement system. Employees are encouraged to visit the CalPERS website, my.calpers.ca.gov for more information regarding their options upon separation of employment or to contact the General Manager for more information.

4820.04      Employee CalPERS Contributions

Requirements for employee contributions toward their CalPERS retirement benefit are set forth in the District's contract with CalPERS and by regulations and procedures established and enforced by CalPERS.

4820.05      District CalPERS Contributions

Requirements for District contributions toward employees' CalPERS retirement benefits are set forth in the District's contract with CalPERS and by regulations and procedures

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4830.00      INSURANCE BENEFITS FOR RETIREES RETIRING BETWEEN JUNE 3, 1992 AND MARCH 19, 1996

Subject to the eligibility requirements and levels below, and subject to the retired employee's enrollment in Medicare upon reaching eligibility for such benefits, the District provides the following retiree health insurance benefits. Except as otherwise required by law, no particular form or level of insurance benefit is guaranteed, but rather is subject to the discretion of the Board of Directors as it may direct from time to time.

4830.01      20 Year Service

Retired employees with twenty (20) years of employment by the District are provided with health insurance of the District's choice at District expense upon retirement for the retiree if requested.

4830.02      25 Year Service

Retired employees with twenty-five (25) years of employment by the District are provided with health insurance of the District's choice at District expense for the retiree and his/her spouse/dependents if requested.

Retired employees with twenty-five (25) years of employment by the District who either have no spouse/dependents or do not desire coverage for same may elect the insurance benefit applicable for thirty (30) year service.

4830.03      30 Year Service

Retired employees with thirty (30) years of employment by the District are provided with health, dental, and vision insurance of the District's choice at District expense. Spouse/Dependents of a retired employee with thirty (30) years of employment by the District are provided with health and dental insurance at District expense.

4830.04      Basis for Calculating Length of Employment

For the purpose of calculating length of employment to determine insurance benefits for retirees, total employment by the District, whether as a Regular or Probationary employee, will be the base. Such employment need not be continuous.

4830.20      Application of Policy

This policy shall continue to apply to retired employees for whom this policy was in effect upon their retirement.

Employees that retire after the amended date above are subject to the provisions of Insurance Benefits for Retirees Policy 4831.

4831.00      INSURANCE BENEFITS FOR RETIREES

For employees hired prior to January 31, 2019 who have not opted into the District's health reimbursement account benefit program, the District will participate in the cost of health, dental and vision insurance coverage for retired employees and their qualified spouse, registered domestic partner, and dependents based upon length of employment with the District. Employees hired on or after January 31, 2019 will have the option of the District's health reimbursement account benefit, but no other retiree insurance benefits under this Policy.

4831.10      Length of Employment And Eligibility

For the purpose of calculating the length of employment to determine the District's participation in the cost of insurance benefits for retirees, total employment calculated/credited by PERS as years of service as an employee of Citrus Heights Water District shall be the basis and shall not include credit for years of service attributed to accrued sick leave or credit for purchased years of service time. Such employment shall be cumulative and need not be continuous. No credit will be provided for employment with the District in a Temporary capacity.

Employees must have been employed by the District for a minimum of twenty (20.00) years to qualify for benefits under this Policy and must enroll in Medicare/utilize Medicare as primary upon reaching Medicare eligibility. Employees retiring from the District with less than twenty (20.00) years of service do not qualify for benefits under this Policy.

4831.20 Application of Policy

This policy shall apply to employees retiring from the District following the date of its adoption, March 19, 1996.

Insurance benefits afforded to employees that retired prior to the adoption of this policy shall continue to be governed by the policies, terms, or conditions existing at the time of said prior retirements (see Policy 4830).

4831.30 Qualification of Spouse/Registered Domestic Partner/Dependents

The spouse, registered domestic partner and/or dependents of the employee as of the date of retirement from the District are eligible to participate in the benefits of this Policy. A spouse, registered domestic partner and/or dependents added after retirement are not eligible for participation. Qualified dependent children are eligible to participate up to the age limits as defined by state and/or federal health care regulations.

4831.40 Selection of Benefits

A retiree can choose either to obtain health, dental and vision insurance on their own for themselves and their qualified dependents or, at the time of retirement, the retiree and each dependent covered under the District's insurance plans, while the retiree was on active status, will be offered the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) option to continue health insurance coverage under the "qualifying event" provision as set forth in the law.

Retirees or their surviving dependents, as defined in Section 4831.30 of this policy, shall be eligible to receive reimbursement from the District in an amount not to exceed the maximum District financial participation shown in Section 4831.50 of this Policy. Reimbursement shall be made only upon presentation of written proof of coverage and proof of payment in a form acceptable to the District. Written proof of coverage must be provided to the Human Resources Department at the beginning of each calendar year before any reimbursement will be issued for the remainder of that year.

4831.50 District Participation

The District's financial participation under this Policy is dependent upon the length of employment with the District as follows:

Length of Employment	Maximum Monthly District Participation
20.00 years	\$ 365.00
25.00 years	\$ 409.00
30.00 years	\$ 457.00

No credit, cash back refund, or other consideration will be provided for any unused portion of the maximum District participation.



The Maximum Monthly District Participation shall be amended as of and effective January 1 of each year by the percent change in the Consumer Price Index for All Urban West Consumers (CPI-U) during the latest twelve month reporting period (typically October to October) unless otherwise determined by the Board of Directors. Said amendments shall be rounded up to the nearest whole dollar amount.

Unless otherwise directed by the Board of Directors, the monthly amount of reimbursement received by eligible retirees will be increased by any increase pursuant to the paragraph above, but will not be reduced by a decrease in the Maximum Monthly District Participation amount.

The District shall report contributions and make withholdings from contributions in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements. Retirees bear sole responsibility for the tax consequences of District contributions.

4831.85      Death of Retiree

In the event of a retiree's death, a surviving qualified spouse, registered domestic partner, and/or dependents may choose to continue to participate in the benefits of this Policy. A spouse that remarries or a registered domestic partner that enters into another domestic partnership or marries is no longer eligible for participation.

4831.86      Death of Qualified Employee

In the event of the death, prior to retirement, of a District employee who otherwise has met the length of employment requirements necessary to qualify for insurance benefits for retirees, the surviving spouse, registered domestic partner and/or dependents may choose to participate in the benefits under the terms of this Policy.

4831.90      Amendments

The District reserves the right to amend or discontinue this Policy at its sole discretion at any time.

4901.01      EMPLOYEE BUSINESS EXPENSES

Request for travel advances are to be submitted on the appropriate form for review and approval by the General Manager. District vehicles shall be used for travel by vehicle unless a District vehicle is not available. Reimbursement for the use of personal vehicles for District business-related travel shall be approved in advance in writing by the employee's immediate supervisor only in circumstances where a District vehicle is not available. Before an employee can use his or her own vehicle for District business, the employee must have proof of insurance on file with the District, and personal vehicles are not permitted to be used in District business beyond a three hundred fifty (350) mile radius.

Spouses and dependents may accompany the employee on such trips, subject to General Manager approval, provided that their expenses are fully paid for by the employee.

Payment or reimbursement for actual and necessary expenses is obtained by submitting an expense reconciliation form (see Attachment 2060.A1) with appropriate receipts to the General Manager for review and approval. Normally, expenses in excess of \$50.00 will be paid by check.

Business expenses advanced by the District for educational and training functions that are not attended by the employee other than due to circumstances beyond their control and for which a refund or credit cannot be obtained shall be promptly reimbursed to the District by the employee within thirty (30) days of the date of said function.

4901.02      EMPLOYEE MEAL EXPENSES

Meal reimbursements shall be allowed for employees authorized to work at night or on weekends beyond normal working hours when it would be an inconvenience or imposition for such employees to go home for lunch or dinner and then return to work. Authorized work must extend beyond normal working hours for more than two (2) hours to qualify for meal allowance. Employees shall receive a Half-Day per diem as noted below in such event.

Employees may claim reimbursement for meals when traveling on official business or attending a pre-approved seminar, conference, or meeting. Per diem reimbursements for approved events, not to exceed the limits detailed below, can be obtained by submitting a reconciliation request form to the General Manager for review and approval.

Half Day event \$45.00

Full Day Event \$90.00

Employees shall generally not receive the above per diem if meals are provided as an accompaniment to registration. However, if an employee is unable to utilize the provided meal, he or she may receive a half-day or full day per diem as applicable. Any request for per diem shall indicate the District-related reason for not enjoying the provided meal

4901.03      OTHER EMPLOYEE EXPENSES

Incidental employee expenses totaling \$50.00 or less shall be considered for reimbursement from the Petty Cash fund upon request and approval by the General Manager or his/her designated representative, based on presentation of appropriate receipts. Normally, expenses in excess of

\$50.00 will be paid by check.

4911.00      DISTRICT VEHICLE AND EQUIPMENT ASSIGNMENT AND USE

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The District will provide vehicles and equipment for use on District business on an as needed or required basis. Employees operating District vehicles and equipment are responsible for their safe operation in accordance with the law. Since most job classifications require daily or periodic operation of District vehicles, employees are required to be in possession of a valid California Driver's License for the class of vehicle being operated. The revoking, suspension, or restriction of that license for any reason by the State of California, or a driving record unacceptable to the District for any reason, may be sufficient cause for reclassification or disciplinary action. Satisfaction of traffic citations is the employee's responsibility.

4911.10      Assignment

The Operations Manager shall maintain a list of all vehicle and equipment assignments.

Only employees designated by the General Manager, Assistant General Manager or Operations Manager will be allowed to take vehicles and equipment home after working hours.

Use of the District vehicle for driving to and from work by the employee constitutes Personal Use of Company Automobile (PUCA) as defined by the Internal Revenue Service (IRS). As such, the PUCA benefit shall be accrued to the employee at the current daily rate prescribed by the IRS based on the requirements of the commuting rule.

Employees that are assigned vehicles for work-to-home use must reside within 20 miles of the District headquarters; unless otherwise approved by the General Manager.

On occasion, overtime is necessary to accommodate the needs of the District. This may cause a separation of working hours when regular working hours and overtime hours are not continuous. In these cases, a District vehicle may be assigned for the duration of the irregular work hours by obtaining prior approval of the employee's supervisor. The use of a District vehicle by an employee meeting this criterion shall be on a controlled basis, and shall be monitored by the appropriate supervisor.

4911.20      Vehicle and Equipment Use

District vehicles and equipment shall be operated only in the course of District business unless otherwise approved by the supervisor.

4911.30      Vehicle and Equipment Identification

District vehicles and equipment, except those assigned to exempt employees, shall have a District logo and vehicle identification number permanently affixed. District vehicles assigned to exempt employees shall have a vehicle identification number permanently affixed and may be provided with removable magnetic logos for use at the discretion of the exempt employee.

4911.40      Vehicle and Equipment Inspections

All District vehicles and equipment shall be inspected weekly. Inspections shall be performed and documented by employees at the direction of the Operations Manager.

Inspection reports shall be reviewed by the Operations Manager and maintained by the Safety Officer.

4911.50      Traffic Accident Procedure

When an employee is involved in a traffic accident while operating a District vehicle or District equipment, he/she must immediately notify his/her supervisor, the Assistant General Manager or the General Manager. The employee shall not discuss the accident with anybody but law enforcement officers, a District supervisor or the District's insurance representative. Care should be taken to preserve any evidence and to obtain witnesses.

All vehicles shall be equipped with an accident report packet supplied by the District's liability insurance carrier for use and reference in the event of a traffic accident.

4912.00      PARKING

To courteously serve the District's many visitors, parking should be readily available to the public in the parking lot immediately adjacent to the District's Administrative Office. Employees shall refrain from parking in this area.

Employees shall park in designated employee parking areas or along the public street. Parking shall be at the employee's risk.

Individual parking locations will be designated by the Operations Manager based upon job class and seniority.

4930.00      COMPUTER USE AND INTERNET ACCESS

4930.01      Definitions

For purposes of this policy the following definitions shall apply:

Electronic Communications shall mean and include the use of information systems in the communicating or posting of information or material by way of electronic mail (e-mail), bulletin boards, Internet, or other electronic tools.

Information Systems shall mean and include computers, network, servers and other similar devices that are administered by the District. "Networks" shall mean and include video, voice and data networks, routers and storage devices.

4930.02      District-Maintained Systems

Information systems are maintained by the District to facilitate District business. Therefore, all information sent, received, composed and/or stored on these systems is the property of the District. Access to information systems and electronic communications at

the District is a privilege, not a right, and must be treated as such by all employees. All employees must act honestly and responsibly to maintain the integrity of these systems. All employees must respect the rights of all pertinent license and contractual agreements related to District information systems. All employees shall act in accordance with these responsibilities, and the relevant local, state and federal laws and regulations. Failure to so conduct oneself in compliance with this Policy may result in disciplinary action.

#### 4930.03 Privacy Not Guaranteed

All employees should have no expectation of privacy while using the District's electronic communications and/or information systems. The District reserves the right to access, at any time; an employee's electronic mail (e-mail) messages (outgoing and incoming), databases, word-processing, spreadsheet documents and all other forms of files created or stored using the District's electronic communications and/or information systems.

Therefore, an employee's outgoing e-mail message must not indicate to the recipient that his/her incoming mail will be confidential or private. The existence of a password on the system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's ~~Assistant~~ General Manager and other District employees as designated by the General Manager. Failure to notify the ~~Assistant~~ General Manager and other designated employees of passwords or password changes may result in disciplinary action.

#### 4930.04 Misuse of Systems

Misuse of District's electronic communications and information systems is prohibited and is subject to disciplinary procedures. Misuse includes, but is not limited to, the following:

- A. Attempting to modify or remove computer equipment, software, or peripherals without proper authorization.
- B. Accessing without proper authorization computers, software, information or networks.
- C. Taking actions, without authorization, which interfere with the access of others to information systems.
- D. Circumventing log-on or other security methods.
- E. Using information for illegal or unauthorized purposes.
- F. Personal use of any District information systems or electronic communications for non-District consulting, business or employment.
- G. Sending fraudulent electronic communications.
- H. Using electronic communications to harass or threaten other users.
- I. Violating any state or federal law or regulation in connection with use of any information system.
- J. Personal use of any District system to access, download, print, store, forward, transmit or distribute obscene material.

- K. Violating any software license or copyright, including copying or redistributing copyrighted software, without the written authorization of the software owner.
- L. Reading other users' information or files without permission.
- M. Forging, fraudulently altering or falsifying, or otherwise misusing District records.
- N. Launching a computer worm, computer virus or other rogue program.
- O. Downloading or posting illegal, proprietary or damaging material to a District computer.
- P. Transporting illegal, proprietary or damaging material across a District network.

4930.05 Harassment and Discrimination

Messages on the District's voice mail and electronic mail (e-mail) systems are subject to the same policies regarding harassment and discrimination as are any other workplace communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

4931.00 VOICE MAIL AND ELECTRONIC MAIL

4931.01 District-Maintained Systems

Voice mail and electronic mail (e-mail) systems are maintained by the District to facilitate District business. Therefore, all messages sent, received, composed and/or stored on these systems are the property of the District.

4931.02 Voice Mail

Voice mail greetings and messages, whether on the District's office telephone system or on individually-assigned cellular telephones, are reflections of the professionalism of the District and is part of the District's service to its customers. As such, greetings and messages on voice mail shall be professional and courteous. Employees are expected to check their voice mail boxes on at least a daily basis, and change their greeting as necessary to let callers know when voice messages may not be retrieved promptly, such as when the employee is going on leave or training away from the office.

4931.03 Electronic Mail

Electronic mail, also referred to as "e-mail", should reflect careful, professional and courteous drafting, particularly since it is easily forwarded to others [and may be subject to disclosure through a Public Records Act request](#). Be careful about attachments and broad publication of messages. Copyright laws and license agreements also apply to e-mail. Employees with assigned e-mail accounts are expected to check their e-mail on at least a daily basis, and to reply promptly to inquiries and requests received via e-mail.

4931.04 Personal Use Limitations

Voice mail and electronic mail systems are to be used by employees in conducting District business and are not for employees' personal use. The District understands that, on occasion, immediate family members may need to leave messages on the voice mail or e-mail system for an employee, and is willing to accommodate such [incidental](#) personal use to a limited degree. However, personal use of the voice mail or e-mail system that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action.

4931.05 Privacy Not Guaranteed

The District reserves the right to access an employee's voice mail (outgoing and incoming) and e-mail messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on either system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's Assistant General Manager and other District employees as designated by the General Manager. Failure to notify the Assistant General Manager of passwords or password changes may result in disciplinary action.

4931.06 Erasure Not Reliable

Employees should be aware that even when a message has been erased, it still might be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has been removed.

4931.07 Message Access

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the District reserves the right to access any and all messages on both systems at any time. Any attempt to block District access to messages, or to gain unauthorized access to messages on either system, may result in disciplinary action.

4931.08 Harassment and Discrimination

Messages on the District's voice mail and e-mail systems are subject to the same policies regarding harassment and discrimination as are any other workplace communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

4932.00 MOBILE DEVICES

Mobile devices, including but not limited to; cellular telephones, smartphones, or laptop/tablet computers, are important tools for the District. However, mobile devices also represent a significant risk to data security as, if the appropriate security applications and procedures are not

applied, they can be a channel for unauthorized access to the District's data and Information Technology infrastructure. This can subsequently lead to data leakage and system infection. The District has a requirement to protect its information assets in order to safeguard its customers, property and reputation. This policy outlines a set of practices and requirements for the safe use of mobile devices and applications.

#### 4932.01 Issuance of District Mobile Devices

District mobile devices will be issued to District employees as determined by the General Manager or his/her designee to facilitate the conduct of District business. Employees that are issued District mobile devices are responsible for care of the device and keeping it secure from theft or loss. Loss of, or damage to, a District mobile device shall be reported immediately to the General Manager or his/her designee. Employees may be liable for reimbursement for equipment issued to them that is lost or damaged. Issued equipment shall remain the sole property of the District and shall be subject to inspection and/or monitoring (including related records, phone logs, text messages, and internet usage logs) at any time. Employees in possession of District equipment are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the equipment for return or inspection. Employees unable to present the device in good working condition within the time period requested (for example, 24 hours) may be expected to bear the cost of a replacement.

Exempt employees, including Department Managers and Supervisors, may have the opportunity to use their personal devices for work purposes when authorized by the employee and the District. If the exempt employee chooses to use his/her District sanctioned personal cellular telephone he/she will receive a stipend amount as listed in District Policy 4101.A2 Other Compensation.

#### 4932.02 Use of District Mobile Devices

The use of District mobile devices is intended for official District business. While it is understood that the use of District mobile devices for personal reasons is necessary on occasion, this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Personal use of a District mobile devices that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action. Personal toll/long-distance calls or personal use of other services that result in additional charges shall be reported to the ~~Assistant~~ General Manager or his or her designee in writing. Personal use charges shall be reimbursed to the District by the employee that incurred the charges within 20 calendar days of presentation of the receipt that contains the personal use charges.

#### 4932.03 Mobile Device Usage While Driving or Operating Equipment



The use of mobile devices, both those issued by the District and personal mobile devices, while driving or operating motorized equipment on District business and/or District time is considered a dangerous distraction and is prohibited. Calls may be answered by passengers; and if a discussion is necessitated between the driver and caller, the driver must pull over to a safe area off the road to take part in the discussion. If driving alone, the driver may pull over to a safe area off the road to respond to the call or message. Under no circumstances may a driver initiate a cellular phone call while driving a vehicle or operating motorized equipment during the course of business or on District time. An exception may be made if the driver has or vehicle is equipped with a Bluetooth or hands free device.

4932.04      Privacy Not Guaranteed

The District reserves the right to access an employee's cellular telephone voice mail (outgoing and incoming) messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on the cellular telephone voice mail system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's [Assistant](#) General Manager and other District employees as designated by the General Manager. Failure to notify the [Assistant](#) General Manager, [or designee](#) of passwords or password changes may result in disciplinary action.

4932.05      Message Access

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the District reserves the right to access any and all cellular telephone voice messages at any time. Any attempt to block District access to messages may result in disciplinary action.

4932.06      Personal Cellular and/or Wireless Devices

Excessive use of cellular/wireless devices during the work day, regardless of the phone or device used can interfere with employee productivity and be distracting to others. During paid work time, employees are expected to exercise the same discretion in using personal cellular/wireless devices as is expected for the use of any District telephone or computer. Cellular phones may not be used at any work site where the operation of the phone is or may be a distraction to the public or other employees.

4940.00      REASONABLE SUSPICION ALCOHOL AND DRUG TESTING PROCEDURES

It is the policy of the District to establish and maintain a safe and healthy workplace for all District employees that is free of any adverse effects on job performance caused in any way by the use or presence of drugs or alcohol. Additionally, this policy is intended to inform employees

that assistance toward rehabilitation is available if an employee needs help in overcoming addiction to, dependence upon, or problems related to the abuse of drugs or alcohol.

Involvement with drugs and alcohol, both on and off the job, takes a toll on individual job performance and employee safety. Impacts of substance abuse include higher health benefits usage and workers' compensation claims, increased safety and liability risks, and diminished productivity and quality of work. The District's goal is to prevent or reduce these and other negative effects associated with substance abuse. This policy will serve to establish prohibitions against conducting District business or representing the District while under the influence of drugs or alcohol. Violation of this policy may result in disciplinary action up to and including termination.

### **Definitions**

- Alcohol means any alcohol or alcoholic beverage as defined in the California Business and Professional Code Sections 23003 and 23004.
- Controlled Substance means alcohol, an illegal drug [\(under either California\) or a drug which is defined as a controlled substance under federal law, such as cannabis](#), or an immediate precursor thereto.
- Conviction means a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal and state criminal statutes.
- Drug means any drug, including, but not limited to, an illegal drug, [a controlled substance](#) or a prescription or over-the-counter drug (legal drug) which is listed in any schedule in Sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code.

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— Illegal drug means any drug or immediate precursor which is specified or referenced in any provision of the California Uniform Controlled Substance Act (Division 10 of the Health and Safety Code) which may subject an individual to criminal penalties, or a legal drug which has not been obtained legally, is being used by an individual for whom it was not prescribed, or is not being used in a manner, combination, or quantity for which it was manufactured, prescribed, or intended.

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— Legal drug means any over-the-counter or prescription drug which has been obtained legally and is being used in a manner, combination, and quantity for which it was manufactured, prescribed, or intended.

- Drug-Free Workplace means a site for the performance of work in which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- District Business means duties that are performed by an employee for the District, whether on or off District premises, including, but not limited to, events at which an

\_\_\_\_\_ employee represents the District in his/her official capacity and occasions when an  
\_\_\_\_\_ employee uses property such as a vehicle owned by the District.

- Substance Abuse means the improper use of controlled substances or any other substance  
\_\_\_\_\_ (including legal drugs) that impairs an employee's ability to safely and effectively  
\_\_\_\_\_ perform the functions of a particular job.

- Under the Influence means an employee has a measurable amount of a controlled  
\_\_\_\_\_ substance in his/her body or is exhibiting negative symptoms of use of a controlled  
\_\_\_\_\_ substance or legal drug.

It is the policy of the District that:

- An employee performing District business shall not be under the influence of a controlled  
\_\_\_\_\_ substance, or under the influence of a legal drug which interferes with the employee's  
\_\_\_\_\_ ability to safely and effectively perform his/her duties.
- An employee's job performance or safety shall not be jeopardized in any way because  
\_\_\_\_\_ another employee is conducting District business under the influence of a controlled  
\_\_\_\_\_ substance.
- An employee shall not engage in the unlawful manufacture, distribution, dispensing,  
\_\_\_\_\_ possession, or use of a controlled substance.
- An employee shall not possess or consume an open container of alcohol or an illegal drug  
\_\_\_\_\_ on District premises.
- An employee shall not allow an open container of alcohol or an illegal drug to be placed  
\_\_\_\_\_ or carried in an District vehicle or in any vehicle over which an employee has control  
\_\_\_\_\_ while conducting District business.
- An employee shall not sell, offer, or provide an illegal drug to another person while  
\_\_\_\_\_ conducting District business.
- District prohibits the consumption of alcohol by employees while conducting District  
\_\_\_\_\_ business, whether or not such consumption will cause the employee to be considered  
\_\_\_\_\_ under the influence of alcohol. Employees representing District at social events or  
\_\_\_\_\_ industry events are not prohibited from limited appropriate consumption of alcohol at  
\_\_\_\_\_ those events.
- An employee shall not test positive for a controlled substance.

A. Application. This section applies to all District employees. Any District employees who fall within mandatory random testing requirements of the Department of Transportation regulations will also be subject to random testing as required by law and other District Policy.

B. Notice. All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion and/or post-accident testing while on duty.

C. Reasonable Suspicion Testing.

1. A reasonable suspicion test must be based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech, or body odors of the employee, or in the event an accident occurs while an employee is driving a District vehicle, where there is reasonable suspicion that the driver of the vehicle may be under the influence of alcohol or other drugs. The observations must be made immediately prior to the determination that reasonable suspicion testing is warranted.

2. The observations must be made by a supervisor and District official who has received at least one hour training in identifying indicators of probable alcohol misuse plus at least one hour training in identifying indicators of probable controlled substance use.

3. Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the employee's performance of job-related duties.

4. Employees for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.

5. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly administered. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.

6. A written record of the reasonable suspicion observations, dated and signed by all employees making the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the employee when the results of the test are released.

7. The supervisor and District official who are making the reasonable suspicion observations shall not conduct the test or participate in the collection or chain of custody of any specimen for testing.

8. Testing shall occur at a testing facility or laboratory that is Department of Health and Human Services certified, and comply with all laboratory analysis procedures and quality control measures set forth in the regulations applicable to DOT random testing. See 49 C.F.R., part 40.

D. Miscellaneous.

1. A refusal to test shall be deemed a positive test. "Refusal" includes but is not limited to

- Refusal to provide a urine sample
- Inability to provide a urine sample without a valid medical explanation
- Refusal to complete and sign the testing consent form or otherwise act to interfere with the testing or prevent completion of the test

• Tampering with or attempting to adulterate the collection specimen or procedure

• Leaving the scene of an accident without obtaining permission from a supervisor, manager, or department director prior to the supervisor, manager, or department director making a determination whether to send the employee for post-accident testing.

2. Employees will not be docked pay nor will their leave be charged for time required to take the tests specified in this article. The employer will pay for the initial test. In the case of

post-accident testing, the employee will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.

3. The employee shall pay for all confirmatory testing of a split sample. In the event that the confirmatory test is negative, the employee will be reimbursed the cost of the test. The employee has the following options for payment for this test: 1) Remit payment to the District, or 2) Request a payroll deduction.

4. The District will treat all test results as confidential medical records and recognize that these records may need to be released in the course of legal proceedings.

ATTACHMENT 4001.A1 MANAGER/SUPERVISOR EMPLOYMENT AGREEMENT NEW HIRE

**CITRUS HEIGHTS WATER DISTRICT**

**MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT FOR  
[JOB TITLE]**

This Employment Agreement effective \_\_\_\_\_, 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and

\_\_\_\_\_, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

**RECITALS**

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] [TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. TERM.** The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

**2. AT-WILL EMPLOYMENT.** EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

**3. DUTIES AND RESPONSIBILITIES.**

**(a) Duties.** EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

**(b) Accountability.** EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

**(c) Job Position.** EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].

**(d) Work Hours.** EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

**(e) Other Activities.** EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

**(f) Performance Evaluation.** The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

**(i) Annual Written Goals and Policy Objectives.** On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.



(ii) **Rewards and Recognition.** At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(g) **Other Terms and Conditions of Employment.** EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

4. **COMPENSATION AND BENEFITS.** In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

(a) **Salary.** During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. ~~In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary.~~ EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent (7%) of the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(b) **Rewards and Recognition.** At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(c) **Benefits.** EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

(d) **Cellular Telephone.** EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

(e) **Expenses.** EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

(f) **Professional Activity and Development.** The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

**5. CONCLUSION OF EMPLOYMENT.** This Employment Agreement may be concluded in any one of the following ways:

(a) **By the DISTRICT Without "Cause."** The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

(b) **By the General Manager for "Cause."** The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

(c) **By Mutual Agreement.** At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.

(d) **By EMPLOYEE.** At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

(e) **Obligations at the Conclusion of Employment.**

(i) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

(ii) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained

by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

(iii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.

(iv) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

**(f) Severance Pay.** In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

**6. INDEMNIFICATION.** The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

**7. AMENDMENTS.** This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

**8. EXHIBITS.** The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

- Exhibit A: Job Description for [JOB TITLE]
- Exhibit B: Regular Salary Compensation
- Exhibit C: Comprehensive General Release and Severance Agreement

**9. ENTIRE AGREEMENT.** This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.

**10. NOTICES.** Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:

6230 Sylvan Road  
Citrus Heights, California 95610-5615 Fax: (916) 725-0345

EMPLOYEE's Notice Address:

\_\_\_\_\_  
  
\_\_\_\_\_

**11. WAIVER.** The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.

**12. SUCCESSORS AND ASSIGNS.** This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

**13. CONSTRUCTION AND INTERPRETATION.** The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has

had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

**14. ACTION BY THE DISTRICT.** All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

**15. SEVERABILITY.** If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

**16. POTENTIAL LITIGATION.** The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.

**17. GOVERNING LAW.** This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

~~**18. ATTORNEY'S FEES.** If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.~~

**18.49. ACKNOWLEDGMENT.** EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

~~**19. EXECUTION.** The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.~~

**CITRUS HEIGHTS WATER DISTRICT**

By: General Manager \_\_\_\_\_ Date \_\_\_\_\_

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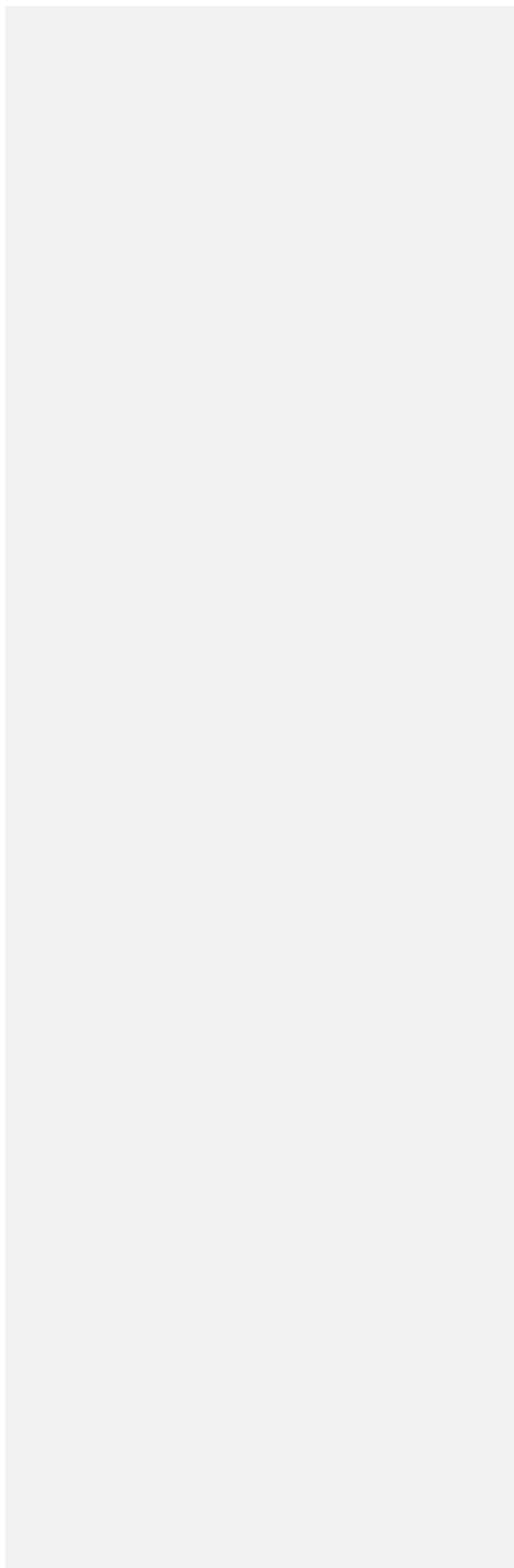
**EMPLOYEE**

\_\_\_\_\_

By:

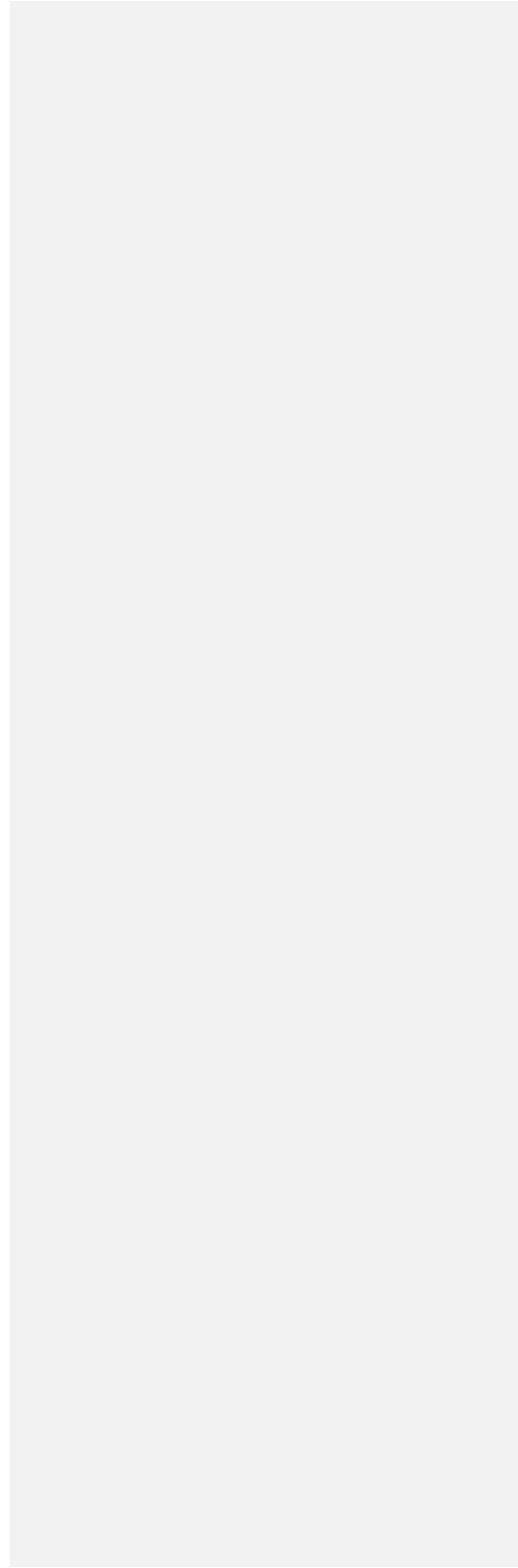
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Date



|

**CITRUS HEIGHTS WATER DISTRICT  
EXECUTIVE/ MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT  
EXHIBIT A  
JOB DESCRIPTION FOR [JOB TITLE]**





**CITRUS HEIGHTS WATER DISTRICT MANAGER / SUPERVISOR EMPLOYMENT  
AGREEMENT**

**EXHIBIT B**

**REGULAR SALARY COMPENSATION FOR [JOB TITLE]**

Salary:

- \$ per hour
- \$ bi-weekly
- \$ monthly
- \$ per year

The Regular Salary Range for this position is from a bi-weekly base of \$\_,\$ (\$ per hour) to a bi-weekly maximum of \$-,\$ (\$ per hour) pursuant to the District's Salary Schedule [4101.A1 effective September 19, 2016](#).

Effective Date for Regular Salary Compensation: \_\_\_\_\_, 20

Payroll Authorization: \_\_\_\_\_

By: \_\_\_\_\_ Date

General Manager/Secretary

**CITRUS HEIGHTS WATER DISTRICT MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT**

**EXHIBIT C**

**GENERAL RELEASE POLICY**

**Severance Pay.** In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful

termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

**CITRUS HEIGHTS WATER DISTRICT**

**DIRECTOR OF EMPLOYMENT AGREEMENT FOR  
[JOB TITLE]**

This Employment Agreement effective \_\_\_\_\_, 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and

\_\_\_\_\_, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

**RECITALS**

**WHEREAS**, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] [TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

**WHEREAS**, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

**WHEREAS**, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

**WHEREAS**, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

**WHEREAS**, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

**WHEREAS**, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. TERM.** The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

**2. AT-WILL EMPLOYMENT.** EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

**3. DUTIES AND RESPONSIBILITIES.**

**(a) Duties.** EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

**(b) Accountability.** EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

(c) **Job Position.** EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].

(d) **Work Hours.** EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

(e) **Other Activities.** EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

(f) **Performance Evaluation.** The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

(iii) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.

(iv) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

**(g) Other Terms and Conditions of Employment.** EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

**4. COMPENSATION AND BENEFITS.** In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

**(c) Salary.** During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. ~~In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary.~~ EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent

(7%) of the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

**(d) Rewards and Recognition.** At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

**(c) Benefits.** EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

**(d) Cellular Telephone.** EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

**(e) Expenses.** EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

**(f) Professional Activity and Development.** The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

**5. CONCLUSION OF EMPLOYMENT.** This Employment Agreement may be concluded in any one of the following ways:

**(a) By the DISTRICT Without "Cause."** The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.



**(b) By the General Manager for "Cause."** The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

**(c) By Mutual Agreement.** At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.

**(d) By EMPLOYEE.** At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

**(e) Obligations at the Conclusion of Employment.**

(v) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

(vi) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

(vii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.

(viii) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

**(f) Severance Pay.** In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

**6. INDEMNIFICATION.** The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

**7. AMENDMENTS.** This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

**8. EXHIBITS.** The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

- Exhibit A: Job Description for [JOB TITLE]
- Exhibit B: Regular Salary Compensation
- Exhibit C: Comprehensive General Release and Severance Agreement

**9. ENTIRE AGREEMENT.** This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.

**10. NOTICES.** Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:  
6230 Sylvan Road  
Citrus Heights, California 95610-5615 Fax: (916) 725-0345

EMPLOYEE's Notice Address:

\_\_\_\_\_  
  
\_\_\_\_\_

**11. WAIVER.** The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.

**12. SUCCESSORS AND ASSIGNS.** This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

**13. CONSTRUCTION AND INTERPRETATION.** The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

**14. ACTION BY THE DISTRICT.** All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

**15. SEVERABILITY.** If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

**16. POTENTIAL LITIGATION.** The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.

**17. GOVERNING LAW.** This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

~~**18. ATTORNEY'S FEES.** If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.~~

**189. ACKNOWLEDGMENT.** EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.



**CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF \_EMPLOYMENT  
AGREEMENT  
EXHIBIT A  
JOB DESCRIPTION FOR [JOB TITLE]**

CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF \_\_\_\_\_ EMPLOYMENT  
AGREEMENT

EXHIBIT B

REGULAR SALARY COMPENSATION FOR [JOB TITLE]

Salary:

- \$ \_\_\_\_\_ per hour
- \$ \_\_\_\_\_ bi-weekly
- \$ \_\_\_\_\_ monthly
- \$ \_\_\_\_\_ per year

The Regular Salary Range for this position is from a bi-weekly base of \$\_\_\_\_ (\$ \_\_\_\_\_ per hour) to a bi-weekly maximum of \$\_\_\_\_ (\$ \_\_\_\_\_ per hour) pursuant to the District's Salary Schedule [4101.A1 effective September 19, 2016](#).

Effective Date for Regular Salary Compensation: \_\_\_\_\_, 20\_\_\_\_

Payroll Authorization: By: \_\_\_\_\_

General Manager/Secretary

\_\_\_\_\_  
Date

**CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF EMPLOYMENT  
AGREEMENT**

**EXHIBIT C**

**GENERAL RELEASE POLICY**

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful



termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

**CITRUS HEIGHTS WATER DISTRICT**

**DIRECTOR OF/EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT  
AGREEMENT  
FOR [JOB TITLE]**

This Employment Agreement effective \_\_\_\_\_, 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and

\_\_\_\_\_, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

**RECITALS**

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

3. DUTIES AND RESPONSIBILITIES.

(a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

(b) Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

(c) Job Position. EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].

(d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

(e) Other Activities. EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

(f) Performance Evaluation. The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

(v) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.

(vi) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(g) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

(e) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; or by (4) any other

means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(f) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(c) Benefits. EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

(d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

(e) Expenses. EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

(f) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

5. CONCLUSION OF EMPLOYMENT. This Employment Agreement may be concluded in any one of the following ways:

(a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

(b) By the General Manager for "Cause." The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment,

materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

(c) By Mutual Agreement. At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.

(d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

(e) Obligations at the Conclusion of Employment.

(ix) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment

Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

(x) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

(xi) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.

(xii) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached

hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such

claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. AMENDMENTS. This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.



8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A: Job Description for [JOB TITLE]

Exhibit B: Regular Salary Compensation

Exhibit C: Comprehensive General Release and Severance Agreement

9. ENTIRE AGREEMENT. This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.

10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:

6230 Sylvan Road

Citrus Heights, California 95610-5615 Fax: (916) 725-0345

EMPLOYEE's Notice Address:

11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.

12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

16. POTENTIAL LITIGATION. The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.

17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

18. ATTORNEY'S FEES. If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

19. ACKNOWLEDGMENT. EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

20. EXECUTION. The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

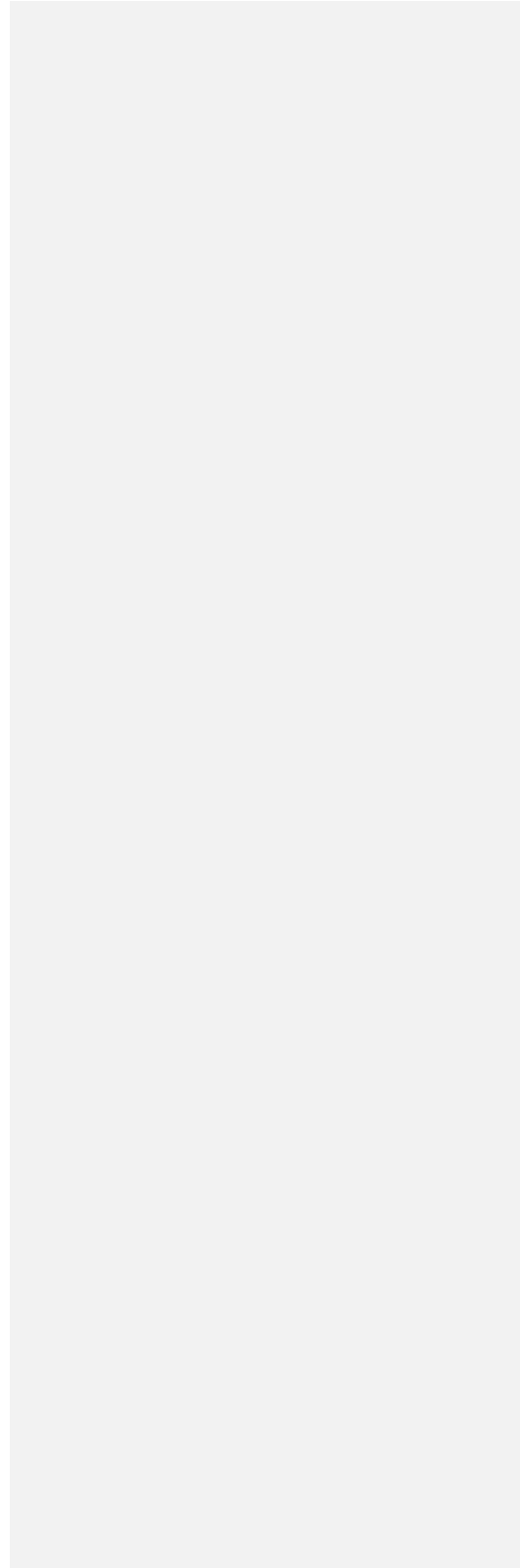
CITRUS HEIGHTS WATER DISTRICT

By: \_\_\_\_\_ Date  
General Manager/Secretary

EMPLOYEE

By: \_\_\_\_\_ Date

**CITRUS HEIGHTS WATER DISTRICT  
EXECUTIVE/ MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT  
EXHIBIT A  
JOB DESCRIPTION FOR [JOB TITLE]**





**CITRUS HEIGHTS WATER DISTRICT**

**EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT**

**EXHIBIT C  
GENERAL RELEASE POLICY**

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or

complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

Attachment 4101.A1 SALARY SCHEDULE ADOPTED- EFFECTIVE MARCH 17, 2021

Attachment 4101.A1 SALARY SCHEDULE PROPOSED- EFFECTIVE  
MARCH 17, 2021

HOURLY AND MONTHLY\* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<b><u>Organizational Leadership</u></b>				
General Manager (E)	83.52	14,477.59	112.76	19,545.69
Assistant General Manager (E)	69.94	12,123.79	94.43	16,367.88
<b><u>Accounting Series</u></b>				
Director of Finance/ Director of Finance and Administrative Services/ Director of Administrative Services (E)	63.59	11,021.28	85.85	14,880.06
Accounting Manager /Principal Accountant (E)	46.58	8,074.26	62.88	10,899.20
Senior Accountant (E)	39.86	6,908.80	53.81	9,325.55
Accountant	36.24	6,281.25	48.91	8,478.64
<b><u>Customer Service Series</u></b>				
Senior Customer Services Specialist	34.65	6,006.57	46.79	8,110.50
Customer Service Specialist	31.32	5,428.62	42.29	7,330.35
Customer Service Technician	25.89	4,486.34	34.95	6,058.07

HOURLY AND MONTHLY\* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<b><u>Engineering Technical Series</u></b>				
Project Manager (E)	53.90	9,342.45	72.76	12,612.58
Engineering Supervisor/Principal GIS Specialist (E)	41.98	7,276.35	56.67	9,822.98
Engineering/GIS Specialist	36.51	6,327.89	49.29	8,543.37
Engineering/GIS Technician	33.18	5,751.97	44.80	7,765.88
Engineering Aide	28.85	5,001.48	38.97	6,754.43
<b><u>Construction Inspection Series</u></b>				
Construction Inspection Supervisor/Principal Construction Inspector (E)	40.83	7,076.66	55.12	9,554.44
Senior Construction Inspector	35.50	6,153.45	47.93	8,306.96
Construction Inspector	32.28	5,594.57	43.58	7,553.52
<b><u>Engineering Series</u></b>				
Director of Engineering /District Engineer (E)	69.94	12,123.79	94.43	16,367.88
Principal Civil Engineer (E)	63.59	11,021.28	85.85	14,880.06
Senior Civil Engineer (E)	57.81	10,021.77	78.04	13,527.67
Associate Civil Engineer (E)	52.56	9,110.00	70.95	12,297.36
Assistant Civil Engineer	45.71	7,921.67	61.71	10,695.10
Assistant Engineer	36.51	6,327.03	49.35	8,554.93



HOURLY AND MONTHLY\* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<b><u>Information Technology (IT)</u></b>				
<b><u>Series</u></b>				
Information Technology Manager (E)	49.86	8,642.68	67.31	11,667.91
Principal Information Technology Analyst (E)	45.33	7,856.81	61.19	10,605.45
Senior Information Technology Analyst	41.20	7,141.51	55.63	9,642.19
Information Technology Analyst	37.46	6,492.98	50.70	8,787.65
Information Technology Technician	31.22	5,411.45	42.15	7,305.55
<b><u>Management Services (MS)</u></b>				
<b><u>Series</u></b>				
Administrative Services Manager/ Principal Management Analyst /Chief Board Clerk (E)	47.13	8,169.02	63.64	11,030.61
Senior Management Analyst (E)	40.98	7,103.57	55.34	9,592.61
Management Analyst	37.25	6,457.47	50.31	8,719.74
Management Technician	33.88	5,872.55	45.73	7,926.06
<b><u>Communications &amp; Public Engagement Series</u></b>				
Communications & Public Engagement Manager /Principal <a href="#">Communications &amp; Public Engagement Analyst</a> (E)	47.13	8,169.02	63.64	11,030.61
Senior Communications & Public Engagement Analyst (E)	40.98	7,103.57	55.34	9,592.61

HOURLY AND MONTHLY\* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
Communications and Public Engagement Analyst	37.25	6457.47	50.31	8719.74
Communications & Public Engagement Technician	33.88	5,872.55	45.73	7,926.06
<b><u>Water Distribution Series</u></b>				
Director of Operations (E)	63.59	11,021.28	85.85	14,880.06
Water Distribution Supervisor (E)	48.23	8,360.37	65.11	11,286.41
Assistant Water Distribution Supervisor	41.23	7,147.23	55.66	9,647.91
Water Distribution Lead Worker/Operator	35.86	6,216.39	48.40	8,388.99
Water Distribution Operator II	32.59	5,649.88	44.00	7,627.92
Water Distribution Operator I	29.63	5,136.78	40.01	6,933.60
Water Distribution Worker	21.39	3,708.09	28.87	5,003.25
<b><u>Operations Specialist Series</u></b>				
Principal Operations Specialist	48.23	8,360.37	65.11	11,286.41
Senior Operations Specialist	43.84	7,599.30	59.18	10,258.29
Operations Specialist	37.65	6,525.41	50.81	8,808.62
Operations Technician	34.22	5,932.19	46.20	8,009.40
<b><u>Water Efficiency Series</u></b>				
Water Efficiency Supervisor (E)	37.77	6,548.29	50.99	8,839.15
Senior Water Efficiency Specialist	32.85	5,693.75	44.35	7,687.05
Water Efficiency Specialist	29.85	5,174.93	40.32	6,988.92

HOURLY AND MONTHLY\* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
Water Efficiency Technician	27.15	4,705.69	36.64	6,351.82
<b><u>Water Resources Series</u></b>				
Water Resources Supervisor/Chief Operator (E)	48.23	8,360.37	65.11	11,286.41
Water Resources Specialist	34.27	5,941.72	46.28	8,020.85
Water Resources Technician	31.16	5,401.91	42.06	7,290.29
<b><u>Miscellaneous Series</u></b>				
Intern	12.39	2,147.79	24.77	4,293.68

(E) = Exempt

\*Monthly Salaries are average monthly compensation over a 12-month period based on the Hourly Salary Range.

Attachment 4101.A2 OTHER COMPENSATION ADOPTED NOVEMBER 15, 2018

4101.A2.01 Regular Employees

In addition to salary compensation received, FLSA (Fair Labor Standards Act) exempt, who are not department heads (Senior Management), and non-exempt Regular Employees (see Policy 4001) are authorized to receive the following compensation:

Certified California State Water Distribution System Operators (see Policy 4401)

Grade D1	\$ 20.00 / month
Grade D2	\$ 40.00 / month
Grade D3	\$ 60.00 / month
Grade D4	\$ 80.00 / month
Grade D5	\$100.00 / month

Certified California State Water Treatment Operators (see Policy 4401)

Grade T1	\$ 20.00 / month
Grade T2	\$ 40.00 / month
Grade T3	\$ 60.00 / month
Grade T4	\$ 80.00 / month
Grade T5	\$100.00 / month

Standby Duty (see Policy 4120)

Regular Work Days	\$ 30.00 / day
Friday	\$ 75.00 / day
Saturday	\$ 75.00 / day
Sunday	\$ 75.00 / day
District Holidays	\$ 30.00 / day

4101.A2.04 Out-Of-Class Pay

At times, the District needs to temporarily assign an existing employee to perform a more complex level of work or additional work in a higher, equivalent or subordinate position. This need may arise due to a vacancy created by an extended leave, resignation or retirement.

In order to qualify for Out-of-Class Pay, an employee must be assigned in writing by the General Manager or General Manager's Designee to perform the duties of another job classification due to a temporary vacancy extending for a period of more than eight (8) consecutive working days, holidays excluded. Assigned employees will be compensated at a five percent (5%) increase of their current hourly rate of pay in recognition of the increased responsibilities and additional workload. This Out-of-Class rate of pay increase is temporary in nature and will remain in effect until the assignment is complete.

The maximum duration of the temporary assignment is one year. If the need arises to extend the assignment past one year, written justification must be provided by the General Manager and filed in the employee's personnel file. This written justification must include the completion date of the temporary assignment. This Policy section pertains to all positions that report to and/or are subordinate to the General Manager.

#### 4101.A2.05 Personal Cellular Telephone Reimbursement

Exempt employees, including District Department Managers and Supervisors, will receive a monthly stipend in the amount of \$49 to use District sanctioned personal cellular telephones. This stipend will be paid through payroll quarterly. If an employee obtains or currently has a plan that exceeds the monthly stipend, Citrus Heights Water District will not be liable for the cost difference. The device remains the property of the employee, who is responsible for all repairs or replacement of the device.

# **ATTACHMENT 7**

**Clean Copy of Human Resources Policies**

CITRUS HEIGHTS WATER DISTRICT  
POLICIES MANUAL

4001.00                    EMPLOYMENT STATUS DEFINITIONS

4001.01                    Regular Employees

Employees holding a regularly-authorized District position who have completed any applicable probationary period. Regular employees may be full-time (budgeted to work 2,080 hours in a year) or part-time (budgeted to work at least 1,040 hours but less than 2,080 in a year). At the discretion of the General Manager, employment as a Regular Employee may or may not be subject to an Employment Agreement. If subject to an Employment Agreement, the nature, duration and conditions of employment will be established in writing at the onset of employment. Regular employees may be Fair Labor Standards Act (FLSA) exempt (paid on a salaried basis and not eligible for overtime compensation) or non-exempt (paid on an hourly basis and eligible for overtime compensation). Unless otherwise designated as “at will” at the time of appointment or in an applicable Employment Agreement, a regular employee may only be terminated or disciplined for cause.

4001.02                    Temporary Employees

Employees hired to work fewer than 1,040 hours in a year or employees, often recruited and placed through a temporary agency, who work on a temporary basis for the District. The nature, duration, and conditions of employment will be established in writing at the onset of employment. Temporary Employees will not be eligible for benefits that accrue to Regular Employees, including vacation time, sick leave, or holidays except as required by law. Compensation shall be on an hourly basis.

4001.03                    Special Employment Categories

Employees hired for a special purpose or duration to meet a particular District need are “special employees” and may include: (a) provisional employees – those who meet the minimum qualifications for a regular position and who are appointed on an interim basis of at least two weeks’ duration to fill a vacancy until such position is filled; (b) specially- funded employees – those working in a full- or part-time capacity but in a limited term position funded by special, non-District revenues, or (c) interim employees— those existing employees who accept an interim promotional opportunity for a limited period of time, as specified in an employment agreement. “Interim employees” may be promoted into the regular position at the discretion of the General Manager upon completion of the applicable probationary period. Special employees are not eligible for benefits that accrue to regular employees except as required by law or as otherwise specified in writing at the time of appointment to a special employment category.

#### 4001.04      Non-Employee Services

The District may occasionally obtain services from external sources that are true independent contractors (e.g. law firms, engineering firms, environmental consulting firms, and the like.) Such arrangements will be made in writing and must be executed by the Board of Directors or the General Manager (or designee).

#### 4001.06      Rehired Employees

Employees rehired after leaving employment with the District may be subject to employment at the discretion of the District. The nature, duration and conditions of employment will be established in writing at the onset of employment.

The ability to rehire California Public Employees' Retirement System (CalPERS) retirees is subject to the restrictions and guidelines set forth by the Public Employee's Retirement Law (PERL).

When an employee is rehired, his/her duration of District employment (see Policy 4050) shall not include any period of time while not a District employee (e.g. gaps in District Employment).

#### 4001.20      Employment Agreements

The District will enter into an Employment Agreement with the General Manager (who is a direct report to the District Board, and such agreement will be approved and executed by the District Board and the General Manager employee. The District may also, at the discretion of the General Manager, employ persons who report to the General Manager to work for the District under a written Employment Agreement, which shall be signed by the General Manager and by the employee. The Employment Agreement shall specify the terms and conditions of the relationship between the District and the employee, and may include terms and conditions of employment that differ from those of other District employees.

#### 4001.30      General Manager

The General Manager is the head of the District's personnel system and all operational departments. Where the term "General Manager" is used throughout the Human Resources policies in the District's Policies and Procedures manuals, as well as accompanying Administrative Procedures, the term shall mean the General Manager or designee(s).



4005.00      PROBATIONARY PERIOD DEFINED

A working test period of 12 months during which an employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position.

4005.01      Objective of Probationary Period/Positions Covered

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position. All employees appointed to District positions that are not "at will" positions must successfully complete a probationary period.

4005.02      Probationary Periods/Appointments to Positions

All original employee appointments shall be subject to a probationary period of no less than twelve months of actual service, and may be extended an additional 90 days at the discretion of the General Manager. All promotional or lateral appointments shall be subject to a probationary period of six months, which may be extended an additional six months at the discretion of the General Manager. If a probationary employee's probationary period is extended, the employee shall be given written notice of the extension prior to the expiration of the probationary period.

4005.03      Extension of Probationary Period For Absences From Work

Absences from work for ten (10) or more work days during the probationary period, regardless of the reason or cause for the absence, shall automatically, and without further notice provided to the employee, cause the probationary period to be extended by the total number of calendar days of the absence. Approved vacation leave absences will not be considered for purposes of this section.

4005.04      Rejection from Probation

During the probationary period, an employee's District employment in that position is "at will," and he or she may be rejected at any time without cause and without the right of appeal. The probationary employee who is rejected will be notified in writing that he or she has not successfully completed the probationary period. If the rejection occurs during the original probationary period, the employee shall be discharged from employment. An employee who has previously completed an original probationary period, and who is rejected during a promotional or lateral probationary period, shall be reinstated to the employee's immediately former position unless he/she is rejected for a reason which would have constituted cause for the employee's discharge from the former position.

4005.05      Rejection of Probationary Employee

During a probationary period an employee may be rejected by the General Manager (or designee) at any time, with or without cause, and without the right of administrative appeal except as required by law.

4010.00      RECRUITING AND SELECTION

The following provisions apply to the recruitment and selection of Regular Employees. When such a personnel vacancy occurs, the General Manager will conduct a recruitment and selection program to identify and choose the most qualified individual for the position. The Board of Directors shall determine the procedures to be followed for recruitment and selection of the General Manager.

4010.01      Procedure

The following steps govern the recruiting and selection process:

- A. The District generally supports the practice of promoting from within. It also believes that employees have the primary responsibility for their own career development. To assist in both of these processes, any current employee has the opportunity to apply for any position the District may post.
- B. Upon the authorization of the General Manager, the District may waive the outside recruiting process on a case-by-case basis if it is determined to be in the best interest of the District to consider only internal candidates for the vacancy.
- C. Regular positions with the District generally will be subject to a competitive recruitment process, either as an internal or an external recruitment, as determined in the discretion of the General Manager. Vacancies will be advertised in the appropriate medium(s) in hard copy or electronic versions, at the discretion of the General Manager, as needed to ensure a sufficient pool of qualified applicants. Liberal use of low-cost, widely disseminated electronic resources and social media is encouraged as appropriate, in order to reach a broad and diverse candidate pool. Recruiting sources could also include local or regional newspapers, posting on the internet and/or District web site, professional journals, trade publications and/or public sector job recruitment bulletins. A period of time for accepting applications will be established that will be sufficient for interested persons from outside the District organization to obtain and submit applications for vacancies when they occur.

- D. Incoming applications or resumes will be screened to identify qualified candidates. For positions below the General Manager, screening will be done by the General Manager or designee(s). The Board will establish any applicable screening process for candidates applying for the General Manager position.
- E. Screening interviews will be conducted. Interview panel composition will vary based on the needs of the position and circumstances, and they may include evaluator(s) from outside of the District (e.g., management or supervisory employees from other public agencies) to ensure the impartiality of the evaluation process.
- F. Once a candidate is selected, a conditional written offer will be made that identifies the position title, starting compensation, and other information about various terms and conditions of employment. Such offer will be conditioned on passing a reference and appropriate background check, as well as any applicable medical evaluation and drug/alcohol test. No candidate shall begin employment at the District prior to successful completion of the offer conditions.
- G. Once a candidate has successfully passed all of the conditional offer conditions, arrangements for a start date of employment will be made.
- H. Pre-employment medical screenings and applicable drug/alcohol testing will be at the District's expense by a physician or testing facility designated by the District. Final offers of employment are contingent upon the results of this examination.
- I. Candidates who are conditionally offered employment must consent in writing to a Employment Background Investigation. This investigation will be at the District's expense by an investigator designated by the District and may include one or more of the following investigations: criminal court records; department of motor vehicles records; social security verification report; civil court index check; individual consumer credit check; bankruptcies, tax liens and judgments; sex offender registry; education and credential verification; employment verification; professional references; and workers' compensation history. Final offers of employment are contingent upon the results of this investigation.
- J. All employees must complete the Employment Verification Form I-9 issued by the Immigration and Naturalization Service and provide appropriate documentation of eligibility to work in the U.S.

4010.02      Notice

The General Manager shall notify the Board of Directors, via written or verbal notice, of all new employees, appointees or promotions at the next Regular Meeting of the Board of Directors.

4011.00      EQUAL OPPORTUNITY

The District is committed to equal opportunity with respect to all employees and applicants for employment. The District hires and treats employees without regard to race, color, creed, religion, national origin, ancestry, sex (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or expression, age, marital status, citizenship status, and status with regard to public assistance, physical or mental disability, medical condition, genetic information, veteran status, political affiliation or other basis protected by law. The District may make employment decisions on the basis of bona fide qualifications as permitted by law.

The District's human resources policies, including promotion, transfer, compensation, employee benefits, reassignment, layoff or termination of employment, training and development, and discipline will be administered in accordance with this Policy.

Any employee with a question or problem in the equal opportunity area should bring the question or problem to the attention of the General Manager or the General Counsel.

4012.00      EMPLOYMENT OF RELATIVES

The District reserves the right, in some situations and business requirements, to prohibit employment of close relatives in any circumstances where there is actual or potential adverse impact on supervision, safety, security, efficiency or morale. Some such circumstances would include employment of relatives within a direct management reporting chain or any other circumstances of shared supervision, shared job duties, or any other. The purpose of this policy is to promote public confidence in the integrity and efficiency of the District's forces, to promote consistent and equitable treatment of District employees, to prevent breaches in confidentiality, and to prevent favoritism and the perception of favoritism.

4012.01 Close Relative Defined

Close relatives include:

Spouses*	Mother-in-law*
Parents	Father-in-law*
Children	Brother-in-law*
Brother	Sister-in-law*
Sister	Stepchildren*
Adopted Children	Stepparents*
Grandparents	Domestic Partner or romantic partner sharing other employee's residence
Aunts	Children of a Domestic Partner or romantic partner sharing other employee's residence
Uncles	Guardians / Wards
1 <sup>st</sup> Cousins	Nieces
Grandchildren	Nephews

\*current and former

4012.02 Existing Employees

If District employees become Close Relatives after employment with the District, the District reserves the right to move or transfer one or both such Close Relative employees to eliminate actual or potential adverse impacts, as well as (in extreme circumstances) to terminate the employment of one or both Close Relative employees. Such action by the District shall be at the sole discretion of the General Manager or designee with respect to all positions below the General Manager. Such discretion shall reside solely with the Board of Directors where the General Manger is one of the Close Relative employees involved.

4013.00 VOLUNTEER PROGRAM

The Citrus Heights Water District has determined that the establishment of an unpaid Volunteer Program is an effective method of improving public service and participation by allowing citizens to volunteer their time, efforts and expertise to our organization. The specifics of the Volunteer Program shall be set forth in Administrative Policy (AP4013) promulgated by the General Manager. The purpose of this policy is to establish guidelines for the use of volunteers in District programs and/or day-to-day operations and to specify the roles and responsibilities of those involved in the Volunteer Program.

The Volunteer Program shall not be used to reduce, eliminate or otherwise supplant any position or task provided by the District that is maintained by dedicated, paid personnel employed by the District. Under no circumstances will a volunteer be assigned or undertake emergency activities involving water system operations, including but not limited to activities that, by law, must be performed by a certified operator. That would include, but isn't limited to, any operation or repair of the District's Water Distribution or Water Treatment systems without the proper supervision of a properly certified operator employed by the District. All District volunteers will be subject to the conduct requirements applicable to District employees, including but not limited to the Standards of Conduct in Policy 4501 and the District's harassment and discrimination prevention policy in Policy 4512.

#### 4020.00        RIGHTS AND RESPONSIBILITIES

##### 4020.01        General Principles

These policies and procedures are not a contract with any employee, and the District reserves the right to change the contents at any time and without notice, at the discretion of the Board of Directors. To ensure that the District is able to carry out its statutory functions, mission, and responsibilities, the District is committed to the following general principles in personnel matters:

- 1)        Basing personnel actions on merit, operational needs and efficiencies, excellent service to customers, and organizational needs.
- 2)        Prohibiting illegal discrimination and other inappropriate bias.
- 3)        Ensuring and fostering a culture of excellence and accountability in performance.

##### 4020.02        Personnel Matters

In terms of personnel matters, the Board of Directors shall be responsible for the selection, management, and direction of the General Manager and General Counsel, for setting policy for the organization and providing staff with appropriate direction to implement such policy. The General Manager shall be the chief personnel officer for the District responsible for the selection, management, and direction of the District's workforce. Throughout Division 4 of this District Policy and Procedures Manual, the term "General Manager" shall refer to the actual General Manager or designee.

##### 4020.03        At-Will and "For Cause" Employment

"At-will" is an employment relationship in which either the District or the employee can end the employment relationship at any time, with or without cause or notice. Regular employees holding such positions will typically have an Employment Agreement with the District setting forth various terms and conditions of employment, however nothing in such agreement may alter the "at will" nature of their employment or guarantees any

particular term of employment. Similarly, nothing in the District's policies and procedures shall be interpreted to modify or limit the employment-at-will relationship for such positions absent formal action by the District Board of Directors executed in writing.

For all Regular positions that are not designated as "at will," (typically these are positions below the Supervisor/Principal level of the organizational chart), employment with the district is "for cause" following successful completion of any applicable probationary period. This means that such employees may only be disciplined or terminated "for cause" and subject to applicable due process set forth elsewhere in these Policies and Procedures (Policy 4513). A "for cause" employee's acceptance of a promotion or transfer to a higher level position that is "at will" shall automatically be deemed a waiver of all "for cause" and due process rights or procedures.

These policies and procedures are not a contract with any employee, and the District reserves the right to change the contents at any time and without notice, at the discretion of the Board of Directors.

#### 4020.04      Review of Policy

All Human Resources Policies and Procedures will be reviewed and updated as frequently as evolving legal requirements may require. Further, the District shall endeavor to review and update its Human Resource Policies and Procedures approximately annually to ensure compliance with applicable law.

#### 4040.00      PERSONNEL RECORDS AND PRIVACY

With regard to the collection, storage, dissemination and administration of information pertaining to employees, it is the District's policy to collect only information which the District needs to carry out valid responsibilities or that are otherwise required by law.

Access to personnel files is restricted to authorized employees of the District on a "need to know" basis and is typically restricted to the General Manager and designees regularly assigned to carry out various personnel duties and functions. Other employees may be granted access to personnel file materials at the direction of the General Manager in order to carry out specific authorized personnel functions and activities.

#### 4040.10      Requests for Employee Information or Employment References

All requests for employee information shall be governed by applicable state or federal laws and shall be referred to the General Manager for handling.

Dates of employment (hire and/or rehire) and current job title of an employee and salary may be released to a third party without a signed request or signed consent of the employee. Release of other information requires a signed request, specifying the information desired, the party or parties to whom it may be released, and the signed consent of the employee. Other releases of personnel information will be made as required by law.

Except for authorized disclosure of information by the General Manager, neither District Board members nor District employees shall provide employment references on former employees or current employees without the employee's execution of a written District waiver and release.

4040.20        Review and Duplication of Personnel Records and Medical Records

In accordance with applicable provisions of law, employees may review the non-confidential portions of their own personnel records file upon reasonable notice to the General Manger at a mutually agreed-upon time. One copy of the documents from the employee's personnel records file and medical records file can be made for the employee for their own records at District expense. Generally applicable copying charges will apply to any additional copies requested.

4050.00        EMPLOYMENT DURATION

The duration of employment with Citrus Heights Water District for all Regular employees shall be calculated under the direction of the General Manager for the purposes of establishing insurance benefit eligibility, calculating benefit accruals and the determination of other Human Resources policy provisions.

4050.10        Determination of Employment Duration

Unless otherwise specified in other Human Resources policies, the following criteria are to be used in determining an employee's District employment duration.

4050.15        Hire Date

The Hire Date for employees shall be the first day of employment with the District as a Regular Employee of the District.

4050.20        Employment Duration: Regular Employees

The duration of District employment for Regular employees shall be the difference in years between the current calendar date and the Hire Date inclusive of employment duration inclusions and excluding employment duration exclusions as specified below.



4050.25      Employment Duration Inclusions

The following absences from the workplace are to be included in an employee's duration of District employment:

- Annual Leave
- Management Leave for Exempt Employees
- Compensatory Time Off (CTO)
- Administrative Leave
- Sick Leave
- Compassionate Leave
- Court Appearance
- Jury Service Leave
- Holidays
- Leave without Pay (the first five (5) days annually)

4050.26      Employment Duration Exclusions

The following absences from the workplace are not to be included in an employee's duration of District employment, except as may otherwise be required by law:

- Personal Leave of Absence
- Layoff or Reduction of Work Force
- Break(s) in District Employment for Rehired Employees
- Leave without Pay (beginning with the sixth (6th) day annually)

4050.30      Employment Duration: Regular Part-Time Employees

The duration of District employment for Regular Part-Time employees shall be calculated based upon the number of cumulative hours paid as a Part-Time employee divided by 2,080 as expressed in years inclusive of employment duration inclusions and excluding employment duration exclusions as specified above.

4090.00      JOB DESCRIPTIONS

Job descriptions, including physical qualifications in compliance with state and federal law (e.g. the Americans with Disabilities Act (ADA)), shall be developed and maintained for each job position.

Job descriptions shall be used in a variety of personnel-related issues and circumstances, including but not limited to organizational structure, employee recruitment and selection, performance appraisals, evaluation of accommodation requests, etc.

The statements and qualifications contained within a job description shall reflect general details as necessary to describe the principal function of a job, including but not limited to the essential duties and other responsibilities; physical capabilities; working conditions; licenses and certifications required; and the level of knowledge, abilities, and experience typically required, but should not be considered an all-inclusive listing of work requirements, which often evolve and change from time to time.

4090.10            Job Description Development and Approval

The Board of Directors shall act as the approval and revision body for budgeted positions set forth in the District’s publicly-available pay schedule. The General Manager shall prescribe job classes and develop, approve, and amend as necessary all employee job descriptions consistent with the positions listed in District’s publicly-available pay schedule.

4101.00            COMPENSATION/RECLASSIFICATION/POSITIONS

4101.10            Salaries

It is the intent of the District, subject to applicable economic conditions, to provide employee compensation that is comparable, based upon experience, qualifications, skill set, and performance, with those of similar water utilities and public agencies in the Sacramento region. “Salary” as used in this policy is used in the generic sense to refer to compensation generally, which may be paid on an hourly or salaried basis.

4101.11            Salary Ranges

The salary and total compensation schedules of similar water utilities and public agencies in the Sacramento region may occasionally be used by the District, along with other information as available.

In determining salary ranges for District employment positions, the following criteria are expressed as goals for the District:

- The maximum salary for a particular salary range is to be established as the 100th percentile of the best matches of the maximum labor market salary adjusted for total compensation including benefits. This will be used to set the top step of the District’s benchmark classification salary. Salary ranges for all regular employment positions with the District shall be established by action of the Board of Directors.

4101.12            Salary Survey

The District shall perform a total compensation survey at intervals of no more than three years to ensure that District salaries are consistent with the marketplace.

The information resulting from a total compensation survey will be considered by the District in making amendments to the District’s Salary Schedule.

- In the event that a District salary range or ranges are determined to be below the marketplace for an employment position or positions, the Salary Schedule may be amended to reflect a changed increase to the range. Such an increase to the range shall not automatically change an employee's salary except that an employee's then-current salary that is below the minimum or base salary for the range shall automatically be raised to the new minimum or base. Changes to employee compensation shall be determined by the General Manager and may be implemented over time subject to employee performance and the provision of budgeted funds.
- In the event that a District salary range or ranges are determined to be above the marketplace for an employment position or positions, the Salary Schedule may be amended to reflect a changed decrease to the range. Such a decrease to the range will typically not change an employee's salary except as otherwise determined by the Board of Directors. In the event that an employee's base salary is above the salary range as a result of a decrease to the range, said employee's salary will typically remain frozen (i.e. Y Rated), with no merit or COLA increases, until such time as the salary range is further amended, either due to COLA adjustments, subsequent total compensation surveys or action by the Board of Directors, such that said employee's salary is then within the salary range for the employment position.

4101.13      Salary Schedule

The Salary Schedule may only be amended by action of the Board of Directors. Employees should refer to the current Salary Schedule for further information.

4101.14      Salary Adjustments

Adjustments in salary for employees other than the General Manager, other than salary cost-of-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule may be considered and authorized by the General Manager.

An adjustment in salary for the General Manager, other than salary cost-of-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule shall be considered and authorized only by the Board of Directors.

4101.15      Reclassification

When changes in job duties, surveys or other data show that a position requires modification, the duties and responsibilities contained in the job description will be reviewed to determine whether reclassification is appropriate. Reclassification of a job may, but will not necessarily, increase or decrease an employee's rate of pay. In the event that a position classification has to be changed to a classification with a lower base salary range, the General Manager will determine if the employee's pay rate will be reduced. If the employee's pay rate is not reduced, the pay rate will remain frozen (i.e. Y Rated),

with no merit or COLA increases, until the Salary Schedule is modified such that an increase may be considered.

4101.20      Other Compensation

In addition to salaried compensation provided to employees, other compensation may be provided as approved from time to time by the Board of Directors, and is listed in the Other Compensation Schedule.

4101.25      Positions

The positions listed in the District's current Salary Schedule are those for which the District maintains a current job description and salary range. Filling of the positions is dependent upon the needed skills and training necessary for the District to efficiently carry out its mission. Employment of any person or persons in any of the positions noted is further dependent on the Board of Directors appropriation of funds through the District's budget process or by other Board-approved means. All listed positions need not necessarily be filled.

The orderly grouping of various functional positions is intended to be indicative of a typical career path that an employee could foresee based upon one's growth in areas such as but not limited to knowledge, training, education, accountability, responsibility, and employee supervision.

Temporary workers, which are not considered part of the District's regular work force may be hired from independent employment services at the discretion of the General Manager within authorized budget amounts.

4101.26      Expansion of Work Force

Expansion of the District's regular work force to include positions in excess of the organizational structure and chart shall require approval by the Board of Directors.

4102.00      SALARY COST OF LIVING ADJUSTMENTS (COLA)

The Cost of Living Adjustment (COLA) is reviewed on an annual basis by the General Manager. Any recommendations for COLA adjustments are then submitted to the District's Board of Directors for review and potential final approval, subject to its assessment of the District's then-current financial circumstances.

The Consumer Price Index for All Urban West Consumers (CPI-U) is to be used as a guideline. The current salary schedule will typically be reviewed in December and the salary ranges amended by a COLA as necessary, effective January 1 of each year to reflect the CPI-U percentage change for all urban west consumers during the latest twelve month reporting period (e.g. October to October). Cost of Living Adjustments are to be applied regardless of position within a salary range.

Unless otherwise directed by the Board of Directors, individual employee salaries shall increase by the same percentage amount as the COLA adopted by the Board of Directors, but individual employee salaries will not be reduced by a decrease in the COLA.

4102.10      Salary Survey

In the event that the District's salary schedule is amended due to a salary survey (see Policy 4101), amendment of the current salary schedule by a COLA will not apply.

4102.20      COLA for Reclassified Employees

Salary Cost of Living Adjustments for employees that are reclassified are addressed in the District's Reclassification Policy (see Policy 4130).

4102.30      No COLA for Part-Time and Temporary Employees

Hourly wage rates for Part-Time Employees and Temporary Employees hired directly by the District will not be amended due to a salary cost of living adjustment.

4103.00      SALARY MERIT ADJUSTMENTS

Salary adjustments within the salary range for a particular job title shall be based upon the eligible employee's performance evaluation and any applicable criteria established by the General Manager by Administrative Procedure. No employee whose overall performance evaluation rating is below "meets expectations plus" will be eligible for a merit adjustment in that rating year. Said adjustments shall be determined by the General Manager within the budget established and approved by the Board of Directors.

Salary adjustments tied to the employee's performance evaluation constitute a "Pay for Performance" system where an overall rating of "meets expectations plus" constitutes "superior" performance. For example, a rating of "unsatisfactory," "needs improvement" or "meets expectations" is not eligible for a merit adjustment; ratings of "meets expectations plus," "commendable," "commendable plus" and "exceptional" are eligible to receive a percentage of increase determined by the General Manager in accordance with the budget established and approved by the Board of Directors for this purpose. Salary adjustments for the General Manager shall require approval by the Board of Directors

Merit adjustments, when earned through performance, adjust the base compensation of the employee, as reflected in the publicly-available pay schedule, and therefore are considered pensionable compensation.

An employee who receives a "merit adjustment" may also qualify for an employee incentive award through the District's annual Employee Recognition and Rewards Program, as set forth in Policy 4105 below.

4103.10            Extended Range Merit Adjustment At Top of Classification Range

Subject to its assessment of the District’s financial circumstances and budgetary approval, the Board of Directors shall annually establish the District’s publicly-available salary ranges for each regular, full-time classification other than the General Manager with a minimum salary, a maximum salary that equates to the top base step for each range, and an “extended range” that is no more than percent (5%) above the control point.

An employee who has, through merit adjustments, reached the top of the employee’s salary range (i.e. the maximum salary) is eligible annually to earn “extended range” merit performance pay of 1-5% for the coming year in accordance with the ratings received in the employee’s annual performance evaluation for the prior year. This percentage shall be set by and at the discretion of the General Manager (and for employees subordinate to Department Directors, the General Manager shall consult with the applicable Department Directors to establish the appropriate percentage.)

At the end of each evaluation year, the base salary for any employee who has been receiving “extended range” merit pay shall automatically revert back to the maximum salary level. If the employee’s performance ratings for that year again qualify for “extended range” merit pay, a new corresponding percentage will be set and implemented for the coming year.

No employee who receives a rating in any evaluation category below “meets expectations plus” shall be eligible for “extended range” merit performance pay.

In no case may an employee’s salary exceed the extended range established for that classification as set forth on the Board-approved, publicly-available pay schedule.

4105.00            EMPLOYEE RECOGNITION AND REWARDS PROGRAM

The District’s employees are one of its most valuable assets. The District affirms its desire to employ highly skilled and motivated employees in order to provide the highest level of service within its own work force, to its customers and to the community. In order to acknowledge those employees that go above and beyond everyday expectations in their duties, the District will develop and maintain an Employee Recognition and Rewards Program, the details of which shall be set forth in applicable Administrative Procedure implemented by the General Manager. The Board of Directors shall maintain discretion to approve funds designated for use in the Program. Employee incentive awards through the Program coincide with the annual performance rating of the employee and are in addition to any applicable merit adjustment pursuant to Policy 4103 above. Employee incentive awards are only available for employees who are rated “meets expectations plus” or above; incentive awards are tied to the performance rating, where the maximum rating of “excellent” may receive an incentive award of up to 5% of the Employee’s existing annual salary. For example, and dependent on District Board approval of funds for use in the annual Program, the following Employee incentive awards may be earned by Employees who exceed performance expectations: Incentive

Award Range of 0-3% for Meets Expectations Plus; 0-3.5% for Commendable; 0-4% for Commendable Plus; and 0-5% for Excellent.

An employee incentive award earned through the Program is a one-time payment for the calendar year which does not increase the base compensation for PEPRA employees during that year, as set forth in the publicly-available pay schedule.

4110.00      HOURS OF WORK

District employees generally work Monday through Thursday, defined as regular work days, unless otherwise prescribed by the General Manager. Work hours and schedules will be determined by the General Manager to meet the customer service, operational, project management and administrative needs of the District and may be modified from time to time at the discretion of the General Manager. Employees shall be notified in writing of their typical work schedule.

Periodic or temporary variations to the typical work schedule may be authorized in writing by the General Manager.

Certain limited time near the end of a work day may be authorized by the department supervisor for the cleaning up and putting away of tools and equipment. Employees may also be authorized to use this time to clean.

The District looks unfavorably at any idle time and encourages all employees to use their own initiative in all situations, when not otherwise directed, to make productive efforts toward the betterment of the District. Any employee who believes he or she has exhausted available regularly- assigned work tasks must immediately seek direction from a supervisor to obtain additional assignments.

4111.00      LUNCH AND REST PERIODS

4111.10      Lunch Period

All employees scheduled for more than a five (5) hour work day are eligible for a minimum thirty (30) minute unpaid lunch period during which the employee is relieved of duty. Scheduling of the lunch period will be at the discretion of the department director or supervisor, and the employee is responsible for taking the lunch period at the approved time. Lunch periods may exceed thirty (30) minutes in length at the discretion of the supervisor.

The lunch period is inclusive of travel time from and returning to the assigned work location.

Lunch periods are not paid work time. In situations authorized by the department director or supervisor for those lunches taken as part of a work or training activity, the time is deemed “hours worked” and paid in accordance with regular pay procedures.

4111.20      Rest Period

All employees are eligible for a paid rest period not to exceed fifteen (15) minutes for each consecutive four (4) hour work period. Scheduling of the rest period will be at the discretion of the department director or supervisor.

The rest period is inclusive of travel time from and returning to the assigned work location.

4112.00      OVERTIME PAY

District overtime pay policy will conform to the requirements of applicable law including the federal Fair Labor Standards Act. All “non-exempt” employees will be paid at one and one-half (1.50) times their regular hourly rate of pay for hours worked in excess of forty (40) hours in a regular work week and at (2.00) times for hours worked in excess of twelve (12) hours in a day . A regular work week is defined as a seven-calendar-day period commencing at 12:00 a.m. each Monday and ending at 11:59 p.m. the following Sunday. Pay for non-exempt employees’ work in excess of forty-eight (48) hours in a regular work week will be at two (2.00) times their regular hourly rate of pay. The District retains discretion to “flex” an employee’s working hours within a single seven-day work period to reduce potential overtime costs.

Leave hours shall not be counted as hours worked for the purpose of qualifying for overtime pay except in circumstances where the employee works hours that require returning to work in an emergency situation, after being off duty on discretionary leave and where the emergency work hours are not a continuation of a regular work shift. Under these circumstances, when discretionary leave hours have been scheduled in advance (i.e. vacation or CTO) and are interrupted by an emergency call back, the leave hours within that work period may be counted as hours worked for the purpose of qualifying for overtime pay.

Employees are required to accurately report all hours worked, including overtime, on their timecards. Unauthorized or unreported overtime work is strictly prohibited. Employees may be subject to discipline for violations of this overtime policy.

At a non-exempt employee’s option, compensatory time-off (CTO) in lieu of overtime payments may be granted subject to a maximum CTO accrual (see Policy 4303).



4112.02        Holiday Overtime Pay

All non-exempt employees will be paid at two (2.00) times their regular hourly rate of pay for hours worked on the day of the District observed holiday. For a list of designated District holidays (see Policy 4350).

4112.03        Paid Leave Following Extended Work Shifts

In consideration of the safety and well-being of District employees, any employee, at the discretion of the General Manager's approval, may be granted authorized Leave-with-Pay on the work day that immediately follows a work shift that prevented the employee from having at least eight (8) non-working hours. The purpose of this provision is to ensure that District employees are not required to work when they are overly fatigued from working an overnight or extended shift and that employees are allowed non-working time off to rest without being required to use their Annual Leave, Compensatory Time-Off (CTO) or take Leave-without-Pay.

Upon returning to work after the prescribed eight (8) non-working hours, the employee may be granted a maximum Leave-with-Pay based upon the time difference to the nearest one-quarter hour between their typical work shift starting time and their actual return to work time. In the event that the employee works beyond their typical work shift ending time, the maximum Leave-with-Pay will be reduced by the time worked beyond the typical work shift ending time.

4112.04        Exempt Employees

Exempt positions are those ineligible for overtime compensation according to applicable law. Such positions will be so designated in the applicable job description and/or Employment Agreement.

4112.50        Overtime Recruitment

Scheduled overtime or non-emergency response overtime work shall not be performed without the express prior approval of the General Manager. In unusual circumstances where the General Manager is unreachable, the highest ranking on-duty supervisor may approve such scheduled non-emergency overtime work. Emergencies requiring immediate response do not require prior approval. The procedure for staffing scheduled, non-emergency overtime shall be determined by the General Manager in an appropriate Administrative Procedure.

In an emergency situation (as determined by the General Manager), the General Manager retains the discretion to assign overtime (whether as a hold-over or call-back response) to the first available employees who possess the skill set necessary to address the emergency issue.

4113.00        PAYROLL

Payroll functions shall be performed under the direction of the General Manager.

4113.01        Payroll Period

The payroll period for payment of compensation due to employees shall be 14 calendar days in length. The payroll period shall end at 11:59 p.m. on the 14th calendar day following the beginning of the pay period.

4113.02        Payroll Withholding

The District will make payroll deductions as required by law for each employee. Deductions required by law may include, but are not limited to, Federal tax withholding, State tax withholding, Social Security and Medicare withholding. Deductions may also include garnishment of wages as ordered by a court of law or other entities as authorized by law. The District will also make payroll deductions as requested in writing by the employee for other programs or purposes approved by the District such as deferred compensation plans and supplemental insurance plans.

4113.03        Direct Deposit of Payroll Checks

The District may offer direct deposit of an employee's payroll check into the employees' personal financial account(s), subject to any requirements and/or limitations imposed by State or federal law, the District's payroll service vendor or the District. Enrollment in direct deposit shall be optional and at the sole discretion of each employee.

4113.10        Non-Exempt Employee Time Sheets

All District employees shall record their hours worked, contemporaneously with working the hours, on an Employee Time Sheet. Non-exempt full time employees must account for at least forty (40) hours per work week and shall record the starting and ending time of each work day, each meal period, and any applicable leave time utilized or overtime hours worked. The Time Sheet shall be submitted on a bi-weekly basis to an employee's supervisor or designee as soon as practicable following the end of the work week, typically prior to 9:00 a.m. on the Monday morning immediately following the end of the work week. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

Accuracy of time sheets is critically important, and all employees are to certify in writing that the hours appearing on their time sheet are a true and accurate record of the actual hours worked. Any employee with a question about how to accurately complete the time sheet should seek direction from the General Manager prior to certifying and submitting it. Any attempt to falsify or misrepresent hours worked on a time sheet is strictly

prohibited and will subject an employee to disciplinary action. Each employee's time sheet shall be reviewed biweekly and approved in writing by their supervisor.

4113.11 Time Sheets for Exempt Employees

Time sheets for exempt employees shall be submitted to account for and track tasks performed and as a method of recording leave hours used. Where applicable, the time sheet shall accurately account for tasks performed each work day utilizing the labor code categories and abbreviations as may be established and modified from time to time by the District.

4113.12 Work Week

For purposes of completing time sheets and determining hours worked during a work week, the District's work week shall commence at 12:00 a.m. on Monday and end at 11:59 p.m. on the following Sunday.

4113.20 Payday

All employees will be paid on the Thursday following the end of each bi-weekly payroll period except when this date falls on a District holiday. When this occurs, payment will be made on the preceding business day whenever possible within the constraints of the payroll process. When making payment on the preceding business day is not possible, payment will be made on the first business day following the District holiday.

4113.21 Payment for Standby Duty and Standby Duty Overtime

The bi-weekly payroll covers Standby Duty and Standby Duty Overtime work performed through the completion of a weekly Standby Duty period ending on or before the end of the pay period. Standby Duty and accompanying overtime work completed after the close of the bi-weekly payroll period will be reported and paid as part of the next payroll period.

Completion of a Weekly Standby Duty report by the Director of Operations shall serve as authorization for payment of Standby Duty and Standby Duty Overtime.

4113.30 Advances Prohibited

Employee payroll advances for hours not yet worked are prohibited.

4113.40 No Check Cashing

Cashing of personal or payroll checks by the District is prohibited.

4120.00 STANDBY DUTY

4120.01 Assignment and Rotation of Standby Duty

Regular employees with water distribution system operating experience and certification as a California State Water Distribution System Operator are eligible for water distribution system Standby Duty. Said water distribution system operating employees within the job classes of Expert/Specialist and Journey/Professional shall perform Standby Duty on a rotating basis subject to recommendation by the Director of Operations and approval by the General Manager. In recommending/approving an employee for Standby Duty, the following items shall be required:

1. Knowledge of the operation and maintenance of the District's water distribution and transmission system.
2. Knowledge of District geography.
3. Knowledge of District policies and procedures.
4. Response time to the District property / service area.

a. Employees assigned to Standby Duty must reside within twenty (20) miles of the District headquarters while performing Standby Duty.

The rotation schedule of employees eligible for Standby Duty shall be maintained and prepared on a bi-monthly basis at the direction of the General Manager. Assigned employees are responsible for their weekly duty as assigned, however, a substitute employee(s) from the ranks of those eligible is permitted, with the approval of the Director of Operations, so long as there is no inconvenience to other employees or the District.

Standby Duty shall begin at 5:30 PM on Tuesday and shall end at 5:30 PM on the following Tuesday. Employees shall not perform Standby Duty for two (2) consecutive weeks unless approved by the Director of Operations.

#### 4120.02 Duties

The duties of the employee assigned to Standby Duty encompass responding, either by telephone or in person, to after-hour reports from customers or others of problems associated with District operations. Significant in this response is personal observation and analysis of failure or damage to the District's water transmission and distribution system. In analyzing the failure or damage, the Standby Duty person shall consider public safety, water quality, personal property, the integrity of the adjacent water distribution facilities and other related factors in determining the need to assemble additional District personnel to address the situation.

Selection and assembly of additional personnel to address an off-duty call-out situation shall be consistent with the District's Overtime Recruitment requirements.

An employee assigned to Standby Duty shall remain accessible at all times by a combination of an employee provided standard telephone and/or a District provided

cellular telephone. The Standby Duty person shall not take part in repair activities if at all possible in order to remain accessible for subsequent responses to after-hour reports.

4120.03        Standby Duty Pay

Employees who are assigned to Standby Duty in a non-working status at their residence during off-duty hours shall be entitled to payment for Standby Duty in addition to their regular compensation and overtime pay as set forth in the “Other Compensation” schedule (see Policy 4101) per each Standby Duty assignment. Daily pay for Standby Duty, as set forth by the Board of Directors, may differentiate between regular work days, Friday, Saturday, Sunday and holidays.

An employee who is assigned to Standby Duty during the time period from 7:00 AM to 5:30 PM on a District observed holiday (see Policy 4350) will be compensated for the day the holiday is observed by receiving District holiday Standby Duty pay (see Policy 4101) and will also receive ten (10) hours added to their Annual Leave accrual upon completion of their Standby Duty assignment.

4120.04        Vehicle and Equipment Use

Employees who are assigned to Standby Duty shall be provided with and use a District vehicle, in accordance with the District’s vehicle policy, as designated by the Director of Operations. Said vehicle shall be equipped with the necessary tools and equipment to enable the employee to properly carry out the tasks typically associated with Standby Duty. A check list of the tools and equipment necessary to perform Standby Duty shall be prepared by the Director of Operations. Weekly, prior to occupying said District vehicle, the incoming Standby Duty employee shall confirm that all tools and equipment are secure and present in good working condition. On the last day of a Standby Duty assignment, the outgoing Standby Duty employee shall clean said vehicle inside and out at the beginning of the regular duty shift.

The employee may, at his/her own risk and liability, store his/her personal vehicle at the District’s corporation yard while using a District vehicle for the performance of Standby Duty. Relocation of a Standby Duty employee’s personal vehicle to a location other than the District’s corporation yard shall be the responsibility of the employee and shall be done outside of regular working hours without additional compensation.

4120.50        Call-Outs

4120.51        Call-Out Reports

A Call-Out Report must be completed by the Standby Duty employee for all calls received, whether or not it was necessary for the Standby Duty employee to respond in person to a call. The Call-Out Report will be prepared on the District provided form and shall be delivered to an Operations Department supervisor at the beginning of the next regular work day.

All call-outs and overtime worked are to be reviewed by the Director of Operations prior to payment of overtime. The Director of Operations or designee shall prepare a weekly report quantifying Standby Duty Pay and Call-Out Pay. The Director of Operations shall maintain a historical file of Standby Duty and Call-Out Reports together with supporting documentation including, but not limited to, notification reports received from the District's answering service.

4120.60        Call-Out Pay

An employee shall receive overtime Call-Out Pay in addition to Standby Duty Pay whenever the employee is unexpectedly required to return to duty because of unanticipated work requirements if notice to return is given to the employee following completion of the employee's normal work shift and departure from the District offices.

4120.61        Compensation Rate

Call-Out Pay shall be at the appropriate overtime rate of hourly compensation with a one (1) hour minimum per call-out.

4120.62        Multiple Call-Outs

Whenever the same employee receives multiple call-outs within the same time period (i.e., before the employee returns to his / her residence from the first call-out), the employee shall not be entitled to additional pay except for time actually worked beyond the first call- out minimum.

4120.63        Travel Allowance

For purposes of determining hourly compensation for call-outs, travel time from the employee's residence to the reporting station and return to residence shall be included in the minimum pay period. However, travel time does not count as "hours worked" for purposes calculating any applicable overtime. An exception to this would be if the employee would be required to remain on duty until the start of the regularly scheduled shift when return travel time will not be paid.

4200.00        EMPLOYEE INSURANCE BENEFITS

4200.01        General

The District provides a variety of insurance coverages and benefits. The General Manager or those employees designated to regularly perform human resources duties are available to discuss and answer employee questions. It is the employee's responsibility to fill out claim forms and send them in for processing; however, the employee may obtain assistance from such personnel.

4200.10        Employee Benefits Statement

The General Manager shall oversee preparation and distribution of an annual summary statement of employee benefits and costs related thereto including the employee's utilization of the District's Education Assistance Program (see Human Resources Policy 4401) shall be provided to each employee in accordance with particular benefit plan requirements or by March 31 of each year.

4210.00      HEALTH INSURANCE

Regular employees working forty (40) or more hours per week, and their dependents, as defined in Section 4210.10 of this Policy, are covered by a group health insurance plan through the District. Group health insurance benefits for Regular part-time and other employees are provided as required by law.

Coverage begins on the first day of the month following an eligible employee's hire date and is paid by the District to a monthly maximum periodically set by the Board. Monthly health insurance premium amounts for a covered employee that exceed this monthly maximum shall be paid by the employee in the form of a payroll deduction from each pay period. Covered employees shall also pay a contribution toward their health insurance coverage in accordance with the benefit program approved from time to time by the Board of Directors. Similarly, co-payments required by the approved benefit program shall be the full responsibility of the employee at time of service. Upon submission of a claim to a third party administrator, eligible co-payments may be eligible for reimbursement through an approved District health savings or plan or reimbursement program. Employees should consult Human Resources or the Provider for details.

It is mandatory that each employee notify the General Manager whenever any additions or deletions occur in his/her dependent status.

Employees may elect not to enroll in a District-provided health insurance plan if they have qualifying health insurance coverage through a parent's, spouse's or a registered domestic partner's employer. Employees making such an election shall provide written documentation to the District verifying their health insurance coverage at least every six (6) months. If an employee elects not to enroll in the District-provided health insurance plan, the employee shall receive a payment of \$400.00 per month in lieu of health insurance enrollment. The payment shall be processed through the District's payroll, and is subject to all applicable federal, state and local withholdings. For non-exempt employees, this amount is also factored into the employee's "regular rate of pay" for purposes of overtime compensation calculations.

#### 4210.01 Cobra

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires employers with at least twenty (20) employees to continue health care coverage for employees and/or eligible dependents, as defined in Section 4210.10 of this Policy, that lose coverage due to certain qualifying events. If an employee's group health benefits end due to specified qualifying events in compliance with federal law, the employee or dependent may elect to continue coverage under the District's health insurance plan for a limited period and at the employee's or dependent's expense as provided by federal and/or state law.

Covered employees or eligible dependents will be responsible for notifying the health insurance plan administrator of divorces, legal separations, or loss of dependent status. Individuals will have a limited period to elect to continue the health care coverage as provided by federal or state law.

Employees and dependents that qualify and wish to continue their health care coverage will receive notification of their COBRA rights from the District's third-party administrator and will receive the necessary information and forms to initiate the conversion process.

#### 4210.10 Dependents

For the purpose of determining eligibility for group health insurance benefits, dependents shall be as established and defined by the group health insurance carrier or by state or federal law. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate etc.) may be required by carriers as a condition of providing dependent coverage

#### 4210.11 Directors

Consistent with Section 2080.20 of this Policy and as permitted by law, Directors may participate in the District's group health insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

#### 4211.00 DENTAL INSURANCE

The District provides group dental insurance for Regular employees whose positions are regularly scheduled to work 32 hours per week or more and their eligible dependents. Group dental insurance benefits for Part-Time employees are subject to the terms and conditions



specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001). Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4211.10      Dependents

For the purpose of determining eligibility for group dental insurance benefits, dependents shall be as established and defined by the group health insurance carrier. Carriers typically include spouses and children to a specified age as eligible dependents. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate, etc.) may be required by carriers as a condition of providing dependent coverage.

42.10.11      Directors

Consistent with Section 2080.20 of this Policy and as permitted by law, Directors may participate in the District's group dental insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

4211.20      Policy Renewal

Renewal of the Dental Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4212.00      VISION INSURANCE

The District provides group vision insurance for Regular employees whose positions are regularly scheduled to work thirty-two (32) hours per week or more and their eligible dependents. Group vision insurance benefits for Part-Time employees are subject to the terms and conditions specified in the Offer Letter between the District and the Part-Time employee (see Policy 4001). Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4212.10      Dependents

For the purpose of determining eligibility for group vision insurance benefits, dependents shall be as established and defined by the group health insurance carrier. Carriers typically include spouses and children to a specified age as eligible dependents. Evidence of the legal or eligibility status of dependents (e.g., marriage license, birth certificate, etc.) may be required by carriers as a condition of providing dependent coverage.

42.10.11 Directors

Consistent with Section 2080.20 of this Policy and as permitted by law, Directors may participate in the District's group vision insurance plan in the same manner and subject to the same terms and conditions as regular employees. However, Directors shall be responsible for the entire cost of participating in the plan, expressly including any share of the cost paid by the District for such employees. In addition, Directors are not eligible for any payment in lieu of coverage offered to employees. Participating Directors shall promptly reimburse the District for any premium advanced on their behalf upon receipt of an invoice from the District. Failure or late payment may be grounds for terminating benefits.

4212.20 Policy Renewal

Renewal of the Vision Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4220.00 LIFE INSURANCE

Regular employees whose positions are regularly scheduled to work thirty-two (32) or more hours per week are covered by a group life insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board.

All employees may purchase additional life insurance above that provided by the District. Said purchase shall be made by payroll deduction as coordinated through Human Resources.

Provision of this additional life insurance is subject to acceptance by the insurance company. No additional compensation will be provided in lieu of non-acceptance of coverage.

4220.20 Accidental Death and Dismemberment Insurance

Regular employees who work thirty-two (32) or more hours per week are covered by a group accidental death and dismemberment insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board.

4220.30 Policy Renewal

Renewal of the Life Insurance and Accidental Death and Dismemberment Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4222.00 DISABILITY INSURANCE

Regular employees whose positions are regularly scheduled to work thirty-two (32) or more hours per week are covered by a long term disability insurance plan. Premiums are paid by the District in accordance with the current benefit program approved by the Board. Employees will

be provided with a copy of the plan document that specifies the situations by which an employee is eligible and the method by which the exact benefit is calculated.

In general terms, the benefit of Long Term Disability (LTD) Insurance is to provide income protection if the employee becomes disabled from a covered sickness, accidental bodily injury or pregnancy. Coverage begins after a specified number of calendar days of continuous disability as provided in the policy. Any and all accrued Annual Leave, Management Leave, Compensatory Time Off (CTO), Sick Leave may be used during the initial period and may be integrated with the employee's Long Term Disability Insurance benefit after this period. At no time will the employee's gross earnings between any combinations of insurance or accrued benefit be greater than 100% of the employee's regular pay during a period of disability.

A physician statement certifying a disability is required to apply for Long Term Disability Insurance benefits. Forms for application are available from Human Resources.

An employee's Annual Leave, Management Leave and Sick Leave benefits will continue to accrue during the initial thirty (30) calendar days of a disability, after which they will cease accruing until the employee returns to work. The District will continue to pay the District portion of health, dental, vision, life, accidental death and dismemberment and long term disability insurance premiums (at the levels in place prior to the LTD insurance claim event) while an individual is receiving LTD benefits to the extent required by law or other District policy.

4222.10        Policy Renewal

Renewal of the Disability Insurance Policy shall be handled administratively, and only brought forward to the Board for approval if there are any recommended policy or carrier changes, or if the rates come in above the approved budgeted amount.

4223.00        WORKERS' COMPENSATION INSURANCE

Any employee, director, or officer who is injured in the performance of assigned duties shall receive such medical examination, medical care, compensation and other benefits as are awarded under the workers' compensation laws of the California Labor Code and the District's Workers' Compensation Insurance Policy.

It is the employee's responsibility to immediately report all injuries, regardless of severity, as set forth in Policy 4703, Injury and Illness Reporting.

The District will coordinate Workers' Compensation Insurance benefits with Sick Leave benefits if the employee so elects. After Sick Leave benefits are exhausted, Annual Leave, Management Leave or Compensatory Time-Off (CTO) may be used. Any employee who is off work and receiving Workers' Compensation Insurance benefits may elect to continue receiving a regular salary from the District while using accrued Annual Leave, Management Leave, CTO and/or Sick Leave.

Employee Annual Leave, Management Leave and Sick Leave benefits will continue to accrue during the initial 45 calendar days of a work-incurred disability, plus one day for each day (or fraction thereof) worked on a Return to Work Program (See Policy 4730) work assignment, after which they will cease accruing until the employee returns to unrestricted work duty. The District will continue to pay premiums for the group health, dental, vision, life, accidental death and dismemberment and long term disability insurance currently in force, up to the maximum dollar amount paid by the District while an individual is disabled and receiving Workers' Compensation Insurance benefits and on an approved Medical Leave of Absence (see Policy 4331). The employee will be responsible for paying any premium amounts that exceed the maximum amounts paid by the District.

4223.10        Volunteer Workers

Pursuant to District Resolution 7-97 and Labor Code Section 3363.5, an unpaid person authorized to perform volunteer service for the District shall be deemed to be an employee of the District for the purposes of Workers' Compensation Insurance benefits provided for by law for any injury sustained by such person while engaged in the services of the District under the direction and control of the governing Board of the District or its designee.

4301.00        ANNUAL LEAVE

The District's Annual Leave benefit provides Regular employees with paid time off for personal purposes including but not limited to an annual vacation. Ownership of Annual Leave is vested with the employee. Throughout this Policy manual and accompanying Administrative Procedures, where the term "vacation" is used it is as a synonym for leave covered by the District's Annual Leave benefit.

The District encourages every Regular employee to take an annual vacation as paid time-off away from work. An annual vacation is defined as a minimum of forty (40) work hours of annual leave taken as consecutive full days away from work, excluding weekends and holidays, on an approved Annual Leave.

For the purpose of calculating the duration of District employment to determine Annual Leave accrual rate, total employment by the District as a Regular employee will be the basis. Such employment need not be continuous.

4301.01        Accrual

For each Regular employee, Annual Leave shall be earned and accrued for each regular hour paid on the basis of the schedule below:

Schedule A: For employees hired prior to October 15, 2008

<u>Duration of District Employment at end of calendar month</u>	<u>Hours Accrued Per Reg Hr Paid</u>	<u>Maximum Hours Accrued Annually</u>
0.00 to 3.99 years	.04616	96
4.00 to 6.99 years	.05770	120
7.00 to 9.99 years	.06924	144
10.00 to 14.99 years	.08077	168
15.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

Schedule B: For employees hired or re-hired on or after October 15, 2008

<u>Duration of District Employment at end of calendar month</u>	<u>Hours Accrued Per Reg Hr Paid</u>	<u>Maximum Hours Accrued Annually</u>
0.00 to 3.99 years	.04616	96
4.00 to 7.99 years	.05770	120
8.00 to 11.99 years	.06924	144
12.00 to 15.99 years	.08077	168
16.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

The Annual Leave accrual rate and determination of total District employment years for Regular employees shall be prorated in accordance with their regular scheduled hours (e.g. a 3/4 time employee will accrue at ¾ the rates and maximums specified above). Annual leave accrues on a bi-weekly basis concurrent with employee's bi-weekly compensation schedule.

Employees shall continue to accrue Annual Leave while in a District-paid status on Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

4301.02      Scheduling

Vacations and time-off must be scheduled by, and approved as far in advance as possible, by the employee's Department Director. Department Directors will coordinate vacation schedules internally to minimize impact on the District's operation. Annual Leave scheduling will be at the discretion of the Department Director. In the absence of the employee's Department Director, his or her designee or the General Manager shall act as the approving authority.

While on Annual Leave if an employee exceeds his/her earned Annual Leave time, his/her Management Leave and Compensatory Time-Off balances will be debited. When the aforementioned leave resources are exhausted he/she shall be considered on an unpaid Personal Leave of Absence subject to the provisions of the Personal Leave of Absence Policy 4330.

4301.03        Documentation

- A.     A signed and approved Leave Request form is required for use of Annual Leave.
- B.     The General Manager shall maintain records of Annual Leave balances, accruals and deductions. Employees shall be notified regularly of their Annual Leave balances through the District's payroll process.
- C.     Annual Leave hours shall be deducted from an employee's total as used.

4301.04        Annual Leave Accrual and Payment

- A.     Maximum Accrual. Employees are encouraged to take full use of their Annual Leave and avoid accumulations beyond 200 hours. Accumulations above 200 hours will be reduced to 200 hours based on the last payroll of October. Account balances in excess of 200 hours will be paid to the employee on a special payroll in November. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- B.     Separation from Employment. If employment is terminated for any reason, accrued Annual Leave will be paid through the last full day of employment. Payment shall be made at the employee's then-current rate of pay. Employees may elect to receive payment for accrued Annual Leave at the time of temporary reduction of work force (see Human Resources Policy 4810).
- C.     Employee Request for Payment in Lieu of Annual Leave. An employee may request payment once per year in accordance with the procedure set forth in the Administrative Procedures.

4302.00        MANAGEMENT LEAVE

In recognition of additional hours required due to working time necessary outside of regular working hours for exempt employees, as listed in Human Resources Policy 4112, Management Leave shall accrue for exempt employees and shall be credited independent of other Leaves. Ownership of Management Leave is vested with the employee.

4302.01        Accrual

Each exempt employee should receive 80 hours of Management Leave on November 1st. New employees or newly promoted employees receive a prorated number of hours based on their start date for the exempt position.

4302.02        Scheduling

Time-off must be scheduled and approved as far in advance as possible by the General Manager. The General Manager will coordinate leave schedules internally to minimize impact on the District's operation. Scheduling will be at the discretion of the General Manager.

4302.03      Documentation

- A. A signed and approved Leave Request form is required for use of Management Leave.
- B. The General Manager shall maintain records of Management Leave balances, accruals and deductions. Exempt employees shall be notified no less than bi-weekly of their Management Leave balance.
- C. Management Leave hours shall be deducted from an employee's total as used.

4302.04      Accrual and Payment of Management Leave

- A. Maximum Accrual. Employees are encouraged to take full use of their Management Leave and cannot have accumulations beyond 80 hours. Any accumulation of management leave hours will be reduced to 0 at the last full pay period of October, and the hours will be cashed out on a special payroll in November. Payment shall be made at the exempt employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- B. Separation from Employment. If employment is terminated for any reason, accrued Management Leave will be paid through the last full day of employment. Payment shall be made at the exempt employee's current rate of pay. Employees may elect to receive payment for accrued Management Leave at the time of a temporary reduction of work force (see Human Resources Policy 4810).
- C. Employee Request for Payment in Lieu of Management Leave. Once per calendar year, an employee can request payment in lieu of accrued Management Leave in accordance with the procedures and requirements set forth in Administrative Policy 4301 relating to payment in lieu of Annual Leave or Management.

4302.05      Conversion of or Maintaining Management Leave

Accrued Management Leave for exempt employees who then become non-exempt will, at the time of receiving non-exempt status, be subject to one of the following options at the written direction from the employee:

- A. Conversion in full from Management Leave to Annual Leave (see Human Resources Policy 4301 Annual Leave).

- B. Maintained as Management Leave for use by the employee with no further accruals.

4303.00      COMPENSATORY TIME- OFF (CTO)

Regular employees may choose to receive Compensatory Time-Off (CTO) in lieu of paid overtime. Ownership of CTO is vested with the employee.

A maximum balance of one hundred sixty (160) hours of CTO may be maintained at any one time. These one hundred sixty (160) hours may be used only as time off and may be carried indefinitely. Overtime work hours will be converted at the appropriate rate consistent with Human Resources Policy 4112 Overtime Pay and Recruitment (1 ½, 2, 2 ½ times) to regular hours of CTO.

Exempt employees are not eligible for overtime compensation and are excluded from accrual of CTO.

4303.01      Conversion Table

Overtime hours will be converted to regular hours of CTO at the following rates:

- One (1) hour of regular overtime equals one and one-half (1½) hours of CTO
- One (1) hour of double time overtime equals two (2) hours of CTO
- One (1) hour of Holiday overtime in excess of eight (8) hours equals two and one-half (2½) hours of CTO

The General Manager will designate District staff that will perform the conversion calculations.

4303.02      Scheduling

Time-Off must be scheduled by, and approved as far in advance as possible, by the employee's Department Director. Department Directors will coordinate leave schedules internally to minimize impact on the District's operation. Scheduling will be at the discretion of the Department Director.

4303.03      Documentation

- A. A signed and approved Leave Request form is required for use of CTO.
- B. The General Manager shall maintain records of CTO balances, accruals and deductions. Employees shall be notified of their CTO balance on their bi-weekly pay stub.
- C. CTO hours shall be deducted from an employee's total as used.
- D. Employees desiring to receive CTO for overtime hours worked shall so indicate on their weekly timesheet next to those hours requested to be converted from paid overtime to CTO.

4303.04.1      Payment in Lieu of Compensatory Time-Off



- A. Once per calendar year, an employee can request payment in lieu of accrued CTO in accordance with the procedures and requirements set forth in Administrative Policy 4301 relating to payment in lieu of Annual Leave, Management Leave and CTO.
- B. Employees can request to cash out CTO balances above 80 hours during the last payroll of October. Cash outs will be paid on a special payroll in November. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- C. If employment is terminated for any reason, accrued CTO will be paid in full at the time of final compensation. Payment shall be made at the then-current hourly rate of pay, or the average rate over the final three years of employment, whichever is greater.
- D. Payment for CTO hours accrued will be provided at the time of employee separation from the District except that employees may elect to receive payment for accrued CTO (a) at the time of a temporary reduction of work force (see Human Resources Policy 4810 Layoff or Reduction in Workforce).

Payment of CTO shall be processed through the District payroll. The District shall report paid CTO and make withholdings from paid CTO in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements.

4303.05        Conversion of CTO to Management Leave for Exempt Employees

Accrued CTO for non-exempt employees who then become exempt will be converted in full from CTO to Management Leave for Exempt Employees (see Human Resources Policy 4302, Management Leave) at the time of attaining exempt status.

4305.00        ADMINISTRATIVE LEAVE

An employee may be placed on paid Administrative Leave when such action is determined to be in the best interest of the District at the discretion of the General Manager. While on Administrative Leave, an employee shall retain the same rights and benefits as if he or she were physically present for duty; however, in the General Manager's discretion, access to District premises, equipment, or systems may be restricted during Administrative Leave periods.

4308.00        PREGNANCY DISABILITY LEAVE

An employee disabled by pregnancy, childbirth or related medical conditions may be eligible to take a pregnancy disability leave (PDL) of absence. If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to

other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, the District may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four calendar months (one-third of a year, or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis. The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so the District can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains:

(1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, the General Manager or employees with designated Human Resources duties shall provide a medical certification form that the employee can take to her doctor.

PDL is unpaid. At the employee's option, she can use any accrued vacation time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. The District does require, however, that the employee use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. Employees who participate in the District's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Employees should

make arrangements with an employee with designated Human Resources responsibilities for payment of their share of the insurance premiums.

Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

4308.01        Lactation Breaks

The District will provide a reasonable amount of break time for an employee who wishes to express breast milk for her infant child. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. If break time cannot run concurrently with rest and meal periods, it will be unpaid.

The District will make reasonable efforts to provide the use of a room or location in close proximity to the employee's work area, other than a bathroom, for the employee to express milk in private. This location may be the employee's private office, if applicable. Please consult the General Manager or an employee with designated Human Resources responsibilities if you have questions regarding this policy.

4309.00        CALIFORNIA FAMILY RIGHTS ACT

Eligible District employees may, upon request, take up to 12 weeks of unpaid leave under the California Family Rights Leave Act. The leave may be used to bond with a new child within one year of the child's birth, adoption, or foster care placement, under the circumstances set forth below (parental leave) or to care for themselves, a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner in order to address a serious health condition of the employee or family member (family care and medical leave). Parental leave must be concluded within 12 months of the child's birth, adoption or foster care placement. Employees should direct any questions to the General Manager or Human Resources staff.

To be eligible for California Family Rights Act (CFRA) leave, employees must:

- (1) have more than 12 months of service with the District during the 12-month period prior to the date on which the leave is to commence;
- (2) have at least 1,250 hours of service with the District during the previous 12-month period

The maximum amount of leave an employee may use under this policy is 12 weeks within a 12-month period, whether for parental leave or family care and medical leave. The District will require certification by the health care provider of the individual requiring care be first provided, specifying the date on which the serious health condition commenced, the probable duration of the condition, and estimate of the amount of time needed for the employee to provide the family care 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 individual requiring the care.

In the case where both parents are employed by the District and are otherwise eligible for parental leave, each employee is eligible for up to 12 weeks of parental leave,. Further, parental leave will be provided in addition to any entitlement of pregnancy disability leave (PDL) due to an employee's own pregnancy-related disability.

Eligible employees may take parental leave in at least two-week increments, with shorter increments allowed on two occasions. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the District's operations. Intermittent leave is permitted in the same intervals as provided in the District's sick leave policy.

Leave under the California Family Rights Act is unpaid, although employees are entitled to utilize accrued annual leave, CTO, management leave, paid sick time as a source of wage replacement during such leave.

During CFRA Leaves, the District will continue to pay for employees' participation (if applicable) in the District's group health plan for the duration of the leave, commencing on the date that the parental leave or family care and medical leave began, at the level and under the conditions that would have been provided if the employee had continued to work in his or her position for the duration of the leave. Thus, the employee must continue to pay his or her share of any group health plan premiums during the leave. If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, he/she also will be required to pay the regular contributions for those benefits while on leave.

The District may recover the premiums that it paid for maintaining coverage for the employee under any group health plans, if (1) the employee fails to return from leave after the expiration of the period of leave to which the employee is entitled, and (2) such failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

Employees must notify the District of their request for CFRA Leave as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. All requests for CFRA Leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. 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 delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for such leave.

Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the California Family Rights Act for either parental leave or family care and medical leave. The District may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take CFRA Leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

If the District employs both parents who are entitled to CFRA parental leave, each parent is eligible for up to 12 weeks of CFRA parental leave for “baby bonding.”

The District will not discriminate in any way against, an individual because he or she exercised CFRA Leave rights or gave information or testimony as to the employee’s or another person’s CFRA Leave, and it will not interfere or limit in any way the exercise or attempted exercise of any such rights.

#### 4310.00 SICK LEAVE

The District’s Sick Leave benefit provides income protection for Regular and Part-Time employees who, because of personal or family illness or accident, are temporarily disabled and absent from work for limited periods of time. Sick Leave is to be considered a privilege based upon specific circumstances. Sick leave has no cash value or other value at separation except as set forth in this Policy and as may be provided in the District’s current agreement with CalPERS.

##### 4310.01 Accrual

For each Regular employee, Sick Leave shall be earned and accrued beginning upon the completion of the first full month of employment and thereafter at the end of each full month of employment at the rate of eight (8) hours per month.

The rate of Sick Leave accrual for Regular employees shall be per pro rata to match the employee’s work hours as a percentage of full time equivalency (but not less than one hour per thirty hours worked).

Employees shall continue to accrue Sick Leave while on a District-paid form of leave, including Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

Sick Leave may be accumulated with no maximum.

An employee who becomes ill while on Annual Leave, Management Leave or CTO and desires to claim Sick Leave rather than use of said Leaves as scheduled shall make such a request as soon as possible. The District may require, without prejudice, a medical doctor’s certificate for any period of Sick Leave requested while on Annual Leave, Management Leave or CTO.

Sick Leave is not considered to be discretionary and is to be used only during illness or to attend to the illness of a family member. If Sick Leave is exhausted, Annual Leave, Management Leave, or CTO can be used in instances of an employee’s illness or need to attend to the illness of a family member. Sick Leave shall not be advanced to an employee prior to its regular accrual; in other words, Sick Leave balances shall not

allowed to go in arrears. An employee with no Sick Leave, Annual Leave, Management Leave, or CTO shall not receive compensation for days not worked due to illness or injury.

4310.02      Procedures

- A. Notification/Maintenance of Contact – An employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the employee must provide notice as soon as practical. Extended Sick Leave benefits are contingent upon maintenance of regular contact with the District. Employees are expected to inform their supervisor of their ongoing need to use Sick Leave and their estimated date of return to work and to maintain this communication. The supervisor shall relay this information to their Department Director.
- B. Medical Release to Return to Work - The District reserves the right to require a health care provider’s written release before the employee may return to work. “Health care provider” has the same meaning as defined in paragraph (6) of subdivision (c) of Section 12945.2 of the Government Code, as it may from time to time be amended.
- C. The District will not condition the use of sick leave on the employee finding someone to cover his/her work.
- D. The District retains the right to request verification of sick leave eligibility/appropriate usage in circumstances indicating potential sick leave fraud or abuse may exist.

4310.03      Permitted Usage

- A. Except as otherwise provided by law or other District policy, an employee may only use paid sick days for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

The term “Family Member” for purposes of this Policy includes:

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

- sibling, or other family member with whom the employee resides.
- B. In limited emergency circumstances declared by the General Manager, not to exceed a period of four (4) months from such declaration, an employee may also temporarily be permitted to use the employee’s accrued sick leave for absences to attend to mandatory evacuations and post-evacuation cleanup affecting the employee or the employee’s “Close Family Member” that are caused by local natural disasters (e.g. the Oroville Dam evacuation in February 2017 and the northern California wildfires in October 2017). For purposes of this section, “close Family Member” shall have the same definition as in District Policy 4311 (Compassionate Leave).

To be eligible for such temporary use of sick leave, an employee must:

- Have accrued District sick leave available (no “advance” of sick leave is permitted);
- Personally own or rent real property within an area subject to a mandatory evacuation order, or have a Close Family member who owns or rents property within an area subject to a mandatory evacuation order.

4310.04      Documentation

- A. A signed and approved Leave Request form is required for payroll/tracking purposes of Sick Leave.
- B. The General Manager shall maintain records of Sick Leave balances, accruals and deductions. Employees shall be notified no less than monthly of their Sick Leave balance.
- C. Sick Leave hours shall be deducted as used (per pay period) from an employee’s total.

4310.05      Accrued but Unused Sick Leave at Retirement or Separation

During employment, a District employee’s accrued sick leave has no cash value except as a wage replacement source during sick leave-related absences.

At retirement or separation, for employees hired on or after September 1, 2019, accrued but unused sick leave has no cash value, but may be converted to CalPERS service credit at retirement as permitted by law and the District’s then-current contract with CalPERS.

At retirement or separation, for employees hired prior to September 1, 2019, upon execution of a full release of claims against the District and all District personnel, an employee will be eligible for severance pay equal to their current hourly rate of pay multiplied by the value of one-third of their remaining Sick Leave hours balance, if any, as follows:

- A. Upon death while employed by the District, or

- B. For CalPERS Members who retire from the District, as to remaining hours after sick leave, if any, is converted to additional CalPERS service credit (as permitted by law and the District’s then-current contract with CalPERS), or
- C. Upon employee’s separation from employment (other than any CalPERS retirement) due to an inability to return to work upon the end of an approved Medical Leave

4311.00 COMPASSIONATE LEAVE

The District provides up to three (3) days of Compassionate Leave with pay twice in a calendar year in the event of a death in a Regular employee’s close family relative as defined below or any family member who resides with or with whom the employee resides.

4311.01 Close Family Relative Defined

Close family relatives include:

- |                   |                             |
|-------------------|-----------------------------|
| Spouses*          | Mother-in-law*              |
| Parents           | Father-in-law*              |
| Children          | Brother-in-law*             |
| Brother           | Sister-in-law*              |
| Sister            | Stepchildren*               |
| Adopted Children  | Stepparents*                |
| Grandparents      | Domestic Partner            |
| Grandchildren     | Domestic Partner’s Children |
| Aunts             |                             |
| Guardians / Wards |                             |

\*current and former

4312.00 CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PROGRAM

The Catastrophic Illness / Injury Leave Donation Program allows Regular employees to donate leave time to other Regular employees that are not able to work due to a catastrophic illness or injury. This Program functions as a wage replacement program during an otherwise approved leave of absence. It does not guarantee any particular type or duration of approved leave of absence. A catastrophic illness or injury means an illness or injury that is expected to incapacitate an employee for an extended period of time and for which taking extended time off from work creates a financial hardship for the employee because he or she has exhausted all of his or her sick or other District- paid time off. This illness or injury may serve to incapacitate the employee or a member(s) of the employee’s immediate family which requires the employee to take time off from work for an extended period of time to care for that family member(s).

The procedures and requirements of the Program are set forth in Administrative Procedure AP4312.



## 4320.00 COURT APPEARANCE

### 4320.01 Work-Related Court Appearance

Work-related court appearances are work time for which District employees shall be paid. A copy of all subpoenas or notices requiring appearance in court or at a deposition shall be provided to the General Manager as soon as possible following an employee's receipt of them so that appropriate scheduling and other arrangements can be made. If an employee's private vehicle is used for travel, mileage to and from the appearance shall be reimbursed in accordance with the applicable District reimbursement policies. All time spent by an employee in traveling, waiting and testifying for such appearances will be compensated at his/her regular rate of pay with such hours credited as hours worked for purposes of overtime calculation, if necessary. Should an employee receive from a court or other non-District sources, fees for services as a witness reimbursement or mileage reimbursement for travel in a District vehicle, the employee shall relinquish such fees to the District.

### 4320.02 Non Work-Related Court Appearance

Non-work related court appearances will require the employee to use Annual Leave, Management Leave or Compensatory Time-Off (CTO) to the extent that such leave time is available to the employee. If no such paid time off is available, the employee will have to take the time off as unpaid. Requests for non-work court appearance leave should be made as soon as practicable following an employee's receipt of a notice to appear.

## 4321.00 JURY SERVICE LEAVE

All employees are eligible to receive Jury Service Leave and compensation for regularly scheduled work hours when such employee is serving as a juror for any legally constituted court or government unit.

Upon receipt of a court summons, an employee shall present the summons to the General Manager at least one week, if possible, in advance of Jury Service. The General Manager will make any necessary scheduling adjustments to accommodate the employee's Jury Service.

To receive compensation for work time missed due to Jury Service, employees must select the "standby" option for the jury service, if available. Employees are to report to work until such time as they are actually called to report for Jury Service if they are on the "standby" option and/or if the time required to meet Jury Service obligations is less than five (5) hours per day. Eligible employees who serve on Jury Service will receive their regular District compensation for regularly scheduled work hours. Regular compensation does not include Certification

Compensation, Standby Duty Pay, Call-Out Pay or other special pay provisions. Jury Service hours are not considered as hours worked for overtime purposes.

Pursuant to the California Code of Civil Procedure Section 215(b), employees of the District that continue to receive compensation from the District for work time missed due to Jury Service will not be paid juror fees from the courts. District employees shall complete the court's Fee Waiver Form in this regard and provide the District with a copy of said Form along with the jury certification slips noted below.

All jury certification slips received indicating appearance dates shall be submitted to the General Manager with a copy to the employee's supervisor.

#### 4325.00      MILITARY DUTY LEAVE OF ABSENCE

Subject to presentation of Orders, a District employee shall have the right to a Military Duty Leave of Absence in accordance with state and federal law. An employee seeking Military Leave should present the applicable orders to the General Manager to determine applicable leave rights, compensation, etc. In addition to the presentation of Orders, a District Leave Request Form must be completed by the employee and approved by the employee's Department Director prior to said Leave.

#### 4330.00      PERSONAL LEAVE OF ABSENCE

The District may grant Regular employees unpaid time off for substantial personal reasons at the sole discretion of the General Manager. A Personal Leave of Absence will not be granted unless all Annual Leave, Management Leave and Compensatory Time-Off (CTO) are exhausted. All Personal Leaves of Absence under this policy are unpaid, and reinstatement is not guaranteed, except as otherwise required by law. No paid leave shall accrue during a personal leave of absence.

##### 4330.01      Duration

Approved leaves may be granted for a period of no less than seven (7) calendar days and no more than sixty (60) calendar days, except as may otherwise be required by law.

##### 4330.02      Procedure

Request for a Personal Leave of Absence must be submitted in writing to the General Manager at least ten (10) calendar days prior to the Leave commencement date, except when medical conditions or emergency situations make such requirement impossible. Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

##### 4330.03      Reinstatement

Upon return to work, an employee will be reinstated in the same job classification, or to a position of like status, pay and benefit entitlement that he/she held prior to his/her Personal Leave of Absence. Nothing contained herein, however, shall limit the District's right to reorganize, expand or curtail any service. In the event an employee's job is eliminated while he/she is on a Leave, the employee shall be entitled upon his/her return, to the same alternatives and considerations that would have been available to the employee had he/she been working at the time his/her position was abolished. An employee's failure to return from a Personal Leave of Absence by a pre-arranged written date will be considered an Absence Without Notice (see Policy 4511).

4330.04      Benefits

During the period of Personal Leave of Absence, arrangements must be made by the employee to pay applicable group health, dental, vision, life, accidental death and dismemberment, and long term disability insurance premiums which are normally paid by the District and to pay for supplemental benefits that are being paid by the employee through payroll deduction. Retirement benefits, Annual Leave, Management Leave and Sick Leave, and any other leave for which accrual is based on time worked or paid time off, will not accrue for the period of the Personal Leave of Absence regardless of the length of said Leave.

Except as otherwise required by law, when an employee returns to work from an approved Personal Leave of Absence, his/her duration of District employment (see Policy 4050) will be adjusted by the period of time absent from work while on an approved Personal Leave of Absence.

4350.00      HOLIDAYS

To provide paid time-off benefits for its Regular and Part-Time employees, the District recognizes the following holidays for all Regular and Part-Time employees:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day Last	Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Wednesday before Thanksgiving (1/2 day)	Fourth Wednesday in November
Thanksgiving Day	Fourth Thursday in November
December 24 (1/2 day)	December 24
December 25	December 25

Floating Holiday (1 work day)

Approved for use via vacation leave procedures;  
cashed out in November each year if unused

If a holiday falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Friday or Saturday, it will be observed the preceding Thursday. December 24 is an exception, if it falls on a Friday, Saturday or Sunday it will be observed the preceding Thursday. An employee must be in a paid status (either working or using approved District-paid leave) both the work day before and the work day after a designated holiday in order to receive pay for the holiday.

#### 4401.00      EDUCATION ASSISTANCE PROGRAM

The District encourages Regular employees to participate in educational and training activities. In addition to increasing employee job proficiency, this Education Assistance Program is intended to improve work force stability and the District's ability to attract and retain outstanding employees.

The Education Assistance Program is available to all Regular employees subject to the approval and discretion of the General Manager. The Board of Directors shall act as the approval body for programs applicable to District Officers per Board of Directors and Officers Policy 2060 and the General Manager.

Expenses advanced by the District for pre-approved educational and training functions that are not attended by the employee (except for circumstances beyond the employee's control as determined in the discretion of the General Manager) and for which a refund or credit cannot be obtained shall be reimbursed to the District by the employee within thirty (30) calendar days of the date of said function.

When required by law, amounts paid to employees under the Educational Assistance Program shall be reported by the District as income to the employee and payroll withholdings made in accordance with State and Federal law.

##### 4401.01      Certification

Regular employees are encouraged to avail themselves of educational opportunities leading to:

- Certification as a Water System Operator and Water Treatment Operator by the State Water Resources Control Board.

##### 4401.02      On-Duty Education

Regular employees may, with prior approval by the General Manager, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to water operations, to the employee's current position, or one he/she may reasonably aspire to.

Management will annually review and identify areas of training required to maintain technical and administrative capabilities. The District will pay fees, tuition, and approved expenses. The General Manager's approval for all requests for on-duty training must be obtained prior to attendance and/or making reservations.

4401.03      Off-Duty Education

Regular employees who desire to obtain skills and/or knowledge, on a voluntary basis, that enables them to improve their general knowledge base and prepare them for future assignments with the District may seek approval from the General Manager pursuant to this policy.

This education may occur after regular working hours at an accredited university, college, vocational trade school, or through a self-study correspondence course which leads to a certificate, license or diploma related to the general water, administrative and public service functions of the District.

Acceptable accrediting agencies are those recognized by the U.S. Department of Education, Office of Postsecondary Education (OPE), the California Bureau for Private Postsecondary Education (BPPE), or the State of California.

Under special circumstances which must be approved in advance, employees may be approved to attend classes during business hours.

4401.04      Eligibility for Off-Duty Education Financial Assistance

Only Regular employees who are performing their jobs satisfactorily and have an employment duration with the District of more than one (1.00) year are eligible for this program.

The following off-duty education may be considered for financial assistance:

1. Degree (Associates, Bachelors, Masters, other as approved).
2. Specific courses taken for credit relating to water functions.
3. Specific courses taken for credit having a general connection to the functions or mission of the District (i.e., accounting, administrative professional, public administration, welding, chemistry, information technology, civil engineering, etc.)

4401.05      Conditions for Financial Assistance

The following conditions apply for receiving financial assistance from the District:

1. Every course that the employee desires to attend must be approved in advance as applicable by the General Manager (or for the General Manager's course(s), by the Board of Directors.)

2. Reimbursement to the employee upon completion of the course with a minimum final grade of a C or equivalent.
3. For good cause shown and financial need demonstrated, the General Manager may approve an advance payment to employee for use in paying tuition upon employee entering into a written agreement (attached policy 4401.A1) to repay the District within one year for any funds advanced where employee fails to complete the course with a minimum final grade of a C or equivalent. Such written agreement will include employee authorization to withhold payments of up to \$100 per pay period from employee's salary, and the balance (if any) to be deducted from employee's final paycheck upon separation, to the extent permitted by law.
4. Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then the remaining cost will be paid by the District.
5. The contribution by the District shall be limited to \$650.00 per course including tuition, books, supplies, and other expenses, including travel. Contributions and participation in excess of \$650.00 per course by the District may be considered for approval by the General Manager (subject to budgetary approval by the Board).
6. The maximum reimbursement that may be received by an employee in one calendar year shall be \$1,950.00 based upon the date of course completion.

#### 4411.00      DEFERRED COMPENSATION

All Regular District employees are eligible for membership in the District's deferred compensation plan(s). Payroll deductions are available upon request.

Effective as of January 6, 2020, the beginning of the first payroll period in 2020, the Employer shall make a matching contribution on behalf of all regular District employees equal to the amount of an employee's Elective Deferral Contributions and Designated Roth Contributions to the Plan for each payroll period, up to a maximum contribution of three percent (3%) of the employee's Base Salary for the payroll period. Contact the General Manager for information on joining the plan(s).

#### 4420.00      EMPLOYEE EQUIPMENT

Employee tools and safety equipment shall be issued as necessary to perform the work prescribed. The specific equipment and reimbursements provided shall be determined at the discretion of the General Manager and identified in an administrative procedure modified from time to time as operational issues dictate. Failure to utilize required safety equipment in violation

of District policies or applicable state/federal requirements is prohibited and will subject an employee to disciplinary action.

Employees shall be provided with uniforms in accordance with Policy 4530.

Employees are liable for any loss or damage caused by negligence or misuse of District-provided employee equipment. Personal use of District-provided employee equipment is not permitted, and will subject an employee to disciplinary action.

4430.00      EMPLOYEE SUGGESTIONS

Employees are encouraged to provide suggestions to their supervisor, Department Director or to the General Manager that may lead to improvements in District operations, services and conditions in the workplace.

4440.00      MEMBERSHIP IN PROFESSIONAL & TECHNICAL SOCIETIES/ASSOCIATIONS

The District may pay directly or reimburse employees for dues and expenses related to District-approved membership in professional and technical societies and associations which directly benefit the District. District-approved memberships shall be determined by the General Manager, subject to authorized budget limits.

4450.00      TELEPHONE CALLS

The use of District telephones (both landlines and cellular/smart phones) is intended for official District business. While it is understood that the use of District telephones for personal reasons is necessary on occasion “as an incidental use”, this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Employees shall not use District telephones for personal toll/long-distance calls that incur charges.

4501.00      STANDARDS OF CONDUCT

The tenure of every District employee shall be conditioned by good behavior and satisfactory work performance. The District establishes Standards of Conduct to guide employees and to assure a safe, efficient, and harmonious operation of the District. Infractions of District standards, or other actions inconsistent with the goals of the District, may lead to progressive disciplinary action under the procedures described in Human Resources Policy 4513.

Standards of Conduct for District employees are as follows:

1. Employees shall satisfactorily perform their duties.

2. Employees shall maintain satisfactory attendance and arrive to work on time, with satisfactory and appropriate justification for absences or tardiness.
3. Employees shall demonstrate respect for, and adhere to, assignments and directives issued by supervisors.
4. Employees shall properly and truthfully complete District records or other documents, including the employment application, time cards, leave requests, benefits related documents or requests, and other records of the District.
5. Employees shall not engage in physical altercations with, threats of physical harm to, and physical and/or verbal abuse of employees, customers or the public.
6. Employees shall exercise prudent care and caution in the conduct of their duties.
7. Employees shall observe safety rules, regulations, policies, practices and procedures including the wearing of safety equipment as directed.
8. Employees shall not engage in the theft or unauthorized use/removal of District property.
9. Employees shall not willfully destroy District property or property of others.
10. Employees shall not engage in unauthorized solicitation or distribution of solicitations. With the exception of District related and/or charitable activities specifically approved by the General Manager or Board of Directors, solicitation is prohibited during work time and in work areas. Distribution of unauthorized literature, posters, handbills or notices in work areas or while on working time is prohibited.
11. Employees shall not possess a lethal weapon on District property during employment.
12. Employees shall not report to work under the influence of, or engage in the possession, sale, purchase or use of alcohol, drugs or any substance which would impair their ability to work.
13. Employees shall take and subscribe any oath, affirmation or deposition as required by law in connection with District employment.
14. Employees shall not engage in activities that create a conflict of interest with their duties and responsibilities with the District.
15. Employees shall not engage in discriminatory or harassing misconduct.
16. Employees shall immediately report the loss, revocation, suspension, or restriction of a California Driver's License when such is necessary to operate District vehicles as a condition of employment.
17. Employees shall immediately report the loss, revocation, suspension, or restriction of a State Water Resources Control Board Water Distribution Operator Certificate or Water Treatment Operator Certificate when such is necessary to operate and maintain District facilities as a condition of employment.
18. Employees shall report for required medical examinations or tests or comply with a District request for a physician's statement.
19. Employee shall not engage in conduct blatantly detrimental to District property, its customers, employees and the public or engage in other practices that may be inconsistent with the mission, vision, values, commitments, image, policies, or goals of the District.
20. Employee shall comply with all directives and refrain from all prohibited actions set forth in this Human Resources Policies Manual, as it may be amended from time to time.



21. Employee shall not engage in any willful act undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.
22. The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. A plea or verdict of guilty, or a conviction showing a plea of *nolo contendere* made to any offense involving moral turpitude is deemed to be a conviction within the meaning of this sub-section. A crime involving moral turpitude is defined as any intentional act of violence against another (including but not limited to attempted or actual assault, homicide, kidnapping, rape, lewd acts upon a minor), arson, fraud crimes or dishonesty.

#### 4511.00 ATTENDANCE

Punctual, consistent and reliable attendance is an essential function of all District positions.

##### 4511.01 Absence

An absence is defined as any failure to be present for work during scheduled working hours (including overtime). Absences which are excused are detailed beginning with Policy 4301 and concluding with Policy 4350.

##### 4511.02 Lateness

Each employee is required to arrive on time, ready to work and complete a full shift. Supervisors will document and use disciplinary actions to correct persistent patterns of lateness or departing early. Lateness is defined as not being present and prepared to work at an assigned location at a prescribed time.

##### 4511.03 Notification

Employees are required to give their supervisor advance notice, when possible, of lateness or absence. If advance notice is not possible, personal notification by phone should be given directly to the supervisor prior to work starting time. A voice message left in the supervisor's District voice mail box or by an electronic mail (e-mail) message left in the supervisor's District e-mail box is acceptable for meeting the notification requirement if authorized by the employee's supervisor. The use of the District's answering service to communicate an absence, except in cases of extreme emergency, is strictly prohibited. Employees may call into the District before and after business hours on the District's "Private Line" telephone number that is listed on the District telephone directory that is periodically furnished to all employees.

Leave Request Forms are required to document all absences. Leave Request Forms shall be completed by the employee and provided to the supervisor within the first eight (8) hours upon return to work.

Employees who are absent must maintain contact with their supervisor daily unless the employee is on approved leave or has provided a doctor's certificate covering a specified period.

In case of extended illness, arrangements should be made by the employee to have his/her condition reported to the District at frequent intervals so work assignments can be delegated to others.

4511.04      Job Abandonment

Where an employee is not on a leave protected by applicable law, an absence without notice for three (3) consecutive days shall be deemed abandonment of District employment and will be treated as a voluntary resignation.

The employee may be eligible for reinstatement after job abandonment only in exceptional circumstances. A Request for Reinstatement must be submitted in writing by the employee to the General Manager detailing the reasons for the absence and explaining why the employee could not have provided the notice required by these rules. Reinstatement Requests must be approved in writing by the General Manager and will be made at his/her sole discretion.

4511.05      Disciplinary Action

Chronic absenteeism, lateness, early departure, leave-without-pay or other infractions of attendance standards are grounds for disciplinary action.

4512.00      HARASSMENT AND DISCRIMINATION PREVENTION POLICY

4512.01      Purpose

All employees, applicants, volunteers, and independent contractors ("workers") working for the District are to be treated with respect and dignity. The District is committed to providing an atmosphere free of harassment and discrimination based on such factors as race, religion, creed, national origin or ancestry, physical or mental disability, medical condition, genetic condition, pregnancy (including childbirth or related conditions), marital status, gender or gender identity/expression, sex, age, sexual orientation, family care or medical leave status, military or veteran status, or any other characteristic protected by law.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and the District. The District will not tolerate harassment of, or discrimination or retaliation against, its workers by directors, managers, supervisors, co-workers, or anyone conducting District business. Similarly, the District will not tolerate

harassment of its workers by others with whom the District has a business, service, or professional relationship (including members of the public).

This Policy does not restrict nor inhibit any supervisor from their responsibility or in their ability to direct, critique and discipline employees in a non-discriminatory, non-retaliatory manner.

Failure to follow this Policy may result in disciplinary action, up to and including termination of employment.

#### 4512.01 Procedures

##### 1.0 Harassment Prohibited

Harassment includes conduct that has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, evaluation, assigned duties or any other condition of employment or career development. This Policy prohibits harassment in any form, including:

- 1.1 Verbal or Written harassment such as epithets, jokes, nicknames, derogatory comments or slurs based on any basis protected by law. By way of example, this would include inappropriate comments on appearance, including dress or physical features;
- 1.2 Physical harassment such as assault, touching, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of any protected classification. As examples, this could be conduct in the form of pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts; and
- 1.3 Visual harassment such as derogatory posters, cartoons or drawings, gestures or leering based on one of the categories of protected status.
- 1.4 Sexual harassment includes, any unsolicited, offensive or unwelcome sexual advances, requests for sexual favors, and other oral or written, visual, or physical conduct of a sexual nature which occurs under any of the following circumstances:
  - 1.4.1 Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;
  - 1.4.2 Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
  - 1.4.3 Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual;

and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.

1.4.4 Sexual harassment also includes gender-based harassment by a person of the same gender.

1.4.5 Prohibited sexual harassment need not be motivated by sexual desire to be unlawful or violate this Policy.

1.4.6 Electronic communications can constitute harassment. This Policy prohibits all types of conduct that fall within the definition of harassment, including e-mails and text messages.

1.4.7 Harassment involving the public includes either harassment of (a) any member of the public by any person conducting District business or otherwise representing the District, or (b) any worker in the conduct of his or her job duties by any member of the public.

## 2.0 Retaliation Prohibited

Retaliation against an employee for reporting violations of this Policy in good faith, or for participating in the investigation of a harassment or discrimination complaint, is strictly prohibited.

## 3.0 Procedures regarding all complaints of potential harassment including retaliation

### 3.1 Employee Responsibility

It is important that employees inform the District as soon as possible about any prohibited harassment because nothing can be done to remedy the situation if the District does not know that it exists.

3.1.1 Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with another employee, the individual should immediately report the conduct to one of the persons listed below.

3.1.2 Any individual who believes that they have been or are being harassed in violation of this Policy shall immediately report this violation to his or her supervisor, the General Manager, the District's designated Human Resources staff or any District supervisor with whom the individual feels comfortable speaking. Complaints about the General Manager should be directed to the District's General Counsel or Board President (who shall immediately notify the General Counsel to coordinate an appropriate inquiry and response).

3.1.3 Any individual who is aware or suspects that another person has been harassed in violation of this Policy shall report this violation to his or her supervisor, the General Manager or any District supervisor with whom the individual feels comfortable speaking.

### 3.2 Supervisor Responsibility

3.2.1 Each supervisor has the responsibility of maintaining a work environment free of harassment. This responsibility includes being available to discuss this Policy with the workers that they supervise and to assure the workers that they are not required to endure any form of prohibited harassment. If someone reports a harassment allegation to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) and reporting the allegation of harassment to the General Manager or the designated Human Resources staff.

3.2.2 Any supervisor who fails to take appropriate action to report or address harassment, discrimination or retaliation issues can and will be disciplined by the District.

### 3.3 Investigation

The District will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge. The District's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties and witnesses involved. Complete confidentiality cannot occur, however, due to the need to investigate fully and to take effective remedial action. Whenever appropriate, the supervisor of the affected department(s) may be informed that a complaint has been filed. The General Manager is responsible for directing an investigation into such allegations and for implementing appropriate remedial action, where warranted. The District will not disclose a completed investigation report except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or as otherwise required by law.

### 3.4 Resolution

3.4.1 After investigation, the District will communicate the confidential findings (i.e., sustained, not sustained, or inconclusive) to the complainant, the alleged harasser, and members of management with a legitimate need to know.

3.4.2 If there is a finding that harassment in violation of this Policy or applicable laws has occurred, the District will take appropriate and immediate action to end any harassment and prevent its recurrence. Where appropriate, the District may first work to resolve the matter informally. If the matter is not

suitable for informal resolution, appropriate formal action will be taken pursuant to applicable policies and agreements. If formal action is required, the complainant may be required to testify at a hearing.

### 3.5 Discipline

Any employee found to have violated this Policy will be disciplined. Specific action taken will depend upon the specific circumstances.

### 4.0 Harassment Involving the Public

4.1 The District strictly prohibits harassment of any member of the public by any person conducting District business or otherwise representing the District.

4.2 Dealing with the public can be challenging and sometimes contentious. While employees are expected to interface with the public as their duties dictate, sometimes in difficult or even volatile situations, employees are not expected to endure actual harassment by members of the public. If an employee feels that he or she is being subjected to harassment by a member of the public, the employee should report such harassment to his or her supervisor (or other person listed above) for investigation and appropriate action. Employees will not be penalized for refusing to tolerate harassment from a member of the public.

### 5.0 Further Information

Employees are urged to contact the General Manager if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California Department of Fair Employment and Housing (“DFEH”) provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated against for complaining, that person may file a complaint or obtain additional information from DFEH at 1-800-884-1684 or <http://www.dfeh.ca.gov>.

## 4513.00 DISCIPLINARY PROCEDURE FOR REGULAR EMPLOYEES

This Disciplinary Procedure Policy applies to employees who are not “at will” and who have successfully completed the applicable probationary period. The District has and desires a culture of coaching and training employees to address many performance and conduct concerns. However, some situations require a more formal type of corrective action where they involve: (a) repeated or more serious performance deficiencies or (b) significant misconduct. Depending upon the facts and circumstances involved in each situation, the District may choose to begin disciplinary action at any step. In general, however, discipline should follow a pattern of increasing severity as causes for discipline are more serious and persist.

### 4513.01 Minor Discipline

Minor discipline may be imposed without reference to the procedural requirement of Section 4513.03 of this Policy. Minor discipline includes verbal warnings, written reprimands, change in work hours, and reassignment without reduction in pay. Minor disciplinary actions may be appealed to the General Manager, whose determination shall be final.

4513.02      Major Discipline

The following disciplinary actions require compliance with the procedures of Section 4513.03 of this Policy. The following procedures may be taken by the appropriate level of management to correct misconduct or performance deficiencies of “for cause” employees (i.e., those regular employees who are not “at-will”. Forms of major discipline are:

- A.      Suspension Without Pay: An ordered interruption of duties for one or more days without pay. Minor suspensions of five work days or less are not subject to the pre-disciplinary procedure below in 4513.03.A and B, but are subject to the post-disciplinary appeal procedure in Section 4513.D.
- B.      Salary Reduction: A reduction in pay from within the employee’s current range to any lower salary within that range, as such range is recorded in the District’s current salary schedule.
- C.      Demotion: A reduction from a position in one classification to a position in another classification having a lower salary range affected for disciplinary purposes. (Demotions resulting from employee’s inability to perform required duties, organizational changes, or layoffs are not disciplinary.)
- D.      Dismissal: Discharge from District employment for disciplinary purposes. A disciplinary dismissal does not include I) layoff or similar release from employment based on a determination by the District that the needs of the District do not require continuation of the employee’s position or II) release due to inability to perform all essential functions of the employee’s position, with or without a reasonable accommodation; a release for either reason is not a disciplinary dismissal and is not subject to the procedures in Policy 4513.

4513.03      Disciplinary Procedures for Major Discipline

- A.      Notice of Proposed Discipline: Before imposing major discipline (other than suspensions of five work days or less), the District shall deliver to the employee a written notice of the proposed major discipline. The notice of proposed discipline shall be prepared by the Department Director. Such notice shall be personally served on the employee or sent by traceable overnight delivery service (e.g. Golden State Overnight,

Federal Express, etc.) to the employee's place of residence as shown on the records of the District. The notice shall contain the following:

- 1) The type and effective date of the proposed disciplinary action.
- 2) A statement of the reasons for the proposed discipline and applicable Policies, rules, etc. The statement of reasons shall contain such specifications as to give a reasonable person a fair opportunity to understand and respond to the reasons.
- 3) If the reasons are based upon documents or materials, the notice shall include copies of the documents or materials considered or relied upon in reaching the determination of proposed discipline.
- 4) Notice of the employee's right to respond either verbally in a pre-disciplinary meeting or in writing, the date, time, place, and person to whom response may be made, and inform the employee a representative of the employee's choice may accompany the employee to the conference, should he/she choose to respond verbally. The notice should also inform the employee that failure to respond within the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
- 5) The General Manager may, in his or her discretion, approve the temporary assignment of an employee to a status of paid administrative leave during any administrative investigation or during the disciplinary process.

B. Employee's Response ("Skelly" meeting). The employee shall have ten (10) calendar days from the date of receipt of the notice to respond to the notice by submitting a written or verbal response. A written response shall be made to the person indicated in the notice. If the employee elects to respond verbally, the meeting to respond shall be known as the Skelly meeting. The Skelly meeting may be conducted by the Department Director or designee. In the Skelly meeting, the employee may be represented by legal counsel or other personal representative, but not by any person involved in the issues or incidents giving rise to the proposed discipline.

C. Notice of Final Disciplinary Action: After the employee has had an opportunity to respond and the pre-disciplinary (Skelly) process is complete, the Department Director or his/her representative shall notify the employee in writing of the final disciplinary action to be imposed upon the employee (if any), the reasons for the disciplinary action, the charge(s), and the effective date(s) of the disciplinary action. The notice shall also advise the employee of the right to appeal, however an appeal shall not delay or otherwise impact the effective date of the final discipline.

D. Post-Disciplinary Appeal from Major Discipline. An employee may appeal a dismissal, demotion, pay reduction, or suspension without pay by filing a written request with the General Manager within five (5) business days of the date of the Notice of Final Disciplinary Action. The appeal shall include the reasons for the appeal.

The General Manager shall set a date for an evidentiary appeal hearing (which shall be held within sixty (60) days of the request for appeal, absent unusual circumstances) and



shall provide written notice of the date, time, and location of the hearing to the employee. The employee may be represented by legal counsel and/or by a representative, but not by any person involved in the issues or incidents giving rise to the disciplinary action.

In his or her discretion, the General Manager may conduct the hearing personally (with assistance of counsel) or arrange for a neutral hearing officer to conduct the hearing and then render an advisory written decision for the General Manager's consideration and decision regarding final discipline. In such case, the hearing officer may be selected by agreement among the parties or the parties may obtain a list of qualified potential hearing officers from the State Mediation and Conciliation Service and select the hearing officer by alternating strikes. The hearing officer should have experience conducting similar types of appeal hearings and will establish procedures for conducting the hearing. The cost of a hearing officer shall be shared equally by the District and an employee organization that represents the employee, if any.

At the evidentiary appeal hearing, witnesses will testify under oath, the parties have the right to introduce relevant oral and written evidence on his/her behalf, and to confront and cross-examine adverse witnesses. To the extent possible, hearings shall be informal, and the technical rules of evidence need not be followed. Any evidence upon which reasonable people may rely in the conduct of serious affairs may be admitted, at the discretion of the General Manager/hearing officer conducting the hearing. A written record of the hearing may be prepared in the discretion of the General Manager or hearing officer (if any), the cost of which shall be shared by the parties. The District and the employee shall each bear their own expenses, fees and costs. Absent good cause to the contrary (as determined by the General Manager/hearing officer), the employee's failure to appear personally at the appeal hearing shall be deemed a withdrawal of the appeal.

If the General Manager presides personally over the hearing, then the General Manager shall render a written decision within twenty (20) business days from the date of the conclusion of the appeal hearing (or from the receipt of the written transcript and closing briefs (if any), if requested by the General Manager). If a hearing officer presides over the hearing, then the hearing officer shall render an advisory written decision in accordance with the timeline above, and the General Manager shall render a written decision regarding final discipline within ten (10) business days of receiving the hearing officer's advisory decision.

The General Manager's decision shall be the final step in the District's administrative process, subject to review as provided by law in Code of Civil Procedure sections 1094.5 and 1094.6.

If the disciplinary action is subsequently revoked or lessened, the employee is entitled to reimbursement for the interim loss of District pay, if any. Reimbursement is limited to the period of time between the effective date of disciplinary action and the date of final decision on the appeal. No reimbursement may be made for any portion of the period

during which the employee was not ready, willing and able to perform the duties of his/her position.

#### 4514.00 GRIEVANCE PROCEDURE

The grievance procedure provides “for cause” employees a means for settling disputes involving the interpretation, application or enforcement of District policies as quickly as possible, and at the lowest possible level of authority. The grievance procedure, however, is not applicable to:

- Employee discipline or employee evaluations;
- Performance improvement plans, training assignments;
- The determination of the contents of a job classification or decision to reclassify (or not to reclassify) a position;
- The determination of procedures and standards for employment and promotion; or
- Challenges to layoffs, transfers, denial of reinstatement or denial of advancement.
- Release for inability to perform essential job functions with or without a reasonable accommodation.

NOTE: complaints of harassment, discrimination or retaliation are not subject to this procedure but rather should be processed in accordance with Policy 4312.

Each step in the grievance procedure is meant to completely resolve the complaint or problem. The steps are to be taken in progressive steps; the employee moves on to the next step only if the problem has not been resolved.

#### 4514.01 Grievance Steps

Step One: The employee filing a grievance (“the grievant”) must notify his or her Department Head in writing of a grievance within five (5) business days of the event(s) giving rise to the grievance. If the grievant is unaware of the event(s) within that time frame, then the five (5) day initial reporting period shall run from the time when the grievant learned of the event(s) or reasonably should have learned of them. The Department Director will set a meeting with the grievant and a member of the designated Human Resources staff within five (5) business days to discuss the grievance. The Department Head will issue a written determination on the grievance within five (5) business days of the meeting with the employee.

Step Two: If a satisfactory result is not reached at Step One, the grievant may appeal in writing to the General Manager. Such appeal must be submitted within five (5) business days of the Department Director’s written decision at Step One. The General Manager shall schedule a meeting with the grievant (and any others the General Manager deems appropriate to include) to discuss the grievance. After the meeting, the General Manager may, in his or her discretion, investigate the grievance further and talk with anyone involved or anyone who might contribute to the facts. The General Manager will return a written decision within ten (10) business days of the meeting with the grievant. The General Manager’s decision shall be final and binding.

4520.00      EMPLOYEE CONFLICT OF INTEREST

The District recognizes the right of employees to engage in private activities away from their employment. However, the following rules will apply to assess and prevent potential conflicts of interest from arising. Failure to adhere to the rules governing conflict of interest may lead to disciplinary action up to and including discharge from employment with the District. Designated employees may also be subject to the provisions of Policy No. 1035, Conflict of Interest.

4520.01      Interference of Adversity Prohibited

No employee shall engage in outside work that will interfere with his or her District job.

4520.02      Gratuities

No employee shall accept personal gratuities or tips offered for District services rendered to a customer or prospective customer.

4520.03      District Time, Equipment and Materials

No work not related to the business of the District shall be done during regular hours of employment and no District facilities, equipment, labor or supplies may be used to conduct such work.

Transportation in District vehicles of persons other than Directors, Officers, employees, agents of the District, or authorized guests, is prohibited and will subject the employee to discipline.

Employees should discourage personal telephone calls and visitors during work hours.

4520.04      District Liability

Employees shall not discuss opinions or comments regarding District liability in any matter with the public. Management shall be advised in all instances regarding customer relations problems that cannot be satisfactorily resolved.

4530.00      UNIFORMS AND DRESS CODE

4530.01      Work Attire

District employees are expected to observe good habits of grooming and personal hygiene, and (for office workers) to dress professionally in an appropriate manner for a business office during business hours. A neat, tasteful appearance contributes to the positive impression District employees make on our customers and service partners.

District logo shirts or sweaters are encouraged and acceptable except where more formal attire is warranted for the occasion (e.g. a court appearance.) On the other hand, while no policy can address every form of problematic attire, employees are advised that tank tops

or other beach/recreational wear, revealing clothing or clothing/hats bearing messaging (e.g., purported humor, political messages, sports logos, etc.) are prohibited. For special occasions designated by the General Manager, a type of clothing usually prohibited may be permitted for the day (e.g. sports team shirts, hats or jerseys).

For all District employees, attire must be clean, well-maintained, and appropriate for the assigned work area or work event. Distracting or safety-impacting personal adornments (such as piercings, brands or tattoos) may, in the General Manager's discretion, be required to be removed or covered while an employee is on duty. Any employee with questions about acceptable work attire should immediately seek guidance from the employee's supervisor or the General Manager.

4530.02        Facial Hair

All facial hair will be kept neat and trimmed. In certain positions, at the supervisor's discretion, facial hair may be disallowed due to safety concerns.

4530.03        Uniforms

The positions for which employees are required to wear District-provided uniforms or personal protective equipment, and the uniform and equipment requirements themselves, are described in more detail in the administrative uniform procedure.

4601.00        EMPLOYEE ORIENTATION

A new or rehired employee will be given an orientation to District policies and benefits and the responsibilities of their employment position. This orientation shall begin on their first day of employment unless circumstances make this impractical.

As directed by the General Manager, the employee orientation process will be conducted and documented by District department directors, managers, administrators and other personnel and include, but not be limited to, the following subjects:

- Human Resources Policies
- Employee Benefits
- Job Duties and Standards for Acceptable Behavior and Job Performance
- Safety

4610.00        PERFORMANCE EVALUATION

Each employee, upon being selected for employment or upon changing jobs while in District employment, shall receive frequent, informal performance feedback and may, at the discretion of the applicable supervisor in consultation with the next-higher-manager, receive a short-form performance evaluation at the end of the first six months in their employment position. Every probationary employee will be evaluated at the end of the applicable probationary period approaches and prior to being approved for "regular" status. Thereafter, employees will be

evaluated annually (or more frequently) thereafter as directed by the General Manager. The purpose of this evaluation will be to provide guidance to the employee with a review of his/her overall job performance within the assigned work areas. The performance evaluation may also be used as a basis for determining employment retention, dismissal, and/or salary adjustment.

The performance evaluation will be facilitated by the employee's Department Director. The Department Director may include other supervisory employees in the evaluation process.

The employee Evaluation Form shall be completed by the employee's supervisor(s) if so directed by the Department Director, and submitted to the Department Director for review and comments. The form shall be reviewed, with the opportunity to add written comments, by each supervisor up the chain of command if requested, concluding with the Department Director.

Completion of the Evaluation Form shall be followed by a Department Director/ supervisor(s)/ employee meeting at which time the evaluator(s) and employee shall have an opportunity to express his or her comments about the evaluation in general and with reference to any segments of the performance evaluation specifically. The Department Director and supervisor(s) shall sign the Evaluation Form at the conclusion of the meeting and the employee shall be given a signed copy of same. The employee will be requested to sign his/her evaluation. The employee may provide written comments to the Department Director for attachment to the evaluation within five (5) working days of the Department Director/ supervisor(s)/employee meeting, and the employee's comments shall be maintained together with the evaluation in the employee's personnel file. The Department Director shall then submit the employee's Evaluation Form together with any employee comments to the General Manager. Performance evaluations are not subject to the disciplinary appeal or grievance procedures.

The General Manager shall serve as the evaluator for his/her direct reports.

The performance evaluation shall not preclude the day-to-day needs of employees regarding guidance, assistance, corrective action, and employer/employee relations in general.

The District provides various forms of training and development support geared both to current job skills and requirements and to employees seeking to improve their general knowledge. Employees are encouraged to communicate in all areas of job interest, in a timely fashion, to their immediate supervisor, who in turn shall report said communication to his or her supervisor. Upon retirement or separation of employment with Citrus Heights Water District, an exit interview may be prepared consistent with the protocol above as reasonably practical and maintained in the employee's personnel file.

#### 4611.00      PROMOTIONS

Promotions generally result in an increase of responsibility within a category of jobs (e.g., from Water Distribution Operator II to Water Distribution Lead Worker/Operator) or to another job category, or to another department. Promotions are not automatic when an individual reaches the top of his/her salary range. Promotions may be made from the existing work force providing an

employee is qualified to fill the position. Employee performance evaluations, interviews, and supervisor and management observations will provide the primary source to determine job suitability. A District employee who promotes to a higher position will be subject to a promotional probationary period in conjunction with District policy.

4701.00      SAFETY OFFICER

One (1) Regular employee of the District will be designated in writing by the General Manager to perform, as a collateral duty, the duties of Safety Officer.

The overall duty of the Safety Officer shall be to help the District achieve the greatest practical degree of freedom from injuries / illnesses and to insure that every employee is provided safe and healthful working conditions, free from recognized hazards. Responsibilities for the Safety Officer shall be as set forth in the District's Injury and Illness Prevention Program (IIPP) (see Policy 4702), Return to Work Program (see Policy 4730) and other responsibilities and duties as assigned from time to time by the General Manager. The Safety Officer will serve as the Team Lead of the District's Loss Prevention Program.

Safety Officer will have increased responsibilities for which the designated employee (other than the General Manager) shall receive a 5% Safety Officer Training/Coordinator Premium.

4702.00      INJURY AND ILLNESS PREVENTION

It is the policy of Citrus Heights Water District to achieve the greatest practical degree of freedom from accidents and to insure that every employee is provided safe and healthful working conditions, free from recognized hazards. To this end, the District shall institute and maintain an Injury and Illness Prevention Program (IIPP) based on the model IIPP program provided by the Association of California Water Agencies - Joint Powers Insurance Authority (ACWA-JPIA). The IIPP shall be reviewed annually and updated as necessary.

Injuries are costly to the individual worker, often significantly changing the employee's future or impairing the security of the employee's family. They are also costly to the District, both directly and indirectly, with indirect costs often being much higher than the direct costs. It is the firm and continuing policy of the Board of Directors that industrial accidents shall be significantly reduced or eliminated with the use of reasonable administrative procedures, engineering controls and by the aggressive promotion of safe work practices within the District.

Each employee has a responsibility to themselves for their own safety, as well as a responsibility to their family, to their fellow workers, to their community, and to their employer in the performance of their duties. Therefore, employees shall be expected to observe safety practices, rules, and operating procedures, as well as instructions relating to the efficient performance of

their work. Optimum safety and efficiency in District operations is reached only when all employees are keenly alert and safety conscious.

4702.10      Safety Committee

The District shall establish a Safety Committee to support the Injury and Illness Prevention Program and to ensure that employees are provided safe and healthful working conditions, free from recognized hazards.

4702.11      Composition

The Safety Committee shall be composed of the following five (5) members:

1.      The District's Safety Officer shall serve as the Chair of the Safety Committee.
2.      One (1) representative from Administrative Services shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
3.      Two (2) representatives from Operations shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.
4.      One (1) representative from Engineering shall be selected by the General Manager to serve a two-year term. Serving consecutive terms shall be avoided when possible and practical.

4702.12      Coordination and Responsibilities

The Safety Committee meets monthly. The meeting date, time and place will be determined by the Safety Committee members and coordinated by the Safety Officer as the presiding member.

The Safety Committee's primary responsibility is to review all reports of incidents or accidents submitted to the Safety Officer, determine cause and recommend actions to be taken to eliminate hazards or educate/train employees on safe work practices and techniques. The Safety Committee will conduct inspections of District facilities at least once a year, to document hazards, and recommend actions needed to eliminate or minimize the risk to employees. In addition, the Safety Committee will prepare written records of the safety committee meetings, review results of the periodic scheduled inspections, review investigations of accidents and exposures and make recommendations to management for the prevention of future incidents, investigate alleged hazardous conditions, and evaluate employee safety suggestions and make recommendations to the General Manager for action by the Board of Directors.

4703.00      INJURY AND ILLNESS REPORTING

All job-related injuries and illnesses, regardless of severity, must be reported immediately to the affected employee's supervisor, the Safety Officer, the designated Human Resources staff and

the General Manager in order to provide prompt and trained evaluation and medical attention, if necessary, and to ensure accurate and timely reporting for Cal-OSHA and Worker's Compensation Insurance. Additional procedures for reporting and actions to be followed by the affected employee, the employee's supervisor and other District staff are contained in the District's Injury and Illness Prevention Program and Return to Work Program (see Human Resources Policy 4730).

#### 4710.00 SMOKING IN THE WORKPLACE

The District shall provide a smoke free workplace. Smoking (including e-cigarette use or vaping) is not permitted at any location where employees, customers and the public may be exposed to secondhand smoke, including:

- In District buildings.
- Within 20 feet of District building exterior doors, operable window openings, or heating/air conditioning units, or within 20 feet of a walkway used for entering or passing between District buildings.
- In District vehicles.
- At District groundwater well sites.

#### 4730.00 RETURN TO WORK PROGRAM

In an effort to minimize serious disability due to on-the-job injuries and to reduce workers' compensation costs, the District will develop and maintain a Return to Work Program. This policy is consistent with the District's responsibilities under the Fair Employment & Housing Act to provide reasonable accommodations to persons with disabilities.

The Program will consist of a team effort made by supervisors, representatives of the District's workers' compensation insurance carrier, the medical provider, the injured employee, and other District staff. All team members are expected to assist in returning the injured employee to a productive status.

Supervisors will assist by directing the employee to appropriate care and assisting in proper reporting of the injury while maintaining regular, substantive communication with the injured employee. They will also assist in arranging work that meets modified work restrictions, as needed, to reduce lost time. The District will work with the representatives of the District's workers' compensation insurance carrier to assist with determining the employee's ability to return to work in accordance with medical recommendations.

##### 4730.01 District Responsibilities

The District shall be responsible for developing and maintaining the Return to Work Program, including any procedures and forms necessary to administer the Program, and providing information to employees regarding the Program.



4730.02      Employee Responsibilities

The injured employee shall be responsible for cooperating with and communicating with his or her supervisor and other District staff, the physician that is treating his or her injury and the District's workers' compensation insurance carrier, to support efforts to assist the employee in returning to productive work as soon as possible.

4740.00      REASONABLE ACCOMMODATION

It is the policy of the District not to discriminate against any qualified person on the basis of mental or physical disability. If an employee needs a reasonable accommodation, the employee should personally notify the General Manager as soon as possible. Reasonable accommodation may include such things as modifications to the work environment, purchase of auxiliary aids, structural accessibility changes in the workplace, modified schedule, and temporary leave from work; however, the District is not required to alter the job duties of the employee's position. While temporary light duty may be an appropriate accommodation, the District is not required to permanently alter the essential duties of the employee's position.

4740.10      Interactive Process

Upon receiving a request for accommodation, the District will engage in a reasonable, interactive process with the employee to ascertain whether the employee is a qualified individual with a disability and, if so, whether any reasonable accommodations are available to permit the employee to perform the essential job duties of employee's position. (The District can also independently commence the interactive process with an employee if it acquires information to suggest that the employee needs a reasonable accommodation in the workplace). The District welcomes the employee's input in this process and will consider any and all suggestions for reasonable accommodations. The District retains the ultimate discretion to determine whether to provide a reasonable accommodation and, if so, which one to provide. In connection with a request for a reasonable accommodation, employees may be required to provide supporting medical documentation, which will be kept by the District in a confidential medical file.

4800.00      EMPLOYEE SEPARATION

4800.01      Categories of Separation

When employees leave the District, they will be assigned to the following categories of separation:

- A.      Resignation: A voluntary separation, including:
  - Resignation with or without notice.
  - Failure to return from a leave of absence.

- Failure to return from a reduction-in-force upon recall.

Employees who resign are required to file a written statement of voluntary resignation with the Human Resources Specialist.

- B. Release: A separation in which the employee is removed from the payroll for non-disciplinary purposes. Releases may result from the employee:
- Not being qualified for the type of work assigned and no other work is available.
  - Due to a reduction in the District work force.
  - Inability to perform essential job functions with or without a reasonable accommodation.
  - For other reasons that are typically not the fault of the employee.
- C. Deceased: The death of an employee in active employment.
- D. Retirement: A voluntary separation which usually includes qualification for benefits under the District's retirement plan.
- E. Discharge: A separation in which the employee is dismissed and removed from the payroll for violation of District Standards of Conduct, safety regulations, or unsatisfactory job performance for which the employee is at fault.

#### 4800.02 Notice to Employee

The District shall provide employees with written notice of separation of employment from the District.

#### 4810.00 LAYOFF OR REDUCTION OF WORK FORCE

The District expects to maintain steady employment for each employee. However, circumstances may require adjustments in personnel by means of a reduction of work force. Before competent employees are separated due to lack of work, every effort will be made to reassign them to another position within the District (see also Policy 4513).

#### 4810.01 Procedure

If the number of employees must be reduced, the reduction will occur beginning with Temporary Employees.

Further reductions will be based on operational needs and performance history. Within a given classification where the number of positions is being reduced, layoffs among incumbents will be determined based on operational need (e.g. required skill sets and certifications) and performance history over a period not to exceed the prior five (5) years.

The District reserves the right to retain certain Regular Employees without regard to duration of District employment because of the employee's special knowledge, skill, training, or experience.

Employees will receive at least ten (10) working days' written notice from the General Manager if they are to be released due to a reduction of work force. At the General Manager's discretion, the affected employee(s) may be placed on paid administrative leave for some or all of the notice period. Employees will receive payment for accrued Annual Leave, Management Leave and Compensatory Time-Off due to a reduction of work force. Payment will be made at the time of the final paycheck.

Employees will be placed on a recall list for twelve (12) months following separation due to reduction in work force. Recall from the list will be based on first operational need, and then performance history. Any former employee on the recall list who retires while on the list remains eligible for recall, but would have to comply with applicable CalPERS requirements if recalled to active service.

#### 4820.00      CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

##### 4820.01      Membership

The District is a member of the Public Employees' Retirement System of the State of California (CalPERS) and membership is governed by CalPERS eligibility regulations.

##### 4820.02      Retirement and Other Benefits for CalPERS Members

Requirements for vesting in the CalPERS retirement system, service retirement or disability retirement, death benefits and other CalPERS benefits are set forth in the District's contract(s) with CalPERS and by regulations and procedures established and enforced by CalPERS. Employees are encouraged to visit the CalPERS website, [my.calpers.ca.gov](http://my.calpers.ca.gov), for more information about their CalPERS retirement options and benefits or to contact the General Manager for more information about CalPERS benefits.

##### 4820.03      Separation of Employment

Upon separation of employment, an employee will have various options regarding their CalPERS contributions and status depending upon their years of service and vesting in the CalPERS retirement system. Employees are encouraged to visit the CalPERS website, [my.calpers.ca.gov](http://my.calpers.ca.gov) for more information regarding their options upon separation of employment or to contact the General Manager for more information.

##### 4820.04      Employee CalPERS Contributions

Requirements for employee contributions toward their CalPERS retirement benefit are set forth in the District's contract with CalPERS and by regulations and procedures established and enforced by CalPERS.

4820.05      District CalPERS Contributions

Requirements for District contributions toward employees' CalPERS retirement benefits are set forth in the District's contract with CalPERS and by regulations and procedures

4830.00      INSURANCE BENEFITS FOR RETIREES RETIRING BETWEEN JUNE 3, 1992 AND MARCH 19, 1996

Subject to the eligibility requirements and levels below, and subject to the retired employee's enrollment in Medicare upon reaching eligibility for such benefits, the District provides the following retiree health insurance benefits. Except as otherwise required by law, no particular form or level of insurance benefit is guaranteed, but rather is subject to the discretion of the Board of Directors as it may direct from time to time.

4830.01      20 Year Service

Retired employees with twenty (20) years of employment by the District are provided with health insurance of the District's choice at District expense upon retirement for the retiree if requested.

4830.02      25 Year Service

Retired employees with twenty-five (25) years of employment by the District are provided with health insurance of the District's choice at District expense for the retiree and his/her spouse/dependents if requested.

Retired employees with twenty-five (25) years of employment by the District who either have no spouse/dependents or do not desire coverage for same may elect the insurance benefit applicable for thirty (30) year service.

4830.03      30 Year Service

Retired employees with thirty (30) years of employment by the District are provided with health, dental, and vision insurance of the District's choice at District expense. Spouse/Dependents of a retired employee with thirty (30) years of employment by the District are provided with health and dental insurance at District expense.

4830.04      Basis for Calculating Length of Employment

For the purpose of calculating length of employment to determine insurance benefits for retirees, total employment by the District, whether as a Regular or Probationary employee, will be the base. Such employment need not be continuous.

4830.20      Application of Policy

This policy shall continue to apply to retired employees for whom this policy was in effect upon their retirement.

Employees that retire after the amended date above are subject to the provisions of Insurance Benefits for Retirees Policy 4831.

4831.00      INSURANCE BENEFITS FOR RETIREES

For employees hired prior to January 31, 2019 who have not opted into the District's health reimbursement account benefit program, the District will participate in the cost of health, dental and vision insurance coverage for retired employees and their qualified spouse, registered domestic partner, and dependents based upon length of employment with the District. Employees hired on or after January 31, 2019 will have the option of the District's health reimbursement account benefit, but no other retiree insurance benefits under this Policy.

4831.10      Length of Employment And Eligibility

For the purpose of calculating the length of employment to determine the District's participation in the cost of insurance benefits for retirees, total employment calculated/credited by PERS as years of service as an employee of Citrus Heights Water District shall be the basis and shall not include credit for years of service attributed to accrued sick leave or credit for purchased years of service time. Such employment shall be cumulative and need not be continuous. No credit will be provided for employment with the District in a Temporary capacity.

Employees must have been employed by the District for a minimum of twenty (20.00) years to qualify for benefits under this Policy and must enroll in Medicare/utilize Medicare as primary upon reaching Medicare eligibility. Employees retiring from the District with less than twenty (20.00) years of service do not qualify for benefits under this Policy.

4831.20      Application of Policy

This policy shall apply to employees retiring from the District following the date of its adoption, March 19, 1996.

Insurance benefits afforded to employees that retired prior to the adoption of this policy shall continue to be governed by the policies, terms, or conditions existing at the time of said prior retirements (see Policy 4830).

4831.30      Qualification of Spouse/Registered Domestic Partner/Dependents

The spouse, registered domestic partner and/or dependents of the employee as of the date of retirement from the District are eligible to participate in the benefits of this Policy. A spouse, registered domestic partner and/or dependents added after retirement are not

eligible for participation. Qualified dependent children are eligible to participate up to the age limits as defined by state and/or federal health care regulations.

4831.40      Selection of Benefits

A retiree can choose either to obtain health, dental and vision insurance on their own for themselves and their qualified dependents or, at the time of retirement, the retiree and each dependent covered under the District's insurance plans, while the retiree was on active status, will be offered the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) option to continue health insurance coverage under the "qualifying event" provision as set forth in the law.

Retirees or their surviving dependents, as defined in Section 4831.30 of this policy, shall be eligible to receive reimbursement from the District in an amount not to exceed the maximum District financial participation shown in Section 4831.50 of this Policy. Reimbursement shall be made only upon presentation of written proof of coverage and proof of payment in a form acceptable to the District. Written proof of coverage must be provided to the Human Resources Department at the beginning of each calendar year before any reimbursement will be issued for the remainder of that year.

4831.50      District Participation

The District's financial participation under this Policy is dependent upon the length of employment with the District as follows:

Length of Employment	Maximum Monthly District Participation
20.00 years	\$ 365.00
25.00 years	\$ 409.00
30.00 years	\$ 457.00

No credit, cash back refund, or other consideration will be provided for any unused portion of the maximum District participation.

The Maximum Monthly District Participation shall be amended as of and effective January 1 of each year by the percent change in the Consumer Price Index for All Urban West Consumers (CPI-U) during the latest twelve month reporting period (typically October to October) unless otherwise determined by the Board of Directors. Said amendments shall be rounded up to the nearest whole dollar amount.

Unless otherwise directed by the Board of Directors, the monthly amount of reimbursement received by eligible retirees will be increased by any increase pursuant to the paragraph above, but will not be reduced by a decrease in the Maximum Monthly District Participation amount.

The District shall report contributions and make withholdings from contributions in accordance with applicable requirements of the Internal Revenue Service, the California

State Franchise Tax Board and any and all other legal requirements. Retirees bear sole responsibility for the tax consequences of District contributions.

4831.85      Death of Retiree

In the event of a retiree's death, a surviving qualified spouse, registered domestic partner, and/or dependents may choose to continue to participate in the benefits of this Policy. A spouse that remarries or a registered domestic partner that enters into another domestic partnership or marries is no longer eligible for participation.

4831.86      Death of Qualified Employee

In the event of the death, prior to retirement, of a District employee who otherwise has met the length of employment requirements necessary to qualify for insurance benefits for retirees, the surviving spouse, registered domestic partner and/or dependents may choose to participate in the benefits under the terms of this Policy.

4831.90      Amendments

The District reserves the right to amend or discontinue this Policy at its sole discretion at any time.

4901.01      EMPLOYEE BUSINESS EXPENSES

Request for travel advances are to be submitted on the appropriate form for review and approval by the General Manager. District vehicles shall be used for travel by vehicle unless a District vehicle is not available. Reimbursement for the use of personal vehicles for District business-related travel shall be approved in advance in writing by the employee's immediate supervisor only in circumstances where a District vehicle is not available. Before an employee can use his or her own vehicle for District business, the employee must have proof of insurance on file with the District, and personal vehicles are not permitted to be used in District business beyond a three hundred fifty (350) mile radius.

Spouses and dependents may accompany the employee on such trips, subject to General Manager approval, provided that their expenses are fully paid for by the employee.

Payment or reimbursement for actual and necessary expenses is obtained by submitting an expense reconciliation form (see Attachment 2060.A1) with appropriate receipts to the General Manager for review and approval. Normally, expenses in excess of \$50.00 will be paid by check.

Business expenses advanced by the District for educational and training functions that are not attended by the employee other than due to circumstances beyond their control and for which a refund or credit cannot be obtained shall be promptly reimbursed to the District by the employee within thirty (30) days of the date of said function.

4901.02      EMPLOYEE MEAL EXPENSES

Meal reimbursements shall be allowed for employees authorized to work at night or on weekends beyond normal working hours when it would be an inconvenience or imposition for such employees to go home for lunch or dinner and then return to work. Authorized work must extend beyond normal working hours for more than two (2) hours to qualify for meal allowance. Employees shall receive a Half-Day per diem as noted below in such event.

Employees may claim reimbursement for meals when traveling on official business or attending a pre-approved seminar, conference, or meeting. Per diem reimbursements for approved events, not to exceed the limits detailed below, can be obtained by submitting a reconciliation request form to the General Manager for review and approval.

Half Day event \$45.00

Full Day Event \$90.00

Employees shall generally not receive the above per diem if meals are provided as an accompaniment to registration. However, if an employee is unable to utilize the provided meal, he or she may receive a half-day or full day per diem as applicable. Any request for per diem shall indicate the District-related reason for not enjoying the provided meal

4901.03        OTHER EMPLOYEE EXPENSES

Incidental employee expenses totaling \$50.00 or less shall be considered for reimbursement from the Petty Cash fund upon request and approval by the General Manager or his/her designated representative, based on presentation of appropriate receipts. Normally, expenses in excess of

\$50.00 will be paid by check.

4911.00        DISTRICT VEHICLE AND EQUIPMENT ASSIGNMENT AND USE

The District will provide vehicles and equipment for use on District business on an as needed or required basis. Employees operating District vehicles and equipment are responsible for their safe operation in accordance with the law. Since most job classifications require daily or periodic operation of District vehicles, employees are required to be in possession of a valid California Driver's License for the class of vehicle being operated. The revoking, suspension, or restriction of that license for any reason by the State of California, or a driving record unacceptable to the District for any reason, may be sufficient cause for reclassification or disciplinary action. Satisfaction of traffic citations is the employee's responsibility.

4911.10        Assignment

The Operations Manager shall maintain a list of all vehicle and equipment assignments.

Only employees designated by the General Manager, Assistant General Manager or Operations Manager will be allowed to take vehicles and equipment home after working hours.



Use of the District vehicle for driving to and from work by the employee constitutes Personal Use of Company Automobile (PUCA) as defined by the Internal Revenue Service (IRS). As such, the PUCA benefit shall be accrued to the employee at the current daily rate prescribed by the IRS based on the requirements of the commuting rule.

Employees that are assigned vehicles for work-to-home use must reside within 20 miles of the District headquarters; unless otherwise approved by the General Manager.

On occasion, overtime is necessary to accommodate the needs of the District. This may cause a separation of working hours when regular working hours and overtime hours are not continuous. In these cases, a District vehicle may be assigned for the duration of the irregular work hours by obtaining prior approval of the employee's supervisor. The use of a District vehicle by an employee meeting this criterion shall be on a controlled basis, and shall be monitored by the appropriate supervisor.

4911.20      Vehicle and Equipment Use

District vehicles and equipment shall be operated only in the course of District business unless otherwise approved by the supervisor.

4911.30      Vehicle and Equipment Identification

District vehicles and equipment, except those assigned to exempt employees, shall have a District logo and vehicle identification number permanently affixed. District vehicles assigned to exempt employees shall have a vehicle identification number permanently affixed and may be provided with removable magnetic logos for use at the discretion of the exempt employee.

4911.40      Vehicle and Equipment Inspections

All District vehicles and equipment shall be inspected weekly. Inspections shall be performed and documented by employees at the direction of the Operations Manager. Inspection reports shall be reviewed by the Operations Manager and maintained by the Safety Officer.

4911.50      Traffic Accident Procedure

When an employee is involved in a traffic accident while operating a District vehicle or District equipment, he/she must immediately notify his/her supervisor, the Assistant General Manager or the General Manager. The employee shall not discuss the accident with anybody but law enforcement officers, a District supervisor or the District's insurance representative. Care should be taken to preserve any evidence and to obtain witnesses.

All vehicles shall be equipped with an accident report packet supplied by the District's liability insurance carrier for use and reference in the event of a traffic accident.

4912.00        PARKING

To courteously serve the District's many visitors, parking should be readily available to the public in the parking lot immediately adjacent to the District's Administrative Office. Employees shall refrain from parking in this area.

Employees shall park in designated employee parking areas or along the public street. Parking shall be at the employee's risk.

Individual parking locations will be designated by the Operations Manager based upon job class and seniority.

4930.00        COMPUTER USE AND INTERNET ACCESS

4930.01        Definitions

For purposes of this policy the following definitions shall apply:

Electronic Communications shall mean and include the use of information systems in the communicating or posting of information or material by way of electronic mail (e-mail), bulletin boards, Internet, or other electronic tools.

Information Systems shall mean and include computers, network, servers and other similar devices that are administered by the District. "Networks" shall mean and include video, voice and data networks, routers and storage devices.

4930.02        District-Maintained Systems

Information systems are maintained by the District to facilitate District business. Therefore, all information sent, received, composed and/or stored on these systems is the property of the District. Access to information systems and electronic communications at the District is a privilege, not a right, and must be treated as such by all employees. All employees must act honestly and responsibly to maintain the integrity of these systems. All employees must respect the rights of all pertinent license and contractual agreements related to District information systems. All employees shall act in accordance with these responsibilities, and the relevant local, state and federal laws and regulations. Failure to so conduct oneself in compliance with this Policy may result in disciplinary action.

4930.03        Privacy Not Guaranteed

All employees should have no expectation of privacy while using the District's electronic communications and/or information systems. The District reserves the right to access, at any time; an employee's electronic mail (e-mail) messages (outgoing and incoming), databases, word-processing, spreadsheet documents and all other forms of files created or stored using the District's electronic communications and/or information systems. Therefore, an employee's outgoing e-mail message must not indicate to the recipient that

his/her incoming mail will be confidential or private. The existence of a password on the system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's General Manager and other District employees as designated by the General Manager. Failure to notify the General Manager and other designated employees of passwords or password changes may result in disciplinary action.

4930.04      Misuse of Systems

Misuse of District's electronic communications and information systems is prohibited and is subject to disciplinary procedures. Misuse includes, but is not limited to, the following:

- A.      Attempting to modify or remove computer equipment, software, or peripherals without proper authorization.
- B.      Accessing without proper authorization computers, software, information or networks.
- C.      Taking actions, without authorization, which interfere with the access of others to information systems.
- D.      Circumventing log-on or other security methods.
- E.      Using information for illegal or unauthorized purposes.
- F.      Personal use of any District information systems or electronic communications for non-District consulting, business or employment.
- G.      Sending fraudulent electronic communications.
- H.      Using electronic communications to harass or threaten other users.
- I.      Violating any state or federal law or regulation in connection with use of any information system.
- J.      Personal use of any District system to access, download, print, store, forward, transmit or distribute obscene material.
- K.      Violating any software license or copyright, including copying or redistributing copyrighted software, without the written authorization of the software owner.
- L.      Reading other users' information or files without permission.
- M.      Forging, fraudulently altering or falsifying, or otherwise misusing District records.
- N.      Launching a computer worm, computer virus or other rogue program.
- O.      Downloading or posting illegal, proprietary or damaging material to a District computer.
- P.      Transporting illegal, proprietary or damaging material across a District network.

4930.05      Harassment and Discrimination

Messages on the District's voice mail and electronic mail (e-mail) systems are subject to the same policies regarding harassment and discrimination as are any other workplace

communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

#### 4931.00 VOICE MAIL AND ELECTRONIC MAIL

##### 4931.01 District-Maintained Systems

Voice mail and electronic mail (e-mail) systems are maintained by the District to facilitate District business. Therefore, all messages sent, received, composed and/or stored on these systems are the property of the District.

##### 4931.02 Voice Mail

Voice mail greetings and messages, whether on the District's office telephone system or on individually-assigned cellular telephones, are reflections of the professionalism of the District and is part of the District's service to its customers. As such, greetings and messages on voice mail shall be professional and courteous. Employees are expected to check their voice mail boxes on at least a daily basis, and change their greeting as necessary to let callers know when voice messages may not be retrieved promptly, such as when the employee is going on leave or training away from the office.

##### 4931.03 Electronic Mail

Electronic mail, also referred to as "e-mail", should reflect careful, professional and courteous drafting, particularly since it is easily forwarded to others and may be subject to disclosure through a Public Records Act request. Be careful about attachments and broad publication of messages. Copyright laws and license agreements also apply to e-mail. Employees with assigned e-mail accounts are expected to check their e-mail on at least a daily basis, and to reply promptly to inquiries and requests received via e-mail.

##### 4931.04 Personal Use Limitations

Voice mail and electronic mail systems are to be used by employees in conducting District business and are not for employees' personal use. The District understands that, on occasion, immediate family members may need to leave messages on the voice mail or e-mail system for an employee, and is willing to accommodate such incidental personal use to a limited degree. However, personal use of the voice mail or e-mail system that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action.

##### 4931.05 Privacy Not Guaranteed

The District reserves the right to access an employee's voice mail (outgoing and incoming) and e-mail messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be confidential or private. The existence of a password on either system is not intended to indicate that messages will remain private, and all employees must make passwords

known to the District's Assistant General Manager and other District employees as designated by the General Manager. Failure to notify the Assistant General Manager of passwords or password changes may result in disciplinary action.

4931.06      Erasure Not Reliable

Employees should be aware that even when a message has been erased, it still might be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has been removed.

4931.07      Message Access

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the District reserves the right to access any and all messages on both systems at any time. Any attempt to block District access to messages, or to gain unauthorized access to messages on either system, may result in disciplinary action.

4931.08      Harassment and Discrimination

Messages on the District's voice mail and e-mail systems are subject to the same policies regarding harassment and discrimination as are any other workplace communication. Offensive, harassing or discriminatory content in such messages may result in disciplinary action.

4932.00      MOBILE DEVICES

Mobile devices, including but not limited to; cellular telephones, smartphones, or laptop/tablet computers, are important tools for the District. However, mobile devices also represent a significant risk to data security as, if the appropriate security applications and procedures are not applied, they can be a channel for unauthorized access to the District's data and Information Technology infrastructure. This can subsequently lead to data leakage and system infection. The District has a requirement to protect its information assets in order to safeguard its customers, property and reputation. This policy outlines a set of practices and requirements for the safe use of mobile devices and applications.

4932.01      Issuance of District Mobile Devices

District mobile devices will be issued to District employees as determined by the General Manager or his/her designee to facilitate the conduct of District business. Employees that are issued District mobile devices are responsible for care of the device and keeping it secure from theft or loss. Loss of, or damage to, a District mobile device shall be reported immediately to the General Manager or his/her designee. Employees may be liable for reimbursement for equipment issued to them that is lost or damaged. Issued equipment shall remain the sole property of the District and shall be subject to inspection and/or

monitoring (including related records, phone logs, text messages, and internet usage logs) at any time. Employees in possession of District equipment are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the equipment for return or inspection. Employees unable to present the device in good working condition within the time period requested (for example, 24 hours) may be expected to bear the cost of a replacement.

Exempt employees, including Department Managers and Supervisors, may have the opportunity to use their personal devices for work purposes when authorized by the employee and the District. If the exempt employee chooses to use his/her District sanctioned personal cellular telephone he/she will receive a stipend amount as listed in District Policy 4101.A2 Other Compensation.

#### 4932.02        Use of District Mobile Devices

The use of District mobile devices is intended for official District business. While it is understood that the use of District mobile devices for personal reasons is necessary on occasion, this privilege must not be abused and time spent in making or receiving such calls shall be kept to a minimum. Personal use of a District mobile devices that interferes with an employee's work performance or otherwise violates District policy may result in disciplinary action. Personal toll/long-distance calls or personal use of other services that result in additional charges shall be reported to the General Manager or his or her designee in writing. Personal use charges shall be reimbursed to the District by the employee that incurred the charges within 20 calendar days of presentation of the receipt that contains the personal use charges.

#### 4932.03        Mobile Device Usage While Driving or Operating Equipment

The use of mobile devices, both those issued by the District and personal mobile devices, while driving or operating motorized equipment on District business and/or District time is considered a dangerous distraction and is prohibited. Calls may be answered by passengers; and if a discussion is necessitated between the driver and caller, the driver must pull over to a safe area off the road to take part in the discussion. If driving alone, the driver may pull over to a safe area off the road to respond to the call or message. Under no circumstances may a driver initiate a cellular phone call while driving a vehicle or operating motorized equipment during the course of business or on District time. An exception may be made if the driver has or vehicle is equipped with a Bluetooth or hands free device.

#### 4932.04        Privacy Not Guaranteed

The District reserves the right to access an employee's cellular telephone voice mail (outgoing and incoming) messages at any time. Therefore, an employee's outgoing voice mail message must not indicate to the caller that his/her incoming message will be

confidential or private. The existence of a password on the cellular telephone voice mail system is not intended to indicate that messages will remain private, and all employees must make passwords known to the District's General Manager and other District employees as designated by the General Manager. Failure to notify the General Manager, or designee of passwords or password changes may result in disciplinary action.

4932.05        Message Access

Messages on the voice mail and e-mail systems are to be accessed by the intended recipient and by others at the direct request of the intended recipient. However, the District reserves the right to access any and all cellular telephone voice messages at any time. Any attempt to block District access to messages may result in disciplinary action.

4932.06        Personal Cellular and/or Wireless Devices

Excessive use of cellular/wireless devices during the work day, regardless of the phone or device used can interfere with employee productivity and be distracting to others. During paid work time, employees are expected to exercise the same discretion in using personal cellular/wireless devices as is expected for the use of any District telephone or computer. Cellular phones may not be used at any work site where the operation of the phone is or may be a distraction to the public or other employees.

4940.00        REASONABLE SUSPICION ALCOHOL AND DRUG TESTING PROCEDURES

It is the policy of the District to establish and maintain a safe and healthy workplace for all District employees that is free of any adverse effects on job performance caused in any way by the use or presence of drugs or alcohol. Additionally, this policy is intended to inform employees that assistance toward rehabilitation is available if an employee needs help in overcoming addiction to, dependence upon, or problems related to the abuse of drugs or alcohol.

Involvement with drugs and alcohol, both on and off the job, takes a toll on individual job performance and employee safety. Impacts of substance abuse include higher health benefits usage and workers' compensation claims, increased safety and liability risks, and diminished productivity and quality of work. The District's goal is to prevent or reduce these and other negative effects associated with substance abuse. This policy will serve to establish prohibitions against conducting District business or representing the District while under the influence of drugs or alcohol. Violation of this policy may result in disciplinary action up to and including termination.

**Definitions**

- Alcohol means any alcohol or alcoholic beverage as defined in the California Business and Professional Code Sections 23003 and 23004.

- Controlled Substance means alcohol, an illegal drug (under either California) or a drug which is defined as a controlled substance under federal law, such as cannabis, or an immediate precursor thereto.
- Conviction means a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal and state criminal statutes.
- Drug means any drug, including, but not limited to, an illegal drug, a controlled substance or a prescription or over-the-counter drug (legal drug) which is listed in any schedule in Sections 11054, 11055, 11056, 11057, or 11058 of the California Health and Safety Code.

–Illegal drug means any drug or immediate precursor which is specified or referenced in any provision of the California Uniform Controlled Substance Act (Division 10 of the Health and Safety Code) which may subject an individual to criminal penalties, or a legal drug which has not been obtained legally, is being used by an individual for whom it was not prescribed, or is not being used in a manner, combination, or quantity for which it was manufactured, prescribed, or intended.

–Legal drug means any over-the-counter or prescription drug which has been obtained legally and is being used in a manner, combination, and quantity for which it was manufactured, prescribed, or intended.

- Drug-Free Workplace means a site for the performance of work in which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- District Business means duties that are performed by an employee for the District, whether on or off District premises, including, but not limited to, events at which an employee represents the District in his/her official capacity and occasions when an employee uses property such as a vehicle owned by the District.
- Substance Abuse means the improper use of controlled substances or any other substance (including legal drugs) that impairs an employee's ability to safely and effectively perform the functions of a particular job.
- Under the Influence means an employee has a measurable amount of a controlled substance in his/her body or is exhibiting negative symptoms of use of a controlled substance or legal drug.

It is the policy of the District that:

- An employee performing District business shall not be under the influence of a controlled substance, or under the influence of a legal drug which interferes with the employee's ability to safely and effectively perform his/her duties.



- An employee’s job performance or safety shall not be jeopardized in any way because another employee is conducting District business under the influence of a controlled substance.
  - An employee shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
  - An employee shall not possess or consume an open container of alcohol or an illegal drug on District premises.
  - An employee shall not allow an open container of alcohol or an illegal drug to be placed or carried in an District vehicle or in any vehicle over which an employee has control while conducting District business.
  - An employee shall not sell, offer, or provide an illegal drug to another person while conducting District business.
  - District prohibits the consumption of alcohol by employees while conducting District business, whether or not such consumption will cause the employee to be considered under the influence of alcohol. Employees representing District at social events or industry events are not prohibited from limited appropriate consumption of alcohol at those events.
  - An employee shall not test positive for a controlled substance.
- A. Application. This section applies to all District employees. Any District employees who fall within mandatory random testing requirements of the Department of Transportation regulations will also be subject to random testing as required by law and other District Policy.
- B. Notice. All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion and/or post-accident testing while on duty.
- C. Reasonable Suspicion Testing.
1. A reasonable suspicion test must be based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech, or body odors of the employee, or in the event an accident occurs while an employee is driving a District vehicle, where there is reasonable suspicion that the driver of the vehicle may be under the influence of alcohol or other drugs. The observations must be made immediately prior to the determination that reasonable suspicion testing is warranted.
  2. The observations must be made by a supervisor and District official who has received at least one hour training in identifying indicators of probable alcohol misuse plus at least one hour training in identifying indicators of probable controlled substance use.
  3. Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the employee’s performance of job-related duties.
  4. Employees for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.

5. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly administered. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.

6. A written record of the reasonable suspicion observations, dated and signed by all employees making the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the employee when the results of the test are released.

7. The supervisor and District official who are making the reasonable suspicion observations shall not conduct the test or participate in the collection or chain of custody of any specimen for testing.

8. Testing shall occur at a testing facility or laboratory that is Department of Health and Human Services certified, and comply with all laboratory analysis procedures and quality control measures set forth in the regulations applicable to DOT random testing. See 49 C.F.R., part 40.

D. Miscellaneous.

1. A refusal to test shall be deemed a positive test. "Refusal" includes but is not limited to

- Refusal to provide a urine sample
- Inability to provide a urine sample without a valid medical explanation
- Refusal to complete and sign the testing consent form or otherwise act to interfere with the testing or prevent completion of the test
- Tampering with or attempting to adulterate the collection specimen or procedure
- Leaving the scene of an accident without obtaining permission from a supervisor, manager, or department director prior to the supervisor, manager, or department director making a determination whether to send the employee for post-accident testing.

2. Employees will not be docked pay nor will their leave be charged for time required to take the tests specified in this article. The employer will pay for the initial test. In the case of post-accident testing, the employee will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.

3. The employee shall pay for all confirmatory testing of a split sample. In the event that the confirmatory test is negative, the employee will be reimbursed the cost of the test. The employee has the following options for payment for this test: 1) Remit payment to the District, or 2) Request a payroll deduction.

4. The District will treat all test results as confidential medical records and recognize that these records may need to be released in the course of legal proceedings.

ATTACHMENT 4001.A1 MANAGER/SUPERVISOR EMPLOYMENT AGREEMENT NEW HIRE

**CITRUS HEIGHTS WATER DISTRICT**

**MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT FOR  
[JOB TITLE]**

This Employment Agreement effective \_\_\_\_\_, 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and

\_\_\_\_\_, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

**RECITALS**

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] [TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. TERM.** The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

**2. AT-WILL EMPLOYMENT.** EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

**3. DUTIES AND RESPONSIBILITES.**

**(a) Duties.** EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

**(b) Accountability.** EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

**(c) Job Position.** EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].

**(d) Work Hours.** EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

**(e) Other Activities.** EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

**(f) Performance Evaluation.** The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

**(i) Annual Written Goals and Policy Objectives.** On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.

(ii) **Rewards and Recognition.** At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(g) **Other Terms and Conditions of Employment.** EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

**4. COMPENSATION AND BENEFITS.** In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

(a) **Salary.** During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent (7%) of the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(b) **Rewards and Recognition.** At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(c) **Benefits.** EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies,

except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

**(d) Cellular Telephone.** EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

**(e) Expenses.** EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

**(f) Professional Activity and Development.** The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

**5. CONCLUSION OF EMPLOYMENT.** This Employment Agreement may be concluded in any one of the following ways:

**(a) By the DISTRICT Without "Cause."** The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

**(b) By the General Manager for "Cause."** The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

**(c) By Mutual Agreement.** At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.

**(d) By EMPLOYEE.** At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

**(e) Obligations at the Conclusion of Employment.**

(i) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

(ii) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained

by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

(iii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.

(iv) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

**(f) Severance Pay.** In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached



hereto, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

**6. INDEMNIFICATION.** The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

**7. AMENDMENTS.** This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

**8. EXHIBITS.** The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A: Job Description for [JOB TITLE]

Exhibit B: Regular Salary Compensation  
Exhibit C: Comprehensive General Release and Severance Agreement

**9. ENTIRE AGREEMENT.** This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.

**10. NOTICES.** Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:

6230 Sylvan Road  
Citrus Heights, California 95610-5615 Fax: (916) 725-0345

EMPLOYEE's Notice Address:

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**11. WAIVER.** The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.

**12. SUCCESSORS AND ASSIGNS.** This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

**13. CONSTRUCTION AND INTERPRETATION.** The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

**14. ACTION BY THE DISTRICT.** All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

**15. SEVERABILITY.** If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

**16. POTENTIAL LITIGATION.** The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.

**17. GOVERNING LAW.** This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

**18. ACKNOWLEDGMENT.** EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

**-19. EXECUTION.** The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

**CITRUS HEIGHTS WATER DISTRICT**

\_\_\_\_\_  
By: General Manager

\_\_\_\_\_  
Date

**EMPLOYEE**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

**CITRUS HEIGHTS WATER DISTRICT**  
**EXECUTIVE/ MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT**  
**EXHIBIT A**  
**JOB DESCRIPTION FOR [JOB TITLE]**

**CITRUS HEIGHTS WATER DISTRICT MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT**

**EXHIBIT B**

**REGULAR SALARY COMPENSATION FOR [JOB TITLE]**

Salary:

- \$ per hour
- \$ bi-weekly
- \$ monthly
- \$ per year

The Regular Salary Range for this position is from a bi-weekly base of \$\_\_, (\$ per hour) to a bi-weekly maximum of \$-\_, (\$ per hour) pursuant to the District's Salary Schedule4101.A1.

Effective Date for Regular Salary Compensation: \_\_\_\_\_, 20

Payroll Authorization: \_\_\_\_\_

By:

General Manager/Secretary

Date

# CITRUS HEIGHTS WATER DISTRICT MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

## EXHIBIT C

### GENERAL RELEASE POLICY

**Severance Pay.** In the event EMPLOYEE is terminated without “cause,” as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to three (3) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for “cause”, the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE’s employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney’s fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful

termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

**CITRUS HEIGHTS WATER DISTRICT**

**DIRECTOR OF EMPLOYMENT AGREEMENT FOR  
[JOB TITLE]**

This Employment Agreement effective \_\_\_\_\_, 20\_\_\_\_ pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and

\_\_\_\_\_, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

**RECITALS**

**WHEREAS**, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] [TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

**WHEREAS**, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

**WHEREAS**, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

**WHEREAS**, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and



**WHEREAS**, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

**WHEREAS**, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. TERM.** The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

**2. AT-WILL EMPLOYMENT.** EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

**3. DUTIES AND RESPONSIBILITIES.**

**(a) Duties.** EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

**(b) Accountability.** EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

(c) **Job Position.** EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].

(d) **Work Hours.** EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

(e) **Other Activities.** EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

(f) **Performance Evaluation.** The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

(iii) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.

(iv) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

**(g) Other Terms and Conditions of Employment.** EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

**4. COMPENSATION AND BENEFITS.** In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

**(c) Salary.** During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent (7%) of the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

**(d) Rewards and Recognition.** At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized,

contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(c) **Benefits.** EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

(d) **Cellular Telephone.** EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

(e) **Expenses.** EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

(f) **Professional Activity and Development.** The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

**5. CONCLUSION OF EMPLOYMENT.** This Employment Agreement may be concluded in any one of the following ways:

(a) **By the DISTRICT Without "Cause."** The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

(b) **By the General Manager for "Cause."** The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of

duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

**(c) By Mutual Agreement.** At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.

**(d) By EMPLOYEE.** At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

**(e) Obligations at the Conclusion of Employment.**

(v) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

(vi) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

(vii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.

(viii) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

**(f) Severance Pay.** In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached

hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

**6. INDEMNIFICATION.** The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

**7. AMENDMENTS.** This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

**8. EXHIBITS.** The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

- Exhibit A: Job Description for [JOB TITLE]
- Exhibit B: Regular Salary Compensation
- Exhibit C: Comprehensive General Release and Severance Agreement

**9. ENTIRE AGREEMENT.** This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.

**10. NOTICES.** Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:  
6230 Sylvan Road  
Citrus Heights, California 95610-5615 Fax: (916) 725-0345

EMPLOYEE's Notice Address:

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**11. WAIVER.** The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.

**12. SUCCESSORS AND ASSIGNS.** This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

**13. CONSTRUCTION AND INTERPRETATION.** The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

**14. ACTION BY THE DISTRICT.** All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion,

consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

**15. SEVERABILITY.** If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

**16. POTENTIAL LITIGATION.** The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.

**17. GOVERNING LAW.** This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

**18. ACKNOWLEDGMENT.** EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

**19. EXECUTION.** The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

CITRUS HEIGHTS WATER DISTRICT

_____	_____
By:	Date
General Manager/Secretary	

**EMPLOYEE**

_____	_____
By:	Date



**CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF \_EMPLOYMENT  
AGREEMENT**

**EXHIBIT A**

**JOB DESCRIPTION FOR [JOB TITLE]**

**CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF \_\_\_\_\_ EMPLOYMENT  
AGREEMENT**

**EXHIBIT B**

**REGULAR SALARY COMPENSATION FOR [JOB TITLE]**

Salary:

- \$ \_\_\_\_\_ per hour
- \$ \_\_\_\_\_ bi-weekly
- \$ \_\_\_\_\_ monthly
- \$ \_\_\_\_\_ per year

The Regular Salary Range for this position is from a bi-weekly base of \$\_\_\_\_ (\$ \_\_\_\_\_ per hour) to a bi-weekly maximum of \$\_\_\_\_ (\$ \_\_\_\_\_ per hour) pursuant to the District's Salary Schedule4101.A1.

Effective Date for Regular Salary Compensation: \_\_\_\_\_, 20\_\_\_\_

Payroll Authorization: By: \_\_\_\_\_

General Manager/Secretary

\_\_\_\_\_  
Date

**CITRUS HEIGHTS WATER DISTRICT DIRECTOR OF EMPLOYMENT  
AGREEMENT**

**EXHIBIT C**

**GENERAL RELEASE POLICY**

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful

termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

**CITRUS HEIGHTS WATER DISTRICT**

**DIRECTOR OF/EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT  
AGREEMENT  
FOR [JOB TITLE]**

This Employment Agreement effective \_\_\_\_\_, 20 pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency (“the DISTRICT”), and

\_\_\_\_\_, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Manager, or Supervisor, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the General Manager, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of [JOB TITLE].

**RECITALS**

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] [TITLE] of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

WHEREAS, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

WHEREAS, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Employment Agreement shall commence on upon being executed by EMPLOYEE and approved and executed by the General Manager. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will employees shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the General Manager to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its General Manager to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

3. DUTIES AND RESPONSIBILITIES.

(a) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

(b) Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

(c) Job Position. EMPLOYEE shall serve as [JOB TITLE], and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].

(d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'s duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

(e) Other Activities. EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

(f) Performance Evaluation. The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

(v) Annual Written Goals and Policy Objectives. On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager.

(vi) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(g) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive / Managers / Supervisors of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

(e) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; however EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; or by (4) any other



means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(f) Rewards and Recognition. At the discretion of the General Manager, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the General Manager at his/her discretion.

(c) Benefits. EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

(d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

(e) Expenses. EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

(f) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and written approval by the General Manager, undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his/her duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, upon advance notice to and written approval by the General Manager, and subject to available funds.

5. CONCLUSION OF EMPLOYMENT. This Employment Agreement may be concluded in any one of the following ways:

(a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

(b) By the General Manager for "Cause." The General Manager may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment,

materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

(c) By Mutual Agreement. At any time, the parties may conclude this Employment Agreement by mutual agreement, expressed in writing.

(d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his/her employment with the DISTRICT by providing the General Manager with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

(e) Obligations at the Conclusion of Employment.

(ix) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment

Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

(x) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

(xi) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.

(xii) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached

hereto, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other state or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his/her duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such

claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. AMENDMENTS. This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. EXHIBITS. The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A: Job Description for [JOB TITLE]

Exhibit B: Regular Salary Compensation

Exhibit C: Comprehensive General Release and Severance Agreement

9. ENTIRE AGREEMENT. This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.

10. NOTICES. Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:

6230 Sylvan Road

Citrus Heights, California 95610-5615 Fax: (916) 725-0345

EMPLOYEE's Notice Address:

11. WAIVER. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.

12. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to EMPLOYEE. He/she may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

13. CONSTRUCTION AND INTERPRETATION. The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

15. SEVERABILITY. If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

16. POTENTIAL LITIGATION. The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.

17. GOVERNING LAW. This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

18. ATTORNEY'S FEES. If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

19. ACKNOWLEDGMENT. EMPLOYEE acknowledges that he/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

20. EXECUTION. The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

CITRUS HEIGHTS WATER DISTRICT

\_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_  
General Manager/Secretary

**EMPLOYEE**

\_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_

**CITRUS HEIGHTS WATER DISTRICT  
EXECUTIVE/ MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT**

**EXHIBIT A**

**JOB DESCRIPTION FOR [JOB TITLE]**

**CITRUS HEIGHTS WATER DISTRICT**

**EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT**

**EXHIBIT B**

**REGULAR SALARY COMPENSATION FOR [JOB TITLE]**

Salary:

- \$ per hour
- \$ bi-weekly
- \$ monthly
- \$ per year

The Regular Salary Range for this position is from a bi-weekly base of \$\_,\_ (\$ per hour) to a bi-weekly maximum of \$-\_, (\$ per hour) pursuant to the District's Salary Schedule effective September 19, 2016.

Effective Date for Regular Salary Compensation: \_\_\_\_\_, 20

Payroll Authorization:

CITRUS HEIGHTS WATER DISTRICT

\_\_\_\_\_  
By: General Manager/Secretary

\_\_\_\_\_  
Date

## **CITRUS HEIGHTS WATER DISTRICT**

### **EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT**

#### **EXHIBIT C GENERAL RELEASE POLICY**

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to six (6) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein.

EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he/she will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar State and federal laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or



complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, life or health insurance, or any other EMPLOYEE benefits.

Attachment 4101.A1 SALARY SCHEDULE ADOPTED- EFFECTIVE MARCH 17, 2021

Attachment 4101.A1 SALARY SCHEDULE PROPOSED- EFFECTIVE  
MARCH 17, 2021

HOURLY AND MONTHLY\* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<b><u>Organizational Leadership</u></b>				
General Manager (E)	83.52	14,477.59	112.76	19,545.69
Assistant General Manager (E)	69.94	12,123.79	94.43	16,367.88
<b><u>Accounting Series</u></b>				
Director of Finance/ Director of Finance and Administrative Services/ Director of Administrative Services (E)	63.59	11,021.28	85.85	14,880.06
Accounting Manager /Principal Accountant (E)	46.58	8,074.26	62.88	10,899.20
Senior Accountant (E)	39.86	6,908.80	53.81	9,325.55
Accountant	36.24	6,281.25	48.91	8,478.64
<b><u>Customer Service Series</u></b>				
Senior Customer Services Specialist	34.65	6,006.57	46.79	8,110.50
Customer Service Specialist	31.32	5,428.62	42.29	7,330.35
Customer Service Technician	25.89	4,486.34	34.95	6,058.07

HOURLY AND MONTHLY\* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<b><u>Engineering Technical Series</u></b>				
Project Manager (E)	53.90	9,342.45	72.76	12,612.58
Engineering Supervisor/Principal GIS Specialist (E)	41.98	7,276.35	56.67	9,822.98
Engineering/GIS Specialist	36.51	6,327.89	49.29	8,543.37
Engineering/GIS Technician	33.18	5,751.97	44.80	7,765.88
Engineering Aide	28.85	5,001.48	38.97	6,754.43
<b><u>Construction Inspection Series</u></b>				
Construction Inspection Supervisor/Principal Construction Inspector (E)	40.83	7,076.66	55.12	9,554.44
Senior Construction Inspector	35.50	6,153.45	47.93	8,306.96
Construction Inspector	32.28	5,594.57	43.58	7,553.52
<b><u>Engineering Series</u></b>				
Director of Engineering /District Engineer (E)	69.94	12,123.79	94.43	16,367.88
Principal Civil Engineer (E)	63.59	11,021.28	85.85	14,880.06
Senior Civil Engineer (E)	57.81	10,021.77	78.04	13,527.67
Associate Civil Engineer (E)	52.56	9,110.00	70.95	12,297.36
Assistant Civil Engineer	45.71	7,921.67	61.71	10,695.10
Assistant Engineer	36.51	6,327.03	49.35	8,554.93

HOURLY AND MONTHLY\* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
<b><u>Information Technology (IT)</u></b>				
<b><u>Series</u></b>				
Information Technology Manager (E)	49.86	8,642.68	67.31	11,667.91
Principal Information Technology Analyst (E)	45.33	7,856.81	61.19	10,605.45
Senior Information Technology Analyst	41.20	7,141.51	55.63	9,642.19
Information Technology Analyst	37.46	6,492.98	50.70	8,787.65
Information Technology Technician	31.22	5,411.45	42.15	7,305.55
<b><u>Management Services (MS)</u></b>				
<b><u>Series</u></b>				
Administrative Services Manager/ Principal Management Analyst /Chief Board Clerk (E)	47.13	8,169.02	63.64	11,030.61
Senior Management Analyst (E)	40.98	7,103.57	55.34	9,592.61
Management Analyst	37.25	6,457.47	50.31	8,719.74
Management Technician	33.88	5,872.55	45.73	7,926.06
<b><u>Communications &amp; Public Engagement Series</u></b>				
Communications & Public Engagement Manager /Principal Communications & Public Engagement Analyst (E)	47.13	8,169.02	63.64	11,030.61
Senior Communications & Public Engagement Analyst (E)	40.98	7,103.57	55.34	9,592.61

HOURLY AND MONTHLY\* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
Communications and Public Engagement Analyst	37.25	6457.47	50.31	8719.74
Communications & Public Engagement Technician	33.88	5,872.55	45.73	7,926.06
<b><u>Water Distribution Series</u></b>				
Director of Operations (E)	63.59	11,021.28	85.85	14,880.06
Water Distribution Supervisor (E)	48.23	8,360.37	65.11	11,286.41
Assistant Water Distribution Supervisor	41.23	7,147.23	55.66	9,647.91
Water Distribution Lead Worker/Operator	35.86	6,216.39	48.40	8,388.99
Water Distribution Operator II	32.59	5,649.88	44.00	7,627.92
Water Distribution Operator I	29.63	5,136.78	40.01	6,933.60
Water Distribution Worker	21.39	3,708.09	28.87	5,003.25
<b><u>Operations Specialist Series</u></b>				
Principal Operations Specialist	48.23	8,360.37	65.11	11,286.41
Senior Operations Specialist	43.84	7,599.30	59.18	10,258.29
Operations Specialist	37.65	6,525.41	50.81	8,808.62
Operations Technician	34.22	5,932.19	46.20	8,009.40
<b><u>Water Efficiency Series</u></b>				
Water Efficiency Supervisor (E)	37.77	6,548.29	50.99	8,839.15
Senior Water Efficiency Specialist	32.85	5,693.75	44.35	7,687.05
Water Efficiency Specialist	29.85	5,174.93	40.32	6,988.92

HOURLY AND MONTHLY\* SALARY RANGE

JOB TITLE / JOB CLASS	2021 Base Hourly	2021 Base Monthly	2021 Maximum Hourly	2021 Maximum Monthly
Water Efficiency Technician	27.15	4,705.69	36.64	6,351.82
<b><u>Water Resources Series</u></b>				
Water Resources Supervisor/Chief Operator (E)	48.23	8,360.37	65.11	11,286.41
Water Resources Specialist	34.27	5,941.72	46.28	8,020.85
Water Resources Technician	31.16	5,401.91	42.06	7,290.29
<b><u>Miscellaneous Series</u></b>				
Intern	12.39	2,147.79	24.77	4,293.68

(E) = Exempt

\*Monthly Salaries are average monthly compensation over a 12-month period based on the Hourly Salary Range.

Attachment 4101.A2 OTHER COMPENSATION ADOPTED NOVEMBER 15, 2018

4101.A2.01 Regular Employees

In addition to salary compensation received, FLSA (Fair Labor Standards Act) exempt, who are not department heads (Senior Management), and non-exempt Regular Employees (see Policy 4001) are authorized to receive the following compensation:

Certified California State Water Distribution System Operators (see Policy 4401)

Grade D1	\$ 20.00 / month
Grade D2	\$ 40.00 / month
Grade D3	\$ 60.00 / month
Grade D4	\$ 80.00 / month
Grade D5	\$100.00 / month

Certified California State Water Treatment Operators (see Policy 4401)

Grade T1	\$ 20.00 / month
Grade T2	\$ 40.00 / month
Grade T3	\$ 60.00 / month
Grade T4	\$ 80.00 / month
Grade T5	\$100.00 / month

Standby Duty (see Policy 4120)

Regular Work Days	\$ 30.00 / day
Friday	\$ 75.00 / day
Saturday	\$ 75.00 / day
Sunday	\$ 75.00 / day
District Holidays	\$ 30.00 / day

4101.A2.04 Out-Of-Class Pay

At times, the District needs to temporarily assign an existing employee to perform a more complex level of work or additional work in a higher, equivalent or subordinate position. This need may arise due to a vacancy created by an extended leave, resignation or retirement.

In order to qualify for Out-of-Class Pay, an employee must be assigned in writing by the General Manager or General Manager's Designee to perform the duties of another job classification due to a temporary vacancy extending for a period of more than eight (8) consecutive working days, holidays excluded. Assigned employees will be compensated at a five percent (5%) increase of their current hourly rate of pay in recognition of the increased responsibilities and additional workload. This Out-of-Class rate of pay increase is temporary in nature and will remain in effect until the assignment is complete. The maximum duration of the temporary assignment is one

year. If the need arises to extend the assignment past one year, written justification must be provided by the General Manager and filed in the employee's personnel file. This written justification must include the completion date of the temporary assignment. This Policy section pertains to all positions that report to and/or are subordinate to the General Manager.

#### 4101.A2.05 Personal Cellular Telephone Reimbursement

Exempt employees, including District Department Managers and Supervisors, will receive a monthly stipend in the amount of \$49 to use District sanctioned personal cellular telephones. This stipend will be paid through payroll quarterly. If an employee obtains or currently has a plan that exceeds the monthly stipend, Citrus Heights Water District will not be liable for the cost difference. The device remains the property of the employee, who is responsible for all repairs or replacement of the device.



## INDEX

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4001	Employment Status Definitions	JULY 1, 1965	AUGUST 18, 2021	(1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) OCTOBER 11, 2005; (5) OCTOBER 14, 2018; (6) MARCH 24, 2016; (7) AUGUST 21, 2019
4010	Recruiting and Selection	JULY 1, 1965	AUGUST 21, 2019	(1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) AUGUST 9, 1995; (4) MARCH 18, 1997; (4) JUNE 10, 2008
4011	Equal Opportunity	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008; (2) JUNE 3, 1992
4012	Employment of Relatives	JUNE 3, 1992	AUGUST 21, 2019	(1) JULY 24, 1995; (2) JUNE 10, 2008; (3) MARCH 10, 2009
4013	Volunteer Program	AUGUST 12, 2014	AUGUST 21, 2019	
4015	Probationary Period	DECEMBER 20, 2017		

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4020	Rights and Responsibilities	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008
4040	Personnel Records and Privacy	JUNE 3, 1992	AUGUST 18, 2021	(1) OCTOBER 17, 1995; (2) JUNE 10, 2008; (3) NOVEMBER 19, 2014; (4) AUGUST 21, 2019
4050	Employment Duration	JUNE 3, 1992	AUGUST 21, 2019	(1) OCTOBER 14, 2008
4090	Job Descriptions	JULY 10, 2012	AUGUST 21, 2019	(1) OCTOBER 20, 1998; (2) MARCH 16, 1999; (3) JUNE 10, 2008; (4) MAY 10, 2011; (5) JULY 12, 2011; (6) APRIL 10, 2012; (7) JULY 10, 2012
4101	Compensation/Reclassification/Positions	JULY 6, 1965	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) MAY 3, 1999; (4) OCTOBER 11, 2005; (5) FEBRUARY 28, 2006; (6) DECEMBER 8, 2009; (7) SEPTEMBER 13, 2016
4102	Salary Cost of Living Adjustments (COLA)	JUNE 3, 1992	AUGUST 18, 2021	(1) OCTOBER 17, 1995; (2) MAY 3, 1999; (3) DECEMBER 8, 2003; (4) DECEMBER 14, 2004; (5) DECEMBER 13, 2005; (6) DECEMBER 12, 2006; (7) JANUARY 13, 2009; (8) DECEMBER 8, 2009; (9) AUGUST 21, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4103	Salary Merit Adjustments	JUNE 3, 1992	AUGUST 18, 2021	(1) OCTOBER 17, 1995; (2) MAY 3, 1999; (3) OCTOBER 14, 2008; (4) JULY 10, 2012; (5) AUGUST 21, 2019
4105	Employee Recognition	APRIL 12, 2005	AUGUST 18, 2021	(1) AUGUST 21, 2019
4110	Hours of Work	JUNE 3, 1992	AUGUST 21, 2019	(1) NOVEMBER 7, 1995; (2) OCTOBER 14, 2008; (3) APRIL 13, 2010
4111	Lunch and Rest Periods	JUNE 3, 1992	AUGUST 21, 2019	(1) OCTOBER 6, 1998; (2) JUNE 10, 2008; (3) APRIL 13, 2010
4112	Overtime Pay	JUNE 3, 1992	AUGUST 18, 2021	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) MAY 13, 1997; (4) OCTOBER 17, 2002; (5) FEBRUARY 28, 2006; (6) OCTOBER 14, 2008; (7) MARCH 10, 2009; (8) APRIL 13, 2010; (9) OCTOBER 11, 2011; (10) JANUARY 12, 2016; (11) SEPTEMBER 13, 2016; (12) AUGUST 21, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4113	Payroll	JUNE 3, 1992	AUGUST 18, 2021	(1) JANUARY 7, 1986; (2) JULY 24, 1995, (3) FEBRUARY 3, 1998; (4) MAY 13, 2008; (5) APRIL 13, 2010; (6) NOVEMBER 19, 2014; (7) AUGUST 21, 2019
4120	Standby Duty	JUNE 3, 1992	AUGUST 21, 2019	(1) OCTOBER 17, 1995; (2) JANUARY 2, 1996; (3) DECEMBER 7, 1999; (4) JUNE 10, 2008; (5) APRIL 13, 2010; (6) DECEMBER 9, 2014; (7) JANUARY 12, 2016
4200	Employee Insurance Benefits	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 20, 2008; (2) NOVEMBER 19, 2014

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4210	Health Insurance	JANUARY 7, 1986	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JANUARY 16, 2001; (4) JANUARY 8, 2002; (5) JANUARY 7, 2003; (6) JANUARY 13, 2004; (7) JANUARY 11, 2005; (8) MAY 10, 2005 (9) JANUARY 10, 2006; (10) JANUARY 9, 2007; (11) JUNE 10, 2008; (12) JANUARY 11, 2011; (13) JANUARY 10, 2012; (14) JANUARY 8, 2013; (15) JANUARY 14, 2014; (16) DECEMBER 9, 2014; (17) JANUARY 13, 2015; (18) JANUARY 10, 2017; (19) APRIL 11, 2017; (20) JANUARY 16, 2019
4211	Dental Insurance	JANUARY 7, 1986	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JUNE 10, 2008; (4) DECEMBER 13, 2016; (5) JANUARY 16, 2019
4212	Vision Insurance	JUNE 3, 1992	AUGUST 21, 2019	(1) JULY 24, 1995; (2) JUNE 10, 2008; (3) DECEMBER 13, 2016; (4) JANUARY 16, 2019
4220	Life Insurance and Accidental Death and Dismemberment Insurance	JANUARY 7, 1986	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) JUNE 10, 2008; (4) DECEMBER 5, 2016; (5) JANUARY 16, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4222	Disability Insurance	JANUARY 7, 1986	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) JUNE 10, 2008; (4) DECEMBER 13, 2016; (5) JANUARY 16, 2019
4223	Workers' Compensation Insurance	JANUARY 7, 1986	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JULY 1, 1997; (3) JUNE 10, 2008
4301	Annual Leave	JULY 1, 1965	AUGUST 18, 2021	(1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) OCTOBER 17, 1995; (4) JULY 6, 1999; (5) OCTOBER 14, 2008; (6) APRIL 13, 2010; (7) JUNE 12, 2012; (8) DECEMBER 9, 2014; (10) AUGUST 21, 2019
4302	Management Leave	JUNE 3, 1992	AUGUST 21, 2019	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) NOVEMBER 7, 1995; (4) JULY 20, 1999; (5) OCTOBER 14, 2008; (6) APRIL 13, 2010; (7) JUNE 12, 2012; (8) DECEMBER 9, 2014
4303	Compensatory Time-Off (CTO)	JUNE 3, 1992	AUGUST 21, 2019	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) NOVEMBER 7, 1995; (4) JULY 20, 1999; (5) JUNE 10, 2008; (6) OCTOBER 14, 2008; (7) NOVEMBER 19, 2014
4305	Administrative Leave	OCTOBER 14, 2008	AUGUST 21, 2019	(1) JULY 10, 2012

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4308	Pregnancy Disability Leave	AUGUST 21, 2019	AUGUST 21, 2019	
4309	California Family Leave Act	JANUARY 20, 2021	AUGUST 18, 2021	(1) JANUARY 20, 2021
4310	Sick Leave	JULY 1, 1965	AUGUST 21, 2019	(1) MARCH 3, 1981; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) NOVEMBER 7, 1995; (5) JULY 20, 1999; (6) JUNE 10, 2008; (7) APRIL 13, 2010
4311	Compassionate Leave	JUNE 3, 1992	AUGUST 21, 2019	(1) JULY 24, 1995; (2) JULY 20, 1999; (3) OCTOBER 14, 2008
4312	Catastrophic Illness/Injury Leave Donation	JULY 20, 1999	AUGUST 21, 2019	(1) DECEMBER 9, 2014; (2) JUNE 20, 2008
4320	Court Appearance	JUNE 3, 1992	AUGUST 21, 2019	(1) JULY 20, 1999; (2) JUNE 10, 2008

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4321	Jury Service Leave	JULY 1, 1965	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) JUNE 10, 2008; (3) DECEMBER 9, 2014; (4) DECEMBER 8, 2015
4325	Military Duty Leave of Absence	JULY 1, 1965	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) JUNE 10, 2008
4330	Personal Leave of Absence	AUGUST 2, 1983	AUGUST 21, 2019	(1) JUNE 3, 1992; JUNE 10, 2008; (3) OCTOBER 14, 2008
4350	Holidays	APRIL 13, 2010	AUGUST 21, 2019	(1) JANUARY 6, 1976; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) JUNE 10, 2008; (5) APRIL 13, 2010
4401	Education Assistance Program	JUNE 3, 1992	AUGUST 18, 2021	(1) AUGUST 9, 1995; (2) NOVEMBER 7, 1995; (3) JANUARY 5, 1999; (4) JUNE 8, 2004; (5) OCTOBER 14, 2008; (6) DECEMBER 14, 2010; (7) NOVEMBER 19, 2014; (8) JANUARY 10, 2017; (9) AUGUST 21, 2019
4411	Deferred Compensation	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008; (2) NOVEMBER 19, 2014



POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4420	Employee Tools and Safety Equipment	JUNE 3, 1992	AUGUST 18, 2021	(1) AUGUST 9, 1995; (2) JANUARY 2, 1996; (3) MAY 13, 2008; (4) OCTOBER 14, 2008; (5) FEBRUARY 14, 2012; (6) NOVEMBER 10, 2015; (7) AUGUST 21, 2019
4430	Employee Suggestions	JUNE 3, 1992	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) JUNE 10, 2008
4440	Membership in Professional and Technical Societies/Associations	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008
4450	Telephone Calls	JUNE 3, 1992	AUGUST 18, 2021	(1) JUNE 10, 2008; (2) AUGUST 21, 2019
4501	Standards of Conduct	JUNE 3, 1992	AUGUST 18, 2021	(1) JUNE 10, 2008; (2) NOVEMBER 19, 2014
4511	Attendance	JUNE 3, 1992	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) JUNE 10, 2008

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4512	Harassment/Discrimination Prevention	AUGUST 21, 2019	AUGUST 18, 2021	(1) AUGUST 21, 2019
4513	Disciplinary Procedures	JANUARY 6, 1976	AUGUST 18, 2021	(1) JUNE 3, 1992; (2) AUGUST 9, 1995; (3) JUNE 10, 2008; (4) AUGUST 21, 2019
4514	Grievance Procedure	JUNE 3, 1992	AUGUST 18, 2021	(1) AUGUST 9, 1995, (2) JUNE 10, 2008; (3) MARCH 24, 2016; (4) AUGUST 21, 2019
4520	Employee Conflict of Interest	JUNE 3, 1992	AUGUST 18, 2021	(1) JUNE 10, 2008
4530	Uniforms and Dress Code	JUNE 3, 1992	AUGUST 21, 2019	(1) OCTOBER 14, 2008; (2) OCTOBER 11, 2011
4600	Training & Development		AUGUST 21, 2019	

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4601	Employee Orientation	JUNE 3, 1992	AUGUST 21, 2019	(1) OCOTBER 14, 2008
4610	Performance Evaluations	JUNE 3, 1992	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) OCTOBER 14, 2008; (3) July 10, 2012; (4) DECEMBER 13, 2016
4611	Promotions	JUNE 3, 1992	AUGUST 21, 2019	(1) AUGUST 9, 1995; (2) JUNE 10, 2008; (3) OCTOBER 14, 2008
4701	Safety Officer	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008; (2) NOVEMBER 1, 2016
4702	Injury and Illness Prevention	JUNE 3, 1992	AUGUST 21, 2019	(1) AUGUST 7, 2001; (2) MAY 8, 2007
4703	Injury and Illness Reporting	JUNE 3, 1992	AUGUST 21, 2019	(1) MAY 8, 2007; (2) NOVEMBER 19, 2014

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4710	Smoking in the Workplace	JUNE 3, 1992	AUGUST 21, 2019	(1) JUNE 10, 2008
4730	Return to Work Program	MARCH 9, 2004	AUGUST 21, 2019	(1) JUNE 10, 2008
4740	Reasonable Accommodations	AUGUST 21, 2019	AUGUST 18, 2021	(1) AUGUST 21, 2019
4800	Employee Separation	JUNE 3, 1992	AUGUST 18, 2021	(1) OCTOBER 17, 1995; (2) JUNE 10, 2008; (3) NOVEMBER 19, 2014
4810	Layoff or Reduction of Work Force	JULY 1, 1965	AUGUST 21, 2019	(1) JANUARY 1, 1976; (2) MARCH 3, 1981; (3) JUNE 3, 1992; (4) OCTOBER 17, 1995; (5) JUNE 10, 2008; (6) OCTOBER 14, 2008
4810	California Public Employee's Retirement System	JANUARY 7, 1986	AUGUST 21, 2019	(1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) FEBRUARY 6, 2001; (4) JUNE 10, 2008; (5) FEBRUARY 12, 2013; (6) NOVEMBER 19, 2014; (7) SEPTEMBER 13, 2016

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
4830	Insurance Benefits for Retirees Retiring Between 06/03/92-03/19/96	JUNE 3, 1992	AUGUST 21, 2019	(1) MARCH 19, 1996; (2) JUNE 10, 2008
4831	Insurance Benefits for Retirees after 03/19/96	MARCH 19, 1996	OCTOBER 16, 2019	(1) JANUARY 16, 2001; (2) JANUARY 8, 2002; (3) JANUARY 7, 2003; (4) JANUARY 1, 2004; (5) FEBRUARY 10, 2004; (6) DECEMBER 13, 2005; (7) DECEMBER 12, 2006; (8) DECEMBER 11, 2007; (9) JANUARY 13, 2009; (10) DECEMBER 8, 2009 (11) DECEMBER 14, 2010; (12) DECEMBER 13, 2011; (13) DECEMBER 11, 2012; (14) DECEMBER 10, 2013; (15) DECEMBER 9, 2014; (16) DECEMBER 08, 2015; (17) JANUARY 10, 2017; (18) JANUARY 1, 2018; (19) JANUARY 16, 2019; (20) AUGUST 21, 2019; NOVEMBER 18, 2020
4901	Employee Expenses/Per Diem Reimbursement	JUNE 3, 1992	JUNE 17, 2020	(1) OCTOBER 17, 1995; (2) OCTOBER 17, 2002; (3) JUNE 10, 2008; (4) DECEMBER 14, 2010; (5) SEPTEMBER 11, 2012; (6) AUGUST 21, 2019
4911	District Vehicle and Equipment Assignment	JUNE 3, 1992	NOVEMBER 19, 2014	(1) OCTOBER 6, 1998; (2) JUNE 10, 2008
4912	Employee Parking	JUNE 3, 1992	JUNE 10, 2008	(1) OCTOBER 17, 1995
4930	Computer Use and Internet Access	MARCH 4, 2003	NOVEMBER 19, 2014	(1) JUNE 10, 2008; (2) NOVEMBER 19, 2014
4931	Voice Mail and Electronic Mail	MARCH 4, 2004	NOVEMBER 19, 2014	(1) JUNE 10, 2009; (2) NOVEMBER 19, 2014
4932	Mobile Devices	MARCH 11, 2008	NOVEMBER 14, 2018	(1) APRIL 22, 2016; (2) NOVEMBER 14, 2018
4940	Reasonable Suspicion Drug/Alcohol Testing	AUGUST 21, 2019	AUGUST 18, 2021	(1) AUGUST 21, 2019

# **ATTACHMENT 8**

## **Red-Lined Accounts Receivables Policies**

# CITRUS HEIGHTS WATER DISTRICT

## POLICIES MANUAL

### 7120.00 CUSTOMER ACCOUNT DEPOSITS

The purpose of the Customer Account Deposit Policy is to ~~assess the credit risk associated with new or existing accounts in order to~~ protect the ~~assets of the District~~District's revenue from losses due to nonpayment of water service charges. It is the policy of the District to shift the financial burden of potential bad debt to those who pose a ~~credit~~greater risk of nonpayment.

#### 7120.10 Customer Deposit Criteria

Deposits, as defined in Section 7120.20 of this policy, may be required as determined by the General Manager or his or her designee.

- A. A deposit shall be required on all locations that are tenant occupied and are billed to the tenant per the Owner/Tenant Agreement on file. It will be the responsibility of the owner to pay the deposit. The deposit will be retained for the duration of that or any subsequent Owner/Tenant Agreement and not subject to refunds as set forth in section 7120.40.
  1. Where a tenant agrees to be billed as the customer due to the owner's delinquency, pursuant to ~~CA~~ Health & Safety Code section 116916(b), a deposit shall be assessed to both the owner and the new tenant. The deposit will be retained for the duration of that tenant's tenancy and not subject to refunds as set forth in section 7120.40.
- B. A deposit may be required for a new account whose owner has a delinquent balance on a previously established account.
- C. A deposit may be required on an existing account as a result of a qualifying event as determined by the General Manager or his or her designee. A qualifying event is defined as:
  1. Any customer, who has no deposit, and has had a payment rejected from their financial institution twice in any twelve (12) month period or;
  2. Any customer, who has no deposit, ~~and~~whose property has been liened or had ~~their water~~unpaid service ~~terminated for non-payment~~charges added as a special assessment due to delinquent balances.

#### 7120.20 Deposit Amounts

All deposits shall be charged in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees. This amount shall be sufficient to cover the anticipated losses.

Simple interest will be credited to customer deposit balances based on the annualized rate of return for the State of California Local Agency Investment Fund (LAIF). The interest rate shall be adjusted every three (3) months following the end of the calendar quarter.

7120.30      Deposit Payment Plan

The District may extend payment plans for deposits [held under Section 7120.10 \(B\) or 7120.10 \(C\)](#), at the sole discretion of the General Manager or his or her designee.

7120.40      Deposit Duration

Deposits held as a result of Policy 7120.10 (A) will be held until either the account is no longer billed to tenants, or the account is closed. Deposits held under ~~Policy~~[Section 7120.10 \(B\) or 7120.10 \(C\)](#) will be held until a period of one (1) year has passed with no qualifying events and no penalties assessed, or until the account is closed.

The deposit will be credited to their current account or by written request from the owner will be refunded to the customer within thirty (30) days upon approval by the General Manager or his or her designee.

7120.50      Deposit Procedures Upon Closing of Account

Upon closing of account, the deposit will be applied against any unpaid balance on that account. ~~Any remaining balance first, and, if applicable, any delinquent balances on an owner's other accounts second. If any amount of the deposit remains, it~~ will be returned to the customer within thirty (30) days. Upon written request from the owner, ~~any~~[remaining balance—on amount of](#) the deposit may be transferred to another account [belonging to the owner](#) upon approval by the Assessor/Collector or his or her designee.

[7120.60](#)      [Unclaimed Deposits](#)

[In the event a refunded deposit is not claimed, those funds shall be subject to Government Code section 50050 et seq.](#)

7170.00                      GENERAL BILLING PROCEDURES FOR BIMONTHLY ACCOUNTS

**DESCRIPTION:**      Bimonthly Metered Accounts.

Citrus Heights Water District will administer the following guidelines when applicable to bimonthly accounts.

7170.01      Responsible Party for Water Charges

The property owner is responsible for all water charges incurred for water service, not the person(s) incurring the obligation. Citrus Heights Water District will bill the property owner(s), of said parcel, for all water charges. The District will, with the proper written authorization from the owner(s), mail bills directly to the tenant(s) or an authorized representative such as a property management company.



A. Pursuant to ~~California~~ Health & Safety Code section 116916 (b), the District will mail bills directly to the tenant of a residential property if ~~a Notice of Intent to Terminate has been delivered to the property~~services remain unpaid, and:

1. For a single family residence, the tenant can provide a valid lease agreement, and agrees in writing to the District's terms and conditions of service.
2. For a multi-family residence, if one or more of the tenants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those tenants who have not met the requirements for service, the District will make service available to the occupants who have met those requirements. The tenant must provide a valid lease agreement and agree in writing to the District's terms and conditions of service.

#### 7170.02 Payments to Incorrect Accounts

If the District has been notified or discovers that a payment has been applied to an incorrect account, and the District is responsible for the misapplication, the District will correct this payment and remove any penalties or costs that have accrued. If the District concludes that the payor was responsible for the misapplication, it is the payor's responsibility to resolve the issue between the accounts involved.

#### 7170.03 Financial Institution Rejected Payment

If a payment is returned or rejected by a customer's financial institution, the District will notify the customer by letter, sent through the U.S. mail, giving ten (10) calendar days to correct this matter. The District will also charge the customer for all financial institution fees, as well as the District's current fee for ~~returned checks~~rejected payments as set forth in the District's Water Rates and Miscellaneous Charges and Fees.

If the matter is not resolved within ten (10) calendar days, the District will proceed with delinquent account procedures as set forth in Section 7170.05 of this Policy. If a customer, who is participating in the autopay program, has a payment that is rejected by the financial institution twice within a twelve month period, the customer's participation in the autopay program will be cancelled. Customers whose participation in the autopay program is cancelled will be notified by letter sent through the U.S. mail.

[A deposit will be required for accounts with more than one rejected payment in a 12-month period, in accordance with Policy 7120.10.](#)

#### 7170.04 Bimonthly Billing

All water service accounts will be billed on a bimonthly basis (every two months, six times per year). The bimonthly bill will be due on the due date specified on the bill, which will be 20 days from the date the bill is prepared. Bills will be determined based on the rates

and charges that are in effect for the dates for which the customer is being billed.

Bills are due and payable at the time of presentation, and are delinquent if not paid by the due date specified on the bill which will be 20 days from the date the bill is prepared. The District must receive payment at the District Office by the specified due date; postmarks are not acceptable.

#### 7170.05 Delinquencies

All customers who have not paid their bimonthly bill by the due date specified on the bill are considered delinquent and will be mailed a past-due notice within ten (10) calendar days after the bill becomes delinquent. A late-payment penalty, calculated as a percentage in an amount set forth in the District's current Water Rates and Miscellaneous Charges and Fees will be assessed and added to the amount due on the past-due notice. Interest on late payments shall be waived once every twelve (12) months for customers whose household income is below 200 percent of the federal poverty line. The full amount due, including late-payment penalty, will be due in fifteen (15) days from the date of mailing.

~~All customers who have not paid their past due balance by the past due notice due date will have a Notice of Intent to Terminate Water Service delivered to the service address not less than seven (7) business days prior to the projected water service termination date. A copy of the Notice may also be sent to the mailing address of non resident owners or to billing addresses different from the service address. The Notice of Intent to Terminate Water Service will inform the customer that water service will be terminated or restricted if payment has not been received by the District by the due date specified on the Notice. The Notice will contain the following items:~~

- ~~• Customer's name and address~~
- ~~• Amount that is past due~~
- ~~• Date by which payment or payment arrangements are required to avoid discontinuation of service~~
- ~~• Description of the process to apply for an amortization plan~~
- ~~• Description of the process to dispute or appeal a bill~~
- ~~• District phone number and a web link to the District's written collection policy~~

~~Customers who are delivered a Notice of Intent to Terminate Water Service will have a fee assessed in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees and added to the amount due.~~

~~The District will proceed with termination or restriction of water service as set forth in Policy 7270, Service Termination / Re-Establishment Procedures with all customers who have not paid the outstanding balance and all incurred charges and fees by the due date stated on the Notice.~~

#### 7170.06 Payment Acceptance

All payments for regular billing, past due notices ~~and Notices of Intent to Terminate Water Service~~ must be received in the District office by the close of business on the due date. Payments delivered by mail will not be considered as paid until they are received in the

District office; postmarks prior to the due date are not considered payment on time. Payments delivered by mail to the District's post office box on or before the due date are considered payment on time.

7170.07      Overpayments

The District, upon receipt of a payment that exceeds the amount currently due on the account, will apply the overpayment as a credit to the account. Credit balances will be refunded only upon written request of the customer, or when a credit balance exists at the time a customer account is closed and after all charges on the closed account have been satisfied.

7170.08      Underpayment

The District may, at its sole discretion, accept underpayment or partial payment of balances due on accounts. Underpayments or partial payments are not a substitute for full payment of amounts due by the due dates, and will not avoid late payment penalties ~~or service termination~~ if the amount due on the account is not paid by the due dates. Payments will be applied to the oldest outstanding balances on the account.

7170.09      Payment Plan Agreements

The District may, at its sole discretion, enter into payment plan agreements with customers as a means of allowing the customer to continue to receive water service while paying past-due amounts in installments. It is the sole responsibility of the customer to remember payment amounts and dues dates. Failure to make payment before close of business on the payment due date shall result in making the special payment plan null and void, placing the account into delinquent status and making it subject to the provisions of Section 7170.06, et seq., of this Policy. ~~The District will proceed with a Notice of Intent to Terminate Water Service and water service termination or restriction procedures as set forth in District Policy 7270, Service Termination / Re-establishment Procedures.~~

7170.10      Certificate of Sale (Lien)

After all collection procedures have been followed and an account has an unpaid balance remaining, the District may file Certificates of Sale on the parcel (Water Code Section: 26125). The District will mail a certified letter to the owner(s) for which a Certificate of Sale has been filed including a copy of the Certificate of Record for the delinquent account.

7170.11 Certificate of Redemption

On receipt of payment for a Certificate of Sale, the District will prepare in duplicate a Certificate of Redemption. The Certificate of Redemption shall be recorded in the office of the county recorder of the county in which the property is situated (Water Code Section 26225), with a copy provided to the payor.

7170.12 Special Assessment

~~7171.00 BILLING FOR BI-MONTHLY METERED APARTMENT COMPLEX AND MOBILE HOME DEVELOPMENT ACCOUNTS~~

~~**DESCRIPTION:-** APARTMENT COMPLEXES:- A multiple dwelling unit consisting of three (3) units or more which are not individually owned.  
MOBILE HOME DEVELOPMENT:- Dwellings which reside in a multi-unit mobile home development.~~

~~Citrus Heights Water District will bill apartment complex and mobile home development accounts on a bi-monthly basis based on the total amount of cubic feet of water consumption. Each bi-monthly statement will cover the prior two (2) months water service as noted on the bill. Bills will be mailed on or about the twentieth calendar day of the month. Additional billing procedures for bi-monthly apartment complex and mobile home development accounts will be in accordance with the General Billing Procedures for Bi-Monthly Accounts Policy No. 7170.~~

~~After all collection procedures have been followed and an account has an unpaid balance remaining, the District may also place unpaid charges on the property tax rolls under the procedures set forth in Water Code Section 25806.~~

~~7172.00 BILLING PROCEDURES FOR BI-MONTHLY METERED COMMERCIAL AND IRRIGATION ACCOUNTS~~

~~**DESCRIPTION:-** 1. A metered commercial business establishment.  
2. A metered landscape irrigation service.~~

~~Citrus Heights Water District will bill metered commercial and irrigation accounts on a bi-monthly basis based on the total amount of cubic feet of water consumption. Bills will be mailed on or about the twentieth calendar day of the month. Each bi-monthly statement will cover the prior two (2) months' water service as noted on the bill. Additional billing procedures for bi-monthly metered commercial and irrigation accounts will be in accordance with the General Billing Procedures for Bi-Monthly Accounts Policy No. 7170.~~

~~7173.00 BILLING PROCEDURES FOR BI-MONTHLY METERED GOVERNMENTAL ACCOUNTS~~

~~**DESCRIPTION:-** Governmental Services as defined in Policy 8420~~

~~Citrus Heights Water District will bill metered governmental accounts on a bi-monthly basis based on the total amount of cubic feet of water consumed, except for Citrus Heights Water~~

~~District accounts. Bills will be mailed on or about the twentieth calendar day of the month. Each bi-monthly statement will cover the previous two (2) months' water service as noted on the bill. Additional billing procedures for bi-monthly metered governmental accounts will be in accordance with the General Billing Procedures for Bi-Monthly Accounts Policy No. 7170.~~

7180.00 WATER METER READING

7180.01 Water Meter Reading Frequency and Routes

Water meters shall typically be read for purposes of billing every two months (bi-monthly) or as otherwise determined by the General Manager or his or her designee. Meter reading routes and schedules shall be established at the sole discretion of the District.

7180.02 Water Meter Reading Schedules and Cycles

Water meter reading schedules and cycles shall be established at the sole discretion of the District. The District will not consider moving of customer accounts among meter reading schedules and cycles other than those established by the District. The District reserves the right to read water meters at any time or with any frequency.

7180.03 Water Meter Accessibility

Customers are responsible for making the District's water meter accessible to the District for reading, and shall maintain accessibility to the meter at all times.

In circumstances where the water meter is not accessible, the District shall deliver a notice to the customer requesting that access be made available; for example, by removal of obstructions (vehicles, vegetation, landscape materials, etc.) or by unlocking gates or securing pets.

Fines for non-compliance with water meter accessibility may be levied at the discretion of the General Manager or his or her designee, as set forth in the Water Rates and Miscellaneous Charges and Fees for the District. Moreover, the District may access the meter, subject to any legal requirements such as obtaining an abatement warrant, to read or repair the meter. Lastly, the District may terminate water service for refusal to permit access to read the meter. Any costs incurred by the District to obtain access to the property or terminate water service shall be charged to the customer.

7180.04 Estimating Water Meter Readings

The District shall attempt to use actual water meter readings for billing purposes whenever possible and practical. When an actual water meter reading is not available, the General Manager or his or her designee may use an estimated water meter reading for billing purposes.

Estimated meter readings may be used in circumstances such as broken or missing water meter register; inaccessibility of water meter to obtain a reading, or when otherwise deemed necessary and prudent by the General Manager or his or her designee.

When an estimated meter reading is deemed necessary, the following schedule shall be applied:

First occurrence: Three year average of water usage for same billing cycle.

Subsequent occurrences: Double the water usage from previous bill.

When an actual meter read is obtained, the difference of the actual read and the estimated read will be credited/billed as applies.

7180.05      Water Meter Re-Reads

Re-reading of water meters is defined as any water meter reading that occurs outside of the routine water meter reading schedule or cycle for that meter.

The District reserves the right to read or re-read a customer's meter at any time or to replace an existing touch read meter register with a radio read meter register.

Customer requests for a water meter re-read shall be honored in accordance with the following procedure:

1<sup>st</sup> Request for a re-read of a District water meter: The District shall re-read the water meter at no charge as soon as practical. If the reading is found to be in error, the District will correct the account information and adjust the account accordingly. If the reading is not found to be in error, the customer will be given the opportunity to complete a water efficiency review provided by the District.

2<sup>nd</sup> Request for a re-read in any period of 36 consecutive calendar months beginning with the date of the first re-read: A re-read charge shall be applied to the customer's next billing statement as set forth in the District's rates and charges adopted by the Board of Directors, unless the reading in question is found to be in error. If the reading is found to be in error, the District will correct the account information and adjust the account accordingly. If the reading was not in error, the reread charge shall be applied. The customer may request a credit to their account in the amount of the charge if they complete a water efficiency review provided by the District at no charge within 60 days of the customer's 2<sup>nd</sup> request for a re-read within the 36 month period as outlined above. The 60 day time limit may be extended at the discretion of the District.

3<sup>rd</sup> and subsequent re-read requests in any period of 36 consecutive calendar months beginning with the date of the first re-read: A re-read charge shall be applied to the customer's next billing statement as set forth in the District's rates and charges adopted by the Board of Directors, unless the reading in question is found to be in error.

7200.00                      ESTABLISHING AND CLOSING CUSTOMER ACCOUNTS

7200.10      Application for Customer Account

7200.11 ~~Written~~ Application for Service

The District shall require all new customer accounts to submit ~~a written~~an application for service. The account application shall be required for all new accounts, regardless of whether the customer previously had an account at another service location within the District. The account application shall collect such information as deemed necessary by the District to establish and maintain the customer's account and to contact the customer in the event ~~the account becomes delinquent~~payment and/or water service questions or notifications arise.

7200.12 Application Fee

The District will collect an Application Fee to offset the cost of establishing the new account, in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees. This Fee may be collected at the time of application or applied to the customer's first water service statement at the sole discretion of the Assessor/Collector or his or her designee.

7200.20 Approval of Application for Customer Account

Approval of account applications shall be at the sole discretion of the Assessor/Collector or his or her designee. Account applications shall not typically be denied unless the customer ~~has outstanding unpaid balances on previous accounts, or unless the customer~~ refuses to comply with the District's terms and conditions of water service.

7200.30 Customer Account Deposits

The District may collect account deposits from new customers to ensure payment for amounts owed. The collection, use and return of account deposits are addressed in District Policy No. 7120, Customer Account Deposits.

7200.40 Closing Customer Accounts

7200.41 Written Request for Closure of Account

A request for closure of account must be submitted for the District to close an account. The District shall ~~discontinue water service to the service address and~~ prepare a final billing pursuant to ~~written~~this request ~~from the customer or their authorized agent for closure of the account. The written.~~ The request shall provide sufficient information to verify that it is the customer or authorized agent who is requesting closure of the account. ~~The written request shall also advise customers of possible risks with discontinuing their water service, including loss of landscaping, damage to water heaters or solar water heating systems, and lack of water for sanitation purposes.~~

~~7200.42~~ Final Water Meter Reading

7200.42      Final Billing

The final bill for an account shall be calculated by prorating the usage charges and fixed charges for the amount of time in the billing period ending with the legal change of ownership date, once the subsequent meter read has been taken. The final water meter reading for the account shall be taken by the District within seven (7) business days of receipt of written request for closure of the account.

7200.43      Closure After All ~~Balance~~Balances Paid

The customer's account will be closed when all balances outstanding have been satisfied, unless otherwise determined by the Assessor/Collector or his or her designee.

7270.00      SERVICE TERMINATION / RE-ESTABLISHMENT PROCEDURES

7270.01      ~~TERMINATION — CUSTOMER REQUEST~~ Termination – Customer Request

Citrus Heights Water District will terminate or disconnect water service at the point of delivery during regular working hours, Monday through Thursday, in accordance with the provisions of Section 7200.40 of District Policy No. 7200, Closing Customer Accounts. The customer shall be responsible for payment of any bills, charges, fees, or indebtedness to the District prior to the actual termination or disconnection of service.

7270.02      Termination / Disconnection/ Restriction – District Discretion

~~7270.02~~ ~~TERMINATION / DISCONNECTION / RESTRICTION — DISTRICT~~

DISCRETION

The District will terminate, disconnect or restrict service to any water service line, service connection or turn off any facility used to deliver water from the District for any of the following reasons:

- A. The customer, agent or tenant receiving water service from the District fails to comply with any Policy of the District.
- B. Water service is being furnished ~~to any property within the~~ District without ~~the~~ proper application or ~~pursuant to an~~ false or fraudulent application ~~containing a misrepresentation of material fact.~~
- C. There is evidence of unlawful tampering or interference with the District's facilities by the customer, agent or tenant.
- D. The District, the County Health Officer, City of Citrus Heights Code Enforcement Officer, or the California Department of Public Health finds that there exists a condition hazardous to the health and safety of the customer or any water user of



the District or a member of the public, including, without limitation, the absence, non-testing, or the malfunctioning of a required backflow prevention assembly.

- E. The ~~owner or occupant of the property being served~~customer fails, after ~~written or verbal~~notice from the District, to ~~provide~~remove an obstruction that prevents CHWD employees from unobstructed access to any easements, service valves, fire hydrants, ~~or any appurtenances, or fails to remove an obstruction that prevents or unreasonably impairs the reading of any meter, or prevents a~~ (including repair or construction ~~from being performed by District personnel or District contractors~~upon), and reading a meter.

The determination of whether to turn off or disconnect water service, or to restrict water service through the installation of a flow restriction device at the water service, will be made at the sole discretion of the District.

7270.03 ~~TERMINATION—WITHOUT PRIOR NOTICE~~Termination - Without Prior Notice

Any breach of a District policy that endangers or threatens to endanger the public health or safety will result in termination or disconnection of water service without a prior notice from the District.

7270.04 ~~TERMINATION / RESTRICTION—NON PAYMENT~~Restriction - Non-Payment

The following procedures shall govern ~~termination~~restriction of a service line for default in the payment of any bills, charges, fees, or indebtedness to the District. Residential customers may obtain additional information ~~on options for averting termination of service~~ by calling 916-725-6873.

~~A. A Notice of Intent to Terminate Water Service will be delivered at least seven (7) business days prior to the scheduled date of termination to the customer's service address, mailing address, and, where applicable, to the customer's management company.~~

A. ~~B.~~—AMORTIZATION PLANS: A residential customer may request an amortization plan ~~in order to avoid termination of service~~. Overdue amounts may be amortized over a six month period, with payments made once per month. While undertaking an amortization plan, the customer must continue to make on-time payments on current bills; delinquency on either the amortization plan, or current bills of 60 days or more will result in the cancellation of the amortization plan, ~~as well as termination of service~~. A completed, signed, and notarized promissory note must be received by the District by 5:30 p.m. on the due date listed on the Notice of Intent to Terminate Water Service. This note must be presented in person, and will not be accepted by mail, facsimile or electronic means.

B. ~~C.~~—APPEAL OF CHARGES: The District will, on receipt of written or verbal request from the customer, make an investigation of any disputed bills, charges,

fees, or indebtedness involved. If the District finds during the investigation that any error(s) were made by the District, the District shall correct the error(s) and remove any applicable penalties, charges, or fees that have accrued. Disputed charges must be paid in full. The District will not terminate water service for non-payment while a bill dispute is under investigation.

~~C. D.~~ Any customer that has had water service terminated, and restores or attempts to restore their own water service, by turning on the service valve, re-establishing a connection to their water service line that has been previously disconnected by the District, and/or connecting to an alternate source of District-furnished water, will be immediately disconnected and a lock placed on the service by the District to secure the service valve. A Disconnect / Reconnect Service Charge in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees shall be immediately added to the amount due on the customer's account.

~~D. E.~~ The practice of one customer providing an alternate source of District-furnished water to another customer's residence (e.g., attaching a garden hose from one residence to another), when the customer receiving the water has had their water service terminated or restricted, constitutes theft of District water and shall not be permitted. Any customer found to be providing an alternate source of District-furnished water shall be informed, by a notice delivered to that customer's property that the practice is illegal and must be discontinued immediately. Failure to immediately discontinue the alternate water source after notice has been delivered by the District shall result in termination or restriction of service as set forth in this Policy, including any applicable charges and fees

~~E. F.~~ Any customer that tampers with a District water service with the intent to open a valve that has been closed by the District shall be responsible for all costs related to repairing or replacing the valve, water meter, water meter setter or related appurtenances or materials, as well as a Disconnect / Reconnect Service Charge in addition to any other fees and charges that may have been due prior to the occurrence. The District shall inform the customer, in writing, of the additional charges that are immediately due and payable on their account. The District shall also inform the customer that tampering with any part of the District water system is a misdemeanor offense, and that the District may elect to pursue prosecution or other legal action against the customer for tampering or interference with the District water system.

~~G. When termination of water service is due to non-payment on an account, the District will not terminate water service on a Friday, Saturday, Sunday, or District holiday, or at any time when the business office of the District is closed.~~

Service Charges for Disconnection and Reconnection, in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees, will be charged for each occasion or call that an employee of the District either physically terminates, restricts or re-establishes water service to a property or is dispatched to notify of an impending termination, disconnection or restriction of a service pursuant to the provisions of Sections 7270.02, 7270.03, and 7270.04 of this policy.

~~7270.06            TERMINATION / DISCONNECTION – HEALTH AND SAFETY EXEMPTION~~

~~Upon investigation by the District, a scheduled termination, disconnection or restriction will be canceled immediately if the District has received a written notification from a primary care provider, as defined by California Welfare and Institutions Code, section 14088(b)(1)(A), certifying that the termination of water service at a residential property will be life threatening to, or pose a serious threat to the health and safety of, a resident of the property if:~~

- ~~A. The owner, or tenant demonstrates that he or she is financially unable to pay for residential service by providing evidence that he, she, or a member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or has household annual income of less than 200 percent of the federal poverty level; and~~
- ~~B. The customer is willing to enter into an amortization agreement of no more than six months. Amortization agreements must be in writing and notarized.~~

~~In the event that a customer defaults on an amortization plan created under this Policy, or defaults on a current bill, the District will deliver a Notice of Intent to Terminate Water Service to the property.~~

~~The District will then terminate service no sooner than seven (7) business days after the delivery of the Notice of Intent to Terminate Water Service. Termination of service will not occur before the 60<sup>th</sup> day of delinquency.~~

7270.07            ~~TERMINATION / DISCONNECTION – FIRE SPRINKLER ACCOUNTS~~Termination / Disconnection – Fire Sprinkler Accounts

In the event of a scheduled termination, disconnection or restriction of water service to a dedicated fire sprinkler service account, advance notice shall be delivered to the appropriate fire protection authority at least seven (7) business days prior to the scheduled date of termination.

7270.08            ~~RE-ESTABLISHMENT OF SERVICE~~Re-establishment of Service

Water service through a terminated, disconnected or restricted-water service connection shall be re-established by the District when the customer, agent or tenant receiving water service from the District has satisfied the condition leading to the termination, disconnection or restriction, in a manner that is satisfactory to the District, pursuant to the provisions of Sections 7270.02, 7270.03, and 7270.04 of this Policy.

7330.00

## DISPUTED WATER CONSUMPTION CHARGES

A disputed water consumption charge exists when a customer asserts that a ~~fixed-service charge~~ or water ~~consumption~~ charge is either in error or that they should not be made to pay the charge.

### 7330.10 Submittal of Disputes on Water Consumption Charges

A customer dispute of water consumption charges shall be made in writing to the District within forty-five (45) days of the date of the bill. The dispute must clearly state the reasons why the customer believes the consumption charges are inaccurate or that they should not be responsible for paying the charges.

### 7330.15 Investigation of Disputed Billing Statement

The District will make every effort to complete the investigation within thirty (30) days of receipt of a customer dispute. Once the investigation has been completed, the District will inform the customer of the result of the investigation by United States regular or priority mail. All decisions made by the District are final.

### 7330.20 Request for Adjustment due to Leak

In order for the District to consider a billing adjustment for excessive water consumption by the customer due to a leak on the customer's private lines, the customer must submit a request for an adjustment including the nature of the leak, date discovered, and proof of correction of the leak within forty-five (45) days of the due date of the bill. For a billing adjustment due to a leak to be approved, the District shall make the following findings:

- A. The excessive use of water was due to circumstances that could not be foreseen or easily prevented by the customer.
- B. After receipt of a billing statement showing excessive consumption of water, the customer took prompt and reasonable action to ascertain the cause of the excessive consumption and to correct it.
- C. The customer ~~promptly~~ repaired all known or apparent water leaks beyond the point of delivery by the District within sixty (60) days of discovering the leak.

The customer shall be notified in writing of the District findings and adjustment of charges, if any.

### 7330.30 Determination of Water Quantities for Adjustments to Billing Statements

For purposes of determining billing adjustments, all excessive water consumption amounts shall be determined by the District at the District's sole discretion. The average measured quantity delivered during the same billing period or periods in the preceding two years will be used when available and representative of normal water consumption. No adjustment shall be made for any charge not based on the quantity of water delivered.

7330.40      Adjustments to Billing Statements

Adjustments to billing statements will be made in the form of a credit to the customer's account and will appear on the next billing statement. Adjustments shall be made for a maximum of a two (2) month period of excessive water consumption. In the event that the District notifies the customer of the excessive water consumption, no adjustments shall be made for excessive consumption beyond sixty (60) days from the date of notification by the District. No adjustment shall be made for an amount less than ten dollars (\$10.00). Not more than one adjustment shall be made to a customer account in any twenty-four (24) month period.

7330.50      Appeal of District Findings or Adjustment to Billing Statement

Should a customer dispute the District's findings or adjustments made to the customer's billing statement, if any, the customer may appeal the findings or adjustment to the General Manager. Appeals shall be submitted in writing as set forth in Section 7330.10 of this Policy. The appeal must be filed a minimum of five business days in advance of any penalty ~~or termination of service~~, and not more than 60 days after the customer has been notified of the District's findings or adjustments. The General Manager's decisions on appeals are final.

7330.60      Payment of Disputed Charges

Customers shall pay disputed charges by the due date as set forth in the billing statement. Dispute of a billing statement does not relieve a customer of their obligation to pay charges due or justify a delay in the payment.

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7500.00                    CAPACITY CHARGES

~~Assessment and collection of Capacity Charges are approved as an equitable method for assessing new connections, reconnections or enlarged connections an appropriate share of capacity in existing District facilities and assets. This method of assessing capacity charges is typically referred to as the “System Buy In Methodology”.~~

7500.01                    Method of Determination

~~The District shall identify and quantify the replacement cost less depreciation value of the District’s assets including transmission and distribution pipelines and infrastructure, groundwater production or injection wells, buildings and improvements, machinery and equipment, real property, easements and rights of way, and capacity entitlements in the San Juan Water District Cooperative Transmission Pipeline.~~

~~The District will evaluate the total number of metered water service connections to the water system and, utilizing the capacity indices provided below; determine the total number of current equivalent one-inch connections.~~

~~The value of an equivalent one-inch connection to the water system is determined as the “replacement cost less depreciation value of the District’s assets” divided by the “number of current equivalent one-inch connections”.~~

~~The values for differing sizes of metered water service connections is determined as the “value of an equivalent one-inch connection” multiplied by the “capacity index” based on meter size as provided in Section 7500.02.~~

7500.02                    Method of Assessment

~~Assessments, unless otherwise specified, shall be based upon water meter size with capacity indices determined by the scaled American Water Works Association (AWWA) Hydraulic Capacity Factors per AWWA Manual M6 (Fifth Edition: 2012), Table 5-3 as follows:~~

<u>POLICY NUMBER</u>	<u>POLICY TITLE</u>	<u>DATE ADOPTED</u>	<u>DATE AMENDED</u>	<u>DATE EFFECTIVE</u>	<u>PREVIOUS AMENDMENTS</u>
<u>7120</u>	<u>Customer Account Deposits</u>	<u>MAY 8, 2007</u>	<u>AUGUST 18, 2021</u>	<u>JANUARY 1, 2020</u>	<u>(1) DECEMBER 18, 2019</u>

<u>POLICY NUMBER</u>	<u>POLICY TITLE</u>	<u>DATE ADOPTED</u>	<u>DATE AMENDED</u>	<u>DATE EFFECTIVE</u>	<u>PREVIOUS AMENDMENTS</u>
<u>7170</u>	<u>General Billing Procedures for Bimonthly Accounts</u>	<u>NOVEMBER 19, 1996</u>	<u>AUGUST 18, 2021</u>	<u>JANUARY 1, 2020</u>	<u>(1) APRIL 4, 2000; (2) APRIL 13, 2004; (3) NOVEMBER 10, 2004; (4) OCTOBER 9, 2007; (5) DECEMBER 18, 2019</u>
<u>7180</u>	<u>Water Meter Reading</u>	<u>DECEMBER 12, 2006</u>	<u>AUGUST 18, 2021</u>	<u>DECEMBER 12, 2006</u>	<u>(1) DECEMBER 18, 2019</u>
<u>7200</u>	<u>Establishing and Closing Customer Accounts</u>	<u>MAY 8, 2007</u>	<u>AUGUST 18, 2021</u>	<u>MAY 8, 2007</u>	<u>(1) DECEMBER 18, 2019</u>
<u>7270</u>	<u>Termination / Reestablishment Procedures</u>	<u>APRIL 7, 1998</u>	<u>AUGUST 18, 2021</u>	<u>JANUARY 1, 2020</u>	<u>(1) APRIL 13, 2004; (2) OCTOBER 9, 2007; (3) APRIL 13, 2010; (4) DECEMBER 18, 2019</u>
<u>7330</u>	<u>Disputed Water Consumption Charges</u>	<u>JULY 10, 2007</u>	<u>AUGUST 18, 2021</u>	<u>JANUARY 1, 2020</u>	<u>(1) APRIL 13, 2004; (2) OCTOBER 9, 2007; (3) APRIL 13, 2010; (4) DECEMBER 18, 2019</u>

Meter Size

0.625"  
0.75"  
1.00"  
1.25"\*  
1.50"  
2.00"  
3.00"

Capacity Index

0.375  
0.625  
-1.000  
1.125 -  
1.250  
2.500  
4.000

4.00"	8.000
6.00"	31.250
8.00"	60.000
10.00"	95.000
12.00"	125.000

~~0.625" through 2.00" indices are based upon displacement type meters. 3.00" and 4.00" indices are based upon compound type meters. 6.00" through 12.00" indices are based upon turbine type meters.~~

~~\*In the event of the need for a one and one quarter inch (1.25") service with a one inch meter, the 1.25" capacity index will apply. AWWA Manual M6 does not provide a capacity index for 1.25". For District purposes, the capacity index for a 1.25" service is the midpoint between the 1.00" and 1.50" indices.~~

~~Capacity Charges shall not be assessed for connections associated with fire protection facilities.~~

~~7500.03      Adoption of and Amendments to Capacity Charge Schedule~~

~~A Capacity Charge Schedule and revisions or amendments thereto shall be adopted by Resolution of the Board of Directors after conducting a duly noticed public hearing to receive comments on the Schedule.~~

~~The Capacity Charge Schedule shall typically be reviewed in conjunction with evaluation, establishment and adoption of other District water rates, charges and fees.~~

~~7500.04      Payment of Capacity Charges~~

~~Capacity Charges associated with new development will be accepted only after approval of the water distribution system or development improvement plan by the District. Capacity Charges shall be paid in full prior to construction and inspection of water distribution facilities.~~

~~7500.05      Refund of Capacity Charges~~

~~Capacity Charges collected by the District for which no water distribution system construction has taken place for a period of twelve (12) months from the date of payment shall be refunded without interest to the payee upon their written request. Refund of Capacity Charges which were paid by a credit card or other means for which the District is subject to processing fees shall have the refund amount reduced by the amount of said fees. The current Capacity Charge Schedule will then apply for future assessments.~~

~~7500.06      Credit for Existing Service(s)~~

~~Re-development of properties for which service has previously been provided will be given credit for the capacity index of the existing service or services to the property even~~



~~if proposed for abandonment as part of the development. Credits shall not exceed capacity index of the new service or services to be provided.~~

<b>Summary report:</b>	
<b>Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 8/10/2021 8:51:20 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> 7000 Board Policies - Accounts Receivable (Original).docx	
<b>Modified DMS:</b> iw://imanage/iManage/34271716/1	
<b>Changes:</b>	
<u>Add</u>	54
<del>Delete</del>	136
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	1
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>191</b>

## **ATTACHMENT 9**

**Accounts Receivables Policies-Clean Copy**

CITRUS HEIGHTS WATER DISTRICT  
POLICIES MANUAL

7120.00                    CUSTOMER ACCOUNT DEPOSITS

The purpose of the Customer Account Deposit Policy is to protect the District's revenue from losses due to nonpayment of water service charges. It is the policy of the District to shift the financial burden of potential bad debt to those who pose a greater risk of nonpayment.

7120.10            Customer Deposit Criteria

Deposits, as defined in Section 7120.20 of this policy, may be required as determined by the General Manager or his or her designee.

- A. A deposit shall be required on all locations that are tenant occupied and are billed to the tenant per the Owner/Tenant Agreement on file. It will be the responsibility of the owner to pay the deposit. The deposit will be retained for the duration of that or any subsequent Owner/Tenant Agreement and not subject to refunds as set forth in section 7120.40.
  - 1. Where a tenant agrees to be billed as the customer due to the owner's delinquency, pursuant to Health & Safety Code section 116916(b), a deposit shall be assessed to both the owner and the new tenant. The deposit will be retained for the duration of that tenant's tenancy and not subject to refunds as set forth in section 7120.40.
- B. A deposit may be required for a new account whose owner has a delinquent balance on a previously established account.
- C. A deposit may be required on an existing account as a result of a qualifying event as determined by the General Manager or his or her designee. A qualifying event is defined as:
  - 1. Any customer, who has no deposit, and has had a payment rejected from their financial institution twice in any twelve (12) month period or;
  - 2. Any customer, who has no deposit, whose property has been liened or had unpaid service charges added as a special assessment due to delinquent balances.

7120.20            Deposit Amounts

All deposits shall be charged in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees. This amount shall be sufficient to cover the anticipated losses.

Simple interest will be credited to customer deposit balances based on the annualized rate of return for the State of California Local Agency Investment Fund (LAIF). The interest rate shall be adjusted every three (3) months following the end of the calendar quarter.

7120.30        Deposit Payment Plan

The District may extend payment plans for deposits held under Section 7120.10 (B) or 7120.10 (C), at the sole discretion of the General Manager or his or her designee.

7120.40        Deposit Duration

Deposits held as a result of Policy 7120.10 (A) will be held until either the account is no longer billed to tenants, or the account is closed. Deposits held under Section 7120.10 (B) or 7120.10 (C) will be held until a period of one (1) year has passed with no qualifying events and no penalties assessed, or until the account is closed.

The deposit will be credited to their current account or by written request from the owner will be refunded to the customer within thirty (30) days upon approval by the General Manager or his or her designee.

7120.50        Deposit Procedures Upon Closing of Account

Upon closing of account, the deposit will be applied against any unpaid balance on that account first, and, if applicable, any delinquent balances on an owner's other accounts second. If any amount of the deposit remains, it will be returned to the customer within thirty (30) days. Upon written request from the owner, a remaining amount of the deposit may be transferred to another account belonging to the owner upon approval by the Assessor/Collector or his or her designee.

7120.60        Unclaimed Deposits

In the event a refunded deposit is not claimed, those funds shall be subject to Government Code section 50050 *et seq.*

7170.00                    GENERAL BILLING PROCEDURES FOR BIMONTHLY ACCOUNTS

**DESCRIPTION:**        Bimonthly Metered Accounts.

Citrus Heights Water District will administer the following guidelines when applicable to bimonthly accounts.

7170.01        Responsible Party for Water Charges

The property owner is responsible for all water charges incurred for water service, not the person(s) incurring the obligation. Citrus Heights Water District will bill the property

owner(s), of said parcel, for all water charges. The District will, with the proper written authorization from the owner(s), mail bills directly to the tenant(s) or an authorized representative such as a property management company.

A. Pursuant to Health & Safety Code section 116916 (b), the District will mail bills directly to the tenant of a residential property if services remain unpaid, and:

1. For a single family residence, the tenant can provide a valid lease agreement, and agrees in writing to the District's terms and conditions of service.
2. For a multi-family residence, if one or more of the tenants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those tenants who have not met the requirements for service, the District will make service available to the occupants who have met those requirements. The tenant must provide a valid lease agreement and agree in writing to the District's terms and conditions of service.

7170.02      Payments to Incorrect Accounts

If the District has been notified or discovers that a payment has been applied to an incorrect account, and the District is responsible for the misapplication, the District will correct this payment and remove any penalties or costs that have accrued. If the District concludes that the payor was responsible for the misapplication, it is the payor's responsibility to resolve the issue between the accounts involved.

7170.03      Financial Institution Rejected Payment

If a payment is returned or rejected by a customer's financial institution, the District will notify the customer by letter, sent through the U.S. mail, giving ten (10) calendar days to correct this matter. The District will also charge the customer for all financial institution fees, as well as the District's current fee for rejected payments as set forth in the District's Water Rates and Miscellaneous Charges and Fees.

If the matter is not resolved within ten (10) calendar days, the District will proceed with delinquent account procedures as set forth in Section 7170.05 of this Policy. If a customer, who is participating in the autopay program, has a payment that is rejected by the financial institution twice within a twelve month period, the customer's participation in the autopay program will be cancelled. Customers whose participation in the autopay program is cancelled will be notified by letter sent through the U.S. mail.

A deposit will be required for accounts with more than one rejected payment in a 12-month period, in accordance with Policy 7120.10.

7170.04      Bimonthly Billing

All water service accounts will be billed on a bimonthly basis (every two months, six times per year). The bimonthly bill will be due on the due date specified on the bill, which will be 20 days from the date the bill is prepared. Bills will be determined based on the rates and charges that are in effect for the dates for which the customer is being billed.

Bills are due and payable at the time of presentation, and are delinquent if not paid by the due date specified on the bill which will be 20 days from the date the bill is prepared. The District must receive payment at the District Office by the specified due date; postmarks are not acceptable.

7170.05        Delinquencies

All customers who have not paid their bimonthly bill by the due date specified on the bill are considered delinquent and will be mailed a past-due notice within ten (10) calendar days after the bill becomes delinquent. A late-payment penalty, calculated as a percentage in an amount set forth in the District's current Water Rates and Miscellaneous Charges and Fees will be assessed and added to the amount due on the past-due notice. Interest on late payments shall be waived once every twelve (12) months for customers whose household income is below 200 percent of the federal poverty line. The full amount due, including late-payment penalty, will be due in fifteen (15) days from the date of mailing.

7170.06        Payment Acceptance

All payments for regular billing, past due notices must be received in the District office by the close of business on the due date. Payments delivered by mail will not be considered as paid until they are received in the District office; postmarks prior to the due date are not considered payment on time. Payments delivered by mail to the District's post office box on or before the due date are considered payment on time.

7170.07        Overpayments

The District, upon receipt of a payment that exceeds the amount currently due on the account, will apply the overpayment as a credit to the account. Credit balances will be refunded only upon written request of the customer, or when a credit balance exists at the time a customer account is closed and after all charges on the closed account have been satisfied.

7170.08        Underpayment

The District may, at its sole discretion, accept underpayment or partial payment of balances due on accounts. Underpayments or partial payments are not a substitute for full payment of amounts due by the due dates, and will not avoid late payment penalties if the amount due on the account is not paid by the due dates. Payments will be applied to the oldest outstanding balances on the account.

7170.09        Payment Plan Agreements

The District may, at its sole discretion, enter into payment plan agreements with customers as a means of allowing the customer to continue to receive water service while paying past-due amounts in installments. It is the sole responsibility of the customer to remember payment amounts and dues dates. Failure to make payment before close of business on the payment due date shall result in making the special payment plan null and void, placing the account into delinquent status and making it subject to the provisions of Section 7170.06, et seq., of this Policy.

7170.10        Certificate of Sale (Lien)

After all collection procedures have been followed and an account has an unpaid balance remaining, the District may file Certificates of Sale on the parcel (Water Code Section: 26125). The District will mail a certified letter to the owner(s) for which a Certificate of Sale has been filed including a copy of the Certificate of Record for the delinquent account.

7170.11        Certificate of Redemption

On receipt of payment for a Certificate of Sale, the District will prepare in duplicate a Certificate of Redemption. The Certificate of Redemption shall be recorded in the office of the county recorder of the county in which the property is situated (Water Code Section 26225), with a copy provided to the payor.

7170.12        Special Assessment

After all collection procedures have been followed and an account has an unpaid balance remaining, the District may also place unpaid charges on the property tax rolls under the procedures set forth in Water Code Section 25806.

7180.00        WATER METER READING

7180.01        Water Meter Reading Frequency and Routes

Water meters shall typically be read for purposes of billing every two months (bi-monthly) or as otherwise determined by the General Manager or his or her designee. Meter reading routes and schedules shall be established at the sole discretion of the District.

7180.02        Water Meter Reading Schedules and Cycles

Water meter reading schedules and cycles shall be established at the sole discretion of the District. The District will not consider moving of customer accounts among meter reading schedules and cycles other than those established by the District. The District reserves the right to read water meters at any time or with any frequency.

7180.03        Water Meter Accessibility

Customers are responsible for making the District's water meter accessible to the District for reading, and shall maintain accessibility to the meter at all times.



In circumstances where the water meter is not accessible, the District shall deliver a notice to the customer requesting that access be made available; for example, by removal of obstructions (vehicles, vegetation, landscape materials, etc.) or by unlocking gates or securing pets.

Fines for non-compliance with water meter accessibility may be levied at the discretion of the General Manager or his or her designee, as set forth in the Water Rates and Miscellaneous Charges and Fees for the District. Moreover, the District may access the meter, subject to any legal requirements such as obtaining an abatement warrant, to read or repair the meter. Lastly, the District may terminate water service for refusal to permit access to read the meter. Any costs incurred by the District to obtain access to the property or terminate water service shall be charged to the customer.

#### 7180.04 Estimating Water Meter Readings

The District shall attempt to use actual water meter readings for billing purposes whenever possible and practical. When an actual water meter reading is not available, the General Manager or his or her designee may use an estimated water meter reading for billing purposes.

Estimated meter readings may be used in circumstances such as broken or missing water meter register; inaccessibility of water meter to obtain a reading, or when otherwise deemed necessary and prudent by the General Manager or his or her designee.

When an estimated meter reading is deemed necessary, the following schedule shall be applied:

First occurrence: Three year average of water usage for same billing cycle.  
Subsequent occurrences: Double the water usage from previous bill.

When an actual meter read is obtained, the difference of the actual read and the estimated read will be credited/billed as applies.

#### 7180.05 Water Meter Re-Reads

Re-reading of water meters is defined as any water meter reading that occurs outside of the routine water meter reading schedule or cycle for that meter.

The District reserves the right to read or re-read a customer's meter at any time or to replace an existing touch read meter register with a radio read meter register.

Customer requests for a water meter re-read shall be honored in accordance with the following procedure:

1<sup>st</sup> Request for a re-read of a District water meter: The District shall re-read the water meter at no charge as soon as practical. If the reading is found to be in error, the District will correct the account information and adjust the account accordingly. If the reading is not found to be in error, the customer will be given

the opportunity to complete a water efficiency review provided by the District.

2<sup>nd</sup> Request for a re-read in any period of 36 consecutive calendar months beginning with the date of the first re-read: A re-read charge shall be applied to the customer's next billing statement as set forth in the District's rates and charges adopted by the Board of Directors, unless the reading in question is found to be in error. If the reading is found to be in error, the District will correct the account information and adjust the account accordingly. If the reading was not in error, the reread charge shall be applied. The customer may request a credit to their account in the amount of the charge if they complete a water efficiency review provided by the District at no charge within 60 days of the customer's 2<sup>nd</sup> request for a re-read within the 36 month period as outlined above. The 60 day time limit may be extended at the discretion of the District.

3<sup>rd</sup> and subsequent re-read requests in any period of 36 consecutive calendar months beginning with the date of the first re-read: A re-read charge shall be applied to the customer's next billing statement as set forth in the District's rates and charges adopted by the Board of Directors, unless the reading in question is found to be in error.

7200.00 ESTABLISHING AND CLOSING CUSTOMER ACCOUNTS

7200.10 Application for Customer Account

7200.11 Application for Service

The District shall require all new customer accounts to submit an application for service. The account application shall be required for all new accounts, regardless of whether the customer previously had an account at another service location within the District. The account application shall collect such information as deemed necessary by the District to establish and maintain the customer's account and to contact the customer in the event account payment and/or water service questions or notifications arise.

7200.12 Application Fee

The District will collect an Application Fee to offset the cost of establishing the new account, in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees. This Fee may be collected at the time of application or applied to the customer's first water service statement at the sole discretion of the Assessor/Collector or his or her designee.

7200.20 Approval of Application for Customer Account

Approval of account applications shall be at the sole discretion of the Assessor/Collector

or his or her designee. Account applications shall not typically be denied unless the customer refuses to comply with the District's terms and conditions of water service.

7200.30      Customer Account Deposits

The District may collect account deposits from new customers to ensure payment for amounts owed. The collection, use and return of account deposits are addressed in District Policy No. 7120, Customer Account Deposits.

7200.40      Closing Customer Accounts

7200.41      Written Request for Closure of Account

A request for closure of account must be submitted for the District to close an account. The District shall prepare a final billing pursuant to this request. The request shall provide sufficient information to verify that it is the customer or authorized agent who is requesting closure of the account.

7200.42      Final Billing

The final bill for an account shall be calculated by prorating the usage charges and fixed charges for the amount of time in the billing period ending with the legal change of ownership date, once the subsequent meter read has been taken. The final water meter reading for the account shall be taken by the District within seven (7) business days of receipt of written request for closure of the account.

7200.43      Closure After All Balances Paid

The customer's account will be closed when all balances outstanding have been satisfied, unless otherwise determined by the Assessor/Collector or his or her designee.

7270.00      SERVICE TERMINATION / RE-ESTABLISHMENT PROCEDURES

7270.01      Termination – Customer Request

Citrus Heights Water District will terminate or disconnect water service at the point of delivery during regular working hours, Monday through Thursday, in accordance with the provisions of Section 7200.40 of District Policy No. 7200, Closing Customer Accounts. The customer shall be responsible for payment of any bills, charges, fees, or indebtedness to the District prior to the actual termination or disconnection of service.

7270.02      Termination / Disconnection/ Restriction – District Discretion

The District will terminate, disconnect or restrict service to any water service line, service connection or turn off any facility used to deliver water from the District for any of the following reasons:

- A. The customer, agent or tenant receiving water service from the District fails to comply with any Policy of the District.
- B. Water service is being furnished District without a proper application or a false or fraudulent application.
- C. There is evidence of unlawful tampering or interference with the District's facilities by the customer, agent or tenant.
- D. The District, the County Health Officer, City of Citrus Heights Code Enforcement Officer, or the California Department of Public Health finds that there exists a condition hazardous to the health and safety of the customer or any water user of the District or a member of the public, including, without limitation, the absence, non-testing, or the malfunctioning of a required backflow prevention assembly.
- E. The customer fails, after notice from the District, to remove an obstruction that prevents CHWD employees from unobstructed access to any easements, service valves, fire hydrants, appurtenances (including repair or construction upon), and reading a meter.

The determination of whether to turn off or disconnect water service, or to restrict water service through the installation of a flow restriction device at the water service, will be made at the sole discretion of the District.

7270.03      Termination - Without Prior Notice

Any breach of a District policy that endangers or threatens to endanger the public health or safety will result in termination or disconnection of water service without a prior notice from the District.

7270.04      Restriction - Non-Payment

The following procedures shall govern restriction of a service line for default in the payment of any bills, charges, fees, or indebtedness to the District. Residential customers may obtain additional information by calling 916-725-6873.

- A. AMORTIZATION PLANS: A residential customer may request an amortization plan. Overdue amounts may be amortized over a six month period, with payments made once per month. While undertaking an amortization plan, the customer must continue to make on-time payments on current bills; delinquency on either the amortization plan, or current bills of 60 days or more will result in the cancellation of the amortization plan. A completed, signed, and notarized promissory note must be received by the District by 5:30 p.m. on the due date listed on the Notice of Intent to

Terminate Water Service. This note must be presented in person, and will not be accepted by mail, facsimile or electronic means.

- B. APPEAL OF CHARGES: The District will, on receipt of written or verbal request from the customer, make an investigation of any disputed bills, charges, fees, or indebtedness involved. If the District finds during the investigation that any error(s) were made by the District, the District shall correct the error(s) and remove any applicable penalties, charges, or fees that have accrued. Disputed charges must be paid in full. The District will not terminate water service for non-payment while a bill dispute is under investigation.
- C. Any customer that has had water service terminated, and restores or attempts to restore their own water service, by turning on the service valve, re-establishing a connection to their water service line that has been previously disconnected by the District, and/or connecting to an alternate source of District-furnished water, will be immediately disconnected and a lock placed on the service by the District to secure the service valve. A Disconnect / Reconnect Service Charge in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees shall be immediately added to the amount due on the customer's account.
- D. The practice of one customer providing an alternate source of District-furnished water to another customer's residence (e.g., attaching a garden hose from one residence to another), when the customer receiving the water has had their water service terminated or restricted, constitutes theft of District water and shall not be permitted. Any customer found to be providing an alternate source of District-furnished water shall be informed, by a notice delivered to that customer's property that the practice is illegal and must be discontinued immediately. Failure to immediately discontinue the alternate water source after notice has been delivered by the District shall result in termination or restriction of service as set forth in this Policy, including any applicable charges and fees
- E. Any customer that tampers with a District water service with the intent to open a valve that has been closed by the District shall be responsible for all costs related to repairing or replacing the valve, water meter, water meter setter or related appurtenances or materials, as well as a Disconnect / Reconnect Service Charge in addition to any other fees and charges that may have been due prior to the occurrence. The District shall inform the customer, in writing, of the additional charges that are immediately due and payable on their account. The District shall also inform the customer that tampering with any part of the District water system is a misdemeanor offense, and that the District may elect to pursue prosecution or other legal action against the customer for tampering or interference with the District water system.

Service Charges for Disconnection and Reconnection, in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees, will be charged for each occasion or call that an employee of the District either physically terminates, restricts or re-establishes water service to a property or is dispatched to notify of an impending termination, disconnection or restriction of a service pursuant to the provisions of Sections 7270.02, 7270.03, and 7270.04 of this policy.

7270.07      Termination / Disconnection – Fire Sprinkler Accounts

In the event of a scheduled termination, disconnection or restriction of water service to a dedicated fire sprinkler service account, advance notice shall be delivered to the appropriate fire protection authority at least seven (7) business days prior to the scheduled date of termination.

7270.08      Re-establishment of Service

Water service through a terminated, disconnected or restricted-water service connection shall be re-established by the District when the customer, agent or tenant receiving water service from the District has satisfied the condition leading to the termination, disconnection or restriction, in a manner that is satisfactory to the District, pursuant to the provisions of Sections 7270.02, 7270.03, and 7270.04 of this Policy.

7330.00                      DISPUTED WATER CONSUMPTION CHARGES

A disputed water consumption charge exists when a customer asserts that a water charge is either in error or that they should not be made to pay the charge.

7330.10      Submittal of Disputes on Water Consumption Charges

A customer dispute of water consumption charges shall be made in writing to the District within forty-five (45) days of the date of the bill. The dispute must clearly state the reasons why the customer believes the consumption charges are inaccurate or that they should not be responsible for paying the charges.

7330.15      Investigation of Disputed Billing Statement

The District will make every effort to complete the investigation within thirty (30) days of receipt of a customer dispute. Once the investigation has been completed, the District will inform the customer of the result of the investigation by United States regular or priority mail. All decisions made by the District are final.

7330.20      Request for Adjustment due to Leak

In order for the District to consider a billing adjustment for excessive water consumption

by the customer due to a leak on the customer's private lines, the customer must submit a request for an adjustment including the nature of the leak, date discovered, and proof of correction of the leak within forty-five (45) days of the due date of the bill. For a billing adjustment due to a leak to be approved, the District shall make the following findings:

- A. The excessive use of water was due to circumstances that could not be foreseen or easily prevented by the customer.
- B. After receipt of a billing statement showing excessive consumption of water, the customer took prompt and reasonable action to ascertain the cause of the excessive consumption and to correct it.
- C. The customer repaired all known or apparent water leaks beyond the point of delivery by the District within sixty (60) days of discovering the leak.

The customer shall be notified in writing of the District findings and adjustment of charges, if any.

7330.30 Determination of Water Quantities for Adjustments to Billing Statements

For purposes of determining billing adjustments, all excessive water consumption amounts shall be determined by the District at the District's sole discretion. The average measured quantity delivered during the same billing period or periods in the preceding two years will be used when available and representative of normal water consumption. No adjustment shall be made for any charge not based on the quantity of water delivered.

7330.40 Adjustments to Billing Statements

Adjustments to billing statements will be made in the form of a credit to the customer's account and will appear on the next billing statement. Adjustments shall be made for a maximum of a two (2) month period of excessive water consumption. In the event that the District notifies the customer of the excessive water consumption, no adjustments shall be made for excessive consumption beyond sixty (60) days from the date of notification by the District. No adjustment shall be made for an amount less than ten dollars (\$10.00). Not more than one adjustment shall be made to a customer account in any twenty-four (24) month period.

7330.50 Appeal of District Findings or Adjustment to Billing Statement

Should a customer dispute the District's findings or adjustments made to the customers billing statement, if any, the customer may appeal the findings or adjustment to the General Manager. Appeals shall be submitted in writing as set forth in Section 7330.10 of this Policy. The appeal must be filed a minimum of five business days in advance of any penalty, and not more than 60 days after the customer has been notified of the District's findings or adjustments. The General Manager's decisions on appeals are final.

7330.60 Payment of Disputed Charges

Customers shall pay disputed charges by the due date as set forth in the billing statement. Dispute of a billing statement does not relieve a customer of their obligation to pay charges due or justify a delay in the payment.



## INDEX

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
7120	Customer Account Deposits	MAY 8, 2007	AUGUST 18, 2021	JANUARY 1, 2020	(1) DECEMBER 18, 2019
7170	General Billing Procedures for Bimonthly Accounts	NOVEMBER 19, 1996	AUGUST 18, 2021	JANUARY 1, 2020	(1) APRIL 4, 2000; (2) APRIL 13, 2004; (3) NOVEMBER 10, 2004; (4) OCTOBER 9, 2007; (5) DECEMBER 18, 2019
7180	Water Meter Reading	DECEMBER 12, 2006	AUGUST 18, 2021	DECEMBER 12, 2006	(1) DECEMBER 18, 2019
7200	Establishing and Closing Customer Accounts	MAY 8, 2007	AUGUST 18, 2021	MAY 8, 2007	(1) DECEMBER 18, 2019
7270	Termination / Reestablishment Procedures	APRIL 7, 1998	AUGUST 18, 2021	JANUARY 1, 2020	(1) APRIL 13, 2004; (2) OCTOBER 9, 2007; (3) APRIL 13, 2010; (4) DECEMBER 18, 2019

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	DATE EFFECTIVE	PREVIOUS AMENDMENTS
7330	Disputed Water Consumption Charges	JULY 10, 2007	AUGUST 18, 2021	JANUARY 1, 2020	(1) APRIL 13, 2004; (2) OCTOBER 9, 2007; (3) APRIL 13, 2010; (4) DECEMBER 18, 2019

# **ATTACHMENT 10**

Board and Officer Policies –Clean Copy

CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL

2000.00                    AUTHORITY OF THE BOARD OF DIRECTORS

The Board of Directors, acting as a Board, is the governing body of Citrus Heights Water District. The Board shall act only at its regular, special, or emergency meetings, which may be adjourned as provided by applicable law. All powers of the District shall be exercised and performed by the Board as a body. Individual Board members, except as otherwise authorized by the Board, shall have no power to act for the District, or the Board, or to direct the Staff of the District, nor commit the District to any policy, act, or expenditure nor sign any document on behalf of the Board.

2000.10                    RESPONSIBILITY OF THE BOARD OF DIRECTORS

The primary responsibility of the Board of Directors is the formulation and evaluation of District policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.

2005.00                    MEMBERS OF THE BOARD OF DIRECTORS

Members of the Board of Directors are elected by Division but should make decisions in the interests of the District and its customers as a whole.

2005.10                    Duties of Members of the Board of Directors

Members of the Board of Directors shall:

- 2005.11                    Prepare themselves to discuss agenda items at Board of Directors meetings unless a personal or financial conflict of interest exists.
  
- 2005.12                    Participate in the decision-making responsibilities of the Board of Directors unless a personal or financial conflict of interest exists.
  
- 2005.13                    Perform other duties as may be required by law or as directed by the Board of Directors.

2010.00      PRESIDENT AND VICE PRESIDENT OF THE BOARD OF DIRECTORS

A President and a Vice President of the Board of Directors shall be chosen from members of the Board of Directors. The President and Vice President shall perform duties as established by the Board of Directors and as required by law.

2010.10      Selection and Term of Office of President and Vice President

Each December or as otherwise necessary, the Board of Directors shall elect a President and a Vice President from among its members. Nominations from members of the Board will be requested and a President and a Vice President shall be elected by a majority vote of the Board of Directors. The term of office of the President and the Vice President shall begin immediately upon their election unless otherwise specified by the Board of Directors.

2010.20      Duties of the President

The President of the Board of Directors shall:

- 2010.21      Preside at meetings and hearings of the Board of Directors and conduct said meetings to ensure proper order and decorum.
- 2010.22      Execute documents on behalf of the District that are approved at the meeting including, but not limited to, warrants, resolutions, agreements, and contracts.
- 2010.23      Rule on points of order and passage or failure of motions, resolutions, or ordinances brought before the Board.
- 2010.24      Invite public participation when appropriate during meetings of the Board of Directors.
- 2010.25      Set the time and place for any special or emergency meeting of the Board of Directors.

- 2010.26      Serve as public spokesperson of the Board and express adopted policy of the District when called upon to do so.
- 2010.27      Represent the Board of Directors at public meetings or ceremonies when called upon to do so.
- 2010.28      Perform other duties as may be required by law or as directed by the Board of Directors.
- 2010.29      Appoint a member(s) of the Board of Directors, Officers or staff to serve or represent the District at public meetings, ceremonies or on committees on behalf of the District.

2010.30      Duties of the Vice President

In the absence of the President, the Vice President shall assume the duties of the President until such a time as the President is in attendance. In the event that the office of President is vacant, the Vice President shall act in the place of the President until the Board of Directors elects a new President.

2010.40      Participation in Meetings of the Board of Directors

The President and Vice President shall have the same rights as other members of the Board of Directors in voting, introducing motions, resolutions, and ordinances, and any discussion of questions that follow said actions.

2020.00      ATTENDANCE AT BOARD OF DIRECTORS MEETINGS

Members of the Board of Directors are expected to attend all regular, adjourned, special, and emergency meetings of the Board of Directors. If unable to attend a meeting, Directors shall attempt to inform the President of the Board and/or the General Manager of the intended absence.

2020.10      Vacancy

A vacancy shall occur if any member of the Board of Directors ceases to discharge the duty of his/her office for the time period provided by law, including Government Code section 1770.

2040.00        DIRECTOR'S COMPENSATION

Each member of the Board of Directors shall be entitled to receive compensation, in a dollar amount as specified by Citrus Heights Water District Ordinance Fixing the Compensation of the Board of Directors, per day or partial day for attendance at meetings of the Board and District related functions.

2040.10        Officer's Compensation

The Board appointed District Secretary, District Treasurer, and District Assessor/Collector shall not be compensated for their duties as District Officers.

2040.20        Reimbursement

District Officers and each member of the Board of Directors shall be entitled to reimbursement for actual and necessary expenses incurred in performance of their duties required or authorized by the Board. Reimbursements shall be subject to written documentation and shall be limited to imposed maximums (i.e.: meal expenses, travel expenses, etc.).

2040.30        Approval

Reimbursement pursuant to Section 2040.20 for actual and necessary expenses to the Directors and Officers shall be reviewed and approved monthly by the Board of Directors as part of their review of the Treasurer's report and accounts payable.

2040.90      Reporting

An annual report shall be prepared by the Treasurer quantifying meeting attendance, compensation, and expenses for members of the Board of Directors and District Officers.

2060.00                      EDUCATIONAL AND TRAINING FUNCTIONS

The Board of Directors supports participation by members of the Board of Directors and Officers at educational and training functions of national, state, or local significance that either directly relates to the purposes, goals and objectives of the District or that contribute to a better understanding of water and management issues relevant to District operations. There is no limit as to the number of Directors and Officers attending a particular educational or training function when it is apparent that their attendance is beneficial to the District.

Educational and training functions typically include meetings, seminars, facility tours, and conferences related to District purposes and operations.

2060.10                      ATTENDANCE BY DIRECTORS

Members of the Board of Directors are authorized to attend educational and training functions of their choosing. Expenses per person in excess of \$5,000.00 per function and aggregately \$10, 000.00 per calendar year shall require formal approval from the Board of Directors.

A Director shall not attend a conference or training event for which there is an expense to the District if it occurs after they have announced their pending resignation or have not filed for re- election, or if it occurs after an election in which it has been determined that they will not retain their seat on the Board of Directors except as formally authorized by action of the Board of Directors.

2060.30                      COMPENSATED MEETING DAY

Directors shall be entitled to receive meeting day compensation in accordance with Compensation and Reimbursement Policy 2040 for each day's or partial day's attendance at an educational or training function plus one day for travel if necessary.

2060.50                      EXPENSES

The District shall pay for actual and necessary expenses for attendance at education and training functions.

2060.51                      Function Expenses



The District will generally pay fees for registration and attendance at educational and training functions in advance for its representative(s).

Expenses advanced by the District for educational and training functions that are not attended by the Director or Officer other than due to circumstances beyond their control and for which a refund or credit cannot be obtained shall be promptly reimbursed to the District by the Director or Officer within thirty (30) days of the date of said function.

2060.52      Travel Expenses

Travel expenses shall be allowed based upon the actual mode of travel. Travel arrangements may be made by the individual or by the District.

Travel by personal vehicle is permitted within California and Nevada. And shall be reimbursed at the current expense rate authorized under Internal Revenue Service (IRS) regulations per actual mile driven, not to exceed the cost of an unrestricted round-trip coach air fare plus associated ground transportation and parking expenses.

Travel by air, train, or bus is permitted and shall not exceed or be reimbursed beyond the cost of an unrestricted round-trip coach air fare plus associated ground transportation and parking expenses.

2060.53      Lodging Expenses

Actual lodging expenses will be paid or reimbursed at an amount not to exceed the highest published conference rates for accommodations. Lodging arrangements may be made by the individual or by the District.

2060.54      Meal Expenses

Per diem reimbursements for approved events, not to exceed the limits detailed below, can be obtained by submitting reconciliation request form.

Half Day event	\$45.00
Full Day Event	\$90.00

Directors or Officers shall generally not receive the above per diem if meals are provided as an accompaniment to registration. However, if a Director or Officer is unable to utilize the provided meal, he or she may receive a half-day or full day per diem as applicable. Any request for per diem shall indicate the District-related reason for not enjoying the provided meal. No compensation will be provided for the purchase of alcoholic beverages.

2060.55      Other Expenses

Other actual and necessary expenses, including but not limited to such items as car rental, taxi or bus fares, gratuities, parking, telephone calls, and facsimile transmissions will be Reimbursed at no cost.

2060.56      Spouse/Companion Expenses

Spouse and/or companions may accompany District representatives to educational and training functions at the sole and total expense of the spouse/companion(s). It is incumbent upon the Director or Officer to document those additional expenses that may accrue due to a spouse and/or companion, and to deduct said expenses from any expenses being submitted to the District for reimbursement or reconciliation.

2060.58      Expense Reconciliation

Upon the conclusion of an educational or training event for which expenses have been incurred, all expenses shall be documented and reconciled on the District's "Conference/Meeting Expense Reconciliation" form.

2060.59      Reporting

An annual report shall be prepared by the Treasurer quantifying attendance and expenses at training and educational functions for members of the Board of Directors and District Officers.

2060.70      DIRECTORS' REPORTS

Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors and Officers will either prepare a written report for distribution to the Board of Directors, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for future use and reference by Directors, Officers and staff.

# CITRUS HEIGHTS WATER DISTRICT

## Conference/Meeting Expense Reconciliation

Attachement 2060.A1  
Rev. Jan 1, 2014

(users\admin\formslhr Employee type forms\expense reconciliation worksheet.xls)

**Name:** \_\_\_\_\_ **Date(s):** \_\_\_\_\_

**Purpose:** \_\_\_\_\_

**Location:** \_\_\_\_\_

### PLEASE - List All Expenses:

**Registration:** \_\_\_\_\_ \$ \_\_\_\_\_

**Coach Airfare on:** \_\_\_\_\_ **Conf #:** \_\_\_\_\_ \$ \_\_\_\_\_

**Mileage:** \_\_\_\_\_ @ \$.56/mile (IRS rate - eff 1/1/14) \$ \_\_\_\_\_

**Lodging at:** \_\_\_\_\_ **Conf #:** \_\_\_\_\_

**# of nights:** \_\_\_\_\_ @ \_\_\_\_\_ per night (Plus Tax) \$ \_\_\_\_\_

Date	Breakfast \$20 ±	Lunch \$25 ±	Dinner \$45 ±	DailyTotal <\$90	Attach Receipts
S				-	
M				-	
T				-	
W				-	
TH				-	
<b>Meal Totals</b>	-	-	-	-	\$ _____

*Note: Enter "CONF" in proper column if meal was included as part of registration.*

**Other:** \_\_\_\_\_  
\_\_\_\_\_

Attach Receipts \$ \_\_\_\_\_

**Total Expenses** \$ \_\_\_\_\_

### Prepaid / Credit Card Expenses

Registration	-	Meals	
Airfare	-	Car Rental	
Hotel	-		
Parking			

**Total Prepaid Expenses** \$ \_\_\_\_\_

**Balance Due to:** \_\_\_\_\_ \$

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Entered on cal  CC to attendee  Completed  Approved: \_\_\_\_\_

2080  
OFFICERS

BENEFITS FOR DIRECTORS AND

2080.10

WORKERS' COMPENSATION INSURANCE BENEFITS

Directors and Officers shall be covered by the District's Workers' Compensation Insurance policy while acting as a Board of Directors or acting under its orders.

2080.20

OTHER BENEFITS

Directors and Officers may participate in District benefit plans at the sole and express expense of the Director or Officer subject to the terms, conditions, and acceptance of the District's employee benefit provider(s).

District Officers that are also employees of the District shall be entitled to benefits pursuant to Personnel Policies and Procedures.

2090.00

BONDS FOR DIRECTORS AND OFFICERS

Directors and Officers shall be bonded as required by law. Premiums shall be paid fully by the District.

See Section 2200.15 of "Officers of the District" Policy 2200 for bonding requirements for Officers

2100.00

STANDARDS OF CONDUCT FOR DIRECTORS AND OFFICERS

The policy of the Citrus Heights Water District is to maintain the highest ethical standards for its Directors and Officers. The proper operation of the District requires decisions and policy to be made within the proper channels of governmental structure, that public office not be used for personal gain, and that Directors and Officers remain objective and responsive to the needs of the public they serve. Accordingly, it is the policy of the Citrus Heights Water District that Directors and Officers will maintain the highest standard of personal honesty and fairness in carrying out their duties.

This policy sets forth the basic ethical standards to be followed by the Directors and Officers of the Citrus Heights Water District. The objectives of this policy are to: provide guidance for dealing with ethical issues; heighten awareness of ethics and values as critical elements in Directors' and Officers' conduct; and improve ethical decision-making and values-based management.

The Board of Directors of Citrus Heights Water District is committed to maintaining excellence in legislative leadership that results in providing the highest quality of services to its constituents. To assist in the governing of the behavior between and among Directors, Officers, employees and the public, the following policies and procedures shall be observed:

2100.10

POLICIES

2100.11 Directors and Officers are obligated to uphold the Constitution of the United States and the Constitution of the State of California. Directors and Officers will comply with applicable laws regulating their conduct, including conflict of interest, financial disclosure and open government laws. Directors and Officers will strive to work in cooperation with other public officials unless prohibited from so doing by law or officially-recognized confidentiality of their work.

2100.12 Directors and Officers, in the performance of their official duties and responsibilities, will not discriminate against or harass any person on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, gender identity, sexual orientation, medical condition, disability, or any other protected class. A Director or Officer will not grant any special consideration, treatment or advantage to any person or group beyond that which is available to every other person or group in similar circumstances.

2100.13 Except as specifically authorized, a Director or Officer will not use or permit the use of District-owned vehicles, equipment, telephones, materials or property for personal benefit or profit. A Director or Officer will not ask or require a District employee to perform services for the personal benefit or profit of a Director, Officer, or employee. Each Director and Officer must protect and properly use any District asset within his or her control, including information recorded on paper or in electronic form. Directors and Officers will safeguard District property, equipment, moneys and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

- 2100.14 A. A Director or Officer is not authorized, without approval of the Board of Directors or as otherwise permitted by law, to disclose information that qualifies as confidential information under applicable provisions of law to a person not authorized to receive it, that (1) has been received for, or during, a closed session meeting of the Board, (2) is protected from

disclosure under the attorney/client or other evidentiary privilege, or (3) is not required to be disclosed under the California Public Records Act.

- B. A Director or Officer who willfully and knowingly discloses for pecuniary gain confidential information received by him or her in the course of his or her official duties may be guilty of a misdemeanor under Government Code Section 1098.

2100.15 A. A Director will not have a financial interest in a contract with the District, or be a purchaser at a sale by the District or a vendor at a purchase made by the District, unless the Director or Officer's participation was authorized under applicable law. A Director or Officer will not participate in the discussion, deliberation or vote on a matter before the Board of Directors, or in any way attempt to use his or her official position to influence a decision of the Board, if he or she has a prohibited interest with respect to the matter as provided by law.

- B. If a member of the Board believes that he or she may be disqualified from participation in the discussion, deliberations or vote on a particular matter due to a conflict of interest, the following procedure will be followed: (a) if the Director or Officer becomes aware of the potential conflict of interest before the Board meeting at which the matter will be discussed or acted on, the Director or Officer will notify the District's General Manager and the District's legal counsel of the potential conflict of interest, so that a determination can be made whether it is a disqualifying conflict of interest; (b) if it is not possible for the Director or Officer to discuss the potential conflict with the General Manager and the District's legal counsel before the meeting, or if the Director or Officer does not become aware of the potential conflict until during the meeting, the Director or Officer will immediately disclose the potential conflict during the Board meeting, so that there can be a determination whether it is a disqualifying conflict of interest; and (c) upon a determination that there is a disqualifying conflict of interest, the Director or Officer (1) will not participate in the discussion, deliberation or vote on the matter for

which a conflict of interest exists, which will be so noted in the Board minutes, and (2) leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

2100.17 Board members are prohibited from soliciting political funds or contributions at District facilities, or from District employees. A Board member will not accept, solicit or direct a political contribution from (a) District employees, officers, consultants or contractors, or (b) vendors or consultants who have a material financial interest in a contract or other matter while that contract or other matter is pending before the District. A Director will not use the District's seal, trademark, stationery or other indicia of the District's identity, or facsimile thereof, in any solicitation for political contributions contrary to state or federal law.

2100.18 Board members shall avoid incompatible offices as provided by applicable law.

- 2100.19 A. The Board sets the policy for the District and sets the terms and conditions of the General Manager's employment.
- B. The District's General Manager (a) has full charge and control of the construction, maintenance and operation of the water system and other facilities of the District, (b) has full power and authority to employ and discharge employees and assistants, consistent with District policy and other provisions of law, (c) prescribes the duties of employees and assistants, consistent with District policy, and (d) fixes and alters the compensation of employees and assistants, consistent with District policy.
- C. The Board will appoint the District's Treasurer (see Policy No. 2200). The Treasurer will install and maintain a system of auditing and accounting that will completely and at all times show the financial

condition of the District in accordance with generally accepted accounting principles and legal requirements.

- D. The Board will retain and periodically review the work of an auditor as an independent contractor of the District (other than the Treasurer), who will report to the Board, to conduct an annual audit of the District's books, records and financial affairs (see Policy No. 6010).
  
  - E. The District's General Manager serves at the pleasure of the Board. The Board will provide policy direction and instructions to the General Manager on matters within the authority of the Board by majority vote of the Board during duly-convened Board meetings. Members of the Board will deal with matters within the authority of the General Manager through the General Manager, and not through other District employees, except as it pertains to the functions of the Treasurer. Members of the Board will refrain from making requests directly to District employees (rather than to the General Manager) to undertake analyses, perform other work assignments or change the priority of work assignments. Members of the Board may request non-confidential, factual information regarding District operations from District employees.
- 2100.20 A. The General Manager has primary responsibility for (1) ensuring compliance with the Districts Personnel Policies, and ensuring that District employees do not engage in improper activities, (2) investigating allegations of improper activities, and (3) taking appropriate corrective and disciplinary actions. The Board has a duty to ensure that the General Manager is operating the District according to law and the policies approved by the Board. Board members are encouraged to fulfill their obligation to the public and the District by disclosing to the General Manager to the extent not expressly prohibited by law, improper activities within their knowledge. Board members will not interfere with the General Manager's responsibilities in identifying, investigating and correcting improper activities, unless the Board determines that the General Manager is not properly carrying out these responsibilities.



- B. A Board member will not directly or indirectly use or attempt to use the authority or influence of his or her position for the purpose of intimidating, threatening, coercing, commanding or influencing any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the General Manager or the Board any information that, if true, would constitute: a work-related violation by a Board member or District employee of any law or regulation, gross waste of District funds, gross abuse of authority, a specified and substantial danger to public health or safety due to an act or omission of a District official or employee, use of a District office or position or of District resources for personal gain, or a conflict of interest of a District Board member or District employee.
  
- C. A Board member will not use or threaten to use any official authority or influence to effect any action as a reprisal against another District Board member or District employee who reports or otherwise brings to the attention of the General Manager any information regarding the subjects described in this section.

2100.21 The members of the Board of Directors, and persons elected but who have not yet assumed office as members of the Board, will fully comply with the provisions of the State's open meeting law for public agencies (the Brown Act).

2100.22 The members of the Board of Directors will fully comply with provisions related to compensation and expense reimbursement as set forth elsewhere in the Manual of District Policies and Procedures (see Policy No. 2040).

2100.23 The needs of the District's constituents and employees shall be among the highest priorities of the Board of Directors.

- 2100.24 Differing viewpoints are welcome in the decision-making process. Individuals have the right to disagree with ideas and opinions, however, once the Board of Directors takes action, Director or Officers are encouraged to support the majority decision and commit to implementation of said action.
- 2100.25 Directors and Officers will observe basic courtesies in order to maximize the performance of the Board of Directors by respecting the dignity, style, values, and opinions of others; emphasizing the positive side of all interactions; encouraging responsiveness and attentive listening to all dialogue; and committing to focus on issues and not personalities.
- 2100.26 Directors and Officers are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.
- 2100.27 Directors should develop a working relationship with District Officers and the General Manager and District staff to ensure open and comfortable discussion of current issues and concerns.
- 2100.28 The work of the District is a team effort. All individuals are encouraged to work together in the collaborative process to assist one another in conducting the affairs of the District.

2100.50 PROCEDURES

Directors and Officers should practice the following procedures:

- 2100.51 When responding to constituent requests, concerns, and complaints, Directors should be courteous and positive in their response. Routing of questions to the General Manager for action is recommended.
- 2100.52 In addressing concerns for safety or hazard related items, direct all inquiries to the General Manager or to the District office. Emergency situations should be reported to the District office immediately.
- 2100.53 Issues are required to be brought to the attention of the Board of Directors as a whole, rather than to selected members individually.

2100.54            The General Manager should be consulted in seeking clarification for policy related items, especially those involving personnel, finances, and legal action.

2200.00            OFFICERS OF THE DISTRICT

The offices of Assessor, Collector, Treasurer, and the position of Secretary are recognized as Officers of the District.

The office of Assessor and the office of Collector shall be consolidated into one office and titled Assessor / Collector.

2200.10            Appointment of Officers

The following District offices shall be filled by appointment by the Board of Directors to serve at the pleasure of the Board:

Assessor / Collector

Treasurer

Secretary

2200.20            Duties of Officers

The offices established by this policy shall perform all duties as prescribed by applicable law or District policy.

2200.50            Officers' and Deputy Officers' Compensation

Notwithstanding compensation received as employees of the District, Officers and Employees appointed pursuant to this policy shall not receive any additional compensation for their duties as District Officers and/or Deputy Officers.

## INDEX

<b>POLICY NUMBER</b>	<b>POLICY TITLE</b>	<b>DATE ADOPTED</b>	<b>DATE AMENDED</b>	<b>PREVIOUS AMENDMENTS</b>
2000	<b>Authority and responsibility of Board of Directors</b>	<b>MARCH 7, 1995</b>	<b>AUGUST 18, 2021</b>	<b>(1) JANUARY 7, 2003; (2) DECEMBER 14, 2010</b>
2005	<b>Members of the Board of Directors</b>	<b>MARCH 7, 1995</b>	<b>AUGUST 18, 2021</b>	<b>(1) JANUARY 7, 2003</b>
2010	<b>President and Vice President of The Board of Directors</b>	<b>MARCH 7, 1995</b>	<b>AUGUST 18, 2021</b>	<b>(1) JANUARY 5, 1999</b>
2020	<b>Attendance at Board of Directors Meetings</b>	<b>MARCH 7, 1995</b>	<b>AUGUST 18, 2021</b>	<b>(1) JANUARY 7, 2003</b>
2040	<b>Compensation and Reimbursement for Board of Directors</b>	<b>MARCH 7, 1995</b>	<b>AUGUST 18, 2021</b>	<b>(1) SEPTEMBER 14, 2004</b>
2060	<b>Educational and Training Functions</b>	<b>MARCH 7, 1995</b>	<b>AUGUST 18, 2021</b>	<b>(1) JANUARY 7, 2003; (2) DECEMBER 14, 2010; (3) DECEMBER 18, 2019; (4) FEBRUARY 19, 2020; (5) JUNE 17, 2020</b>
2080	<b>Benefits for Directors and Officers</b>	<b>MARCH 7, 1995</b>	<b>NOVEMBER 3, 1998</b>	
2090	<b>Bonds for Directors and Officers</b>	<b>MARCH 7, 1995</b>	<b>NOVEMBER 3, 1998</b>	
2100	<b>Standards of Conduct for Directors and Officers</b>	<b>MARCH 7, 1995</b>	<b>AUGUST 18, 2021</b>	<b>(1) AUGUST 10, 2004</b>
2200	<b>Officers of the District</b>	<b>MARCH 7, 1995</b>	<b>AUGUST 18, 2021</b>	<b>(1) AUGUST 10, 2004</b>

# **ATTACHMENT 11**

**Board Meeting Policies-Clean Copy**

CITRUS HEIGHTS WATER DISTRICT  
POLICIES AND PROCEDURES MANUAL

3000.00            BOARD MEETINGS

The Board of Directors shall conduct the business of the District via regular, special, or emergency meetings, which may be adjourned as provided by law. All meetings of the Board of Directors shall be open to the public except when the Board is convened in closed session as authorized under provisions of law.

3000.01            Regular Meetings

The Board of Directors shall hold one (1) regular meeting per month. The regular meeting shall be held on the third Wednesday of each month beginning at 6:30 PM.

If at any time any regular meeting falls on a District holiday, such regular meeting shall be held on the next business day. The Board of Directors may, by motion entered into its minutes, change the meeting date when it is known that a quorum will not be present. Such a change shall be noticed and posted in the same manner as required for a special meeting.

3000.02            Special Meetings

Special meetings of the Board of Directors may be called by the President of the Board of Directors or by a majority of the Board of Directors whenever required for District business.

3000.03            Emergency Meetings

Emergency meetings of the Board of Directors may be called by the President of the Board of Directors, by any Director in the absence of the President, or by the General Manager or any District officer in the absence of all Directors.

An emergency situation means a crippling disaster which severely impairs/disrupts or has the potential to severely impair or disrupt public facilities, public health, and/or public safety causing the need for prompt action.

3000.04            Adjourned Meetings

The Board of Directors may, by majority vote of those present, adjourn any Board of Directors meeting, whether regular, special, or emergency, at any place in the agenda to any time and place specified in the order of adjournment. The Secretary shall declare the meeting adjourned to a stated time and place and shall, within twenty-four (24)

hours, cause a written notice of adjournment to be posted at or near the place that the meeting was held.

3000.10                    BOARD OF DIRECTORS MEETING NOTICE

All meetings of the Board of Directors shall be noticed and posted pursuant to appropriate Government Codes including the Ralph M. Brown Act.

3000.20                    BOARD OF DIRECTORS MEETING LOCATION

Meetings of the Board of Directors shall be held in the room known as the Board Room located in the District's administrative office at 6230 Sylvan Road in Citrus Heights, CA. If for reason of fire, flood, earthquake, or other unusual condition, it shall be unsafe or impractical to meet at the aforementioned location, the meetings shall be held at a location designated by the President of the Board of Directors within the boundaries of the District. If there are no appropriate facilities within the boundaries of the District, the Board of Directors will meet at the closest adequate meeting facility.

Meetings may be held outside the District boundaries to participate in discussions of multi-agency significance. Such meetings must be held within the jurisdiction of one of the participating agencies and shall be appropriately noticed and posted.

The General Manager shall insure that physical facilities for said meetings are accessible, functional and appropriate.

3010.00                    BOARD OF DIRECTORS MEETING AGENDA

An agenda containing a brief general description of each item to be transacted or discussed shall be prepared for all meetings of the Board of Directors.

3010.10                    Agenda Preparation -- General

The General Manager or his/her designee shall prepare the agendas for Board of Directors meetings. Agendas shall be based upon items requested by any member of the Board of Directors and/or as determined by the General Manager.

3010.11                    Submission of Agenda Items

In order to meet agenda preparation, posting and distribution requirements, all proposed agenda items for regular Board of Directors meetings shall be submitted to the General Manager no later than seven (7) business days prior to the meeting day, unless otherwise authorized by the General Manager.

3010.14                    Posting of Agendas

The agenda or notice for each meeting shall be posted as provided by law.

3020.00                    PRESIDING OFFICER

3020.10                  Presiding Officer -- Board of Directors Meetings

The President of the Board of Directors shall serve as Presiding Officer at Board of Directors meetings. The Presiding Officer conducts the meeting of the Board of Directors, preserving order and decorum. He/she states each motion under consideration by the Board of Directors and announces each decision of the Board of Directors. He/she decides all questions of order, subject to appeal to the Board of Directors, in which event the majority of the Board of Directors shall govern and determine the question of order.

3020.20                  Presiding Officer -- Rights

The Presiding Officer shall have the same rights as the other members of the Board of Directors in voting, introducing motions, resolutions and ordinances and any discussion of questions that follow these actions.

3020.30                  Presiding Officer -- Absence, Order of Succession

In the absence of the President, the Vice-President shall preside. Upon the arrival of the President, the duties of Presiding Officer shall be relinquished to the President at the first opportunity.

3020.40                  Presiding Officer -- Approval of Official Documents

The Presiding Officer shall sign all documents approved or adopted at the Board of Directors meeting such as resolutions, ordinances, agreements, and contracts unless otherwise delegated.

3030.00                    BOARD OF DIRECTORS MEETING CONDUCT

Meetings of the Board of Directors shall be conducted by the Presiding Officer in a manner consistent with the policies of the District. The most recent edition of Rosenberg's Rules of Order may also be used as a general guideline for meeting protocol. District policies shall prevail whenever they are in conflict with Rosenberg's Rules of Order.

3030.10                  Meeting Times

All meetings of the Board of Directors shall commence on or after the time stated on the posted agenda. At the sole discretion of the Presiding Officer, the beginning of the meeting may be delayed pending the anticipated arrival of absent members of the Board of Directors.

3030.20                  Nature of Board of Directors Meeting Conduct



The conduct of Board of Directors meetings shall, to the greatest extent possible, enable Directors to consider issues to be addressed, weigh evidence related to the issues, and make sound decisions intended to address the issues. The conduct of meetings shall also enable Directors to receive, consider and take any needed action with respect to reports of the status of District operations.

3030.40            Disruption of Board of Directors Meetings

Willful disruption of any meeting of the Board of Directors shall not be permitted. If the Presiding Officer finds that there is willful disruption of any meeting of the Board of Directors, he/she may order the room cleared and subsequently conduct the Board of Directors' business without the audience present.

3030.41            After clearing the meeting room, the Presiding Officer may permit those persons who, in his/her opinion, were not responsible for the willful disruption to re-enter the meeting room.

3030.42            Duly accredited representatives of the news media, whom the Presiding Officer finds not to have participated in the disruption, shall be admitted to the remainder of the Board of Directors' meeting.

3060.00            MINUTES OF BOARD OF DIRECTORS MEETINGS

The Secretary of the Board of Directors shall keep minutes of all regular meetings, special meetings, and emergency meetings of the Board of Directors. The Secretary may delegate to keeping, transcribing and preparation of the minutes to a member of the staff.

3060.10            Procedure for Minutes of Board of Directors Meetings

3060.11            Draft copies of meeting minutes shall be made for distribution to Directors with the agenda for the next regular Board of Directors meeting or as soon as practicable.

3060.12            Approved meeting minutes shall be entered into the official District minute book and signed by the Presiding Officer and the Secretary for the meeting being approved.

3060.13            The official minutes of the regular, special, and emergency meetings of the Board of Directors shall be kept in a location secure from damage or destruction by fire, theft, water or other means. A digitized version of the official minutes that is used to print the approved meeting minutes for the minute book shall be maintained in a form suitable for reproduction or viewing via computer or similar devices.

3060.50            Closed Sessions

Minutes shall not be kept of discussions held in closed session. However, the minutes shall reflect the section of the Government Code under which the closed session was conducted, and any actions taken during the closed session as reported in open session.

## INDEX

POLICY NUMBER	POLICY TITLE	DATE ADOPTED	DATE AMENDED	PREVIOUS AMENDMENTS
<b>3000</b>	BOARD OF DIRECTOR MEETINGS	APRIL 15, 1996	AUGUST 18, 2021	(1) APRIL 3, 2001; (2) DECEMBER 14, 2010;
<b>3010</b>	BOARD OF DIRECTORS MEETING AGENDA	MARCH 18, 1997	AUGUST 18, 2021	(1) JULY 20, 1999; (2) FEBRUARY 14, 2012
<b>3020</b>	PRESIDING OFFICER	MARCH 18, 1997	FEBRUARY 14, 2012	(1) FEBRUARY 2, 1999
<b>3030</b>	BOARD OF DIRECTORS MEETING CONDUCT	MARCH 18, 1997	AUGUST 18, 2021	(1) FEBRUARY 2, 1999; (2) FEBRUARY 14, 2012
<b>3060</b>	MINUTES OF BOARD OF DIRECTORS MEETINGS	MARCH 18, 1997	AUGUST 18, 2021	(1) FEBRUARY 2, 1999; (2) FEBRUARY 14, 2012