

## Board Agenda

### Regular Meeting

**Thursday, May 12, 2022**

Camrosa Board Room

5:00 P.M.

### TO BE HELD IN PERSON

The Board of Directors meeting will be held in person.

**There will be no virtual access.**

The public and guests are welcome to attend at the District office:

7385 Santa Rosa Road

Camarillo, CA 93012

### Call to Order

### Public Comments

At this time, the public may address the Board on any item not appearing on the agenda which is subject to the jurisdiction of the Board. Persons wishing to address the Board should fill out a white comment card and submit it to the Board Chairman prior to the meeting. All comments are subject to a 5-minute time limit.

Matters appearing on the Consent Agenda are expected to be non-controversial and will be acted upon by the Board at one time, without discussion, unless a member of Board or the Staff requests an opportunity to address any given item. Items removed from the Consent Agenda will be discussed at the beginning of the Primary Items. Approval by the Board of Consent Items means that the recommendation of the Staff is approved along with the terms and conditions described in the Board Memorandum.

### Consent Agenda

1. **Approve Minutes of the Regular Meeting of April 21, 2022**
2. **\*\*Approve Vendor Payments**

**Objective:** Approve the payments as presented by Staff.

**Action Required:** Approve accounts payable in the amount of \$708,646.85.

## Primary Agenda

### 3. **\*\*Strategic Plan**

**Objective:** Develop the 2022 Strategic Plan.

**Action Required:** Authorize the General Manager to enter into an agreement with and issue a purchase order to Woodard & Curran in an amount not to exceed \$74,645.00 to update the District's strategic plan.

### 4. **\*\*Drought Update**

**Objective:** Brief the Board on the latest regulations from the state and imported water suppliers.

**Action Required:** No action necessary; for information only.

### 5. **Leak Repair**

**Objective:** Brief the Board and ratify the action regarding leak repair on Santa Rosa Road.

**Action Required:** Ratify the payments to Sam Hill & Sons, Inc. in the amount of \$51,042.29 and Landmark Grading & Paving in the amount of \$38,716.82 for the required leak repair.

### 6. **\*\*CalPERS Contributions and Employee Handbook Update**

**Objective:** Update the District's Employee Handbook.

**Action Required:** No action necessary; for information only.

### 7. **\*\*Fiscal Year 2022-23 Draft Budget - Update**

**Objective:** Receive a briefing from staff on updates to the draft Fiscal Year (FY) 2022-23 Operating Budget.

**Action Required:** No action necessary; for information only.

### 8. **Sequential Chlorination CIP**

**Objective:** Establish a capital improvement project (CIP) for Sequential Chlorination.

**Action Required:**

- 1) Appropriate \$400,000.00 from the wastewater capital improvement fund to establish a new Sequential Chlorination CIP.
- 2) Authorize the General Manager to issue a purchase order in an amount not to exceed \$145,000.00 to Hach Co. for necessary analyzers associated with the Sequential Chlorination project.
- 3) Authorize the General Manager to issue a purchase order in an amount not to exceed \$90,000.00 to YSI, Inc. for necessary analyzers associated with the Sequential Chlorination project.

**9. \*\*Board Meeting and Agenda Management**

**Objective:** Subscribe to a Board meeting/agenda management platform.

**Action Required:** Authorize the General Manager to enter into a three-year agreement with Granicus, in the amount of \$13,524.23, to subscribe to their meeting and agenda management platform.

**CLOSED SESSION:** The Board may enter into a closed session to confidentially discuss litigation matters as authorized by Government code 54956.9.

**10. Closed Session Conference with Legal Counsel – Litigation Matters**

**Objective:** Confer with and receive advice from counsel regarding litigation matters.

**Action Required:** No action necessary; for information only.

**Comments by General Manager; Comments by Directors; Adjournment**

PLEASE NOTE: The Board of Directors may hold a closed session to discuss personnel matters or litigation, pursuant to the attorney/client privilege, as authorized by Government Codes. Any of the items that involve pending litigation may require discussion in closed session on the recommendation of the Board's Legal Counsel.

Note: \*\* indicates agenda items for which a staff report has been prepared or backup information has been provided to the Board. The full agenda packet is available for review on our website at: [www.camrosa.com/board-agendas/](http://www.camrosa.com/board-agendas/)

**May 12, 2022**

Board of  
Directors  
Agenda Packet



## Board Minutes

### Regular Meeting

Thursday, April 21, 2022

4:30 P.M.

**Call to Order** The meeting was convened at 4:30 P.M.

**Present:** Eugene F. West, President  
Terry L. Foreman, Vice-President  
Al E. Fox, Director  
Jeffrey C. Brown, Director  
Timothy H. Hoag, Director

**Staff:** Tony Stafford, General Manager  
Ian Prichard, Assistant General Manager  
Tamara Sexton, Finance Manager  
Josi Zabarsky, Customer Service Manager  
Kevin Wahl, Superintendent  
Seth Shapiro, Legal Counsel

**Guest:** Ron Ventura, County of Ventura Resource Management Agency

### **Public Comments**

None

**CLOSED SESSION:** The Board entered into a closed session at 4:31 P.M. to confidentially discuss pending litigation matters as authorized by Government code 54956.9.

#### **1. Closed Session Conference with Legal Counsel – Pending Litigation**

The Board conferred with and received advice from counsel regarding pending litigation.

**No action was taken in closed session.**

**The Board returned to open session at 5:25 P.M.**

### **Consent Agenda**

#### **2. Approve Minutes of the Special Meeting of April 5, 2022**

**Motion:** Brown **Second:** Fox  
**Motion carried unanimously.**

#### **3. Approve Minutes of the Regular Meeting of April 7, 2022**

The Board approved the Minutes of the Regular Meeting of April 7, 2022.

**Motion:** Brown **Second:** Fox  
**Motion carried unanimously.**

**4. Approve Vendor Payments**

A summary of accounts payable in the amount of \$2,245,397.77 was provided for Board information and approval. The Board approved the payments to vendors as presented by staff in the amount of \$2,245,397.77.

**Motion:** Brown **Second:** Fox

**Motion carried unanimously.**

**Primary Agenda**

**5. Backflow Prevention Devices**

The Board received a briefing on backflow prevention devices.

No action necessary; for information only.

**6. Local Production Update**

The Board received a briefing on local water production through the second quarter.

No action necessary; for information only.

**7. Fiscal Year 2021-22 Third Quarter Budget Status Report**

The Board received a report from staff regarding the Fiscal Year (FY) 2021-22 third-quarter budget report and reserves.

No action necessary; for information only.

**8. Fiscal Year 2022-23 Draft Budget**

The Board received a briefing from staff on the proposed Fiscal Year (FY) 2022-23 Operating and Capital Budget. A draft budget update is scheduled for the May 26, 2022 board meeting.

No action necessary; for information only.

**9. Water Shortage Contingency Stages**

The Board received a briefing on the District's Water Shortage Contingency Stages. Staff will return to the Board once Metropolitan Water District and Calleguas Municipal Water District have determined their water shortage contingency requirements.

No action necessary; for information only.

**CLOSED SESSION:** The Board cancelled the closed session to confidentially discuss personnel matters as authorized by Government code 54957.

**10. Closed Session Conference with Legal Counsel – Personnel Matters**

**Cancelled**

**Comments by General Manager**

- None

**Comments by Directors**

- None

## Adjournment

There being no further business, the meeting was adjourned at 6:56 P.M.

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Tony L. Stafford, Secretary/Manager  
Board of Directors  
**Camrosa Water District**

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(ATTEST)  
Eugene F. West, President  
Board of Directors  
**Camrosa Water District**

## Board Memorandum

May 12, 2022

**To:** General Manager

**From:** Sandra Llamas, Sr. Accountant

**Subject:** Approve Vendor Payments

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**Objective:** Approve the payments as presented by Staff.

**Action Required:** Approve accounts payable in the amount of \$708,646.85.

**Discussion:** A summary of accounts payable is provided for Board information and approval.

Payroll PR 4-2 & ME, 2022	\$ 92,879.75
Accounts Payable 04/14/2022-05/04/2022	\$ <u>615,767.10</u>
Total Disbursements	\$ <u>708,646.85</u>

### DISBURSEMENT APPROVAL

BOARD MEMBER	DATE
BOARD MEMBER	DATE
BOARD MEMBER	DATE

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Tony L. Stafford, General Manager

## Camrosa Water District

Accounts Payable Period:

04/14/2022-05/04/2022

Expense	Account Description	Amount
11100	Accounts Rec-Other	
15773	Deferred Outflows-UAL Prep.	
11700	Meter Inventory	
11900	Prepaid Insurance	
11905	Prepaid Maintenance Ag	17601.57
13000	Land	
13400	Construction in Progress	177511.06
20053	Current LTD Bond 2016	
20052	Current LTD Bond 2012	
20400	Contractor's Retention	
20250	Non-Potable Water Purchases	
23001	Refunds Payable	1783.11
50110	Payroll FLSA Overtime-Retro	
50010	Water Purchases & SMP	
50020	Pumping Power	143008.71
50100	Federal Tax 941 1 <sup>st</sup> QTR	
50140	Unemployment	
50153	Social Security Tax	
50200	Utilities	1569.59
50210	Communications	2870.53
50220	Outside Contracts	108993.62
50230	Professional Services	
50240	Pipeline Repairs	53813.37
50250	Small Tool & Equipment	
50260	Materials & Supplies	40245.10
50270	Repair Parts & Equip Maint	68170.69
50280	Legal Services	
50290	Dues & Subscriptions	185.00
50300	Conference & Travel	
50310	Safety & Training	
50330	Board Expenses	
50340	Bad Debt	
50350	Fees & Charges	14.75
50360	Insurance Expense	
50500	Misc Expense	
50600	Fixed Assets	
50700	Interest Expense	
TOTAL		<b>\$615,767.10</b>

Camrosa Water District, CA

# Expense Approval Report

By Vendor Name

Payable Dates 4/14/2022 - 5/4/2022 Post Dates 4/14/2022 - 5/4/2022

Payment Number	Post Date	Vendor Name	Payable Number	Description (Item)	Account Name	Purchase Order Number	Amount
<b>Vendor: *CAM* - DEPOSIT ONLY-CAMROSA WTR</b>							
3328	04/18/2022	DEPOSIT ONLY-CAMROSA WTR	4-21-22-PR	Transfer to Disbursements Account	Transfer to disbursements-holding account		155000
3329	04/18/2022	DEPOSIT ONLY-CAMROSA WTR	4-21-22-AP	Transfer to Disbursements Account	Transfer to disbursements-holding account		1635000
<b>Vendor *CAM* - DEPOSIT ONLY-CAMROSA WTR Total:</b>							<b>1790000</b>
57911	05/04/2022	ALEXANDER'S CONTRACT SERVICES, INC	104051	Meter Reading	Outsd contracts		1487.42
<b>Vendor: ALL11 - ALL PEST AND REPAIR, INC.</b>							
57912	04/29/2022	ALL PEST AND REPAIR, INC.	0025442	Pest Control - VTA1-1900	Outsd contracts		600
57912	04/29/2022	ALL PEST AND REPAIR, INC.	0025475	Pest Control - VTA1-7385	Outsd contracts		420
<b>Vendor ALL11 - ALL PEST AND REPAIR, INC. Total:</b>							<b>1020</b>
57913	05/03/2022	ALLCONNECTED INC	43069	AllConnected - Managed IT/OT Services	Outsd contracts	FY22-0219	1936.8
57914	05/03/2022	AMERICAN PUBLIC WORKS CONSULTING ENGINEERS, LLC	2022-9	PV Well No. 2 Project Management Services	Construction in progress	FY22-0011	4960
57915	05/04/2022	AQUA-METRIC SALES CO	INV0087808	NP Meters	Repair Parts & Equipment Maintenance	FY22-0285	41033.06
57916	04/29/2022	BASELINE ENTERPRISES	19559	Outside Contracts - Fuel Tank Inspection	Outsd contracts		981.75
57917	04/29/2022	BRENNTAG PACIFIC, INC.	BPI236982	Materials & Supplies - Chemicals RMWTP	Materials & Supplies-RMWTP		4098.53
991	04/29/2022	CALIFORNIA DEPARTMENT OF TAX ADMINISTRATION	1st Qtr-2022	Use Tax 1st Qtr 2022	Materials & supplies		26
<b>Vendor: CAN03 - Cannon Corporation</b>							
57918	05/03/2022	Cannon Corporation	79652	Construction Services	Construction in progress	FY20-0256-R2	1183.5
57918	05/03/2022	Cannon Corporation	80059	Engineering Support Services during construction	Construction in progress	FY21-0035-R1	112.25
57918	05/03/2022	Cannon Corporation	80140	Contract Inspection Services	Outsd contracts	FY22-0081	725
57918	05/03/2022	Cannon Corporation	80141	Construction Services	Construction in progress	FY20-0256-R2	870
57918	05/03/2022	Cannon Corporation	80142	Out of Scope	Construction in progress	FY20-0130-R4	841.5
57918	05/03/2022	Cannon Corporation	80143	Contract Inspection Services	Outsd contracts	FY22-0081	408
57918	05/03/2022	Cannon Corporation	80144	Contract Inspection Services	Outsd contracts	FY22-0081	5485.5
57918	05/03/2022	Cannon Corporation	80145	Engineering Support Services during construction	Construction in progress	FY21-0035-R1	2755
<b>Vendor CAN03 - Cannon Corporation Total:</b>							<b>12380.75</b>
57919	04/26/2022	CARMELO TRINGALI	00003712	Deposit Refund Act 3712 - 1307 Calle Bonita	Refunds payable		78.53
57920	05/03/2022	CHROMALOX INC	1849735	CIP Tank Heater - RMWTP	Repair Parts & Equipment-RMWTP	FY22-0221	10351.09
57921	05/03/2022	COMMUNICATION ENTERPRISES, INC.	163202	1B Radio Hut Transfer Radio Equipment	Construction in progress	FY22-0320	11187.93
57922	04/29/2022	CORELOGIC INFORMATION SOLUTIONS, INC	30600088	Ventura Cty Assessors Parcel Info	Outsd contracts		154.5
57923	05/03/2022	CULLIGAN OF VENTURA COUNTY	May2022	Water Softener - Penny Well	Outsd contracts		72.5
57924	05/03/2022	DANIELS TIRE SERVICE, INC	250118916	F550 Tires	Repair parts & equipment	FY22-0313	1662.79
57925	04/26/2022	DIANE BAKER	00000667	Deposit Refund Act 667- 6309 Gitana Ave	Refunds payable		44.14
57926	04/26/2022	DORIS CHEN	00002515	Deposit Refund Act 2515- 6191 Arabian Pl	Refunds payable		65.01
57927	04/29/2022	E.J. HARRISON & SONS INC	33436	Trash Removal - CWRF	Outsd contracts		494.59
<b>Vendor: ENH01 - Enhanced Landscape Development, Inc</b>							
57928	05/03/2022	Enhanced Landscape Development, Inc	83332	Landscaping	Outsd contracts		1627
57928	05/03/2022	Enhanced Landscape Development, Inc	83636	Landscaping - Irrigation Repair	Outsd contracts		145
<b>Vendor ENH01 - Enhanced Landscape Development, Inc Total:</b>							<b>1772</b>
992	05/03/2022	ENTERPRISE FLEET SERV INC	FBN4442476	Vehicle Lease for April	Outsd contracts		6917.01
57929	04/25/2022	ENVIRONMENTAL RESOURCE ASSOCIATES	005733	Performance Evaluation Sample	Materials & supplies		220.26

**Vendor: FAM01 - FAMCON PIPE & SUPPLY, INC**

57930	05/03/2022	FAMCON PIPE & SUPPLY, INC	S100076881-001	Valve for Penny Well	Repair parts & equipment	FY22-0314	3037.32
57930	05/03/2022	FAMCON PIPE & SUPPLY, INC	S100077123-001	1.5 Leak Repair WO#15937415 Village 7	Pipeline repairs		579.15
57930	05/03/2022	FAMCON PIPE & SUPPLY, INC	S100077127-001	Leak Repair - Parts	Pipeline repairs	FY22-0315	1544.4
57930	05/03/2022	FAMCON PIPE & SUPPLY, INC	S100077305-001	Valve Boxes - Valve Replacement CIP	Materials & supplies	FY22-0316	1480.05
57930	05/03/2022	FAMCON PIPE & SUPPLY, INC	S100077458-001	Piping Penny Well	Repair parts & equipment	FY22-0317	1091.81
<b>Vendor FAM01 - FAMCON PIPE &amp; SUPPLY, INC Total:</b>							<b>7732.73</b>

57931	05/03/2022	Frontier Communications	April 2022	VOIP - Land Lines	Communications		419.59
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**Vendor: FRU01 - FRUIT GROWERS LAB. INC.**

57932	04/29/2022	FRUIT GROWERS LAB. INC.	203786A	Outside Lab Work for CWRF	Outsd contracts		150
57932	04/26/2022	FRUIT GROWERS LAB. INC.	204542A	Outside Lab Work for RMWTP	Outside Contracts		40
57932	04/26/2022	FRUIT GROWERS LAB. INC.	204544A	Outside Lab Work	Outsd contracts		40
57932	05/03/2022	FRUIT GROWERS LAB. INC.	205132A	Lab Water QC	Outsd contracts		171
57932	04/26/2022	FRUIT GROWERS LAB. INC.	205133A	Outside Lab Work for RMWTP	Outside Contracts		40
57932	04/26/2022	FRUIT GROWERS LAB. INC.	205134A	Outside Lab Work	Outsd contracts		40
57932	04/29/2022	FRUIT GROWERS LAB. INC.	205392A	Outside Lab Work for RMWTP	Outside Contracts		80
57932	04/29/2022	FRUIT GROWERS LAB. INC.	205394A	Outside Lab Work	Outsd contracts		60
57932	05/03/2022	FRUIT GROWERS LAB. INC.	206101A	Outside Labwork for RMWTP	Outside Contracts		40
<b>Vendor FRU01 - FRUIT GROWERS LAB. INC. Total:</b>							<b>661</b>

**Vendor: GEN06 - GENERAL PUMP COMPANY, INC**

57933	05/03/2022	GENERAL PUMP COMPANY, INC	29333	Rehabilitate Conejo Wells #2 #3 #4 and SR #8	Construction in progress	FY22-0163	43040
57933	05/03/2022	GENERAL PUMP COMPANY, INC	29335	Rehabilitate Conejo Wells #2 #3 #4 and SR #8	Construction in progress	FY22-0163	63250
57933	05/03/2022	GENERAL PUMP COMPANY, INC	29336	Rehabilitate Conejo Wells #2 #3 #4 and SR #8	Construction in progress	FY22-0163	43040
<b>Vendor GEN06 - GENERAL PUMP COMPANY, INC Total:</b>							<b>149330</b>
57934	05/03/2022	Golden State Labor Compliance	05-2022-06	PV Well No. 2 Labor Compliance Services	Construction in progress	FY22-0012	2313

**Vendor: HAC01 - HACH COMPANY**

57935	04/29/2022	HACH COMPANY	12988979	Materials & Supplies - Reagents CL17	Materials & Supplies-RMWTP		921.56
57935	04/29/2022	HACH COMPANY	12996624	Materials & Supplies - Reagents 6000	Materials & Supplies-RMWTP		659.46
<b>Vendor HAC01 - HACH COMPANY Total:</b>							<b>1581.02</b>
987	05/03/2022	HealthEquity	fdvvyq5	Consumer Driven Plan Admon Fees	Fees & charges		14.75
57936	05/04/2022	IDEXX LABORATORIES, INC	3105770225	Laboratory Supplies	Materials & supplies		2066.22
57937	04/29/2022	INFOSEND, INC.	211007	Printing & Mailing March 2022 Statements	Outsd contracts		4900.68
57938	05/03/2022	Janitek Cleaning Solutions-Allstate Cleaning, Inc.	44526A	Janitorial Cleaning Service	Outsd contracts		1772
57910	04/26/2022	JOHN BELTRAN	00001791-B	Deposit Refund Act 1791 - 359 Manzanita St	Refunds payable		109.2
57939	04/26/2022	JULIE GRENON	00006882	Overpayment Refund Act 6882- 1274 La Culebra Cir	Refunds payable		1000
57940	05/03/2022	LANDMARK GRADING & PAVING, INC	2022-03378	24" Main Line Break Santa Rosa - Road Repair	Pipeline repairs	FY22-0311	38716.82
57941	04/29/2022	LINDE GAS & EQUIPMENT INC	70196470	Acetylene Gas Cylinders	Materials & supplies		65.8
57942	04/26/2022	LU ZHAO	00001571	Deposit Refund Act 1571 - 721 Hunt Cir	Refunds payable		20.9
57943	04/26/2022	MAXHOSSEIN MALAYERI	00006484-2	Closed Account Overpayment Refund -7034 Paseo Enca	Refunds payable		15.1

**Vendor: MCM01 - McMASTER-CARR SUPPLY CO**

57944	05/03/2022	McMASTER-CARR SUPPLY CO	76829768	MS 5&7 Rehab Fittings for Transfers	Construction in progress		997.99
57944	05/03/2022	McMASTER-CARR SUPPLY CO	76834202	Materials & Supplies , Uni-Strut Hardware	Repair parts & equipment		972.74
57944	05/03/2022	McMASTER-CARR SUPPLY CO	76840138	MS 5 & 7 Rehab Fittings for Transducers	Construction in progress		993.63
<b>Vendor MCM01 - McMASTER-CARR SUPPLY CO Total:</b>							<b>2964.36</b>
57945	04/29/2022	MCR TECHNOLOGIES, INC.	40654	Production Mag Meter Cals	Outsd contracts	FY22-0212	6431.04

**Vendor: NOR07 - NORTHSTAR CHEMICAL**

57946	04/25/2022	NORTHSTAR CHEMICAL	217466	Materials Chemicals - CWRF	Materials & supplies		250
57946	04/29/2022	NORTHSTAR CHEMICAL	222003	Materials Chemicals	Materials & supplies		1004.58
57946	04/29/2022	NORTHSTAR CHEMICAL	222004	Materials Chemicals RMWTP	Materials & Supplies-RMWTP		2462.07
57946	05/03/2022	NORTHSTAR CHEMICAL	222443	Materials Chemicals CWRF - Tank Rental Pick up	Materials & supplies		500
<b>Vendor NOR07 - NORTHSTAR CHEMICAL Total:</b>							<b>4216.65</b>
57947	04/29/2022	PAPE MATERIAL HANDLING, INC	6441504	Vehicle Maintenance- Forklift	Repair parts & equipment		182.17
57948	04/26/2022	PATRICIA HSIEH	00004061	Deposit Refund Act 4061 - 5173 Hillridge Dr	Refunds payable		89.58

57949	04/29/2022	PURETEC INDUSTRIAL WATER	1970911	Chemicals RMWTP	Materials & Supplies-RMWTP		21431.61
57950	05/03/2022	QUINN COMPANY	WON10017599	Generator Maintenance 52	Repair parts & equipment	FY22-0319	1873.62
<b>Vendor: ROY03 - ROYAL INDUSTRIAL SOLUTIONS</b>							
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1019027	Repair Parts - TR Well	Repair parts & equipment		972.5
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1019137	Repair Parts - TR Well	Repair parts & equipment		155.51
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1019182	Repair Parts - TR Well	Repair parts & equipment		423.15
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1019242	Repair Parts - TR Well	Repair parts & equipment		203.76
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1019271	Repair Parts - PS 2TO3	Repair parts & equipment		826.21
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1019307	Repair Parts - CRWF Effluent VFDs	Repair parts & equipment		250.95
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1019308	Repair Parts - CWRf Effluent VFDs	Repair parts & equipment		250.95
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1019309	Repair Parts - CWRf Effluent VFDs	Repair parts & equipment		250.95
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1019875	Repair Parts - TR Well	Repair parts & equipment		490.09
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1019987	Reservoir 1B Comm Facility Conduit	Construction in progress		179.05
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1020063	Reservoir 1B Comm Facility Conduit	Construction in progress		258.8
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1020133	Reservoir 1B Comm Facility	Construction in progress		526.7
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1020175	Reservoir 1B Comm Facility Wire	Construction in progress		401.71
57951	05/03/2022	ROYAL INDUSTRIAL SOLUTIONS	9009-1020309	Rockwell Techconnect Support	Outsd contracts	FY22-0283	12597
<b>Vendor ROY03 - ROYAL INDUSTRIAL SOLUTIONS Total:</b>							<b>17787.33</b>
57952	04/29/2022	RT LAWRENCE CORPORATION	47119	Processing March 2022 Payments-Lockbox Services	Outsd contracts		881.88
57953	05/04/2022	Santa Paula Materials, Inc.	19356	Materials & Supplies	Materials & supplies		997.3
<b>Vendor: SCF01 - SC Fuels</b>							
57954	04/25/2022	SC Fuels	2106345IN	Material & Supplies - Fuel	Materials & supplies		2114.08
57954	04/29/2022	SC Fuels	2116564IN	Material & Supplies - Fuel	Materials & supplies		1611.32
<b>Vendor SCF01 - SC Fuels Total:</b>							<b>3725.4</b>
57955	04/26/2022	SETH ROBINSON	00005958	Deposit Refund Act 5958 - 11371 Glenside Ln	Refunds payable		258.23
57956	05/04/2022	S-MT SALES, INC.	16020	Meter Station 5&7 Rehab Vault Lids	Construction in progress		600
<b>Vendor: SCE01 - SOUTHERN CALIF. EDISON</b>							
990	05/04/2022	SOUTHERN CALIF. EDISON	April2022-B	Monthly Usage Charges April 2022	Pumping power Potable		37465.09
990	05/04/2022	SOUTHERN CALIF. EDISON	April2022-B	Monthly Usage Charges April 2022	Pumping Power-RMWTP		20900.91
990	05/04/2022	SOUTHERN CALIF. EDISON	April2022-B	Monthly Usage Charges April 2022	Pumping power Non-Potable		84642.71
990	05/04/2022	SOUTHERN CALIF. EDISON	April2022-B	Monthly Usage Charges April 2022	Utilities		1569.59
<b>Vendor SCE01 - SOUTHERN CALIF. EDISON Total:</b>							<b>144578.3</b>
57957	04/29/2022	SPARKLETTs	4667386-041722	Distilled Bottled Water	Outsd contracts		74.4
<b>Vendor: STA05 - STATE WATER RESOURCES CONTROL BOARD</b>							
57958	04/25/2022	STATE WATER RESOURCES CONTROL BOARD	D2Cert-BrainBoring	Grade 2 Distribution Certificate-Brian Boring	Dues & subscrip		80
57959	05/04/2022	STATE WATER RESOURCES CONTROL BOARD	T2 Exam-Brian B	Grade 2 Treatment Exam App Brian Boring	Dues & subscrip		45
57960	05/04/2022	STATE WATER RESOURCES CONTROL BOARD	T2 Cert-ChadS	Grade 2 Treatment Renew-Chad Steinlicht	Dues & subscrip		60
<b>Vendor STA05 - STATE WATER RESOURCES CONTROL BOARD Total:</b>							<b>185</b>
57961	05/04/2022	SYED H ABBAS	00007382	Deposit Refund Act 7382 - 4576 Calle Argolla	Refunds payable		61.26
<b>Vendor: TRA02 - TRAVIS AGRICULTURAL, INC</b>							
57962	05/04/2022	TRAVIS AGRICULTURAL, INC	22387-f	24" Main Line Break Santa Rosa - Landscape Repair	Pipeline repairs	FY22-0312	12973
57962	05/04/2022	TRAVIS AGRICULTURAL, INC	22391-F	Concrete Pads for MS 5&7	Outsd contracts	FY22-0318	6863.79
<b>Vendor TRA02 - TRAVIS AGRICULTURAL, INC Total:</b>							<b>19836.79</b>
57963	04/25/2022	TYLER TECHNOLOGIES, INC.	025-376681	Incode Annual Maintenance	Prepaid maint agreements		17601.57
57964	05/04/2022	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA, INC	42020206	Dig Alert Tickets Motnhly	Outsd contracts		275.65
<b>Vendor: UNI08 - UNIFIRST CORPORATION</b>							



Vendor: USA01 - USA BLUE BOOK

57967	05/04/2022	USA BLUE BOOK	951813	Meter Parts	Repair Parts & Equipment Maintenance-1	467.9
57967	05/04/2022	USA BLUE BOOK	951934	Meter Parts	Repair Parts & Equipment Maintenance-1	160.61
Vendor USA01 - USA BLUE BOOK Total:						628.51
57968	04/29/2022	VENTURA REGIONAL SANITATION DISTRICT, INC	33122	VRSD Sewer Cleaning	Outsd contracts	FY22-0033 3722.75
57969	05/04/2022	VERIZON BUSINESS, INC	9904751498	Cell Phones	Communications	2450.94
57970	05/04/2022	W W GRAINGER, INC.	9297260078	Material & Supplies	Materials & supplies	336.26
57971	05/04/2022	WALTON MOTORS & CONTROLS, INC	43367	Motor Repair SL2A	Repair parts & equipment	FY22-0230 3513.51
57972	04/29/2022	WBI INC	C-22-1	Sludge Pressing	Outsd contracts	FY22-0289 48000
57973	04/26/2022	WILLIAM SCHAUER	00006437	Deposit Refund Act 6437 - 6253 Paseo Encantada	Refunds payable	41.16

TOTAL VENDOR PAYMENTS

\$615,767.10

985	05/02/2022	ACWA/JPIA	4-22 PR ME	Health, Dental & Vision Premiums	Benefits Premium	47637.81
DFT0003933	04/21/2022	CAL PERS 457 PLAN	INV0011460	Deferred Compensation	Deferred comp - ee paid	3604.46
DFT0003929	04/21/2022	COLONIAL SUPPLEMENTAL INS	INV0011456	Colonial Benefits	Colonial benefits	279.22

Vendor: EDD01 - EMPLOYMENT DEVELOP. DEPT.

DFT0003949	04/21/2022	EMPLOYMENT DEVELOP. DEPT.	INV0011485	Payroll-SIT	P/R-sit	3852.68
DFT0003956	04/28/2022	EMPLOYMENT DEVELOP. DEPT.	INV0011495	Payroll-SIT	P/R-sit	13.65
Vendor EDD01 - EMPLOYMENT DEVELOP. DEPT. Total:						3866.33

Vendor: HEA02 - HealthEquity

DFT0003936	04/21/2022	HealthEquity	INV0011465	HSA-Employee Contribution	HSA Contributions Payable	438.46
DFT0003937	04/21/2022	HealthEquity	INV0011466	HSA Contributions	HSA Contributions Payable	200
Vendor HEA02 - HealthEquity Total:						638.46

983	04/21/2022	LINCOLN FINANCIAL GROUP	INV0011461	Deferred Compensation	Deferred comp - ee paid	2058
984	04/21/2022	LINCOLN FINANCIAL GROUP	INV0011479	Profit Share Contribution	Profit share contributions	2618.42

DFT0003934	04/21/2022	PUBLIC EMPLOYEES	INV0011463	PERS-Classic Employee Portion	P/R-state ret.	16678.71
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DFT0003938	04/21/2022	SYMETRA LIFE INS CO.	INV0011467	Life Insurance	Life ins.	270.25
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57909	04/21/2022	UNITED WAY OF VENTURA CO.	INV0011455	Charity-United Way	P/R-charity	20
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986	05/02/2022	UNUM LIFE INSURANCE	CM0000363	Long Term & Short Term Disability	Ltd & Std premiums	1325.72
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Vendor: UNI10 - UNITED STATES TREASURY

DFT0003946	04/21/2022	UNITED STATES TREASURY	INV0011482	FIT	P/R-fit	10218.89
DFT0003953	04/28/2022	UNITED STATES TREASURY	INV0011492	FIT	P/R-fit	50.46
DFT0003954	04/28/2022	UNITED STATES TREASURY	INV0011493	Payroll-Social Security Tax	P/R - ee social security	122.08
DFT0003950	04/21/2022	UNITED STATES TREASURY	INV0011489	Payroll-Social Security Tax	P/R - ee social security	575.84
DFT0003948	04/21/2022	UNITED STATES TREASURY	INV0011484	Payroll- Medicare Tax	P/R - ee medicare	2886.56
DFT0003955	04/28/2022	UNITED STATES TREASURY	INV0011494	Payroll- Medicare Tax	P/R - ee medicare	28.54
Vendor UNI10 - UNITED STATES TREASURY Total:						13882.37

TOTAL PAYROLL VENDOR PAYMENTS

\$92,879.75

## Board Memorandum

May 12, 2022

**To:** Board of Directors

**From:** Tony L. Stafford, General Manager

**Subject:** Strategic Plan

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**Objective:** Develop the 2022 Strategic Plan.

**Action Required:** Authorize the General Manager to enter into an agreement with and issue a purchase order to Woodard & Curran in an amount not to exceed \$74,645.00 to update the District's strategic plan.

**Discussion:** At its April 5, 2022 special meeting, the Board reviewed the intent and continued applicability of the 2008 Strategic Plan and began to discuss how to structure its update to best meet the challenges and opportunities the District faces today. Representatives from the Woodard & Curran team were on hand to hear and participate in the discussion, which they used as the basis for the attached proposal to develop the 2022 Strategic Plan.

Workshops with the Board would commence the last week of May, with anticipated adoption of a 2022 Strategic Plan in August 2022.

**Camrosa Water District  
7385 Santa Rosa Rd.  
Camarillo, CA 93012  
Telephone (805) 482-4677 - FAX (805) 987-4797**

**Some of the important terms of this agreement are printed on pages 2 through 3. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 3 are incorporated in this document and will constitute a part of the agreement between the parties when signed.**

TO: Woodard & Curran  
888 South Figueroa #1700  
Los Angeles, CA 90017

DATE: May 12, 2022  
Agreement No.: 2022-133

The undersigned Consultant offers to furnish the following: for professional services supporting the development of the 2022 Camrosa Strategic Plan.

Contract price \$: Not to exceed \$75,645.00.

Contract Term: May 12, 2022 – June 30, 2023

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

Consultant: Woodard & Curran Inc.

By: \_\_\_\_\_  
Tony L. Stafford

By: \_\_\_\_\_  
Persephene St. Charles

Title: General Manager

Title: Senior Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Other authorized representative(s):

Other authorized representative(s):

\_\_\_\_\_

\_\_\_\_\_

Consultant agrees with Camrosa Water District (District) that:

- a. Indemnification: To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including **reasonable attorney's fees and costs, arising from** negligent acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District's sole negligence or willful acts.
- b. Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.
- c. Coverage: Coverage shall be at least as broad as the following:
  1. 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 two million dollars (\$2,000,000) per occurrence. 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 the District) or the general aggregate limit shall be twice the required occurrence limit.
  2. Automobile Liability - (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
  3. Workers' Compensation Insurance - 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.
  4. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
  5. Professional Liability - (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- d. If Claims Made Policies:
  1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant **must purchase "extended reporting"** coverage for a minimum of five (5) years after completion of contract work.

If the Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. The parties agree that neither party shall be responsible or liable to the other party for special, indirect or consequential damages and the total aggregate liability of each respective party under this Agreement for any and all claims against such party whatsoever arising out of this Agreement shall not exceed the total insurance proceeds **paid under such respective party's applicable insurance policies subject to the minimum limits specified in this Agreement.**

Other Required Provisions: The general liability policy must contain, or be endorsed to contain, the following provisions:

- a. Additional Insured Status: District, its directors, officers, employees, and authorized volunteers are to be given additional insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
- b. Primary Coverage: For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 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 Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. 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.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

Verification of Coverage: Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require certified redacted copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District prior to the expiration date.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Requirements:

- a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
- b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.
- c. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. Consultant's "other authorized representative(s)" has/have the authority to execute such written change for Consultant.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Consultant, specifying the effective date of termination.

Via Electronic Mail

May 5, 2022



Ian Prichard  
Assistant General Manager  
Camrosa Water District  
7385 Santa Rosa Road  
Camarillo, CA 93012

**Re: Proposal for Updating the Camrosa Water District Strategic Plan**

Dear Mr. Prichard,

Woodard & Curran is pleased to present our proposal to update the Camrosa Water District's (CWD or District) Strategic Plan. It is understood that this Strategic Plan update is the first phase of three-phase planning process. Our proposal includes the scope of work, schedule and fee for the Strategic Plan, with the assumption that the Master Plan phases will be contracted separately.

Woodard & Curran will be conducting this update in partnership with DeLoach & Associates, Inc. Our proposed planning process is designed to develop a programmatic set of strategic goals and objectives allowing the District to make sound policy, capital, operational and financial decisions. Continuous feedback and dialog with the Board of Directors (Board) and staff throughout the planning process will be critical to meeting the following approach goals:

- Clearly define a purpose consistent with the District's mission and vision, while identifying its strategic principals or values.
- Create a strategy for aligning activities and resources with the District's mission and vision as well as industry best practices.
- Design a robust planning and execution strategy in coordination with the master planning effort through the organizational structure enabling the District to take advantage of its human capital to turn vision into reality.
- Allow the District to convey its vision through enhanced communication and accountability to its customers, stakeholders, elected officials, and others.

We thank you for the opportunity to submit our proposal and look forward to working with you on this exciting project.

Sincerely,

A handwritten signature in blue ink, reading "Persephene St Charles".

Persephene St Charles  
Principal-in-Charge

A handwritten signature in blue ink, reading "Brian Van Lienden".

Brian Van Lienden  
Project Manager



## SCOPE OF WORK

### Task 1. Project Management and Controls

The consultant will set up and maintain project management and controls systems and meet internally on a weekly basis to review and assign consultant team actions. The consultant will also conduct up to eight (8), 30-minute project progress calls with District staff to indicate progress, get input needed and prepare for/debrief from Board Workshops.

The Consultant will develop and submit to the District monthly progress reports documenting at the task level, the following:

- summary of work completed over the most recent month
- list of proposed activities for the upcoming month
- list of pending data needs to support the planned activities for the upcoming month
- major decisions
- project schedule status

The schedule for the Strategic Plan update is assumed to be about twelve weeks during May – August 2022. If the schedule is extended, then this Task will need to be amended to accommodate additional project management and controls needs.

#### Task 1 Deliverables:

- Four (4) monthly progress reports

### Task 2: Strategic Plan Update

#### Subtask 2.1 – Workshops

The consultant will prepare for, facilitate and summarize a series of in-person, facilitated workshops with the Board of Directors (Board), designated staff and the consultant team. It is assumed that three (3) initial workshops will be conducted with two (2) final workshops to review and approve the 2022 Strategic Plan as follows:

- Workshop #1: Initial kick-off meeting, review of past planning efforts and influence modeling
- Workshop #2: Establish new strategic planning goals and initiate SWOT exercise based on new planning goals
- Workshop #3: Finalize SWOT exercise, conduct gap analysis and identify success factors
- Workshop #4: Present Draft Strategic Plan and gather input and comments
- Workshop #5: Present Final Strategic Plan

Workshops are assumed to be in-person and not to exceed three (3) hours. If any additional workshops are requested, Woodard & Curran can work with the District to amend this scope of work, schedule and fee.



### **Subtask 2.2 – Information Collection and Review**

This consultant will collect and review relevant documents including the 2008 Strategic Plan, budgets, organization charts and other planning documents to understand existing priorities and planning initiatives that will be important factors and context for developing the 2022 Strategic Plan. As part of this subtask, the consultant will conduct the following actions:

- Review the current mission and vision statement
- Identify guiding principles or values that represent the organizations desired culture
- Review goals, objectives and priorities identified in the 2008 Strategic Plan

### **Subtask 2.3 – Influence Modeling Exercise**

The consultant will prepare an influence modeling exercise to identify key influencers that drive the District's mission and objectives. The exercise will define customer and stakeholder expectations and identify entities, constituency groups or individuals that are influenced by the actions of the District and conversely those who exert influence on the District through their actions. The consultant will work with District staff to Identify agencies and constituent groups to be included in the Influence Modeling Exercise before Workshop # 1 (where the exercise will be conducted) and after to review actions that could be mitigated to achieve greater efficiency.

### **Subtask 2.4 – Strategic Planning Goals**

The consultant will solidify strategic planning goals to be included in the updated Strategic Plan that result from the facilitated discussion during Workshop #2. These planning goals may include but are not limited to:

- Water Supply
- Infrastructure
- Financial Management
- Public and Political Outreach
- Organizational Development

### **Subtask 2.5 – SWOT Exercise**

The consultant will develop a Strengths, Weaknesses, Opportunities and Threats (SWOT) exercise to identify critical strengths, weaknesses, opportunities and threats confronting the District as it attempts to meet the strategic planning goals, which will be used to guide development of the Strategic Plan update. The consultant will conduct the initial SWOT exercise as part of Workshop #2 and a final SWOT exercise in Workshop #3.

The consultant will develop and analyze the results of the of the SWOT exercise by specifically conducting the following activities:

- Incorporating the strategic planning goals developed in Subtask 2.4
- Utilizing SWOT exercise results to identify "gaps" in performance in relation to the District's current position
- Identifying success factors to measure future performance



- Preparing a summary report of findings from the SWOT exercise for review



### Subtask 2.6 – Strategic Plan Document

The consultant will prepare an updated draft Strategic Plan document that articulates the District’s updated strategic goals, objectives and strategies that were discussed and decided upon as a results of the previous subtasks. A presentation of the draft plan will be delivered to the Board of Directors and staff at Workshop #4. The consultant will collect and incorporate comments received from the Board and staff into a final 2022 Strategic Plan. The final Strategic Plan will be presented at Workshop #5.

#### Task 2 Deliverables

- Workshop agendas, meeting materials and summaries
- Influence modeling results
- SWOT exercise summary of findings
- Draft and Final Strategic Plan update

### Schedule

The following schedule is for the initial three-month Strategic Plan Update and will need to be updated if additional master planning tasks are added.

	May	June	July	August
2.1 Workshops				
2.2 Information Collection & Review				
2.3 Influence Modeling Exercise				
2.4 Strategic Planning Goals				
2.5 SWOT Exercise				
2.6 Strategic Plan Document				



Fee

Tasks	Labor						Outside Services		ODCs	Total	
	Persephene St. Charles	Brian Van Lienden	Planner/ Engineer	Katie Evans	Admin.	Total Hours	Total Labor Costs (1)	Robert DeLoach	Sub Consultant Total Cost (2)	Total ODCs (3)	Total Fee
	PIC	PM	Planning Support	Communic ations	Admin			SUB			
	\$330	\$295	\$180	\$315	\$120						
Task 1: Project Management and Controls											
Project Management and Controls	2	12	12		6	32	\$7,080		\$0	\$0	\$7,080
Subtotal Task 1:	2	12	12	0	6	32	\$7,080	\$0	\$0	\$0	\$7,080
Task 2: Strategic Plan Update											
2.1 Workshops (5)	18	45	20	6		89	\$24,705	\$10,000	\$11,000	\$1,100	\$36,805
2.2 Information Collection and Review		6				6	\$1,770	\$1,000	\$1,100	\$0	\$2,870
2.3 Influence Modeling Exercise	1	4		1		6	\$1,825	\$2,500	\$2,750	\$0	\$4,575
2.4 Strategic Planning Goals	1	4		1		6	\$1,825	\$1,000	\$1,100	\$0	\$2,925
2.5 SWOT Exercise	2	4		2		8	\$2,470	\$3,000	\$3,300	\$0	\$5,770
2.6 Strategic Plan Document	8	24	8	4		44	\$12,420	\$2,000	\$2,200	\$0	\$14,620
Subtotal Task 3:	30	87	28	14	0	159	\$45,015	\$19,500	\$21,450	\$1,100	\$67,565
TOTAL	32	99	40	14	6	191	\$52,095	\$19,500	\$21,450	\$1,100	\$74,645
1. The individual hourly rates include salary, overhead and profit.											
2. Subconsultants will be billed at actual cost plus 10%.											
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and											
4. W&C reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all											
5. Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in											

## Board Memorandum

May 12, 2022

**To:** Board of Directors

**From:** Tony L. Stafford, General Manager

**Subject:** Drought Update

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**Objective:** Brief the Board on the latest regulations from the state and imported water suppliers.

**Action Required:** No action necessary; for information only.

**Discussion:** On April 26, 2022, Metropolitan Water District (MWD) adopted a resolution (attached) declaring a water shortage emergency condition and implementing an Emergency Water Shortage Conservation Program in the State Water Project-dependent areas of its service area in accordance with California Water Code Section 350. This includes the Calleguas Municipal Water District (CMWD) service area. On April 27, CMWD also declared a Section 350 Water Shortage Emergency Condition for its service area, which includes Camrosa.

The CMWD Emergency Water Shortage Conservation Program provides two paths for purveyors to reduce the use of State Water Project water: restrict “non-essential” outdoor irrigation to one day a week or comply with monthly allocation limits.

To comply with the first pathway, Camrosa would have to adopt a resolution declaring a water supply shortage and restricting non-essential outdoor irrigation and submit that resolution to CMWD by May 31, 2022. As part of the shortage declaration, Camrosa would define what water uses would be considered “non-essential.” It is anticipated that Metropolitan and CMWD will expect the same definition of “non-essential” as the State Water Resources Control Board uses for “non-functional turf” in their proposed emergency regulation conservation provisions: grass that is “solely ornamental and not regularly used for human recreational purposes or for civic or community events.” That is, sports fields, parks, and other civic and community areas could be treated differently than other types of turf. Camrosa could fulfill the requirements of the first path at the May 26 meeting of the Board of Directors.

Failure to comply with the first path would automatically subject Camrosa to monthly allocations as described by the second path. The allocation would be based “human health and safety” water provided by the state Department of Water Resources, with excursions above that limit penalized \$2,000 per acre-foot.

Staff will present additional detail about the regulations for Board discussion.



- Board of Directors  
*Board of Directors*

4/26/2022 Board Meeting

7-1

## Subject

Conduct a public hearing and adopt a resolution to (1) declare a Water Shortage Emergency Condition; (2) adopt the framework of an Emergency Water Conservation Program and authorize the General Manager to finalize the Program consistent with the framework; and (3) express support for the Governor's Executive Order N-7-22; the General Manager has determined the proposed actions are exempt or otherwise not subject to CEQA

## Executive Summary

As a result of record drought and limited State Water Project (SWP) allocations, insufficient supply exists this year to meet normal Member Agency demand in the SWP Dependent Area. The SWP Dependent Area represents the current portion of Metropolitan's service area that can only receive the district's supplies from the SWP system. If Metropolitan mandates robust conservation measures in the SWP Dependent Area, the California Department of Water Resources (DWR) will provide additional supplies to meet human health and safety (HH&S) needs. Metropolitan staff has coordinated closely with the affected Member Agencies as the drought worsened, meeting with them more than 17 times since August 2021. Metropolitan has received extensive feedback on alternative approaches to increase supply or constrain demand.

As a result, staff proposes that the Board adopt the Resolution in **Attachment 1**, which authorizes the following actions to reduce demands and preserve supplies in the SWP Dependent Area:

1. Declare that a Water Shortage Emergency Condition exists in the SWP Dependent Area.
2. Adopt a framework for an Emergency Water Conservation Program to reduce non-essential water use and preserve available supply for the greatest public benefit in the SWP Dependent Area. The framework includes two paths for affected Member Agencies to reduce the use of Metropolitan's SWP supplies and achieve compliance with the program.
  - a. The first path allows a Member Agency to restrict outdoor irrigation to one day per week (or its equivalent) beginning June 1, 2022. However, the General Manager is authorized to modify this restriction to ban all non-essential outdoor irrigation or enforce volumetric limits should conditions warrant as the year develops. Member Agencies that document enforcement of these restrictions will be deemed compliant with the Emergency Water Conservation Program. Non-compliant Member Agencies will face volumetric penalties of \$2,000 per acre-foot on any water supplied by Metropolitan from the SWP system that exceeds certain monthly allocation limits.
  - b. The second path allows a Member Agency to comply with monthly allocation limits directly. As described more fully below, the specific limit for each agency is based on an allocated share of the HH&S water provided by DWR and certain additional SWP supplies delivered through the SWP system. Member Agencies that meet these limits will be deemed compliant with the Emergency Water Conservation Program; non-compliant Member Agencies will face the same volumetric penalties as under the first path.

Importantly, under this framework, penalties will only be applied to Metropolitan supplies delivered from the SWP system. As such, if an affected Member Agency fully shifts its demands to other local supplies or Metropolitan's Colorado River connections, it will not face penalties in a given month.

The General Manager would be authorized to finalize terms of the Emergency Water Conservation Program consistent with this framework and the Board's authorization, and in conformance with DWR's requirements to access SWP water for HH&S purposes. The General Manager would be required to finalize these terms within 30 days of Board adoption.

As a final element of the framework, the General Manager would be required to report regularly to the Board on the Emergency Water Conservation Program's effectiveness and to notify the Board and Member Agencies of any need to implement more stringent conservation requirements.

3. Express support for the Governor's Executive Order N-7-22 on March 28, 2022, set forth in **Attachment 2**, calling for all urban water suppliers to implement actions to reduce water use by 20-30 percent, depending on local conditions.

Staff will actively monitor and report on water usage by each Member Agency within the SWP Dependent Area. Regardless of the method of compliance chosen by each affected Member Agency, staff will report to the Board on water usage metrics in both volumes delivered and per capita for each agency.

The Board will consider these actions at a public hearing and Special Board Meeting on April 26, 2022. These actions would be taken pursuant to Water Code section 350 et seq., Water Code section 375 et seq., and other applicable authorities, and in accordance with Metropolitan's Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP), the Governor's Executive Orders related to the drought, and recent directives from DWR concerning the use of SWP supplies.

## Details

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### Need to Access Human Health and Safety Supply from the SWP

For decades, Metropolitan has worked to improve its conveyance and distribution system to ensure flexibility in delivering SWP and Colorado River water throughout much of its service area. **However, due to the depth and duration of the current drought, Metropolitan cannot meet normal demands in the SWP Dependent Area with existing resources.** Despite best efforts to maximize available resources and operational flexibility this year, and to provide the greatest public benefit, Metropolitan must seek additional HH&S water allocated from DWR.

Beginning in water year 2020 (October 2019 through September 2020), watersheds supplying the SWP received well-below-average precipitation. Despite substantial precipitation in October and December 2021, precipitation in Northern California from January through March 2022 fell to the driest levels on record. In addition, California's warming climate is shifting the historical relationships between temperature, precipitation, and runoff. In 2021, DWR's snowmelt runoff forecast overestimated actual runoff by 68 percent. In 2022, the runoff forecast has already dropped by 42 percent.

Deteriorating hydrologic conditions led DWR to reduce the SWP Table A allocation for 2022 from 15 to five percent of contract amounts on March 18, 2022. This follows a five percent SWP Table A allocation in 2021. Coming in the third year of drought, this extremely low Table A allocation cannot meet minimum HH&S needs in the SWP Dependent Area. Accordingly, DWR will exercise a never-before-invoked provision of the SWP contract (Article 18a) that allows SWP water to be allocated on some other basis than Table A to meet minimum demands for domestic supply, fire protection, or sanitation. To that end, in October 2021, Metropolitan submitted a letter to DWR requesting delivery of certain HH&S supplies to the SWP Dependent Area. DWR accepted, in modified form, Metropolitan's request for these deliveries on April 15, 2022.

DWR expects SWP contractors receiving these HH&S supplies to mandate substantial reductions in water use consistent with these emergency drought circumstances. Further, DWR requires any water taken in 2022 for HH&S purposes to be returned within five years, thus creating a water supply debt that effectively trims future Table A allocations and slows any storage recovery once the drought eases. DWR based these guidelines on curtailment regulations previously adopted by the California State Water Resources Control Board (SWRCB). These guidelines could be further modified.

It should be noted that the boundaries of the SWP Dependent Area have not been fixed and other Metropolitan supplies (such as previously stored SWP supplies from groundwater banking, carryover, flexible storage in Castaic Lake or Perris Lake, or north-of-Delta transfers) are also delivered through this system. Metropolitan's

drought-mitigation actions have shrunk the SWP Dependent Area in recent years with a new ability to supply the Mills Water Treatment Plant from Diamond Valley Lake (May 2021) and through new water management programs such as the Operational Shift Cost Offset Program (May 2021) and the Reverse Cyclic Storage Program (February 2022).

### **Need for Demand Management in the SWP Dependent Area**

In 2014, the Board adopted an updated Water Supply Allocation Plan (WSAP) for use when regional shortages exist. The WSAP established baseline usage for each Member Agency, regional shortage levels, and a surcharge for a Member Agency's aggregate water use above a predetermined allotment. The WSAP included provisions, based on the *Water Conservation Act of 2009* (Senate Bill X7-7), setting a minimum water use threshold of 100 gallons per capita per day (gpcd) for total water use.

However, the WSAP was designed and intended only for use during regionwide water shortages and requires a more extended period to implement. Staff has determined that the current WSAP cannot effectively or efficiently alleviate the circumstances of the current emergency in the SWP Dependent Area. Rather than reconstructing the WSAP for this rapidly developing emergency condition, a more expedient manner to preserve existing water supplies in the SWP Dependent Area is to reduce or eliminate non-essential uses in the directly affected areas. These non-essential uses of potable water (e.g., water for outdoor landscapes, filling swimming pools or fountains, or washing cars) could be curtailed through either price or non-price mechanisms.

To that end, on November 9, 2021, Metropolitan's Board adopted a resolution recognizing the statewide drought emergency, declaring specified emergency conditions to exist within portions of its service area, and calling on Member Agencies to take various actions to preserve Metropolitan's supply from the SWP. Among other things, Member Agencies were urged to make all reasonably practicable changes in their operations and to implement mandatory conservation and efficiency measures to reduce the use of SWP supplies. That resolution further stated, "*should drought conditions persist or worsen in the coming months, Metropolitan's Board of Directors will consider declaring a water shortage emergency condition and imposing appropriate regulations, restrictions, and penalties pursuant to California Water Code section 350 et seq., so as to conserve Metropolitan's water supplies for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection.*" Unfortunately, current hydrologic conditions require this emergency action.

### **Framework for the Emergency Water Conservation Program**

The Emergency Water Conservation Program is intended to adaptively preserve supplies by reducing non-essential uses of water delivered through the SWP system<sup>1</sup>. Based on continued feedback from the Member Agencies, the framework outlined in the April 12, 2022, Board Information Letter 9-2 was modified to incorporate another more flexible alternative for agencies to achieve compliance based on monthly volumetric limits of SWP water available to Metropolitan.

The Emergency Water Conservation Program now includes two paths for affected Member Agencies to reduce use of Metropolitan's supplies delivered from the SWP system. A penalty of \$2,000 per acre-foot for all usage above certain limits would be enforced on Member Agencies for non-compliance. Penalties would be enforced monthly beginning in June.

### ***Compliance with Outdoor Use Limits***

Under the first compliance path, a Member Agency must adopt restrictions (via an ordinance or other appropriate means) that limit outdoor watering to one day per week (or its equivalent). Metropolitan will not specify the day of the week or any method of even/odd house numbering rotation to moderate distribution system impacts. Metropolitan will, however, require that Member Agencies limit watering times to prevent substitution of water use from newly banned days to permitted days. In addition, the Member Agency must adopt a mechanism for

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<sup>1</sup> Metropolitan accesses the SWP system to deliver Table A, carryover storage, flexible storage, north-of-Delta transfers, and previously stored Table A supplies pumped or exchanged through water management programs along the California Aqueduct.

banning all outdoor watering in the event the General Manager later determines that such a ban is necessary to preserve SWP supplies.

Of course, it is not sufficient simply to have these restrictions on paper. Member Agencies must be willing and able to impose meaningful penalties for non-compliance. As such, a Member Agency choosing this compliance path also must submit to Metropolitan an enforcement plan with real consequences to the consumer or end user for failing to abide by the one-day-per-week restriction or ban on outdoor water use. This enforcement plan must be auditable, with a clear and transparent way to verify enforcement if expected water use reductions fall short.

**Both the watering restrictions and the plans for enforcing them at the retail level must be in place no later than June 1, 2022.** If the affected Member Agency is not a retail water supplier, then it must coordinate with the appropriate retail agency(ies) within its service area to ensure that those agencies also adopt the requisite restrictions and enforcement plans prior to the deadline. Non-compliant Member Agencies will face volumetric penalties on water supplied by Metropolitan from the SWP system above certain limits. The volumetric limits are further described as part of the second compliance path below.

There are some important exceptions to these outdoor watering restrictions. The primary exception is to allow hand-watering of trees or other perennials to support their health and ability to recover once the outdoor watering restrictions are lifted. A second exception is to allow drip or other high-efficiency irrigation systems to apply water at a weekly volume consistent with the one-day watering restriction imposed on less efficient irrigation systems. Metropolitan will continue to coordinate with the affected Member Agencies on an appropriate formulation of these types of exemptions if a complete ban on outdoor watering is imposed.

If all water providers within a wholesale Member Agency choose the watering restrictions path, then no volumetric penalties would be assessed. If water providers within a wholesale Member Agency select different compliance paths, then the Member Agency would initially be assessed penalties calculated using the volumetric limits. Metropolitan would then work in good faith with the Member Agency to determine the appropriate volume of water to be assessed for any of the wholesale Member Agency's water providers.

On behalf of the Member Agencies, Metropolitan submitted a request in October 2021 for supplemental HH&S deliveries for water necessary to prevent or suppress wildfires, particularly at the wildland-urban interface. The Department of Water Resources initially excluded these volumes from the HH&S allocation. However, DWR is now developing a mechanism for variances that may supplement the allocated water. Metropolitan will work with the Member Agencies and relevant fire authorities to submit a request for supplemental deliveries for these important public safety uses, if needed.

Because of uncertainty in the drought's persistence and the speed and scale of demand response, the General Manager is authorized to ban all non-essential outdoor irrigation as early as September 1, should conditions warrant. The General Manager is further authorized to impose volumetric limits on all Member Agencies that originally chose this first path if regional demand response continues to lag. Imposition of volumetric limits would not occur prior to December 1.

### ***Compliance with Volumetric Allocation Limits***

The second path allows an affected Member Agency to achieve compliance by meeting an agency-specific volumetric delivery limit from Metropolitan every month. The volumetric limit for each agency will be based on their equivalent share of HH&S water available from DWR (roughly based on 55 gallons per person per day offset by available local supplies) plus any additional water Metropolitan is able to provide from the SWP system, allocated to each agency based on proportionate population. Member Agencies using Metropolitan's supplies within these volumetric limits would not pay penalties. Any Member Agency that exceeds its volumetric limit would pay a \$2,000 per acre-foot penalty on any water provided by MWD from the SWP system in excess of the limit for that month. Volumetric penalties would accrue and be billed monthly.

Staff has provided the Member Agencies with an initial estimate of their monthly volumetric limit. The General Manager will finalize this limit, along with all other elements of the Emergency Water Conservation Plan, within 30 days of Board adoption.

### ***Penalty Structure***

The same penalty structure applies to both compliance paths. If an affected Member Agency chooses the outdoor use limit path and submits acceptable documentation before June 1, no penalties would be assessed. If the agency does not submit acceptable documentation, then volumetric penalties of \$2,000 per acre-foot of use above certain volumetric limits will accrue beginning June 1.

Penalties will be assessed and billed monthly. If an agency misses the June 1 deadline for compliance, penalties will be charged for that entire month. Once in compliance, penalties stop accruing at the beginning of the following month. Penalties will be charged to the Member Agency independent from all rates and charges for water service, as it is not a charge for service.

These penalty structures are designed to send a strong economic signal to incentivize action. Any penalties collected will be returned to the affected Member Agencies through the Member Agency Administered Program (MAAP) to help defray enforcement or other costs incurred in conjunction with the proposed Emergency Water Conservation Program.

Importantly, this Emergency Water Conservation Program only applies penalties on Metropolitan supplies delivered from the SWP system. As such, any Member Agency that fully shift demands to other local supplies or to Metropolitan's Colorado River connections will not face penalties in a given month. Under no circumstances would a penalty be paid on any Colorado River water delivered to that agency.

The General Manager will establish procedures for reviewing or redetermining any penalties assessed on the Member Agency pursuant to the Emergency Water Conservation Program. The General Manager shall review any appeals submitted in a timely manner. The General Manager shall also establish reasonable procedures for the filing of appeals to the Board from his determination.

### ***Monitoring and Reporting***

Staff will report to the Water Planning and Stewardship Committee each month on progress achieved by the Emergency Water Conservation Program. This will include, at a minimum, monthly tracking of Metropolitan water deliveries and remaining available supplies to the SWP Dependent Area. Metropolitan will also inform the Board of the compliance status of the affected Member Agencies and of any penalties assessed.

Through monthly monitoring and regular communication, the General Manager will inform the Member Agencies and the Board in advance of any need to implement a ban on all outdoor watering (for implementation no earlier than September 1) or a need to implement volumetric limits for all affected agencies (for implementation no earlier than December 1).

### ***Termination of the Emergency Water Conservation Program***

The Emergency Water Conservation Program shall continue through June 30, 2023, unless the Board of Directors lifts the action before that date.

### ***Assistance Provided to Member Agencies***

Metropolitan will assist the Member Agencies in their complying with the watering restrictions and amplifying the serious message to consumers within the SWP-dependent areas. Assistance will take these forms:

- (1) **Member Agency Administered Program.** Metropolitan will make MAAP funds fully available to the affected Member Agencies for enforcement activities in the FY 2020/21 and 2021/22 budget. For the FY 2022/23 and 2023/24 biennial budget, approximately \$4.2 million of funding is available for the affected agencies. These funds would be made immediately available beginning July 1, 2022. In addition, any penalties paid would likewise be made available to agencies for enforcement. A Member Agency wishing to access these funds must submit a proposal for approval by Metropolitan. Uses of MAAP funding could include drought-related actions, messaging, and code enforcement. Upon termination of the Emergency Water Conservation Program, MAAP funding and procedures would revert back to the previously established guidelines.
- (2) **Assistance with Public Messaging for Drought Awareness and Water Conservation.** In March 2022, the Board authorized staff to enter into a three-year contract with a media placement firm. Through



June 30, 2022, up to \$4.5 million is available to develop and purchase advertising. Likewise, up to \$7.4 million is available in the subsequent biennial budget. Metropolitan staff will coordinate closely with the public affairs staff of the affected Member Agencies to send an amplified and unified message to consumers about the one-day-per-week watering restrictions. Metropolitan will stand with the Member Agencies in communicating these emergency conditions. Staff expects many opportunities to amplify the message also through the earned media of press conferences and news media stories.

### **Support of the Governor's Executive Order N-7-22**

The Board is requested to support Governor Newsom's Executive Order N-7-22 of March 28, 2022 (**Attachment 2**). This Executive Order incorporates orders and provisions contained in the Governor's earlier proclamations of April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021. Though Metropolitan will not mandate compliance on a Member Agency's conformance with Executive Order N-7-22, the affected Member Agencies are strongly called upon to do the following:

- Implement at least Level 2 of their Water Shortage Contingency Plans to achieve at least a 20 percent reduction in water use.
- Adopt and enforce the State Water Resources Control Board's (SWRCB) emergency regulations prohibiting wasteful water uses.
- Adopt and enforce the SWRCB's proposed prohibition (once adopted) of the use of potable water for irrigating non-functional turf at commercial, industrial, and institutional sites.

### **Other Activities Supporting the SWP Dependent Area**

Staff regularly reported to the Board and sought authority and funding to address system and supply shortages affecting the SWP Dependent Area. The Emergency Water Conservation Program is intended only as a short-term, stop-gap measure until lasting relief can be provided. A selection of the main operational, physical, and supply actions taken to improve the supply constraints include:

- Adjusted distribution system operations to minimize SWP use and draw heavily on the Colorado River and stored supplies (January 2021).
- Increased pumping on the Colorado River Aqueduct to the total capacity of eight pumps (intermittent operation since April 2021).
- Initiated the Operational Shift Cost Offset Program (May 2021) and Reverse Cyclic Program (February 2022), which removed financial barriers to switching from or deferring SWP deliveries.
- Switched the source water feed to the Mills Water Treatment Plant from SWP to Diamond Valley Lake storage (May 2021).
- Rebuilt and started up the Greg Avenue facility to pump ~100 acre-feet per day of Colorado River and stored supplies into the western portion of the distribution system (June 2021).
- Expanded conservation programs (December 2021).
- Authorized agreements with other water agencies to improve management of SWP supplies (San Bernardino Valley MWD, San Diego County Water Authority, December 2021).
- Amended the capital investment plan to start planning and implementing infrastructure projects for the western portion of the distribution system (February 2022).
- Authorized purchase of transfer supplies (April 2021 and April 2022)

These actions are accelerating with the development of infrastructure and water supply portfolios through the Extreme Drought Assessment, which includes as its design condition three SWP allocations of five percent.

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## Policy

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Metropolitan Water District Administrative Code Section 6410: Powers and Duties

Metropolitan Water District Administrative Code Section 6412: Delegation of Executive and Administrative Powers

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

Operating Policy A-06, Emergency Management and Business Continuity

By Minute Item 50824, dated May 9, 2017, the Board adopted a resolution which declared a “Condition 1 –Water Supply Watch.”

By Minute Item 51166, dated April 10, 2018, the Board authorized changes to Member Agency Administered Program.

By Minute Item 52481, dated August 17, 2021, the Board adopted a resolution which declared a “Condition 2 – Water Supply Alert.”

By Minute Item 52581, dated November 9, 2021, the Board adopted a resolution which declared specified emergency conditions within the Metropolitan service area.

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## California Environmental Quality Act (CEQA)

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### CEQA determination for Option #1:

The proposed actions are being taken to address a water shortage emergency condition in portions of Metropolitan’s service area and are intended to conserve scarce water supplies in those areas to ensure that near-term human health and safety needs can be met. Accordingly, these actions are necessary to prevent or mitigate an immediate emergency and are not subject to CEQA pursuant to Public Resources Code Section 21080(b)(4) and Section 15269(c) of the State CEQA Guidelines. Furthermore, the proposed actions are being taken in accordance with Executive Order EO N-7-22 issued by the Governor on March 28, 2022, which directs that specific actions be taken in response to the extreme drought conditions in California. Among other things, all urban water suppliers must, at a minimum, implement the actions identified in their Water Shortage Contingency Plans (WSCP) for a shortage level up to 20 percent. This order expressly suspends the requirements of CEQA and the State CEQA Guidelines with respect to this directive. Likewise, Water Code Section 10652 statutorily exempts implementation of actions listed in and taken pursuant to an agency’s WSCP. Finally, where it can be seen with certainty that there is no possibility that the proposed actions may have a significant impact on the environment, those actions are not subject to CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

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## Board Options

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### Option #1

Adopt the Resolution shown in **Attachment 1** and:

- a. Declare that a Water Shortage Emergency Condition exists in the SWP Dependent Area
- b. Adopt the framework of an Emergency Water Conservation Program and authorize the General Manager to finalize the Program consistent with the framework.
- c. Express support for the Governor’s Executive Order N-7-22.

**Fiscal Impact:** Upon adopting the Emergency Water Conservation Program, revenues from water transactions will likely decrease as Member Agencies reduce water demands. At the March 22, 2022, budget workshop, staff presented a scenario with 100,000 acre-feet fewer transactions each year. This scenario—realistic in the magnitude of the needed demand management activity—could reduce revenues by approximately \$100 million in fiscal year 2022/23.

**Business Analysis:** Implementing the Emergency Water Conservation Program would preserve available water supplies for the greatest public benefit and would avoid the potential use of emergency storage from DWR reservoirs

**Option #2**

Modify the Resolution in **Attachment 1** and the recommended actions to modify actions or penalties to conserve available water supplies for the greatest public benefit.

**Fiscal Impact:** Unknown fiscal impact of water shortage

**Business Analysis:** Adjusting the proposed action may accelerate or slow demand management activities initiated by the Emergency Water Conservation Program. Depending on the modification, changes may also preclude Metropolitan from receiving needed human health and safety supplies from DWR

**Option #3**

Do not adopt the Resolution in **Attachment 1** nor take the recommended actions.

**Fiscal Impact:** Unknown fiscal impact of water shortage

**Business Analysis:** Delaying the decision to implement an Emergency Water Conservation Program would reduce the opportunity to conserve scarce supplies available to the region in 2022. Delaying the implementation may also preclude Metropolitan from receiving needed human health and safety supplies from DWR

**Staff Recommendation**

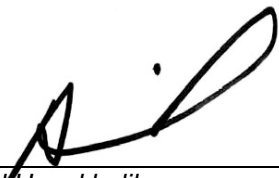
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Option # 1

  
\_\_\_\_\_  
Brad Coffey  
Manager, Water Resources Management

4/22/2022

Date

  
\_\_\_\_\_  
Adel Hagekhalil  
General Manager

4/22/2022

Date

**Attachment 1 – Resolution of the Board of Directors of the Metropolitan Water District of Southern California Declaring a Water Shortage Emergency Condition and Implementing an Emergency Water Conservation Program in Portions of its Service Area**

**Attachment 2 – Executive Department State of California Executive Order N-7-22**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

**DECLARING A WATER SHORTAGE EMERGENCY CONDITION AND IMPLEMENTING AN  
EMERGENCY WATER CONSERVATION PROGRAM IN PORTIONS OF ITS SERVICE AREA**

**WHEREAS, Severe Drought Conditions Are Constraining Available Water Supplies from Northern California.**

Beginning in water year 2020 (October 1, 2019, to September 30, 2020), the watersheds supplying the California State Water Project (SWP) received below-average precipitation. The California Department of Water Resources (DWR) classified water years 2020 and 2021 as dry and critically dry, respectively. Persistent dry conditions will likely result in a critically dry designation for water year 2022.

The three-year sequence of water years 2020 - 2022 (October 1, 2019, through September 30, 2022) is projected to be the driest on record in California for statewide precipitation. Precipitation in Northern California during the three months from January through March 2022 was the driest on record for that region.

In addition to reduced precipitation since 2020, California's climate is transitioning to a warmer setting in which historical relationships among temperature, precipitation, and runoff are changing. In 2021, the DWR's snowmelt runoff forecast over-estimated the runoff that occurred by 68 percent. In 2022, DWR's median runoff forecast for the Sacramento River dropped from 16.7 to 9.7 million acre-feet, a reduction of 42 percent.

**WHEREAS, Governor Newsom Has Declared a State of Emergency to Exist in All California Counties Due to These Severe Drought Conditions.**

On October 19, 2021, Governor Gavin Newsom declared a state of emergency to exist in all California counties due to worsening drought conditions. This proclamation follows other increasingly expansive drought declarations and executive orders that have been issued since April 2021.

At that time, Governor Newsom called on Californians to re-double their efforts to reduce water use by 15 percent and for local and regional water agencies to implement their Water Shortage Contingency Plans (WSCPs) "at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year."

**WHEREAS, Governor Newsom Has Issued an Executive Order Calling on Urban Water Suppliers to Activate Their Water Shortage Contingency Plans.**

As part of their Urban Water Management Plans (UWMPs), local and regional water providers are required to prepare and adopt WSCPs. These plans identify voluntary and mandatory response actions that will be taken under various water shortage conditions. These actions include mandatory conservation activities to reduce water use by 10 to 50 percent, depending on the severity of the shortage.

Due to worsening drought conditions, including a record-breaking dry period in January and February, Governor Newsom issued Executive Order N-7-22 on March 28, 2022, specifically requiring all urban water suppliers to implement, at a minimum, the response actions identified in their WSCPs for a shortage level of 20 percent (Level 2).

This executive order further encouraged urban water suppliers to conserve more than the minimum required and to voluntarily activate more stringent local requirements based on a shortage level of up to 30 percent (Level 3).

**WHEREAS, Metropolitan's State Water Project Supplies Have Been and Are Being Curtailed.**

On March 18, 2022, DWR reduced the SWP Table A allocation for 2022 from 15 to only five percent of contract amounts. Table A allocations for 2020 and 2021 were 20 and five percent, respectively. The last three years marks the lowest three-year combined deliveries of allocated water in the history of the SWP.

Three consecutive years of low Table A allocations have strained water supplies for portions of Metropolitan's service area that currently are served primarily through the SWP. Referred to as the "SWP Dependent Area," this area has limited or no access to Colorado River Supplies.

As a result, there will be insufficient SWP supplies this year to meet the minimum human health and safety (HH&S) needs in the SWP Dependent Area. HH&S needs are defined as "the amount of water necessary for prevention of adverse impacts to human health and safety, for which there is no feasible alternative supply." In general, HH&S needs are limited to domestic supply, sanitation, public health and fire protection purposes, and cannot exceed 55 gallons per person per day.

To supplement the low Table A allocation, DWR has agreed to provide additional SWP supplies to SWP contractors if necessary to fulfill their unmet HH&S needs. However, DWR is requiring any SWP contractor receiving such supplies to impose mandatory restrictions on water use within its service area consistent with these emergency circumstances. DWR also is requiring any SWP water accessed for HH&S purposes be returned to the state within five years or as wetter conditions return.

**WHEREAS, Metropolitan's SWP Supplies Are Essential to Meet the Total Demands of Its Member Agencies.**

Over the past 20 years, the SWP has provided about 30 percent of the region's total water needs and a portion of the supply delivered to each of Metropolitan's 26 Member Agencies.

Diamond Valley Lake, Metropolitan's largest surface water reservoir and source of dry-year and emergency water supplies, has only been replenished with SWP supplies since the discovery of Quagga mussels in Colorado River water in Jan. 2007.

Under a five percent Table A allocation, Metropolitan cannot meet normal demands in the SWP Dependent Area, serve SWP supplies to other Member Agencies, or replenish storage in Diamond Valley Lake.

**WHEREAS, Metropolitan, Its Member Agencies, and Others in the Region Have Taken Extraordinary Steps to Reduce Demands and Bolster Supplies.**

In conjunction with its Member Agencies, counties, cities, and wholesale and retail water suppliers, Metropolitan decreased potable water demands within the service area by 40 percent, roughly 80 gallons per person per day, since 1990.

Metropolitan has invested \$1.5 billion in conservation, local water recycling, and local groundwater recovery since 1990, resulting in a cumulative savings of nearly 7.6 million acre-feet.

Metropolitan has invested more than \$3 billion in increasing storage capacity with Diamond Valley Lake and conveyance capacity with the Inland Feeder to capture SWP supply when available for later use in dry years.

Local water suppliers and communities have also made multi-billion-dollar strategic and forward-looking investments in water conservation (within and outside the MWD service area), water recycling, stormwater capture and reuse, groundwater storage, and other strategies to improve drought resilience.

Water conserved throughout the service area, among other things, has helped preserve storage in Metropolitan's diverse storage portfolio during these dry conditions.

Continued action by Southern California residents to conserve water and extend local groundwater and surface water supplies will provide greater resilience if the drought continues in future years.

Metropolitan established the Member Agency Administered Program (MAAP) to assist Member Agencies in implementing local conservation activities. A portion of the funded projects can be used when water savings are not readily quantifiable, such as drought messaging and local water-use related code enforcement programs.

**WHEREAS, Metropolitan and Its Member Agencies Have Taken Specific Actions to Preserve SWP Supplies.**

Metropolitan and its Member Agencies have invested billions of dollars to preserve and enhance the availability and utilization of local supplies and, in turn, to decrease the overall use of Metropolitan's imported supplies.

Metropolitan has established water management programs to increase Member Agency flexibility to shift from or temporarily defer taking Metropolitan's supply from the SWP.

In 2021 and 2022, Metropolitan made targeted investments in its delivery system to reduce Member Agency dependency on SWP supplies. These investments have significantly improved operational flexibility, allowing delivery of water from either of Metropolitan's two imported supply sources to most of the service area.

Metropolitan's Member Agencies have, where feasible, operated their systems to reduce dependency on Metropolitan's supply delivered through service connections fed from the SWP system.

On August 17, 2021, Metropolitan's Board adopted a resolution declaring a "Condition 2 – Water Supply Alert" to preserve Metropolitan's supply for the region.

On November 9, 2021, Metropolitan's Board adopted a resolution recognizing the statewide drought emergency, declaring specified emergency conditions to exist within portions of its service area, and calling on Member Agencies to take various actions to preserve Metropolitan's supply from the SWP. Among other things, Member Agencies were urged to make all reasonably practicable changes in their operations and to implement mandatory conservation and efficiency measures to reduce the use of SWP supplies.

**WHEREAS, Metropolitan Has Determined that It Must Take Additional Actions Immediately to Conserve the Remaining Available SWP Supplies.**

In December 2014, Metropolitan's Board adopted a revised Water Supply Allocation Plan (WSAP) pursuant to which it may determine that a regional shortage exists, establish a regional shortage level, and impose an Allocation Surcharge on Member Agencies for water use above a predetermined allotment. The WSAP was designed and intended only for use during periods of regionwide water shortages and requires a more extended period to implement. As such, the current WSAP cannot effectively or efficiently address the water shortages anticipated to occur this year in the SWP Dependent Area.

Likewise, while actions being taken pursuant to the November 9, 2021, Board resolution are helpful, they are not sufficient to address in a timely manner the urgent circumstances present in the SWP Dependent Area. That resolution specifically noted that if drought conditions persisted or worsened, Metropolitan's Board would consider declaring a Water Shortage Emergency Condition and imposing appropriate regulations, restrictions and penalties to conserve Metropolitan's water supplies.

Unfortunately, drought conditions have persisted, and the water supply outlook has worsened, particularly with respect to SWP supplies. Accordingly, Metropolitan believes it is necessary, desirable, and in the best interests of Metropolitan and its Member Agencies to declare that a Water Shortage Emergency Condition exists in the SWP Dependent Area, to adopt the framework for an Emergency Water Conservation Program encompassing the SWP Dependent Area, and to take certain other actions as set forth below and described in Board Letter 7-1 dated April 26, 2022, so as to reduce water use and preserve remaining SWP supplies.

Adopting an Emergency Water Conservation Program is consistent with actions taken by our Member Agencies and other retail agencies and will assist Metropolitan and its Member Agencies in public outreach efforts to communicate the severity of the current drought and the need for conservation and collective action.

Metropolitan further believes that it is necessary, desirable, and in the best interest of Metropolitan to work closely with Member Agencies to identify near-term actions to address this drought emergency and to grant the General Manager certain additional powers and authorities to assist in carrying out such activities promptly.

**WHEREAS, Metropolitan Is Authorized and Required to Take These Additional Actions.**

Article X, Section 2 of the California Constitution requires all water resources in the state to be put to beneficial use and prohibits the waste or unreasonable use of such resources. What constitutes reasonable use is dependent on exigent circumstances, and may change during periods of drought.

Water Code Section 350 et seq. requires the distributor of a public water supply to declare that a water shortage emergency condition exists “whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply needed for human consumption, sanitation, and fire protection.” Upon making such a declaration, the water supplier is authorized to adopt such regulations and restrictions as will, in its sound discretion, “conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection.”

Water Code Section 375 et seq. authorizes retail and wholesale water providers to adopt water and enforce conservation programs, which may include specific water-use limitations. Water providers may impose civil and criminal penalties for violating the requirements of such programs and/or may enforce water-use limitations by imposing “a volumetric penalty in an amount established by the public entity.”

Water Code Section 10620 et seq. requires every urban water supplier to prepare and adopt an UWMP, which must include a WSCP to be implemented during times of shortage. Governor Newsom has directed all urban water suppliers to implement, at a minimum, the response actions identified in their WSCPs for a shortage level of 20 percent (Level 2).

DWR is requiring any SWP contractor receiving HH&S supplies to impose mandatory restrictions on water use within its service area consistent with these emergency circumstances.

The Metropolitan District Act and Metropolitan’s Administrative Code authorize and support taking specific actions to address the current drought emergency. In particular, Administrative Code Section 4512 provides that deliveries of water “shall be subject to operational, supply or demand conditions, as determined by the General Manager.”

**WHEREAS, Metropolitan Held a Noticed Public Hearing to Receive Input on These Additional Actions.**

On April 26, 2022, a public hearing was held to receive input, comments, and/or protests on the proposed declaration of a Water Shortage Emergency Condition and adoption of the framework of an Emergency Water Conservation Program for the SWP Dependent Area, as well as the other actions set forth below and described in Board Letter 7-1 dated April 26, 2022. A copy of Board Letter 7-1 was posted on Metropolitan’s website (<https://mwdh2o.legistar.com/Calendar.aspx>) and was available for review prior to the hearing.

Notice of this hearing was published on April 14, 2022, in six different newspapers of general circulation encompassing all six counties within Metropolitan’s service area: *Los Angeles Times* (Los Angeles County), *Orange County Register* (Orange County), *Inland Valley Daily Bulletin* (San Bernardino County), *Ventura County Star* (Ventura County), *Press Enterprise* (Riverside County), and *San Diego Union Tribune* (San Diego County).

At this public hearing, Metropolitan’s Board received information, comments, testimony, and other evidence provided by Board members, Member Agency representatives, staff, and the public pertaining to these matters, and all persons present were given an opportunity to be heard.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of The Metropolitan Water District of Southern California hereby declares a **Water Shortage Emergency Condition** to exist in the SWP Dependent Area. Per this declaration, the Board calls on all Member Agencies to:

- (1) Make all possible changes in their operations to reduce their use of Metropolitan's SWP supplies.
- (2) Immediately mandate and implement such conservation requirements, water-use efficiency measures, and drought-related limitations consistent with their WSCPs and substantively conforming to the Emergency Water Conservation Program.

**BE IT FURTHER RESOLVED** that the General Manager is hereby authorized and directed to finalize and implement an **Emergency Water Conservation Program** in the SWP Dependent Area, subject to the following conditions:

- (1) The Emergency Water Conservation Program shall conform to the framework outlined in Board Letter 7-1, dated April 26, 2022. (A copy of this Board Letter may be accessed through Metropolitan's website at <https://mwdh2o.legistar.com/Calendar.aspx>.) This framework includes volumetric penalties for non-compliance of up to \$2,000 per acre-foot for use exceeding specified allocation limits.
- (2) The Emergency Water Conservation Program shall include a provision for Member Agencies in the SWP Dependent Area to use 100 percent of their MAAP allocations for any conservation-related activities and projects, even where the water savings from such activities and projects are not readily quantifiable. Uses of MAAP funding could include drought-related actions, messaging, and code enforcement. Upon termination of the Emergency Water Conservation Program, the MAAP allocations would revert back to the previously established formula for non-documented water-saving program funding requests.
- (3) The General Manager shall consult with all affected Member Agencies on the final terms of the Emergency Water Conservation Program.
- (4) The General Manager shall finalize the Emergency Water Conservation Program within 30 days of Board adoption of this resolution.
- (5) The Emergency Conservation Program shall continue through Jun. 30, 2023, unless otherwise terminated as described below.

**BE IT FURTHER RESOLVED** that the General Manager is hereby directed to continue the actions and activities specified in August 17, 2021, and November 9, 2022, Board resolutions, except as expanded or limited herein.

**BE IT FURTHER RESOLVED** that the Board hereby declares Metropolitan's support for the Governor's Executive Order N-7-22 and directs staff to work with the relevant state agencies to implement the Executive Order.

**BE IT FURTHER RESOLVED** that, should drought conditions persist in the coming months, or should demand management actions not sufficiently preserve available supplies, the General Manager may impose additional conditions or requirements as part of the Emergency Water Conservation Program described in Board Letter 7-1, which may include a prohibition on all outdoor uses of water or a requirement for affected Member Agencies to conform to specified volumetric limits.



**I HEREBY CERTIFY** that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Directors of The Metropolitan Water District of Southern California at its meeting held on Apr. 26, 2022.

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Secretary of the Board of Directors  
of The Metropolitan Water District  
of Southern California

**EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA**

**EXECUTIVE ORDER N-7-22**

**WHEREAS** on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

**WHEREAS** climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

**WHEREAS** the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

**WHEREAS** since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

**WHEREAS** the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

**WHEREAS** the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

**WHEREAS** the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

**WHEREAS** delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

**WHEREAS** groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

**WHEREAS** coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and



**WHEREAS** the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

**WHEREAS** the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); and

**WHEREAS** to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at [SaveOurWater.com](https://www.SaveOurWater.com) provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.
3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:
  - a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water



supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

- 4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining "non-functional turf" (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
- 5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time



protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.
7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.
8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:
  - a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability



Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

- 10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
- 11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
- 12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
- 13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable



Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.
15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

**IT IS FURTHER ORDERED** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.



GAVIN NEWSOM  
Governor of California

**ATTEST:**

\_\_\_\_\_  
SHIRLEY N. WEBER, PH.D.  
Secretary of State

STEVE BLOIS, PRESIDENT  
DIVISION 5

RAUL AVILA, SECRETARY  
DIVISION 1

ANDY WATERS, DIRECTOR  
DIVISION 3



ANDRES SANTAMARIA, VICE PRESIDENT  
DIVISION 4

SCOTT H. QUADY, TREASURER  
DIVISION 2

ANTHONY GOFF  
GENERAL MANAGER

web site: [www.calleguas.com](http://www.calleguas.com)

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## **NEWS RELEASE**

Contacts: Anthony Goff, General Manager, (805) 526-9323  
Dan Drugan, Manager of Resources, (805) 579-7185

April 27, 2022

### **Calleguas Municipal Water District Adopts Emergency Conservation Measures to Limit Outdoor Water Use**

*Mandatory outdoor water use restrictions are required to extend limited State Water Project supplies*

At its April 27<sup>th</sup> meeting, the Calleguas Municipal Water District (Calleguas) Board of Directors, on a 4 to 1 vote, declared a Water Shortage Emergency Condition and adopted an Emergency Water Conservation Program (EWCP) to reduce non-essential uses of water to preserve limited water supplies for the remainder of the year. The EWCP effectively limits all outdoor water use to just one-day-per-week.

California just recorded its driest January through March on record, entering a third consecutive year of extreme drought. On March 18<sup>th</sup>, the Department of Water Resources, operator of the State Water Project (SWP), announced that water agencies throughout California should prepare for only 5 percent of a full supply for 2022. With limited local sources of water, the Calleguas Municipal Water District (Calleguas) service area depends heavily on imported water from the SWP purchased through the Metropolitan Water District of Southern California (MWD). In response to the deepening drought and anticipation of the Water Shortage Emergency Condition declaration, the Calleguas Board implemented Stage 3 of its Water Shortage Contingency Plan on April 6.

MWD's service area includes most of Southern California, from Ventura County to San Diego County and east to Riverside and San Bernardino counties. While MWD imports water from both the SWP and the Colorado River, portions of its service area are unable to receive much Colorado River supply due to system constraints and are therefore considered SWP-dependent areas. MWD's SWP-dependent Member Agencies include Calleguas, Las Virgenes Municipal Water District, Los Angeles Department of Water & Power, the City of Burbank, and portions of the San



Gabriel Valley and the Inland Empire. Together these SWP-dependent agencies serve 6.6 million of the total 19 million people in MWD's service area.

With only 5 percent of its SWP allocation, MWD has determined there are insufficient supplies to meet current demands for water in the SWP-dependent portions of its service area. Therefore, on April 26<sup>th</sup>, MWD's Board adopted its own Emergency Water Conservation Program (EWCP).

The program requires that SWP-dependent agencies, including Calleguas, to immediately cut water use by implementing one-day-a-week watering restrictions, or the equivalent, by June 1. Water agencies in the SWP-dependent areas may also select an alternative path that sets volumetric limits on the amount of water used. Agencies that do not enforce one-day-a-week watering restrictions or exceed their volumetric limits would face financial penalties.

"The measures we are taking now are needed as the climate is changing faster and in unexpected ways in terms of hydrology and the effect of temperature on snowpack," stated General Manager Anthony Goff. "The quickest to save water will be immediately limiting outdoor water use to just one-day-per-week."

Should water demands continue to exceed projected supplies, the EWCP will prohibit the use of potable water for any outdoor watering to preserve water for essential human health and safety needs only (i.e., indoor use).

"We are now in a situation where we have no other choice but to impose mandatory watering restrictions," stated Calleguas Board President Steve Blois. "We need to work together this summer to save every drop of water we have and only irrigate in ways that save the urban canopy and preserve our parks, school fields, and other functional turf areas that retain high value for our communities. To do this – we must let our own residential lawns go brown and prohibit the irrigation of non-functional turf."

Calleguas currently offers a Turf Replacement Rebate Program for removal of turfgrass. During the drought emergency, residents and businesses can still take advantage of the program and postpone new plantings until watering restrictions are lifted. Please check with your local water provider for specific watering restrictions and limitations.

For more information on the Turf Replacement Rebate Program, visit [www.bewaterwise.com](http://www.bewaterwise.com) to learn more.

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***Calleguas is one of twenty-six member agencies of the Metropolitan Water District of Southern California providing water service to three quarters of Ventura County's population. Through 19 retail water agencies, Calleguas provides water to the cities of Simi Valley, Thousand Oaks, Moorpark, Camarillo, Oxnard, Port Hueneme and surrounding unincorporated areas including Oak Park, Santa Rosa Valley, Las Posas Valley, Somis, and Naval Base Ventura County.***

RESOLUTION NO. 2042

RESOLUTION OF THE BOARD OF DIRECTORS  
OF CALLEGUAS MUNICIPAL WATER DISTRICT  
DECLARING A WATER SHORTAGE EMERGENCY CONDITION AND  
ADOPTING AN EMERGENCY WATER CONSERVATION PROGRAM

WHEREAS, Calleguas Municipal Water District ("Calleguas" or "District") is a municipal water district created under the Municipal Water District Law of 1911, Water Code §§ 71000 et. seq., and is responsible for providing a reliable supply of high-quality, supplemental water to the communities of southeastern Ventura County; and

WHEREAS, Calleguas is a member public agency of the Metropolitan Water District of Southern California ("Metropolitan"), is reliant upon deliveries of water imported by Metropolitan from the California State Water Project ("SWP"), and is therefore considered a SWP dependent agency within the Metropolitan service area; and

WHEREAS, the California Department of Water Resources ("DWR") classified water years 2020 and 2021 as dry and critically dry, respectively, and the three year sequence of water years 2020 - 2022 is projected to be the driest on record in California for statewide precipitation; and

WHEREAS, the adverse effect of drought on SWP resources has been the primary reason for the historic water shortages currently being experienced by Calleguas. SWP allocations in the last three consecutive years have been 20 percent in 2020, 5 percent in 2021, and 5 percent to date for 2022. For the 2021-22 water year, precipitation, northern Sierra snowpack, and resultant runoff are markedly below the levels which are needed to meet water demands for the 2022 calendar year; and

WHEREAS, in June 2021, Calleguas adopted an Urban Water Management Plan ("UWMP") pursuant to California law, which includes a Water Shortage Contingency Plan ("WSCP") that is triggered during water shortage conditions and describes staged actions the District may take to manage demand and allocate available supplies; and

WHEREAS, on August 18, 2021, the Board of Directors of Calleguas adopted Resolution No. 2024 which declared a Stage 2 Water Shortage and called for enhanced water use efficiency efforts; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom proclaimed that a state of emergency exists in all California counties due to severe drought conditions, and called on all local and regional water suppliers to implement WSCPs that are responsive to local conditions; and

WHEREAS, on November 9, 2021, Metropolitan declared that specified drought emergency conditions exist within its service area and called on all member agencies to immediately implement conservation to reduce the use of SWP supplies; and

WHEREAS, on November 17, 2021, the Board of Directors of Calleguas adopted Resolution No. 2033 which called upon those purveyors receiving water from Calleguas to implement appropriate measures to achieve a 15 percent reduction in demands from 2020 levels to extend SWP storage reserves; and

WHEREAS, on March 18, 2022, DWR announced that it had reduced the calendar year 2022 SWP allocation to 5 percent, and current projections indicate that the final allocation will remain 5 percent; and

WHEREAS, on March 28, 2022, Governor Newsom issued Executive Order N-7-22 calling on each urban water supplier that has developed a WSCP to implement, at a minimum, response actions for a Water Shortage level of 20 percent (Level 2) and encouraged the activation of more stringent local requirements based on a Water Shortage level of up to 30 percent (Level 3); and

WHEREAS, on April 6, 2022, the Board of Directors of Calleguas adopted Resolution No. 2041 declaring a Stage 3 Water Shortage pursuant to its WSCP; calling for the implementation of mandatory conservation measures; and stating the intent of the District to adopt appropriate regulations, restrictions and penalties for the 2022 calendar year, subsequent to Metropolitan's adoption of same; and

WHEREAS, DWR has provided notice to SWP contractors, including Metropolitan, that DWR is prepared to provide access to a limited supply of water pursuant to SWP contract terms to utilize for Human Health and Safety ("HH&S") subject to the following requirements: SWP contractors must impose mandatory water restrictions on water use consistent with emergency circumstances and any SWP water accessed for HH&S purposes must be returned within 5 years or as wetter conditions return; and

WHEREAS, Metropolitan has insufficient supplies to meet normal demands in its SWP dependent areas in calendar year 2022, even with the utilization of HH&S water; and

WHEREAS, on April 26, 2022, Metropolitan adopted a resolution declaring a water shortage emergency condition and implementing an Emergency Water Conservation Program ("EWCP") in the SWP dependent area, pursuant to Water Code §§350 et. seq., Water Code §§375 et. seq., and other applicable authorities, and that resolution is incorporated herein by this reference; and

WHEREAS, pursuant to Water Code §§350 et. seq., the District is authorized to declare a water shortage emergency condition to prevail within the area served by the District whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, pursuant to Water Code §§375 et. seq., the District is authorized to adopt and enforce a water conservation program to reduce the quantity of water used by those persons within its service area for the purpose of conserving the water supplies of the public entity by ordinance or resolution adopted by a majority of the members of the governing body after holding a public hearing upon notice and making appropriate findings of necessity for the adoption of a water conservation program; and

WHEREAS, pursuant to Water Code §§71640 et. seq., the District may restrict the use of District water during any emergency caused by drought or other threatened or existing water shortage; prohibit the wastage of District water or the use of District water during such periods for any purpose other than household uses or such other restricted uses as the District determines to be necessary; and prohibit use of District water during such periods for specific uses which it finds to be nonessential; and

WHEREAS, Calleguas Ordinance No. 12 codifies rules and regulations for water service, including service during times of a Water Shortage Emergency; and

WHEREAS, Calleguas Ordinance No. 12 authorizes that, in the event reduced water supplies cause Metropolitan to impose water allocations among its member agencies and surcharges for deliveries exceeding those allocations, the Board of Directors may similarly allocate available supplies among District member purveyors and levy any surcharges as deemed appropriate, including those imposed on the District by Metropolitan; and

WHEREAS, the District held a public hearing on April 27, 2022, on the matter of whether the Calleguas Board of Directors should declare that a water shortage emergency condition exists within its service area and adopt an EWCP, the analysis presented at the hearing supports the findings in this resolution, and that analysis is incorporated into this resolution as though set forth in full; and

WHEREAS, notice of said hearing was published in accordance with Government Code §6061 on April 20, 2022, in the Ventura County Star, a newspaper of general circulation printed and published within the County; and

WHEREAS, at said hearing, all persons were given an opportunity to be heard by the Calleguas Board of Directors in accordance with Water Code §351 and Water Code §375; and

WHEREAS, the Calleguas Board of Directors heard and considered public testimony, staff's presentation, information, and other evidence presented at said hearing;

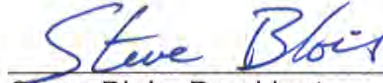
NOW THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF CALLEGUAS MUNICIPAL WATER DISTRICT AS FOLLOWS:

1. A Water Shortage Emergency Condition exists in the Calleguas service area as set forth in Water Code §§350 et. seq. and Water Code §§71640 et. seq.
2. The actions set forth in this Resolution are in accordance with the powers of the District under the Water Code, District Ordinance No. 12, the District's UWMP and WSCP, the Governor's Executive Orders related to the drought, and recent directives from DWR concerning the use of SWP supplies, and are taken in effort to reduce the quantity of water used within the District service area for the purpose of conserving water supplies because ordinary demands and requirements of water consumers cannot be satisfied without depleting water supplies to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.
3. Calleguas hereby adopts an EWCP to reduce non-essential uses of water and preserve available water supplies for the greatest public benefit in the District's service area, which will be implemented in phases. It is the intent of the Board of Directors that the District's EWCP, and its framework, be based upon, consistent with, and pass through the EWCP adopted by Metropolitan on April 26, 2022 and any revisions thereto, including, but not limited to, Metropolitan provisions relating to water use restrictions, enforcement, and penalties for non-compliance.
4. The EWCP includes two paths for purveyors to reduce the use of Metropolitan's SWP supplies and achieve compliance with the EWCP:
  - a. The first path allows a purveyor to restrict outdoor irrigation to one day per week (or its equivalent) beginning June 1, 2022. The Calleguas General Manager is authorized to modify this restriction to ban all non-essential outdoor irrigation or enforce volumetric limits should conditions warrant as the year develops. Purveyors that document adoption and enforcement mechanisms of these restrictions by May 31, 2022 will be deemed compliant with the EWCP. Non-compliant purveyors will face volumetric penalties of \$2,000 per acre-

foot on any water supplied by Metropolitan from the SWP system that exceeds certain monthly allocation limits.

- b. The second path allows a purveyor to comply with monthly allocation limits directly. As described in and consistent with the Metropolitan EWCP, the specific limit for each purveyor is based on an allocated share of the HH&S water provided by DWR and certain additional SWP supplies delivered through the SWP system. Purveyors that meet these limits will be deemed compliant with the EWCP. Non-compliant purveyors will face volumetric penalties of \$2,000 per acre-foot on any water supplied by Metropolitan from the SWP system that exceeds certain monthly allocation limits.
5. The EWCP is effective immediately upon adoption of this Resolution and penalties for non-compliance shall be assessed beginning June 1, 2022. Penalties under the EWCP will only be applied to Metropolitan supplies delivered from the SWP system. Volumetric penalties would accrue and be billed monthly. A purveyor can avoid penalties for non-compliance if it takes, and can demonstrate, sufficient action to eliminate its use of Metropolitan supplies at its designated connections to Calleguas.
6. The General Manager is authorized to implement, amend, and augment the terms of the EWCP to make it conform to and/or reconcile with the EWCP adopted by Metropolitan and any revisions and/or modifications of the Metropolitan EWCP. This includes, but is not limited to, establishing equivalent methods for compliance and/or implementing any exceptions and/or exemptions to the EWCP.
7. The General Manager will report regularly to the Board on the effectiveness of the EWCP and inform the Board and purveyors of any need to implement modified and/or more stringent conservation requirements.
8. Calleguas hereby expresses support for the Governor's Executive Order N-7-22 and calls on all purveyors classified as urban water suppliers to reduce water use by 20-30 percent depending on local conditions.
9. Calleguas hereby calls on all of its purveyors to make all possible changes in their operations to reduce their use of Metropolitan's SWP supplies and to immediately mandate and implement such conservation requirements, water use efficiency measures, and drought-related limitations consistent with their WSCP's and substantively conforming to the EWCP.

ADOPTED, SIGNED AND APPROVED this twenty-seventh day of April, 2022.

  
\_\_\_\_\_  
Steve Blois, President  
Board of Directors

I HEREBY CERTIFY that the foregoing Resolution was adopted at the regularly scheduled meeting of the Board of Directors of Calleguas Municipal Water District held on April 27, 2022.

ATTEST:

  
\_\_\_\_\_  
Raul Avila, Secretary  
Board of Directors

(SEAL)

## Board Memorandum

May 12, 2022

**To:** General Manager

**From:** Kevin Wahl, Superintendent of Operations

**Subject:** Leak Repair

---

**Objective:** Brief the Board and ratify the action regarding leak repair on Santa Rosa Road.

**Action Required:** Ratify the payments to Sam Hill & Sons, Inc. in the amount of \$51,042.29 and Landmark Grading & Paving in the amount of \$38,716.82 for the required leak repair.

**Discussion:** On March 24, 2022, Sam Hill & Sons, Inc. was called to repair a potable distribution system leak on Santa Rosa Road. This leak was on the 24-inch main distribution pipeline. This repair required open trenching, paving, and traffic control across multiple lanes of traffic on Santa Rosa Road. All told, the work took nine workdays to complete. The total cost of the repair, including parts, materials, and site cleanup, came to \$116,853.30.

The Fiscal Year 2021-22 Budget has a line item for leak repairs.



## Board Memorandum

May 12, 2022

**To:** General Manager

**From:** Tamara Sexton, Finance Manager

**Subject:** CalPERS Contributions and Employee Handbook Update

---

**Objective:** Update the District's Employee Handbook.

**Action Required:** No action necessary; for information only.

**Discussion:** Camrosa's Employee Handbook update will incorporate additions and revisions to various personnel policies.

On June 24, 2021 the Board of Directors adopted a resolution requiring existing Classic employees hired before July 1, 2021 to begin contributing one percent per year of their share of CalPERS contribution and, and to provide those employees a discretionary offset of one percent.

CalPERS requires a newly adopted resolution when the board implements a change in the contributions. The board is considering increasing the Classic employees share of their contribution from one percent to two percent effective June 25, 2022 and increasing the discretionary offset to two percent. Any classic employees hired after July 1, 2021 will continue to pay the full seven percent of the employee's CalPERS retirement contribution and will not be eligible for the Discretionary Offset.

The ramp down of the District's contributions to CalPERS on behalf of existing Classic employees and the increase of the Discretionary Pay described above will be taken to the board on a yearly basis and evaluated as part of the budget process until the employees' payment of their contribution and the Discretionary Offset reach the maximum of seven percent.

The Performance Evaluation and Incentive Policy was last adopted June 24, 2021 and expired June 30, 2021. Staff is returning to the board with a proposed incentive policy for implementation of the July 1, 2022 through June 30, 2023 annual performance reviews.

Attached for your review is the Employee Handbook with recommended changes/edits in redline. Staff will provide a briefing and go over all recommended changes at the board meeting.





# Employee Handbook



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## **Welcome**

Welcome to the Camrosa Water District, where our mission is to provide reliable, high-quality, and affordable water and sanitary services. The employees of the Camrosa Water District have created a dynamic work environment where individual expertise and innovation are utilized and rewarded, and personal growth is encouraged. At Camrosa, we believe in personal responsibility and accountability; all employees are expected to perform their duties with minimal supervision.

Contained in these pages are the policies governing employee conduct, regulating the use of District resources, and enumerating employee privileges and benefits. You will find that our policies on employee conduct basically follow the rules of common sense, but for purposes of clarity and certainty, they have been codified here. Since it would be impossible to foresee every different situation and circumstance, it is assumed that the employee will defer to the rules of common sense, and ask a manager when in doubt. Additionally, circumstances will undoubtedly require that guidelines, practices, and benefits described in this Handbook change. Accordingly, we must reserve the right to modify, supplement, or rescind any provision of this Handbook from time to time, as deemed necessary. You will, of course, be advised of changes that occur and those changes to the handbook will be made in writing.

Perhaps the most useful function of this handbook will be as a reference for the employee when they have a question as to their rights and benefits. Contained herein are the policies regulating benefits such as annual leave, holidays, bonuses, etc. This version supersedes all previous versions and is not all-inclusive.

Finally, this handbook lists policies that govern the use of District resources such as telephones, computers, vehicles, and the like.

Please keep a copy of this handbook for your reference.

## **Camrosa Water District History**

Camrosa Water District (Camrosa or District) was formed in 1962 under the County Water District Law of the State of California. At that time, we were known as Camarillo County Water District and operated out of a small building on the grounds of the old County Fire Station 54 on Ventura Boulevard. A loan from the U.S. Bureau of Reclamation provided the funds to construct the “backbone” of our system consisting of a distribution grid, ten metering stations, and ten steel reservoirs. Construction began in 1966, and our name was changed to Camrosa County Water District, utilizing the “Cam” from Camarillo and the “Rosa” from Santa Rosa Valley. In 1988 we simplified our name once more, to the Camrosa Water District.

At the completion of initial construction in 1968, we were primarily an agricultural water purveyor, with 90 percent of our production used for that purpose. Slowly but steadily, as more land was annexed to the District, we grew to encompass and serve over 31 square miles of land at elevations ranging from 40 to 1,100 feet above sea level.

Our customer base continued to grow, and during the 1980s, the use of domestic water surpassed the use of agricultural water. By 1999, domestic consumption accounted for about 75 percent of water production. When the Conejo Creek Diversion project brought non-potable surface water online in 2003, many of the remaining agricultural users of potable water were transferred to that new system, and new non-potable irrigation customers were added.

Today, the District provides a variety of services to a diverse customer base: roughly 34,000 residents in unincorporated Ventura County and the cities of Camarillo, Moorpark, and Thousand Oaks; four primary schools and California State University Channel Islands (CSUCI); light industry; shopping centers; and a variety of users in between. Approximately 40 percent of the water we produce still goes to agricultural customers.

Camrosa also provides wastewater service to the portion of the City of Camarillo that is within our boundaries. It's only about 20 percent of our service area, but constitutes about half the District population. In 1979, the District purchased the wastewater treatment plant on the grounds of the Camarillo State Hospital, now the site of CSUCI. Plant operation was contracted out until 1996, when District personnel began operating it during the construction of the new Camrosa Water Reclamation Facility, which began operation in 1997. Originally designed to treat 1.45 MGD, the plant was expanded to 2.25 MGD in 2016. The CWRF produces Title-22 certified recycled water, which is used by CSUCI and local agriculture customers. Our goal is to use 100 percent of our recycled effluent, and we've done that, without discharging to the Conejo Creek, since 2005.

Over the last 20 years, self-reliance has been the watchword at Camrosa. The cost of imported water continues to rise, and the infrastructure that brings it to us becomes ever more vulnerable, due to its age, earthquakes, litigation and environmental legislation on the Sacramento-San Joaquin Delta, increased demand, and the vagaries of climate. In light of all this, Camrosa pursues all feasible alternatives to imported water; in addition to the Conejo Creek diversion and the CWRF, Camrosa has developed significant groundwater production, with wells in the three basins and the perched aquifer the District overlies. In 2014, we constructed a 1 MGD brackish groundwater desalination facility, reducing our dependence on imported water by ten percent. In 2016, a new well was constructed and another that had been out of service for 20 years was brought back into service. At least two more wells, another brackish groundwater desalter, and the infrastructure to take full advantage of these facilities are expected to be built by 2025.

Landmark groundwater legislation was passed in 2014 requiring Camrosa to take on greater responsibility for the stewardship of our groundwater basins, and the severe drought of the mid-Twenty-Teens forced historic statewide regulations. Camrosa approaches such challenges as opportunities, and looks forward to leveraging them as ways to increase our self-reliance.



**Camrosa Water District Mission Statement**

The Mission of Camrosa Water District is to meet the current and future needs of the community for water and sanitary services. Our products and services will be reliable, affordable, responsive and of high quality. At the same time, the District will prudently manage and maintain the District's assets, honor the public's trust, and maintain public awareness and confidence in the District's activities.

## Introduction to Employment

### A. Open Door Policy

Camrosa promotes an atmosphere in which employees can talk freely with management. Employees are encouraged to openly discuss with their manager any problems so that appropriate action may be taken. If they cannot be of assistance, the General Manager is available for consultation and guidance. Our vision is to have the District staffed by an honest, enthusiastic, highly competent, and focused team, who find their work challenging and enjoyable.

### B. Equal Employment Opportunity

It is the continuing policy of Camrosa to provide equal employment opportunities for all individuals who have the necessary qualifications with respect to recruitment, hiring, performance appraisal, promotion, training, termination, compensation, or other personnel-related activities, regardless of the actual or perceived ancestry, race, color, religion, sex, gender, gender identification, gender expression, national origin, disability, medical condition, marital status, age, genetic information, sexual orientation preference, or veteran/military status. All employee decisions will be based upon policies and practices that further the principles of equal employment opportunity.

Every member of management is held responsible for assuring non-discrimination in employment opportunities. In addition, all staff members, regardless of position, share in the responsibility of maintaining a discrimination-free work environment.

### C. At-Will Employment

All Camrosa employees have the status of “employee-at-will,” unless he or she is employed under a written contract stating otherwise. Any employee may resign at any time and Camrosa may terminate an employee at any time, with or without cause. At the end of the Employee Handbook is a copy of an “at-will” employment agreement that must be signed and returned. An additional copy is provided for your records.

Any offer of employment will be conditioned upon a designation of “medically qualified” through a pre-employment physical exam, completion of a background check, reference checks, and other conditions set forth in the offer letter.

### D. Employee Classifications

1. **Full-Time Employees:** Employees who work at least thirty-two (32) hours per week or are on a fixed salary.
  - a) **Non-Exempt/Hourly Employees:** Employees who are paid wages for each hour worked and are eligible to receive overtime pay.
  - b) **Exempt Employees:** Employees who are paid on a salary basis for work performed with no overtime pay. Exempt employees are expected to work those hours necessary to complete their duties and responsibilities.
2. **Part-Time Employees:** Employees who are assigned a variable work schedule that may extend up to thirty-two (32) hours per week. Part-time employees are ineligible for District-sponsored health benefits but are eligible for Social Security or California Employees Retirement System (CalPERS) benefits after working 1,000 hours on the District’s payroll in a fiscal year.

3. **Temporary Employees:** Employees who hold jobs intended to be of limited duration developed from special projects, abnormal workloads, or emergencies. Temporary employees are ineligible for District-sponsored health benefits but are eligible for Social Security or CalPERS benefits after working 1,000 hours on the District's payroll in a fiscal year.
4. **Part-Time Student Employees:** Employees who are students at approved institutions of learning (colleges, universities, trade/vocational schools, institutes of technology, etc.). Student Employees must be enrolled as full-time students (as defined by their institution) and must maintain a grade point average of 2.0 or higher. Students may take one (1) term (semester, quarter, session, etc.) off from school per year, but may do so only after successfully completing two (2) consecutive terms. Availability of work hours is at the discretion of the Student Employee's supervisor or manager, and the Student Employee is considered an "at-will" employee. This opportunity expires three (3) months after the date of the student's graduation, or three (3) months after the date of the last ~~class, if~~class if the student is not enrolled in the upcoming term. Part-Time Student Employees are ineligible for District-sponsored health benefits but are eligible for CalPERS benefits after working 1,000 hours on the District's payroll in a fiscal year.

## E. Work Hours

~~The standard work week begins at 12:01 a.m. Saturday and ends at 12 midnight the following Friday. The normal work hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., or 7:30 a.m. to 4:30 p.m., depending upon operational requirements. Since Camrosa is a service organization, normal work may fluctuate based on business demands. As a general rule, departments are to be manned from 8:00 a.m. to 5:00 p.m., with the exception of the lunch break provided. If changes in your work schedule are required or desired, your manager will notify you or respond to your request at the earliest opportunity. You may be required to work overtime or hours other than those normally scheduled. It is Camrosa's intent to allow you maximum flexibility in scheduling your time while still meeting the needs of the District. The General Manager has the authority to modify individual work schedules on a case-by-case basis as needed.~~

## F. Attendance

Camrosa relies on you to fulfill our mission statement. In doing so, you must routinely interact with other staff, customer, vendors, and the general public to effectively meet these objectives. Good attendance is essential to providing these objectives and is an indicator of effective employee performance.

It is recognized that you will have periodic absences for illness or personal matters, but recurring and excessive absences and/or tardiness adversely affects productivity, morale, workflow, and service and directly impacts Camrosa's ability to meet its challenging goals.

The professionalism that you bring to your position and Camrosa is valued, and it is anticipated that you will manage your own good attendance. There are occasions, however, when attendance guidelines are beneficial and necessary to direct employees and managers.

The guidelines are intended to be straightforward and concise. They are subject to management discretion and allow for flexibility in addressing individual attendance situations. Your manager will consider State and Federal laws, family and medical leave issues, the demands of different work units, Camrosa's policy, your performance, your

attendance history, and individual circumstances when assessing appropriate steps to correct attendance problems.

Camrosa intends to maintain a positive environment that supports its goals while recognizing individual needs and circumstances. If attendance issues arise, please speak with your manager who can discuss the impact of your attendance on Camrosa's goals and your individual performance.

If you fail to report to work for three consecutive workdays without notice or approval by your manager, Camrosa may consider that you have abandoned your job and your employment may be terminated.

## **G. Rest and Break Time**

Full-time (40-hour/week) non-exempt employees are provided two paid 10-minute rest periods per day for every four hours worked. Less than 40-hour/week employees should clarify with their manager appropriate rest and break times. It is the employee's responsibility to take breaks.

Camrosa allows a 1-hour lunch break. There may be instances when a lunch break shorter than 1-hour is necessary, and/or circumstances that prevents an employee from taking a break from all duties. In those instances, the District may provide an on-duty meal period. On-duty meal periods may be allowed with written approval from a supervisor on a case-by-case basis. On-duty meal periods will be paid.

Rest periods or breaks may not be accumulated or added to a lunch hour, annual leave or to other forms of leave.

## **H. Access to Personnel Records**

Employee files are confidential and are to be treated as such. Access to employee files is limited to the following:

### **1. Persons Other Than the Employee**

Other employees of Camrosa may have access to personnel files only if they have a "need to know." This means access is limited to:

- Administrative Department staff as they need access in the course of their normal duties;
- Management considering an employee for promotion or transfer into their departments; and
- Others only as specifically authorized by the General Manager.

### **2. The Employee**

You may inspect your own personnel file in the presence of the General Manager. You may, with a written request, designate a representative to inspect/receive a copy of your personnel file.

## **I. General Manager**

The Board of Directors may agree to modifications or exceptions to any of the policy requirements, prohibitions, and/or benefits as established in the Employee Handbook as they pertain to the General Manager. Any terms of employment for the General Manager set forth in writing and duly executed by the Board President on behalf of the Board of Directors shall supersede and override any conflicting provisions of the Employee Handbook.

## **Payroll Administration**

### **A. Time Sheets**

You are required to keep accurate records of all time worked on the forms provided by Camrosa, including time worked over your normal schedule. Annual Leave, sick, jury duty, and holiday time must be entered on the time sheet. Reported overtime (if applicable) must be documented on the time sheet.

Non-exempt/hourly employees are required to record all hours worked and leave taken at the end of each workday. Accurate and timely reporting of employee time and attendance is the responsibility of the employee and his/her immediate supervisor. A non-exempt employee must assume responsibility for accurately reporting his/her hours for each scheduled workday. The supervisor is responsible for reviewing, approving, and reporting all hours worked and any paid time off for that non-exempt employee.

Employees who are exempt (from overtime) are scheduled to be paid eighty (80) hours per bi-weekly period. The exempt employee is to complete time sheets no later than the Friday ending the pay period.

### **B. Paydays**

Paydays are every other Thursday for the two (2) weeks ending the previous Friday. Paychecks are electronically deposited into the bank account(s) specified by the employee and funds are available to the employee on Thursday morning.

### **C. Overtime Pay**

Non-exempt/hourly employees will earn overtime pay for hours worked beyond forty (40) hours in one workweek. Compensation for overtime is paid at the rate of one and one-half ( $1\frac{1}{2}$ ) hours for each hour, or  $\frac{1}{4}$  fraction thereof, of overtime worked. Annual Leave, sick, jury duty, and holiday time count towards hours worked in a work week.

Hours worked which qualify as overtime per the Fair Labor Standards Act (FLSA) are paid in accordance with FLSA.

An employee must receive prior approval by the supervisor to work overtime.

### **D. Standby Duty**

Standby duty is for the purpose of having someone available on call that has the knowledge of the District's operations and can take appropriate action as may be required. Standby duty is assigned for periods outside of normal working hours. An employee is assigned this standby duty in addition to his or her regular working hours. Periods of standby duty shall be assigned by the supervisor.

#### **1. Standby Duty:**

Standby duty begins at the start of the workday at 7:30 a.m. each Monday and ending at the start of the working day at 7:30 a.m. the following Monday.

Any change to the scheduled standby duty, must receive prior approval by the supervisor.

**2. Compensation:**

Employees will receive a stipend of \$13.72 plus one and one half (1 ½) hours per day of standby duty worked. Therefore, each employee will have his/her own stipend rate based upon the employees' current hourly rate.

The District shall pay employees a minimum of two (2) hours, at an overtime rate of pay, each time an employee responds to a call out during a standby duty assignment, whether or not the actual time required to do the work is less than two (2) hours, and regardless of the number of times the employee is called out during their standby duty. If multiple call outs are made within the same two (2) hour timeframe, the employee will receive only two (2) hours of overtime pay.

**E. Wage Garnishments**

A wage garnishment requires Camrosa to remit part of an employee's wages to a third party in payment of a just debt. Camrosa will comply with any and all court orders related to wage garnishments.

**F. Payroll Deductions**

State and Federal laws require Camrosa to make proper deductions on its employees' behalf. Amounts withheld vary according to earnings, marital status, and number of exemptions claimed.

Required deductions for full-time employees include Federal Income Tax, FICA "Medicare Only" Contribution, State Income Tax, and CalPERS. Part-time, Temporary, and Student deductions include Social Security or CalPERS, after working 1,000 hours on the District's payroll in a fiscal year, in addition to Federal Income Tax, FICA "Medicare", and State Income Tax.

**G. Direct Deposit**

Direct Deposit of employee paychecks is mandatory, and deposits may be divided between several banking institutions. A voided check or savings account deposit slip must be provided for inclusion in the payroll process.

**H. Changing/Updating Employee Information**

A current address and phone number are essential for many purposes. These changes should be noted in writing or via email as soon as possible. Each employee is solely responsible to notify Camrosa of changes in his or her personal status including, but not limited to:

1. Name and/or marital status;
2. Address and/or telephone number;
3. Number of eligible family members;
4. Tax payroll deductions;
5. Emergency contact information; and/or
6. Changes to deferred compensation.

## I. Deferred Compensation

457 Plan: The District has established an Internal Revenue Code (IRC) Section 457(b) eligible deferred compensation plan called the *Camrosa Water District Deferred Compensation Plan* (the “457 Plan”). All full-time Camrosa employees are eligible to make voluntary pre-tax contributions to the 457 Plan. Contributions are deposited in one or more investment fund options.

CalPERS 457 Roth Plan: The District has established 457 Roth Plan as part of the CalPERS 457 Plan. Employees can make after-tax contributions to their CalPers 457 Plan. The advantage of a Roth is that in the future, employees can withdraw the money tax-free if the money is kept in the Roth account for a least a five-year period and employees are at least 59 ½ or have a triggering event (severance from employment, reach 70 ½, disability, or death).

Profit-Sharing Plan: The District has also established a Section 401(a) profit sharing plan called the Camrosa Water District Profit-Sharing Plan (“Profit-Sharing Plan”). The Profit-Sharing Plan provides that exempt employees are required to contribute five percent (5%) of their compensation to the plan as a condition of participation, ~~and those exempt employees who elect to become participants do not have the right to discontinue or vary the rate of the required contribution after becoming participants.~~ Contributions made by exempt employees ~~who become participants are then~~ “picked up” by the District on behalf of those employees under Section 414(h)(2) of the IRC. For more information about the Profit-Sharing Plan, please see the Summary Plan Description.

~~Camrosa is a member of (CalPERS). Social Security deductions are only made to part time employee paychecks who have not met the minimum CalPERS hours requirement.~~

## J. Retirement Benefits

Camrosa is a member of CalPERS. Social Security deductions are only made to part-time employee paychecks who have not met the minimum CalPERS hours requirement.

## K. Medicare

Required Medicare deductions will be made to all employee paychecks.



## **Performance Evaluation and Incentive Policy**

### **A. Purpose**

The purpose of the Performance Evaluation and Incentive Policy is to state the District's philosophy on the classification and compensation of all staff members and establish a sound system of performance evaluation and incentive salary policy; to develop and maintain a highly skilled and productive work force to carry out the services provided by Camrosa; and to offer Camrosa's staff an opportunity to advance their skills and demonstrate their abilities.

### **B. Performance Reviews**

Camrosa maintains a policy of evaluating your job performance as a means of measuring the efficiency and effectiveness of operations and providing you with meaningful information about your work. Effective performance reviews also aid in making personnel decisions related to such areas as training, merit pay increases, promotion, job assignments, retention, and long-range planning. The process is intended to be participatory in nature, involving you and your manager.

The process is designed to be as objective as possible, focusing on overall performance in relation to job duties and responsibilities, and also take into account core expectations of the District. In addition, special written performance reviews may be conducted by your manager at any time to advise you of the existence of performance or disciplinary problems. The use of such a system does not waive either Camrosa's or your right to terminate employment at any time with or without cause.

Performance Reviews will be conducted for each employee by the employee's supervisor and/or manager at the end of each fiscal year. The General Manager will review all Performance Reviews. The employee may request a meeting with the General Manager regarding the review and to discuss further action.

### **C. Promotions and Salary Adjustments (All Employees)**

The annual Performance Review will be used to determine if a promotion and/or salary adjustment is appropriate.

The Performance Review will be conducted for each employee by the supervisor(s) or manager and the General Manager, no less than every year beginning with the first month of each fiscal year. More frequent reviews may be necessary on a case-by-case basis. An employee may request a salary review at any time. Granting a requested review is at the discretion of the General Manager.

Consideration for promotion or salary adjustment will be based upon demonstrated trends over a series of evaluation criteria. The level of compensation for the salary adjustment or promotion will be based upon the employee's job performance, job market, and the determination of the General Manager. Salary adjustments or promotions shall not exceed ten percent in any fiscal year for any employee, without prior approval of the Board of Directors.

**D. Discretionary Bonus (All Employees)**

At its discretion, the Board of Directors may approve an annual bonus. This discretionary bonus is non-reportable to CalPERS. The percentage amount will be determined yearly by the Board and approved as part of the yearly budget. The bonus amount will be based on employees' annual base pay prior to their last pay increase.

**D.E. Non-Exempt (Hourly) Employees Matching Contributions**

Performance Reviews:

~~—Incentive Compensation/Annual Leave Credits:~~

~~This program ends on June 30, 2021 but will be used for the evaluation period from July 1, 2020 to June 30, 2021.~~

~~Incentive Compensation will be considered each fiscal year and be based on each employee's Annual Performance Review. There is no guaranteed incentive compensation. When an employee exceeds expectations, he or she is eligible for incentive compensation, provided as Annual Leave Credits. Annual Leave Credits may be applied to the employee's Annual Leave account and used as regular Annual Leave or converted to regular pay. A request for conversion will be approved in an amount equal to the total credits received in the current fiscal year. This policy is independent of the existing Annual Leave Buy-Out Policy. However, an employee still may not convert Annual Leave Credits below 40 hours. The maximum Annual Leave Credits which may be awarded in any one-year period are 120 hours. Current maximum accrual levels will be maintained. Annual Leave Credits exceeding the accrual limits will automatically be converted to regular pay.~~

**Matching Contribution:**

~~This program ends on June 30, 2021 but will be used for the evaluation period from July 1, 2020 to June 30, 2021.~~

~~Effective July 1, 2022, w~~When a non-exempt employee has been awarded a Discretionary Bonus~~Annual Leave Credits~~, the District will match, on a dollar-for-dollar basis, the employee's contributions to the 457 Plan, up to \$2,500 or the amount of the Discretionary Bonus, whichever is less.~~or the amount of leave credits awarded, whichever is less.~~ The amount matched will be contributed to the employee's 457 Plan.

**E. ~~Exempt (Salaried) Employees~~P**

~~Exempt employees are not entitled to participate in the Annual Leave Credit Program. Instead, each exempt employee will receive an additional 40 hours of Annual Leave at the beginning of each fiscal year, in addition to the Annual Leave benefit as outlined in Section K of the Employee Benefits portion of this handbook. Exempt employees may only convert up to 40 hours of the additional Annual Leave given at the beginning of the fiscal year into regular pay, but only at the time it is received. Current maximum accrual levels will be maintained. If the additional 40 hours of Annual Leave causes the employee to exceed the accrual limits, anything above the accrual limit will automatically be converted to regular pay at the time the additional 40 hours is received.~~

~~In addition, the District will "pick up" the employee's five percent of compensation mandatory contribution to the Profit Sharing Plan, as permitted under IRC Section 414(h)(2). See the description of the Profit Profit Sharing Plan under Section I of the Payroll Administration portion of this handbook. The five percent of compensation is a mandatory contribution required to be made by exempt employees is a condition of participation in the Profit Sharing Plan, and those exempt employees who elect to become participants do not have the right to discontinue or vary the rate of the required contribution after becoming participants. and is~~

**F. Funding**

Total funds available for the discretionary bonus incentive pay and salary adjustments shall be determined each year by the Board of Directors. The Board of Directors will have the sole discretion to approve or disapprove ~~may elect to provide no~~ funds for the discretionary bonus~~incentive~~ or salary adjustments if the economic conditions of the District dictate.

**G. Policy Review**

This policy shall be renewed annually by the Board of Directors. The General Manager will provide the Board with a report on the success of this policy and any recommended modifications.

The policy will lapse unless the above is satisfied and the Board of Directors adopts a resolution reinstating the policy by July 1<sup>st</sup> of each year.

## Employee Benefits

### A. Introduction

Camrosa has developed a broad, comprehensive set of employee benefit programs to supplement regular wages. Camrosa is continually identifying opportunities to improve its benefits as budget limitations permit.

These employee benefit programs consist of two categories: insured and uninsured. Insured benefits are those that Camrosa pays for through an outside source. Examples of these benefits are Medical, Dental, Life and Short-Term and Long-Term Disability insurance.

Examples of uninsured benefits are Annual Leave, Sick Leave, and Holiday Pay. These are benefits that are paid for directly by Camrosa and are available to employees with conditions and specifications summarized in the following pages.

### B. Group Insurance Plans

Presently, Camrosa provides group major medical, dental, and vision insurance for the individual employee, at no cost to the employee. Additional employer-paid benefits include life insurance and short-term and long-term disability. Brochures and enrollment forms are provided during employment orientation.

Eligible employees are defined as regular full-time employees.

Eligible dependent is defined as the following:

1. Spouse;
2. Children to their 26<sup>th</sup> birthday including children placed in the home for adoption;
3. Unmarried children who were enrolled before age 26 and are incapable of self-sustaining employment due to a physical or mental condition. *A physician must certify in writing within 60 days this condition and it is subject to carrier approval;*
4. Children eligible for coverage as a result of a valid qualified medical child support order;
5. Domestic Partner as defined by the State of California for state registration requirements; or
6. Those designated according to the law.

For an eligible dependent to be eligible for coverages, a copy of a marriage license, State of California Declaration of Domestic Partnership form (NP/SF DP-1), birth certificate, or other identifying paperwork is required.

***NOTE: It is the employee's responsibility to notify Camrosa in writing upon divorce, termination of Domestic Partnership, coverage dependent, or any event that changes the status of dependency.***

The following is a brief description of the plans available and is not meant to replace the actual wording of the policy, which makes the final determination of the benefits to be provided. ***The specific plans and carriers may change from time to time.***

## C. Medical

1. Persons Eligible: Regular full-time employees and their eligible family members.
2. Waiting Period: First day of the month following the start of full-time employment.
3. Employer Contribution: 100 percent of the employee-only premium; 90 percent of the difference between the cost of the employee-only medical plan and the employee-plus-one or family plan. The total cost of employee's benefit is based on current rate of the HMO or PPO policy.

The District will deposit the following amounts into the Health Savings Account (HSA) of first-time enrollees in the Consumer Driven Health Plan (CDHP).

<u>Anthem CDHP Contribution</u>	<u>This is:</u>
Individual: \$1,300	\$200 less than \$1,500 deductible
Two-party: \$2,600	\$400 less than \$3,000 deductible
Family: \$2,400	\$600 less than \$3,000 deductible

Upon the second calendar year of participation in the CDHP the District will make contributions to the employee's HSA on a bi-weekly basis. **Recipients must be eligible to contribute to an HSA, in order to receive the employer contribution. Due to IRS restrictions, those enrolled in Medicare may not contribute to HSA.** (See IRS Publication 969 for detailed information about Health Savings Accounts).

Participants have the option to switch medical plans each year during Open Enrollment.

The District reserves the right to review, revise and alter the District's contribution to HSAs at the discretion of the Board of Directors.

### 4. Providers:

**Anthem Blue Cross Classic:** A preferred provider organization (PPO) plan.

**Anthem Blue Cross California Care:** A health maintenance organization (HMO) plan.

**Anthem Blue Cross Consumer Driven Health Plan:** A high deductible health plan and health savings accounts (HSA).

5. Benefits Provided: Login to [www.jpia.bswift.com](http://www.jpia.bswift.com) for details.
6. Where to File Claims: Contact (800) 284-2466 for claim and eligibility inquiries.

## D. Dental

1. Persons Eligible: Regular full-time employees and their eligible dependents.
2. Waiting Period: First day of the month following the start of full-time employment.
3. Employee Contribution: None.
4. Employer Contribution: Total cost for employee and eligible family members.
5. Provider: Delta Dental Plan of California (PPO).
6. Benefits Provided: Visit [www.deltadentalins.com](http://www.deltadentalins.com) for detailed information.
7. Where to File Claims: All participating dentists have claim forms and will file directly with Delta Dental. For claim inquiries call (888) 335-8227.

**E. Vision**

1. Persons Eligible: Regular full-time employees and their eligible dependents.
2. Waiting Period: First day of the month following the start of full-time employment.
3. Employee Contribution: None.
4. Employer Contribution: Total cost for employee and eligible family members.
5. Provider: Vision Services Plan.
6. Benefits Provided: Visit [www.vsp.com](http://www.vsp.com) for detailed information.
7. Where to File Claims: All participating eye care providers have claim forms and will file directly with Delta Dental.

**F. Life Insurance**

1. Persons Eligible: Regular full-time employees.
2. Waiting Period: None.
3. Employee Contribution: None.
4. Employer Contribution: Employer paid.
5. Provider: Symetra Life Insurance Co.
6. Benefits Provided: \$25,000 term life policy.
7. Where to File Claims: Surviving family member should contact Camrosa.

**G. Long-Term and Short-Term Disability**

1. Persons Eligible: Regular full-time employees only.
2. Waiting Period: First day of the month following 90 days active employment.
3. Employee Contribution: None.
4. Employer Contribution: Employer paid.
5. Provider: UNUM.
6. Short-Term Benefits Provided: Short-term disability insurance provides an employee with income protection in the event he or she becomes temporarily disabled from a covered sickness, accident, or pregnancy. The waiting period is 14 days from disability (Annual Leave may be used during this time). The maximum benefit period is 11 weeks. Benefit amount is 60 percent of the employee's regular weekly earnings, to a maximum benefit of \$1,000.00 per week. *See policy for complete details.* Annual Leave may be used to make up the additional 40 percent of lost income.
7. Long-Term Benefits Provided: Long-term disability insurance provides the employee with income protection after the short-term disability insurance ends and could continue to age 65 dependent on a strict interpretation of "total disability". Benefits amount to 60 percent of basic monthly earnings (less other income benefits) to a maximum of \$4,000.00 per month.
8. Where to File Claims: Visit [www.unum.com](http://www.unum.com) for detailed information.

## H. COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) was enacted to protect employees and their eligible family members by allowing them to continue their group health insurance under the employer's plan at affordable group rates. Employees are notified at hiring of their rights under this law and it is the employee's responsibility to notify Camrosa of any qualifying event (defined below) within 60 days of the event. Specifics of COBRA include:

1. **Qualifications:** Any employee/eligible family member who loses regular group eligibility because of a qualifying event is eligible for enrollment under COBRA.
2. **Qualifying Event:** Qualifying event is defined by COBRA regulations and includes loss of coverage due to: termination of employment; reduction of hours; death of employee; employee's Medicare entitlement; divorce or legal separation; child ceasing to be eligible; bankruptcy of employer; and expiration of leave criteria.

***It is the employee's or eligible family member's responsibility to inform Camrosa within 60 days when a qualifying event takes place.***

3. **Selection Period:** Camrosa will send written notification, to the employee/eligible family member of their right to elect continued coverage, the election period, and premium payments.
4. **Cost:** The employee/eligible family member must pay a full monthly premium for each coverage selected plus a two percent administrative charge to Camrosa by the first day of each month that the premium(s) is due.
5. **Coverage Available:** At the time of the qualifying event, whichever health insurance the employee/eligible family member is enrolled in (Anthem Blue Cross, Delta Dental, and Vision Plan) will be considered the coverages available.
6. **Open Enrollment:** COBRA continuees have the same rights under the plan as active employees. This includes rights during open enrollment periods. When an open enrollment period occurs, COBRA continuees must be informed of their rights.

The Open Enrollment Notification should inform COBRA continuees of the open enrollment period, the options available during the open enrollment period, and the monthly premium rates for those options. It defines COBRA continuees as possible electees, electees, and continuees. ("Possible electees" are individuals in their 60-day election period; "electees" are individuals who have elected but have not yet paid; and "continuees" are individuals who have elected and paid.)

**Special Note:** There can be no interruption of coverage under COBRA.

## I. Workers' Compensation Program

Camrosa provides Workers' Compensation coverage. This coverage protects the employee if he or she is injured or becomes disabled on the job. It also provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work related injuries. Workers' Compensation payments begin from the first day of hospitalization or after the third day following the injury if the employee is not hospitalized.

The cost of this coverage is completely paid for by Camrosa. Accumulated annual leave may be used for the three-day waiting period, and to bring the employee's compensation up to, but not greater than, the employee's regular gross pay, at the discretion of the General Manager. Employees needing follow-up medical appointments will be charged the time off

from their accumulated annual leave. Any overpayment of benefits will require reimbursement to Camrosa. Workers' Compensation leave will run concurrently with other appropriate leaves such as Family Leave.

If an injury occurs while working, the employee must immediately report such injuries to his or her manager, or another manager, regardless of how minor the injury might be. Any questions regarding workers' compensation coverage should be directed at Payroll.

## **J. CalPERS Retirement**

Rather than Social Security, the District offers to its eligible employees a retirement plan under CalPERS. Due to the Public Employees' Pension Reform Act (PEPRA), effective January 1, 2013, there are two (2) tiers of employees: Tier 1 (those employed before January 1, 2013), and Tier 2 (those employed on or after January 1, 2013 who had no prior membership in any California Public Retirement System or reciprocal agency within the last six months prior to employment).

**1. Persons Eligible:** Regular full-time employees, part-time employees reaching CalPERS' minimum hour requirement, and employees already a CalPERS member.

**2. Waiting Period:** Eligible from the first day of employment.

**3. Employee Contribution:**

- a. Tier 1:** Prior to June 26, 2021, the District paid and reported the entire employee's share of CalPERS contribution to CalPERS for full-time and eligible part-time employees. As of June 26, 2021, the District will start ramping down the amount the District contributes to the CalPERS retirement plan on behalf of existing Tier 1 "Classic" employees (employees in CalPERS prior to January 1, 2013). This currently amounts to approximately 7 percent of the employee's salary. This amount will be reduced 1 percent per year until the District is no longer making the employee's contribution and the employee will then be paying the full 7 percent.

As of June 26, 2021, the Board will provide existing Tier 1 employees a Discretionary Offset. It will be 1 percent of the employee's pensionable compensation. The Discretionary Offset will increase 1 percent per year until it reaches the maximum of 7 percent. The Discretionary Offset is not pensionable compensation.

The ramp down of the District's contributions to CalPERS on behalf of existing Classic employees and the increase of the Discretionary Pay described above will be taken to the board on a yearly basis and evaluated as part of the budget process until the employees' payment of their contribution and the Discretionary Offset reach the maximum of 7 percent.

Tier 1 "Classic" employees hired on or after July 1, 2021 will pay the full 7 percent of the employee's CalPERS retirement contribution and will not be eligible for the Discretionary Offset.

- b. Tier 2:** Employee contributes approximately 50 percent of the total annual normal cost as determined by CalPERS' annual actuarial valuation report.

**4. Vesting Provisions:** Employees become vested after completion of five (5) years of service with Camrosa, or another public employer who participated in CalPERS or participates in reciprocity. Vesting means funds may be left on deposit for future retirement. Employees who leave the District and opt to withdraw their contributions



may request a refund from CalPERS. The employer contributions are only paid upon retirement.

5. **Benefits Provided:** Employees are eligible to retire when they obtain five (5) years of service credit and have attained age 50 (Tier 1) or age 52 (Tier 2). The retirement date can be any date; however, the amount of the monthly allowance can be affected.

The employee's age determines the benefit factor used in the retirement formula. Therefore, the employee may opt to retire on his or her birthday, or at a completed quarter year of age, to increase the benefit factor. CalPERS will calculate the retirement benefits based on three (3) factors: (1) years of service; (2) a percentage factor determined by the age at retirement; and (3) the final average monthly pay rate for the highest 36 months. There is no mandatory retirement age.

6. **CalPERS Options:** The District's contract includes several options and benefits for its employees, briefly described below:

- a. **2% @ 55 (Tier 1):** This formula provides local miscellaneous members two percent of pay at age 55 for each year of service credited with that employer. For members who retire earlier, the percentage is reduced.
- b. **2% @ 62 (Tier 2):** This formula provides local miscellaneous members two percent of pay at age 62 for each year of service credited with that employer. For members that retire earlier, the percentage is reduced.
- c. **Three-Year Final Compensation (Tier 1 and Tier 2):** The period for determining the average monthly pay rate when calculating retirement benefits would be for the 36 highest-paid consecutive months (three years).
- d. **1959 Survivor Benefit, Third Level:** Camrosa has included a provision called the 1959 Survivor Benefit in its contract with CalPERS. This benefit is available to employees not covered under Social Security. The 1959 Survivor benefit is paid along with the other death benefits, whether or not the employee was eligible to retire at the time of death.
- e. **Military Service:** An optional benefit included in Camrosa's contract with CalPERS allows for the inclusion of Military Service in the service credit calculations in some instances.

***For more detailed information, refer to the CalPERS website, [calpers.ca.gov](http://calpers.ca.gov).***

Employees nearing retirement are urged to participate in retirement pre-counseling and planning offered by CalPERS. It is recommended that notice to CalPERS be given at least 90 days in advance of planned retirement (as does Social Security for any previous services). However, Camrosa strongly urges employees anticipating retirement to make their inquiries at least six (6) months to one (1) year in advance to avoid any unnecessary delays.

## **K. Sick Leave: Part-Time, Temporary, Part-Time Student, and Paid Internship Employees**

### **1. Purpose:**

Effective July 1, 2015, the Healthy Workplaces, Healthy Families Act of 2014 requires the Camrosa to provide paid sick leave to employees not covered by District-sponsored benefits under certain conditions:

### **2. Policy:**

- a) Each Part-Time, Temporary, Part-Time Student, and Paid Internship Employee shall be credited 24 hours of sick leave on July 1. Unused sick leave shall not be carried over to the following fiscal year.
- b) These employees shall be entitled to use accrued paid sick time beginning on the 90<sup>th</sup> day of employment, defined as the number of days worked.
- c) An employee is only allowed to use up to a maximum of three (3) days or 24 hours, whichever is greater, of paid sick leave in a 12-month period.
- d) An employee who uses paid sick leave must use a minimum of two (2) hours.
- e) An employee may use the first three (3) days or 24 hours of accrued paid sick leave in a 12-month period for one of the following reasons:
  - i. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or
  - ii. For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in subdivision (c) of Labor Code Section 230 and subdivision (a) of Labor Code Section 230.1

For the purposes of this section, "family member" is defined consistent with Labor Code section 245.5(c), which generally includes child (including foster, legal ward, and those similarly situated), parent (including spouse's parent, guardian, and those similarly situated), spouse or registered domestic partner, grandparent, grandchild, and sibling.

- f) An employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.
- g) Paid sick leave will not be considered hours worked for purposes of overtime calculation.
- h) An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement, or other separation from employment from the District.
- i) If an employee separates from District employment and is rehired by the District within one (1) year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated. However, if a rehired employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the District before any paid sick leave can be used.

## **L. Annual Leave**

### **1. Purpose:** To allow District employees paid time away from work when:

- a) Employees are ill;
- b) Employees' immediate family members are ill (defined as: employee's spouse, child, or other dependent relative residing in the employee's household);
- c) Maternity leave is requested;

- d) Vacation leave is requested;
  - e) Planned personal leave is needed; and/or
  - f) Emergency situations or urgent personal business arises.
2. **Policy:** An annual leave system has been established to compensate full-time employees while they are out due to illness, emergencies, vacation time, or personal leave.
3. **Procedure:**
- a) Annual leave is accrued bi-weekly commencing with the employee's initial date of hire and is adjusted on each anniversary date according to the schedule below. Absence without pay shall cause said pay period's accrual of annual leave credit to be reduced on a prorated basis.

- b) Regular full-time employees who work at least 40 hours a week accrue annual leave based upon their length of service with the District as follows:

Equivalent Years of Service	Total Days Earned Annual Leave
1-5	20
6	21
7	22
8	23
9	24
10	25
11	26
12	27
13	28
14	29
15 or more	30

- c) Annual leave is prorated for regular full-time employees who work at least 32 hours but less than 40 hours a week.
- d) Other employees who are not classified by the District as regular full-time employees are ineligible to earn any annual leave benefits.
- e) Full-time employees begin to earn annual leave benefits from the date of hire. ~~After employees have satisfied all applicable eligibility conditions to use annual leave benefits, Employees must have they can schedule vacation with~~ their supervisor's prior approval before taking leave.
- f) Prior supervisory approval of annual leave for vacation purposes for three (3) consecutive days or more must be acquired at least ten (10) days in advance, when possible, before an employee is authorized to utilize paid annual leave.

- g) Supervisory approval shall be given with consideration to seniority rights, the service needs of the District, and the staff available to perform the necessary duties.
- h) Both Supervisory and General Manager approval will be required when use of annual leave reduces the employee's balance below 40 hours.
- i) Full-time employees who separate from employment either voluntarily or involuntarily without having received accrued annual leave benefits shall receive payment of their vested annual leave benefits, including up to the maximum accrual limit at the time they separate from the District.
- j) Once time is earned, non-exempt (hourly) employees can take leave in a minimum of one-quarter hour increments with supervisory approval.
- k) Annual leave must be noted on the time sheet when taken.
- l) When employees use annual leave due to illness, they must:
  - i. Advise their supervisor/manager on the first day of the specific reason for taking the sick time;
  - ii. Advise their supervisor/manager of the probable duration of the leave;
  - iii. Seek their supervisor's/manager's verbal or written approval to use annual leave for this purpose;
  - iv. Keep their supervisor informed of their condition;
  - v. When an employee is absent for more than five (5) consecutive workdays, they shall be required to provide their physician's written release to return to work in order to be entitled to use paid annual leave benefits; and
  - vi. If employees use all of their annual leave benefits and are still ill, they must request a leave of absence without pay.
- m) Once an employee has accrued the maximum number of annual leave hours, indicated below, the employee will not accrue any further annual leave until the employee has used or cashed out some of the employee's previously accrued annual leave per the ~~Performance Evaluation and Incentive Policy Section B-2, or~~ the Annual Leave Buy-Out Policy below. Employees are responsible for reasonable management of their Annual Leave. Employees shall not accrue more than the total annual leave hours as follows:

<u>Years of Service</u>	<u>Maximum Accrued Hours</u>
Less than 5	300 hours
Less than 10	400 hours
10 through 14	500 hours
15 or more	600 hours

n) Annual Leave Buy-Out Policy:

A portion of ~~a non-exempt (hourly) an~~ employee's earned annual leave may be ~~cashed out converted to salary~~ based on the following guidelines:

- i. Once each fiscal year, ~~a non-exempt (hourly)~~ employee shall be allowed to convert a maximum of 40 hours of earned annual leave to regular pay;
- ii. The employee must maintain a minimum balance of 40 hours annual leave:

- iii. The employee must have used a minimum of 50 percent of the amount of annual leave earned in the previous 12 months, or since the last annual leave conversion;
- iv. In the previous 12 months or since last annual leave conversion, the employee must have taken at least five (5) consecutive days of annual leave. An exception can be made for annual leave taken in conjunction with a paid holiday (e.g., four days of annual leave taken in the same week as the Independence Day holiday could be counted as five (5) consecutive days of annual leave for the purposes of this policy);
- v. The employee must have been employed by Camrosa for at least one (1) year; and
- vi. The ~~cash out~~~~conversion to regular pay~~ will be done at the employee's hourly rate at the time of the conversion.

The employee should submit an Annual Leave Conversion Request to his or her supervisor, who will then complete the form and give it to the General Manager for approval, if the employee meets ~~all of~~ the conditions listed above. If the employee does not meet ~~all of~~ the conditions, the form will be returned to the employee with an explanation.

Upon approval, ~~the request will be processed as part of the next payroll. Payroll will prepare a payroll check for the employee within ten (10) working days.~~ The General Manager has sole discretion to approve requests on a case-by-case basis.

## M. Holidays

The District provides for 13 paid holidays for all full-time employees. The following 11 holidays are observed by the District:

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving (two day holiday)  
Christmas Eve  
Christmas Day  
New Year's Eve

In addition to the 11 observed holidays, two (2) days of leave accrual are credited to each full-time permanent employee on July 1<sup>st</sup> of each year in the form of "floating holidays." All floating holidays must be used during the given fiscal year. Any unused floating holidays shall be forfeited if not used by the end of the given fiscal year.

Holiday conditions are as follows:

1. If an observed holiday falls on the employee's regular day off, the employee may opt to take off either the previous or following regular workday, depending on his or her schedule.
2. Holidays that fall on a Saturday will be observed on the preceding Friday. Holidays that fall on a Sunday will be observed on the following Monday, unless otherwise noted.

3. Employees on unpaid leave of absence for any reason at the time of the holiday observance will be ineligible for holiday pay.
4. If a holiday falls during an approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.
5. If an employee works on an observed holiday, the employee shall receive holiday pay and overtime pay based on the number of hours worked.
6. Holiday leave shall be proportionate to the employee's scheduled hours (e.g., an employee who is scheduled to work six hours per day will receive six hours of paid holiday). Part-time employees do not receive holiday pay.

## **N. Jury Duty/Witness Leaves**

1. **Purpose:** Camrosa recognizes its employees' responsibilities to serve on a jury or to appear witness in court and does not want its employees to suffer financial hardship while on a jury/witness leave of absence.
2. **Scope:** This policy is applicable to all regular full-time employees.
3. **Policy:** It is the policy of the District to grant a paid leave of absence, not to exceed 80 hours each fiscal year, to those employees who serve on jury/witness duty. If an employee is requested to serve more than the allowed time, then the employee may use their annual leave benefits.
4. **Procedure:** The base rate of pay shall be paid to all employees given the following conditions.
  - a) The employee who receives a notice or summons in connection with jury/witness duty shall immediately bring the notice to their supervisor on the following scheduled workday.
  - b) The court-provided record(s) of the employee's attendance shall be returned to Camrosa.
  - c) The employee should report for work on those days or parts of days when excused from jury/witness duty or when jury/witness duty does not conflict with the employee's work schedule. The employee and supervisor will determine the frequency that the employee should "check-in" with the supervisor and when the employee is released from jury/witness duty the employee will notify the supervisor as soon as possible.
  - d) The employee will be considered on a paid leave of absence while on jury/witness duty, and for the leave to be approved, the employee must surrender the court-provided pay for attendance to the District. The employee is entitled to keep the daily court-provided one-way mileage pay.
  - e) Time spent on jury/witness duty shall be counted as hours worked for the purpose of computing overtime.
  - f) When the court releases the employee from jury/witness duty, the employee should report for work. Failure to do so shall be considered abandonment of their job and voluntary termination.
  - g) All benefits the employee is entitled to at the time of the jury/witness duty shall continue while the employee is on jury/witness duty leave.

**O. Time Off to Vote**

Pursuant to the provisions of the Elections Code of the State of California, employees who are voters and who do not have sufficient time, outside working hours, to cast their ballots may take time off from work to vote. Although the employee is entitled to take as much time off as is sufficient to cast a ballot, only two (2) hours of actual working time will be compensated. If the employee on the third working day prior to the day of election knows, or has reason to believe, that time off will be necessary to be able to vote on election day, the employee shall give the District at least two (2) working days' notice that time off for voting is desired. Absent such notice, the request may be denied.

**P. Military Leave**

Military Leave, in accordance with Federal law, shall be granted to those employees of a reserve component of the Armed Forces of the United States or National Guard.

If regular, full-time employees are called to active military duty training as members of the Armed Forces, Reserves, or National Guard, they will be assured full pay for military leaves for up to ten (10) working days per calendar year provided that they are ordered for the purposes of military training, encampment, naval cruises, special exercises, or like activity. The employee shall be entitled to receive the difference between their regular rate of pay and the military rate of pay for the first 30 calendar days of any such absence.

If regular, full-time employees are called to active duty during national or state emergencies, as members of the Armed Forces, Reserves, or National Guard, they shall be entitled to receive the difference between their regular rate of pay and their military rate of pay for the duration of their active-duty call.

Military orders must be presented to the supervisor or manager and arrangements for leave made as early as possible for departures.

Should an employee voluntarily or involuntarily leave Camrosa to serve in the armed services, he or she shall be entitled to reinstatement according to State and Federal law in effect at the time of release from active service.

**Q. Unpaid Time Off**

Several types of unpaid leaves of absence are available to eligible employees, or as required by law. The types of leaves that are available include personal, family (includes medical), and military.

1. The following are a summary of the rules and restrictions applicable to leaves of absence:
  - a) All leaves of absence are provided on an unpaid basis.
  - b) When an employee is placed on a personal leave of absence, an effort will be made to hold the position open for the period of the approved leave. However, the District will not guarantee reinstatement after a personal leave of absence.
  - c) The District will attempt to reasonably accommodate employees who are released for partial or modified duty by their treating physician.
  - d) The period that an employee is on a leave of absence is not considered time worked for purposes of determining eligibility for or the amount of certain benefits, such as annual leave. When he or she returns from a leave of absence, the

eligibility and accrual dates will be adjusted forward to reflect the period of the leave.

- e) If a paid holiday falls during the period an employee is on leave of absence, he or she will not be eligible for the holiday pay.
- f) Each employee will be required to pay for the entire cost of group health insurance for (1) the period of any family medical leave or other mandated leave of absence beyond the end of the third calendar month following the month in which the leave begins, and (2) for the entire period of any personal leave beyond the end of the calendar month in which the leave begins. This will be offered through COBRA and employees should notify Payroll to arrange for all necessary payments before leave commences.
- g) Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.
- h) Employees may not be employed or engage in their own business during regular working hours for the District during a leave of absence. While on leave or absence, outside employment during regular District working hours may result in immediate termination.
- i) When an employee is placed on pregnancy disability, family or military leaves of absence, the District guarantees reinstatement to the same or similar job with the same or similar duties, pay, and location unless it would substantially undermine the District's authority to operate the business safely and efficiently.

## **2. Family and Medical Leave (FML)**

The District will grant employees with at least one (1) year of continuous service or a minimum of 1,250 hours, up to 12 weeks of unpaid leave in a 12-month period for family care responsibilities and/or for the employee's own serious medical condition. The purpose of FML is to provide the employee with the right to take time off from work to bond with a child, to care for a family member, or to recover from a serious illness.

It is the employee's responsibility to request FML leave. Requested leave must be submitted before the leave begins. Forms and specific information can be requested from Payroll. When leaves are foreseeable, the employee must provide at least 30 days advance notice. If the leave is not foreseeable, the employee must provide notice as soon as practicable.

### **a) Purpose:**

- i. The birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- ii. To care for the employee's spouse, child, parent, grandparent, grandchild, sibling, or parent-in-law who has a serious health condition;
- iii. To care for the employee's registered domestic partner;
- iv. For a serious health condition that makes the employee unable to perform his or her job;
- v. For any "qualifying exigency" (defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; or an employee



who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member.

Calculating the 12-month Period:

- a. The 12-month period is measured forward from the date the leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended.
- b. Under most circumstances, leave under Federal and State law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of FML in the designated 12-month period.

For a qualifying exigency or leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

**b) Procedure:**

- i. Employees should request use of FML as soon as they realize the need.
- ii. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the District at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operation of the District. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse. If the employee cannot provide a 30-day notice, the District must be informed as soon as is practical.

When both parents are employed by the District, and request simultaneous leave for the birth or placement for adoption or foster care for a child, the District will not grant more than a total of 12 workweeks of family/medical leave for this reason.

- iii. If the FML request is made because of the employee's own serious health condition, the District may require, at its expense, a second opinion from a health care provider that the District chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the District.
- iv. If the second opinion differs from the first opinion, the District may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the District and the employee.
- v. The District requires the employee to provide certification within 15 days of any request for FML, unless it is not practicable to do so. The District may require recertification from the health care provider if additional leave is required. (For example, if an employee needs two weeks of FML, but

following the two weeks needs intermittent leave, a new medical certification may be requested and required.) If the employee does not provide medical certification in a timely manner to substantiate the need for FML, the District may delay approval of the leave, or continuation thereof, until certification is received. If timely certification is not received, the leave may not be considered FML.

**c) Leave to Care for a Family Member:**

If the leave is needed to care for a sick child, spouse, parent, grandparent, grandchild, sibling, or parent-in-law, the employee must provide a certification from the health care provider stating:

- i. Date of commencement of the serious health condition;
- ii. Probable duration of the condition;
- iii. Estimated amount of time for care by the health care provider; and
- iv. Confirmation that the serious health condition requires the participation of the employee.

**d) Leave for Employee's Own Health Condition:**

If an employee cites his or her own serious health condition as a reason for leave, the employee must provide a certification for the health care provider stating:

- i. Date of commencement of the serious health condition;
- ii. Probable duration of the condition; and
- iii. Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

The District will require certification by the employee's health care provider that the employee is fit to return to his or her job.

Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

**e) Pregnancy Disability Leave:**

Any full or part-time employee who is disabled by pregnancy, childbirth, or a related medical condition will, upon request and approval, be granted a pregnancy disability leave (PDL) without pay, not to exceed four (4) months.

An employee who is granted a PDL is required to utilize any accrued sick leave benefits and earned vacation benefits during the period of her leave. Any portion of the leave that occurs after all sick and vacation benefits have been exhausted shall be without pay.

Employees who take time off for pregnancy disability leave and who are eligible for FML will also be placed on FML that runs at the same time as their pregnancy disability leave. Group insurance benefits ordinarily provided by the District will remain in effect until the end of the month in which the leave terminates. Employees are expected to pay the full costs of these coverages thereafter. Employees must make arrangements with Payroll to pay for the cost of such coverages before leave begins.

If PDL is requested, the employee must provide written notification to her manager and the General Manager as soon as possible, at least 30 days in advance, if foreseeable. The notice should specify the commencement date of the leave, the expected duration of the leave, and be accompanied by a signed physician's statement. Payroll will provide appropriate paperwork that coincides with FML.

For employees on PDL, the District guarantees reinstatement to the same or similar job, with the same or similar duties, pay, and location, unless granting such a leave would substantially harm the District's ability to operate the business safely and efficiently. Employees on PDL will be credited with all service prior to the commencement of their disability, but not for the period of their disability.

**f) Health and Benefit Plans:**

The District will maintain coverage under any group health plan for the duration of the leave (maximum of 12 weeks for FML and 16 weeks for PDL) and under the conditions coverage would have been provided had the employee been employed continuously during the leave. If the employee fails to return to work at the end of the leave period, the District has the right to collect from the employee the cost of all health benefit premiums. An employee who returns to work for at least 30 days is considered to have "returned to work."

**g) Substitution of Paid Leave:**

Paid leave will be substituted for unpaid leave in the following circumstances:

- i. Accrued annual leave will be used for any approved FML and PDL qualifying event;
- ii. Accrued annual leave will be used for the care of a family member, if mutually agreed upon by the District and the employee; and
- iii. Accrued sick leave will be used for the birth or placement for adoption or foster care of a child, if mutually agreed upon by the District and the employee.

**h) Reinstatement:**

Under most circumstances, upon return from FML and PDL, an employee will be reinstated to his/her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on FML would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FML will not result in the loss of any employment benefit that the employee earned before using FML.

Reinstatement after FML and PDL may be denied to certain salaried "key" employees under the following conditions:

- i. An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
- ii. The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the District's operations;

- iii. The employee is notified of the District's intent to refuse reinstatement at the time the District determines the refusal is necessary; and
- iv. If leave has already begun, the District gives the employee a reasonable opportunity to return to work following the notice described previously.

For additional information about eligibility for FML and PDL, contact Payroll.

**j) Time Accrual:**

Employees on FML and/or PDL will not continue to accrue vacation, sick leave, and paid time off during unpaid FML and/or PDL. If an employee is using accrued vacation or sick leave, they will continue to accrue pro-rated paid time off.

**k) Carryover:**

Leave granted under any of the reasons provided by FML and/or PDL will be considered as part of the 12-workweek entitlement in a 12-month period; PDL provides a 16-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any employee's first FML and/or PDL leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

**l) Intermittent Leave:**

Employees may take FML and/or PDL intermittently (in blocks of time/minimum 15 minute increments, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's child, parent, or spouse, or of the employee, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition.

**m) Fit-for-Duty Exam:**

Before an employee returns to work from FML and/or PDL for the employee's own serious health condition, the employee may be required to submit a fitness-for-duty certification from the health care provider stating the employee is able to resume work.

**n) Personal Leaves of Absence:**

- i. **General:** Employees who have been continuously employed with the District for at least one (1) year, may, due to special circumstances, request a personal leave of absence without pay, for a reasonable period of time up to one hundred and eighty (180) days. Requests for leaves of absence will be considered on the basis of length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact on the District.
- ii. **Requests:** A request must be submitted in writing and be approved in writing by the General Manager before a leave begins. A request for an extension of a leave of absence must be submitted in writing and approved in writing by the General Manager before the extended period begins. It is the employee's responsibility to report to work at the end of the approved leave. If the employee fails to report to work on the day after leave expires, he or she will be considered to have voluntarily resigned.

- iii. **Status of Employee Benefits during A Personal Leave:** The District does not pay for group insurance premiums during any portion of a non-mandated, unpaid leave of absence beyond the end of the month in which the leave begins. Accordingly, the premiums beyond that point for such coverage are the employee's complete responsibility and offered through COBRA. In order to keep the insurance in force, premiums for the period of the leave must be paid according to the schedule outlined in the COBRA notification form.

**o) School Activity Leave:**

Any employee who is the parent or guardian of a child in kindergarten through grade 12 may request up to 40 hours off per school year for the purpose of participating in school activities. This time will be unpaid unless the employee chooses to use annual leave for this purpose. No more than eight (8) hours off for this purpose in any one (1) calendar month shall be granted. Upon request, the District reserves the right to require documentation from the school verifying participation in the school activity. This request must be made in writing with as much advance notice as possible.

## **R. Tuition Reimbursement**

1. **Purpose:** Camrosa encourages its employees to seek greater skills, training, and education through its tuition reimbursement policy.
2. **Policy:** It is the policy of the District to provide tuition reimbursement for job-related courses. Tuition reimbursement is not to exceed \$500 per unit. Registration, textbooks, and associated supplies may be reimbursed in full.

Lower-division courses should be taken at a local junior college when available and all courses, including upper-division or graduate-level courses, must be approved by the General Manager.

Courses eligible for reimbursement must provide a general benefit to Camrosa by enhancing the employee's skills and knowledge in areas applicable to the services provided by Camrosa. Course series leading to degrees or certifications must be generally beneficial to Camrosa. The General Manager has sole discretion in determining if a program or course is considered "job-related" and beneficial to Camrosa.

The employee must submit a Request for Pre-Authorization for Tuition Reimbursement outlining the educational plan, including a schedule, estimated costs, and statement of benefit to Camrosa for review and approval by the General Manager.

Items eligible for reimbursement are tuition, registration fees, books, and parking permits. Policy will be reviewed annually by the Board of Directors.

If the employee terminates employment with Camrosa, for whatever reason, within 12 months of receiving educational reimbursements, the employee shall refund those payments to Camrosa within 30 days.

No reimbursement shall be given to the employee who has previously received reimbursement for the same course or who voluntarily leaves the District before the course is completed.

3. **Scope:** This policy is applicable to all regular full-time employees.
4. **Procedure:**

- a) The employee should submit the Request for Pre-Authorization for Tuition Reimbursement to their Supervisor for approval at least two (2) weeks in advance of the beginning of the course.
- b) The supervisor will confer with the General Manager to ensure that the proposed courses on the employee's form are:
  - i. Generally job-related;
  - ii. Within the current approved budget restraints;
  - iii. Have not been reimbursed through other financial assistance; and
  - iv. The existing and anticipated work performance of the employee is meeting the District's objectives.
- c) Upon approval by the General Manager, the Request for Pre-Authorization for Tuition Reimbursement shall be returned to the employee. Should the form be denied, the employee shall be given an explanation.
- d) The employee may request and receive a temporary loan, not to exceed 50 percent of the estimated cost for registration and textbooks, dependent upon the General Manager's approval. The loan will be deducted from the employee's course reimbursement check.
- e) Upon successful completion of the course with a grade of C or better, the employee will submit the claim form along with all appropriate receipts for tuition, registration fees, textbooks, and parking fees, and the original Request for Pre-Authorization for Tuition Reimbursement to their supervisor for Reimbursement approval. Other extraordinary expenses will be considered by the General Manager on a case-by-case basis. Food, graduation, late registration, mileage, student activities or services, etc., will not be reimbursed. The employee will receive the reimbursement in a separate check within approximately two (2) weeks.

## **S. Additional Benefits**

- 1. All tools required by an employee to complete their work assignments are furnished by Camrosa.
- 2. Any fees for required professional certifications are paid by Camrosa.
- 3. Steel-toed safety boots are provided by the District for all field employees. The District will deduct the cost of the safety shoes from full-time and part-time employee's final paycheck if employed less than three (3) months.
- 4. Uniforms and laundry service are provided by Camrosa for all field employees. The District will report to CalPERS the uniform rental and maintenance cost (currently \$11.70 paid bi-weekly) for those field employees required to wear a uniform. Field employees are representing Camrosa and are not to wear clothing with a logo other than Camrosa's when supplied uniforms.

## Employee Relations

### A. Attendance and Tardiness

1. **Purpose:** Reliable, high-quality, and affordable water and sanitary services require a dedicated and diligent workforce. Unscheduled employee absenteeism and tardiness contribute directly to increased costs and compromised service. Teamwork, moral, and the internal functioning of the District are also harmed by the delays caused by absenteeism and tardiness.
2. **Scope:** This policy is applicable to all Camrosa employees.
3. **Policy:** All employees are expected to complete their job duties and assignments on or ahead of time.
4. **Definitions:**
  - a) **Leave, Approved:** Whenever an employee has obtained prior approval from their supervisor, the absence will be considered approved. The approval should be sought as far in advance as practical and "last minute" requests may not be approved. The employee may use annual leave benefits for their approved leave days.
  - b) **Tardiness, Excused:** Whenever an employee notifies their supervisor before the beginning of their daily work schedule, the tardiness will be considered excused. The approval should be sought as far in advance as practical and "last minute" requests may not be approved. The employee may use their annual leave benefits for excused tardiness.
5. **Procedure:**
  - a) When an employee is expected to be late for work or absent, the employee must:
    - i. Notify the supervisor, or in case of unavailability, notify an appropriate co-worker. If a message is left with Camrosa's telephone answering service or voice mail system, a follow-up telephone call must be made to the supervisor or the appropriate co-workers.
    - ii. Provide a time and date when the he or she expects to return to work.
    - iii. Identify all important tasks that need to be completed during their absence.
  - b) When an employee is on approved leave due to personal illness for more than five (5) consecutive work days, the employee may be required to obtain a written release from their physician stating that the employee is able to return to work. Failure to provide the release may result in the leave being considered as unapproved and the employee may not be eligible for full-time employee benefits.
  - c) If the number of absences within the most recent 12-month period, regardless of the reason, is deemed excessive, the employee may be subject to corrective action, at the discretion of the manager or General Manager. Camrosa's attendance policy shall be followed only to the extent allowed by law and is not meant to circumvent or abrogate any existing provisions of the FEHA, ADA, ADEA, or other State or Federal law and/or regulation.

**B. Standards of Conduct**

1. **Purpose:** It is expected that employees will conduct themselves in a manner that will further the goals of the District. The purpose of this policy is to describe generally the basic standards of conduct that are required of all employees at all times.
2. **Scope:** This policy applies to all Camrosa employees.
3. **Policy:** Camrosa recognizes that certain employee actions and behaviors are inconsistent with continued employment by the District. The standards contained in this policy generally describe those actions, but do not limit Camrosa's right to discipline or dismiss employees for actions found to be inconsistent with continued service.
4. **Procedure:** If an employee participates in activities of the nature listed below, that employee shall be sent home and an investigation of the incident will be conducted immediately. Based upon the outcome of the investigation and considering the best interest of Camrosa, the General Manager will take an appropriate action that may include corrective action, up to and including termination. Actions and behaviors considered to be in violation of the standard of conduct include, but are not limited to:
  - Poor performance;
  - Using abusive or vulgar language, or causing disruption to the work place or to fellow employees or visitors;
  - Unavailability for work, (e.g., absenteeism or tardiness);
  - Misuse of Camrosa's monies;
  - Conducting non-business activities during working hours;
  - Physical violence or threat of physical violence;
  - Possession of firearms, explosives, or any weapon while at work;
  - Non-compliance with safety or health rules or practices or engaging in conduct that creates a safety or health hazard;
  - Possession, use, or being under the influence of alcohol or illegal drugs while at work;
  - Engaging in illegal activities whether or not that activity results in a legal conviction;
  - Deliberate actions that obstruct District operations or damage District property (including, but not limited to, falsifying records, sabotage, or misuse of District property);
  - Theft (including, but not limited to, unauthorized removal of District property, embezzlement, taking the property of fellow employees or customers);
  - Falsifying time sheets or payroll records;
  - Use of District time or resources to conduct private enterprise, political activities, or service to non-profit enterprises;
  - Unauthorized use of District buildings or vehicles;
  - Giving false or misleading information during the application and/or selection process;



- Failure to report involvement in an accident occurring on Camrosa's premises, or involving Camrosa's equipment, or giving false information in accident or insurance reports;
- Willful failure to report to supervisor any significant omissions, errors or mistakes or accidental damage affecting work assignment, property or equipment;
- Insubordination, refusing to perform tasks assigned by a supervisor or manager, or other disrespectful conduct toward a supervisor or manager;
- Sexual harassment or other unlawful harassment of another employee;
- Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture, or confiscation by any court of law or by the California Division of Motor Vehicles. (This rule applies only to those employees who must maintain such a driver's license as a condition of their employment);
- Installing unauthorized software on Camrosa's computer system;
- Misuse of electronic systems (email, internet, fax); and/or
- Inability to get along with co-workers, members' staff, vendors, and/or Board Members.

***Since all employees are "at-will" employees, the employment relationship may be terminated at any time by either Camrosa or the employee, with or without cause.***

### **C. Corrective Action**

The District may take corrective action, at its sole discretion, in cases of misconduct or unacceptable performance, including absenteeism. The use of the correction action process does not waive either the District's or the employee's right to terminate employment at any time, with or without cause.

The corrective action process may include verbal counseling and/or a written counseling. If the situation persists, corrective action may result in termination of employment

Certain instances of gross misconduct could lead to immediate termination and possible civil and criminal action.

### **D. Employee Grievances or Concerns**

Camrosa encourages employees who have a grievance to bring them to the attention of their manager, or to the General Manager, if the manager is involved in the situation, or does not respond to the complaint within a reasonable amount of time.

### **E. Dress Code/Uniform Policy**

The District prides itself on the professional appearance it maintains and the favorable image that employees present as representatives of the District. Employees are expected to use their best judgment in determining their appearance and dress, consistent with the District's standards and the positive image and professional appearance it wishes to maintain. Employees should dress according to the requirements of his or her position. For those employees required to wear a uniform, uniforms must be neat and orderly in appearance. Shirts must be worn with the shirttail fully tucked in to the pants. Safety-toe shoes or boots that comply with ASTM F2412/F2413 shall be worn in all field and shop areas. Casual visitors or employees observing field operations are not required wear safety-

toe shoes as long as they are not performing work and they are not in a situation where something could be dropped on the foot. Wearing accessories (e.g.: hats) with logos other than that of Camrosa's is prohibited.

## **F. Alcohol/Drug-Free Workplace**

Camrosa recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its workforce and can present a risk to the health and welfare of its employees and members.

In recognition of the District's responsibility to maintain a safe work environment and your responsibility to perform safely, Camrosa will act to eliminate any substance abuse, which increases the risk of injuries, accidents, or substandard performance. For the purpose of this policy, "substance abuse" includes the use or possession of illegal drugs or alcohol, and the abuse of prescription drugs that could impair your work performance and/or ability to perform your job safely. Marijuana, regardless of use or prescription, is strictly prohibited. It is expected that:

- You shall not be at work, drive a vehicle on District business, or operate District equipment with any amount of alcohol or illegal drugs in your system that would result in a confirmed positive test; shall not use alcohol, possess open containers of alcohol, or use or possess illegal drugs while on duty; and shall not manufacture, distribute, dispense, sell, or provide illegal drugs to any person while on duty.
- If the use of a prescription drug combined with the duties of the required job creates an unsafe working condition, this fact shall be reported to your supervisor or manager prior to reporting to work. Employees whose job performance is so restricted may be subject to reassignment, medical examination, or other actions specified by applicable statutes and regulations.
- Reasonable Suspicion Testing: Employees may be subject to drug and alcohol testing when there is reasonable suspicion that the employee has violated the rules expressed above. In the event a drug test is warranted, a supervisor or manager will drive you, or arrange for your transportation, to the testing facility. In addition, when any employee has previously been found in violation of these rules, or by the employee's own admission, the employee may be required to submit to periodic substance testing as a condition of remaining in or return to Camrosa employment.

## **G. Fitness-For-Duty & Return-To-Work Evaluations**

The purpose of this policy is to determine an employee's ability to safely perform the essential job duties, with or without reasonable accommodation. This policy is not designed or intended to supersede employer requirements under any State or Federal law or regulation and will be utilized in accordance with the law.

General guidelines:

1. Each employee is responsible for maintaining his or her health in such a way that the employee can perform the essential functions of his or her job, with or without reasonable accommodations. If a reason arises that questions the employee's ability to perform the essential job functions, a Fitness-for-Duty or Return-to-Work Evaluation may be requested.
2. To determine the appropriateness of a Fitness-for-Duty or Return-to-Work Evaluation request, management must consult and receive approval from the General Manager.

3. Time required by the employee to complete the Fitness-for-Duty or Return-to-Work Evaluation is considered work time. Time off for prescribed treatment (after the evaluation), mandatory or otherwise, will be charged to accrued annual leave.
4. If a Fitness-for-Duty or Return-to-Work evaluation is necessary, the employee will be required to be examined by a treating, personal physician or specialist selected by the District.
5. Failure to attend a Fitness-for-Duty or Return-to-Work Evaluation may lead to disciplinary action, up to and including termination.
6. Outside employment is prohibited while an employee is unable to work due to a work-related injury and may result in immediate termination.

## **H. Outside Relations/Media Contact**

Employees are not permitted to give or report any information about the members of the District, another employee, outside vendor, client, or consultant to anyone outside of the District. Any such request, whether verbal or written, must be forwarded to the General Manager for handling.

## **I. Off-Duty Conduct/Conflict of Interest**

While Camrosa does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the District's legitimate business interests. For this reason, employees should be aware of the following policies:

Employees are expected to conduct their personal affairs in a manner that does not adversely affect Camrosa's or their own integrity, reputation, or credibility. Conduct on the part of an employee that adversely affects Camrosa's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by Camrosa, employees are expected to devote their energies to their jobs with the District. The following types of outside employment are strictly prohibited:

- Employment that conflicts with an employee's work schedule, duties, and/or responsibilities;
- Employment that creates a conflict of interest or is incompatible with the employee's employment with Camrosa;
- Employment that impairs or has a detrimental effect on the employee's work performance with Camrosa;
- Employment that requires the employee to conduct work or related activities on Camrosa's property during the District's working hours or using the District's facilities and/or equipment;
- Employment that directly or indirectly competes with the business or the interests of Camrosa.

Employees who wish to engage in outside employment must submit a written request to the General Manager explaining the details of the outside employment. If the outside employment is authorized, the District assumes no responsibility for the outside employment. Camrosa shall not provide workers' compensation coverage for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment can be revoked at any time. If an employee has any doubts, it is recommended that a written request be submitted to insure there are no future problems.

## **J. Discrimination and Harassment Policy**

Camrosa is committed to providing a work environment that is free of discrimination and harassment. Unlawful discrimination and/or harassment on the basis of an employee's race, sex (including breastfeeding), gender identity, religious creed, color, national origin, ancestry, age, marital status, sexual orientation, or physical or mental disability is strictly prohibited. Any employees found in violation of this policy shall be subject to disciplinary action, up to and including termination.

This policy prohibits discrimination and harassment on the bases listed above, in any form, including, but not limited to:

1. Verbal Harassment: Epithets, derogatory comments, or slurs.
2. Physical Harassment: Assaulting, impeding, or blocking movement, by physical interference with work or movement.
3. Visual Forms of Harassment: Derogatory posters, notices, bulletins, cartoons, or drawings.
4. Sexual Favors: Unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, conditioned upon an employment benefit that unreasonably interferes with an individual's work performance or creates an offensive work environment.

Discrimination and/or harassment of an applicant or employee by a supervisor, manager, or co-worker on the basis of race, religion, color, national origin, ancestry, handicap, disability, medical condition, marital status, sex, sexual preference or age will not be tolerated. This Policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Any retaliation, coercion or intimidation of employees or job applicants for filing a discrimination or harassment complaint is prohibited. Employees found to be retaliating against another employee shall be subject to disciplinary action, up to and including termination.

All management and supervisory employees of Camrosa are expected to avoid any behavior or conduct which could be interpreted as harassment toward any other employee.

The following is the procedure to address complaints of discrimination and/or harassment:

1. Any employee who believes they have been or are being harassed by a co-worker, supervisor, or agent of the District, including any member of the Board of Directors, should promptly report the facts of the incident or incidents and the names of the individuals involved to their supervisor, manager, another manager, or the General Manager.
2. Supervisors will immediately report any incidents of harassment to their manager, who should notify the General Manager (or his/her designee during absence) immediately.
3. Upon notification of a harassment complaint, the General Manager shall immediately investigate the complaint, with confidentiality and discretion in mind, to determine whether the complaint is valid. In conducting the required investigation, interviews are to be held with the complainant, the accused harasser, and any other persons believed to have relevant knowledge concerning the complaint. This may include victims of similar conduct.

4. Factual information gathered through the investigation will be reviewed by the General Manager to determine whether the alleged conduct constitutes harassment, giving consideration to all factual information; the totality of the circumstances, including the nature of the verbal, physical, visual or sexual conduct; and the context in which the alleged incidents occurred.
5. The complainant will be notified upon completion of the investigation.
6. The General Manager shall meet with all the principals involved and notify them of the results of the investigation. If the complaint is found to have merit, prompt corrective action, as provided for herein, shall be implemented.
7. Reasonable steps will be taken to protect the victim and other potential victims from further harassment.
8. Reasonable steps will be taken to protect the victim from any retaliation as a result of communicating the complaint.
9. If appropriate, action will be taken to remedy the victim's loss, if any, that resulted from the harassment.
10. If the manager is accused of being involved, employees and supervisors are encouraged to discuss the matter directly with the General Manager.
11. If the General Manager is accused of being involved, employees are encouraged to discuss the matter with the President of the Board.
12. In addition to notifying the District about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing ("DFEH"), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one (1) year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and attempts to resolve the dispute fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission ("FEHC") or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and nonmonetary relief in meritorious cases. Employees can contact the nearest DFEH office or the FEHC at the locations listed in the District DFEH poster or by checking the State Government listings in the local telephone directory.

All employees shall be provided copies of this Policy. Questions regarding this policy should be directed to the General Manager.

## **K. Workplace Violence**

The safety and security of employees and customers are very important to the District. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or the District's ability to execute its daily business will not be tolerated.

To ensure that the District maintains a workplace safe and free of violence for all employees, the District prohibits the possession or use of dangerous weapons on District property. A license to carry the weapon on District property does not supersede this policy. District property is defined as all District-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the District ownership or control. This policy applies to all vehicles that come onto District property.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on District property may be removed from the premises pending the outcome of an

investigation. Threats, threatening behavior, or other acts of violence off District property, but directed at District employees, District members, or the public while conducting business for the District, is a violation of this policy.

Off-site threats include, but are not limited to, threats made via telephone, fax, electronic or conventional mail, or any other communication medium. Violations of this policy will lead to disciplinary action that may include dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from District property, termination of business relationships with that individual, and/or prosecution of the person(s).

Employees are responsible for notifying the General Manager of any threats they have witnessed, received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed that they regard as threatening or violent, when that behavior is job related, or might be carried out on District property or in connection with employment.

Any employee that receives a protective or restraining order that lists District premises as a protected area is required to provide the General Manager with a copy of such order.

## **L. Request for Reasonable Accommodation**

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the General Manager and his or her manager to discuss the need for an accommodation. The District will engage in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job.

An interactive good faith communication process between the District and a disabled employee is required in selecting an appropriate reasonable accommodation, if one exists. This is a timely process where management and the individual discuss the request and effective reasonable accommodation(s). In general, the District will initiate an interactive process when: (1) an applicant or employee with a known disability requests a reasonable accommodation, (2) the District otherwise becomes aware of the need for an accommodation through a third party or by observation, or (3) the District becomes aware of the possible need for an accommodation because the employee has a disability and has exhausted leave under the Workers' Compensation Act, FML, or other federal, state or employer leave provisions, if applicable.

The following is a non-exclusive list of the considerations when reviewing a request for accommodation:

1. The essential functions of the job;
2. An independent assessment;
3. How the disability limits performance of the essential functions;
4. Accommodation options that overcome limitations and the reasonableness of the proposed accommodations; and
5. Whether an appropriate and reasonable accommodation exists.

If an accommodation request is made, the District will initiate the interactive process and confer with the individual applicant or employee, as necessary, until the interactive process is complete and/or a reasonable accommodation, if any, is determined.

## **M. Intellectual Property Policy**

1. **Purpose:** To avoid conflicts between employees and Camrosa regarding the right to use intellectual property created by Camrosa employees.
2. **Scope:** This policy applies to all Camrosa employees.
3. **Policy:** All work completed as part of one's employment by Camrosa or that involves a substantial use of Camrosa's resources is part of the public domain. The District reserves the right to use, without limitation, any potentially copyrightable materials or patentable concepts developed by its employees using Camrosa's resources.
4. **Procedure:** If an employee is considering developing a copyrightable or patentable product that may relate to the employee's job duties with Camrosa, the employee should contact the General Manager to determine the relative rights of the employee and the District concerning the proposed product.

## **N. Communications Policy**

1. **Purpose:** To set guidelines on the use of all forms of communication available to Camrosa employees.
2. **Scope:** This policy covers all forms of District communication including the U.S. Postal Service mail, telephones (both land-line and cellular), e-mail (both internal and external), Internet access, and computer file transfer capability and applies to all Camrosa employees.
3. **Policy:** Communications services are provided to conduct the business of the District; the use of these capabilities must conform to District policy. Occasional personal use of local telephones, e-mail, and Internet access is acceptable as long as the use does not impede the timely completion of assigned duties and as long as that use does not create an additional expense to the District.
  - a) Camrosa understands that employees may need to speak with family or tend to non-business activities at times, but requests cooperation in keeping personal calls to reasonable levels. All phone calls should be considered public information and subject to surveillance. Any confidential calls should be conducted elsewhere. All communication can be disclosed to law enforcement or other third parties without prior consent of the sender and/or receiver.
  - b) The District's land-line system was converted to VOIP (Voice Over Internet Protocol) in 2015 and as such includes unlimited local and nationwide calling. District cell phone plans also include unlimited mobile-to-mobile voice, night & weekend voice, text, and data. Cellular voice calls not included above are charged on a per-minute basis for all calls exceeding a cumulative 400 minutes per month. Personal use of District telephones should recognize these facts and prudence should still be exercised in use of these assets for personal use.
  - c) Employees must be aware that e-mail, whether generated internally or externally, is neither private nor secure. While it is not a regular practice of the District, the District reserves the right to access all e-mail should the need arise. The District shall not be held liable for the disclosure of any information contained therein.



Employees should refrain from storing personal information such as credit card numbers, bank account numbers, and personal identification numbers (PINs) in e-mail correspondence or in digital files on District computers. Because the District does not maintain a secure connection to all destinations on the Internet, the District's Internet access should never be used for the purchase of personal items using personal credit or debit cards nor should personal information be provided in any e-mail communication.

- d) Employees should remain aware that the personal use of telephone, e-mail, and Internet access during regular working hours gives the general impression of wasting District resources and this practice should be avoided.
- e) Use of the District's communications facilities, including telephones, e-mail and Internet access, for commercial purposes is not authorized.

## **O. Computer Network Policy**

1. **Purpose:** To set guidelines for the use of the District's computer network.

2. **Scope:** This policy applies to all Camrosa employees.

3. **Policy:**

- a) **Monitoring of Communications and Passwords:** Camrosa reserves the right to inspect all Camrosa property to ensure compliance with its rules and regulations, without notice to the employee, at any time, and not necessarily in the employee's presence. Camrosa computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. Camrosa reserves the right to access, review, and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems, and other digital archives, and to access, review, and monitor the use of computers, software, and electronic communications, to ensure that no misuse or violation of Camrosa policy or any law occurs. E-mail may be monitored by Camrosa and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read, or heard by someone other than the intended recipient, even if marked as private.

Employee passwords may be used for purposes of security but the use of a password does not affect Camrosa's ownership of the electronic information or ability to monitor the information. Camrosa may override an employee's password at any time for any reason.

All passwords created by the user or issued to the user are for the purpose of communication, and are not to be shared, given, or otherwise disclosed to any other person. Passwords must not be shared and will be changed periodically by Camrosa staff to ensure security. All security features contained within Camrosa's Electronic Communications Systems such as passwords, codes, or delete functions will not prevent the Camrosa from accessing employees' business or personal Electronic Communications, stored or otherwise, on the Electronic Communications Systems.

- b) **Virus Software:** Downloading data files from the Internet and importing data from other sources (e.g., flash drives, zip files, etc.) exposes the District's computer system to viruses. It is the policy of the District that every computer accessing the District's network be provided with functional and up-to-date virus scanning software to detect incoming viruses. It is the systems administrator's responsibility

to periodically update the virus profiles used by the software on District computers. It is the responsibility of the employee to ensure up-to-date virus profiles are installed on any personal machine used to access the District's network. Disabling virus scanning software on any machine connected to the District's network is prohibited.

- c) **Personal Files:** While the existence of a small number of personal files on a District-owned computer is acceptable, Employees must be aware that files contained on their computer and on the various servers, whether generated internally or externally, are neither private nor secure. While it is not a regular practice of the District, the District reserves the right to access any file contained on District-owned computers should the need arise. Files containing material of an objectionable nature may not be accessed by or stored on District-owned computers. The District reserves the right to direct removal of any files from its computers.
- d) **Disk Space Conservation:** Filing space, whether in the form of a filing cabinet or a hard disk, is expensive. It is the employee's responsibility to periodically review their digital files to eliminate files which no longer serve a useful purpose. *Refer to the District's File Retention Procedures for guidelines.*
- e) **Personal Security:** Because the District does not maintain a secure connection to all destinations on the Internet, the District's Internet access should never be used for the purchase of personal items using personal credit or debit cards. Personal information should never be provided in any form of communication over the Internet.
- f) **District Software on Home Computers:** The District licenses software for use on its computers to conduct the business of the District. Occasionally, the District may find it advantageous for an employee to work from a home computer and may provide software for use by that employee. However, unless specifically authorized by the Data Systems Manager, District owned software is not available for installation on home computers.
- g) **Personal Software on District Computers:** The District becomes liable to penalties if unlicensed software is used on District computers. To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software or applications. The Data Systems Manager is the only individual authorized to approve the installation of any software on District computers.
- h) **Social Networking:**
  - i. Camrosa views social networks, such as web-based discussion or conversation pages, and other forms of social networking, such as Facebook, Twitter, YouTube, etc., as forms of public communication. As such, we hold all of our employees who engage in social networking to the same standards we hold for any form of public communications. Therefore, all employees have an obligation to Camrosa to ensure that any public communication they make, including social networking communications, must not negatively impact the reputation of Camrosa, or bring disrepute in any way to Camrosa, its partners, customers, suppliers, etc. Furthermore, only a select group of employees are authorized to publicly speak on behalf of Camrosa. Violations of this policy may lead to discipline, up to and

including termination, depending on the severity of the situation and its impact on Camrosa.

- ii. Additionally, engaging in social networking during the workday can negatively impact productivity and work performance. Therefore, it is the responsibility of each employee to regulate social networking so that it does not impact productivity or cause performance issues.
- iii. Identified below are general guidelines and examples of prohibited communications. Please note that this list contains examples only and is not intended to be, nor is it, an exhaustive list of prohibited communications. *The absence of, or lack of explicit reference to, a specific site does not limit the extent of the application of this policy.* Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. Employees are encouraged to consult with their manager or supervisor if there is any uncertainty.

**i) General Guidelines and Examples of Prohibited Communications:**

- i. Using Camrosa's logo on posts unless given written consent by the General Manager; and
- ii. Linking to Camrosa's website or posting Camrosa material on a social media site without written permission.
- iii. All Camrosa policies that regulate off-duty conduct apply to social media activity including, but not limited to, policies related to illegal harassment, code of conduct, non-competition, protecting confidential and/or proprietary information. Violation of this policy may lead to discipline, up to and including termination.

**j) Mobile Device Policy:**

Camrosa grants its employees the privilege of purchasing and using smart phones and tablets of their choosing at work for their convenience. Camrosa reserves the right to revoke this privilege if users do not abide by the policies and procedures outlined below. This policy is intended to protect the security and integrity of Camrosa's data and technology infrastructure. Limited exceptions to the policy may occur due to variations in devices and platforms. Camrosa employees must agree to the terms and conditions set forth in this policy in order to be able to connect their devices to the company network.

**i. Policy and Guidelines for Camrosa-Provided Mobile Device:**

The following policy and guidelines inform Camrosa-provided mobile device users of their allowable usage and features available for business and limited personal use. This document also serves to make clear the responsibility of mobile device users to take proper care of the Camrosa furnished equipment entrusted to them. Mobile device care is the responsibility of each mobile device user. Failure to adhere to the guidelines listed below may result in personal liability and/or retraction of device privileges.

Camrosa expects mobile-device users to:

- a. Protect their Camrosa-issued device from theft, damage, abuse, and unauthorized use;

- b. If the device is noticed to be lost or stolen, the user must notify the Data Systems Manager within one (1) hour, or as soon as practical, so that the device can be locked and disabled promptly;
- c. Maintain usage within the plan parameters. If business use requirements are dramatically different than the standard plan, the user must contact the Data Systems Manager to discuss other available options; and
- d. The use of mobile devices while operating a Camrosa vehicle is strictly prohibited. Phone use is only allowed with the use of 100% hands-free technology. Violation of this policy is a safety violation and may result in termination.

**ii. Privacy Expectations:**

Camrosa employees do not have a right, nor should they have an expectation, of privacy while using Camrosa provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private activities remain private, they should avoid using a Camrosa provided device for personal use. By acceptance of the Camrosa provided device, employees imply their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed-through that device.

**iii. Additional Guidelines:**

- a. The Data Systems Manager has complete oversight and management of device usage and expenses;
- b. The Camrosa-provided devices are being provided as a productivity tool for business use. Use of these devices is at the discretion of the General Manager and may be revoked at any time;
- c. Due to voice plan minute restrictions, employees should opt to use their work landline phone, when at their workstation, to make and receive calls;
- d. Assistance or support is handled by the Data Systems Manager; and
- e. Camrosa reserves the right to recall/disconnect Camrosa-provided mobile devices at any time.

Questions related to the above Policy and Guidelines should be directed to the supervisor or manager.

**k) Bring Your Own Device (BYOD) Policy and Rules of Behavior:**

This document provides policies, standards, and rules of behavior (ROB) for the use of personally-owned smart phones and/or other network enabled devices by Camrosa employees (herein referred to as users) to access Camrosa network resources. Access to and continued use of network services is granted on condition that each user reads, signs, respects, and follows Camrosa's policies concerning the use of these devices and services.

Current Devices Approved for Use BYOD:

- Android Smart Phones & Tablets
- All Apple platforms

- All Windows platforms

Expectation of Privacy: Camrosa will respect the privacy of every employee's personal device and will only request access to the device by technicians to implement security controls, as outlined below, or to respond to legitimate discovery requests arising out of administrative, civil, or criminal proceedings (applicable only if user downloads Camrosa email/attachments/documents to their personal device).

*This differs from policy for Camrosa-provided equipment/services, where Camrosa employees do not have the right, nor should they have the expectation, of privacy while using Camrosa equipment or services. While access to the personal device itself is restricted, Camrosa Policy and Rules of Behavior regarding the use/access of Camrosa e-mail and other Camrosa system/service remains in effect. If there are questions related to compliance with the below security requirements, the user may opt to drop out of the BYOD program versus providing the device to technicians for compliance verification.*

Virtual Private Network (VPN) BYOD access is available for staff and requires approval of the Data Systems Manager.

The following are general requirements for all BYODs accessing Camrosa network services:

- i. Users shall not download or transfer sensitive business data to their personal devices. Sensitive business data is defined as documents or data whose loss, misuse, or unauthorized access can adversely affect the privacy or welfare of an individual (personally identifiable information), the outcome of a charge/complaint/case, proprietary information, or agency financial operations. (This excludes Camrosa e-mail that is protected through the various security controls listed below);
- ii. Users shall password protect the device;
- iii. Users shall maintain the original device operating system and keep the device current with security patches and updates, as released by the manufacturer. Users shall not "jail break" the device (installing software that allows the user to bypass standard built-in security features and controls);
- iv. User shall not share the device with other individuals or family members, due to the business use of the device (potential access to Camrosa e-mail, etc);
- v. Users shall delete any sensitive business files that may be inadvertently downloaded and stored on the device through the process of viewing e-mail attachments. Camrosa will provide instructions for identifying and removing these unintended file downloads. Follow the premise, "When in Doubt, Delete it Out";
- vi. If the device is noticed to be lost or stolen, the user must notify the Data Systems Manager within one (1) hour, or as soon as practical, so that the device can be locked and e-mail on the device can be deleted, if possible;
- vii. Users must comply with all Camrosa password policies, including use of strong passwords, password expiration, and password history;
- viii. Users shall not back-up/storing documents on non-Camrosa servers; and

- ix. Users shall not download/transfer sensitive Camrosa business data/documents to any non-Camrosa device.

**l) Use of Virtual Private Network (VPN) to access Network Services:**

- i. Users must have a need to access internal Camrosa resources, such as CIS, Incode, Alchemy, Network drives, etc., as required by his or her position and duties;
- ii. Users may only use Camrosa approved and configured VPN client software to access Camrosa's VPN;
- iii. Users must comply with all Camrosa password policies on their device, including use of strong passwords, password expiration (6 months), and password history; and
- iv. Users must immediately notify the Data Systems Manager if the device is lost or stolen, at which point the Data Systems Manager will disable the user's VPN access.

**m) Violations:**

Violations of any guidelines listed above may result in disciplinary action up to, and including termination. If necessary, Camrosa will advise appropriate legal officials of any illegal violations.

**P. Vehicle Policy**

Camrosa-owned vehicles may be used by employees in order to perform their duties. Employees who use those vehicles must maintain a valid, non-restricted driver's license. Transporting non-employees of the District is prohibited unless it is business related. Mileage reports must be submitted monthly and the condition and operation of the vehicle maintained. The privilege to operate a Camrosa-owned vehicle may be revoked at any time by the General Manager. *Note: Vehicle use by the General Manager is negotiated in a separate contract and subject to those specific provisions.*

**Q. Surveillance**

There may be video surveillance in public areas of Camrosa properties used for security purposes only.

## **Anti-Fraud Policy and Response Program**

### **A. Introduction**

Camrosa's Mission Statement sets forth the District's commitment to conduct business pursuant to the highest ethical standards. Application of these ethical standards through oversight of the Board and its committees; management's practices; organizational structure; hiring and promotional practices; training and education; employee, customer, vendor and community relationships; and policies and procedures, such as the open-door policy of the General Manager, will provide a work environment that is conducive to both individual and District success.

### **B. Purpose**

This Anti-Fraud Policy and Response Program ("Policy") has been created to support Camrosa's commitment to protecting its revenue, property, reputation and other assets, to emphasize clearly the need for accurate financial reporting, and to define guidelines for the investigation and handling of fraud, if it should occur.

### **C. Applicability**

This Policy applies to all Camrosa employees. This includes all full-time, part-time, and other temporary employees.

### **D. Definition of Fraud**

In law, "fraud" generally involves an act of deception, bribery, forgery, extortion, theft, misappropriation, false representation, conspiracy, corruption, collusion, embezzlement, or concealment of material facts. Fraud may be committed by an individual, a group of individuals, or by one or more organizations. Fraud is a violation of trust that, in general, refers to an intentional act committed to secure personal or business advantage.

While fraud can cover many activities, this Policy is directed primarily at financial matters that could be legally defined as fraud. Examples of "financial fraud" generally fall into four broad categories and may include, but are not limited to:

#### **1. Misappropriation of Assets:**

- a) Forgery, alteration or misappropriation of checks, drafts, promissory notes or securities;
- b) Unauthorized, non-business acquisition, use, or disposition of funds, inventory, furniture, fixtures equipment, records, or other assets;
- c) Embezzlement;
- d) Theft;
- e) Falsifying time sheets or payroll records, including but not limited to reporting hours not worked or a supervisor not allowing the reporting of all hours worked by hourly employees;
- f) Falsifying travel and entertainment expenses and/or utilizing District funds to pay for personal expenses;
- g) Fictitious reporting of receipts from suppliers;
- h) Fictitious report of readings for customers;



- i) Collusion with contractors that leads to false inspection reports, approval of faulty workmanship or payments for work not performed;
- j) Collusion with consultants that results in inferior or erroneous consulting reports, unsubstantiated conclusions or payment for work not performed; and/or
- k) Misappropriation of District-owned computer hardware, software, data, or other records including District intangibles (e.g., proprietary information or confidential information, etc.).

**2. Fraudulent Financial Reporting:**

- a) Earnings management;
- b) Improper revenue recognition;
- c) Overstatement of assets; and/or
- d) Under statement of liabilities.

**3. Expenditures and Liabilities for Improper Purposes:**

- a) Bribery; and/or
- b) Kickbacks.

**4. Fraudulently Obtained Revenue and Assets:**

Improper tax reporting.

**E. General Policy and Responsibilities**

- 1. It is Camrosa's intent to investigate any suspected acts of fraud, misappropriation or other similar irregularity. An objective and impartial investigation, as deemed necessary, will be conducted regardless of the position, title, length of service, or relationship with the District of any party who might be or becomes involved in or becomes/is the subject of such investigation.
- 2. Each manager is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud, misappropriations and other irregularities. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indication of such conduct.
- 3. The manager has the primary responsibility for overseeing the investigation of all activity as defined in this policy, as appropriate.
- 4. Upon conclusion of the investigation, the results will be reported to the appropriate management representatives and the Board of Directors.
- 5. Where there are reasonable grounds to indicate that a fraud may have occurred, the District may report the incident to the appropriate authorities in order to pursue all legal remedies. Also, the District will pursue every reasonable effort, including court ordered restitution, to obtain recovery of the losses from the offender.

**F. Procedures for Reporting**

Any employee who has knowledge of an occurrence of fraudulent conduct, or has reason to suspect that a fraud has occurred, shall immediately notify his/her supervisor. If the employee has reason to believe that the employee's supervisor may be involved, the employee shall immediately notify a manager or the General Manager.

Upon notification from an employee of suspected fraud, or if a manager has reason to suspect that a fraud has occurred, the manager shall immediately notify the General Manager.

#### **G. Investigation**

Upon notification or discovery of a suspected fraud, the manager will promptly investigate the fraud.

After an initial review and a determination that the suspected fraud warrants additional investigation, the manager will notify the General Manager. When deemed necessary, the General Manager or designee shall coordinate the investigation with the appropriate law enforcement officials. Internal or external counsel may be involved in the process, as deemed appropriate.

It should be noted that there may be certain instances of fraud that will be handled in the normal course of business that will not result in a separate "investigation" by the General Manager.

#### **H. Security of Evidence**

Once suspected fraud is reported, immediate action to prevent the theft, alteration, or destruction of relevant records needs to occur. Such actions include, but are not necessarily limited to, removing the records and placing them in a secure location, limiting access to the location where the records exist, and preventing the individual suspected of committing the fraud from having access to the records. The records must be adequately secured until the General Manager obtains the necessary records to begin the audit investigation.

#### **I. Confidentiality**

All participants in a fraud investigation shall keep the details and results of the investigation confidential. However, as noted above, from time to time other members of the management team may need to be consulted in conjunction with the investigation.

#### **J. Personnel Actions**

If a suspicion of fraud is substantiated by the investigation, the General Manager may take disciplinary action, up to and including termination of employment.

#### **K. Whistle-Blower Protection**

Based upon the fact that the employee has reported an incident or participated in an investigation in accordance with the requirements of this Policy, no employee of the District, or person acting on behalf of the District in attempting to comply with this policy shall:

1. Be dismissed or threatened to be dismissed;
2. Be disciplined or suspended, or threatened to be disciplined or suspended;
3. Be penalized or any other retribution imposed; and/or
4. Be intimidated or coerced.

Violation of this policy may result in disciplinary action, up to and including termination of employment.

If an allegation is made in good faith, but is not confirmed by the investigation, no action will be taken against the originator. If, however, individuals make malicious allegations, action may be considered against the individual making the allegations.

## **Leaving Camrosa**

### **A. Retirement**

When planning for retirement, employees should attend a CalPERS retirement planning seminar held twice yearly. CalPERS should be contacted at least six (6) months prior to retirement so arrangements may be made to begin benefits in a timely manner.

### **B. Resignation**

When an employee decides to leave for any reason, the manager and the General Manager would like an opportunity to discuss with the employee the resignation before final action is taken. It is expected that an employee who opts to resign will provide the District with a written two-week advance notice.

### **C. Termination**

Every Camrosa employee has the status of “employee-at-will”, meaning that there is no contractual right, expressed or implied, to remain in Camrosa’s employ. Camrosa may terminate employment, or any employee may terminate his or her employment, with or without cause, and with or without notice, at any time. No manager or other representative of the District has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

If an employee fails to report to work for three (3) consecutive workdays without notice or approval by his or her manager, Camrosa may consider that employee to have abandoned his or her job and thereby terminate his or her employment.

### **D. Employee Exit**

All exiting employees shall cooperate fully with Camrosa during the time between notification of separation and last day of employment, in all matters relating to the completion of any pending work and the orderly transfer of duties and responsibilities to the other Camrosa staff. Prior to the last day of employment, all exiting employees shall return to Camrosa all originals and hard copies of literature, correspondence, memoranda, reports, summaries, manuals, proposals, contracts, and other documents which relate to the business of Camrosa, including specifically all materials which comprise or refer to Camrosa’s confidential information.

The exiting employee’s manager is responsible for scheduling an exit interview on his or her last date of employment, and for arranging the return of the District’s property. All Camrosa property, including, but not limited to, cell phones, laptops, tablets, identification badges, and keys must be returned prior to departure.

### **E. Benefits**

Medical, Dental, Vision, Life Insurance, Short-Term Disability, and Long-Term Disability benefits end on the last day of the month of employment.

COBRA notification will be sent directly to the employee’s home so that he or she can continue Medical, Dental, and Vision coverage at the employee’s own expense.

**F. Final Paycheck**

The exiting employee will receive his or her final paycheck on the next regularly scheduled payday, or earlier if it is required by law. Unused annual leave will be paid and calculated in accordance with the District's annual leave policy.

**G. CalPERS**

The employee will be notified directly by CalPERS regarding related options.

**H. Distributions from 457 Plan and Profit-Sharing Plan**

To obtain a distribution from the 457 Plan, the employee should contact the carrier for the group annuity contract in which the account is invested and complete the appropriate forms provided during the exit interview.

Lincoln Financial Services should be contacted to obtain a distribution from the Profit-Sharing Plan.

## **Camrosa Water District Employee Handbook Receipt**

I have received my copy of the Camrosa Water District's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with and follow the policies and procedures contained in the handbook.

I understand that, except for employment-at-will status, any and all policies or practices can be changed at any time by the District.

I understand and agree that, other than the General Manager of the District, no manager, supervisor or representative of the District has authority to enter into any agreement, expressed or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the District has the authority to make any such agreement and then only in writing, signed by the General Manager.

My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the District and myself, concerning the duration of my employment. It supersedes all prior agreements, understandings, and representations concerning the duration of my employment.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

*Please sign and print name, date, and return this copy.*

## Board Memorandum

May 12, 2022

**To:** Board of Directors

**From:** Tamara Sexton, Finance Manager

**Subject:** Fiscal Year 2022-23 Draft Budget - Update

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**Objective:** Receive a briefing from staff on updates to the draft Fiscal Year (FY) 2022-23 Operating Budget.

**Action Required:** No action necessary; for information only.

**Discussion:** Attached is an update of the draft of the FY 2022-23 Operating Budget and five-year capital outlay forecast.

### Water Program

- Total water sales within the District are projected to be 12,257 acre-feet AF, up from the April 21 projection of 12,226 AF
  - Potable water sales are projected to be 6,171, up from the April 21 projection of 6,139 AF (20% conservation of non-agricultural and public irrigation water sales)
  - Non-Potable water sales within the District are projected to be 6,087 AF, the same as the April 21 projection
  - Updated non-potable and recycled water contractual rates adjusted January 2022
- Production budget
  - The local potable water production has been updated to increase local production to 53% from 43% and decrease import water to 47% from 57%
  - The cost of imported CMWD (Tier 1) water has been decreased to \$1,632 from \$1,635
  - The cost of SMP discharge has been increased to \$674.20 from \$665.00 AF
  - Increased Calleguas fixed charge to \$947,290 from \$921,907
- Salaries and benefits and the operational budget have been updated

### Wastewater Program

- Salaries and benefits have been updated

Staff will present a draft budget narrative at the June 9, 2022 board meeting.



Water Program	Draft Budget FY 2022-23	Revised Draft Budget FY 2022-23	*Increase (Decrease)
<b>Revenues</b>			
Water Sales:			
Potable	\$ 11,012,800	\$ 11,004,700	\$ (8,100)
Recycle/Non-Potable	5,035,800	5,066,300	30,500
Water Sales Pleasant Valley	1,261,500	1,261,500	-
Meter Service Charge	2,591,900	2,591,900	-
Special Services	55,000	55,000	-
Pump Zone Charges	52,000	52,000	-
Miscellaneous	-	-	-
<b>Total Operating Revenues</b>	<b>\$ 20,009,000</b>	<b>\$ 20,031,400</b>	<b>\$ 22,400</b>
<b>Operating Expenses</b>			
Import Water Purchases-Calleguas	\$ 6,637,448	\$ 5,610,474	\$ (1,026,974)
Calleguas Fixed Charge	921,907	974,290	52,383
Conejo Creek Project	640,906	640,906	-
CamSan	92,963	92,963	-
Salinity Management Pipeline-Calleguas	232,602	234,193	1,591
Production Power	1,549,259	1,704,964	155,705
<b>Total Production</b>	<b>\$ 10,075,085</b>	<b>\$ 9,257,790</b>	<b>\$ (817,295)</b>
Regular Salaries	\$ 2,042,375	\$ 2,087,133	\$ 44,758
Overtime/Standby	68,004	68,968	964
Part Time	34,476	34,476	-
Benefits	777,169	779,106	1,937
<b>Total Salaries &amp; Benefits</b>	<b>\$ 2,922,024</b>	<b>\$ 2,969,683</b>	<b>\$ 47,659</b>
Outside Contracts	\$ 1,983,487	\$ 1,983,487	\$ -
Professional Services	709,958	709,958	-
<b>Total Outside Cont/Profess Services</b>	<b>\$ 2,693,445</b>	<b>\$ 2,693,445</b>	<b>\$ -</b>
Utilities	\$ 75,655	\$ 75,655	\$ -
Communications	49,075	49,075	-
Pipeline Repairs	480,000	480,000	-
Small Tools & Equipment	29,152	29,152	-
Materials & Supplies	661,752	661,752	-
Repair Parts & Equipment Maintenance	886,325	886,325	-
Legal Services	79,250	79,250	-
Dues & Subscriptions	33,313	33,313	-
Conference & Travel	9,945	9,945	-
Safety & Training	32,045	32,045	-
Board Expense	86,450	86,450	-
Bad Debt	6,500	6,500	-
Fees & Charges	225,162	200,162	(25,000)
Insurance	76,700	76,700	-
<b>Total Supplies &amp; Services</b>	<b>\$ 2,731,324</b>	<b>\$ 2,706,324</b>	<b>\$ (25,000)</b>
<b>Total Expenses</b>	<b>\$ 18,421,878</b>	<b>\$ 17,627,242</b>	<b>\$ (794,636)</b>
<b>Net Operating Revenues</b>	<b>\$ 1,587,122</b>	<b>\$ 2,404,158</b>	<b>\$ 817,036</b>
<b>Less: Non-Operating Expenses</b>			
Debt Service 2011A/2016	\$ 845,806	\$ 845,806	\$ -
Debt Service 2012	-	-	-
Rate Stabilization Contribution	70,000	70,000	-
CalPERS UAL Additional Contribution	-	-	-
Capital Replacement Contribution	1,448,600	2,260,500	811,900
<b>Total Non-Operating Expenses</b>	<b>\$ 2,364,406</b>	<b>\$ 3,176,306</b>	<b>\$ 811,900</b>
<b>Add: Non-Operating Revenues</b>			
Interest Revenues	\$ 55,000	\$ 55,000	\$ -
Taxes	734,527	734,527	-
<b>Total Non-Operating Revenues</b>	<b>\$ 789,527</b>	<b>\$ 789,527</b>	<b>\$ -</b>
<b>Net Operating Results</b>	<b>\$ 12,243</b>	<b>\$ 17,379</b>	<b>\$ 5,136</b>
Capital Fees	\$ -	\$ -	\$ -
Mitigation & In-Lieu Fees	-	-	-
Grants	-	-	-
<b>Net Operating Results After Capital Fees &amp; Grants</b>	<b>\$ 12,243</b>	<b>\$ 17,379</b>	<b>\$ 5,136</b>

Debt Ratio

2.81

3.78

Potable Water Program	Draft Budget FY 2022-23	Revised Draft Budget FY 2022-23	*Increase (Decrease)
<b>Revenues</b>			
Water Sales:			
Potable	\$ 11,012,800	\$ 11,004,700	\$ (8,100)
Meter Service Charge	2,465,300	2,465,300	-
Special Services	30,000	30,000	-
Pump Zone Charges	31,000	31,000	-
Miscellaneous	-	0	-
<b>Total Operating Revenues</b>	<b>\$ 13,539,100</b>	<b>\$ 13,531,000</b>	<b>\$ (8,100)</b>
<b>Operating Expenses</b>			
Import Water Purchases-Calleguas	\$ 5,868,009	\$ 4,841,579	\$ (1,026,430)
Calleguas Fixed Charge	921,907	974,290	52,383
Salinity Management Pipeline-Calleguas	232,602	234,193	1,591
Production Power	685,076	840,781	155,705
<b>Total Production</b>	<b>\$ 7,707,594</b>	<b>\$ 6,890,843</b>	<b>\$ (816,751)</b>
Regular Salaries	\$ 1,327,544	\$ 1,356,637	\$ 29,093
Overtime/Standby	44,203	44,829	626
Part Time	22,409	22,409	-
Benefits	505,160	506,419	1,259
<b>Total Salaries &amp; Benefits</b>	<b>\$ 1,899,316</b>	<b>\$ 1,930,294</b>	<b>\$ 30,978</b>
Outside Contracts	\$ 1,171,401	\$ 1,171,401	\$ -
Professional Services	399,978	399,978	-
<b>Total Outside Cont/Profess Services</b>	<b>\$ 1,571,379</b>	<b>\$ 1,571,379</b>	<b>\$ -</b>
Utilities	\$ 66,701	\$ 66,701	\$ -
Communications	25,519	25,519	-
Pipeline Repairs	380,000	380,000	-
Small Tools & Equipment	22,419	22,419	-
Materials & Supplies	573,071	573,071	-
Repair Parts & Equipment Maintenance	505,689	505,689	-
Legal Services	40,210	40,210	-
Dues & Subscriptions	17,323	17,323	-
Conference & Travel	5,171	5,171	-
Safety & Training	16,663	16,663	-
Board Expense	44,954	44,954	-
Bad Debt	3,380	3,380	-
Fees & Charges	194,260	169,260	(25,000)
Insurance	39,884	\$ 39,884	-
<b>Total Supplies &amp; Services</b>	<b>\$ 1,935,244</b>	<b>\$ 1,910,244</b>	<b>\$ (25,000)</b>
<b>Total Expenses</b>	<b>\$ 13,113,533</b>	<b>\$ 12,302,760</b>	<b>\$ (810,773)</b>
<b>Net Operating Revenues</b>	<b>\$ 425,567</b>	<b>\$ 1,228,240</b>	<b>\$ 802,673</b>
<b>Less: Non-Operating Expenses</b>			
Debt Service 2011A/2016	\$ 815,588	\$ 815,588	\$ -
Rate Stabilization Contribution	-	-	-
CalPERS UAL Additional Contribution	-	-	-
Capital Replacement Contribution	80,000	880,000	800,000
<b>Total Non-Operating Expenses</b>	<b>\$ 895,588</b>	<b>\$ 1,695,588</b>	<b>\$ (262,489)</b>
<b>Add: Non-Operating Revenues</b>			
Interest Revenues	40,000	40,000	\$ -
Taxes	440,716	440,716	-
<b>Total Non-Operating Revenues</b>	<b>\$ 480,716</b>	<b>\$ 480,716</b>	<b>\$ -</b>
<b>Net Operating Results</b>	<b>\$ 10,695</b>	<b>\$ 13,368</b>	<b>\$ 2,673</b>
Capital Fees	\$ -	\$ -	\$ -
Mitigation & In-Lieu Fees	-	-	-
Grants	-	-	-
	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Operating Results After Capital Fees &amp; Grants</b>	<b>\$ 10,695</b>	<b>\$ 13,368</b>	<b>\$ 2,673</b>

Non-Potable Water Program	Draft Budget FY 2022-23	Revised Draft Budget FY 2022-23	*Increase (Decrease)
<b>Revenues</b>			
Water Sales:			
Recycle/Non-Potable	\$ 5,035,800	\$ 5,066,300	\$ 30,500
Water Sales Pleasant Valley	1,261,500	1,261,500	-
Meter Service Charge	126,600	126,600	-
Special Services	25,000	25,000	-
Pump Zone Charges	21,000	21,000	-
Miscellaneous	-	-	-
<b>Total Operating Revenues</b>	<b>\$ 6,469,900</b>	<b>\$ 6,500,400</b>	<b>\$ 30,500</b>
<b>Operating Expenses</b>			
Import Water Purchases-Calleguas	\$ 769,439	\$ 768,895	\$ (544)
Conejo Creek Project	640,906	640,906	-
CamSan	92,963	92,963	-
Production Power	864,183	864,183	-
<b>Total Production</b>	<b>\$ 2,367,491</b>	<b>\$ 2,366,947</b>	<b>\$ (544)</b>
Regular Salaries	\$ 714,831	\$ 730,496	\$ 15,665
Overtime/Standby	23,801	24,139	338
Part Time	12,067	12,067	-
Benefits	272,009	272,687	678
<b>Total Salaries &amp; Benefits</b>	<b>\$ 1,022,708</b>	<b>\$ 1,039,389</b>	<b>\$ 16,681</b>
Outside Contracts	\$ 812,086	\$ 812,086	\$ -
Professional Services	309,980	309,980	-
<b>Total Outside Cont/Profess Services</b>	<b>\$ 1,122,066</b>	<b>\$ 1,122,066</b>	<b>\$ -</b>
Utilities	\$ 8,954	\$ 8,954	\$ -
Communications	23,556	23,556	-
Pipeline Repairs	100,000	100,000	-
Small Tools & Equipment	6,733	6,733	-
Materials & Supplies	88,681	88,681	-
Repair Parts & Equipment Maintenance	380,636	380,636	-
Legal Services	39,040	39,040	-
Dues & Subscriptions	15,990	15,990	-
Conference & Travel	4,774	4,774	-
Safety & Training	15,382	15,382	-
Board Expense	41,496	41,496	-
Bad Debt	3,120	3,120	-
Fees & Charges	30,902	30,902	-
Insurance	36,816	36,816	-
<b>Total Supplies &amp; Services</b>	<b>\$ 796,080</b>	<b>\$ 796,080</b>	<b>\$ -</b>
<b>Total Expenses</b>	<b>\$ 5,308,345</b>	<b>\$ 5,324,482</b>	<b>\$ 16,137</b>
<b>Net Operating Revenues</b>	<b>\$ 1,161,555</b>	<b>\$ 1,175,918</b>	<b>\$ 14,363</b>
<b>Less: Non-Operating Expenses</b>			
Debt Service 2011A/2016	\$ 30,218	\$ 30,218	\$ -
Debt Service 2012	-	-	-
Rate Stabilization Contribution	70,000	70,000	-
CalPERS UAL Additional Contribution	-	-	-
Capital Replacement Contribution	1,368,600	1,380,500	11,900
<b>Total Non-Operating Expenses</b>	<b>\$ 1,468,818</b>	<b>\$ 1,480,718</b>	<b>\$ 11,900</b>
<b>Add: Non-Operating Revenues</b>			
Interest Revenues	\$ 15,000	\$ 15,000	\$ -
Taxes	293,811	293,811	-
<b>Total Non-Operating Revenues</b>	<b>\$ 308,811</b>	<b>\$ 308,811</b>	<b>\$ -</b>
<b>Net Operating Results</b>	<b>\$ 1,548</b>	<b>\$ 4,011</b>	<b>\$ 2,463</b>
Capital Fees	-	-	-
Mitigation & In-Lieu Fees	-	-	-
Grants	-	-	-
<b>Net Operating Results After Capital Fees &amp; Grants</b>	<b>\$ 1,548</b>	<b>\$ 4,011</b>	<b>\$ 2,463</b>

Wastewater Program	Draft Budget FY 2022-23	Revised Draft Budget FY 2022-23	*Increase (Decrease)
<b>Revenues</b>			
Sewer Service Charge	\$ 4,441,500	\$ 4,441,500	\$ -
Special Services	17,000	17,000	-
Miscellaneous	-	-	-
<b>Total Operating Revenues</b>	<b>\$ 4,458,500</b>	<b>\$ 4,458,500</b>	<b>\$ -</b>
<b>Operating Expenses</b>			
Salinity Management Pipeline-Calleguas	\$ 22,984	\$ 22,984	\$ -
<b>Total Production</b>	<b>\$ 22,984</b>	<b>\$ 22,984</b>	<b>\$ -</b>
Regular Salaries	\$ 1,099,741	\$ 1,123,841	\$ 24,100
Overtime/Standby	36,617	37,136	519
Part Time	18,564	18,564	-
Benefits	418,475	419,519	1,044
<b>Total Salaries &amp; Benefits</b>	<b>\$ 1,573,397</b>	<b>\$ 1,599,060</b>	<b>\$ 25,663</b>
Outside Contracts	\$ 1,320,863	\$ 1,320,863	\$ -
Professional Services	306,132	306,132	-
<b>Total Outside Cont/Profess Services</b>	<b>\$ 1,626,995</b>	<b>\$ 1,626,995</b>	<b>\$ -</b>
Utilities	\$ 25,045	\$ 25,045	\$ -
Communications	26,425	26,425	-
Pipeline Repairs	10,000	10,000	-
Small Tools & Equipment	4,198	4,198	-
Materials & Supplies	148,663	148,663	-
Repair Parts & Equipment Maintenance	135,675	135,675	-
Legal Services	15,750	15,750	-
Dues & Subscriptions	20,937	20,937	-
Conference & Travel	5,355	5,355	-
Safety & Training	17,255	17,255	-
Board Expense	46,550	46,550	-
Bad Debt	3,500	3,500	-
Fees & Charges	99,163	99,163	-
Insurance	41,300	41,300	-
<b>Total Supplies &amp; Services</b>	<b>\$ 599,816</b>	<b>\$ 599,816</b>	<b>\$ -</b>
<b>Total Expenses</b>	<b>\$ 3,823,192</b>	<b>\$ 3,848,855</b>	<b>\$ 25,663</b>
<b>Net Operating Revenues</b>	<b>\$ 635,308</b>	<b>\$ 609,645</b>	<b>\$ (25,663)</b>
<b>Less: Non-Operating Expenses</b>			
Debt Service 2011A/2016	\$ 189,525	\$ 189,525	\$ -
Debt Service 2012	-	-	-
Rate Stabilization Contribution	-	-	-
CalPERS UAL Additional Contribution	-	-	-
Capital Replacement Contribution	455,000	430,000	(25,000)
<b>Total Non-Operating Expenses</b>	<b>\$ 644,525</b>	<b>\$ 619,525</b>	<b>\$ (25,000)</b>
<b>Add: Non-Operating Revenues</b>			
Interest Revenues	\$ 13,000	\$ 13,000	\$ -
<b>Total Non-Operating Revenues</b>	<b>\$ 13,000</b>	<b>\$ 13,000</b>	<b>\$ -</b>
<b>Net Operating Results</b>	<b>\$ 3,783</b>	<b>\$ 3,120</b>	<b>\$ (663)</b>
Capital Fees			-
In-Lieu Fees			-
Grants			-
<b>Net Operating Results After Capital Fees &amp; Grants</b>	<b>\$ 3,783</b>	<b>\$ 3,120</b>	<b>\$ (663)</b>
<b>Debt Ratio</b>	<b>3.42</b>	<b>3.29</b>	

# Five-Year Capital Outlay

No.	Project Description	2022-2023 Budget	Mid-Year 2022-2023	FY 2024 Projection	FY 2025 Projection	FY 2026 Projection	FY 2027 Projection	FY 2028 Projection	Total
<b>Potable Water Facilities</b>									
1	AMR AclaraOne + MTU Upgr Zone 2	462,000							\$ 462,000
2	Sampling Stations			100,000	500,000	500,000			\$ 1,100,000
3	<b>Reservoir Rehabilitation Program</b>								
4	Res 4C Hydro-pneumatic Pump Station			1,655,000					\$ 1,655,000
5	Res 4C Tank Replacement				2,440,000				\$ 2,440,000
6	Res 3A Tank Replacement - Potable						220,000	4,170,000	\$ 4,390,000
7	New Potable reservoir (1C)			495,000	3,382,500				\$ 3,877,500
8	<b>New Pump Station Program</b>								
9	Pump Station 1 to 2 @ MS#8				97,200	900,000			\$ 997,200
10	Pump Station 2 to 3D at MS#6						97,200	900,000	\$ 997,200
11	<b>Pump Station Replacement Program</b>								
12	3D Pump Station 5				600,000				\$ 600,000
13	Pump Station 1&2 - Mechanical						350,000		\$ 350,000
14	<b>Potable Pipeline Replacement Program</b>								
15	Distribution Valve Replacement		100,000	100,000	100,000	100,000	100,000	100,000	\$ 600,000
16	Cam Springs Waterline		150,000						\$ 150,000
17	Expand Santa Rosa Line to 24' (Upland Rd to San Rafael Way)			58,500	600,000				\$ 658,500
18	<b>New Well Design Program</b>								
19	CSCUI Back-up Well	180,000		3,000,000					\$ 3,180,000
20	PV Well # 3	180,000		7,820,000					\$ 8,000,000
21	2 Monitoring Wells (PV Basin)				540,000				\$ 540,000
22	SR #3 Utilization					100,000			\$ 100,000
23	<b>Well Rehabilitation Program</b>								
24	Well Rehabilitation Program			400,000		200,000		200,000	\$ 800,000
25	<b>Meter Station Replacement Program</b>								
26	Meter Station Control Cabinets								\$ 280,000
27	Meter Station 11 & Pressure Relief Station Rehabilitation			290,000					\$ 290,000
28	Meter Station Replacement Program					200,000		150,000	\$ 350,000
29	<b>VFD Replacement Program</b>								
30	VFD Replacement Program			30,000	30,000	30,000	30,000	30,000	\$ 150,000
31	<b>Total Potable Water Facilities</b>	\$ 822,000	\$ 250,000	\$ 13,948,500	\$ 8,289,700	\$ 2,030,000	\$ 797,200	\$ 5,550,000	\$ 31,967,400
<b>Non-Potable Water Facilities</b>									
1	Pond Improvements			110,000	1,500,000				\$ 1,610,000
2	<b>Reservoir Rehabilitation Program</b>								
3	AG3 Tank Replacement	150,000		660,000					\$ 810,000
4	Yucca Tank Replacement					135,000	425,000		\$ 560,000
5	Ag 2 tank recoating						150,000	150,000	\$ 300,000
6	<b>Pump Station Replacement Program</b>								
7	PS#4 Auxiliary Pump			65,000					\$ 65,000
8	Pump Station Replacement Program (PS4 then Pond Station)			420,000			425,000		\$ 845,000
9	<b>Non-Potable Pipeline Replacement Program</b>								
10	Non-Potable Distribution expansion			250,000	250,000	2,250,000	2,250,000		\$ 5,000,000
11	Non-Potable Pipeline Replacement Program			60,000	90,000	390,000		390,000	\$ 930,000
12	<b>Well Rehabilitation Program</b>								
13	Santa Rosa Well #10 Well Rehabilitation			230,000					\$ 230,000
14	NP Well Rehabilitation Program				250,000		250,000		\$ 500,000
15	VFD Replacement Program			50,000	50,000	50,000	50,000	50,000	\$ 250,000
16	MCC Replacement Program			300,000	520,000	240,000			\$ 1,060,000
17	<b>Total Non-Potable Water Facilities</b>	\$ 150,000	\$ 0	\$ 2,145,000	\$ 2,660,000	\$ 3,065,000	\$ 3,550,000	\$ 590,000	\$ 12,160,000
<b>Wastewater Facilities</b>									
1	CWRF PLC Replacement			175,000	700,000				\$ 875,000
2	Dewatering Press			850,000					\$ 850,000
3	Smart Covers Sewer Manholes			90,000	90,000	90,000	90,000	90,000	\$ 450,000
4	Effluent Line Replacement							295,000	\$ 295,000
5	Amonia Injection (Sequential Chlorination)								\$ -
6	New CWRF Generator			400,000					\$ 400,000
7	<b>Sewer Lift MCC &amp; Rehabilitation</b>								
8	Sewer Lift 4 MCC & Rehabilitation			360,000					\$ 360,000
9	Sewer Lift MCC & Rehabilitation ( 3& 2)							360,000	\$ 360,000
10	<b>Collection System Replacement</b>								\$ -
11	Collection System Hot Spots	330,000			330,000		330,000		\$ 990,000
12	Bar Screen Replacement	500,000		-					\$ 500,000
13	<b>Total Wastewater Facilities</b>	\$ 830,000	\$ 0	\$ 1,875,000	\$ 1,120,000	\$ 90,000	\$ 420,000	\$ 745,000	\$ 5,080,000
14	<b>Total General Projects</b>	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000
15	<b>Grand Total Projects &amp; Fixed Assets</b>	1,802,000	250,000	18,218,500	12,319,700	5,435,000	5,017,200	7,135,000	50,177,400

## Board Memorandum

May 12, 2022

**To:** Board of Directors

**From:** Tony L. Stafford, General Manager

**Subject:** Sequential Chlorination CIP

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**Objective:** Establish a capital improvement project (CIP) for Sequential Chlorination.

**Action Required:**

- 1) Appropriate \$400,000.00 from the wastewater capital improvement fund to establish a new Sequential Chlorination CIP.
- 2) Authorize the General Manager to issue a purchase order in an amount not to exceed \$145,000.00 to Hach Co. for necessary analyzers associated with the Sequential Chlorination project.
- 3) Authorize the General Manager to issue a purchase order in an amount not to exceed \$90,000.00 to YSI, Inc. for necessary analyzers associated with the Sequential Chlorination project.

**Discussion:** In October 2019, the Los Angeles Regional Water Quality Control Board (LA-RWQCB) amended the District's waste discharge requirements (WDR) permit to rerate the Camrosa Water Reclamation Facility (CWRF) from 1.5 MGD to 2.25 MGD.

The CWRF currently uses chloramines, which avoid the creation of trihalomethanes (TTHM), a disinfection byproduct regulated by our WDR, but which also require significant detention time to disinfect. To avoid the cost of building another chlorine contact chamber, the District proposed using "sequential chlorination." This employs free chlorine to meet disinfection standards more quickly, eliminating the need for the second chlorine contact chamber, paired with the subsequent injection of ammonia to create chloramines, preventing the formation of TTHMs.

District laboratory and operations staff proved the concept with a temporary setup and submitted a study prior to the LA-RWQCB demonstrating equivalent 5-log removal of MS-2 bacteriophage virus at the existing and proposed rerated capacity and defining an operating strategy. The next step is to build a permanent facility. This will include process controls, a tank for ammonia storage, piping and trenching, peristaltic pumps, associated wiring, and integration into the district's SCADA system.

The purchase orders to Hach Co. and YSI, Inc. will cover the analyzers and associated instruments. The remainder of the CIP budget will go toward the other equipment described above, and the cost of its installation.

## Board Memorandum

May 12, 2022

**To:** General Manager

**From:** Jozi Zabarsky, Customer Service Manager

**Subject:** Board Meeting and Agenda Management

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**Objective:** Subscribe to a Board meeting/agenda management platform.

**Action Required:** Authorize the General Manager to enter into a three-year agreement with Granicus, in the amount of \$13,524.23, to subscribe to their meeting and agenda management platform.

**Discussion:** The current process of agenda management and minutes recording is outdated and labor-intensive. The creation of the Board packet, its distribution, and notifications to interested parties is currently a manual process, and the responsibility falls on a single employee. The creation of the Board minutes is also a manual process, and the responsibility falls on a different employee.

Staff recommends transitioning to a more efficient web-based platform for Board meeting and agenda management. This platform will improve the efficiency of the agenda review process, standardize the Board documents, automate the distribution and notification process, and allow multiple users to perform the duties in a consistent manner.

The cost breakdown is:

- Year 1: \$4,290.00
- Year 2: \$4,504.50
- Year 3: \$4,729.73

There are available funds in the FY 2021-22 Budget.



**Camrosa Water District  
7385 Santa Rosa Rd.  
Camarillo, CA 93012  
Telephone (805) 482-4677 - FAX (805) 987-4797**

**Some of the important terms of this agreement are printed on pages 2 through 3. For your protection, make sure that you read and understand all provisions before signing, and the Granicus Master Subscription Agreement attached as Exhibit A, are incorporated in this document and will constitute a part of the agreement between the parties when signed.**

TO: Granicus, LLC DBA Granicus  
408 St Peter St., Suite 600  
Saint Paul, MN 55102

DATE: May 12, 2022

Agreement No.: 2022-132

The undersigned Consultant offers to furnish the following: Peak Agenda Management subscription as outlined in attached proposal.

Contract price \$: Per price proposal attached dated 04/14/2022  
Year 1 - \$4,290.00  
Year 2 - \$4,504.50  
Year 3 - \$4,729.73

Contract Term: May 12, 2022 – May 12, 2025

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

Consultant: Granicus, LLC DBA Granicus

By:  
Tony L. Stafford

By:   
065201CE166448D...  
Kelly Oliver

Title: General Manager

Title: Vice President, Contracts

Date:

Date: 4/21/2022

Other authorized representative(s):

Other authorized representative(s):

Consultant agrees with Camrosa Water District (District) that:

- a. **Minimum Insurance Requirements:** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.
- b. **Coverage:** Coverage shall be at least as broad as the following:
  1. **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 one million dollars (\$1,000,000) per occurrence. 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 the District) or the general aggregate limit shall be twice the required occurrence limit.
  2. **Automobile Liability -** (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
  3. **Workers' Compensation Insurance -** 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.
  4. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
  5. **Professional Liability -** (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
  6. **Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions),** with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- c. **If Claims Made Policies:**
  1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
  3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**Other Required Provisions:** The general liability policy must contain, or be endorsed to contain, the following provisions:

- a. **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 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
- b. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 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 Consultant's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. 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.

**Acceptability of Insurers:** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

**Verification of Coverage:** Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

**Subcontractors:** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

**Other Requirements:**

- a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
- b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.
- c. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. Consultant's "other authorized representative(s)" has/have the authority to execute such written change for Consultant.

The District may terminate this Agreement at any time, with or without cause, giving ninety (90) days written notice to Consultant, specifying the effective date of termination.



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Camrosa Water District

## Granicus Proposal for Camrosa Water District

### ORDER DETAILS

**Prepared By:** Dave Marich  
**Phone:**  
**Email:** dave.marich@granicus.com  
**Order #:** Q-178876  
**Prepared On:** 04/14/2022  
**Expires On:** 05/31/2022

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 36 months.



## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Peak - Setup & Configuration	Up Front	1 Each	\$0.00
Peak Online Group Training	Upon Delivery	8 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Send Agenda (Peak) Set up and Config	Up Front	1 Each	\$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$4,290.00
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Peak)	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
iLegislate	Annual	1 Each	\$0.00
SUBTOTAL:			\$4,290.00

**FUTURE YEAR PRICING**

Solution(s)	Period of Performance	
	Year 2	Year 3
Peak Agenda Management	\$4,504.50	\$4,729.73
Open Platform Suite	\$0.00	\$0.00
Send Agenda (Peak)	\$0.00	\$0.00
govDelivery for Integrations	\$0.00	\$0.00
iLegislate	\$0.00	\$0.00
<b>SUBTOTAL:</b>	<b>\$4,504.50</b>	<b>\$4,729.73</b>



## PRODUCT DESCRIPTIONS

Solution	Description
Peak Agenda Management	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Access to up to one (1) Peak Agenda Management site</li> </ul>
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Peak - Setup & Configuration	<p>Setup and Configuration for Peak Agenda Management includes implementation of:</p> <ul style="list-style-type: none"> <li>• Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template</li> <li>• Up to one (1) public view page portal</li> </ul>
Peak Online Group Training	Peak Agenda Management - Online Group Training is for Group training of Peak Agenda Management, which allows clients to have up to six (6) users participate in online Group sessions with a Granicus trainer and other client users, to learn how to use the system.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform



Solution	Description
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>
iLegislate	<p>iLegislate® enables government officials to review meeting agendas, supporting documents, and archived videos on any tablet or desktop that supports iOS, Android, Windows, or OS X. iLegislate seamlessly connects all agenda data to a tablet or desktop, automatically updating it with the latest information when online, and is available for review when offline. Elected members and staff can review agendas and PDF attachments, and bookmark items of interest, while offline (currently tablet only). Changes are automatically backed up to the Granicus cloud when an internet connection is established. iLegislate includes:</p> <ul style="list-style-type: none"> <li>• Automated updates through desktop application</li> <li>• Ability to download agendas</li> <li>• Annotations</li> <li>• Cloud stored data</li> <li>• Ability to utilize on IOS, Android, Windows, and Mac OSX</li> <li>• eComment integration (if jurisdiction also has eComment)</li> <li>• Upload of upcoming agendas</li> <li>• Convenient access to meeting agendas and supporting documents</li> <li>• Review agendas and attachments offline and on-the-go</li> <li>• Review indexed, archived meeting videos</li> <li>• Public opinion placed at elected officials' fingertips</li> </ul>

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to





operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**

- Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

## **UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):**

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.



## TERMS & CONDITIONS

- Link to Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Camrosa Water District to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.



## BILLING INFORMATION

<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
<b>Billing Address:</b>		<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-178876 dated 04/14/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Camrosa Water District	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	



## Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made and entered into as of the latter date of the signatures below (the "Effective Date") by and between Camrosa Water District ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

**1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

**"Agreement Term"** means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

**"Extension Term"** means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

**"Granicus Products and Services"** means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

**"Initial Term"** shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

**"Order"** means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

**"Order Term"** means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

**"Statement of Work" or "SOW"** means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

**"Support"** means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

**2. Ordering and Scope**

**2.1. Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

## EXHIBIT A

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

### 3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").
  - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
  - 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.
  - 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
    - 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
  - 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

## EXHIBIT A

### 3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

- 3.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.
- 3.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- 3.2.5.3. Data Obtained through the Granicus Advanced Network**
- 3.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
- 3.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.
- 3.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

### 3.3. Restrictions. Client shall not:

- 3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

## EXHIBIT A

- 3.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
  - 3.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
  - 3.3.4.** Client must not use the Services as a door or signpost to another server.
  - 3.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
  - 3.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
  - 3.3.7.** Use the Granicus Products and Services for any unlawful purposes;
  - 3.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
  - 3.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
  - 3.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

## 4. Payment

- 4.1. Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.



## EXHIBIT A

### 5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided “AS IS” and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT’S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

### 6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information (“Confidential Information”). Confidential Information shall include: (i) Granicus’ Products and Services, (ii) non-public information if it is clearly and conspicuously marked as “confidential” or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party’s possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party’s Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.



## EXHIBIT A

- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.
- 6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

## 7. Term and Termination

- 7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## EXHIBIT A

### 8. Limitation of Liability

**8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

**8.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

### 9. Indemnification

**9.1. Indemnification by Granicus.** Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus

## EXHIBIT A

Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

- 9.2. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

### 10. General

- 10.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 10.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.3. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.
- 10.4. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.5. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.6. No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.7. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for

**EXHIBIT A**

that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

Granicus		Camrosa Water District	
<b>ATTN:</b>	Contracts	<b>ATTN:</b>	
<b>Address:</b>	408 St. Peter Street Suite 600 Saint Paul, MN 55102	<b>Address:</b>	7385 Santa Rosa Rd. Camarillo, CA 93012
<b>Phone:</b>	(651) 757-4154	<b>Phone:</b>	(805) 482-8214
<b>Email:</b>	contracts@granicus.com	<b>Email:</b>	

- 10.8. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.9. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, MN.
- 10.10. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.
- 10.11. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.
- 10.12. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

**EXHIBIT A**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

**Granicus****By:**

DocuSigned by:



(Authorized Signature)

**Name:**

kelly oliver

(Print or Type Name of Signatory)

**Title:**

Vice President - Contracts

**Date:**

4/21/2022

(Execution Date)

**Camrosa Water District****By:**

(Authorized Signature)

**Name:**

Tony L. Stafford

**Title:****Date:**

(Execution Date)

Attachment(s): Exhibit A (Proposal)

## Board Memorandum

May 12, 2022

**To:** Board of Directors

**From:** General Manager

**Subject:** Closed Session Conference with Legal Counsel – Litigation Matters

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**Objective:** To confer with and receive advice from counsel regarding litigation matters.

**Action Required:** No action necessary; for information only.

**Discussion:** Litigation matters may be discussed in closed session pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9.

The following material is provided to members of the Board for information only and is not formally a part of the published agenda.

- A. Quarterly Investment Report
- B. 2022 Board Calendar

**CAMROSA WATER DISTRICT**  
**Statement of Investments**  
**FY 21-22**  
For Quarter Ending: 03/21/2022 (04/15/22)

LAIF	N/A	State Treasurer	Date Of Deposit	Call Date	Beginning of Year Investment	Opening Balance	Closing Balance	Value at Maturity	
			Daily	Daily					
					13,774,265	26,991,900	\$ 28,864,141	100.00%	\$28,864,141
<b>Total Laif</b>					13,774,265	26,991,900	28,864,141	100.00%	28,864,141
OTHER INVESTMENT TOTALS:					-	-	-	0.00%	-
<b>TOTAL OF ALL INVESTMENTS:</b>					13,774,265	26,991,900	28,864,141	100.00%	

**ACTIVITY FOR THE QUARTER:**

**LAIF**

Transfers of fund to General Operations.  
Transfer from Cash Receipts to LAIF  
Quarterly Interest as of 03/31/2022 for Qtr ending 04/15/2022

1,850,000  
22,242

LAIF Performance Report		PMIA Average Monthly	
Apportionment Rate	0.32%	Effective Yield	
Earnings Ratio	0.00000875657176851	Jan 2022	0.234
Daily	0.42%	Feb 2022	0.278
Quarter to Date	0.29%	March 2022	0.365

TREASURY BILL RATES (03/31/2022)										
1 Mo	3 Mo	6 Mo	1 Yr	2 Yr	3 Yr	5 Yr	7 Yr	10 Yr	20 Yr	30 Yr
0.17	0.52	1.06	1.63	2.28	2.45	2.42	2.4	2.32	2.59	2.44

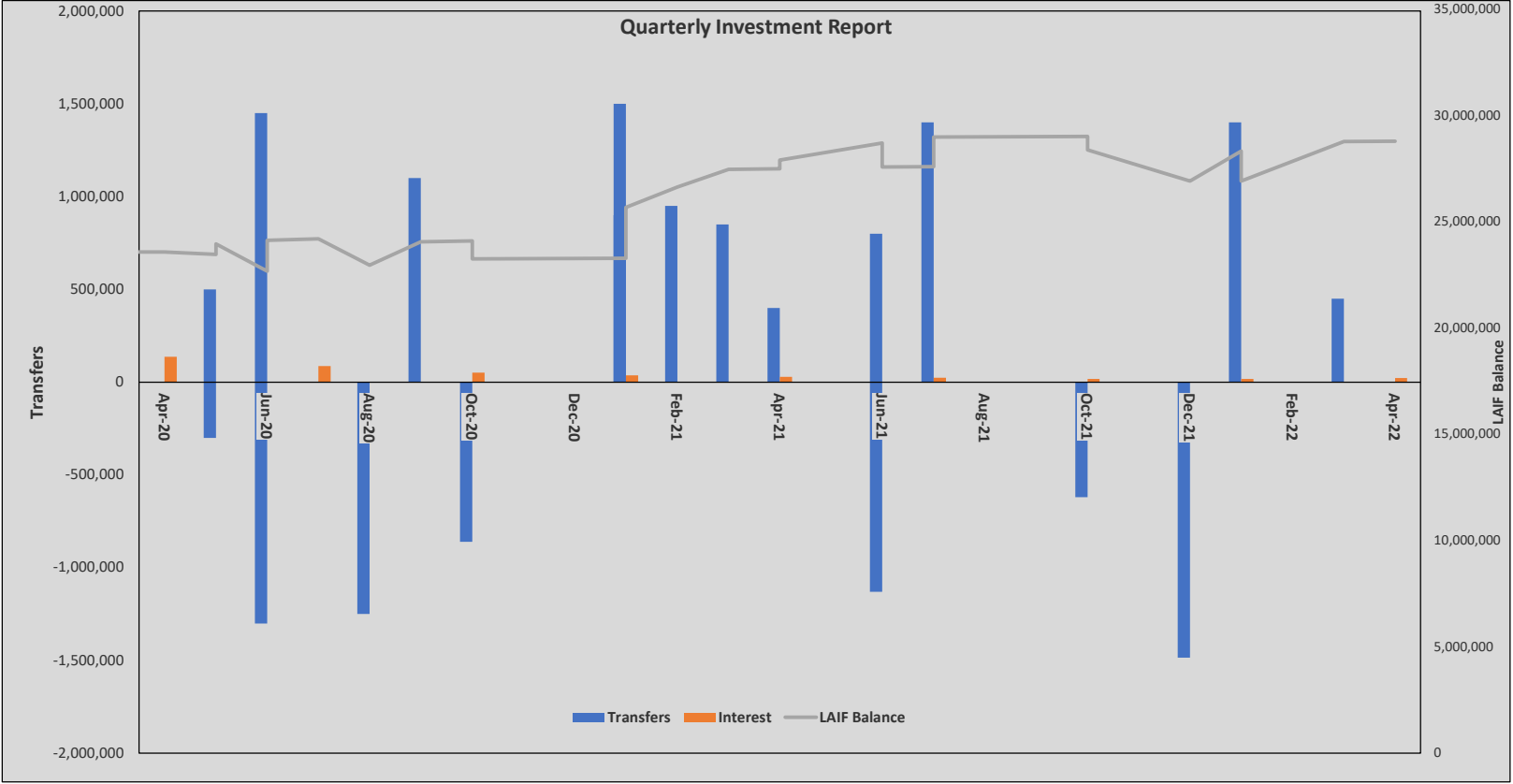
**BOND RESERVES**

	TYPE OF INVESTMENT	INSTITUTION	DATE OF DEPOSIT	DATE OF MATURITY		PRINCIPAL INVESTMENT	ACCRUED INCOME	RATE OF RETURN
W & WW Rev Bonds Series 2016	LIQUIDITY FUNDS	BLACKROCK	10/19/2016	N/A		\$ 879,529	\$ 58.08	0.06%
						\$ 879,529	\$ 58.08	

**BOND ACQUISITION FUNDS**

	TYPE OF INVESTMENT	INSTITUTION	DATE OF DEPOSIT	DATE OF MATURITY		PRINCIPAL INVESTMENT	ACCRUED INCOME	RATE OF RETURN
W&WW Rev Bonds Series 2016	WATER ACQUISITION FUND	BLOCKROCK	10/19/2016	N/A		\$ 2,641,777	\$ 174.30	0.06%
						\$ 2,641,777	\$ 174	





# 2022 Camrosa Board Calendar

JANUARY							FEBRUARY							MARCH							2022 Holidays						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	January 3 <sup>rd</sup> - New Year's Holiday (Observed) February 21 <sup>st</sup> - President's Day May 30 <sup>th</sup> - Memorial Day July 4 <sup>th</sup> - Independence Day September 5 <sup>th</sup> - Labor Day November 11 <sup>th</sup> - Veteran's Day November 24 <sup>th</sup> & 25 <sup>th</sup> - Thanksgiving December 23 <sup>rd</sup> & 26 <sup>th</sup> - Christmas December 30 <sup>th</sup> - New Year's Eve						
						1			1	2	3	4	5			1	2	3	4	5							
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12							
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19							
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26							
23	24	25	26	27	28	29	27	28						27	28	29	30	31									
30	31																										
APRIL							MAY							JUNE							2022 Conferences						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	CASA Winter Conf. (Palm Springs) - Jan. 19 <sup>th</sup> - 21 <sup>st</sup> ACWA Spring Conf. (Sacramento) - May 3 <sup>rd</sup> - 6 <sup>th</sup> CASA 67th Annual Conf. (Squaw Creek) - Aug. 10 <sup>th</sup> - 12 <sup>th</sup> ACWA Fall Conf. (Indian Wells) - Nov. 29 <sup>th</sup> - Dec. 2 <sup>nd</sup>						
						1 2	1	2	3	4	5	6	7				1	2	3	4							
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11							
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18							
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25							
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30									
JULY							AUGUST							SEPTEMBER							2022 AWA Meetings						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	"Water Issues" Third Tuesday (except Apr., Aug., Dec.) Waterwise Breakfast (See yellow on calendar) AWA Board Meetings (See orange on calendar) <b>August - DARK (No Meetings or Events)</b> September 29 <sup>th</sup> - Reagan Library Reception <b>**DATE ?? - Annual Symposium**</b> December 8 <sup>th</sup> - Holiday Mixer						
						1 2		1	2	3	4	5	6					1	2	3							
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10							
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17							
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24							
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30								
31																											
OCTOBER							NOVEMBER							DECEMBER							2022 VCSDA Meetings						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	February 1 <sup>st</sup> - Annual Dinner April 5 <sup>th</sup> June 7 <sup>th</sup> August 2 <sup>nd</sup> October 4 <sup>th</sup> December 5 <sup>th</sup>						
						1			1	2	3	4	5					1	2	3							
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10							
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17							
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24							
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31							
30	31																										

Camrosa Water District  
7385 Santa Rosa Road  
Camarillo, CA 93012

**Note:** Board of Directors meetings are highlighted in **RED**. Board Meetings are held on the **2nd & 4th Thursday** of each month at 5pm unless indicated.