

### AGENDA

### REGULAR MEETING OF THE BOARD OF DIRECTORS LA PUENTE VALLEY COUNTY WATER DISTRICT 112 N. FIRST STREET, LA PUENTE, CALIFORNIA MONDAY, JANUARY 8, 2018 AT 5:30 PM

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

### 3. ROLL CALL OF BOARD OF DIRECTORS

President Hastings\_\_\_\_\_ Vice President Rojas\_\_\_\_ Director Aguirre\_\_\_\_\_

Director Escalera\_\_\_\_ Director Hernandez\_\_\_\_

### 4. PUBLIC COMMENT

Anyone wishing to discuss items on the agenda or pertaining to the District may do so now. The Board may allow additional input during the meeting. A five-minute limit on remarks is requested.

### 5. ADOPTION OF AGENDA

Each item on the Agenda shall be deemed to include an appropriate motion, resolution or ordinance to take action on any item. Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the District office, located at the address listed above.

### 6. REORGANIZATION OF THE BOARD OF DIRECTORS

### A. PRESIDENT

B. VICE PRESIDENT

### 7. APPROVAL OF CONSENT CALENDAR

There will be no separate discussion of Consent Calendar items as they are considered to be routine by the Board of Directors and will be adopted by one motion. If a member of the Board, staff, or public requests discussion on a particular item, that item will be removed from the Consent Calendar and considered separately.

- A. Approval of Minutes of the Regular Meeting of the Board of Directors held on December 21, 2017.
- B. Approval of District Expenses for the Month of December 2017.
- C. Approval of City of Industry Waterworks System Expenses for the Month of December 2017.

- D. Receive and File the District's Water Sales Report for December 2017.
- E. Receive and File the City of Industry Waterworks System's Water Sales Report for December 2017.
- F. Receive and File the Water Production and Conservation Report for December 2017.
- G. Receive and File the Report on Director Expenses for the Fourth Quarter of 2017.

### 8. ACTION / DISCUSSION ITEMS

- A. Consideration of Resolution No. 251 Revising the District's Employee Policies and Procedures Manual.
   *Recommendation:* Approve Resolution No. 251.
- B. Authorization of Annual Audit by Fedak & Brown LLP of District's Financial Statements for Year Ending December 31, 2017.
  *Recommendation:* Authorize Fedak & Brown LLP to Perform the 2017 Financial Audit.
- C. Consideration to Declare the District's Truck No. 24 (2007 Ford Ranger Pickup Truck) as Surplus Property and Authorize Sale Thereof.
  *Recommendation:* Declare District's Truck No. 24 as Surplus Property and Authorize District Staff to Sell the Vehicle via Auction at Ken Porter Auctions.
- D. Approval of Attendance for Upcoming Conferences and Meetings.*Recommendation:* Board Discretion.
- E. Discussion Regarding Current Ad Hoc Committee Assignments. *Recommendation:* Board Discretion.

### 9. GENERAL MANAGER'S REPORT

### **10. OTHER ITEMS**

- A. Upcoming Events.
- B. Information Items.

### **11. ATTORNEY'S COMMENTS**

### **12. BOARD MEMBER COMMENTS**

- A. Report on Events Attended.
- B. Other Comments.

### **13. FUTURE AGENDA ITEMS**

### **14. ADJOURNMENT**

### **POSTED:** Friday, January 5, 2018

### President David Hastings, Presiding.

Any qualified person with a disability may request a disability-related accommodation as needed to participate fully in this public meeting. In order to make such a request, please contact Mr. Greg Galindo, Board Secretary, at (626) 330-2126 in sufficient time prior to the meeting to make the necessary arrangements.

<u>Note:</u> Agenda materials are available for public inspection at the District office or visit the District's website at www.lapuentewater.com.



### MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE LA PUENTE VALLEY COUNTY WATER DISTRICT

A regular meeting of the Board of Directors of the La Puente Valley County Water District was held on Thursday, December 21, 2017, at 5:30 p.m. at the District office, 112 N. First St., La Puente, California.

### Meeting Called to Order:

President Hastings called the meeting to order at 5:30 p.m.

### Pledge of Allegiance:

President Hastings led the meeting in the Pledge of Allegiance.

### **Directors Present:**

David Hastings, President; William R. Rojas, Vice President; Charles Aguirre, Director; John P. Escalera, Director and Henry Hernandez, Director.

### Staff Present:

Greg Galindo, General Manager; Gina Herrera, Customer Service and Accounting Supervisor; Roy Frausto, Compliance Officer and Project Engineer and Roland Trinh, District Counsel.

### **Others Present:**

James L'Esperance, Northrop Grumman; Klaus Rohwer, Equipoise Corporation; Al Contreras, Upper San Gabriel Valley Municipal Water District.

### Adoption of Agenda:

Mr. Galindo reported that there were two recommended revisions to the agenda; in the title of Item 8 and Item 9.A. the words Initial Study should be removed.

President Hastings asked for the approval of the agenda with the recommended revisions.

Motion by Vice President Rojas, seconded by Director Aguirre, that the agenda be adopted with the revisions.

Motion approved by the following vote:

Ayes: Hastings, Aguirre, Escalera, Rojas and Hernandez. Nays: None.

### Consent Calendar:

President Hastings asked for the approval of the Consent Calendar.

- **A.** Approval of the Minutes of the Regular Meeting of the Board of Directors held on December 11, 2017.
- **B.** Receive and File the Water Production Report for November 2017.
- **C.** Approval to Attend the Association of Ground Water Agencies AGWA AGWT Annual Conference on Monday and Tuesday, February 12 13, 2018, in Ontario, CA.

Motion by Director Aguirre, seconded by Vice President Rojas, to approve the consent calendar as presented.

Motion approved by the following vote: Ayes: Hastings, Aguirre, Escalera, Rojas and Hernandez. Nays: None.

### Financial Reports:

- A. Summary of Cash and Investments as of November 30, 2017.
- Mr. Galindo presented the Summary of Cash and Investments.

Motion by Director Escalera, seconded by Vice President Rojas, to receive and file the Summary of Cash and Investments as of November 30, 2017, as presented.

Motion approved by the following vote:

Ayes: Hastings, Aguirre, Escalera, Rojas and Hernandez. Nays: None.

- **B.** Statement of the District's Revenues and Expenses as of November 30, 2017.
- Mrs. Herrera provided a brief summary of the District's Statement of Revenue and Expenses.

Motion by Vice President Rojas, seconded by President Hastings, to receive and file the Statement of the District's Revenues and Expenses as of November 30, 2017, as presented.

Motion approved by the following vote:

Ayes: Hastings, Aguirre, Escalera, Rojas and Hernandez.

Nays: None.

- **C.** Statement of the City of Industry Waterworks System's Revenues and Expenses as of November 30, 2017.
- Mrs. Herrera provided a brief summary of the Statement of Revenues and Expenses for the City of Industry Waterworks System.

Motion by Director Aguirre, seconded by President Hastings, to receive and file the Statement of the City of Industry Waterworks System's Revenues and Expenses as of November 30, 2017, as presented.

### Motion approved by the following vote:

Ayes: Hastings, Aguirre, Escalera, Rojas and Hernandez. Nays: None.

# Public Hearing on the Adoption of Mitigated Negative Declaration for the Puente Valley Operable Unit Intermediate Zone Remedy Project located Within the Cities of Industry and La Puente, CA.

- President Hastings opened the public hearing on the Adoption of Mitigated Negative Declaration for the Puente Valley Operable Unit Intermediate Zone Remedy Project located within the Cities of Industry and La Puente, CA.
- Mr. Galindo provided a presentation that summarized the Puente Valley Operable Unit Intermediate Zone Remedy Project and the findings of the Initial Study that was prepared for the project. The presentation is attached to these minutes.
- During the presentation there was discussion on various aspects on the findings of the Study and on different aspects of the project.
- Hearing no objections or comments from the public, President Hastings closed the public hearing.

### Action/Discussion Items Item:

**A.** Consideration of Resolution No. 249 adopting the Mitigated Negative Declaration for the Puente Valley Operable Unit Intermediate Zone Project (PVOU IZ).

• Mr. Trinh summarized Resolution No. 249 for the Board and the specific actions that the Board would be taking by adopting the resolution.

Motion by President Hastings, seconded by Vice President Rojas, to approve Resolution No. 249 as presented.

Motion approved by the following vote: Ayes: Hastings, Aguirre, Escalera, Rojas and Hernandez. Nays: None.

- **B.** Consideration of Agreement for Operations Services of a Water Treatment Facility with Northrop Grumman Systems Corporation for the PVOU IZ Project.
- Mr. Galindo provided a presentation that summarized both of the agreements for the PVOU IZ Project that the Board was considering. Presentation is attached to these minutes.
- During the presentation there was discussion on various provisions of the agreement.
- He explained that the efforts on drafting and negotiating these agreements was a multi-year process.
- Mr. Galindo concluded that entering into these agreement would result in improving the District's water supply reliability, provide additional revenue from the delivery of treated water and treatment plant operation services and further assist and expedite the groundwater contamination clean-up efforts in the Main San Gabriel Basin.

Motion by Vice President Rojas, seconded by Director Hernandez, to authorize General Manager to Execute Agreement for the Operations Services of a Water Treatment Facility for the PVOU IZ Project.

Motion approved by the following vote: Ayes: Hastings, Aguirre, Escalera, Rojas and Hernandez. Nays: None.

**C.** Consideration of Agreement for Delivery and Beneficial Use of Treated Water with Northrop Grumman Systems Corporation and Suburban Water Systems for the PVOU IZ Project.

Motion by President Hastings, seconded by Director Aguirre, to authorize the General Manager to Execute Agreement for Delivery and Beneficial Use of Treated Water for the PVOU IZ Project.

Motion approved by the following vote:

Ayes: Hastings, Aguirre, Escalera, Rojas and Hernandez. Nays: None.

- **D.** Consideration of Resolution No. 250 Approving the Staff Restructuring Plan as proposed by the District's Staff Assessment Ad Hoc Committee.
- Mr. Galindo provided an overview of the effort that went into developing and drafting the Staff Restructuring plan and summarized the need for the Plan and the anticipated benefits.
- Mr. Galindo also summarized Resolution No. 250 and highlighted the specific actions that would be taken through the adoption of the resolution.

After much discussion, motion by Director Escalera, seconded by Vice President Rojas, to approve Resolution No. 250 as presented.

Motion approved by the following vote:

Ayes: Hastings, Aguirre, Escalera, Rojas and Hernandez. Nays: None.

- **E.** Consideration of Annual Cost of Living Adjustment for District Employees.
- Mr. Galindo summarized his Staff Report regarding the cost of living adjustment and explained his recommendation for an up to 2% cost of living adjustment.

After further discussion, motion by Director Aguirre, seconded by President Hastings, to approve an up to 2% cost of living adjustment that shall be applied to all employee salaries, providing that the adjustment does not result in the employee's salary exceeding the salary range for their respective position.

Motion approved by the following vote: Ayes: Hastings, Aguirre, Escalera, Rojas and Hernandez. Nays: None.

### Project Engineer's Report:

 Mr. Frausto reported that Doty Bros. (General Contractor) had nearly completed the installation of the entire waterline for the Del Valle Waterline Extension Project. He then added that the cut in Tee to the existing 16-inch AC waterline near the intersection of Temple Ave. and Del Valle Ave. was performed the day before (Wednesday). Mr. Galindo added that there was a change in alignment to the original waterline design to accommodate spacing of another waterline.

### General Manager's Report:

• Mr. Galindo reported that interviews were held recently for the PWAG Emergency Coordinator Position and a top candidate was selected. He explained that an offer would be made soon and the position should be filled within the next couple of months.

### Information Items:

**A.** Upcoming Events.

- Mr. Galindo provided an update on the upcoming events in 2017 and the beginning of 2018.
- **B.** Correspondence to the Board of Directors.
- Included in the Board meeting agenda packet.

### Attorney Comments:

Mr. Trinh had no comments.

### **Board Member Comments:**

- **A.** Report on events attended.
- There were no events attended for this period.
- **B.** Other Comments.
- Director Escalera requested the meeting be closed in memory of Jack Saldana, a long time resident of La Puente.

### Future Agenda Items:

No future items.

### Closed Session

### Public Employee Performance Evaluation.

### Position: General Manager.

### **Report on Closed session:**

- Mr. Trinh reported that the Board met tonight in closed session to evaluate a public employee, specifically the position of General Manager.
- Legal counsel was instructed and there was no action taken.

### Additional Action/Discussion Item

## Consideration of Compensation Adjustment and Extension of Employment Contract for the District's General Manager.

- Director Escalera made a recommendation for a compensation increase; he recommended that the General Manager receive a 5% increase along with the approved up to 2% cost of living adjustment.
- Mr. Trinh stated that the staff restructuring proposal, which includes the General Managers salary schedule with a cap of 145K, has been approved tonight. In order to consider Director Escalera's recommendation, a member of the board would have to make a motion to increase the cap of the General Managers salary schedule to a number that would accommodate the recommendation.
- The Directors discussed the compensation for other water districts in the San Gabriel Valley and the impact of different compensation increases.
- The Directors discussed changes to the cap of the General Manager's salary range.
- Mr. Trinh added that he had a discussion with the General Manager, regarding his contract and there are additional items that the Board may want to consider.
  - In lieu of a District vehicle a vehicle allowance of \$500.00 per month and retain the use of a gas card for fuel.
  - Amendment to Employment Contract to extend the term to three years.
- There was further discussion on Director Escalera's recommendation and the additional items regarding the General Managers performance and compensation.
- Mr. Trinh summarized the discussion regarding the compensation for the General Manager.
  - Adjust the General Managers compensation beginning January 1, 2018 to \$151,000 annually. A Modification to the salary schedule for the General Manager to a maximum pay of \$155,000 (salary schedule cap).
  - A \$500.00 vehicle allowance to include all related expenses, with a District paid gas card for District related business only.
  - Receive an adjusted employment contract which gives him a 3 year term beginning January 1, 2018 and after the second year and every year thereafter, a two year extension would be granted contingent on a satisfactory evaluation.

After further discussion, motion by Vice President Rojas, seconded by Director Escalera, to approve the summarized motion by Roland Trinh, District Counsel.

Motion approved by the following vote:

Ayes: Hastings, Aguirre, Escalera, Rojas and Hernandez. Nays: None.

### Adjournment:

There is no further business or comment, the meeting was adjourned in the memory of Jack Saldana at 6:55 p.m.

David Hastings, President

Greg B. Galindo, Secretary

### La Puente Water District December 2017 Disbursements

Check #	Payee	Amount	Description
5304	Rebecca Chao	\$ 231.76	Customer Overpayment Refund
5305	Answering Service Care	\$ 130.13	Answering Service
5306	CCSInteractive	\$ 54.40	Monthly Website Hosting
5307	Chevron	\$ 2,488.20	Truck Fuel
5308	Collicutt Energy Services Inc	\$ 351.00	Generator Maintenance
5309	Dakota Backflow Co	\$ 45.00	Backflow Testing
5310	Eva's Cleaning Service	\$ 420.00	Cleaning Service
5311	Highroad IT	\$ 402.00	Technical Support
5312	Industry Public Utilites	\$ 34,500.33	Web Payments November 2017
5313	Industry Tire Service Inc	\$ 188.65	Truck Maintenance
5314	InfoSend	\$ 923.30	Billing Expense
5315	McMaster-Carr Supply Co	\$ 229.36	Field Supplies
5316	Merritt's Hardware	\$ 164.75	Field Supplies
5317	S & J Supply Co Inc	\$ 7,368.37	Del Valle Housing Project & Inventory
5318	San Gabriel Valley Newspaper Group	\$ 407.44	CEQA Public Notification
5319	SC Edison	\$ 5,385.41	Power Expense
5320	Time Warner Cable	\$ 247.72	Telephone Service
5321	Underground Service Alert	\$ 60.28	Line Notifications
5322	Valley Vista Services	\$ 306.20	Trash Service
5323	Weck Laboratories Inc	\$ 330.50	Water Sampling
5324	Evoqua	\$ 18,228.42	Carbon Changeout
5325	Northstar Chemical	\$ 6,836.13	Chemicals Expense
5326	R C Foster Corporation	\$ 1,903.83	Carbon Changeout
5327	So Cal Water Utilities Association	\$ 210.00	Seminar Expense
5328	Sterling Water Technologies	\$ 1,810.10	Chemicals Expense
5329	Time Warner Cable	\$ 519.42	Telephone Service
5330	Waste Management of SG Valley	\$ 194.10	Trash Service
5331	Weck Laboratories Inc	\$ 2,875.00	Water Sampling
5332	Weck Laboratories Inc	\$ 2,254.50	Water Sampling
5333	Weck Laboratories Inc	\$ 1,605.50	Water Sampling
5334	Gregory B Galindo	\$ 155.00	T-5 Exam Reimbursement
5336	Pavement Coatings Co	\$ 1,426.68	Construction Meter Refund
5337	Bank of America-Visa	\$ 165.73	Administrative Expenses
5338	Bobcat of Los Angeles	\$ 757.77	Equipment Maintenance
5339	CalPERS	\$ 31,250.00	Unfunded Acrual Liability
5340	Citi Cards	\$ 162.88	Administrative Expenses
5341	E & M Tech Support	\$ 4,344.00	Annual Technical Support
5342	Ed Butts Ford	\$ 165.43	Truck Maintenance
5343	Ferguson Waterworks	\$ 11,542.55	Meter Read Collector
5344	Hach Company	\$ 954.79	Regulatory Compliance

### La Puente Water District December 2017 Disbursements - continued

Check #	Рауее	Amount	Description
5345	InfoSend	\$ 757.80	Billing Expense
5346	Jack Henry & Associates	\$ 35.50	Web E-check Fee's
5347	McMaster-Carr Supply Co	\$ 233.14	Field Supplies
5348	Raftelis Financial Consultants	\$ 3,732.50	Water Rate Study
5349	S & J Supply Co Inc	\$ 2,205.24	Field Supplies - Inventory
5350	San Gabriel Valley Water Company	\$ 55.60	Water Service @ Treatment Plant
5351	Staples	\$ 387.11	Office Supplies
5352	Time Warner Cable	\$ 288.44	Telephone Service
5353	Weck Laboratories Inc	\$ 674.00	Water Sampling
5354	Western Water Works	\$ 411.67	Field Supplies
5355	World Space Foundation	\$ 1,000.00	Water Education Services
5356	S & J Supply Co Inc	\$ 300.00	Del Valle Housing Project
5357	Eurofins Eaton Analytical Inc	\$ 500.00	Water Sampling
5358	Hach Company	\$ 955.05	Regulatory Compliance
5359	McMaster-Carr Supply Co	\$ 364.53	Office Supplies
5360	MCR Technologies Inc	\$ 8,673.89	Meter Expense
5361	Peck Road Gravel	\$ 260.42	Property Maintenance
5362	So Cal Industries	\$ 140.00	Restroom Service @ Treatment Plant
5363	State Water Resource Control Board	\$ 12,377.00	Annual Permit Fee's
5364	Doty Bros Equipment Co	\$ 164,767.50	Del Valle Housing Project
5365	Keith R Bowman	\$ 233.00	Educational Reimbursement
5366	Shaunte L Maldonado	\$ 52.86	Mileage Expense
5367	Cell Business Equipment	\$ 39.49	Office Expense
5368	Citi Cards	\$ 3,390.10	Office, Field & Administrative Expense
5369	Ferguson Enterprises Inc #1350	\$ 92.44	Field Supplies
5370	Hose-Man Inc	\$ 131.73	Field Supplies
5371	InfoSend	\$ 150.20	Billing Expense
5372	Jesse's Auto Repair Inc	\$ 180.00	Truck Maintenance
5373	Lagerlof, Senecal, Gosney & Kruse	\$ 7,836.00	Attorney Fee's
5374	OPARC	\$ 873.15	Fire Hydrant Maintenance
5375	S & J Supply Co Inc	\$ 78.67	Field Supplies
5376	SC Edison	\$ 2,646.53	Power Expense
5377	Verizon Wireless	\$ 89.97	Cell Phone Service
5378	Weck Laboratories Inc	\$ 267.00	Water Sampling
5379	Western Water Works	\$ 189.16	Field Supplies
5380	SC Edison	\$ 26,622.66	Power Expense
5381	Albert J Vazquez	\$ 46.10	Clothing Allowance Reimbursement
5382	Miguel A Molina	\$ 70.00	T-3 Exam Reimbursement
5383	Petty Cash	\$ 123.94	Office/Field Expense

### La Puente Water District December 2017 Disbursements - continued

Check #	Payee	Amount	Description
Online	Home Depot	\$ 511.29	Field Supplies
Autodeduct	Bluefin Payment Systems	\$ 835.21	Web Merchant Fee's
Autodeduct	Wells Fargo	\$ 400.59	Bank Fee's
Autodeduct	Wells Fargo	\$ 238.76	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 43.80	Credit Card Machine Lease
Online	Lincoln Financial Group	\$ 4,144.00	Deferred Comp
Online	CalPERS	\$ 11,275.78	Retirement Program
Online	Employment Development Dept	\$ 5,649.18	California State & Unemployment Taxes
Online	United States Treasury	\$ 24,724.14	Federal, Social Security & Medicare Taxes
	Total Payables	\$ 430,651.77	

### La Puente Valley County Water District Payroll Summary December 2017

	_	December 2017
Employee Wages, Taxes and Adjustments	-	
Gross Pay		
Total Gross Pay		114,109.52
Deductions from Gross Pay		
457b Plan Employee		-4,144.00
CalPers EEC		-952.61
MetLife	_	-97.12
Total Deductions from Gross Pay		-5,193.73
Adjusted Gross Pay		108,915.79
Taxes Withheld		
Federal Withholding		-9,233.00
Medicare Employee		-1,657.23
Social Security Employee		-6,088.34
CA - Withholding		-3,853.84
Medicare Employee Addl Tax	_	0.00
Total Taxes Withheld	-	-20,832.41
	Net Pay	88,083.38
Total Employer Taxes and Contributions	=	7,929.16

### La Puente Water District December 2017 Disbursements

Total Vendor Payables	\$ 430,651.77
Total Payroll	\$ 88,083.38
Total December 2017 Disbursements	\$ 518,735.15

### Invoice No. 4- 2017-12

January 1, 2018 BPOU Project Committee Members RE: BPOU O & M Expense Reimbursement Summary



The following cost breakdown represents O & M expenses incurred by the LPVCWD for the month of December 2017.

BPOU Acct No. Description	Invoice No.	Vendor	<u>Amount</u>	<u>Subtotal</u>
LP.02.01.01.00 Power	2-15-629-6188	SC Edison	\$ 14,350.27	
	2-03-187-2179	SC Edison	\$ 12,272.39	\$ 26,622.66
LP.02.01.02.00 Labor Costs	Dec-17	LPVCWD	\$ 23,339.70	\$ 23,339.70
LP.02.01.05.00 Transportation	Dec-17	LPVCWD - 1319 miles @ .535	\$ 705.67	\$ 705.67
LP .02.01.07.00 Water Testing	L0353710	Eurofins	\$ 500.00	
	W7F2090	Weck Labs	\$ 331.50	
	W7H0513	Weck Labs	\$ 56.00	
	W7H0514	Weck Labs	\$ 200.00	
	W7I0376	Weck Labs	\$ 200.00	
	W7L0413	Weck Labs	\$ 224.00	
	W7L0449	Weck Labs	\$ 331.50	
	W7L0531	Weck Labs	\$ 105.00	
	W7L0672	Weck Labs	\$ 56.00	
	W7L0858	Weck Labs	\$ 105.00	
	W7L0888	Weck Labs	\$ 226.50	
	W7L1028	Weck Labs	\$ 56.00	
	W7L1094	Weck Labs	\$ 184.00	
	W7L1239	Weck Labs	\$ 204.00	
	W7L1334	Weck Labs	\$ 331.50	
	W7L1344	Weck Labs	\$ 204.00	
	W7L1583	Weck Labs	\$ 2,445.00	
	W7L1691	Weck Labs	\$ 200.00	
	W7L1693	Weck Labs	\$ 562.00	
	W7L1694	Weck Labs	\$ 367.00	
	W7L1696	Weck Labs	\$ 105.00	
	W7L1754	Weck Labs	\$ 56.00	
	W7L1755	Weck Labs	\$ 37.00	
	W7L1784	Weck Labs	\$ 200.00	
	W7L1801	Weck Labs	\$ 1,877.60	
	W7L1876	Weck Labs	\$ 226.50	
	W8A0097	Weck Labs	\$ 169.00	\$ 9,560.10
LP.02.01.09.00 Permits/Renewals	WD-0126440	State Water Resources Control Board	\$ 11,877.00	
·	WD-0127059	State Water Resources Control Board	\$ 500.00	\$ 12,377.00
LP.02.01.10.00 Operations Monitoring	9462; 12/17	Spectrum	\$ 219.42	
	2906; 12/17	Spectrum	\$ 300.00	
	312056	E&M Electric	\$ 2,443.50	\$ 2,962.92

### Invoice No. 4- 2017-12

January 1, 2018 BPOU Project Committee Members RE: BPOU O & M Expense Reimbursement Summary



The following cost breakdown represents O & M expenses incurred by the LPVCWD for the month of December 2017.

LP.02.01.12.00 Materials/Supplies						
LP.02.01.12.06 Sodium Hypochlorite	115327	Northstar Chemical	\$	1,867.17		
	115341	Northstar Chemical	\$	1,630.71	\$	3,497.88
LP.02.01.12.11 Sodium Hydroxide	116288	Northstar Chemical	\$	1,237.86	\$	1,237.86
LP.02.01.12.15 Other Expendables	10740460	НАСН	\$	955.05		
	7081279	Home Depot	, \$	120.01		
	81656	Home Depot	\$	36.43		
	7023841	Home Depot	\$	42.21		
	4590811	Home Depot	\$	25.78		
	5562779	Home Depot	\$ \$	82.72		
	102728	Merritt's	\$	47.03		
	198577	Peck Road Gravel	\$	260.42	\$	1,569.65
LP.02.01.12.17 Sulfuric Acid	115743	Northstar Chemical	\$	1,881.50	\$	1,881.50
LP.02.01.14.00 Repair/Replacement	42538	Dakota Backflow Co	\$	45.00		
	2017-0213	Hunter Electric Service	\$	759.90		
	36861	MCR Technologies	\$	8,673.89		
	51981301	McMaster-Carr	\$	251.80		
	52394411	McMaster-Carr	\$	112.73	\$	9,843.32
LP .02.01.21.00 O & M Management Fe	ee O&M 2017	LPVCWD	\$	15,926.11	\$	15,926.11
LP.02.01.80.00 Other O & M	19838	Highroad Information Technology	\$	134.00		
	30522	Platinum Consulting Group	\$	259.15		
	303616	So Cal Industries	\$	140.00		
	0121194-2519-2	Waste Management	\$	194.10	\$	727.25
		Total Expenditures			\$2	110,251.62
		District Pumping Cost Deduction			\$	13,534.96
		Total O & M			\$	96,716.66
		Total Capital Cost Reimbursable			\$	-
		TOTAL REIMBURSABLE COSTS			\$	96,716.66

### Industry Public Utilities December 2017 Disbursements

Check #	Рауее	Amount	Description
2857	Answering Service Care	\$ 130.12	Answering Service
2858	CCSInteractive	\$ 13.60	Monthly Website Hosting
2859	County of LA-Auditor Controller	\$ 37.40	Pipeline Rental Fee's
2860	Highroad IT	\$ 268.00	Technical Support
2861	InfoSend	\$ 749.83	Billing Expense
2862	La Puente Valley County Water District	\$ 52,201.42	Labor Costs November 2017
2863	Merritt's Hardware	\$ 83.55	Field Supplies
2864	Time Warner Cable	\$ 247.71	Telephone Service
2865	Underground Service Alert	\$ 60.27	Line Notifications
2866	Weck Laboratories Inc	\$ 322.50	Water Sampling
2867	County Sanitation Dists of LA County	\$ 90.52	Refuse Fee's
2868	E & M Tech Support	\$ 1,086.00	Annual Technical Support
2869	InfoSend	\$ 612.03	Billing Expense
2870	Jack Henry & Associates	\$ 35.50	Web E-Check Fee's
2871	La Puente Valley County Water District	\$ 617.89	Web CC & Bank Fee's Reimbursement
2872	La Puente Valley County Water District	\$ 45,517.50	4th Quarter 2017 O&M Fee
2873	McMaster-Carr Supply Co	\$ 233.13	Field Supplies
2874	S & J Supply Co Inc	\$ 1,385.70	Industry Hills Meter Installations
2875	San Gabriel Valley Water Company	\$ 1,310.90	Purchased Water - Salt Lake
2876	SoCal Gas	\$ 17.09	Gas Expense
2877	State Water Resource Control Board	\$ 500.00	Annual Permit Fee's
2878	Weck Laboratories Inc	\$ 215.00	Water Sampling
2879	Western Water Works	\$ 411.66	Field Supplies
2880	Cell Business Equipment	\$ 39.49	Office Expense
2881	Citi Cards	\$ 78.88	Booster Maintenance
2882	Hose-Man Inc	\$ 131.71	Field Supplies
2883	Industry Public Utility Commission	\$ 1,628.64	Industry Hills Power Expense
2884	InfoSend	\$ 131.60	Billing Expense
2885	Locus Technology	\$ 9,922.97	Emergency Communications Issue
2886	S & J Supply Co Inc	\$ 78.66	Field Supplies
2887	SC Edison	\$ 8,305.46	Power Expense
2888	SoCal Gas	\$ 14.79	Gas Expense
2889	Verizon Wireless	\$ 76.02	Cell Phone Service
2890	Weck Laboratories Inc	\$ 252.00	Water Sampling
2891	Western Water Works	\$ 189.16	Field Supplies
2892	Petty Cash	\$ 49.00	Office Expense
Online	Home Depot	\$ 381.70	Field Supplies
Online	County of LA Dept of Public Works	\$ 286.00	Permit Fee's
Autodeduct	Wells Fargo Merchant Fee's	\$ 76.18	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 43.80	Credit Card Machine Lease - Monthly
I	otal December 2017 Disbursements	\$ 127,833.38	=

LPVCWD	January	February	March	April	Мау	June	July	August	September	October	November	December	YTD
No. of Customers	1,188	1,225	1,183	1,228	1,186	1,224	1,183	1,230	1,184	1,229	1,188	1,226	14,474
2017 Consumption (hcf)	30,207	43,404	26,046	54,765	40,068	73,619	48,095	84,860	48,029	76,182	42,166	66,673	634,114
2016 Consumption (hcf)	32,243	51,102	29,493	57,451	33,994	68,606	41,594	82,514	45,359	71,112	38,021	61,125	612,614
10 Year Average Consumption (hcf)	\$ 37,331	\$ 59,234	\$ 32,104	\$ 61,962	\$ 42,767	\$ 80,140	\$ 52,081	\$ 95,093	\$ 53,074	\$ 86,687	\$ 42,815	63,496	706,782
2017 Water Sales	\$ 56,237	\$ 83,965	\$ 47,979	\$ 106,562	\$ 76,176	\$ 145,325	\$ 93,326	\$ 168,492	\$ 92,909	\$ 150,737	\$ 80,914	\$ 130,894	\$ 1,233,515
2016 Water Sales	\$ 60,494	\$ 99,236	\$ 54,751	\$ 111,992	\$ 63,934	\$ 134,930	\$ 80,192	\$ 163,798	\$ 87,848	\$ 139,800	\$ 72,334	\$ 119,456	\$ 1,188,767
2017 Service Fees	\$ 45,815	\$ 54,553	\$ 45,542	\$ 54,533	\$ 45,577	\$ 54,454	\$ 45,633	\$ 54,565	\$ 45,587	\$ 54,372	\$ 45,684	\$ 54,581	\$ 600,896
2016 Service Fees	\$ 45,513	\$ 54,279	\$ 45,512	\$ 54,348	\$ 45,539	\$ 54,451	\$ 45,551	\$ 54,044	\$ 45,784	\$ 54,104	\$ 45,759	\$ 55,090	\$ 599,974
2017 Hyd Fees	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 1,200	\$ 11,650
2017 DC Fees	\$ 317	\$ 6,962	\$ 380	\$ 7,014	\$ 409	\$ 7,014	\$ 380	\$ 7,014	\$ 380	\$ 7,011	\$ 380	\$ 7,014	\$ 44,275
2017 System Revenue	\$ 103,318	\$ 146,431	\$ 94,852	\$ 169,059	\$ 123,111	\$ 207,742	\$ 140,289	\$ 231,020	\$ 139,827	\$ 213,070	\$ 127,928	\$ 193,688	\$ 1,890,336
\$100,000								_					\$240,000
\$90,000													- \$220,000
\$80,000													- \$200,000
\$70,000													- \$180,000
		*					$\setminus //$						- \$160,000
\$60,000													\$140,000
\$50,000					$\bigvee$						-		\$120,000
\$40,000	K		$\bigvee$							_			- \$100,000
\$30,000													- \$80,000
													- \$60,000
\$20,000													- \$40,000
\$10,000													- \$20,000
\$-	January	February	March	April	May	June	July	August	September	October	November	December	\$-
		Average Consump		2016 Cons			Consumption (ho		016 WS and SF R		<b></b> 2017 WS an		

#### WATER SALES REPORT CIWS 2017

CIWS		January	E	ebruarv		March		April		May		June		July		August	So	ptember		October	N	ovember	р	ecember		YTD
		Junuary		Jordary		naron		-pin		may		oune		oury		August	00	ptember		010501		Sveniber		cociliaci		
No. of Customers		956		851		958		852		961		853		959		850		959		851		961		852		10,863
2017 Consumption (hcf)		47.606		23,933		40.733		23,336		57,513		34,474		69,686		36,950		72,321		33,163		62,483		28,124		530,322
,		54.044				47,400								,										,		
2016 Consumption (hcf)		51,014		23,246		47,428		25,586		53,232	<u> </u>	30,162		65,617	-	43,802		72,486	-	32,073		61,597		27,487		533,730
10 Year Average Consumption (hcf)		52,850		26,517		51,414		28,401		63,879		35,827		78,661		44,666		79,663		38,695		65,187		29,130		594,889
2017 Water Sales	\$	106,782	\$	52,614	\$	90,766	\$	51,161	\$	130,423	\$	76,908	\$	160,292	\$	83,374	\$	166,132	\$	74,033	\$	142,362	\$	62,048	\$	1,196,894
2016 Water Sales	s	114,600	\$	50.870	\$	106,339	\$	56,178	\$	120,403	\$	67.151	\$	150,423	\$	98,801	\$	166,716	¢	71,308	\$	139,893	¢	60,542	é	1,203,224
2016 Water Sales	Þ	114,600	Þ	50,670	Þ	106,339	Þ	50,176	Ф	120,403	Þ	67,151	Þ	150,423	Þ	90,001	Þ	100,710	Þ	71,306	Ф	139,693	Þ	60,342	Þ	1,203,224
2017 Service Fees	\$	56,427	\$	44,029	\$	57,111	\$	43,894	\$	56,897	\$	44,106	\$	57,029	\$	43,972	\$	57,093	\$	44,011	\$	56,981	\$	43,910	\$	605,459
2016 Service Fees	\$	56,143	\$	43,530	\$	56,179	\$	43,621	\$	56,350	\$	43,611	\$	56,399	\$	43,492	\$	56,460	\$	43,537	\$	56,377	\$	43,902	\$	599.601
	1	,	,	.,		., .	·	-,			1	- ,			÷	-,			÷	.,			-	-,	Ė	
2017 Hyd Fees	\$	1,575	\$	225	\$	1,625	\$	225	\$	1,575	\$	225	\$	1,575	\$	225	\$	1,575	\$	225	\$	1,575	\$	225	\$	10,850
2017 DC Fees	\$	10,901	\$	2,511	\$	11,617	\$	2,578	\$	11,526	\$	2,612	\$	11,501	\$	2,511	\$	11,593	\$	2,511	\$	11,593	\$	2,511	\$	83,964
		10,001	Ψ	2,011	Ψ	11,017	Ψ	2,570	Ψ	11,020	Ψ	2,012	Ψ	11,001	Ŷ	2,011	Ψ	11,000	Ŷ	2,011	Ψ	11,000	-	2,011	Ŷ	00,004
2017 System Revenues	\$	175,685	\$	99,379	\$	161,119	\$	97,857	\$	200,421	\$	123,851	\$	230,397	\$	130,082	\$	236,393	\$	120,779	\$	212,510	\$	108,694	\$	1,897,167



### La Puente Valley County Water District

**PRODUCTION REPORT - DECEMBER 2017** 

					beenen									
LPVCWD PRODUCTION	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 YTD	2016
Well No. 2	5.04	5.20	4.63	4.64	5.07	3.55	31.82	98.56	3.68	9.29	4.90	14.73	191.09	83.48
Well No. 3	6.02	6.39	5.75	5.52	5.91	4.08	36.39	114.28	4.26	10.84	5.77	17.26	222.47	97.68
Well No. 5	292.09	249.87	294.34	279.97	282.63	269.14	232.15	93.35	264.39	268.31	300.47	266.14	3092.85	3311.35
Interconnections to LPVCWD	12.47	2.12	2.48	1.34	3.50	2.03	2.63	2.48	7.57	9.67	2.33	2.03	50.65	92.57
Subtotal	<u>315.62</u>	<u>263.58</u>	<u>307.20</u>	<u>291.47</u>	<u>297.11</u>	<u>278.79</u>	<u>302.98</u>	<u>308.67</u>	<u>279.90</u>	<u>298.11</u>	<u>313.47</u>	<u>300.16</u>	<u>3557.06</u>	<u>3585.07</u>
Interconnections to SWS	228.61	192.37	199.71	167.83	155.62	134.09	143.72	142.94	138.12	159.48	180.46	185.90	2028.85	2121.26
Interconnections to COI	1.31	3.73	7.60	1.36	5.90	7.32	2.27	3.25	6.48	8.50	11.00	1.54	60.26	59.20
Interconnections to Others	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal	<u>229.92</u>	<u>196.10</u>	<u>207.31</u>	<u>169.19</u>	<u>161.52</u>	<u>141.41</u>	<u>145.99</u>	<u>146.19</u>	<u>144.60</u>	<u>167.98</u>	<u>191.46</u>	<u>187.44</u>	<u>2089.11</u>	<u>2180.46</u>
Total Production for LPVCWD	<u>85.69</u>	<u>67.48</u>	<u>99.89</u>	<u>122.28</u>	<u>135.59</u>	<u>137.38</u>	<u>156.99</u>	<u>162.47</u>	<u>135.31</u>	<u>130.13</u>	<u>122.01</u>	<u>112.72</u>	<u>1467.95</u>	<u>1404.61</u>
CIWS PRODUCTION														
COI Well No. 5 To SGVCW B5	141.77	140.36	148.65	141.95	148.08	143.18	150.02	143.73	138.43	141.27	140.31	145.82	1723.57	1647.30
Interconnections to CIWS														
SGVWC Salt Lake Ave	0.62	0.53	0.69	0.82	0.81	0.75	0.80	0.92	0.90	0.86	0.73	0.70	9.13	8.66
SGVWC Lomitas Ave	84.10	66.19	83.11	105.86	106.07	117.29	135.81	127.72	127.13	126.19	90.14	104.45	1274.06	1295.72
SGVWC Workman Mill Rd	0.19	0.15	0.13	0.02	0.06	0.04	0.03	0.20	0.17	0.14	0.27	0.48	1.88	3.71
Interconnections from LPVCWD	1.31	3.73	7.60	1.36	5.90	7.32	2.27	3.25	6.48	8.50	11.00	1.54	60.26	59.20
Subtotal	<u>86.22</u>	<u>70.60</u>	<u>91.53</u>	<u>108.06</u>	<u>112.84</u>	<u>125.40</u>	<u>138.91</u>	<u>132.09</u>	<u>134.68</u>	<u>135.69</u>	<u>102.14</u>	<u>107.17</u>	<u>1345.33</u>	<u>1367.29</u>
Interconnections to LPVCWD	12.33	2.12	2.48	0.73	3.49	2.03	2.63	2.48	7.57	9.67	2.33	2.03	49.89	88.58
Total Production for CIWS	<u>73.89</u>	<u>68.48</u>	<u>89.05</u>	<u>107.33</u>	<u>109.35</u>	<u>123.37</u>	<u>136.28</u>	<u>129.61</u>	<u>127.11</u>	<u>126.02</u>	<u>99.81</u>	<u>105.14</u>	<u>1295.44</u>	<u>1278.71</u>

			Difference	Accumulative
Month	2013	2017	2017-2013 (%)	Difference (%)
January	115.58	85.55	-26.0%	-26.0%
February	112.08	67.48	-39.8%	-32.8%
March	135.08	99.89	-26.0%	-30.3%
April	153.73	121.67	-20.9%	-27.5%
May	174.40	135.58	-22.3%	-26.2%
June	185.13	137.38	-25.8%	-26.1%
July	204.48	156.99	-23.2%	-25.5%
August	201.38	162.47	-19.3%	-24.6%
September	187.60	135.31	-27.9%	-25.0%
October	172.74	130.13	-24.7%	-25.0%
November	139.24	122.01	-12.4%	-24.0%
December	133.13	112.72	-15.3%	-23.4%
Totals	1914.57	22378.37	20463.81	1068.85%

### La Puente Valley County Water District - Water System Demand Comparison

### City of Industry Waterworks - Water System Demand Comparison

		-	Difference	Accumulative
Month	2013	2017	2017-2013 (%)	Difference (%)
January	90.55	73.89	-18.4%	-18.4%
February	81.62	68.48	-16.1%	-17.3%
March	99.4	89.05	-10.4%	-14.8%
April	115.82	107.33	-7.3%	-12.6%
May	147.93	109.35	-26.1%	-16.3%
June	152.60	123.37	-19.2%	-16.9%
July	141.36	136.28	-3.6%	-14.7%
August	153.97	129.61	-15.8%	-14.8%
September	151.67	127.11	-16.2%	-15.0%
October	137.26	126.02	-8.2%	-14.3%
November	110.83	99.81	-9.9%	-13.9%
December	99.84	105.14	5.3%	-12.6%
Totals	1482.85	1295.44	-187.41	-12.6%

Production data shown in acre feet (AF)

		Char	les Aguirre	J	John P. Escalera		David Hastings		Henry P. Hernandez			William R. Rojas				
Date	Description	Number of days	Compensatio	n Num of d		Compensation	Number of days	Сог	mpensation	Number of days	Con	npensation	Number of days	Compensatio	n	Total
	Per Diem Summary:															
	\$147.72 per day of Service															
Oct - Dec. 2017	Regular Board Meetings	6	\$ 886.3	2 6	6	\$ 886.32	6	\$	886.32	6	\$	886.32	5	\$ 738.6	5 C	4,283.88
10/3-6/2017	SmartWater Innovations			4	4	\$ 590.88	3	\$	443.16	3	\$	443.16	3	\$ 443.1	6 9	5 1,920.36
10/10/2017	PVOU Staff Assessment			1	1	\$ 147.72	1	\$	147.72						9	295.44
10/19/2017	SCWUA	1	\$ 147.7	2 1	1	\$ 147.72	1	\$	147.72				1	\$ 147.7	2 \$	590.88
10/26/2017	WDR-GRIP Facility												1	\$ 147.7	2 \$	5 147.72
11/1/2017	PVOU Adhoc			1	1	\$ 147.72	1	\$	147.72						9	295.44
11/8/2017	SGVWA Breakfast			1	1	\$ 147.72	1	\$	147.72				1	\$ 147.7	2 9	443.16
11/16/2017	SCWUA	1	\$ 147.7	2 1	1	\$ 147.72	1	\$	147.72				1	\$ 147.7	2 \$	590.88
11/27/2017	ACWA Fall Conference												1	\$ 147.7	2 \$	5 147.72
11/28/2017	ACWA Fall Conference			1	1	\$ 147.72									9	5 147.72
12/4/2017	Special Board Meeting	1	\$ 147.7	2 1	1	\$ 147.72	1	\$	147.72	1	\$	147.72	1	\$ 147.7	2 9	738.60
12/7/2017	SCWUA			1	1	\$ 147.72	1	\$	147.72	1	\$	147.72	1	\$ 147.7	2 \$	590.88
															9	·
	Total:		\$ 1,329.4	8	_	\$ 2,658.96		\$	2,363.52		\$	1,624.92		\$ 2,215.8	0	5 10,192.68
											_					
	Other Related Costs:															
10/3-10/6/17	SmartWater Innovations														9	
	SmartWater Innovations - Hotel					\$ 288.15		\$	192.10		\$	192.10		\$ 192.1		
	SmartWater Innovations - Meals							\$	37.74		\$	120.55		\$ 47.0		
	SmartWater Innovations-Mileage							\$	261.08		\$	280.88		\$ 263.2		
	SmartWater Innovations-Misc.							\$	16.00		\$	26.00			9	
	SCWUA		\$ 30.0	-		\$ 30.00		\$	30.00					\$ 30.0		
	SCWUA		\$ 30.0	0	_	\$ 30.00		\$	30.00					\$ 30.0	) (	5 120.00
11/28/2017	ACWA JPIA Fall Conference Parking				_	\$ 15.00										
12/7/2017	SCWUA		•			\$ 30.00		\$	30.00		\$	30.00		\$ 30.0	5 S	5 120.00
	Total:		\$ 60.0	0		\$ 393.15		\$	596.92		\$	649.53		\$ 592.3	2 \$	2,276.92
Oct-Dec 2017	Benefits		\$ 3,590.5	5		\$ 5,090.13		\$	6,985.34		\$	2,550.37		\$ 1,857.5	5 9	20,073.94

### Directors Expense Summary for 4th Quarter 2017



### **RESOLUTION NO. 251**

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE LA PUENTE VALLEY COUNTY WATER DISTRICT AMENDING ITS EMPLOYEE POLICIES AND PROCEDURES MANUAL

**WHEREAS**, the Board of Directors of the La Puente Valley County Water District (the "District") adopted an Employee Policies and Procedures Manual (the "Manual") to govern all matters related to employment at the District;

WHEREAS, District staff regularly reviews and proposes updates to the Manual as necessary to reflect changes in the law, incorporate industry best practices, or revise or adopt new policies or procedures to better improve the benefits, safety, or work place conditions generally, with regards to employment at the District;

**WHEREAS**, the District adopted a Staff Restructuring Plan on December 21, 2018 which, among other things, reorganized District staff including the establishment of new staff positions and the elimination of others; and

**WHEREAS**, the District has conducted a regular review of its Manual and desires to make certain revisions to the Manual to reflect the foregoing;

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the La Puente Valley County Water District hereby amends its Employee Policies and Procedures Manual as reflected in the attached redlined draft thereof, which includes changes to the following sections of the Manual:

- 1. Section IV.B and IV.H in Definitions, to reflect staff position changes in light of the Staff Restructuring Plan;
- 2. Section V.P on Cell Phone Usage, to clarify the policy on cell phone usage while on duty and improve the safety of all District employees;
- 3. Section VI.E on Certification Bonuses, to clearly designate and identify certifications for District employees that qualify for compensation bonuses;
- 4. Section VII.A on Vacation, to clarify the District's vacation time policy and improve the flexibility of the utilization thereof by District employees;
- 5. Section VII.B.1.a. on Sick Leave, to delete an inconsistency and clarify that Sick Leave accrual begins upon commencement of employment;

- 6. Section VII.O on Retiree Health, Dental and Vision Benefits, to clarify eligibility of benefits for retired District employees and Directors and their spouses and children; and
- 7. Section VII.P.3. on Use of Vehicles, to clarify and expand the list of District employees that are issued District vehicles for transportation to and from work and for District business.

ADOPTED, SIGNED AND APPROVED this 8th day of January, 2018

Ayes: Noes: Absent: Abstain:

> President Board of Directors La Puente Valley County Water District

ATTEST:

Greg B. Galindo, Board Secretary

JANUARY 2018 REDLINED DRAFT OF EMPLOYEE POLICIES AND PROCEDURES MANUAL

Style Definition: TOC 3

# EMPLOYEE POLICIES AND PROCEDURES MANUAL

I



**Draft - January 8, 2018** 

Deleted: January 9 Deleted: , 2017

Deleted: Adopted January 9, 2017¶



### EMPLOYEE POLICIES AND PROCEDURES MANUAL

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### LA PUENTE VALLEY COUNTY WATER DISTRICT

#### **EMPLOYEE POLICIES AND PROCEDURES MANUAL**

### I. PREAMBLE AND TITLE

This Manual shall be known as the La Puente Valley County Water District Employee Policies and Procedures Manual (the "Manual"). This Manual supersedes the Personnel Manual that was adopted by the Board of Directors on July 26, 2005 and all subsequently adopted amendments thereto.

#### II. PURPOSE

It is the objective of the La Puente Valley County Water District (the "District") to provide fair and equitable personnel management. This Manual is intended to ensure uniform and fair treatment of applicants for employment at the District and to define obligations, rights, privileges, benefits and prohibitions for all employees of the District.

The Board of Directors of the District reserves the right to amend, modify or delete any and all provisions contained in this Manual and shall comply with Government Code Section 54950 <u>et seq</u>. (the "Ralph M. Brown Act") as required.

### III. AUTHORITY AND ADMINISTRATION

- A. The Board of Directors of the La Puente Valley County Water District has approved the provisions of this Manual. The Board shall approve all additions, amendments and revisions to the personnel policies and procedures contained in this Manual.
- B. The General Manager is responsible for implementing, administering and ensuring compliance with the provisions of this Manual. In the event any provision of this Manual needs clarification, the General Manager may issue administrative instructions or guidelines clarifying the intent of said provision as adopted by the Board of Directors. The General Manager may develop and enforce procedures, consistent with this Manual, to facilitate its implementation.

### **IV. DEFINITIONS**

For purposes of this Manual the following definitions apply:

- A. Board of Directors or "Board" Board of Directors of the La Puente Valley County Water District.
- B. Department Head Employees who are directly responsible to the General Manager for the supervision and/or management of Field Operations, Engineering/Compliance, and Customer Service/Accounting Departments,
- C. "District" The La Puente Valley County Water District which is formed pursuant to the County Water District Law (Water Code Sections 30000, et seq.).
- D. Exempt/Executive Employee The General Manager, and other employees that may be designated as such. These employees are paid on a salary basis for work performed with no overtime pay. As salaried senior officials of the District, executive personnel are expected to work those hours necessary to complete their duties and responsibilities.

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- E. Full-Time Regular Employee All employees appointed by the General Manager for employment on a regular basis and work 40 hours per week.
- F. General Manager The General Manager of the District, duly appointed by a majority vote of the Board of Directors.
- G. Non-Exempt/Part-Time Regular Employee Any employee who is paid wages for each hour of work performed and is eligible to receive overtime pay and sick leave according to law. These employees are assigned a work schedule of less than 30 hours per week. Such employees are not entitled to District benefits.
- H. Office Administrator The employee that has been designated by the General Manager to carryout the duties of the position of Office Administrator as set forth in the Manual.
- Temporary Employee Any employee hired by the General Manager for a limited period of time, paid by the hour, is not provided any District benefits, and is eligible to receive overtime pay according to law.

### V. EMPLOYMENT

### A. At-Will Employment

Employment with the District is "at-will." Employment is not guaranteed for any length of time and may be terminated at any time, with or without cause, or with or without notice, by the District or by the employee, unless otherwise expressly agreed by a written employment agreement, subject to applicable law. In as much as employment is at will, the guidelines in this Manual do not create any contractual or other rights (expressed or implied) for any employee. Only the Board of Directors has the authority to enter into any agreement for employment for any specified period of time for any employee of the District.

#### **B.** Hiring of Employees

- 1. The District is an equal opportunity employer, and will comply with all policies of the United States and the State of California which protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination because of race, religious creed, color, age, sex, sexual orientation, gender expression or identity, genetic information, physical handicap, national origin, or ancestry. Decisions made by the District with regards to employees will be based upon policies and practices that further the principles of equal employment opportunity.
- 2. In accordance with Section 30540(a) of the California Water Code, the Board shall appoint by majority vote a General Manager, whose employment may be secured by an Employment Agreement. In accordance with Sections 30580 and 30581 of the California Water Code, the General Manager shall hire new employees for those positions approved by the Board pursuant to the approved salary resolution.
- 3. Prior to commencing employment with the District, applicants for safety sensitive field positions will undergo and must pass a pre-employment physical examination, alcohol and drug use screening, and a background investigation. Applicants for office positions, are not safety sensitive positions, but must pass a background investigation before commencing work with the District. All offers to hire new employees shall be made subject to the condition that the prospective employee successfully passes a physical exam, alcohol and drug screening, (if applicable) and background investigations to the reasonable satisfaction of the District.

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- 4. The District may, in its sole discretion, abolish any position or terminate employment due to lack of work, lack of funds, reorganization, or other legitimate reason or business purpose. The employee holding such position or employment may be laid off without disciplinary action and without right of hearing or appeal. Employees to be laid off shall be given at least 14 calendar days' prior written notice.
- 5. Temporary Employees may be hired by the General Manager. The General Manager shall determine the term of employment, for any such Temporary Employee the amount of hours to be worked in a day or week, and the compensation the employee will receive.

### C. Introductory Period

- Newly hired or re-hired Full-Time Employee will serve an introductory period of six (6) months. Upon conclusion of the introductory period, the employee's performance will be evaluated. The General Manager may extend an employee's introductory period upon written notice to the employee.
- Passing the introductory period with a satisfactory evaluation is a requirement for continued employment with the District. An introductory employee may be terminated from his/her employment with the District at any time during the introductory period without cause or notice, or the right to a hearing or appeal.
- 3. Employees terminated during their introductory period shall not be entitled to nor be paid for sick leave or floating holidays. However, introductory employees will accrue vacation and sick leave at the normal rate during the introductory period. Accrued vacation time shell be available for use should their employment continue beyond the introductory period or be paid out upon termination.
- 4. If an employee is promoted to a higher level position, that employee will be required to serve a six (6) month introductory period in the new position. The General Manager shall determine upon completion of the introductory period whether the employee has met the performance expectation in the new position. The General Manager may determine if an employee has not done so and demote that employee to his/her previous position if such position is available, or an equivalent position for which the employee is qualified if such position is available, and such decision and action shall not be considered as discipline under Subsection K, below, and shall not entitle the employee to the right of notice, hearing or appeal.
- A promoted employee will continue to accrue vacation, sick leave and is eligible for floating holidays as provided elsewhere herein.
- 6. Successful completion of the introductory period does not assure an employee of continued employment with the District.

### D. Periodic Employee Evaluation

The General Manager and the respective Department Heads shall evaluate the performance of each employee upon completion of the introductory period. Performance evaluations will be conducted annually thereafter.

#### E. Normal Work Day

The District office will be open for business Monday through Thursday from 8:00 a.m. to 5:00 p.m. and Friday from 7:00 a.m. to 3:30 p.m., except for holidays as provided elsewhere herein. District field operation business hours are between 7:00 a.m. to 5:00 p.m., Monday through Friday, except for holidays as provided elsewhere herein. The General Manager shall determine the work schedules for employees, and may designate alternate work day hours on a temporary basis when the District operations make such designations desirable.

- 1. Each office employee will have one (1) hour off for lunch each day from Monday through Thursday and one-half (1/2) hour off for lunch on Fridays, subject to the reasonable scheduling requirements of the District. Each field operation employee will normally have one-half (1/2) hour off for lunch each day, subject to the reasonable scheduling requirements of the District.
- Break periods not exceeding ten (10) minutes, one during each work period of three hours or more (e.g., once in the morning and once in the afternoon), shall be provided to employees.
- 3. Daily hours of work will be assigned by each employee's Department Head or the General Manager as required to meet the requirements of that Department.
- 4. Overtime will be paid as provided in this Manual, as provided by applicable law.
- 5. Punctuality is expected at all times and a lack of same is grounds for disciplinary action.

#### F. On-Call Duty

- All full-time regular field operation personnel (hereinafter referred to as "field employees") are required to participate in On-Call duty, which is an essential function of the job. It is assigned on a rotating basis by the General Manager or his/her designated Department Head.
  - a. As to distribution systems and customer service related issues: One (1) field employee will be provided with a radio equipped District vehicle and a District cellular phone. The employee assigned this type of On-Call duty will be the first person contacted during non-regular business hours for questions and emergencies related to the distribution system and customer service issues, and assist with production and treatment system related issues when needed. Accordingly, the On-Call employee on duty must be readily available for contact by telephone -and able to respond within 30 minutes to the service call location. This On-Call employee shall possess at least a Grade 1 Treatment Plant Operator license and a Grade 1 Distribution Operator license issued by the State of California.
  - b. As to production and treatment systems related issues: One (1) field employee will be provided with a radio equipped District vehicle, a District laptop computer and District cellular phone. The employee assigned this type of On-Call duty will be the first person contacted during non-regular business hours for questions and emergencies related to the production and treatment systems. The employee will also assist with distribution system and customer service related issues when needed. Accordingly, the On-Call employee on duty must be readily available for contact by telephone, and able to respond within fifteen (15) minutes to any SCADA system alarm by remotely accessing the SCADA system to acknowledge

the alarm and assess the issue. If the issue cannot be resolved via remote access, then the On-Call employee must respond to the problem site within one hour thereafter. The employee will be required from time to time, as directed by his Supervisor, to remotely access the SCADA system to assess operations. This On-Call employee shall possess at least a Grade 2 Treatment Plant Operator license and a Grade 2 Distribution Operator license issued by the State of California.

- 2. All On-Call duty personnel shall wear a District uniform at all times when conducting District business.
- 3. For personnel assigned to the distribution systems and customer service related issues, On-Call duty cycles begin each Wednesday evening at the close of business and end the following Wednesday at the opening of business.
- 4. For personnel assigned to the production and treatment systems, On-Call duty cycles begin each Wednesday evening at the close of business and end the following Wednesday at the opening of business. On-Call duty may also be assigned to cover District Holidays as needed.
- All On-Call personnel shall be compensated for such work as provided in Section VI(C) of this Manual.

### G. Alcohol and Drug Free Work Place

The District recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its work force, as well as the health and welfare of its employees. In recognition of the District's responsibility to maintain a safe work environment, the District strictly prohibits any form of substance abuse. The term "substance abuse" includes, but is not limited to, the use or possession of illegal drugs, alcohol, or abuse of prescription drugs, which could impair an employee's work performance and/or ability to perform his or her job safely.

- 1. All Employees of the District shall not:
  - Be at work, drive a vehicle on District business, or operate any District equipment while under the influence of <u>any</u> amount of alcohol or illegal drugs which would result in a positive alcohol or drug test;
  - b. Ingest alcohol, possess open containers of alcohol, or use or possess illegal drugs of any kind while on duty; and shall not manufacture, distribute, dispense, sell or provide illegal drugs of any kind to any person while on duty. If the use by an employee of a prescription drug may create an unsafe working condition, this fact must be reported by the employee to his/her Department Head prior to reporting to work. Employees whose job performance is so restricted may be subject to reassignment, medical examination, or other reasonable actions as determined by the General Manager or Department Head.
- 2. Pre-Placement/Post Offer Controlled Substance Testing
  - a. Any offer of employment for safety sensitive field positions will be conditioned upon the applicant passing a drug screening analysis. The General Manager shall coordinate the drug screening process.

### 3. Reasonable Suspicion Testing

- a. Field Employees are subject to drug and alcohol testing when there is a reasonable suspicion that the employee has violated the rules set forth herein against drug and alcohol use. Such Reasonable Suspicion Testing shall include any drug and alcohol testing subsequent to any employment related injury requiring medical attention or incident involving damage to any District property.
- Field Employees are subject to drug and alcohol testing when they are involved in an accident involving either: 1) the operation of a District vehicle; or 2) physical injury to a District employee or member of the public.
- c. When a field employee has previously been found in violation of this Section V (G), that employee may be required to submit to periodic unannounced drug and alcohol testing as a condition of remaining in or returning to District employment.

#### H. Smoking

- 1. Smoking is strictly prohibited at all times while carrying out District work assignments.
- 2. Smoking is not permitted in any workplace, meeting room, classroom, warehouse facility or restroom of the District. Smoking is not permitted in any District vehicle.

#### 1. Outside Employment

The District is entitled to the unqualified loyalty of its employees. District employees shall positively represent the District; and the actions of its employees will not conflict with the best interests of the District. No employee of the District shall therefore be permitted to carry on concurrently with their employment with the District, any private business or undertaking which may detrimentally affect the time or quality of work for the District or create a conflict of interest with the District, unless expressly authorized in writing in advance by the General Manager.

### J. Job Injury

- Injuries suffered by employees while in the course of performing work for the District are covered by the District's workers' compensation insurance provider. All such job injuries shall be immediately reported to the employee's Department Head or General Manager, who shall forthwith complete documentation of the injury and forward it to the Office Administrator who will submit an "Employee's Claim for Compensation Benefits" form (DWC Form 1).
- 2. Workers Compensation will be supplemented as follows:
  - a. An employee will receive supplemental District pay for a period of up to three (3) days, as determined by the General Manager, so that said employee will receive equivalent regular pay for the maximum three (3) day period. After the maximum three (3) day period, the employee will be eligible to receive benefits under the District's workers' compensation insurance policy, should the injury prevent the employee from returning to work for more than three (3) days.

- b. The General Manager may grant supplemental District pay for longer periods of time than provided above.
- c. Employees may elect to use either sick leave or vacation to supplement Workers' Compensation benefits in order to receive an equivalent regular paycheck, once the District payments as provided for in Subsections "a" and/or "b" herein have been exhausted. Said sick leave or vacation will be used in half (1/2) hour increments.
- d. The District will attempt to accommodate an employee's return to work after suffering a work related injury on a case by case basis depending on the circumstances of the injury, the District's reasonable needs and, if applicable availability of light duty work. The General Manager shall make such determination in his or her sole discretion.

### **K** Disciplinary Action

- 1. The District may discipline or terminate any employee for cause at any time. Disciplinary action includes, but is not limited, to the following:
  - a. <u>Oral Warning</u>. A formal discussion with an employee, usually by the employee's immediate Department Head or General Manager, about performance or conduct problems, the need for the employee to improve and what improvement is expected. The Department Head shall make a written record of the warning which shall be placed and maintained in the employee's personnel file as an "oral warning."
  - b. <u>Written Reprimand</u>. A formal written notice, usually by the employee's immediate Department Head or General Manager, to the employee regarding performance or conduct problems, the need for the employee to improve and what improvement is expected. The written reprimand shall be filed in the employee's personnel file, along with a signed acknowledgment of receipt of the written reprimand from the employee. The employee may respond in writing to the written reprimand within seven (7) days, which response, if any, shall be placed in the personnel file with the written reprimand.
  - c. <u>Suspension</u>. An involuntary leave of absence without pay.
  - d. <u>Demotion</u>. Reduction from one position to another having a lower salary range for disciplinary purposes. (Demotions resulting from organizational changes and layoffs are not disciplinary actions.)
  - e. <u>Discharge</u>. Termination of employment.
- 2. Suspensions of Three (3) Days or Less.
  - a. The General Manager has discretion to suspend any employee for a period of three (3) days or less, and the suspended employee shall have no right of appeal. In such cases, a written notice will be given to and discussed with the employee. A copy of such notice will be placed in the employee's personnel file, along with a signed acknowledgement of receipt thereof by the employee. The notice shall include the specific charges upon which the action is based, identification of the rule, regulation, or policy violated, and the duration of the suspension. The employee may respond in writing to such notice within seven (7) days, which response, if

any, shall be placed in the personnel file with the notice of suspension.

- 3. Suspensions of More than Three (3) Days, Demotion, or Discharge.
  - a. Prior to suspending an employee for more than three (3) days, demoting, or discharging an employee, a written notice of such proposed disciplinary action shall be delivered to the employee personally, or by certified mail to the employee's last known address, at least five (5) business days prior to the effective date of the proposed disciplinary action. Such written notice shall contain:
    - 1. A description of the proposed disciplinary action and its effective date(s);
    - 2. a statement of the reasons for such proposed disciplinary action, including the acts or omissions on which the proposed disciplinary action is based;
    - 3. copies of documents upon which the proposed disciplinary action is based, if any;
    - 4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
    - 5. a statement of the employee's right to representation; and
    - 6. a statement of the employee's right to appeal should such proposed disciplinary action become final.
  - b. Prior to the effective date of such suspension, demotion, or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to his or her Department Head or General Manager.
  - c. If an employee responds to a notice of proposed disciplinary action, the proposed disciplinary action shall be stayed for two (2) business days, at which time the employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action.
  - d. Should a proposed suspension, demotion, or discharge become final, an employee shall have the right to appeal such action pursuant to Section V(K)(4), below.
  - e. An employee shall be given reasonable time off without loss of pay to attend a predisciplinary meeting and/or interview pursuant to Section V(K)(4), below.

#### 4. Disciplinary Appeals

- a. A suspension of more than three (3) days, demotion, or discharge may be appealed to the General Manager. The appeal shall be presented to the General Manager within five (5) calendar days following the employee's receipt of the written notice of such discipline under Section V(K)(3)(a), above, or Section V(K)(3)(c) should the employee respond to the proposed disciplinary action pursuant to Section V(K)(3)(b). All disciplinary appeals shall be in writing, and shall be signed by the employee.
- b. The General Manager shall initiate an investigation on the suspension that the General Manager deems appropriate in his or her sole discretion, grant the employee the opportunity to be heard by the General Manager and to submit any

documentary evidence the employee desires to have reviewed during the appeal.

- c. The General Manager shall render a decision sustaining, reducing or rescinding an appealed disciplinary action. If an action to suspend or demote is reduced or rescinded, the appellant shall be entitled to restoration of pay and/or benefits in a manner consistent with the General Manager's decision. If an action to discharge is reduced to a suspension, the appellant shall be restored to his or her position or a similar position in the same department, subject to forfeiture of pay and benefits for all or a portion of the period of time the appellant was suspended. If an action to discharge is rescinded, the appellant shall be reinstated to his or her former position or a similar position in the same department, and shall receive pay and benefits for the entire period of time he or she was removed from duty.
- d. The decision of the General Manager is subject to appeal by the disciplined employee to the Board of Directors. The Board of Directors will not conduct a hearing or a new investigation. The Board of Directors will review the record on appeal and render a decision based thereon, sustaining, overturning, or modifying the General Manager's decision. The decis ion of the Board of Directors is final.

#### L. Standards of Conduct

Disciplinary actions are imposed primarily for corrective purposes and to address deficiencies in work performance. The following is a nonexclusive list of the common causes of disciplinary action:

- 1. Actions contrary to the rules and regulations of the District, including those contained in this Manual.
- 2. Violation of any Federal, State, or local law directly impacting the employee's fitness for employment.
- 3. Using, possessing, dealing, distributing, or being under the influence of alcohol, illegal narcotics, or non-prescription or unlawful drugs while on duty or at work locations, or reporting to work or operating District vehicles or equipment under the influence of alcohol, illegal narcotics, or any non-prescription or unlawful drug.
- 4. Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized Department Head or General Manager.
- 5. Inefficiency, dishonesty, incompetence, carelessness, or negligence in the performance of duties.
- 6. Sexual harassment or other unlawful harassment of another employee, customer or any other individual.
- 7. Chronic or excessive absenteeism, whether excused or unexcused, or inconsistent attendance.
- 8. Rude or discourteous treatment of other employees, customers or any other individual.
- Inattention to duty, tardiness, carelessness or negligence in the care and handling of District property.
- 10. Loss or misuse of District funds.
- 11. Improper or unauthorized use of District vehicles or equipment or misappropriation
of supplies.

- 12. Misuse of sick leave, including using sick leave under false pretenses.
- 13. Furnishing false information to obtain employment, or falsification of time cards or other District records and reports.
- 14. Absence from duty without proper authorization, failure to report after leave of absence has ended or been disapproved, revoked, or canceled.
- 15. Acceptance of any bribe, gratuity, kickback, or other item of value when such is given in the hope or expectation of receiving preferential treatment.
- 16. Outside work not previously authorized in writing by the General Manager or such work that creates a conflict of interest with District work, or detracts from the efficiency of the employee in the effective performance of District functions.
- 17. Failure to obtain or maintain necessary qualification, certificate, or license, which is required as a condition of employment.
- A record of unsafe driving for those employees required to operate District vehicles, as determined by the General Manager in his or her discretion.
- Refusal to submit to drug and alcohol tests when directed to do so by District Management pursuant to Section V(G) of this Manual.
- 20. Testing positive for the presence of a controlled substance or alcohol pursuant to Section V(G) of this Manual.
- 21. Failure to immediately report an accident or injury to the Department Head or General Manager.
- 22. Failure to immediately report breakdowns, improper or unsafe operation of equipment or facilities.
- 23. Working overtime without proper authorization.
- 24. Failure to use or wear proper safety gear or equipment.

#### M. Illness and Injury Prevention Program

An injury and illness prevention program is a proactive process to help employers find and fix workplace hazards before workers are hurt. The purpose of this program is to prevent illnesses, injuries and fatalities in the workplace. A copy of the current Illness and Injury Prevention Program may be obtained from the Office Administrator.

#### N. Dress Code and Safety Equipment

- The District will provide all full-time field employees with District shirts to be worn while on duty. Employees will regularly clean and maintain the shirts. The District will also provide all field employees with necessary District owned safety equipment (e.g. safety vests, hard hats, etc.), which will be properly cared for by the employee.
- 2. Field employees must turn in District shirts prior to receiving new District shirts.
- 3. Field employees shall be granted an allowance of up to \$350 per year for the purchase

of steel-toe boots and pants. Employees must submit itemized receipts to the Accounting Supervisor in order to receive reimbursement for said allowance.

- 4. All employees shall present a clean and neat appearance at all times.
- 5. Office personnel will dress in a manner consistent with good business practices.
- 6. No employee shall have visible tattoos on the head, face or neck. Any visible tattoos cannot be obscene, sexually explicit, discriminatory as to sex, race, religion, national origin, or be extremist in nature or gang related. Any tattoos in violation of this Section must be covered with clothing or a bandage while at work, or must be removed.
- 7. No objects, articles, jewelry or ornamentation of any kind shall be attached to or through the skin if visible on any body part including the tongue or any part of the mouth, except that an employee may wear one pair of earrings in the ears as long as the earrings do not pose a safety risk to the employee during the normal performance of his or her duties. Any other non-conforming piercing jewelry shall be removed while the employee is on duty.

#### **0.** Electronic Communications

The District uses various forms of electronic communications including, but not limited to, communications via computers, email, telephones, mobile phones, smart phones, text messaging, internet, radios, and PDAs. All such electronic communications are official District's records and are the property of the District. The District reserves the right to access and disclose all messages transmitted through its system or equipment for any purpose. Communications transmitted over said forms of electronic communications should be limited to District business and District related activities or the accomplishment of business related tasks.

#### P. Cell Phone Usage

The use of cellular phones when operating an automobile or any motorized vehicle while conducting District business is prohibited, with the exception of the use of an integrated hands-free vehicle phone system for phone calls, only (i.e. text messaging and Bluetooth headsets/earpieces do not fall within this exception). Under no circumstancesmay employees operating any automobile, motorized vehicle, or motorized equipmentwhile conducting District business utilize a cellular phone or other computer device for text messaging or e-mail.

#### Q. Anti-Fraud

- 1. The District and its employees must, at all times, comply with all applicable laws and regulations. Employees uncertain about the application or interpretation of any legal requirements should refer the matter to their Department Heads or General Manager.
- 2. The District expects its employees to conduct themselves in a businesslike manner and perform duties conscientiously, honestly, and in accordance with the best interests of the organization. Employees are expected to take great care when working with District's suppliers or contractual contacts and members. Employees should respect the confidentiality of information acquired in the course of their work. Regardless of circumstances, if an employee senses that a course of action may involve a conflict of interest, fraud and/or dishonesty, they should immediately communicate all facts to the General Manager, or appropriate Department Head.

**Deleted:** The use of cellular phones while operating a motorized vehicle while conducting any District business relates activity of the District is prohibitedmotor. Under no circumstances may a sdriver initiate or answer a cellular phone call or text message while operating a motor vehicle while conducting District business

#### **R.** Termination and Resignation

- 1. Upon termination or resignation of employment with the District, the employee shall be given an exit interview. The exit interview will include a discussion of any and all applicable benefits, including accrued sick leave, accrued vacation, the District's retirement plan, health insurance, life insurance and disability insurance. The employee is also required to return all District property, i.e. keys, credit cards, identification tag, and District embroidered shirts and caps.
- 2. Employees, including employees released during their initial introductory period or dismissed for disciplinary reasons, will receive their final paycheck within 72 hours of the employee's last day of work. The final paycheck will include payment for all earned salary due and not previously paid, and any accrued but unused leave balances which are subject to pay. Unused sick leave shall be paid out only to those employees who retire from the District as specified in Section VII(B)5, below.

#### VI. COMPENSATION

#### A. Employee Compensation

- 1. The Board of Directors shall have the exclusive authority to determine the General Manager's salary. The Board shall approve changes to the organization of District staff as recommended by the General Manger. The Board shall also determine the salary and hourly pay ranges for positions of the District. The General Manager shall have authority to determine the salaries or hourly pay rates of the employees of the District within the approved salary range for each position.
- 2. Hourly rate of pay for Exempt/Executive Employees will be calculated by taking the employee's monthly pay rate and multiplying said rate by 12, then dividing by 2,080. All other employees' hourly pay rates shall be established upon date of hire and adjusted thereafter in accordance with Section V(C), VI(A)6 and Section VI(E).
- 3. Pay periods for all employees will be bi-monthly with pay periods ending on the fifteenth and the last day of the month.
- 4. Pay earned during each pay period shall be paid to the employee within 2 working days of the end of each period.
- 5. The Board shall annually consider cost of living in salary and wages of employees based upon recommendation by the General Manager.
- 6. Adjustments in salary and wages of employees based upon performance will be considered annually in conjunction with an annual employee performance review. The General Manager shall have authority to adjust an employee's salary and wages within the approved salary range of each position.

#### B. Overtime Pay

- 1. All "Non-Exempt Employees" are eligible for overtime pay. All overtime pay must be approved by the Department Head or General Manager.
- 2. Overtime pay is defined as that time spent on the job over eight (8) hours in one (1) normal work day or any time spent on the job on holidays, Saturdays, or Sundays.

3. The rate paid for overtime pay is the regular hourly rate times one and one-half (1½ or 1.5) for each hour of overtime worked beyond eight (8) hours in one day and two times the regular hourly rate for each hour of overtime worked beyond twelve (12) hours in one day.

#### C. On-Call Pay

- 1. <u>Distribution and Customer Service</u> Each employee of the District who is on On-Call for distribution and customer service issues will receive one (1) hour of overtime pay for each day that the employee is performing On-Call duties. For each District holiday, excluding floating holidays, the employee performing the distribution and customer service On-Call duty will receive three (3) hours of overtime pay. If the employee is required to respond to an after hours emergency or service call, the employee will receive overtime pay for a minimum of two (2) hours, or, for actual time worked, whichever is greater. This shall apply to each call out, provided the next call out is after the initial 2 hours.
- 2. <u>Production and Treatment</u> Each employee of the District who is On-Call for production and treatment issues will receive a half(1/2) hour of overtime pay for each weekday (Monday Friday) that the employee is performing On-Call duty and one (1) hour of overtime pay for each weekend day (Saturday, Sunday) that the employee is performing On-Call duty. For each District holiday, excluding floating holidays, the employee performing the production and treatment On-Call duty will receive two (2) hours of overtime pay. Time spent by an employee to address a SCADA alarm remotely via computer, will be paid overtime pay of a minimum of a quarter-hour (1/4), or actual time worked, whichever is greater. If the alarm condition cannot be resolved via remote computer and the employee is required to respond to a District site, the employee will receive overtime pay for a minimum of two (2) hours, or, for actual time worked, whichever is greater. This shall apply to each alarm condition requiring response, provided the next call out is after the initial 2 hours.

#### D. Timekeeping

Each employee is required to keep an accurate record of their time through the use of an online time tracking system designated by the District. It is the employees' responsibility to maintain the online time tracking system on a daily basis.

#### E. Certification Bonus

When an employee, other than the General Manager, <u>Office Manager</u>, and <u>Engineering & Compliance</u> <u>Manager</u>, obtains work related certifications or licenses above the required \_certification\_or licenses for their position, the employee will receive an annual bonus for each certification above the required level for their respective position. Qualifying certification or licenses for this bonus program are shown below, along with their respective annual bonus amounts:

- Water Distribution Operator (WDO) certificates issued by the California Water Resources
   <u>Control Board:</u>
  - WDO I \$400.00
  - WDO II \$600.00
  - WDO III \$800.00
  - WDO IV \$1,000.00
  - <u>WDO V \$1,2000.00</u>

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Services Water Treatment Operator certification

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• Water Treatment Operator (WTO) certificate issued by the California Water Resources Control Board :

- WTO I \$ 400.00
- WTO II \$600.00
- WTO III \$800.00
- WTO IV \$1,000.00
- WTO V \$1,200.00
- American Water Works Association Water Conservation Specialist certification \$600.00
- American Water Works Association Cross Control Specialist certification <u>\$800.00</u>
- American Water Works Association Water Quality Laboratory Analyst \$600.00.

The payment of the bonus for the aforementioned certifications will occur annually on the anniversary date of the issuance of the certificate. If the employee loses or no longer otherwise qualifies for a certification for any reason, the annual bonus for the certification will immediately cease.

#### F. Certification and Educational Reimbursement

- 1. Upon successfully passing the tests and certifications listed in Section VI(D), above, the District will reimburse the employee for the cost of the test and certification, as well as certification renewal (minus any late fees, as it is the responsibility of the District employee to seek timely payment of fees).
- 2. With prior written approval from the General Manager, employees may be entitled to reimbursement of actual expenses for tuition, books and supplies incurred in conjunction with courses that are directly related to improving the employee's job skills or knowledge with respect to his or her current position, as determined by the General Manager in his or her sole discretion, provided the employee receives a passing grade for the course. Expenses for certification and education are limited to a maximum of \$1,500 per employee per calendar year.

#### G. Reimbursement for District Related Business

Use of personal automobiles by employees for District business shall be reimbursed for miles driven at the current standard mileage rate allowed by the Internal Revenue Service.

#### VII. BENEFITS

#### A. Vacation

- 1. Each full-time regular employee of the District shall receive paid vacation time in addition to salary. Said vacation will be accrued and credited to the employee's vacation account, on a monthly basis, as follows:
  - a. During the first year of employment through the fifth anniversary of the employee's hired date, the employee shall accrue 6.67 hours per month of vacation (equivalent to ten (10) days of vacation per year), up to a maximum of 320 hours of unused vacation time,
  - b. During the sixth year of employment through the tenth anniversary of the employee's hired date, the employee shall accrue 10 hours per month of vacation

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(equivalent to fifteen (15) days of vacation per year), up to a maximum of 320 hours of unused vacation time.

- c. After the tenth anniversary of the employee's hired date, the employee shall accrue 13.33 hours per month of vacation (equivalent to twenty (20) days of vacation per year) up to a maximum of 320 hours of unused vacation time.
- 2. An employee may utilize accrued vacation time as arranged by the employee and his or her Department Head or General Manager at least 48 hours in advance of commencement of the vacation. Preferred vacation times are not guaranteed, but the employee's Department Head or General Manager shall attempt to grant the employee's request. Once approved, scheduled vacations may not be changed unless authorized by the General Manager.
- 3. Accrual of vacation time is limited to a maximum of <u>320 hours</u> for <u>each</u> employee, Employees <u>may elect</u>, up to two times per year, to be paid for any vacation that they have accrued, as long as the hours that are requested to be paid do not result in the employee's unused vacation time balance to drop below 40 hours. Vacation time will be paid at the employee's rate of pay in effect at the time payment is made.
- 4. In the event a District recognized holiday, as set forth in Section VII(C), below, falls within a scheduled vacation, such holiday shall not be charged against an employee's accrued vacation time.

#### B. Sick Leave

- 1. Full Time Regular Employees
  - a. Sick leave with pay shall be granted to each Full-Time Regular Employee of the District at the rate of three and one-third (3.33) hours for each pay period of services completed. Sick leave is not a privilege to be used at the employee's discretion. Sick leave may be used for preventive care or for care of an existing health condition of the employee or an employee's family member, or for specified purposes when an employee is a victim of domestic violence, sexual assault, or stalking. A family member includes the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling.

In order to request sick leave, the employee must notify the District in advance whenever the need is foreseeable, or within one (1) hour prior to the time set for beginning the employee's daily duties. If the request is sudden or otherwise unforeseeable, the employee must provide notice to the employee's Department Head or the General Manager as soon as possible. When sick leave absence is for more than three (3) working days, the employee may be required to file with the District a physician's release or other evidence satisfactory to the District, stating the cause or reason for absence. If an employee is absent five (5) (or more) consecutive working days, a doctor's release is required in order for the employee to return to work. The doctor's release must state that the employee is sufficiently recovered to perform the duties of the position without restriction or limitation, or the employee may not be permitted to return to work.

b. Any Full Time Regular Employee who, on the first of December of any calendar year, has an unused sick leave balance of at least 400 hours (50 days) will be

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paid for sick leave that is in excess of 400 hours. The payment will be calculated at one-half (1/2) of the employee's current rate of pay for the hours in excess of 400 hours, which payment will be made during the first pay period in December of the same year. Payments shall be made to ensure that as of the first of December of any calendar year there shall be no employee that has a balance of unused sick leave in excess of 400 hours.

- c. If an employee is terminated by the District, then the employee shall not be entitled to receive payment for any unused sick leave balance that the employee may have at the time of termination regardless of the amount of unused sick leave.
- d. Any employee who retires with either service or disability retirement will be paid for unused sick leave up to 400 hours (50 days) at one-half (1/2) of the employee's then current rate of pay. Such an employee shall not be paid for any unused sick leave in excess of 400 hours (50 days).
- e. In case of an employee's death, the Board of Directors, in its sole discretion, may authorize the payment for any unused sick leave to that employee's spouse or family.
- 2. Part-Time Regular Employees
  - a. Effective as of July 1, 2015, sick leave with pay shall be granted to each Part-time Regular Employee of the District at the rate of 2 minutes of sick time per hour worked. New Part Time Regular Employees must complete ninety (90) days of employment with the District before being able to accrue sick leave. Sick leave is not a privilege to be used at the employee's discretion. Sick leave may be used for preventive care or for care of an existing health condition of the employee or an employee's family member, or for specified purposes when an employee is a victim of domestic violence, sexual assault, or stalking. A family member includes the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. Unused sick leave will be accumulated at the rate of 80 hours (ten days) a year, without limit.
  - b. Any Part Time Regular Employee who, on the first of December of any calendar year, has an unused sick leave balance in excess of 48 hours, will be paid for any such excess sick leave at the rate of one-half (1/2) of the employee's current hourly rate. Payment will be made during the first pay period in December of the same year. Payments shall be made to ensure that as of the first of December of any calendar year there shall be no part-time regular employee that has a balance of unused sick leave in excess of 48 hours.
  - c. Sections VII.B(1)(b), VII.B(1)(d), and VII.B(1)(f), above, regarding sick leave that apply to Full Time Regular Employees shall also apply to Part Time Regular Employees.

#### C. Holidays

- 1. All full-time regular employees will receive the following days off from work as paid holidays:
  - New Year's Day January 1st
  - Martin Luther King Day Third Monday in January

- Presidents' Day Third Monday in February
- Memorial Day Last Monday in May
- Independence Day July 4th
- Labor Day First Monday in September
- Veteran's Day November 11th
- Thanksgiving Day Fourth Thursday in November
- Thanksgiving Holiday Friday following Thanksgiving Day
- Christmas Day December 25th
- 2. If a holiday falls on a Saturday, the immediately preceding Friday will be deemed the District holiday. If a holiday falls upon a Sunday, the immediately following Monday will be deemed the District holiday.
- 3. In addition to the District recognized holidays, each Full-Time Employee of the District shall be entitled to two (2) additional days off per calendar year, to be known as a "floating holiday," which may be utilized on any regularly scheduled District work day with the prior approval of the General Manager or appropriate Department Head. A "floating holiday" must be used in eight (8) hour increments. These "floating holidays" must be used in the calendar year. If not used within the calendar year, the unused day(s) will be paid to the employee at the close of the final pay period of the year, at the employee's then current hourly rate.
- 4. Any full-time regular employee required to work on a holiday may be entitled to compensation pursuant to this Section VII(C). In order for an employee to receive a paid holiday, the employee must work on the regular work day before and the regular workday after the holiday, or utilize vacation time on those days. If an employee takes either or both of those days off as sick leave, the employee shall not receive a paid holiday unless and until the employee has provided his or her Department Head or General Manager a letter from a doctor or other medical professional substantiating the employee's sick leave as a permissible use of sick leave.

#### D. Leave of Absence

Upon submission of a written request, and written approval by the General Manager, an employee may be granted a leave of absence without pay. No employee benefits will be paid by the District, or accrued, during the absence, with the exception of insurance coverage(s) which will remain in effect for the current calendar month. If an employee will be on leave of absence for a period longer than the District will provide insurance coverage(s), the employee may elect to pay the District the cost of insurance coverage(s) in order to continue protection. If an employee will be off the payroll for more than 30 days, the employee may elect to pay the cost of medical and/or life insurance coverage(s) in order to continue said coverage(s).

#### E. Compassionate Leave

Whenever any full-time regular employee is absent from work due to a death in the employee's immediate family or the employee's spouse's immediate family, the General Manager, in his or her sole discretion, is authorized to grant up to a maximum of three (3) working days compassionate leave with pay. Compassionate leave with pay will not affect any employee benefits. Immediate family for the purpose of compassionate leave is defined as a mother, father, wife, husband, natural or adopted child, brother, sister, grandparent, grandchild, domestic partner, similar in-laws or step relatives.

#### F. Leave Related to Military Service

Any leave taken as a result of military service must be supported by a certification of its necessity from the United States government. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider.

#### G. HIPPA

The Health Insurance Portability and Accountability Act, was enacted in 1996 and is overseen by the U.S. Department of Health and Human Services. HIPPA regulations are enforced by the Office of Civil Rights and prevent the release, disclosure or use of an individual's health information without written permission. However, there are instances when certain health information can be disclosed to what is referred to as "covered entities" without permission. A copy of the current HIPPA notice may be obtained from the Office Administrator.

#### 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 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 the District's Office Administrator of any qualifying event believed to enable COBRA coverage within 60 days of such event. Cal-COBRA is California law that has similar provisions to federal COBRA. With Cal-COBRA the group policy must be in force with 2-19 employees covered on at least 50 percent of its working days during the preceding calendar year, or the preceding calendar quarter, if the employer was not in business during any part of the preceding calendar year. A copy of the current COBRA requirements may be obtained from the Office Administrator.

#### I. Jury Duty

- District employees summoned by a local or State tribunal will be permitted time off from work for jury duty. The affidavit or Jury Summons requiring jury service must be presented by the employee to the Office Administrator prior to the date that the employee must attend jury duty.
- 2. For full-time regular employees, the District will pay for a maximum of up to ten (10) working days of jury service every year at the employee's regular rate of pay. In order to qualify for paid jury leave, the employee must provide proof of attendance at jury duty and pay to the District any amount of money the Court paid to the employee, minus any amount paid for travel mileage.
- 3. All full-time regular employees that are required to serve on a jury for more than 10 days will continue to receive other District employment benefits while serving on the jury, but will not receive regular pay beyond the 10 days as set forth under Section VII.I.2, above.

#### J. Time off to Vote

The General Manager will allow employees time off from work with pay for no more than two (2) hours for the purposes of voting at any statewide or local government election. Such time off will be granted during times that are least disruptive to District operations, as designated at the discretion of the General Manager or the appropriate Department Head.

#### K. Health, Dental, and Vision Insurance

- All full-time regular employees of the District, and all elected or appointed Directors of the District's Board of Directors, shall be eligible for health, dental, and vision insurance coverage. For said full-time regular employees and Directors, the District shall pay for 100% of the cost of health, dental, and vision insurance coverage for the employee or Director, the employee's or Director's spouse, and the employee's or Director's dependent(s) in accordance with a group plan provided by the District.
- 2. A copy of the current health, dental, and vision insurance plans may be obtained from the Office Administrator. District paid health, dental, and vision insurance is a benefit that is subject to the discretion of the Board of Directors, and the plan(s) or coverage may be changed or eliminated without notice.

#### L. Life Insurance

- 1. The District provides a life insurance benefit of \$20,000 for the employee and such lesser amount for family members of the employee as provided by the District's policy. The employee may voluntarily pay the premium to increase the life insurance benefits above \$20,000, at the employee's expense, as may be permitted under the life insurance provider's plan.
- 2. Upon a Director's sworn Oath of Office, life insurance shall be available to the Director in the amount of \$10,000 and such lesser amount for the Director's spouse as provided by the District's life insurance plan.
- 3. A copy of the current life insurance plan may be obtained from the Office Administrator. The Board of Directors reserves the right to amend said life insurance benefits in its sole discretion at any time.

#### M. Disability Insurance

The District provides full-time regular employees Short-term Disability (STD) and Long-term Disability (LTD) insurance at no cost to the employee. More information regarding said disability plans are available for inspection at the District office during regular business hours.

#### N. Retirement Benefits and Deferred Compensation Plan

- 1. The District participates in the California Public Employees Retirement System (CalPERS) for full time regular and part time regular employees.
  - a. For full-time regular employees hired prior to January 1, 2013, the District currently pays 100% of the contributions (both employer and employee contributions required under the plan). The District's contract with CalPERS provides employees with a 2% at age 60 retirement benefit.
  - b. For full-time regular employees hired after January 1, 2013, the District's contract with CalPERS provides employees with a 2% at age 62 benefit formula with an early retirement age of 52 and a maximum benefit factor of 2.5% at age 67. Said full-time regular employees hired after January 1, 2013 shall pay 50% of the total normal cost of their pension benefit. However, the employee contribution rate may not exceed 8% of their salary as defined in the CalPERS contract with the District.
  - c. A full-time regular employee hired after January 1, 2013 that established a CalPERS membership at his or her previous employer within six months prior

to beginning employment at the District, will qualify for the 2% at 60 formula as provided to full- time regular employees hired before January 1, 2013, as set forth in Section VII(N)(1)(a).

- d. A part-time regular employee who works over 1,000 hours within the District's fiscal year is entitled to retirement benefits with CalPERS. Said benefit shall be effective upon the first day of the first pay period of the following month after which the part-time employee completes 1,000 hours of employment with the District. For part-time regular employees hired after January 1, 2013 that are eligible for CalPERS as set forth herein, the benefit is the same as for full-time regular employees as set forth in Section VII(N)(b), above.
- e. The District's retirement benefits plan may be obtained from the Office Administrator for inspection at the District office during regular business hours.
- 2. The District also offers an employee funded Deferred Compensation Plan through Lincoln Financial Group for all employees. Said plan may be obtained from the Office Administrator for inspection at the District office during regular business hours.
- 3. The Board of Directors reserves the right to amend the retirement benefits and deferred compensation plans at any time.

#### 0. Retiree Health, Dental and Vision Benefits

- 1. The following individuals shall qualify for post-retirement medical, dental and vision insurance benefits:
  - Retired Directors <u>elected to office prior to January 1, 1995 who served on the</u> <u>Board of Directors for at least twelve (12) years prior to retirement</u>, pursuant to Government Code Section 53201;
  - b. Full-Time Regular Employees that were employed by the District prior to November 1, 2011 who, at the time of retirement, had been continuously employed by the District for a minimum period of ten (10) years and have attained a minimum age of fifty (50) years; and
  - c. Full-Time Regular Employees employed by the District after November 1, 2011 who, at the time of retirement, had been continuously employed by the District for a minimum continuous period of twenty (20) years and have attained a minimum age of fifty-five (55) years.
- 2. The District provides medical, dental and vision insurance benefits for the spouses of eligible retired Directors and employees (hereinafter referred to as the "Retiree") as follows:
  - a. For the spouse of Retirees under Sections VII(O)(1)(a) and VII(O)(1)(b), above, such benefits will be provided for the remainder of the spouse's life, provided the spouse is\_married to the Retiree at the time of his or her retirement from the District\_and enrolled in the health coverage(s). Benefits shall be provided to the spouse as long as said spouse remains married to the Retiree until the Retiree's death.\_\_\_Should\_the\_spouse\_remains\_married to the health coverage(s) thereafter, such\_benefits shall permanently cease.
  - For the spouse of a Retiree under Section VII(O)(1)(c), above, the District shall make available, at the Retiree's expense, medical insurance benefits for the spouse

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of the Retiree, provided the spouse is married to the Retiree at the time of his or her retirement from the District and enrolled in the health coverage(s). Benefits shall be provided to the spouse as long as said spouse remains married to the Retiree until the Retiree's death. Should the spouse re-marry or disenroll from the health coverage(s) thereafter such benefits shall permanently cease. Any payments for coverage not provided to the District on the premium due date set forth by the insurance provider is subject to cancellation.

- 3. The District shall make available to Retirees under Section VII(O)(1), above, medical insurance benefits for the children of Retirees at the Retiree's expense, provided that said child(ren) are enrolled in the health coverage(s) at the time of the Retiree's retirement. The eligibility of coverage for such children shall be determined by the insurance provider. If payment for said coverage is not provided to the District on the due date set forth by the insurance provider, said coverage is subject to cancellation.
- The term "retirement", as used in this section, shall include resignation, death, or termination due to disability, of an employee who otherwise meets the qualifications for post-retirement benefits.
- 5. The Board of Directors reserves the right and retains sole discretion to substitute other comparable major medical, vision and dental coverage for the coverage then provided under this Section VII(O).

#### P. Use of Vehicles

- Employees, who are required to operate a District or personal vehicle to conduct District business, must possess a valid California Driver's License issued by the California Department of Motor Vehicles. These employees must, at all times, observe and abide by all state and local traffic laws. Any employee operating a District or personal vehicle, who has his or her driver's license suspended or revoked, or is refused insurance coverage by the District's insurance carrier, is subject to having his or her employment terminated by the District.
- 2. The District has established and maintains a Driving Record Review Program. As part of this program, it has enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice Program, a free service for the District that provides a driver record reports on all employees (full-time and part time).
- 3. District vehicles are to be garaged at the District's Hudson Avenue warehouse when not in use. These vehicles are **NOT** to be used for personal business or transportation of family members or friends. The General Manager may grant a temporary exception to such prohibition when the circumstances warrant. The following District employees shall be issued District vehicles for transportation to and from work as well as for other District Business:
  - On-Call employee(s);
  - Distribution Supervisor;
  - Water Treatment & Supply Supervisor;
  - Engineering & Compliance Manager;
  - General Manager.

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- *Q.* California Family Rights Act (CFRA Leave) and Pregnancy Disability Leave (PDL)

- 1. Under the California Family Rights Act (CFRA), if an employee has more than 12 months of service with the District, and has worked at least 1,250 hours in the preceding 12-month period, the employee may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be for up to 12 work weeks in a 12-month period for the birth, adoption, or foster care placement of the employee's child or for the employee's own serious health condition or that of the employee's child, parent or spouse.
- 2. Even if an employee is not eligible for CFRA leave, if the employee is disabled by pregnancy, childbirth or related medical conditions, the employee may be entitled to take a pregnancy disability leave (PDL) for up to four (4) months, depending on the period(s) of actual disability. If an employee is eligible under CFRA, the employee may be entitled to take both a PDL and a CFRA leave for reason of the birth of the employee's child.
- 3. An employee that desires to utilize CFRA or PDL must provide at least 30 days advance written notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee or of a family member). For events which are unforeseeable, the employee must, at a minimum, notify District management verbally as soon as the employee learns of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.
- 4. The District requires written verification from an employee's health care provider before allowing an employee leave for pregnancy disability or the employee's own serious health condition, or written verification from the health care provider of the employee's child, parent or spouse who has a serious health condition, before allowing the employee leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.
- 5. If an employee seeks leave for the birth, adoption or foster care placement of a child, the minimum duration of the leave is two (2) weeks and the employee must conclude the leave within one (1) year of the birth or placement for adoption or foster care.
- 6. Taking a CFRA or PDL may impact certain employee benefits and an employee's seniority date. An employee that wants more information regarding and the impact on such benefits should contact the General Manager.

#### **R.** Return to Work

In an effort to minimize serious disability due to on-the-job and off-the-job injuries and illnesses and to reduce workers' compensation costs (if applicable), the District has developed a Return-to-Work program. This policy is consistent with the District's responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to persons with disabilities. The Return to Work Policy is available for review in the District' Office Administrator.

#### VIII. REQUEST FOR REASONABLE ACCOMMODATIONS

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 District's Office Administrator discuss the need for an accommodation. The District will engage in an interactive process with the employee to identify possible accommodations, if any.

#### IX. NONDISCRIMINATION AND COMPLAINT PROCEDURE

#### A. Nondiscrimination Policy

- 1. The District is an equal opportunity employer and makes employment decisions on the basis of merit. Unless based upon a bona fide occupational qualification as defined by law, no personnel action (including appointment to or removal from a position in District employment) shall be based upon race, creed, color, age, religion, sex, ancestry, national origin, military status, physical or mental disability, pregnancy, childbirth or related medical condition, marital status, non-disqualifying medical condition, sexual orientation, gender expression or identity, genetic information or any other consideration unlawful under federal, state or local laws.
- Any technique or procedure used in recruitment or selection of employees shall be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique or any other personnel action shall be used that, in the opinion of the General Manager, is not justifiably linked to successful job performance.
- 3. Pursuant to applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment with the District, unless such reasonable accommodations would impose undue hardship upon the District.
- 4. Any employee suffering from a disability that requires an accommodation in order to perform the essential functions of his or her job should provide notice of such need to his or her Department Head or the General Manager, who will then engage in an interactive process with the employee to determine the extent of the disability as it relates to the job and what appropriate reasonable accommodations can be made to assist the employee carry out the essential functions of his or her job. The District will provide such reasonable accommodations to the extent it does not impose undue hardship, pursuant to applicable law.

#### **B.** Complaint Procedure

- 1. In adopting its nondiscrimination policy, the District assures its employees that every reasonable step will be taken to prevent discrimination from occurring. If an employee believes that he or she has been unlawfully discriminated against, the employee is urged to immediately provide a written or oral complaint to the employee's Department Head or to the General Manager as soon as possible after the incident. Such complaint should include all the details of the incident(s), names of individuals involved, and the names of any witnesses. All information and communication regarding the discrimination will be kept confidential, subject to disclosure in an investigation and as required by applicable law.
- 2. Anyone receiving a complaint of unlawful discrimination will immediately document the complaint in writing and refer the complaint to the General Manager, who will insure that an immediate, thorough, and objective investigation of the discrimination allegation(s) is undertaken. The General Manager will inform the employee of his or

her right to seek independent legal counsel and any assistance available to the employee under the District's policies.

- 3. After the investigation is completed and findings have been made, the District will communicate the findings to the complainant, the alleged offender, and any other concerned party as determined by the General Manager. If the General Manager determines that unlawful discrimination has occurred, remedial action will be taken as warranted by the circumstances. Any employee found to be guilty of discrimination will be subject to discipline ranging from oral or written reprimand, up to, and including, termination.
- 4. To achieve the goals of the District's policy, it is necessary that each employee understand the importance of the policy and his or her individual responsibility to contribute toward its maximum fulfillment. Employees are encouraged to report any and all perceived or alleged incidents of discrimination and are assured that there will not be any retaliation for having reported, in good faith, any incident of suspected discrimination.
- 5. This Nondiscrimination Policy and Complaint Procedure is included as part of this Manual and shall be provided to each District employee and to all new employees at the time of commencement of employment. Each existing and new employee shall acknowledge receipt of the Manual by executing the form specified in Section XIII of this Manual, which form shall be retained in each employee's personnel file.

#### X. WORKPLACE VIOLENCE

- **A.** 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 ability to execute its daily business will not be tolerated.
- **B.** Any person who makes threats, exhibits threatening behavior, or engages in violent acts on District's property may be removed from the premises pending the outcome of an investigation. Threats, threatening behavior, or other acts of violence off District's property, but directed at District employees, District members or the public while conducting business for the District, is a violation of this policy.
- *C.* Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, threats through online social media or any other communication medium. Violations of this policy will lead to disciplinary action that may include termination.
- D. Employees are responsible for notifying the General Manager or Department Head of any threats which they have witnessed, received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed which 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.
- *E.* Each employee who receives a protective or restraining order which lists District's premises as a protected area is required to provide the Office Administrator with a copy of such order.

#### XI. ANTI-HARASSMENT AND COMPLAINT PROCEDURE

#### A. Anti-Harassment Policy

- All employees, customers of the District, and members of the public, are to be treated with respect and dignity. The District is committed to providing an atmosphere free of all harassment, particularly harassment based on such factors as race, creed, color, religion, sex, national origin or ancestry, physical or mental disability, nondisqualifying medical condition, pregnancy, childbirth or related conditions, marital status, age, sexual orientation, gender identity or expression, or genetic information.
- 2. Workplace harassment is against the law. It is the policy of the District that workplace harassment of any co-worker, co-employee or member of the public, by any employee, or customer of the District is absolutely prohibited and will not be tolerated. Failure to abide by this policy will result in disciplinary action, up to, and including, termination.
- 3. Workplace harassment includes verbal, physical, and visual contact that creates an intimidating, offensive, or hostile working environment that interferes with work performance. Examples of workplace harassment include racial or sexist slurs, ethnic or sexist jokes, posting of offensive statements, offensive or insulting posters or cartoons, and unwanted touching or blocking of normal movement.
- 4. It is unlawful to harass a person because of that person's sex. Sexual harassment encompasses many forms of offensive behavior and includes gender-based harassment of a person of the same sex. Sexual harassment includes, but is not limited to, the making of any unwelcome advances and/or visual, verbal or physical conduct of a sexual nature, offering employment benefits in exchange for sexual favors, or threatening reprisals after a negative response to a sexual advance. Some examples of sexual harassment are: requests for sexual favors, demeaning sexual remarks, leering, making sexual gestures, displaying of sexually suggestive objects or pictures, references to anyone in terms such as "honey," making or using derogatory comments, epithets, slurs or jokes, comments about an individual's body, touching, impeding or blocking movements, or any other conduct based upon an individual's job performance or is intimidating, hostile, or offensive to that individual.

5. If an employee thinks that he or she or one of his or her co-workers has been the victim of harassment, that person should tell the harasser that the behavior is unwelcome. If the harasser does stop, then immediately report such conduct to his or other Department Head or to the General Manager. Every complaint of harassment that is reported to a Department Head or the General Manager will be taken seriously and investigated thoroughly. The District encourages employees to report harassment, as every employee's cooperation is crucial to maintaining a healthy workplace that is free from harassment. Retaliation against any employee by management or other employees for making a complaint of harassment in good faith, or participating in the investigation of any complaint, will not be tolerated. This is the firm "zero tolerance" policy of the District.

#### **B.** Complaint Procedure

- 1. In adopting its zero tolerance harassment policy, the District assures its employees that every reasonable step will be taken to prevent harassment at the workplace. If an employee believes that he or she has been unlawfully harassed, the employee is urged to immediately do the following:
  - a. Make it clear to the offender that the behavior is offensive and unacceptable. If possible, confront the offender and attempt to persuade him or her to stop the behavior that is unwelcome. The offender may not realize that the advances or behavior are unacceptable. A simple confrontation will often end the situation.
  - b. Don't let confusion and self-doubt stop her or him from speaking out regarding the behavior and actions of the offender.
  - c. Keep a record of dates, times, places, witnesses and the nature of the harassment. Such records may be very helpful if the employee finds it necessary to pursue a formal complaint.
  - d. Contact his or her Department Head, Human Resources Administrator or the General Manager if the employee feels that she or he has been or is being sexually harassed, or is aware of or suspects the occurrence of sexual harassment, or desires counseling on coping with sexual harassment, the employee should immediately contact his or her Department Head or the General Manager.
  - e. Foster confidentiality by insuring the privacy for all parties concerned with the exception of proper notification to the General Manager or Department Head.
  - f. Provide a written or oral complaint to the employee's Department Head, Human Resources Administrator or to the General Manager as soon as possible after the incident. Such complaint should include all details of the incident(s), names of individuals involved, and the names of any witnesses. All information and communication regarding the harassment will be kept confidential, subject to disclosure as required by applicable law.
- 2. The following procedures will be followed after an employee reports unlawful harassment:
  - a. Anyone receiving a complaint of unlawful harassment will immediately document the complaint in writing and refer the complaint to the General Manager, who will insure that an immediate, thorough and objective investigation of the harassment allegation(s) is undertaken. The General Manager will inform the employee of his or her right to seek independent legal counsel and any assistance available to the employee under the District's policies.
  - b. After the investigation and findings have been concluded, the District will communicate the findings to the complainant, alleged harasser, and any other concerned party as determined by the General Manager. If it is determined that unlawful harassment has occurred, remedial action will be taken as warranted by the circumstances. Any employee found to be guilty of harassment will be subject to discipline ranging from verbal or written reprimand, up to, and including, termination.

- 3. To achieve the goals of the District's anti-harassment policy, it is necessary that each employee understand the importance of the policy and his or her individual responsibility to contribute towards its maximum fulfillment. Employees are encouraged to report any and all alleged or perceived incidents of harassment and are assured that there will not be any retaliation for having reported, in good faith, any incident of suspected harassment.
- 4. This Anti-Harassment Policy and Complaint Procedure are included in this Manual and shall be provided to each District employee and all new employees at the time of commencement of employment. Each existing and new employee shall acknowledge receipt of the Manual by executing the form specified in Section XIII of this manual and the executed form shall be retained in each employee's personnel file.



[Retain in Employee Personnel File.]

#### XII. EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE POLICIES AND PROCEDURES MANUAL

Each existing District employee and all new employees are required to receive and read a copy of this Manual and any amendments thereto. Each existing employee shall, within 30 days of the adoption of this Manual, receive and sign an acknowledgement that he or she has received and read this Manual and understands its provisions, which acknowledgement shall be placed in the employee's personnel file. Each newly hired employee shall, at the time of commencement of employment, receive a copy of this Manual and sign such acknowledgement prior to commencement of work at the District, which acknowledgement shall be placed in the employee's personnel file.

#### EMPLOYEE ACKNOWLEDGEMENT OFRECEIPT OF EMPLOYEE POLICIES

#### AND PROCEDURES MANUAL ADOPTED ON THE ,8th day of January, 2018.

I acknowledge that I have received, read, and understand the La Puente Valley County Water District's Employee Policies and Procedures Manual. I understand that this acknowledgement will be placed in my personnel file and that I will receive a copy of it upon request.

[Print Full Name]

Dated this

day of

<u>,2018</u>

[Signature]

Deleted: 2017

Deleted: 9th Deleted: 2017

31



Fedak & Brown LLP

**Certified Public Accountants** 

Cypress Office: 6081 Orange Avenue Cypress, California 90630 (657) 214-2307 FAX (714) 527-9154

Riverside Office: 4204 Riverwalk Pkwy. Ste. 390 Riverside, California 92505 (951) 977-9888

~

December 13, 2017

Mr. Greg Galindo, General Manager La Puente Valley Water District 112 N. First Street La Puente, California 91744

Re: Engagement Letter for auditing services for the year ended December 31, 2017

Dear Mr. Greg Galindo, General Manager:

Enclosed is our Engagement Letter to perform auditing services for the La Puente Valley Water District for the year ended December 31, 2017. We look forward to working with you and the rest of the District staff.

Please sign this engagement letter and return it in the envelope provided at your convenience.

If you have any questions regarding this letter please let me know.

Cordially,

Mintophin & Brown

Christopher J. Brown, CPA, CGMA

Enclosures

CJB/rmm



### Fedak & Brown LLP

**Certified Public Accountants** 

Cypress Office: 6081 Orange Avenue Cypress, California 90630 (657) 214-2307 FAX (714) 527-9154

Riverside Office: 4204 Riverwalk Pkwy. Ste. 390 Riverside, California 92505 (951) 977-9888

#### UNDERSTANDING OF THE ENGAGEMENT

December 13, 2017

Mr. Greg Galindo, General Manager La Puente Valley Water District 112 N. First Street La Puente, California 91744

Dear Mr. Greg Galindo, General Manager:

We are pleased to confirm our understanding of the services we are to provide for the La Puente Valley Water District (District) for the year ended December 31, 2017. We will audit the financial statements of the business-type activities, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Funding Status Other Post-Employment Benefit
- Schedule of the District's Proportionate Share of the Net Pension Liability
- Schedule of Pension Plan Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

• Introductory Section

#### Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and State Controller's Minimum Audit Requirements for California Special Districts, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, agreements, and grant agreements, noncompliance with which could have a material effect on the basic financial statements as required by *Governmental Auditing Standards*. The report on internal control and on compliance and other matters will each include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### Audit Procedures - General

*Government Auditing Standards* require that we communicate, during the planning stage of an audit, certain information to officials of the audited entity, and certain other parties. That information follows:

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the basic financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

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Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management aregulations that come to our attention, unless clearly inconsequential Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We have advised the District of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We have offered to perform, as a separate engagement, extended procedures specifically designed to detect fraud and the District has declined to engage us to do so at this time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorney(s) as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also assist in preparing the District's Annual State Controller's Report in conformity with the State Controller's Minimum Audit Requirements for California Special Districts. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including maintaining and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the basic financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, and contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

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Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the constancy of other information in the electronic site with the original document.

#### Audit Administration, Fees, and Other

We understand that the District's employees will prepare all confirmations we request and will locate any documentation selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Fedak & Brown LLP, and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to various government agencies. We will notify the District of any such request. If requested, access to such documentation will be provided under the supervision of Fedak & Brown LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these government agencies. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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The audit documentation for this engagement will be retained for a minimum of seven years under California State Law after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in December 2017 and to issue our reports no later than April 2018. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$17,930 (with preparation of the District's annual State Controller's Report for \$500, and out-of-pocket cost not to exceed \$500). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the audit. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if the District's account becomes 30 days or more overdue and may not be resumed until the District's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will have been deemed to have been completed upon written notification of termination, even if we have not completed our report. The District will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from the District's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with the District's management and arrive at a new fee estimate before we incur the additional costs.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms of and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

The District may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with the District regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services.

In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If the District has any questions, please let us know. If the District agrees with the terms of our engagement described in this letter, please sign below and return it to us in the envelope provided. We have enclosed a copy for the District's files.

Very truly yours,

Fedale & Brown LLP

Fedak & Brown LLP

**RESPONSE:** 

This letter correctly sets forth the understanding of the La Puente Valley Water District	
By:	
Title:	
Date:	

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M	emo	Ruente Valle
To:	Honorable Board of Directors	in the second se
From:	Greg Galindo, General Manager	THE DISC
Date:	January 5, 2018	Water
Re:	Surplus of the District's Truck No. 24 (2007 Ford Rang	er Pickup Truck)

#### Summary

The District owns a 2007 Ford Ranger Pickup Truck (Truck No. 24), which is no longer of need to the District. This truck was utilized primarily for water production and treatment plant operations. A new truck was purchased in 2017 for the purpose of replacing Truck No. 24. Truck No. 24 is 11 years old and is fully depreciated. The current mileage is over 116,500 and its value, if sold to a private party, is estimated to be between \$4,600 and \$6,500, according to Kelly Blue Book.

#### Recommendation

Staff recommends that the Board declare the 2007 Ford Ranger Pickup Truck (Truck No. 24) as surplus and authorize Staff to sell it through a public auction. Staff plans to use the auctions services of Ken Porter Auctions in Carson, CA. Any proceeds from the sale of the vehicle will be recorded as revenue from the sale of an asset.

I hope you find this information useful and I look forward to discussing this matter with you at the next Board meeting. If you have any questions, please feel free to contact me.

Respectfully Submitted,

Greg B. Galindo

General Manager

#### Enclosure

• Kelly Blue Book Report on Estimated Truck Value





Style: XL Pickup 2D 6 ft Mileage: 117,000

### Vehicle Highlights

Fuel Economy: City 21/Hwy 26/Comb 23 MPG	Max Seating: 5
Doors: 2	Engine: 4-Cyl, 2.3 Liter
Drivetrain: 2WD	Transmission: Manual, 5-Spd
EPA Class: Standard Pickup Trucks	Body Style: Pickup
Country of Origin: United States	Country of Assembly: United States



Valid for ZIP Code 91744 through 01/04/2018

## Your Configured Options

Our pre-selected options, based on typical equipment for this car.

 $\checkmark$  Options that you added while configuring this car.

#### Engine

4-Cyl, 2.3 Liter

Transmission

✓ Manual, 5-Spd

Drivetrain

2WD

**Braking and Traction** 

ABS (4-Wheel)

#### **Comfort and Convenience**

Air Conditioning

Steering

Power Steering

#### Entertainment and Instrumentation

AM/FM Stereo

Safety and Security Dual Air Bags

#### Wheels and Tires

Steel Wheels

**Exterior Color** 

✓ White

## Glossary of Terms

**Kelley Blue Book® Trade-in Value** - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

**Trade-In Range** - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when

#### Tip:

t's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider 2007 Ford Ranger Super Cab XL Pickup 2D 6 ft Trade In Values - Kelley Blue Book

you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

**Kelley Blue Book® Private Party Value** - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

**Private Party Range** - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

**Excellent Condition** - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

**Very Good Condition** - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

**Good Condition** - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

**Fair Condition** - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

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having your mechanic give you an objective report.

## Staff Report

To:Honorable Board of DirectorsFrom:Rosa Ruehlman, Office AdministratorDate:01/08/18Re:2018 Conferences and Meetings



In addition to the District's Board Meeting and Committee Meetings, Staff has put together a list of upcoming Conferences and Meetings for 2018 for the Board to review and approve attendance for Staff and Directors.

Water Education for Latino Leaders (WELL) Annual Conference – Thursday, March 22 to Friday March 23, 2018, at the Holiday Inn Sacramento Downtown-Arena, in Sacramento, CA.

**ACWA 2018 Spring Conference** – Tuesday, May 8 to Friday, May 11, 2018, at the Sacramento Convention Center, Hyatt Regency and Sheraton Grand in Sacramento, CA.

**AWWA Annual Conference and Exposition** – Monday June 11 to Thursday June 14, 2018, at the Mandalay Bay Convention Center in Las Vegas Nevada.

**CSDA Annual Conference** – Monday, September 24 to Thursday, September 27, 2018 at the Renaissance Hotel and Spa in Indian Wells, CA.

**SmartWater Innovations Conference** – Wednesday, October 3 to Friday, October 5, 2018 at the South Point Hotel in Las Vegas, NV.

**AWWA CA/NV 2018 Fall Conference** – Monday, October 22 to Thursday, October 25, 2018 at the Westin Mission Hills in Palm Springs, CA.

ACWA 2018 Fall Conference – Tuesday, November 27 to Friday, November 30, 2018, in San Diego, CA. (Conference site to be determined)

**SCWUA** – Southern California Water Utilities Association, are usually held on the fourth Thursday of each month with the exception of November and December due to the holidays and are held at the Pomona Sheraton Fairplex in Pomona, CA. (Dates and location may be subject to change)

**SGVWA** – San Gabriel Valley Water Association's quarterly breakfasts are held on the second Wednesday in the months of February, May, August and November at the Pomona Mining Company in Pomona, CA. (Dates and location may be subject to change)

If you have any questions on the information provided or would like additional information, please contact us at your earliest convenience.

# Memo

To: Honorable Board of DirectorsFrom: Greg Galindo, General ManagerDate: January 5, 2018Re: Ad hoc Committee Assignments



Below are the active Ad hoc Committee assignments.

- PVOU IZ Project: President Hastings and Director Escalera
- Recycled Water Project: Vice President Rojas and Director Hernandez
- Staff Assessment: President Hastings and Director Escalera

At the upcoming Board of Directors meeting, staff would like to discuss the need to continue the existing Ad hoc Committees into 2018.

If you have any questions, please feel free to give me a call.

## **Upcoming Events**

**To:** Honorable Board of Directors

From: Rosa Ruehlman, Office Administrator RBR

Date: 01/08/18

**Re:** Upcoming Board Approved Meetings and Conferences for 2018.

Day/Date	Event	<u>Aguirre</u>	<u>Escalera</u>	<u>Hastings</u>	<u>Hernandez</u>	<u>Rojas</u>
Thursday, January 25, 2018	SCWUA Luncheon at 11:30 at the Sheraton at the Pomona Fairplex.					
Wednesday February 7, 2018	SGVWA Quarterly Breakfast at the Pomona Mining Co. at 8:00 am.					
Monday & Tuesday, February 12 - 13, 2018	Association of Groundwater Agencies AGWA – AGWT at Gateway Hotel in Ontario, CA					
Thursday, February 22, 2018	SCWUA Luncheon at 11:30 at the Sheraton at the Pomona Fairplex.					
Thursday, March 22, 2018	SCWUA Luncheon at 11:30 at the Sheraton at the Pomona Fairplex.					
Thursday & Friday, March 22-23, 2018	Water Education for Latino Leaders (WELL) Annual Conference at the Holiday Inn Sacramento – Downtown Arena, Sacramento, CA					
Tuesday – Friday, May 8-11, 2018	ACWA 2018 Spring Conference in Sacramento Valley, Sacramento, CA.					
Thursday, May 24, 2018	SCWUA Luncheon at 11:30 at the Sheraton at the Pomona Fairplex.					
Monday – Thursday, June 11-14, 2018	AWWA Annual Conference and Exposition in Las Vegas, NV.					
Thursday, June 28, 2018	SCWUA Luncheon at 11:30 at the Sheraton at the Pomona Fairplex.					
Thursday, July 26, 2018	SCWUA Luncheon at 11:30 at the Sheraton at the Pomona Fairplex.					



Monday-Thursday, September 24-27, 2018	CSDA 2018 Annual Conference at Indian Wells, CA.			
Wednesday-Friday, October 3-5, 2018	SmartWater Innovations Conference at South Point Hotel in Las Vegas, NV.			
Monday– Thursday, October 22-25, 2018	AWWA CA/NV 2018 Fall Conference at the Westin Mission Hills, Palm Springs, CA			
Tuesday – Thursday, Nov. 27-30, 2018	ACWA 2018 Fall Conference in San Diego			

**SGVWA** – San Gabriel Valley Water Association Quarterly Breakfast, are held on the Second Wednesday of February, May, August and November at the Pomona Mining Co. in Pomona, CA. (Dates and location are subject to change).

**SCWUA** – Southern California Water Utilities Association Luncheons are typically held on the fourth Thursday of each month with the exception of November and December due to the Thanksgiving and Christmas holiday and are held at the Pomona Fairplex in Pomona, CA. (Dates are subject to change)

If you have any questions on the information provided or would like additional information, please contact me at your earliest convenience.



Southern California Water Utilities Association

Established in 1932

Upcoming Event: Thursday, January 25, 11:30 a.m.

## Water Issues Affecting Southern California

## Presented by Ms. Chris Austin

-Founder and Publisher of the Maven's Notebook-You've read her articles for years, now come and see her in person

#### **Speakers Bio**

Ē A leading voice in California water news, Chris Austin is the founder and publisher of the independent and reader--supported Maven's Notebook website, California's most comprehensive source for water news and information.

Dedicated to providing unbiased information about California water issues, the water news source reaches thousands of regular readers and water leaders throughout the state. Based in Southern California but regularly traveling throughout the state to cover conferences, meetings and events, Chris Austin has earned a stellar reputation among the state's agricultural, environmental and water stakeholders for unbiased, complete, timely and accurate reporting and news curation.

With a decade of experience writing and aggregating California water news for multiple websites, Chris Austin was recognized in 2016 by online news agency Environmental & Energy Publishing as one of nine Californians who play key roles in water policy. In 2015, her work was recognized with a scientific journalism award from the California--Nevada chapter of the American Fisheries Society, and a merit award from the California Water Policy Conference. In addition to writing original content and aggregating news for Maven's Notebook, Austin also contributes water--related content to Capitol Weekly, Estuary News, KCET SoCal Connected, and Zócalo Public Square.

- Austin aims to improve and streamline access to thousands of complex water reports and documents, and to aid in the public's understanding of these critical issues.
- Her photo essays and slideshows on topics such as the Los Angeles Aqueduct, the Imperial Valley agricultural region, and how the electrical grid works – demonstrate her ability to make complex topics accessible through reader--friendly language and appealing photos.
- • One of her most prominent media projects to date has been "Understanding California's Bay Delta in 63 photos," featured as part of an explanatory series by independent public television station KCET on water sharing.

**RSVP:** 

By Monday January 22



Date:	Thursday, Jan 25, 2018
Where:	<b>Pomona Sheraton Fairplex</b> 601 W McKinley Ave, Pomona
Time:	11:30 a.m. to 1:30 p.m.
Cost:	\$30.00 – payable at the door

### **3 Ways to Register**

www.scwua.org

(909) 293-7040

www.facebook.com/scwua