



AGENDA

**REGULAR MEETING OF THE BOARD OF DIRECTORS
LA PUENTE VALLEY COUNTY WATER DISTRICT
112 N. FIRST STREET, LA PUENTE, CALIFORNIA
MONDAY, FEBRUARY 26, 2024, AT 4:30 PM**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF BOARD OF DIRECTORS

President Rojas____ Vice President Escalera____ Director Argudo____
Director Barajas____ 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. 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 February 12, 2024.
- B. Receive and File the Report on Director Expenses for the Fourth Quarter of 2023
- C. Receive and File the Industry Public Utilities' 2023-24 Second Quarter Report.

7. FINANCIAL REPORTS

- A. Summary of the District's Cash and Investments as of January 31, 2024.

Recommendation: Receive and File.

- B. Statement of District's Revenue and Expenses as of January 31, 2024.

Recommendation: Receive and File.

- C. Statement of the Industry Public Utilities Water Operations Revenue and Expenses as of January 31, 2024.

Recommendation: Receive and File.

8. ACTION / DISCUSSION ITEMS

- A. Consideration of Amending and Restating Agreement with the City of Industry for the Operation and Management of the Industry Public Utilities' Waterworks System, also referred to as the City of Industry Waterworks System.

Recommendation: Approve the Amended and Restated Agreement, and Authorize the General Manager Execute Same.

- B. Consideration of Resolution No. 301, Revising the District's Employee Policies and Procedures Manual.

Recommendation: Adopt Resolution No. 301

- C. Consideration of Restated Memorandum of Understanding (MOU) Regarding Public Water Agencies Group (PWAG) Emergency Preparedness Management Program.

Recommendation: Approve the Restated MOU

- D. Consideration of Award of Contract to Tri County Pump Company for Rehabilitation Work of the District's Well No. 2.

Recommendation: Authorize the General Manager to Proceed with the Work as Proposed by Tri County Pump Company for an Amount Not to Exceed \$271,660.53.

- E. Ratification of General Manager's Execution of Letter of Support for a Joint Grant Application to the Bureau of Reclamation Between the La Puente Valley County Water District and City of Industry.

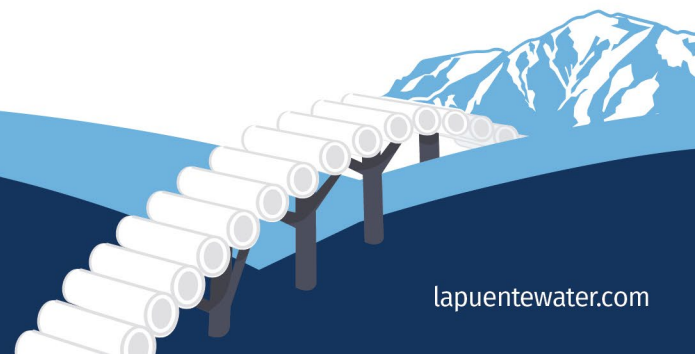
Recommendation: Ratify Execution of Letter of Support

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

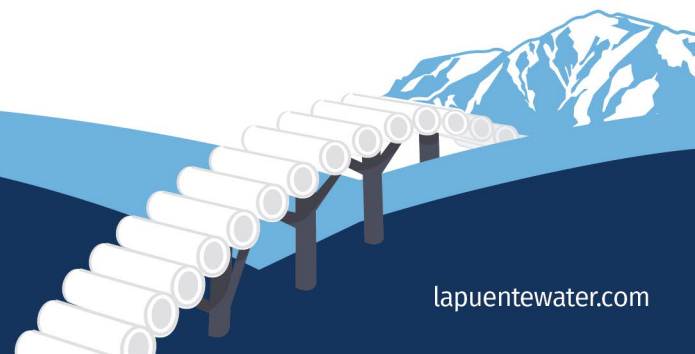
14. ADJOURNMENT

POSTED: Friday, February 23, 2024.

President William R. Rojas, 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. Roy Frausto, Board Secretary, at (626) 330-2126 in sufficient time prior to the meeting to make the necessary arrangements.

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





Item 6
Consent Calendar



MINUTES

**REGULAR MEETING OF THE BOARD OF DIRECTORS
LA PUENTE VALLEY COUNTY WATER DISTRICT
112 N. FIRST STREET, LA PUENTE, CALIFORNIA
MONDAY, FEBRUARY 12, 2024, AT 4:30 PM**

1. CALL TO ORDER

President Rojas called the meeting to order at 4:30 pm.

2. PLEDGE OF ALLEGIANCE

President Rojas led the Pledge of Allegiance.

3. ROLL CALL OF BOARD OF DIRECTORS

| President | Vice President | Director | Director | Director |
|-----------|----------------|----------|----------|-----------|
| Rojas | Escalera | Argudo | Barajas | Hernandez |
| Present | Present | Absent | Present | Present |

OTHERS PRESENT

Staff and Counsel: General Manager & Board Secretary, Roy Frausto; Customer Service & Accounting Supervisor, Shaunte Maldonado; HR Coordinator/Admin Assistant, Angelina Padilla; Operations & Maintenance Superintendent, Paul Zampiello; Water Treatment & Supply Superintendent, Cesar Ortiz; and District Counsel, James Ciampa.

4. PUBLIC COMMENT

Resident, Samuel Villalobos, was in attendance and presented to the Board his proposal for construction at Banbridge Pump Station. The Board noted that Staff would be in touch with Mr. Villalobos regarding this proposal.

Resident, Georgene Navarrete, was also in attendance.

5. ADOPTION OF AGENDA

Motion: Adopt Agenda as Presented

1st: President Rojas

2nd: Director Hernandez

| | President Rojas | Vice President Escalera | Director Argudo | Director Barajas | Director Hernandez |
|-------------|--------------------|----------------------------|--------------------|---------------------|-----------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

6. APPROVAL OF CONSENT CALENDAR

Motion: Adopt Consent Calendar as Presented

1st: President Rojas

2nd: Director Hernandez

| | President Rojas | Vice President Escalera | Director Argudo | Director Barajas | Director Hernandez |
|-------------|------------------------|--------------------------------|------------------------|-------------------------|---------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

7. ACTION / DISCUSSION ITEMS

A. Consideration of Parts and Material Quote from S&J Supply for the Ferrero Lane/Rorimer St. Project.

Mr. Zampiendo introduced this item and briefly went over the staff report. Ms. Alyssa Arana, Engineering Intern, presented the design for this project and was available to answer any questions. President Rojas and Director Barajas commended Ms. Arana on her design. President Rojas asked some clarifying questions, which Mr. Zampiendo and Mr. Frausto were able to clarify.

Motion: Authorize the General Manager to Purchase Parts and Material from S&J Supply.

1st: Vice President Escalera

2nd: President Rojas

| | President Rojas | Vice President Escalera | Director Argudo | Director Barajas | Director Hernandez |
|-------------|------------------------|--------------------------------|------------------------|-------------------------|---------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

B. Consideration to Purchase a New Server for the District’s Main Office.

Mr. Frausto presented the staff report on this item. He highlighted that the server benefits PVOU, BPOU and City of Industry and noted that the cost would be split amongst the different entities. Mr. Frausto discussed the capabilities of the new server, emphasizing its primary feature of cloud backup. Director Barajas had a clarifying question which Mr. Frausto was able to answer.

Motion: Authorize the General Manager to Secure Services from Highroad IT for the Replacement of the District’s Main Office Server.

1st: Vice President Escalera

2nd: President Rojas

| | President Rojas | Vice President Escalera | Director Argudo | Director Barajas | Director Hernandez |
|-------------|------------------------|--------------------------------|------------------------|-------------------------|---------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

C. Authorization of Annual Audit by C.J. & Brown Company for the District’s Financial Statements for Year Ending December 31, 2023.

Mr. Frausto presented the staff report on this item. He informed the Board that this pertains to the annual audit, highlighting that there will be a change in the audit partner to adhere to

government code, which mandates a switch every six years. He was available to address any questions.

Motion: Authorize C.J. & Brown Company to Perform the 2023 Financial Audit.

1st: Director Barajas

2nd: President Rojas

| | President Rojas | Vice President Escalera | Director Argudo | Director Barajas | Director Hernandez |
|-------------|------------------------|--------------------------------|------------------------|-------------------------|---------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

D. Consideration of Award of Contract to Tri County Pump Company for the Rehabilitation Work of PVOU IZ-2 Well at 161 N. 8th Ave, City of Industry.

Mr. Ortiz provided an overview of his staff report on this item and highlighted that the IZ Well will be rehabilitated under this contract and was available to answer questions.

Motion: Authorize the General Manager to Secure Services from Tri County Pump Company in the amount of \$127,265.00.

1st: Director Barajas

2nd: President Rojas

| | President Rojas | Vice President Escalera | Director Argudo | Director Barajas | Director Hernandez |
|-------------|------------------------|--------------------------------|------------------------|-------------------------|---------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

E. Consideration of Award of Contract to Hunter Electric Service for the Electrical Conduit Rework of the Wigen RO System at the PVOU-IZ and PVOU-SZ Water Treatment Plants.

Mr. Ortiz provided an overview of his staff report and noted that this work is being done to the Wigen RO system as part of a repair project at the request of Northrup Grumman. He also discussed the bids and noted that although Hunter Electric was not the lowest bidder, they did include prevailing wages and it was ultimately Northrup Grumman's decision to go with them.

Motion: Authorize the General Manager to Secure Services from Hunter Electric Service in the amount of \$284,988.00.

1st: President Rojas

2nd: Director Hernandez

| | President Rojas | Vice President Escalera | Director Argudo | Director Barajas | Director Hernandez |
|-------------|------------------------|--------------------------------|------------------------|-------------------------|---------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

8. OPERATIONS AND MAINTENANCE SUPERINTENDENT'S REPORT

Mr. Zampiello summarized his report and highlighted the Recycled Water Project and noted that the second property, 333 N. Hacienda, is set to be activated within the next few weeks. He also went over the effort that the field staff along with Suburban Water completed earlier in the week.

Motion: Receive and File
 1st: President Rojas
 2nd: Director Hernandez

| | President Rojas | Vice President Escalera | Director Argudo | Director Barajas | Director Hernandez |
|-------------|------------------------|--------------------------------|------------------------|-------------------------|---------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

9. TREATMENT AND SUPPLY SUPERINTENDENT’S REPORT

Mr. Ortiz summarized his report and highlighted the rehabilitation of Well No. 2, BPOU resin changeouts and the PVOU IZ Well work and RO work.

Motion: Receive and File
 1st: President Rojas
 2nd: Director Hernandez

| | President Rojas | Vice President Escalera | Director Argudo | Director Barajas | Director Hernandez |
|-------------|------------------------|--------------------------------|------------------------|-------------------------|---------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

10. ADMINISTRATIVE REPORT

Ms. Padilla went over the Form 700 deadline and notified the Board of social media and website updates.

11. COMMITTEE REPORTS

A. 100 Year Ad hoc Committee (Director Barajas & President Rojas)

Ms. Padilla gave an overview on the Ad Hoc Committee Report for the 100-year event. President Rojas and Director Barajas also commented on the discussion and informed the Board of the progress of planning the event.

12. GENERAL MANAGER’S REPORT

Mr. Frausto provided a summary to the Board on various topics, including Baldwin Park key well, rainfall, PVOU IZ-SZ budget, Industry Operation Agreement and he went over the bank plans.

13. OTHER ITEMS

A. Upcoming Events.

Ms. Padilla went over the upcoming events and confirmed the Board’s attendance to these events.

B. Information Items.

None.

14. ATTORNEY’S COMMENTS

Mr. Ciampa highlighted various issues related to receiving water from mountains and Northern California, and also provided updates on legislative matters.

15. BOARD MEMBER COMMENTS

A. Report on Events Attended.

President Rojas, Vice President Escalera, and Director Hernandez reported their attendance to the SGVWA breakfast meeting.

Vice President Escalera and Director Hernandez reported their attendance to the AGWA-AGWT Conference.

President Rojas and Director Barajas reported their attendance to the Ad Hoc Committee Meeting.

B. Other Comments.

None.

16. FUTURE AGENDA ITEMS

None.

17. ADJOURNMENT

President William Rojas adjourned the meeting at 5:23 pm.

Attest:

William Rojas, Board President

Roy Frausto, Board Secretary

**La Puente Valley County Water District
Board of Director's Payroll Summary
4th Quarter 2023; Year End 2023**

| | Cesar J Barajas | | David E Argudo | | Henry P Hernandez | | John P Escalera | | William R Rojas | | TOTALS | |
|----------------------------|------------------------|---------------------|-----------------------|---------------------|--------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|---------------------|---------------------|
| | <u>Oct - Dec 23</u> | <u>Jan - Dec 23</u> | <u>Oct - Dec 23</u> | <u>Jan - Dec 23</u> | <u>Oct - Dec 23</u> | <u>Jan - Dec 23</u> | <u>Oct - Dec 23</u> | <u>Jan - Dec 23</u> | <u>Oct - Dec 23</u> | <u>Jan - Dec 23</u> | <u>Oct - Dec 23</u> | <u>Jan - Dec 23</u> |
| Board of Directors Stipend | 538.68 | 3,548.45 | 718.24 | 2,650.65 | 3,591.20 | 9,431.20 | 3,591.20 | 9,773.22 | 2,513.84 | 7,105.45 | 10,953.16 | 32,508.97 |
| Total Gross Pay | 538.68 | 3,548.45 | 718.24 | 2,650.65 | 3,591.20 | 9,431.20 | 3,591.20 | 9,773.22 | 2,513.84 | 7,105.45 | 10,953.16 | 29,499.20 |

La Puente Valley County Water District
Transactions by Account
As of December 31, 2023

| Date | Director | Event | October - December 2023 | Year to Date 2023 |
|------------|----------------------|-----------------------------------|-------------------------------|----------------------|
| | David Argudo | | \$ - | |
| | | • David Argudo Totals | \$ - | \$ - |
| | Cesar Barajas | | | |
| | | • Cesar Barajas Totals | \$ - | \$ 40.00 |
| 10/31/2023 | Henry Hernandez | AWWA Water Smart Innovations | \$ 803.86 | |
| 11/30/2023 | | AWWA Fall Conference 2023 | \$ 1,218.31 | |
| 11/30/2023 | | SCWUA Luncheon | \$ 35.00 | |
| 12/31/2023 | | ACWA 2023 Fall Conference | \$ 965.63 | |
| | | • Henry Hernandez Totals | \$ 3,022.80 | \$ 9,190.91 |
| 10/31/2023 | John Escalera | AWWA Water Smart Innovations | \$ 801.47 | |
| 11/30/2023 | | AWWA Fall Conference 2023 | \$ 1,112.50 | |
| 11/30/2023 | | SCWUA Luncheon | \$ 35.00 | |
| 12/31/2023 | | ACWA 2023 Fall Conference | \$ 869.49 | |
| | | • John Escalera Totals | \$ 2,818.46 | \$ 8,999.96 |
| 10/31/2023 | William (Bill) Rojas | AWWA Water Smart Innovations | \$ 64.19 | |
| 10/31/2023 | | SCUWA Luncheon | \$ 37.25 | |
| 11/30/2023 | | AWWA CA-NV 2023 Spring Conference | \$ 866.98 | |
| 11/30/2023 | | SCUWA Luncheon | \$ 35.00 | |
| 12/31/2023 | | ACWA 2023 Fall Conference | \$ 717.68 | |
| 12/31/2023 | | SCUWA Luncheon Reimbursement | \$ (35.00) | |
| | | • William (Bill) Rojas | \$ 1,686.10 | \$ 4,313.04 |
| | | 2023 Director Totals | \$ 7,527.36 | \$ 22,543.91 |

Memo



Date: February 8, 2024
To: Industry Public Utilities Commission
Cc: La Puente Valley County Water District, Board of Directors
From: Roy Frausto, General Manager
Subject: Industry Public Utilities Water Operations Quarterly Report (Oct – Dec 2023)

In accordance with the City of Industry Waterworks System (the “CIWS”) Operation and Management Agreement between the City of Industry (the “City”) and the La Puente Valley County Water District (the “District”), the District is providing the CIWS Quarterly Report for the 2nd quarter of the 2023-24 fiscal year (FY). The report represents fiscal year-to-date information along with the status of various items listed under the appropriate heading.

Financial/Administrative

- 2023-24 Fiscal Year Budget – A draft report of Revenue and Expenses as of December 31, 2023, is enclosed for your review as **Attachment 1**.
- Fund Disbursements – For your reference, a list of disbursements from the IPU Water Operations Fund for the past quarter (by month) has been provided as **Attachment 2**.
- Accessory Dwelling Unit (ADU) Policy – District Staff is working with City Staff to finalize the adoption of the ADU policy regarding capacity fees.
- Operation and Management Agreement – District Staff is working with City Staff to finalize the Operation and Management Agreement between the City the District.

Distribution, Supply, and Production

- Summary of Activities – A summary report of CIWS field activities for the 2nd quarter of FY 2023-24 is provided as **Attachment 3**.
- City of Industry Well No. 5 Operations – Well No. 5 operated for most of the 2nd quarter without issue. The latest static water level, pumping water level, and pumping rate for Well No. 5 are shown in the table below.

| Well | Pump Setting (below surface) | Static Water Level | Pumping Water Level | Drawdown | Current GPM Pumping Rate |
|-------|------------------------------|--------------------|---------------------|----------|--------------------------|
| COI 5 | 189' | 84' | 164' | 80' | 1,418 |

- Production Summary – The production consumption for the 2nd quarter of the FY 2023-24 was 296.30 AF. The 2023-24 FY production report and graph are provided in **Attachment 4**.

- 2023-24 Water Conservation – A summary of water system usage for the FY 2023-24 as compared to the calendar year 2022 is shown below.

| Month | 2022 | 2023 | Difference (%) |
|---------------|---------------|---------------|----------------|
| October | 103.19 | 106.65 | 3.4% |
| November | 89.33 | 93.44 | 4.6% |
| December | 86.31 | 96.21 | 11.5% |
| Totals | 278.83 | 296.30 | 6.3% |

- CIWS and LPVCWD Water Exchange – In accordance with the Water Exchange and Supply Agreement between LPVCWD and the CIWS, the District is providing the water exchange summary as of December 31, 2023, as **Attachment 5**.
- MSGB Groundwater Levels – On January 19, 2024, the Baldwin Park key well level was 222.8 feet asl. Watermaster’s latest report on hydrologic conditions is enclosed as **Attachment 6**.

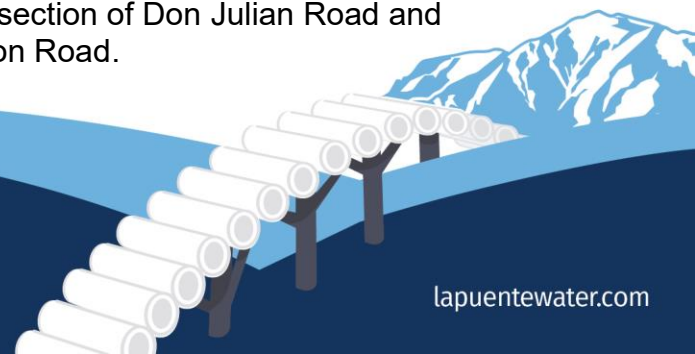
Water Quality / Compliance

- Distribution System Monitoring – District Staff has collected all required water quality samples from the distribution system for the 2nd quarter of FY 2023-24; approximately 84 samples were collected. All results met State and Federal drinking water quality regulations.
- Source Monitoring – All water quality samples were collected from Well No. 5, as required. The table below summarizes Well No. 5’s current water quality for constituents of concern.

| Month Sampled | 1,1 DCE | TCE | PCE | All Other VOCs | Perchlorate | 1,4-Dioxane | NDMA | Nitrate |
|---------------|------------|------------|------------|-------------------|-------------|-------------|------------|------------|
| | MCL= 6 ppb | MCL= 5 ppb | MCL= 5 ppb | | MCL= 6 ppb | NL= 1 ppb | NL= 10 ppt | MCL=10 ppm |
| December | 1.7 | 2.5 | 7.2 | ND | 2.4 | 0.40 | ND | 6.0 |

Capital / Special Projects

- Water Master Plan Update – District staff is working to update the CIWS’s Water Master Plan as part of a 5-year update.
- Salt Lake Waterline – Design of a 6-inch waterline and an interconnect between the CIWS to LPVCWD to provide water to the Salt Lake service area. Approximately 1,300 linear feet of new 6-inch ductile iron pipe will be installed from the intersection of Don Julian Road and Turnbull Canyon Road, southward on Turnbull Canyon Road.



- Lomitas Pressure Sustaining Bypass Waterline – District staff are working to design and construct a bypass waterline below ground and remove the existing above ground bypass waterline at the Lomitas Reservoir Site. This work is planned to be completed prior to the start of the Lomitas Generator Project.
- Well No. 5 Pump Control Repairs Update (Between Tesco and Hunter Electric) - The Well is running and supplying water to SGVWC's B-5 facility in Hand operation at the request of SGVWC. All electrical repairs have been completed. To return the control of the well to Auto, control issues found in the Tesco panel need to be addressed. Currently, Tesco has completed the repairs to the PLC and Panel at their facility and is in the process of troubleshooting continuous voltage in the communications lines, along with Hunter Electric.
- IPUWS Lead Service Inspections – The Environmental Protection Agency (EPA) has mandated that all water systems classify customer piping by material type by October 2024. To comply, Staff begun conducting survey inspections of water system piping and customer-owned plumbing. The goal of the Lead Service Inventory is to identify all lead piping (if any) in the system and create a plan to eliminate them, as it poses significant health risks. To date, 906 out of 1,850 service line inspections have been completed in the Industry system.
- San Fidel Well Field Treatment Feasibility Study – Stetson Engineers completed an additional study (to the three TMs) regarding potential contamination sources that may impact the IPU wells. The study was distributed to stakeholders for review and comment. On October 27, 2023, the CR's provided comments on the TM. District staff and City staff will meet to discuss the comments and the path forward.
- 4th Avenue and Trailside Drive – The 2017 CIWS Water Master Plan recommended improvements to waterlines in 4th Avenue and Trailside Drive. District staff continues to work with CNC Engineering to prepare for the start of the construction of the new pipeline.
- Proctor Yard Building Replacement – District staff has a recent site visit with the City's engineering team to discuss the design for the new building and site improvement project at the Proctor Yard facility.
- Lomitas Generator – District staff has worked with CNC to finalize design plans for the replacement of the existing generator at the Lomitas Pump Station. The project has been awarded, and construction activities are scheduled to begin late 2024.
- Pencin Drive Pump Station – District Staff is working with City Staff to coordinate the effort to remove the existing Pump Station.

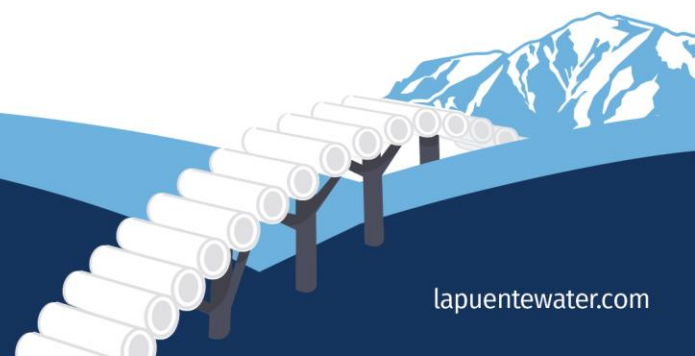
Personnel

- As of December 31, 2023, the District had 11 full-time field employees, 2 field intern employees, 5 full-time office/administrative employees and 1 engineering intern. A summary of the hourly rates for each District employee as of December 31, 2023, is enclosed as **Attachment 7**.

Attachments

1. Statement of Revenue and Expenses for the 2nd Quarter of 2023-24.
2. Fund Disbursement List for 2nd Quarter of 2023-24.
3. Summary of Field Activities for 2nd Quarter of 2023-24.

4. Production Summary for 2nd Quarter of 2023-24.
5. CIWS – LPVCWD Water Exchange and Delivery Summary for 2nd Quarter of 2023-24.
6. Main San Gabriel Basin Hydrologic Report.
7. Summary of Hourly Rates for District Staff as of December 31, 2023.



Attachment 1

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses Summary

For the Period Ending October 31, 2023

(Unaudited)

FISCAL

October
2023

YTD
2023/24

BUDGET
2023/24

33% OF
BUDGET

YEAR END FY
2022/23

REVENUE

| | | | | | |
|-------------------------|------------|------------|--------------|-----|--------------|
| Operational Revenue | \$ 162,917 | \$ 830,871 | \$ 2,286,800 | 36% | \$ 2,189,652 |
| Non-Operational Revenue | - | - | 82,300 | 0% | 69,760 |

TOTAL REVENUES

162,917 830,871 2,369,100 35% 2,259,411

EXPENSE

| | | | | | |
|-------------------------------------|--------|---------|---------|-----|---------|
| Salaries & Benefits | 61,906 | 239,482 | 790,200 | 30% | 769,197 |
| Supply & Treatment | 26,961 | 108,500 | 860,600 | 13% | 659,665 |
| Other Operating Expense | 7,927 | 36,058 | 250,000 | 14% | 284,366 |
| General & Administrative | 25,453 | 110,705 | 352,200 | 31% | 306,915 |
| System Improvements & Miscellaneous | - | 1,149 | 116,000 | 1% | 93,641 |

TOTAL EXPENSE

122,247 495,894 2,369,000 21% 2,113,783

NET INCOME / (LOSS)

40,669 334,976 100 145,628

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending October 31, 2023

(Unaudited)

| | October 2023 | FISCAL YTD 2023/24 | BUDGET 2023/24 | 33% OF BUDGET | YEAR END FY 2022/23 |
|---------------------------------------|-----------------|--------------------------|-------------------|------------------|------------------------|
| Operational Revenues | | | | | |
| Water Sales | \$ 90,475 | \$ 515,976 | \$ 1,322,500 | 39% | \$ 1,258,012 |
| Service Charges | 62,223 | 246,163 | 750,700 | 33% | 727,699 |
| Customer Charges | 2,723 | 13,155 | 43,000 | 31% | 42,587 |
| Fire Service | 7,496 | 55,577 | 170,600 | 33% | 161,354 |
| <i>Total Operational Revenues</i> | 162,917 | 830,871 | 2,286,800 | 36% | 2,189,652 |
| Non-Operational Revenues | | | | | |
| Contamination Reimbursement | - | - | 82,300 | 0% | 69,760 |
| <i>Total Non-Operational Revenues</i> | - | - | 82,300 | 0% | 69,760 |
| TOTAL REVENUES | 162,917 | 830,871 | 2,369,100 | 35% | 2,259,411 |
| Salaries & Benefits | | | | | |
| Administrative Salaries | 22,736 | 83,923 | 258,853 | 32% | 258,574 |
| Field Salaries | 20,424 | 81,599 | 263,393 | 31% | 266,182 |
| Employee Benefits | 10,327 | 39,233 | 152,954 | 26% | 133,488 |
| Pension Plan | 5,510 | 21,986 | 73,000 | 30% | 70,311 |
| Payroll Taxes | 2,909 | 11,164 | 36,000 | 31% | 35,466 |
| Workers Compensation | - | 1,576 | 6,000 | 26% | 5,176 |
| <i>Total Salaries & Benefits</i> | 61,906 | 239,482 | 790,200 | 30% | 769,197 |
| Supply & Treatment | | | | | |
| Purchased Water - Leased | - | - | 348,250 | 0% | 229,096 |
| Purchased Water - Other | 1,294 | 5,256 | 20,000 | 26% | 14,110 |
| Power | 19,049 | 90,008 | 205,000 | 44% | 167,911 |
| Assessments | 6,618 | 13,236 | 265,350 | 5% | 235,610 |
| Treatment | - | - | 7,000 | 0% | 5,498 |
| Well & Pump Maintenance | - | - | 15,000 | 0% | 7,439 |
| <i>Total Supply & Treatment</i> | 26,961 | 108,500 | 860,600 | 13% | 659,665 |
| Other Operating Expenses | | | | | |
| General Plant | 348 | 2,954 | 45,000 | 7% | 34,783 |
| Transmission & Distribution | 4,191 | 16,475 | 85,000 | 19% | 125,255 |
| Vehicles & Equipment | - | 131 | 40,000 | 0% | 45,702 |
| Field Support & Other Expenses | 2,117 | 11,303 | 42,000 | 27% | 43,765 |
| Regulatory Compliance | 1,273 | 5,196 | 38,000 | 14% | 34,861 |
| <i>Total Other Operating Expenses</i> | 7,927 | 36,058 | 250,000 | 14% | 284,366 |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending October 31, 2023

(Unaudited)

| | October 2023 | FISCAL YTD 2023/24 | BUDGET 2023/24 | 33% OF BUDGET | YEAR END FY 2022/23 |
|--|-----------------|--------------------------|-------------------|------------------|------------------------|
| General & Administrative | | | | | |
| Management Fee | - | 51,260 | 207,200 | 25% | 203,030 |
| Office Expenses | 1,661 | 9,516 | 29,000 | 33% | 37,110 |
| Insurance | 19,602 | 20,756 | 19,500 | 106% | 21,305 |
| Professional Services | - | 14,421 | 45,000 | 32% | 6,396 |
| Customer Accounts | 3,663 | 10,395 | 33,000 | 31% | 32,189 |
| Public Outreach & Conservation | 300 | 3,954 | 12,000 | 33% | 4,872 |
| Other Administrative Expenses | 228 | 403 | 6,500 | 6% | 2,012 |
| <i>Total General & Administrative</i> | 25,453 | 110,705 | 352,200 | 31% | 306,915 |
| Other Exp. & System Improvements (Water Ops Fund) | | | | | |
| Fire Hydrant Repair/Replace | - | - | 28,000 | 0% | 10,076 |
| Service Line Replacements | - | - | 30,000 | 0% | 36,461 |
| Valve Replacements & Installations | - | - | 28,000 | 0% | 21,461 |
| SCADA Improvements | - | 1,149 | 30,000 | 4% | 2,575 |
| Groundwater Treatment Facility Feas. Study | - | - | - | N/A | 15,167 |
| Fence at the Plant | - | - | - | N/A | 7,900 |
| <i>Total Other & System Improvements</i> | - | 1,149 | 116,000 | 1% | 93,641 |
| TOTAL EXPENSES | 122,247 | 495,894 | 2,369,000 | 21% | 2,113,783 |
| NET INCOME / (LOSS) | 40,669 | 334,976 | 100 | | 145,628 |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses Summary

For the Period Ending November 30, 2023

(Unaudited)

FISCAL

| | November 2023 | YTD 2023/24 | BUDGET 2023/24 | 42% OF BUDGET | YEAR END FY 2022/23 |
|-------------------------------------|------------------|------------------|-------------------|------------------|------------------------|
| REVENUE | | | | | |
| Operational Revenue | \$ 276,607 | \$ 1,107,478 | \$ 2,286,800 | 48% | \$ 2,189,652 |
| Non-Operational Revenue | - | - | 82,300 | 0% | 69,760 |
| TOTAL REVENUES | 276,607 | 1,107,478 | 2,369,100 | 47% | 2,259,411 |
| EXPENSE | | | | | |
| Salaries & Benefits | 56,579 | 296,060 | 790,200 | 37% | 769,197 |
| Supply & Treatment | 5,887 | 114,387 | 860,600 | 13% | 659,665 |
| Other Operating Expense | 4,800 | 41,033 | 250,000 | 16% | 284,366 |
| General & Administrative | 7,537 | 120,747 | 352,200 | 34% | 306,915 |
| System Improvements & Miscellaneous | - | 1,149 | 116,000 | 1% | 93,641 |
| TOTAL EXPENSE | 74,803 | 573,376 | 2,369,000 | 24% | 2,113,783 |
| NET INCOME / (LOSS) | 201,804 | 534,102 | 100 | | 145,628 |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending November 30, 2023

(Unaudited)

| | | FISCAL | | | |
|---------------------------------------|----------------|------------------|------------------|------------|------------------|
| | November | YTD | BUDGET | 42% OF | YEAR END FY |
| | 2023 | 2023/24 | 2023/24 | BUDGET | 2022/23 |
| Water Sales | \$ 170,151 | \$ 686,127 | \$ 1,322,500 | 52% | \$ 1,258,012 |
| Service Charges | 77,499 | 323,663 | 750,700 | 43% | 727,699 |
| Customer Charges | 5,820 | 18,975 | 43,000 | 44% | 42,587 |
| Fire Service | 23,136 | 78,713 | 170,600 | 46% | 161,354 |
| <i>Total Operational Revenues</i> | 276,607 | 1,107,478 | 2,286,800 | 48% | 2,189,652 |
| Contamination Reimbursement | - | - | 82,300 | 0% | 69,760 |
| <i>Total Non-Operational Revenues</i> | - | - | 82,300 | 0% | 69,760 |
| TOTAL REVENUES | 276,607 | 1,107,478 | 2,369,100 | 47% | 2,259,411 |
| Administrative Salaries | 18,006 | 101,929 | 258,853 | 39% | 258,574 |
| Field Salaries | 21,480 | 103,080 | 263,393 | 39% | 266,182 |
| Employee Benefits | 9,173 | 48,406 | 152,954 | 32% | 133,488 |
| Pension Plan | 5,251 | 27,237 | 73,000 | 37% | 70,311 |
| Payroll Taxes | 2,668 | 13,832 | 36,000 | 38% | 35,466 |
| Workers Compensation | - | 1,576 | 6,000 | 26% | 5,176 |
| <i>Total Salaries & Benefits</i> | 56,579 | 296,060 | 790,200 | 37% | 769,197 |
| Purchased Water - Leased | - | - | 348,250 | 0% | 229,096 |
| Purchased Water - Other | 1,244 | 6,500 | 20,000 | 32% | 14,110 |
| Power | 4,643 | 94,651 | 205,000 | 46% | 167,911 |
| Assessments | - | 13,236 | 265,350 | 5% | 235,610 |
| Treatment | - | - | 7,000 | 0% | 5,498 |
| Well & Pump Maintenance | - | - | 15,000 | 0% | 7,439 |
| <i>Total Supply & Treatment</i> | 5,887 | 114,387 | 860,600 | 13% | 659,665 |
| General Plant | 212 | 3,165 | 45,000 | 7% | 34,783 |
| Transmission & Distribution | 2,024 | 18,500 | 85,000 | 22% | 125,255 |
| Vehicles & Equipment | - | 131 | 40,000 | 0% | 45,702 |
| Field Support & Other Expenses | 1,410 | 12,888 | 42,000 | 31% | 43,765 |
| Regulatory Compliance | 1,154 | 6,350 | 38,000 | 17% | 34,861 |
| <i>Total Other Operating Expenses</i> | 4,800 | 41,033 | 250,000 | 16% | 284,366 |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending November 30, 2023

(Unaudited)

| | November 2023 | FISCAL YTD 2023/24 | BUDGET 2023/24 | 42% OF BUDGET | YEAR END FY 2022/23 |
|--|------------------|--------------------------|-------------------|------------------|------------------------|
| Management Fee | - | 51,260 | 207,200 | 25% | 203,030 |
| Office Expenses | 2,031 | 11,547 | 29,000 | 40% | 37,110 |
| Insurance | - | 20,756 | 19,500 | 106% | 21,305 |
| Professional Services | 3,023 | 19,870 | 45,000 | 44% | 6,396 |
| Customer Accounts | 2,054 | 12,527 | 33,000 | 38% | 32,189 |
| Public Outreach & Conservation | - | 3,954 | 12,000 | 33% | 4,872 |
| Other Administrative Expenses | 430 | 834 | 6,500 | 13% | 2,012 |
| <i>Total General & Administrative</i> | 7,537 | 120,747 | 352,200 | 34% | 306,915 |
| | | | | | |
| Fire Hydrant Repair/Replace | - | - | 28,000 | 0% | 10,076 |
| Service Line Replacements | - | - | 30,000 | 0% | 36,461 |
| Valve Replacements & Installations | - | - | 28,000 | 0% | 21,461 |
| SCADA Improvements | - | 1,149 | 30,000 | 4% | 2,575 |
| Groundwater Treatment Facility Feas. Study | - | - | - | N/A | 15,167 |
| Fence at the Plant | - | - | - | N/A | 7,900 |
| <i>Total Other & System Improvements</i> | - | 1,149 | 116,000 | 1% | 93,641 |
| TOTAL EXPENSES | 74,803 | 573,376 | 2,369,000 | 24% | 2,113,783 |
| NET INCOME / (LOSS) | 201,804 | 534,102 | 100 | | 145,628 |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses Summary

For the Period Ending December 31, 2023

(Unaudited)

FISCAL

| | December 2023 | YTD 2023/24 | BUDGET 2023/24 | 50% OF BUDGET | YEAR END FY 2022/23 |
|-------------------------------------|------------------|------------------|-------------------|------------------|------------------------|
| REVENUE | | | | | |
| Operational Revenue | \$ 160,252 | \$ 1,267,730 | \$ 2,286,800 | 55% | \$ 2,189,652 |
| Non-Operational Revenue | - | - | 82,300 | 0% | 69,760 |
| TOTAL REVENUES | 160,252 | 1,267,730 | 2,369,100 | 54% | 2,259,411 |
| EXPENSE | | | | | |
| Salaries & Benefits | 55,398 | 351,458 | 790,200 | 44% | 769,197 |
| Supply & Treatment | 20,614 | 152,544 | 860,600 | 18% | 659,665 |
| Other Operating Expense | 32,392 | 73,471 | 250,000 | 29% | 284,366 |
| General & Administrative | 67,585 | 188,336 | 352,200 | 53% | 306,915 |
| System Improvements & Miscellaneous | 681 | 1,830 | 116,000 | 2% | 93,641 |
| TOTAL EXPENSE | 176,668 | 767,640 | 2,369,000 | 32% | 2,113,783 |
| NET INCOME / (LOSS) | (16,416) | 500,091 | 100 | | 145,628 |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending December 31, 2023

(Unaudited)

| | December 2023 | FISCAL YTD 2023/24 | BUDGET 2023/24 | 50% OF BUDGET | YEAR END FY 2022/23 |
|---------------------------------------|------------------|--------------------------|-------------------|------------------|------------------------|
| Operational Revenues | | | | | |
| Water Sales | \$ 87,681 | \$ 773,808 | \$ 1,322,500 | 59% | \$ 1,258,012 |
| Service Charges | 62,142 | 385,805 | 750,700 | 51% | 727,699 |
| Customer Charges | 3,118 | 22,093 | 43,000 | 51% | 42,587 |
| Fire Service | 7,311 | 86,024 | 170,600 | 50% | 161,354 |
| <i>Total Operational Revenues</i> | 160,252 | 1,267,730 | 2,286,800 | 55% | 2,189,652 |
| Non-Operational Revenues | | | | | |
| Contamination Reimbursement | - | - | 82,300 | 0% | 69,760 |
| <i>Total Non-Operational Revenues</i> | - | - | 82,300 | 0% | 69,760 |
| TOTAL REVENUES | 160,252 | 1,267,730 | 2,369,100 | 54% | 2,259,411 |
| Salaries & Benefits | | | | | |
| Administrative Salaries | 18,578 | 120,507 | 258,853 | 47% | 258,574 |
| Field Salaries | 20,467 | 123,547 | 263,393 | 47% | 266,182 |
| Employee Benefits | 8,640 | 57,046 | 152,954 | 37% | 133,488 |
| Pension Plan | 5,078 | 32,314 | 73,000 | 44% | 70,311 |
| Payroll Taxes | 2,634 | 16,467 | 36,000 | 46% | 35,466 |
| Workers Compensation | - | 1,576 | 6,000 | 26% | 5,176 |
| <i>Total Salaries & Benefits</i> | 55,398 | 351,458 | 790,200 | 44% | 769,197 |
| Supply & Treatment | | | | | |
| Purchased Water - Leased | - | - | 348,250 | 0% | 229,096 |
| Cyclic Water Storage | - | - | - | N/A | - |
| Cyclic Water Capitalized | - | - | - | N/A | - |
| Cyclic Water Storage | - | - | - | N/A | - |
| Purchased Water - Other | 1,167 | 7,667 | 20,000 | 38% | 14,110 |
| Power | 19,447 | 131,641 | 205,000 | 64% | 167,911 |
| Assessments | - | 13,236 | 265,350 | 5% | 235,610 |
| Treatment | - | - | 7,000 | 0% | 5,498 |
| Well & Pump Maintenance | - | - | 15,000 | 0% | 7,439 |
| <i>Total Supply & Treatment</i> | 20,614 | 152,544 | 860,600 | 18% | 659,665 |
| Other Operating Expenses | | | | | |
| General Plant | 240 | 3,453 | 45,000 | 8% | 34,783 |
| Transmission & Distribution | 8,830 | 27,330 | 85,000 | 32% | 125,255 |
| Vehicles & Equipment | - | 131 | 40,000 | 0% | 45,702 |
| Field Support & Other Expenses | 6,905 | 19,793 | 42,000 | 47% | 43,765 |
| Regulatory Compliance | 16,416 | 22,766 | 38,000 | 60% | 34,861 |
| <i>Total Other Operating Expenses</i> | 32,392 | 73,471 | 250,000 | 29% | 284,366 |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending December 31, 2023

(Unaudited)

| | December 2023 | FISCAL YTD 2023/24 | BUDGET 2023/24 | 50% OF BUDGET | YEAR END FY 2022/23 |
|--|------------------|--------------------------|-------------------|------------------|------------------------|
| General & Administrative | | | | | |
| Management Fee | 51,260 | 102,520 | 207,200 | 49% | 203,030 |
| Office Expenses | 1,681 | 13,228 | 29,000 | 46% | 37,110 |
| Insurance | - | 20,756 | 19,500 | 106% | 21,305 |
| Professional Services | 11,750 | 31,619 | 45,000 | 70% | 6,396 |
| Customer Accounts | 2,893 | 15,425 | 33,000 | 47% | 32,189 |
| Public Outreach & Conservation | - | 3,954 | 12,000 | 33% | 4,872 |
| Other Administrative Expenses | - | 834 | 6,500 | 13% | 2,012 |
| <i>Total General & Administrative</i> | 67,585 | 188,336 | 352,200 | 53% | 306,915 |
| Other Exp. & System Improvements (Water Ops Fund) | | | | | |
| Fire Hydrant Repair/Replace | 681 | 681 | 28,000 | 2% | 10,076 |
| Service Line Replacements | - | - | 30,000 | 0% | 36,461 |
| Valve Replacements & Installations | - | - | 28,000 | 0% | 21,461 |
| SCADA Improvements | - | 1,149 | 30,000 | 4% | 2,575 |
| Groundwater Treatment Facility Feas. Study | - | - | - | N/A | 15,167 |
| Fence at the Plant | - | - | - | N/A | 7,900 |
| <i>Total Other & System Improvements</i> | 681 | 1,830 | 116,000 | 2% | 93,641 |
| TOTAL EXPENSES | 176,668 | 767,640 | 2,369,000 | 32% | 2,113,783 |
| NET INCOME / (LOSS) | (16,416) | 500,091 | 100 | | 145,628 |

Attachment 2

Industry Public Utilities October 2023 Disbursements

| Check # | Payee | Amount | Description |
|---|--|---------------------|---------------------------------------|
| 5838 | Applied Technology Group Inc | \$ 65.00 | Security Monitoring |
| 5839 | Cintas | \$ 217.23 | Uniform Service |
| 5840 | Eide Bailly LLP | \$ 611.85 | Administrative Support |
| 5841 | Highroad IT | \$ 2,307.40 | Technical Support |
| 5842 | InfoSend | \$ 213.10 | Billing Expense |
| 5843 | MJM Communications & Fire | \$ 180.00 | Security Monitoring |
| 5844 | Right of Way Inc | \$ 216.65 | Traffic Control |
| 5845 | SG Creative, LLC | \$ 110.00 | Graphic Design Consulting |
| 5846 | Sol Media | \$ 400.00 | Website Hosting |
| 5847 | Staples | \$ 135.89 | Office Supplies |
| 5848 | Underground Service Alert | \$ 83.66 | Line Notifications |
| 5849 | Weck Laboratories Inc | \$ 135.00 | Water Sampling |
| 5850 | Continental Utility Solutions Inc | \$ 50.00 | Billing Expense |
| 5851 | La Puente Valley County Water District | \$ 50,954.03 | Labor Costs September 2023 |
| 5852 | Lagerlof LLP | \$ 97.50 | Attorney Fee's |
| 5853 | Merritt's Hardware | \$ 23.66 | Field Supplies |
| 5854 | Peck Road Gravel | \$ 720.00 | Field Supplies - Asphalt |
| 5855 | SC Edison | \$ 3,624.75 | Power Expense |
| 5856 | SoCal Gas | \$ 16.27 | Gas Expense |
| 5857 | Spectrum Business | \$ 80.66 | Telephone Service |
| 5858 | Spectrum Business | \$ 297.97 | Telephone Service |
| 5859 | Uline Inc | \$ 443.66 | Field Supplies |
| 5860 | Weck Laboratories Inc | \$ 253.50 | Water Sampling |
| 5861 | Answering Service Care, LLC | \$ 281.66 | Answering Service |
| 5862 | B2 Print | \$ 178.80 | Door Hangers |
| 5863 | Industry Public Utility Commission | \$ 1,588.16 | Industry Hills Power Expense |
| 5864 | Peck Road Gravel | \$ 290.00 | Field Supplies - Asphalt |
| 5865 | Right of Way Inc | \$ 65.00 | Supply Rental |
| 5866 | SC Edison | \$ 18,109.01 | Power Expense |
| 5867 | Western Water Works | \$ 140.94 | Field Supplies |
| 5868 | Citi Cards | \$ 493.78 | Administrative Expense |
| 5869 | ACWA/JPIA | \$ 1,576.30 | Worker's Compensation Program - Qtr 1 |
| 5870 | Answering Service Care, LLC | \$ 189.28 | Answering Service |
| 5871 | Cintas | \$ 217.23 | Uniform Service |
| 5872 | Continental Utility Solutions Inc | \$ 17.80 | Billing Expense |
| 5873 | Right of Way Inc | \$ 307.97 | Field Expense |
| 5874 | San Gabriel Valley Water Company | \$ 1,294.29 | Water Service |
| 5875 | SoCal Gas | \$ 14.79 | Gas Expense |
| 5876 | Verizon Wireless | \$ 95.00 | Cellular Service |
| 5877 | Verizon Wireless | \$ 76.02 | Cellular Service |
| 5878 | Verizon Wireless | \$ 358.50 | Cellular Service |
| 5879 | Vulcan Materials Company | \$ 1,000.88 | Field Supplies - Asphalt |
| 5880 | Weck Laboratories Inc | \$ 237.00 | Water Sampling |
| Online | Home Depot | \$ 517.34 | Field Supplies |
| Autodeduct | Wells Fargo Merchant Fee's | \$ 52.11 | Merchant Fee's |
| Autodeduct | Jack Henry & Associates | \$ 17.45 | Web E-Check Fee's |
| Autodeduct | First Data Global Leasing | \$ 44.00 | Credit Card Machine Lease |
| Autodeduct | Bluefin Payment Systems | \$ 1,215.95 | Web CC Fee's |
| Total October 2023 Disbursements | | \$ 89,617.04 | |

Industry Public Utilities November 2023 Disbursements

| Check # | Payee | Amount | Description |
|------------|--|--------------|--------------------------------------|
| 5881 | Peck Road Gravel | \$ 450.00 | Field Supplies - Asphalt |
| 5882 | Right of Way Inc | \$ 256.47 | Tools |
| 5883 | Underground Service Alert | \$ 88.91 | Line Notifications |
| 5884 | Vulcan Materials Company | \$ 252.93 | Field Supplies |
| 5885 | Irri-Care Plumbing & Backflow Testing | \$ 115.00 | Backflow Testing |
| 5886 | Applied Technology Group Inc | \$ 1,181.72 | Security Monitoring |
| 5887 | CAT Specialties Inc | \$ 155.45 | Safety Vests |
| 5888 | Highroad IT | \$ 1,297.80 | Technical Support |
| 5889 | InfoSend | \$ 1,655.90 | Billing Expense |
| 5890 | La Puente Valley County Water District | \$ 61,905.97 | Labor Costs October 2023 |
| 5891 | Peck Road Gravel | \$ 180.00 | Field Supplies - Asphalt |
| 5892 | San Gabriel Basin WQA | \$ 6,618.00 | 23/24 Assessments |
| 5893 | SC Edison | \$ 2,801.17 | Power Expense |
| 5894 | SoCal Gas | \$ 14.30 | Gas Expense |
| 5895 | Spectrum Business | \$ 81.72 | Telephone Service |
| 5896 | Spectrum Business | \$ 297.97 | Telephone Service |
| 5897 | Staples | \$ 256.26 | Office Supplies |
| 5898 | Verizon Connect Fleet USA LLC | \$ 87.25 | Truck Trackers |
| 5899 | Verizon Connect Fleet USA LLC | \$ 87.25 | Truck Trackers |
| 5900 | Weck Laboratories Inc | \$ 253.50 | Water Sampling |
| 5901 | Cintas | \$ 217.23 | Uniform Service |
| 5902 | Janus Pest Management Inc | \$ 65.00 | Rodent Control |
| 5903 | Merritt's Hardware | \$ 32.98 | Field Supplies |
| 5904 | SC Edison | \$ 15,268.08 | Power Expense |
| 5905 | Answering Service Care, LLC | \$ 116.27 | Answering Service |
| 5906 | Citi Cards | \$ 120.59 | Administrative Expense |
| 5907 | Continental Utility Solutions Inc | \$ 32.05 | Billing Expense |
| 5908 | Eide Bailly LLP | \$ 697.20 | Administrative Support |
| 5909 | Industry Public Utility Commission | \$ 1,026.35 | Industry Hills Power Expense |
| 5910 | San Gabriel Valley Water Company | \$ 1,244.17 | Water Service |
| 5911 | SoCal SCADA Solutions LLC | \$ 990.00 | SCADA |
| 5912 | Weck Laboratories Inc | \$ 135.00 | Water Sampline |
| 5913 | ACWA/JPIA | \$ 26,135.41 | Auto/General Liability Program 23/24 |
| 5914 | County of LA-Auditor Controller | \$ 37.40 | Annual Rental Fee's |
| 5915 | SoCal Gas | \$ 14.79 | Gas Expense |
| 5916 | Verizon Wireless | \$ 76.02 | Cellular Service |
| 5917 | Verizon Wireless | \$ 342.09 | Cellular Service |
| 5918 | Verizon Wireless | \$ 70.50 | Cellular Service |
| 5919 | Weck Laboratories Inc | \$ 118.50 | Water Sampling |
| Autodeduct | Intuit QuickBooks | \$ 380.86 | Checks |
| Autodeduct | Bluefin Payment Systems | \$ 1,774.78 | Web Merchant Fee's |
| Autodeduct | Bluefin Payment Systems | \$ 23.70 | Tokenization Fee - October |

Industry Public Utilities November 2023 Disbursements - continued

| Check # | Payee | Amount | Description |
|--|-----------------------------------|----------------------|----------------------------|
| Autodeduct | First Data Global Leasing | \$ 44.00 | Credit Card Machine Lease |
| Autodeduct | Jack Henry & Associates | \$ 20.45 | Web E-Check Fee's |
| Autodeduct | Wells Fargo Merchant Fee's | \$ 78.11 | Credit Card Merchant Fee's |
| Online | County of LA Dept of Public Works | \$ 647.00 | Permit Fee's |
| Online | Home Depot Credit Services | \$ 64.34 | Field Supplies |
| Total November 2023 Disbursements | | \$ 127,810.44 | |

Industry Public Utilities December 2023 Disbursements

| Check # | Payee | Amount | Description |
|--|--|----------------------|-------------------------------------|
| 5920 | Answering Service Care, LLC | \$ 281.66 | Answering Service |
| 5921 | Cintas | \$ 217.23 | Uniform Service |
| 5922 | Civiltec Engineering Inc | \$ 3,022.50 | Engineering Support |
| 5923 | Highroad IT | \$ 1,297.80 | Technical Support |
| 5924 | Merritt's Hardware | \$ 119.14 | Field Supplies |
| 5925 | Peck Road Gravel | \$ 540.00 | Asphalt & Concrete |
| 5926 | SC Edison | \$ 3,494.11 | Power Expense |
| 5927 | State Water Resource Control Board | \$ 868.00 | Annual Permit Fee |
| 5928 | Underground Service Alert | \$ 123.04 | Line Notifications |
| 5929 | Vulcan Materials Company | \$ 494.23 | Asphalt & Concrete |
| 5930 | Weck Laboratories Inc | \$ 253.50 | Water Sampling |
| 5931 | G. M. Sager Construction | \$ 8,200.00 | Asphalt & Concrete |
| 5932 | InfoSend | \$ 942.79 | Billing Expense |
| 5933 | Janus Pest Management Inc | \$ 65.00 | Rodent Control |
| 5934 | La Puente Valley County Water District | \$ 56,578.53 | Labor Costs - November |
| 5935 | S & J Supply Co Inc | \$ 680.63 | Hydrant Replacement |
| 5936 | SC Edison | \$ 17,590.48 | Power Expense |
| 5937 | SoCal Gas | \$ 16.27 | Gas Expense |
| 5938 | Spectrum Business | \$ 81.72 | Telephone Service |
| 5939 | Spectrum Business | \$ 297.97 | Telephone Service |
| 5940 | Answering Service Care, LLC | \$ 179.60 | Answering Service |
| 5941 | Canon Financial Services, Inc | \$ 114.92 | Copier Lease |
| 5942 | Eide Bailly LLP | \$ 2,426.05 | Administrative Expenses |
| 5943 | Industry Public Utility Commission | \$ 1,148.70 | Industry Hills Power Expense |
| 5944 | La Puente Valley County Water District | \$ 51,260.10 | O&M Fee - 4th Qtr |
| 5946 | Peck Road Gravel | \$ 540.00 | Asphalt & Concrete |
| 5947 | San Gabriel Valley Water Company | \$ 1,166.70 | Water Service |
| 5948 | Verizon Connect Fleet USA LLC | \$ 174.50 | Vehicle Tracking |
| 5949 | Weck Laboratories Inc | \$ 253.50 | Water Sampling |
| 5950 | Citi Cards | \$ 144.42 | Administrative Expenses |
| 5951 | SoCal Gas | \$ 15.29 | Gas Expense |
| 5952 | Verizon Wireless | \$ 76.02 | Cellular Service |
| 5953 | Verizon Wireless | \$ 344.16 | Cellular Service |
| Autodeduct | Bluefin Payment Systems | \$ 1,174.33 | Web Merchant Fee's |
| Autodeduct | Bluefin Payment Systems | \$ 23.20 | Tokenization Fee - November |
| Autodeduct | First Data Global Leasing | \$ 44.00 | Credit Card Machine Lease - Monthly |
| Autodeduct | Wells Fargo Merchant Fee's | \$ 45.70 | Credit Card Merchant Fee's |
| Autodeduct | Jack Henry & Associates | \$ 15.95 | Web E-Check Fee's |
| Online | Home Depot Credit Services | \$ 51.76 | Field Supplies |
| Online | Home Depot Credit Services | \$ 122.49 | Field Supplies |
| Total December 2022 Disbursements | | \$ 154,485.99 | |

Attachment 3

Attachment 4

Attachment 5

IPUWS-LPVCWD WATER EXCHANGE SUMMARY (pursuant to July 2015 Water Exchange and Supply Agreement)

Deliveries from LPVCWD to IPUWS

Report for Second Quarter 23/24

| QTR | Zone 488 Deliveries | | | | | | | Zone 775 Deliveries | | | | | | | Combined | | |
|----------------------|---------------------|--------------|--------------|---------------|----------------|------------------------|-------------------------------|---------------------|--------------|--------------|--------------|---------------|----------------|------------------------|-------------------------------|-------|---------------|
| | Connection 1 | Connection 2 | Connection 3 | Connection 3A | Zone 488 Total | Zone 488 Running Total | Zone 488 Previous Year Ending | Connection 4 | Connection 5 | Connection 6 | Connection 7 | Connection 7A | Zone 775 Total | Zone 775 Running Total | Zone 775 Previous Year Ending | Total | Running Total |
| Prior Period (22-23) | | | | | | 37.23 | 37.23 | | | | | | | 61.70 | 61.70 | 98.93 | 98.93 |
| 23-24 QTR 1 | 0.50 | 0.00 | 0.00 | 0.00 | 0.50 | 37.73 | | | | 1.70 | 0.00 | | 1.70 | 63.40 | | 2.19 | |
| 23-24 QTR 2 | 4.99 | 0.00 | 0.00 | 0.00 | 4.99 | 42.71 | | | | 7.46 | 0.00 | | 7.46 | 70.86 | | 12.45 | |
| 23-24 QTR 3 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 42.71 | | | | 0.00 | 0.00 | | 0.00 | 70.86 | | 0.00 | |
| 23-24 QTR 4 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 42.71 | | | | 0.00 | 0.00 | | 0.00 | 70.86 | | 0.00 | |
| Annual Total | 5.48 | 0.00 | 0.00 | 0.00 | 5.48 | 42.71 | 37.23 | | | 9.16 | 0.00 | | 9.16 | 70.86 | 61.70 | 14.64 | 113.57 |

Deliveries from IPUWS to LPVCWD

| QTR | Zone 488 Deliveries | | | | | | | Zone 775 Deliveries | | | | | | | Combined | | |
|----------------------|---------------------|--------------|--------------|---------------|----------------|------------------------|-------------------------------|---------------------|--------------|--------------|--------------|---------------|----------------|------------------------|-------------------------------|--------|---------------|
| | Connection 1 | Connection 2 | Connection 3 | Connection 3A | Zone 488 Total | Zone 488 Running Total | Zone 488 Previous Year Ending | Connection 4 | Connection 5 | Connection 6 | Connection 7 | Connection 7A | Zone 775 Total | Zone 775 Running Total | Zone 488 Previous Year Ending | Total | Running Total |
| Prior Period (22-23) | | | | | | 28.39 | 28.39 | | | | | | | 78.87 | 78.87 | 107.26 | 107.26 |
| 23-24 QTR 1 | 0.00 | 0.00 | | 0.00 | 0.00 | 28.39 | | 0.11 | 1.00 | 6.30 | 0.00 | | 7.42 | 86.29 | | 7.42 | |
| 23-24 QTR 2 | 0.00 | 0.00 | | 0.00 | 0.00 | 28.39 | | 0.00 | 0.99 | 4.73 | 0.00 | | 5.73 | 92.01 | | 5.73 | |
| 23-24 QTR 3 | 0.00 | 0.00 | | 0.00 | 0.00 | 28.39 | | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 92.01 | | 0.00 | |
| 23-24 QTR 4 | 0.00 | 0.00 | | 0.00 | 0.00 | 28.39 | | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 92.01 | | 0.00 | |
| Annual Total | 0.00 | 0.00 | | 0.00 | 0.00 | 28.39 | 28.39 | 0.11 | 1.99 | 11.04 | 0.01 | | 13.14 | 92.01 | 78.87 | 13.14 | 120.40 |

Delivery Summary

| Quarter | LPVCWD Total to IPUWS | IPUWS Total to LPVCWD | Difference | A | | | B | | C | | D | | E | |
|----------------------|-----------------------|-----------------------|------------|------------------------|------------------------|----------------|---|--|------------------------|------------------------|----------------|---|--|-------------------------|
| | | | | LPVCWD to IPUWS in 488 | IPUWS to LPVCWD in 488 | 488 Difference | Amount unable to exchange within 12 months in 488 | IPUWS owes \$ to LPVCWD for 448 Deliveries | LPVCWD to IPUWS in 775 | IPUWS to LPVCWD in 775 | 775 Difference | Amount unable to exchange within 12 months in 775 | LPVCWD owes \$ to IPUWS for 775 Deliveries | LPVCWD Owes \$ to IPUWS |
| Prior Period (22-23) | 98.93 | 107.26 | 8.33 | 37.23 | 28.39 | -8.84 | 0.00 | 0.00 | 61.70 | 78.87 | 17.17 | 0.00 | 0.00 | 0.00 |
| 23-24 QTR 1 | 2.19 | 7.42 | 5.22 | 0.50 | 0.00 | -0.50 | 0.00 | 0.00 | 1.70 | 7.42 | 5.72 | 0.00 | 0.00 | 0.00 |
| 23-24 QTR 2 | 12.45 | 5.73 | -6.72 | 4.99 | 0.00 | -4.99 | 0.00 | 0.00 | 7.46 | 5.73 | -1.73 | 0.00 | 0.00 | 0.00 |
| 23-24 QTR 3 | 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 |
| 23-24 QTR 4 | 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 |
| Running Total | 113.57 | 120.40 | 6.83 | 42.71 | 28.39 | -14.32 | | | 70.86 | 92.01 | 21.16 | | | |

Balance Owed by LPVCWD to IPUWS Overall **6.83** Balance Owed to LPVCWD in 488 **14.32** Balance Owed to IPUWS in 775 **21.16**

Notes:

Calculation of payment is not applicable until a full 12 months into the agreement that was entered into in July 2015

Column A represents water delivered in Zone 488 that was not redelivered within 12 months.

Column B represents the undelivered amount multiplied by the agreed rate to convey water to the 448 zone as detailed in example table above.

Column C represents water delivered in Zone 775 that was not redelivered within 12 months.

Column D represents the undelivered amount multiplied by the agreed upon rate to convey water to the 775 zone as detailed in example table above.

Column E represents the difference between what each party owes.

Attachment 6



JANUARY 3, 2024

**REPORT OF THE WATERMASTER ENGINEER
ON HYDROLOGIC CONDITIONS**

✚ Baldwin Park Key Well (see attached graph)

- Located in the central portion of the San Gabriel Valley within the City of Baldwin Park and used as a general indication of water elevations throughout the San Gabriel Valley
- One vertical foot is equivalent to about 8,000 acre-feet of groundwater in the Main Basin
- On November 27, 2023, the Baldwin Park Key Well groundwater elevation was 226.8 feet.
- On December 22, 2023, the Baldwin Park Key Well groundwater elevation was 224.5 feet, a decrease of about 0.5 feet from the prior week. **The historic low was 169.4 feet on November 21, 2018.**
 - ❖ A decrease of about 2.3 feet from the prior month.
 - ❖ About 45 feet higher than one year ago (represents 360,000 acre-feet). Includes an estimated 122,000 acre-feet of untreated imported water in cyclic storage accounts, which represents about 15 feet of groundwater elevation at the Key Well.
 - Producer Cyclic Storage – 55,000 AF
 - MWD Cyclic Storage (for UD RDA delivery) – 52,000 AF
 - Other Cyclic Storage – 15,000 AF

✚ Rainfall (see attached graphs)

- Data are readily available on a daily basis and are indicative of comparative amount of rainfall in the San Gabriel Valley (percent of average)
- Puddingstone Dam as of December 26, 2023
 - ❖ Average rainfall from July 1st through December 31st of each year is 6.00 inches.
 - ❖ Rainfall during July 1, 2023 through December 26, 2023 is 4.99 inches, which is 83 percent of average.
 - ❖ Rainfall during July 1, 2022 through June 30, 2023 was 28.06 inches, which was 155 percent of average.
- Los Angeles Civic Center as of December 26, 2023
 - ❖ Average rainfall from July 1st through December 31st of each year is 4.12 inches.
 - ❖ Rainfall during July 1, 2023 through December 26, 2023 is 5.49 inches which is 133 percent of average.
 - ❖ Rainfall during July 1, 2022 through June 30, 2023 was 28.40 inches, which was 188 percent of average.

✚ Reservoir Storage and Releases

- There are three dams and reservoirs located along the San Gabriel River above San Gabriel Canyon. Their primary function is for flood control and also used to store watershed runoff for subsequent groundwater replenishment.
 - ❖ Cogswell Reservoir is located highest in the watershed and has a maximum storage capacity of 10,475 acre-feet.
 - ❖ San Gabriel Reservoir is located downstream of and receives releases from Cogswell Reservoir and has a maximum storage capacity of 44,044 acre-feet.
 - ❖ Morris Reservoir is located downstream of and receives releases from San Gabriel Reservoir and has a maximum storage capacity of 28,736 acre-feet. Releases from Morris Reservoir and San Gabriel Reservoir are used at local surface water treatment plants and used for groundwater replenishment.
 - ❖ Total storage capacity is 83,255 acre-feet.
 - ❖ The combined minimum pool behind Cogswell, San Gabriel and Morris Reservoirs is about 10,500 acre-feet.
 - ❖ Combined storage as of December 26, 2023 was 18,407 acre-feet (about 22 percent of capacity).
 - ❖ San Gabriel Reservoir inflow was 96 cfs and release was 0 cfs as of December 26, 2023.
 - ❖ Morris Reservoir inflow was 15 cfs and release was 35 cfs as of December 26, 2023.

✚ Untreated Imported Water Deliveries

- Upper District
 - ❖ USG-3 is located in San Gabriel Canyon just below Morris Dam, it represents Upper District's primary point of delivery of untreated imported water for groundwater replenishment to the San Gabriel Valley. The typical delivery rate is about 190 cfs (or about 375 acre-feet per day).
 - ❖ During November 2023, Upper District delivered 1,551 acre-feet through USG-3.
 - ❖ During December 2023, Upper District plans to deliver approximately 1,600 acre-feet through USG-3.
- Three Valleys District
 - ❖ During November 2023, Three Valleys District delivered 499.3 acre-feet through PM-26.
 - ❖ During December 2023, Three Valleys District plans to deliver approximately 500 acre-feet through PM-26.
 - ❖ During November 2023, Three Valleys District did not make deliveries through USG-3 and to the San Gabriel Canyon.
 - ❖ During December 2023, Three Valleys District does not plan to make deliveries through USG-3 and to the San Gabriel Canyon

- San Gabriel District
 - ❖ During November 2023, San Gabriel District delivered 1,388 acre-feet to the San Dimas Wash.
 - ❖ During November 2023, San Gabriel District did not make deliveries to the San Gabriel Canyon and San Gabriel River.
 - ❖ During December 2023, San Gabriel District plans to deliver about 1,200 acre-feet to the San Dimas Wash.
 - ❖ During December 2023, San Gabriel District does not plan to make deliveries to the San Gabriel Canyon and San Gabriel River.

✚ **Landfill Report**

- Watermaster staff toured the following landfills during the month of December 2023:
 - ❖ Azusa Land Reclamation
 - ❖ Peck Road
- During the tour, Watermaster staff found that each landfill appeared to operate consistent with the conditions under each landfill's permit.

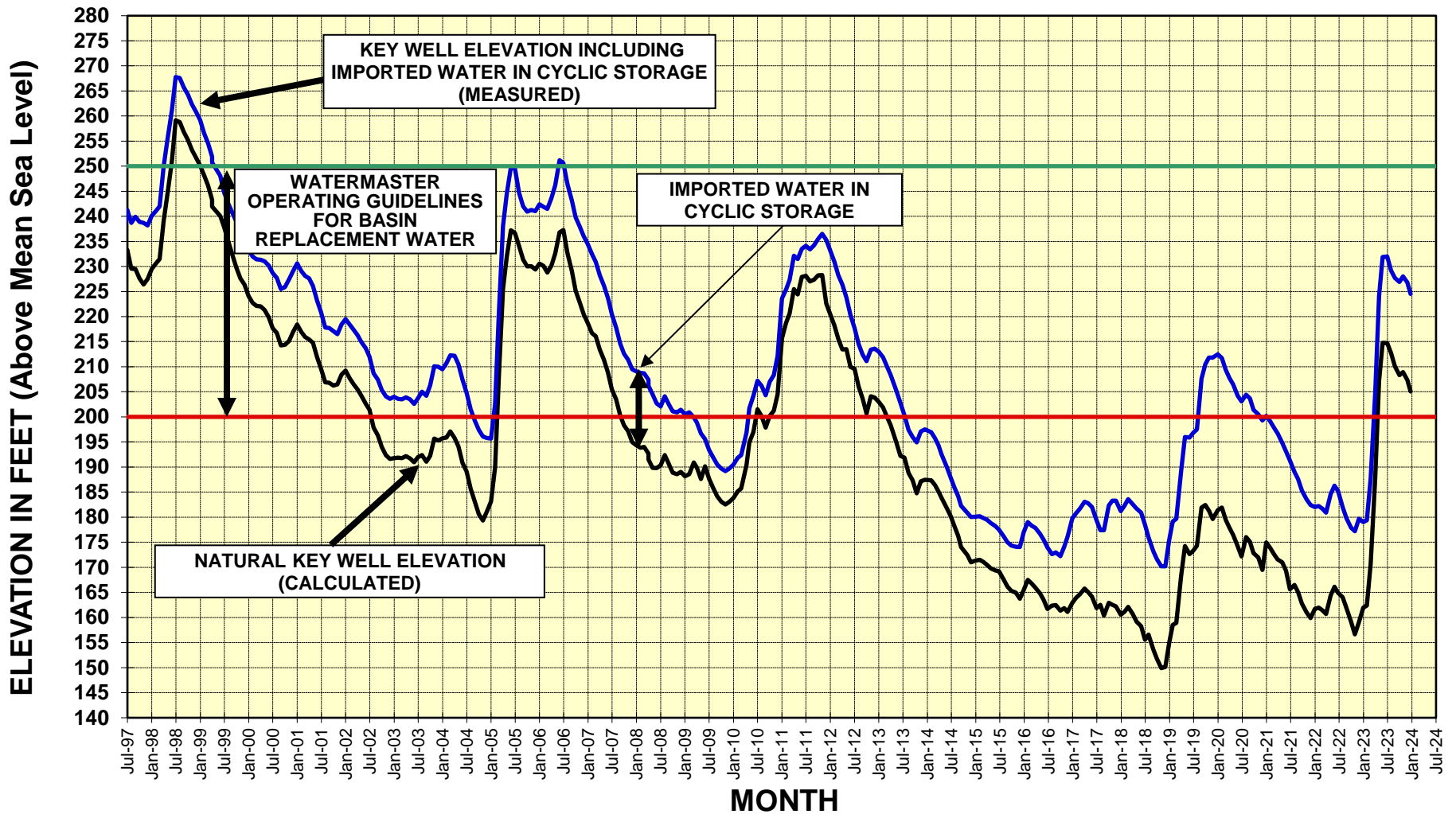
✚ **Water Quality**

- Water systems are required by the Division of Drinking Water (DDW) to collect water quality data from source wells and provide the results to DDW pursuant to Title 22 (Water quality data collected through Main San Gabriel Basin Watermaster's Basinwide Groundwater Quality Monitoring Program)
 - ❖ During December 2023, 8 wells were sampled under Title 22
 - ❖ During November 2023, 71 wells were sampled under Title 22
 - ❖ During November 2023, Stetson Engineers Inc. received no public notice of wells shut down due to contamination.
- DDW announced it will be proposing the regulations for hexavalent chromium Maximum Contaminant Level (MCL) of 10 part per billion (ppb) with a notice of a public hearing to receive public comments regarding the proposed regulations of the hexavalent chromium MCL.
 - ❖ DDW is proposing a compliance schedule based on system size:
 - Systems with more than 10,000 service connections would be required to comply with the MCL within 2 years of rule adoption.
 - Systems with 1,000 to 10,000 service connections would be required to comply with the MCL within 3 years of rule adoption.
 - Systems with less than 1,000 service connections would be required to comply with the MCL within 4 years of rule adoption.
- DDW announced, it has proposed revised notification level (NL) of 20 ppb and response levels of 200 ppb for manganese based on toxicological endpoints. The current NL for manganese is 500 ppb and the secondary MCL for manganese is 50 ppb.

- ❖ Manganese is a secondary standard and is sampled by the Producer as part of the triennial General Mineral / General Physicals (GM/GP) sampling. Watermaster does not sample for manganese.

- DDW has issued the notification level (NL) for perfluorohexane sulfonic acid (PFHxS) at 3 parts per trillion (ppt) and the response level at 20 ppt under the recommendation by The Office of Environmental Health Hazard Assessment (OEHHA).
 - ❖ Detections of PFHxS above 2 ppt have been found in the Main San Gabriel Basin.

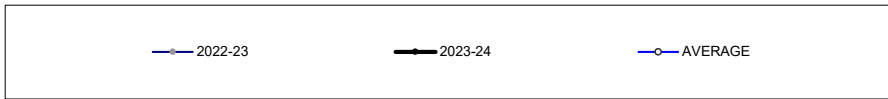
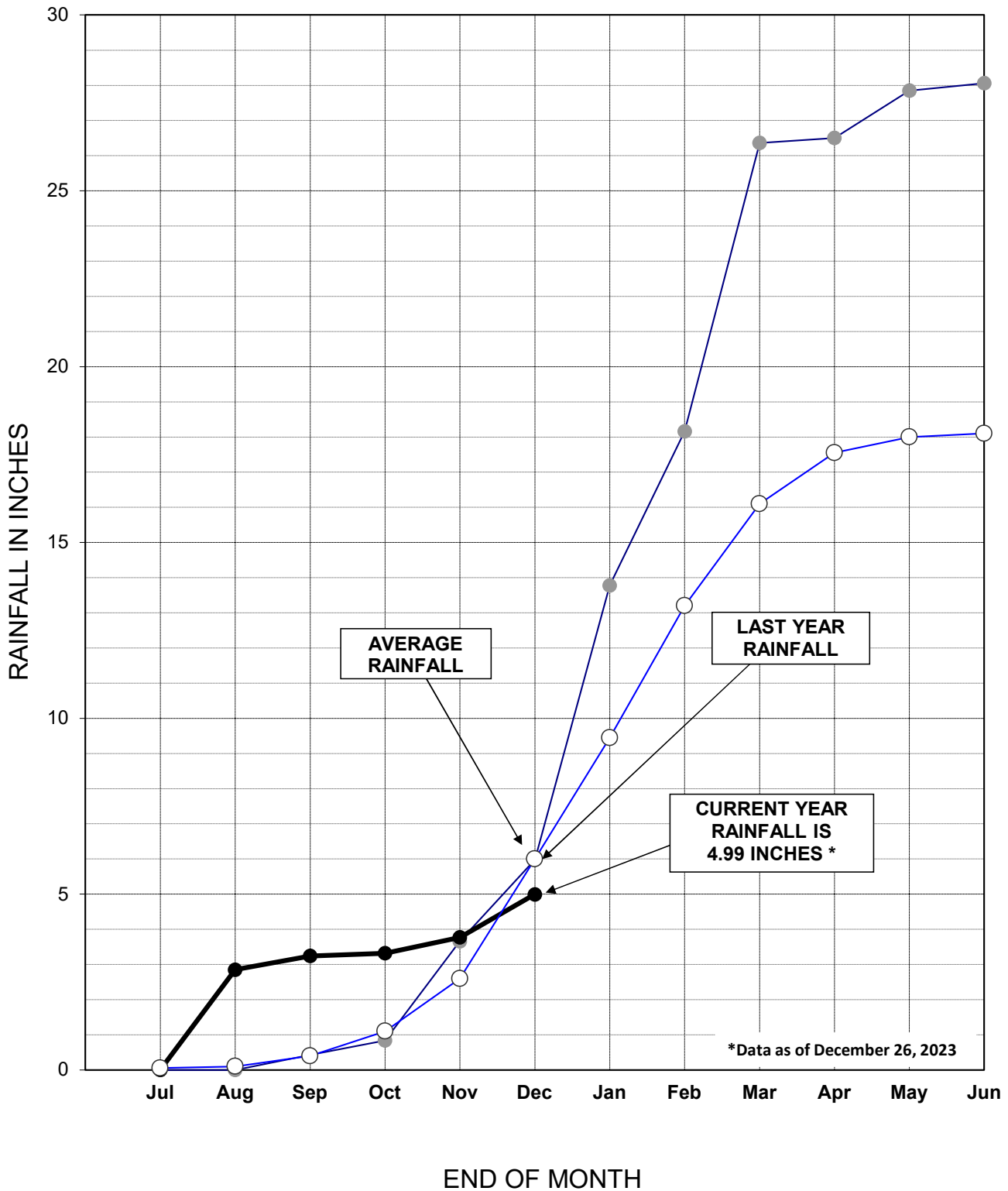
- United States Environmental Protection Agency (EPA) has updated Health Advisories on Per- and Polyfluoroalkyl Substances (PFAS).
 - ❖ Interim Health Advisories
 - Perfluorooctanoic Acid (PFOA)
 - Perfluorooctane sulfonate (PFOS)
 - ❖ Final Health Advisories
 - GenX chemicals (PFOA replacement)
 - Perfluorobutane sulfonic acid (PFBS) (PFOS replacement)
 - ❖ For PFOA and PFOS, some negative health effects may occur at concentrations that are near zero and below our ability to detect at this time.
 - ❖ The lower the level of these chemicals in drinking water, the lower the risk to public health.
 - PFOA - Health Advisory Value - 0.004 ppt (Interim), Minimum Reporting Level – 4 ppt
 - PFOS - Health Advisory Value - 0.02 ppt (Interim), Minimum Reporting Level – 4 ppt
 - GenX Chemicals - Health Advisory Value - 10 ppt (Final), Minimum Reporting Level – 5 ppt
 - PFBS - Health Advisory Value – 2,000 ppt (Final), Minimum Reporting Level – 3 ppt



MAIN SAN GABRIEL BASIN WATERMASTER



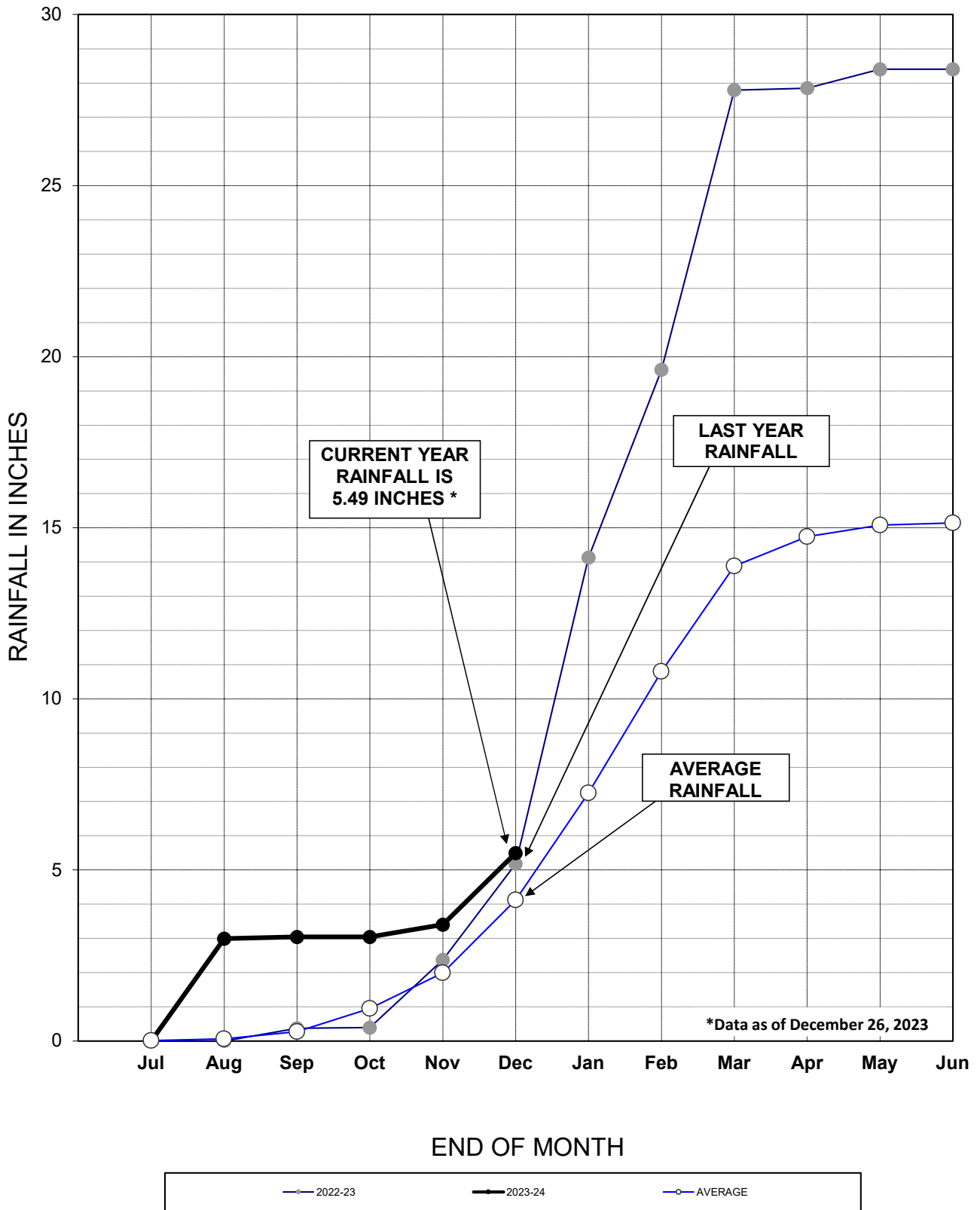
**BALDWIN PARK KEY WELL
GROUNDWATER ELEVATION**



STETSON ENGINEERS INC.
 Covina San Rafael Mesa, Arizona
 WATER RESOURCE ENGINEERS

MAIN SAN GABRIEL BASIN WATERMASTER

**ACCUMULATED RAINFALL
 AT PUDDINGSTONE DAM (STATION NO. 96-C)**



STETSON ENGINEERS INC.
 Covina San Rafael Mesa, Arizona
 WATER RESOURCE ENGINEERS

MAIN SAN GABRIEL BASIN WATERMASTER

**ACCUMULATED RAINFALL
 AT LOS ANGELES CIVIC CENTER**

Attachment 7

LPVCWD
Salary & Benefits Billing Summary

Dec-23

| Employee | No. | Hourly Rate (incl. payroll taxes) | OT Hourly (incl. payroll taxes) | Benefits per Hour (w/out PERS) | CalPERS per Hour | Wages, Benefits, & CalPERS Hourly |
|--|------------|--|--|---------------------------------------|-------------------------|--|
| General Manager | 40 | \$ 121.71 | | \$ 18.78 | \$ 5.70 | \$ 146.18 |
| Operations & Maintenance Superintendent | 46 | 73.30 | | 15.04 | 18.61 | 106.95 |
| Lead Customer Service & Accounting Clerk | 11 | 48.67 | 73.01 | 19.30 | 12.36 | 80.34 |
| Customer Service & Accounting Clerk II | 33 | 37.72 | 56.58 | 18.15 | 2.69 | 58.56 |
| Customer Service & Accounting Clerk I | 50 | 30.28 | 45.41 | 16.12 | 2.16 | 48.56 |
| Distribution Supervisor | 7 | 58.20 | 87.29 | 17.90 | 14.78 | 90.87 |
| Water Treatment & Supply Superintendent | 12 | 72.89 | 109.33 | 26.35 | 18.51 | 117.75 |
| Water System Operator I | 49 | 36.39 | 54.58 | 9.43 | 2.60 | 48.41 |
| Lead Water System Operator | 15 | 53.90 | 80.84 | 20.94 | 13.69 | 88.52 |
| Water System Operator I | 53 | 38.21 | 57.31 | 17.50 | 2.73 | 58.44 |
| Water System Operator I | 48 | 37.09 | 55.64 | 9.53 | 2.65 | 49.27 |
| Water System Operator I | 22 | 41.92 | 62.87 | 19.31 | 10.64 | 71.87 |
| Intern | 58 | 25.84 | 38.75 | 0.80 | - | 26.64 |
| Water System Maintenance Worker | 57 | 30.83 | 46.25 | 8.40 | 2.20 | 41.43 |
| Water System Maintenance Worker | 56 | 30.83 | 46.25 | 8.40 | 2.20 | 41.43 |
| Water System Maintenance Worker | 59 | 25.84 | 38.75 | 0.80 | - | 26.64 |
| FULL TIME NEW | FTN-5 | - | - | - | - | - |
| Lead Water System Operator | 38 | 53.76 | 80.64 | 19.95 | 3.84 | 77.55 |



Item 7
Financial Reports



**Summary of Cash and Investments
January 2024**

La Puente Valley County Water District

| Investments | Interest Rate (Apportionment Rate) | Beginning Balance | Receipts/ Change in Value | Disbursements/ Change in Value | Ending Balance |
|--|---------------------------------------|-------------------|------------------------------|-----------------------------------|-------------------------------|
| Local Agency Investment Fund | 4.000% | \$ - | \$ 91,703.08 | \$ - | \$ 91,703.08 |
| Raymond James Financial Services | | \$ 516,877.40 | \$ 4.78 | \$ 2,042.50 | \$ 518,924.68 |
| California CLASS | 5.4981% | \$ 3,806,336.96 | \$ 17,725.36 | \$ - | \$ 3,824,062.32 |
| Checking Account | | | | | |
| Well Fargo Checking Account (per General Ledger) | | \$ 927,643.92 | \$ 668,244.26 | \$ 560,390.38 | \$ 1,035,497.80 |
| District's Total Cash and Investments: | | | | | <u>\$ 5,470,187.88</u> |

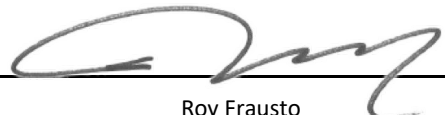
Industry Public Utilities

| Checking Account | Beginning Balance | Receipts | Disbursements | Ending Balance |
|--|-------------------|---------------|---------------|-------------------------------|
| Well Fargo Checking Account (per General Ledger) | \$ 1,467,212.25 | \$ 195,385.40 | \$ 188,796.38 | \$ 1,473,801.27 |
| IPU's Total Cash and Investments: | | | | <u>\$ 1,473,801.27</u> |

Puente Valley Operable Unit

| Checking Account | Beginning Balance | Receipts | Disbursements | Ending Balance |
|--|-------------------|----------|---------------|-----------------------------|
| Well Fargo Checking Account (per General Ledger) | \$ 878,298.11 | \$ - | \$ 132,795.28 | \$ 745,502.83 |
| PVOU's Total Cash and Investments: | | | | <u>\$ 745,502.83</u> |

I certify that; (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy as set forth in Resolution No. 237 and, (2) the District will meet its expenditure obligations for the next six (6) months.


 _____, General Manager
 Roy Frausto

Date: 02/21/2024



La Puente Valley County Water District
Statement of Revenues & Expenses Summary (Preliminary)
For the Period Ending January 31, 2024
(Unaudited)

| | LPVCWD | | BPOU | | | |
|---|---------------------|-------------------|---------------------|--------------------|--------------|-------------------|
| | YTD 2024 | YTD 2024 | YTD 2024 | BUDGET 2024 | 8% OF BUDGET | 2023 YEAR-END |
| Revenues | | | | | | |
| Operational Rate Revenues | \$ 183,589 | \$ - | \$ 183,589 | \$ 2,903,600 | 6% | \$ 2,733,956 |
| Operational Non-Rate Revenues | 114,664 | 295,914 | 410,578 | 3,808,316 | 11% | 3,308,509 |
| Non-Operational Revenues | 31,903 | - | 31,903 | 526,700 | 6% | 623,050 |
| Total Revenues | 330,156 | 295,914 | 626,071 | 7,238,616 | 9% | 6,665,515 |
| Expense | | | | | | |
| Salaries & Benefits | 166,523 | 37,352 | 203,875 | 3,023,000 | 7% | 2,578,005 |
| Supply & Treatment | 14,508 | 233,707 | 248,214 | 2,510,780 | 10% | 2,226,652 |
| Other Operating Expenses | 13,438 | 24,856 | 38,293 | 500,300 | 8% | 472,867 |
| General & Administrative | 26,128 | - | 26,128 | 481,000 | 5% | 427,699 |
| Total Expense | 220,597 | 295,914 | 516,511 | 6,515,080 | 8% | 5,705,222 |
| Net Income from Operations | 109,559 | - | 109,559 | 723,536 | 15% | 960,292 |
| Less: Capital Expenses | (182,635) | - | (182,635) | (2,711,000) | 7% | (598,182) |
| Net Income After Capital | (73,076) | - | (73,076) | (1,987,464) | 4% | 362,110 |
| Other Funding & Debt Service | | | | | | |
| Capital Reimbursement (OU Projects) | - | - | - | 601,000 | 0% | - |
| Grant Revenues | - | - | - | 17,000 | 0% | 1,275,000 |
| Loan Payment (Interest & Principal) | - | - | - | (198,500) | 0% | (199,453) |
| Cyclic Storage Purchases | | | | | | |
| Prepaid Inventory Purchases | - | - | - | (40,000) | 0% | - |
| Change in Cash | (73,076) | - | (73,076) | (1,607,964) | 5% | 1,437,658 |
| Add: Capital Assets (District-Funded) | - | - | - | 2,093,000 | 0% | (676,818) |
| Add: Debt Principal | - | - | - | 120,600 | 0% | - |
| Add: Prepaid Inventory | - | - | - | 40,000 | 0% | - |
| Less: Depreciation Expense | (37,500) | (8,750) | (46,250) | (555,000) | 8% | - |
| Net Income / (Loss) | \$ (110,576) | \$ (8,750) | \$ (119,326) | \$ 90,636 | | \$ 760,840 |

*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.



La Puente Valley County Water District
Statement of Revenues & Expenses Summary (Preliminary)
For the Period Ending January 31, 2024
(Unaudited)

| | January 2024 | YTD 2024 | BUDGET 2024 | 8% OF BUDGET | 2023 YEAR-END |
|--|----------------|----------------|------------------|-----------------|------------------|
| Operational Rate Revenues | | | | | |
| Water Sales | \$ 93,824 | \$ 93,824 | \$ 1,662,100 | 6% | \$ 1,579,139 |
| Service Charges | 77,468 | 77,468 | 1,029,000 | 8% | 930,121 |
| Surplus Sales | 6,858 | 6,858 | 70,000 | 10% | 70,339 |
| Customer Charges | 3,144 | 3,144 | 40,000 | 8% | 56,302 |
| Fire Service | 2,296 | 2,296 | 102,000 | 2% | 96,071 |
| Miscellaneous Income (Cust. Charges) | - | - | 500 | 0% | 1,984 |
| Total Operational Rate Revenues | 183,589 | 183,589 | 2,903,600 | 6% | 2,733,956 |
| Operational Non-Rate Revenues | | | | | |
| Management Fees | - | - | 548,276 | 0% | 543,560 |
| IPU Service Fees (Labor) | 67,546 | 67,546 | 790,200 | 9% | 740,474 |
| BPOU Service Fees (Labor) | 37,352 | 37,352 | 339,040 | 11% | 313,115 |
| PVOU IZ Service Fees (Labor) | 35,798 | 35,798 | 450,000 | 8% | 401,342 |
| PVOU SZ Service Fees (Labor) | 11,320 | 11,320 | 250,000 | 5% | 31,149 |
| Other O&M Fees | - | - | 9,300 | 0% | 4,919 |
| Total Operational Non-Rate Revenues | 152,016 | 152,016 | 2,386,816 | 6% | 2,034,560 |
| Non-Operational Revenues | | | | | |
| Taxes & Assessments | 28,049 | 28,049 | 322,200 | 9% | 356,732 |
| Rental Revenue | 3,507 | 3,507 | 42,000 | 8% | 41,778 |
| Interest Revenue | - | - | 35,000 | 0% | 91,420 |
| Market Value Adjustment | - | - | - | N/A | 410 |
| PVOU Revenue | - | - | 120,000 | 0% | 109,838 |
| Miscellaneous Income | 347 | 347 | 7,500 | 5% | 4,025 |
| Developer Fees | - | - | - | N/A | 18,846 |
| Total Non-Operational Revenues | 31,903 | 31,903 | 526,700 | 6% | 623,050 |
| Total Revenues | 367,508 | 367,508 | 5,817,116 | 6% | 5,391,566 |
| Supply & Treatment | | | | | |
| Purchased & Leased Water | 169 | 169 | 602,280 | 0% | 621,223 |
| Power | 8,895 | 8,895 | 270,000 | 3% | 131,921 |
| Treatment Plant Power | - | - | - | N/A | - |
| Treatment Plant Power | 4,446 | 4,446 | - | N/A | 70,098 |
| Power | 13,341 | 13,341 | 270,000 | 5% | 202,019 |
| Assessments | - | - | 319,300 | 0% | 298,383 |
| Treatment | 679 | 679 | 10,000 | 7% | 10,137 |
| Well & Pump Maintenance | 319 | 319 | 60,000 | 1% | 10,749 |

*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.



La Puente Valley County Water District

Statement of Revenues & Expenses Summary (Preliminary)

For the Period Ending January 31, 2024
(Unaudited)

| | January 2024 | YTD 2024 | BUDGET 2024 | 8% OF BUDGET | 2023 YEAR-END |
|--|-------------------|-------------------|-------------------|--------------|-------------------|
| Total Supply & Treatment | \$ 14,508 | \$ 14,508 | \$ 1,261,580 | 1% | \$ 1,142,511 |
| Salaries & Benefits | | | | | |
| Total District Wide Labor | \$ 137,491 | \$ 137,491 | \$ 1,890,000 | 7% | \$ 1,668,497 |
| Directors Fees & Benefits | 7,570 | 7,570 | 115,000 | 7% | 87,922 |
| Benefits | 30,752 | 30,752 | 430,000 | 7% | 349,772 |
| OPEB Payments | 9,396 | 9,396 | 110,000 | 9% | 103,472 |
| OPEB Trust Contributions | - | - | 60,000 | 0% | 15,000 |
| Payroll Taxes | 12,402 | 12,402 | 145,000 | 9% | 128,141 |
| CalPERS Retirement (Normal Costs) | 6,265 | 6,265 | 200,000 | 3% | 160,456 |
| CalPERS Unfunded Accrued Liability | - | - | 73,000 | 0% | 64,746 |
| Total Salaries & Benefits | 203,875 | 203,875 | 3,023,000 | 7% | 2,578,005 |
| District Salaries & Benefits (Informational Only) | | | | | |
| Less: Labor Service Revenue | (152,016) | (152,016) | (1,829,240) | 8% | (1,486,080) |
| Net District Salaries & Benefits | 51,859 | 51,859 | 1,193,760 | 4% | 1,091,925 |
| Other Operating Expenses | | | | | |
| General Plant | 1,135 | 1,135 | 60,000 | 2% | 27,505 |
| Transmission & Distribution | 3,187 | 3,187 | 120,000 | 3% | 127,375 |
| Vehicles & Equipment | 3,820 | 3,820 | 65,000 | 6% | 64,196 |
| Field Support & Other Expenses | 4,737 | 4,737 | 60,000 | 8% | 57,143 |
| Regulatory Compliance | 560 | 560 | 45,000 | 1% | 33,778 |
| Total Other Operating Expenses | 13,438 | 13,438 | 350,000 | 4% | 309,997 |
| General & Administrative | | | | | |
| District Office Expenses | 5,801 | 5,801 | 55,000 | 11% | 50,172 |
| Customer Accounts | 3,811 | 3,811 | 32,000 | 12% | 30,342 |
| Insurance | - | - | 82,000 | 0% | 74,302 |
| Professional Services | 6,935 | 6,935 | 115,000 | 6% | 139,880 |
| Training & Certification | 5,075 | 5,075 | 40,000 | 13% | 36,811 |
| Public Outreach & Conservation | 2,159 | 2,159 | 55,000 | 4% | 24,951 |
| Other Administrative Expenses | 2,348 | 2,348 | 80,000 | 3% | 44,303 |
| Total General & Administrative | 26,128 | 26,128 | 459,000 | 6% | 400,761 |
| Total Expense | 257,949 | 257,949 | 5,093,580 | 5% | 4,431,274 |
| Net Income from Operations | \$ 109,559 | \$ 109,559 | \$ 723,536 | 15% | \$ 960,292 |

*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.



La Puente Valley County Water District
Statement of Revenues & Expenses Summary (Preliminary)
For the Period Ending January 31, 2024
(Unaudited)

| | January 2024 | YTD 2024 | BUDGET 2024 | 8% OF BUDGET | 2023 YEAR-END |
|---|---------------------|---------------------|--------------------|-----------------|-------------------|
| Capital Expenses | | | | | |
| Nitrate Treatment System | \$ (182,635) | \$ (182,635) | \$ (450,000) | 41% | \$ (224,201) |
| Recycled Water System - Phase 1 | - | - | (80,000) | 0% | (25,006) |
| Hudson Ave Pumping Improvements | - | - | (536,000) | 0% | (6,868) |
| SCADA Improvements | - | - | (30,000) | 0% | (1,149) |
| Service Line Replacements | - | - | (50,000) | 0% | (32,357) |
| Valve Replacements | - | - | (25,000) | 0% | (12,161) |
| Fire Hydrant Repair/Replacements | - | - | (25,000) | 0% | (23,283) |
| LP CIWS Interconnection (Ind. Hills) | - | - | (65,000) | 0% | - |
| Well 2 Rehabilitation | - | - | (150,000) | 0% | (31,685) |
| Fleet Trucks | - | - | (90,000) | 0% | (241,472) |
| Other Field Equipment | - | - | (75,000) | 0% | - |
| Ferrero/Rorimer St. Project | - | - | (80,000) | 0% | - |
| New Admin Building | - | - | (1,000,000) | 0% | - |
| IT Hardware Server Replacement | - | - | (55,000) | 0% | - |
| Total Capital Expenses | (182,635) | (182,635) | (2,711,000) | 7% | (598,182) |
| Net Income / (Loss) After Capital | (73,076) | (73,076) | (1,987,464) | -4% | 362,110 |
| Other Funding & Debt Service | | | | | |
| Capital Reimbursement (OU Projects) | - | - | 601,000 | 0% | - |
| Grant Revenues | - | - | 17,000 | 0% | 1,275,000 |
| Loan Payment - Interest | - | - | (77,900) | 0% | (78,880) |
| Loan Payment - Principal | - | - | (120,600) | 0% | (120,573) |
| Cyclic Storage Purchases | | | | | |
| Prepaid Inventory Purchases | - | - | (40,000) | 0% | - |
| Cash Increase / (Decrease) | (73,076) | (73,076) | (1,607,964) | -5% | 1,437,658 |
| Add: Capitalized Assets (District-Funded) | - | - | 2,093,000 | 0% | (676,818) |
| Add: Debt Principal | - | - | 120,600 | 0% | - |
| Add: Prepaid Inventory | - | - | 40,000 | 0% | - |
| Less: Depreciation Expense | (37,500) | (37,500) | (450,000) | 8% | - |
| Net Income / (Loss) | \$ (110,576) | \$ (110,576) | \$ 195,636 | -57% | \$ 760,840 |

*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.



La Puente Valley County Water District
Statement of Revenues & Expenses Summary (Preliminary)
For the Period Ending January 31, 2024
(Unaudited)

| | January 2024 | YTD 2024 | BUDGET 2024 | 8% OF BUDGET | 2023 YEAR-END |
|--|-------------------|-------------------|---------------------|--------------|---------------------|
| Operational Non-Rate Revenues | | | | | |
| Reimbursements from CR's | 258,562 | 258,562 | \$ 1,760,540 | 15% | 1,273,949 |
| Total Operational Non-Rate Revenues | 258,562 | 258,562 | 1,760,540 | 15% | 1,273,949 |
| Labor & Benefits | | | | | |
| BPOU TP Labor | 37,352 | 37,352 | 339,040 | 11% | 313,115 |
| Total Labor & Benefits | 37,352 | 37,352 | 339,040 | 11% | 313,115 |
| Supply & Treatment | | | | | |
| NDMA, 1,4-Dioxane Treatment | 49,983 | 49,983 | 241,600 | 21% | 296,022 |
| VOC Treatment | - | - | 31,500 | 0% | 44,787 |
| Perchlorate Treatment | 140,095 | 140,095 | 477,000 | 29% | 326,964 |
| Other Chemicals | 1,836 | 1,836 | 81,900 | 2% | 7,080 |
| BPOU Plant Power | 32,764 | 32,764 | 369,200 | 9% | 389,310 |
| BPOU Plant Maintenance | 9,029 | 9,029 | 48,000 | 19% | 17,911 |
| Well & Pump Maintenance | - | - | - | N/A | 2,067 |
| Total Supply & Treatment | 233,707 | 233,707 | 1,249,200 | 19% | 1,084,141 |
| Other Operating Expenses | | | | | |
| Contract Labor | - | - | 20,000 | 0% | 4,822 |
| General Plant | 9,927 | 9,927 | 15,000 | 66% | 29,425 |
| Transmission & Distribution | - | - | - | N/A | 106 |
| Vehicles & Equipment | 1,019 | 1,019 | 14,300 | 7% | 13,860 |
| Regulatory Compliance | 13,910 | 13,910 | 101,000 | 14% | 114,658 |
| Total Other Operating Expenses | 24,856 | 24,856 | 150,300 | 17% | 162,870 |
| General & Administrative | | | | | |
| District Office Expenses | - | - | 2,500 | 0% | 31 |
| Insurance | - | - | 12,000 | 0% | 18,469 |
| Professional Services | - | - | 7,500 | 0% | 8,438 |
| Total General & Administrative | - | - | 22,000 | 0% | 26,938 |
| Total Expense | 295,914 | 295,914 | 1,760,540 | 17% | 1,587,064 |
| Total Expense (excluding Labor) | 258,562 | 258,562 | 1,421,500 | 18% | 1,273,949 |
| Operational Net Income | - | - | - | | - |
| Less: Depreciation Expense | (8,750) | (8,750) | (105,000) | 8% | (105,000) |
| Net Income / (Loss) | \$ (8,750) | \$ (8,750) | \$ (105,000) | 8% | \$ (105,000) |

(1) Labor costs are equal to the amount of labor billed to the Baldwin Park Operable Unit (BPOU) in which the District receives reimbursement for as shown on Table 1.5 in operational non-rate revenue (BPOU Service Fees).

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses Summary

For the Period Ending January 31, 2024

(Unaudited)

FISCAL

January
2024

YTD
2023/24

BUDGET
2023/24

58% OF
BUDGET

YEAR END FY
2022/23

REVENUE

| | | | | | |
|-------------------------|------------|--------------|--------------|-----|--------------|
| Operational Revenue | \$ 257,011 | \$ 1,524,741 | \$ 2,286,800 | 67% | \$ 2,189,652 |
| Non-Operational Revenue | - | 44,131 | 82,300 | 54% | 69,760 |

TOTAL REVENUES

257,011 1,568,872 2,369,100 66% 2,259,411

EXPENSE

| | | | | | |
|-------------------------------------|--------|---------|---------|-----|---------|
| Salaries & Benefits | 67,546 | 420,708 | 790,200 | 53% | 769,197 |
| Supply & Treatment | 22,131 | 175,644 | 860,600 | 20% | 659,665 |
| Other Operating Expense | 24,392 | 101,188 | 250,000 | 40% | 284,366 |
| General & Administrative | 17,563 | 206,255 | 352,200 | 59% | 306,915 |
| System Improvements & Miscellaneous | - | 1,830 | 116,000 | 2% | 93,641 |

TOTAL EXPENSE

131,632 905,625 2,369,000 38% 2,113,783

NET INCOME / (LOSS)

125,379 663,247 100 145,628

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending January 31, 2024

(Unaudited)

| | | FISCAL | | | |
|---------------------------------------|----------------|------------------|------------------|------------|------------------|
| | January | YTD | BUDGET | 58% OF | YEAR END FY |
| | 2024 | 2023/24 | 2023/24 | BUDGET | 2022/23 |
| Operational Revenues | | | | | |
| Water Sales | \$ 152,076 | \$ 925,884 | \$ 1,322,500 | 70% | \$ 1,258,012 |
| Service Charges | 77,860 | 463,664 | 750,700 | 62% | 727,699 |
| Customer Charges | 3,667 | 25,760 | 43,000 | 60% | 42,587 |
| Fire Service | 23,408 | 109,433 | 170,600 | 64% | 161,354 |
| Misc Income | - | - | - | N/A | - |
| <i>Total Operational Revenues</i> | 257,011 | 1,524,741 | 2,286,800 | 67% | 2,189,652 |
| Non-Operational Revenues | | | | | |
| Contamination Reimbursement | - | 44,131 | 82,300 | 54% | 69,760 |
| <i>Total Non-Operational Revenues</i> | - | 44,131 | 82,300 | 54% | 69,760 |
| TOTAL REVENUES | 257,011 | 1,568,872 | 2,369,100 | 66% | 2,259,411 |
| Salaries & Benefits | | | | | |
| Administrative Salaries | 20,844 | 141,352 | 258,853 | 55% | 258,574 |
| Field Salaries | 27,327 | 150,874 | 263,393 | 57% | 266,182 |
| Employee Benefits | 10,233 | 67,279 | 152,954 | 44% | 133,488 |
| Pension Plan | 5,885 | 38,199 | 73,000 | 52% | 70,311 |
| Payroll Taxes | 3,258 | 19,724 | 36,000 | 55% | 35,466 |
| Workers Compensation | - | 3,281 | 6,000 | 55% | 5,176 |
| <i>Total Salaries & Benefits</i> | 67,546 | 420,708 | 790,200 | 53% | 769,197 |
| Supply & Treatment | | | | | |
| Purchased Water - Leased | - | - | 348,250 | 0% | 229,096 |
| Cyclic Water Storage | - | - | - | N/A | - |
| Cyclic Water Capitalized | - | - | - | N/A | - |
| Cyclic Water Storage | - | - | - | N/A | - |
| Purchased Water - Other | 1,097 | 8,764 | 20,000 | 44% | 14,110 |
| Power | 21,034 | 153,644 | 205,000 | 75% | 167,911 |
| Assessments | - | 13,236 | 265,350 | 5% | 235,610 |
| Treatment | - | - | 7,000 | 0% | 5,498 |
| Well & Pump Maintenance | - | - | 15,000 | 0% | 7,439 |
| <i>Total Supply & Treatment</i> | 22,131 | 175,644 | 860,600 | 20% | 659,665 |
| Other Operating Expenses | | | | | |
| General Plant | 571 | 4,089 | 45,000 | 9% | 34,783 |
| Transmission & Distribution | 19,759 | 47,089 | 85,000 | 55% | 125,255 |
| Vehicles & Equipment | - | 131 | 40,000 | 0% | 45,702 |
| Field Support & Other Expenses | 3,320 | 26,372 | 42,000 | 63% | 43,765 |
| Regulatory Compliance | 742 | 23,507 | 38,000 | 62% | 34,861 |
| <i>Total Other Operating Expenses</i> | 24,392 | 101,188 | 250,000 | 40% | 284,366 |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending January 31, 2024

(Unaudited)

| | January 2024 | FISCAL YTD 2023/24 | BUDGET 2023/24 | 58% OF BUDGET | YEAR END FY 2022/23 |
|--|-----------------|--------------------------|-------------------|------------------|------------------------|
| General & Administrative | | | | | |
| Management Fee | - | 102,520 | 207,200 | 49% | 203,030 |
| Office Expenses | 3,759 | 17,053 | 29,000 | 59% | 37,110 |
| Insurance | - | 20,756 | 19,500 | 106% | 21,305 |
| Professional Services | 11,004 | 42,845 | 45,000 | 95% | 6,396 |
| Customer Accounts | 2,698 | 18,136 | 33,000 | 55% | 32,189 |
| Public Outreach & Conservation | - | 3,954 | 12,000 | 33% | 4,872 |
| Other Administrative Expenses | 103 | 991 | 6,500 | 15% | 2,012 |
| <i>Total General & Administrative</i> | 17,563 | 206,255 | 352,200 | 59% | 306,915 |
| Other Exp. & System Improvements (Water Ops Fund) | | | | | |
| Fire Hydrant Repair/Replace | - | 681 | 28,000 | 2% | 10,076 |
| Service Line Replacements | - | - | 30,000 | 0% | 36,461 |
| Valve Replacements & Installations | - | - | 28,000 | 0% | 21,461 |
| SCADA Improvements | - | 1,149 | 30,000 | 4% | 2,575 |
| Groundwater Treatment Facility Feas. Study | - | - | - | N/A | 15,167 |
| Fence at the Plant | - | - | - | N/A | 7,900 |
| <i>Total Other & System Improvements</i> | - | 1,830 | 116,000 | 2% | 93,641 |
| TOTAL EXPENSES | 131,632 | 905,625 | 2,369,000 | 38% | 2,113,783 |
| NET INCOME / (LOSS) | 125,379 | 663,247 | 100 | | 145,628 |



**Item 8
Action /
Discussion Items**

STAFF Report



Meeting Date: February 26, 2024

To: Honorable Board of Directors

Subject: Operation & Management of Industry Public Utilities' Waterworks System, also referred to as the City of Industry Waterworks System

Purpose: *Consideration of Amending and Restating Agreement with the City of Industry for the Operation and Management of the Industry Public Utilities' Waterworks System, also Referred to as the City of Industry Waterworks System.*

Recommendation: *Authorize the General Manager to Execute the Amended Agreement with the City of Industry for Operation & Management Services of the Industry Public Utilities' Waterworks System.*

Fiscal Impact: *Revenues received for the operation and management of the Industry Public Utilities' Waterworks System provide a benefit to the District by offsetting expenses related to salaries and benefits. Revenue projections from this agreement are within budget appropriations of the 2024 District Budget.*

Previous Related Action: *On October 14, 2010, the District approved an agreement with the City of Industry for operation and management of the City of Industry Waterworks System.*

BACKGROUND

In February 2004, the District entered into an agreement with the City of Industry (City) to Operate and Manage the City of Industry's Potable Water System, known now as the Industry Public Utilities Waterworks System or City of Industry Waterworks System (CIWS). In March 2006, the District and City amended this agreement to modify the annual management fee paid to the District and modify the language that defines what operating expenses would be the responsibility of the City to pay through the water system revenues. In addition, in 2010, the City and District signed an amendment to extend the original term by ten years and modify/delete certain language. As a result of this agreement, the IPU Waterworks System has resulted in a positive net income from the water system.

SUMMARY

Over the past months, both City and District staff discussed amending the existing agreement by changing/updating sections to reflect comments from both entities. The enclosed Amended and Restated Agreement for the Operations and Management of the City of Industry Waterworks System is a result of efforts by City and District staff along with their respective legal teams.

Below is a summary of changes to the agreement between the City and the District.

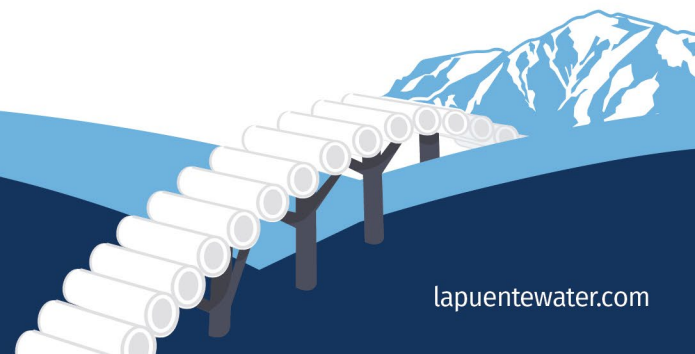
1. Increasing written approval from \$10,000 to \$25,000 for engaging an outside service provider, consultant, or contractor to work on the IPU Waterworks System or to provide services or advice with respect to the System or the District's operation and management of the System.
2. Deleting language pertaining to a termination fee of \$25,000 in the event that the IPU and City terminate the agreement.
3. Changed compensation terms to remove annual management fee paid to the District. District will be reimbursed for fully burdened labor cost related to 6.5 full time positions.
 - a. This change was based on the number of employees needed to operate the system when compared to agencies similar in size.
4. Changed vehicle and equipment reimbursement from a variable expense to a fixed expense via a monthly rate sheet.
5. Added language to clearly separate operational expenses and labor cost.
6. Added language to have District provide additional documentation related to Accounting reports and records.
7. Modified language pertaining to Emergency Response documents to cooperate and determine which entity will be responsible for preparing and updating the Emergency Response Plan.
8. Updated insurance language so the City or IPU procures and maintains liability and property insurance. The District will still maintain its own liability and auto coverage limits.
9. Added District indemnification language that the District's indemnification obligation shall not apply to the extent such claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs result from the City's or IPU's sole negligence or relate to groundwater contamination not caused by the District.

FISCAL IMPACT

IPU Waterworks System revenues have a positive net income as a result of shared operational expenses between La Puente Valley County Water District and the IPU Waterworks System. Revenues received for the operation and management of the Industry Public Utilities' Waterworks System provide a benefit to the District by offsetting expenses related to salaries and benefits. Revenue projections from this agreement are within budget appropriations of the 2024 District Budget.

RECOMMENDATION

Authorize the General Manager to execute the amended agreement with the City of Industry for Operation & Management Services of the Industry Public Utilities' Waterworks System.



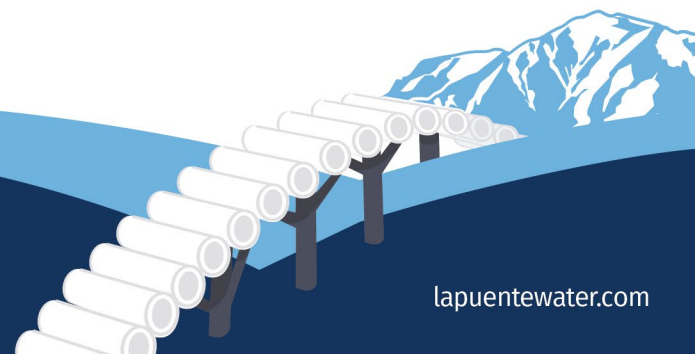
Respectfully Submitted,



Roy Frausto
General Manager

ENCLOSURES

- 2024 Amended and Restated Agreement for Operation and Management of City of Industry's Waterworks System



**2024 AMENDED AND RESTATED AGREEMENT FOR
OPERATION AND MANAGEMENT OF
CITY OF INDUSTRY’S WATERWORKS SYSTEM**

THIS 2024 AMENDED AND RESTATED AGREEMENT FOR OPERATION AND MANAGEMENT OF CITY OF INDUSTRY’S WATERWORKS SYSTEM (the “Agreement”) is made and entered into this _____ day of _____, 2024 (“Effective Date”), by and between the CITY OF INDUSTRY, a municipal corporation (the “City”), INDUSTRY PUBLIC UTILITIES, a public agency (“IPU”), and LA PUENTE VALLEY COUNTY WATER DISTRICT, a county water district (the “District”). The City, IPU and District are collectively referred to herein as “Parties”, and individually as “Party”.

RECITALS

A. The City presently owns a potable water distribution system (the “System”) that provides water to businesses and residents in the areas set forth on the map attached hereto as Exhibit A, and incorporated herein by reference.

B. The System consists of approximately four (4) wells and other production facilities, one hundred eighty two thousand (182,000) feet of pipeline, three (3) storage tanks, five (5) booster pump stations, and other related water storage and distribution facilities, most of which are identified on Exhibit B, attached hereto and incorporated herein by reference.

C. Pursuant to Section 7.12.010 of the City’s Municipal Code (“Code”), the IPU manages and controls the System. Given the provisions of the City’s Code, it is necessary for the IPU to be a party to this agreement, and to authorize the District to operate and manage the System.

C. In an effort to provide water at a reasonable cost, and as permitted pursuant to Section 13.01.020 of the City’s Municipal Code, the City and District entered into that certain AGREEMENT FOR OPERATION AND MANAGEMENT OF CITY OF INDUSTRY POTABLE WATER SYSTEM (the “2004 Agreement”) dated February 12, 2004, whereby the District agreed to operate and manage the City’s System and the City agreed to compensate the District for that effort as set forth in the 2004 Agreement.

D. The 2004 Agreement was amended by the FIRST AMENDMENT TO AGREEMENT FOR OPERATION AND MANAGEMENT OF CITY OF INDUSTRY POTABLE WATER SYSTEM effective March 1, 2006 (the “First Amendment”), and then was completely restated by the AMENDED AND RESTATED AGREEMENT FOR OPERATION AND MANAGEMENT OF CITY OF INDUSTRY POTABLE WATER SYSTEM, dated and effective October 14, 2010 (the “Restated Agreement”).

E. The Parties desire to further amend and restate the Restated Agreement to, among other things, include the IPU as a party to the agreement, and extend the term of their agreement for fifteen (15) years beyond the current termination date.

F. The Parties, therefore, hereby delete and revoke in their entirety the provisions of the Restated Agreement, and substitute in full the following provisions.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Operation and Management of System.

1.1. During the term of this Agreement (as set forth in Section 2, below) and for the compensation set forth in Section 3, below, and the further considerations set forth in this Agreement, pursuant to Industry Municipal Code Chapter 7.12 Water and Sewer Services, and Title 13 Water and Sewers, the District will operate, maintain and manage the System utilizing skilled and certified personnel experienced in the operation of a water distribution system. In the event the District determines to engage an outside service provider, consultant or contractor to work on the System or to provide services or advice with respect to the System or the District's operation and management of the System, the District shall first obtain prior written approval of such engagement by the Public Utilities Director or City Engineer, if the particular engagement is likely to result in charges against the System revenues in excess of Twenty-Five Thousand Dollars (\$25,000.00) in any calendar year; provided the foregoing approval requirement shall not apply to emergency situations when the District, acting reasonably and in good faith, determines the immediate engagement of such service provider, consultant or contractor is necessary. If an emergency situation occurs, the District shall inform in writing the Public Utilities Director or City Engineer within 24 hours following discovery of the emergency situation.

1.2. The District shall perform all routine and preventive maintenance and repair of the System's facilities as necessary for the efficient operation of the System, including appropriate contractual arrangements for the exchange of water supplies between the District's water system and the System, and shall perform all billing, collection, disbursements, accounting and record-keeping functions related to the System; provided that the District shall establish a separate and distinct account or accounts for the deposit of revenues generated by the System and payment of Operating Expenses as defined in Section 4, below, and other payments authorized hereunder. The IPU shall, to the extent not already provided, provide the District with any customer or other information in electronic form which is necessary for the District to perform billing function for the System.

2. Term. The term of this Agreement shall commence on the Effective Date, and shall terminate on March 31, 2039, unless otherwise agreed in writing by the Parties. If any Party, at any time, in the exercise of its reasonable discretion, determines that the Agreement is not workable and within thirty (30) days after giving written notice to the other Parties a suitable revision to this Agreement cannot be agreed upon by the Parties, any Party may request in writing that this Agreement be terminated not less than ninety (90) days after giving of such written notice to terminate the Agreement. This Agreement may be extended beyond its term by the Parties' written agreement. In the event the Agreement is terminated under this provision, the Parties agree to reasonably cooperate during the ninety (90) day notice period in the transition from the District of the operation and management of the System.

3. Compensation. The Parties shall be compensated hereunder by the division of the revenues generated by the System, as follows:

3.1. For each calendar year, or portion thereof, during which this Agreement is in effect, the District shall employ and be reimbursed for fully burdened labor cost, as described below, for the following positions to operate and manage the System:

- 1 FT - General Manager (50%)
- 1 FTE– Superintendent
- 1 FTE - Office Manager or Customer Service/Accounting Supervisor
- 2 FTE - Customer Service/Accounting Clerk I or II
- 2 FTE – Water System Operator I or II or Water System Lead

With the exception of the General Manager position, reimbursement to the District for said positions shall include the fully burdened salary, including but not limited to, employer share of employment taxes and costs of employee benefits, including vacation, health and dental insurance premiums, and retirement benefits paid by the District, and workers' compensation insurance premiums paid by the District. During the term of this Agreement, the General Manager position's fully burdened rate may not increase in any District fiscal year by more than ten percent (10%) without the prior written consent of the Public Utilities Director, which consent may not be unreasonably withheld if District provides reasonable economic justification for the increase. A salary schedule setting forth the salary and hourly rates of said employees who will perform services related to operation and management of the System is attached hereto as Exhibit C, and incorporated herein by reference. Exhibit C is subject to revision by the District upon at least sixty (60) days' written notice to IPU to reflect any increase or decrease in such salary or hourly rates, but at no point shall any of the salary or hourly rates set forth in Exhibit C increase more than five percent per fiscal year.

3.2. For each calendar year, or portion thereof, during which this Agreement is in effect, the District shall pay itself on a monthly basis from the revenues generated by the System for utility vehicle and equipment cost to operate and manage the System. A rate sheet setting forth the monthly cost for vehicle and equipment is attached hereto as Exhibit D and incorporated herein by reference. Exhibit D is subject to revision by the District upon at least sixty (60) days' written notice to IPU to reflect any increase or decrease in such monthly rates. Notwithstanding the foregoing, the rates set forth in Exhibit D shall not increase more than five percent per fiscal year.

3.3. During each calendar year while this Agreement is in effect, the District shall pay itself on a monthly basis from the revenues generated by the System all labor costs specified in Section 3.1 and any Operating Expenses (as defined in Section 4, below) as they come due.

3.4. For each calendar year, or portion thereof, during which this Agreement is in effect, from revenues generated by the System which remain after payments required under subsections 3.1 and 3.2, above, if any, unless otherwise directed in writing by the IPU, the District shall pay the IPU the sum of \$100,000.00 concurrently with the submission of the annual accounting under Section 5.

3.5. For each calendar year, or portion thereof, during which this Agreement is in effect, after payment of the sums under subsections 3.1, 3.2 and 3.3, above, if any, unless otherwise directed in writing by the IPU, the District shall pay the IPU any remaining revenues generated by the System during any calendar year, concurrently with the submission of the annual accounting under Section 5.

3.6. In the event of a termination of this Agreement pursuant to Section 2, above, the District shall promptly prepare a final accounting and report through the date of termination, and any remaining net revenues shall be divided between the Parties in accordance with this Section 3.

4. Operating Expenses. For purposes of this Agreement, “Operating Expenses” shall mean all the other variable and less predictable expenses the District incurs in operating, managing, maintaining and repairing the System, including but not limited to, all assessments, levies or fines imposed by the Main San Gabriel Basin Watermaster (unless such fines are imposed as a result of the acts or omissions of the District); provided that such Operating Expenses shall not include any labor costs set forth in Section 3.1. Operating Expenses under this Agreement shall also include any attorneys' fees the District incurs in the preparation of this Agreement and in connection with any third party disputes or legal proceedings connected with the operation and management of the System (including concerning any claims of groundwater contamination), all master planning expenses incurred in connection with the preparation of a master plan for future improvements to the System, as more specifically set forth in Section 6, below, all costs incurred in preparation of an Emergency Response Plan, if any, as set forth in Section 6, below, all Rate Studies prepared by or for the District related to the System and any increase in insurance premiums the District incurs which is attributable to its insurance of the System pursuant to Section 7, below. Notwithstanding the foregoing sentence, the City reserves the right, at its cost, to engage its attorney or engineer to provide services related to the operation and management of the System, and, subject to Section 18, below, in no event shall the District be entitled to charge as an Operating Expense of the System any attorneys' fees it incurs in connection with a dispute between the parties arising out of this Agreement. Operating Expenses excludes any expenditures incurred for Capital Improvements, as further defined in Section 6, below. The District shall implement an appropriate cost accounting system to track and appropriately allocate the Operating Expenses it incurs.

5. Annual Budgets, Accounting Reports and Audit Rights.

5.1 Annual Budgets. The District shall provide the IPU and City with a budget on a fiscal year basis, July 1 – June 30, subject to mid-year adjustment by the District, which details the estimated costs and expenses associated with providing the IPU and City with the services and operating and managing the system as contemplated under this Agreement. The Public Utilities Director shall decide whether to approve such budgets and, if applicable, any adjustments thereto, within thirty (30) days after the IPU and City's receipt of the applicable budget or proposed adjustment. Such approval, if any, shall be in writing and shall be binding upon the IPU and City.

5.2 Accounting Reports and Audit Rights. The District shall provide quarterly reports to the Public Utilities Director and City Manager regarding the System's revenues and expenses.

Such reports shall be provided by the 4th Thursday of the month following the end of each calendar quarter (i.e., March 31, June 30, September 30 and December 31) and shall include appropriate supporting documents justifying expenses paid by or allocated to the System, such as copies of bills from outside service providers, consultants or contractors. The District shall provide monthly accounting reports to the IPU and City's Finance Department within thirty (30) days after the end of each month. The IPU and/or City shall have the right upon forty-eight (48) hours written notice to inspect, at the IPU and/or City's cost and expense, the District's accounting records and supporting documentation to verify that all revenues and expenses related to the System are properly accounted. Supporting documents shall include, but are not limited to, bank deposit slips, customer remittances, customer check copies, vendor invoices including service providers, consultants or contractors, time records supporting hours the District's employees worked on the System, salary information for these employees and records to support employee related costs and benefits charge to the City.

6. Capital Improvements; Master Plan; and Emergency Response Plan.

Notwithstanding any other provision of this Agreement to the contrary, the IPU and/or City shall be responsible for funding the cost of any Capital Improvements to the System. For purposes of this Agreement, "Capital Improvement" shall mean any major (i.e., an improvement the cost of which exceeds \$10,000) improvement to a facility or component of the System which adds to, replaces or extends the useful life of that facility or component. The District will periodically undertake an evaluation of the System to determine necessary short-term and long-term capital improvements to the System. That evaluation shall be considered, after consultation with the Public Utilities Director and City Manager, as a component in the updated master plan to subsequently be approved and adopted by the IPU or City, and updated every five years thereafter, with respect to such necessary improvements to the System. The IPU, City and District shall cooperate in determining which entity will be responsible for preparing and updating the Emergency Response Plan relating to the System (the "ERP"), which was updated in 2021 and shall be updated annually thereafter, as required under federal law. Any such preparation or updates to the ERP shall be accomplished using System-generated revenues. The Parties shall also cooperate with respect to preparation and implementation of the work contemplated by the master plan.

7. Insurance. For so long as this Agreement remains in effect, the City or IPU shall procure and maintain appropriate liability and property insurance covering the System and its facilities and components. The District will procure and maintain its own general liability and automobile coverage with coverage limits of \$55,000,000, as well as public officials' liability and employment practices coverage with those same coverage limits. The District shall also maintain workers compensation coverage as required by California law. All coverage provided by the District under this Section 7 shall be subject to the review and approval of the Public Utilities Director and IPU General Counsel, which approval shall not be unreasonably delayed, conditioned or withheld. The IPU and City shall be named as an additional insured on all of such policies which apply to the System, and the District shall provide certificates of such insurance to the IPU and City within ten (10) days after this Agreement is approved by the Parties. The District shall not reduce or cancel any such insurance coverage without providing the City at least thirty (30) days' written notice.

8. **Payment of Taxes.** Notwithstanding any other provision of this Agreement to the contrary, the IPU and/or City shall remain responsible for paying any real property and personal property taxes, if any, attributable to the System.

9. **Rate Setting.** The IPU shall retain ultimate responsibility for setting of all water rates and charges to be charged to the System's customers, but shall consult with the District regarding any adjustment to the rates and charges in place as of November, 2022.

10. **Additions to Water System.** In the event any additions or modifications to the System are required to accommodate new service connections or new development, such modifications or additions shall be paid for by the party requesting such modifications or additions, or by the City, as the City shall determine in its discretion.

11. **Assignment of Water Rights and Designation of Watermaster Representation.** For so long as this Agreement remains in effect, the City shall assign to the District, as necessary to continue to provide water service to the System's customers and at no cost to the District, water production rights in the Main San Gabriel Basin which the City possesses and which are not otherwise encumbered. In addition, for so long as this Agreement remains in effect, the District's General Manager shall be designated as the City's representative to the Main San Gabriel Watermaster.

12. **Baldwin Park Operable Unit Settlement.** In the event the City receives any revenue arising from or connected with the contamination of its wells or reimbursing the City for costs incurred to obtain replacement water or from a third party for Operating Expenses or other System costs, such funds shall be provided to the District and considered as revenue of the System. Notwithstanding the foregoing, in the event that the City incurred costs associated with obtaining replacement water or other costs associated with the contamination of its wells, said reimbursement shall be the sole property of the City, and shall not be paid to the District, and shall not be considered as revenue of the System.

13. **Indemnification.** The IPU and City shall indemnify the District and its employees, agents, contractors, directors and officers, against, and hold the District and its employees, agents, contractors, directors and officers, harmless from any liabilities, costs (including reasonable attorneys' fees and litigation costs), claims, actions and damages resulting from: (i) claims related to the System that arose before March 1, 2004; and (ii) fire flow deficiencies in the System. The District shall indemnify, defend and hold harmless the IPU and City and any and all of each respective entity's employees, officials, agents, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the District or by any individual or agency for which the District is legally liable, including but not limited to officers, agents, employees or subcontractors of the District; provided, however, that the District's indemnification obligation shall not apply to the extent such claims, suits, actions, arbitration proceedings,

administrative proceedings, regulatory proceedings, losses, expenses or costs result from the City's or IPU's sole negligence or relate to groundwater contamination not caused by the District.

In the event the IPU and/or City's respective officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the District's performance of the services encompassed by this Agreement, and upon demand by IPU and/or City, the District shall have an immediate duty to defend the IPU and City at the District's cost or at IPU and/or City's option, to reimburse the IPU and/or City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by IPU and/or City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between the District and IPU and/or City, as to whether liability arises from the sole negligence of the IPU or City or their respective officers, employees, or agents, the District will be obligated to pay for IPU and/or City's defense until such time as a final judgment has been entered adjudicating the IPU or City as solely negligent. The District will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

14. Representation and Warranties. The City represents and warrants that it owns the System and its facilities and components; that the revenues derived from the System are unencumbered and not pledged to any third party and that, to the best of its knowledge, entering into this Agreement does not violate any agreement to which the IPU or City is a party; and that each entity has the power and authority to enter into this Agreement.

15. No Promises. The Parties acknowledge that they have entered into this Agreement without relying on any promise or representation from the other party with respect to the expected revenue to be generated through the Agreement or any expected distributions hereunder.

16. Prohibition Against Assignment. This Agreement may not be assigned by any Party without the written consent of the non-assigning parties.

17. Successors and Assigns. Subject to Section 16, above, the Parties' respective rights under this Agreement will inure to the benefit of, and be binding upon, their respective successors and assigns.

18. Attorneys' Fees. In the event of any action, proceeding or arbitration arising out of or related to this Agreement, the prevailing party in such action, proceeding or arbitration shall recover from the other Party its reasonable attorneys' fees, costs and expenses incurred in such action, proceeding or arbitration.

19. Dispute Resolution. In the event of any dispute between the Parties arising from or connected with this Agreement, the Parties shall take the following steps to resolve such dispute:

19.1. Upon such a dispute arising, an aggrieved Party shall provide written notice of the dispute to the other parties and within ten (10) days of that notice, the Parties shall meet and confer in a good faith attempt to resolve that dispute.

19.2. If the Parties do not resolve the dispute through the meet and confer process under subsection 19.1, within seven (7) days after that conference, the Parties shall engage a neutral third party experienced in water system operations to act as a mediator in an attempt to resolve the dispute; provided, that if the Parties cannot agree upon a mediator within that seven (7) day period, the matter shall be submitted to JAMS/Endispute for assignment to an appropriate mediator. The mediation of the dispute shall occur promptly, but in no event more than thirty (30) days after the mediator is selected. The Parties shall equally divide the cost of such mediation.

19.4. A Party's right to terminate this Agreement under Section 2, above, shall not be considered a dispute subject to the notice, and meet and confer procedure specified in this Section 19; however, any dispute arising from or connected with implementation of the termination shall be subject to the procedures set forth in this Section 19.

20. Notices. Any notice required or desired to be given hereunder by either party to the other must be in writing and may be effected by personal delivery, facsimile transmission, overnight delivery or registered or certified mail at the addresses listed below or at such other address as either party may notify the other:

If to District: General Manager
La Puente Valley County Water District
P. O. Box 3136
112 North First Street
La Puente, CA 91744
Telephone: (626) 330-2126
Facsimile: (626) 330-2679

If to City: Public Utilities Director/City Manager
City of Industry Public Utilities
15625 Mayor Dave Way
City of Industry, CA 91744-0366
Telephone: (626) 333-2211
Facsimile: (626) 961-6795

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue for any cause of action is Los Angeles County, California.

22. Severability. Each provision of this Agreement is intended to be severable. If any provision is for any reason held to be invalid, illegal or unenforceable in any respect, such holding will not affect the validity or enforceability of any other provision, and the Agreement will be construed as if the invalid, illegal or unenforceable provisions were never a part thereof.

23. Amendments. This Agreement may be amended or modified at any time by a writing executed and agreed upon by the Parties.

24. **Waiver.** Waiver by either Party of any term or condition of this Agreement or any breach hereof will not operate or be construed as a waiver of any other term or condition or subsequent breach.

25. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements, arrangements and communications between the Parties, whether oral or written, regarding the matters set forth herein.

26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which together will constitute on and the same instrument.

27. **Authority.** Each person executing this Agreement represents that he/she has full power and authority to do so and that the respective governing body of each Party has approved this Agreement and authorized its execution.

28. **Status of The District.**

28.1 In performing services under this Agreement, the District is and will at all times remain a wholly independent contractor.

28.2 The personnel performing the services under this Agreement on behalf of the District will at all times be under the District's direction and control. The District agrees that it will not at any time or in any manner represent that District or any of the District's officers, employees or agents are in any manner officials, officers, or employees of City. Neither the IPU nor City nor any of their respective officers, employees, or agents shall have control over the conduct of the District or any of District's officers, employees, or agents, except as set forth in this Agreement. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the IPU or City. Except as set forth in this Agreement, the District shall not incur or have the power to incur any debt, obligation, or liability whatever against the IPU or City, or bind the IPU or City in any manner.

28.3 Neither the District, nor any of the District's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the IPU or City's employees. The District expressly waives any claim to any such rights or benefits.

28.4 The District shall indemnify, defend and hold harmless, the IPU and City's respective elected officials, officers, employees, volunteers and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the classification of the District's, or by any individual or agency for which the District is legally liable, including but not limited to officers, agents, employees

or subconsultants of the District, service as anything other than as an independent contractor. The indemnity provisions set forth in this Section 28.4 are effective as of January 1, 2020, and shall survive the termination of this Agreement, and are in addition to any other rights or remedies the IPU and City may have under the law.

29. Subcontractors

Before retaining or contracting with any subconsultant for any services under this Agreement, District ensure that any contract with said subconsultant includes an indemnity provision similar to the one provided herein and identifying IPU and City as indemnified parties, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from IPU and City for such insurance.

Notwithstanding District's use of any subconsultant, District is responsible to IPU and City for the performance of its subconstultant as it would be if District had performed the services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between IPU and/or City and any subconsultant contracted by the District. District is solely responsible for payments to any subconsultants. District shall indemnify, defend and hold harmless the IPU and City's respective elected officials, officers, employees and agents for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the Effective Date.

CITY OF INDUSTRY

**LA PUENTE VALLEY
COUNTY WATER DISTRICT**

By: _____
Cory C. Moss, Mayor

By: _____
William Rojas, President

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso
City Attorney

APPROVED AS TO FORM:

By: _____
James D. Ciampa
District General Counsel

INDUSTRY PUBLIC UTILITIES

By: _____
Cory C. Moss
President

ATTEST:

Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM:

By: _____
James M. Casso, General Counsel

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EXHIBIT A

**City of Industry Waterworks
Boundary Map**

[Attached]

Exhibit A - CIWS Boundary Map

Legend
CIWS Boundary



EXHIBIT B

**City of Industry Waterworks
Inventory of Wells**

[Attached]

EXHIBIT B
(Page 1 of 4)

City of Industry Waterworks System – Inventory of Wells

| Well Number | Year of Installation | Well Capacity (gpm) | Depth of Well (ft) | Depth to Highest Perforation (ft) | Casing Diameter (in) | Energy Source | Well Location (DWR) | Recordation Number | Well Status |
|-------------|----------------------|---------------------|--------------------|-----------------------------------|----------------------|---------------|---------------------|--------------------|-------------|
| 1 | 1912 | | 200 | | | | 1S / 11W-26 | 1902581 | Abandoned |
| 2 | 1976 ¹ | | 281 | | | Electric | 1S / 11W-26 | 1902582 | Inactive |
| 3 | 1989 ² | 3300 | 800 | 378 | 20 | Gas | 1S / 11W-26 | 8000078 | Inactive |
| 4 | 1984 | 4000 | 1000 | 310 | 20 | Electric | 1S / 11W-26 | 8000096 | Inactive |
| 5 | 1984 | 1200 | 980 | 380 | 20 | Electric | 1S / 11W-26 | 8000097 | Active |

¹ Well No. 2 was originally drilled in 1926 and re-drilled in 1976

² Well No. 3 was originally drilled in 1962 and re-drilled in 1989

EXHIBIT B
(Page 2 of 4)

City of Industry Waterworks System - Pipe Inventory

| Pipe Material & Length (feet) | Diameter (inches) |
|--------------------------------------|-------------------|
| Asbestos-Cement Pipe (AC) | |
| 82 | 1 |
| 1,456 | 2 |
| 175 | 2.5 |
| 10,015 | 4 |
| 25,185 | 6 |
| 21,069 | 8 |
| 7,884 | 10 |
| 19,353 | 12 |
| 3,979 | 14 |
| 42,958 | 16 |
| 500 | 18 |
| 78 | 20 |
| Ductile Iron Pipe (DIP) | |
| 181 | 6 |
| 3,083 | 8 |
| 886 | 10 |
| 1,409 | 12 |
| 7,275 | 14 |
| 1,849 | 16 |
| 537 | 18 |
| Polyvinyl Chloride Pipe (PVC) | |
| 280 | 1 |
| 69 | 2 |
| 1,589 | 4 |
| 660 | 6 |
| 1,329 | 8 |
| Steel Pipe | |
| 276 | 1 |
| 11,050 | 2 |
| 886 | 2.5 |
| 1,829 | 3 |
| 1,647 | 4 |
| 6,323 | 6 |
| 660 | 8 |
| 515 | 10 |
| 5,211 | 12 |
| 1,136 | 16 |
| 216 | 20 |
| TOTAL PIPE | |
| 181,630 | LF |
| 34.4 | Miles |

EXHIBIT B
(Page 3 of 4)

City of Industry Waterworks System – Reservoir Inventory

| Name | Capacity (gallons) | Base Elevation (feet) | Full Elevation (feet) | Tank Material | Year Completed |
|---------------------|-------------------------------|--------------------------------------|--------------------------------------|--------------------------|---------------------------|
| Lomas | 2,500,000 | 392 | 424 | Steel | 1986 |
| Industry Hills East | 2,500,000 | 743 | 775 | Steel | 1978 |
| Industry Hills West | 2,500,000 | 743 | 775 | Steel | 1978 |

EXHIBIT B
(Page 4 of 4)

City of Industry Waterworks System – Booster Pump Inventory

| Location | Power Source | Horsepower | Total Head (ft) |
|--|---------------------|-------------------|------------------------|
| <u>Well Site</u> | | | |
| Well 2 | Electric | | |
| Well 3* | Gas | 275 | |
| Well 4 | Electric | 200 | 235 |
| Well 5 | Electric | 200 | 430 |
| <u>Lomitas Booster Station**</u> | | | |
| Booster 1 | Electric | 50 | 100 |
| Booster 2 | Electric | 100 | 210 |
| Booster 3 | Electric | 100 | 100 |
| <u>Industry Hills Booster Station 1</u> | | | |
| Booster 1 | Electric | 75 | 195 |
| Booster 2 | Electric | 75 | 195 |
| Booster 3* | Gas | 150 | 195 |
| <u>Industry Hills Booster Station 2</u> | | | |
| Booster 1 | Electric | 75 | 175 |
| Booster 2 | Electric | 75 | 175 |
| Booster 3* | Gas | 150 | 175 |
| <u>Industry Hills Booster Station 3 (Inactive)</u> | | | |
| Booster 1 | Electric | 60 | 120 |
| Booster 2 | Electric | 40 | 120 |
| Booster 3* | Gas | 150 | 120 |
| <u>Lake Loop Booster Station</u> | | | |
| Booster 1 | Electric | 10 | 80 |
| Booster 2 | Electric | 10 | 80 |
| Booster 3 | Electric | 10 | 80 |
| *Natural gas supply engine driven pump - used as a backup in the event of power outage | | | |
| ** Emergency generator available | | | |

EXHIBIT C

**La Puente Valley County Water District
Salary & Benefits Billing Summary**

[Attached]

EXHIBIT C**LPVCWD****Salary & Benefits Billing Summary***Jan-24*

| Employee | No. | Fully Burden Wages, Benefits, & CalPERS Hourly Range | |
|--|------------|---|------------|
| | | Min | Max |
| General Manager | 40 | \$ 138.41 | \$ 173.85 |
| Operations & Maintenance Superintendent | 46 | \$ 117.23 | \$ 147.16 |
| Customer Service & Accounting Supervisor | 11 | \$ 91.61 | \$ 116.05 |
| Customer Service & Accounting Clerk II | 33 | \$ 58.90 | \$ 72.19 |
| Customer Service & Accounting Clerk I | 50 | \$ 54.61 | \$ 66.64 |
| Distribution Supervisor | 7 | \$ 93.70 | \$ 118.27 |
| Water Treatment & Supply Superintendent | 12 | \$ 117.24 | \$ 147.17 |
| Lead Water System Operator | 15 | \$ 85.10 | \$ 106.40 |
| Water System Operator I | 22 | \$ 68.70 | \$ 83.18 |
| Water System Operator II | 48 | \$ 75.96 | \$ 93.92 |
| Water System Maintenance Worker | 57 | \$ 55.21 | \$ 66.73 |
| HR Coordinator/Admin Assistant | 54 | \$ 74.68 | \$ 93.83 |

EXHIBIT D

**La Puente Valley County Water District
Vehicle and Equipment Cost Per Month**

[Attached]

EXHIBIT D

Vehicle and Equipment Cost Per Month

| <u>Assigned To</u> | <u>Vehicle #</u> | <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>Vehicle/Equipment Cost/Month</u> |
|-------------------------|------------------|-------------|---------------|--------------|---|
| Superintendent | 29 | 2012 | CHEVY | EQUINOX | \$ 175.00 |
| Distribution Supervisor | 30 | 2016 | FORD | 150 | \$ 175.00 |
| Distribution | 14 | 2000 | FORD | 450 | \$ 175.00 |
| Distribution | 17 | 2004 | FORD | 350.0 | \$ 175.00 |
| Distribution | 26 | 2009 | FORD | 350 | \$ 175.00 |
| Distribution | 28 | 2010 | FORD | 150 | \$ 175.00 |
| Production | 32 | 2017 | FORD | 250 | \$ 175.00 |
| Production | 33 | 2019 | CHEVY | C-1500 | \$ 175.00 |
| Distribution | 34 | 2019 | CHEVY | C-1500 | \$ 175.00 |
| Superintendent | 36 | 2023 | CHEVY | C-1500 | \$ 175.00 |
| Distribution | 37 | 2022 | CHEVY | C1500 | \$ 175.00 |
| Distribution | 38 | 2023 | FORD | F-550 | \$ 175.00 |
| GM | | | | | \$ 175.00 |
| <u>Equipment</u> | | | | | |
| Dump Truck | 22 | 2007 | FORD | 450 | \$ 175.00 |
| Dump Truck | 35 | 2023 | FORD | F650 | \$ 175.00 |
| Bobcat | 23 | 2007 | Bobcat | | \$ 175.00 |
| TM-7 Valve Machine | | 2004 | | | \$ 175.00 |
| Backhoe | 18 | 1991 | CASE | | \$ 175.00 |
| Backhoe | 31 | 2016 | 580N EP | | \$ 175.00 |
| Compressor #1 | 19 | | Ingersol Rand | | \$ 175.00 |
| Compressor #2 | 21 | | Ingersol Rand | | \$ 175.00 |
| TOTAL | | | | | \$ 3,675.00 |

STAFF Report



Meeting Date: February 26, 2024
To: Honorable Board of Directors
Subject: Updates to the District's Employee Policies and Procedures Manual

Purpose: *Update the Employee Policies and Procedures Manual to reflect updates made throughout the year and to comply with law changes.*

Recommendation: *Review and approve the enclosed Employee Policies and Procedures Manual (Employee Manual)*

Fiscal Impact: *No fiscal impact as a result of this action*

BACKGROUND

The Employee Policies and Procedures Manual (Manual) encompasses guidelines/policies on the following subjects:

1. Employment
2. Compensation
3. Benefits
4. Request for Reasonable Accommodation
5. Nondiscrimination and Complaint Procedure
6. Workplace Violence
7. Anti-Harassment and Complaint Procedure

The objective of the Manual is to provide fair and equitable management of the District's personnel. The Manual is intended to ensure uniform and fair treatment of applicants for employment and for District employees and to define obligations, rights, privileges, benefits and prohibitions for all employees of the District.

The District has reserved the right to amend, modify or delete any and all provisions contained in this Manual, including those concerning employee benefits, at any time and with or without notice, except for compliance with Government Code Section 54950 et seq. (the "Ralph M. Brown Act"). The Manual was last revised in December 2023.

SUMMARY

Periodically, staff reviews the Manual to identify necessary updates in alignment with new laws or recommended changes by our insurance provider, ACWA JPIA, or District Counsel. The revisions that staff is proposing are some recent statutory changes, per District Counsel.

For your review, enclosed is Resolution No. 301 and a summary of the proposed changes and the draft Manual.

FISCAL IMPACT

No fiscal impact as a result of this action.

RECOMMENDATION

Adopt Resolution No. 301 amending the current employee manual.

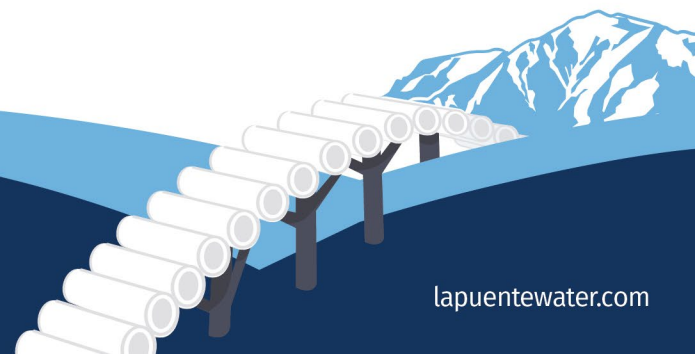
Respectfully Submitted,



General Manager

ENCLOSURES

- Enclosure 1: Summary Document
- Enclosure 2: Employee Manual
- Enclosure 3: Res. 301



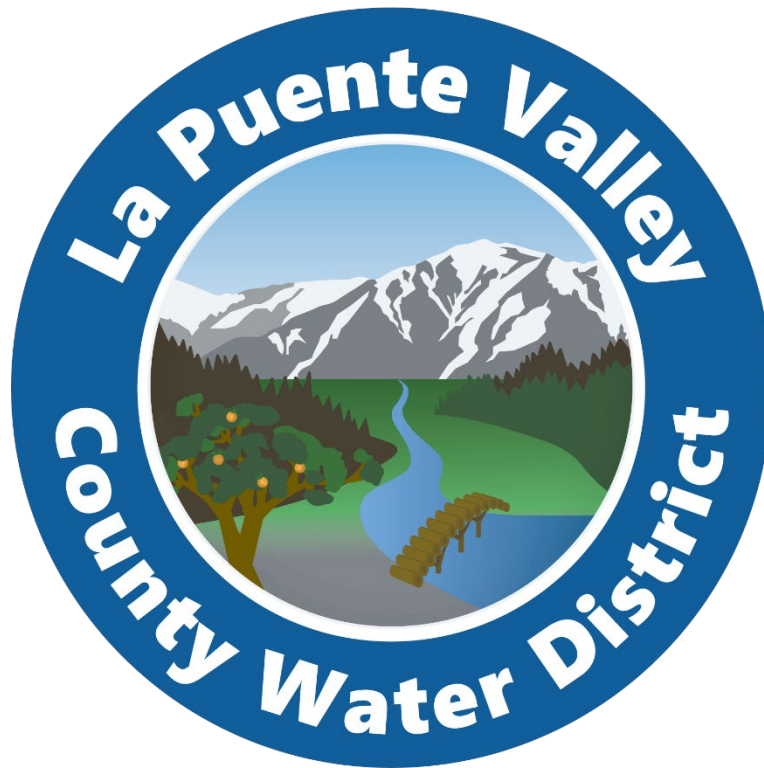
**LA PUENTE VALLEY COUNTY WATER DISTRICT
EMPLOYEE POLICES AND PROCEDURES MANUAL
Proposed Revisions Effective February 26, 2024**

| SECTION NO. | PROPOSED REVISIONS |
|--|--|
| Sec I – Preamble and Title | Changed to reflect new effective date |
| Sec II – Purpose | No Change |
| Sec III - Authority and Administration | No Change |
| Sec IV - Definitions | No Change |
| Sec V - Employment | |
| A. At Will Employment | No Change |
| B. Hiring of Employees | Updated to include a wider range of protected class members and language regarding cannabis testing. |
| C. Introductory Period | No Change |
| D. Periodic Employee Evaluation | No Change |
| E. Normal Workday | Updated to specify when the work week ends. |
| F. On-Call Duty | No Change |
| G. Policy Against Substance Abuse in the Workplace | Updated to include cannabis testing language |
| H. Smoking | No Change |
| I. Outside Employment | No Change |
| J. Job Injury | No Change |
| K. Disciplinary Action | No Change |
| L. Standards of Conduct | Updated to include cannabis testing language |
| M. Injury and Illness Prevention Program | No Change |
| N. Lactation | No Change |
| O. Dress Code and Safety | No Change |
| P. Electronic Communication | No Change |

| | |
|---|---|
| Q. Cell Phone Usage | No Change |
| R. Cell Phone Allowances | No Change |
| S. Anti-Fraud | No Change |
| T. Termination and Resignation | No Change |
| Sec VI - Compensation | |
| A. Employee Compensation | No Change |
| B. Overtime Pay | No Change |
| C. On-Call Pay | No Change |
| D. Timekeeping | No Change |
| E. Certification Bonus | No Change |
| F. Certification and Educational Reimbursement | No Change |
| G. Reimbursement of District Related Business | No Change |
| Sec VII – Benefits | |
| A. Vacation | Updated language to be more concise |
| B. Sick Leave | Updated to specify the minimum requirement per SB 616 and defines “designated person.” Also updated to include the requirement of submitting a doctor’s note. |
| C. Holidays | Updated to refine language. |
| D. Leave of Absence | No Change |
| E. Compassionate Leave | Updated to include that an employee may take up to (5) days of unpaid leave and update to language. |
| F. Reproductive Loss Leave | No Change |
| G. Leave Related to Military Service | No Change |
| H. School Suspension Leave | Section added |
| I. Victim of Sexual Assault/Domestic Violence Leave | Section Added |
| J. Victim of Crime and Judicial Proceedings Leave | Section Added |

| | |
|---|---|
| K. HIPAA | No Change |
| L. COBRA | No Change |
| M. Jury Duty | No Change |
| N. Time Off to Vote | No Change |
| O. Health, Dental, and Vision Insurance | No Change |
| P. Life Insurance | No Change |
| Q. Disability Insurance | No Change |
| R. Retirement Benefits and Deferred Compensation Plan | No Change |
| S. Retiree Health, Dental and Vision Benefits | No Change |
| T. Use of Vehicles | No Change |
| U. California Family Rights Act (CRFA) and Pregnancy Disability Leave (PDL) | Updated to include "designated person" definition. |
| V. Return to Work | No Change |
| Sec. VIII. Request for Reasonable Accommodation | No Change |
| Sec. IX - Non-Discrimination Policy and Complaint Procedure | |
| A. Non-Discrimination Policy | Updated to include expansion of protected class members. |
| B. Complaint Procedure | No Change |
| Sec. X - Workplace Violence | Updated to include language that the District will put in place a Workplace Violence Prevention Plan and training to all employees. |
| Sec. XI. Anti-Harassment and Compliant Procedure | |
| A. Anti-Harassment Policy | Updated to include expansion of protected class members. |
| B. Complaint Procedure | No Change |
| Employee Acknowledgement Form | Updated to include employees at will status and new acknowledgement date. |

EMPLOYEE POLICIES
AND
PROCEDURES MANUAL



Revised February 2024



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 December 11, 2023, 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 et seq. (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 requires 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 the 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.
- E.** Full-Time Regular Employee - All employees appointed by the General Manager for employment on a regular basis and work 40 hours per week. A Full-Time Regular Employee may be an Exempt or Non-Exempt employee.
- F.** General Manager - The General Manager of the District, duly appointed by a majority vote of the Board of Directors.
- G.** Non-Exempt Employee - Any employee who is paid wages for each hour of work performed and is eligible to receive overtime pay according to law.
- H.** Office Administrator – The employee who has been designated by the General Manager to carry out the duties of the position of Office Administrator as set forth in this Manual. The employee designated by the General Manager to serve in this capacity may vary pursuant to the matter to be addressed.
- I.** Part-Time Regular Employee - Any employee who is assigned a work schedule of less than 1000 hours per fiscal year. Such employees are not entitled to District benefits unless otherwise prescribed by law. See Section VII(N)(c) for exceptions.
- J.** 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 other than those stipulated by state and federal law, and is eligible to receive overtime pay according to law.
- K.** Intern – A part-time, temporary employee hired by the General Manager for the purpose of gaining hands-on work experience and completing work related tasks at the direction of the intern’s supervisor. This position is for a limited period of time, paid by the hour, and not provided District benefits other than those stipulated by state and federal law.

V. *EMPLOYMENT*

A. At-Will Employment

Employment with the District is “At-Will” for all employees and interns, with the exception of the General Manager who is employed under a contract with the District. 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. Because employment with the District is At Will, the guidelines in this Manual do not create any contractual or other rights (expressed or implied) for any employee in these classifications. 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 (including any hairstyle historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), religious creed, color, age, sex, sexual orientation, gender expression or identity, genetic information, physical handicap, national origin, ancestry, military or veteran status, reproductive health decisions, including a decision to use or access a particular drug, device, product or medical service for reproductive health, or any other protected class or characteristic under state or federal law. 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; provided, however, that any test for cannabis that detects nonpsychoactive metabolites will not adversely affect the applicant's potential for hiring. 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.
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 a position or employment may be laid off without disciplinary action and without the 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, the number of hours to be worked in a day or week, and the compensation the employee will receive.
6. Intern employees may be hired by the General Manager. The General Manager shall determine the term of employment, the number of hours to be worked in a day or week, and the compensation the employee will receive.

C. Introductory Period

1. Newly hired or re-hired Non-Management Full-Time Employees will serve an introductory period of six (6) months. Upon conclusion of the introductory period, the employees' performance will be evaluated. The General Manager may extend an employee's introductory period upon written notice to the employee.
2. Passing the introductory period with a satisfactory evaluation is a requirement for continued employment with the District. An introductory employee is employed At Will and 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. Newly hired employees must satisfactorily pass their introductory period to qualify for floating holidays, certification bonuses or to be eligible for educational or steel toe boot reimbursement.
4. Employees terminated during their introductory period shall not be entitled to nor be paid for accrued sick leave or floating holidays unless otherwise mandated by law. However, introductory employees will accrue vacation and sick leave at the normal rate during the introductory period. Accrued vacation time shall be available for use should their employment continue beyond the introductory period or be paid out upon termination unless a prior arrangement was made during the hiring/recruitment process with the General Manager or his/her designee.
5. If an employee is promoted to a higher-level non-management 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. If an employee is promoted to an Executive/Management position, his/her position shall remain At-Will.
6. A promoted employee will continue to accrue vacation and sick leave and is eligible for floating holidays as provided elsewhere herein as well as eligible to take vacation during said introductory period.
7. 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 at least annually based on the date of hire, or more frequently at the discretion of the Department Heads or the General Manager.

E. Normal Workday

The District operates on a 9/80 alternative work schedule. Under that schedule, the employee will work eight nine-hour days and one eight-hour day during the two weeks, with an additional day off (Friday) when compared to the traditional work schedule. The beginning of an employee's work week is every Friday at 11:00 a and ends the following Friday at 10:59 am.

The District will be open for business Monday through Thursday from 7:00 a.m. to 4:30 p.m. and every other Friday from 7:00 a.m. to 3:30 p.m., except for holidays as provided elsewhere herein. The General Manager or Department Heads shall determine the work schedules for employees and may designate alternate workday hours on a temporary basis, or as otherwise determined to be necessary or desirable, when the District operations make such designations desirable.

1. Each office employee will have one-half (1/2) hour off for lunch each day from Monday through Friday, 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. Employees are not paid for meal breaks.
2. 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. Employees are paid for these breaks.
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 required by applicable law.
5. Attendance is an essential function for all District positions and punctuality is expected at all times. A lack of either is grounds for disciplinary action. If an employee is more than seven (7) minutes late for work, that employee may be required to use accrued vacation time to make up for lost work due to tardiness.

F. On-Call Duty

1. 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 the designated Department Head.
 - a. The designated On-Call 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, along with production and treatment system related issues. 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.
 - b. This On-Call employee must also respond promptly to any SCADA 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 On-Call personnel shall perform a water system check remotely via SCADA each evening after a regular workday sometime between 7:00 p.m. and 10:00 p.m. or as directed by his/her supervisor.

- c. 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.
 - d. All On-Call duty personnel shall wear a District uniform at all times when conducting District business.
2. On-Call duty cycles begin each Wednesday evening at the close of business and end the following Wednesday at the opening of business.
 3. All On-Call personnel shall be compensated for such work as provided in Section VI(C) of this Manual.

G. Policy Against Substance Abuse in the Workplace

The District recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its workforce, 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:
 - a. Be at work or on call, drive a vehicle on District business, or operate any District equipment while under the influence of any amount of alcohol, or illegal or unauthorized drugs, or other mind-altering substances, including, but not limited to marijuana, which would result in a positive alcohol or drug test, provided that any test for cannabis that detects nonpsychoactive metabolites will not be considered to be a positive test under this section.
 - b. Ingest alcohol or marijuana, possess open containers of alcohol, possess marijuana unless prescribed for medicinal purposes, 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 which may affect the safety of the employee, co-workers, members of the public, the employee's job performance, or the safe or efficient operation of District business, 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. Failure to report the use of such drugs or failure to provide proper evidence of medical authorization may result in disciplinary action.
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 or Office Administrator shall coordinate the drug screening process. Any applicant who refuses to be tested will not be extended an offer of employment. Attempts to alter or substitute the specimen provided will be deemed a refusal to take the drug test when required.
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.
 - b. 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.
 - d. Any employee who refuses to submit to a drug or alcohol test immediately when requested by a supervisor or law enforcement personnel will be treated in the same manner as an employee who failed an alcohol or controlled substance test.

H. Smoking

Smoking, including the use of e-cigarettes and vapes, is strictly prohibited at all times while carrying out District work assignments. In accordance with California law, smoking, including the use of e-cigarettes and vapes, is prohibited in and within twenty (20) feet of all District buildings and vehicles.

I. 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

1. 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, including any situation that results in serious injury or illness or death, must be immediately reported to the employee's Department Head and General Manager, who will promptly 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 as authorized by the District's workers' compensation provider, should the injury prevent the employee from returning to work for more than three (3) days.
 - b. The General Manager, at his/her sole discretion, may grant supplemental District pay for longer periods of time than provided above.
 - c. Employees may elect to use either accrued 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, up to and including termination, any employee for cause at any time, provided that all District employees are At-Will and subject to termination at any time. Disciplinary action for non-at-will employees includes, but is not limited, to, the following:
 - a. Oral Warning. A formal discussion with an employee, usually by the employee's Supervisor or Department Head, about performance or conduct problems, the need for the employee to improve and what improvement is expected. The Supervisor or 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. Written Reprimand. 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. Suspension. An involuntary leave of absence without pay subject to the

provisions in sections J-2 and J-3 below.

- d. Demotion. 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. Discharge. 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:
 - i. A description of the proposed disciplinary action and its effective date(s);
 - ii. a statement of the reasons for such proposed disciplinary action, including the acts or omissions on which the proposed disciplinary action is based;
 - iii. copies of documents upon which the proposed disciplinary action is based, if any;
 - iv. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 - v. a statement of the employee's right to representation; and
 - vi. 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 Office Administrator.
 - 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 pre-disciplinary 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 District's designated Office Administrator. The appeal shall be presented to the Office Administrator within five (5) calendar days following the employee's receipt of the written notice of such discipline under this Section or Section V(K)(3)(a) 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. If, within the five (5) calendar day appeal period, the employee does not file said appeal, the action of the District shall be considered final and conclusive.
- b. If the employee timely files an appeal, the Office Administrator shall initiate an investigation on the suspension, demotion or discharge that the Office Administrator deems appropriate in his or her sole discretion, grant the employee the opportunity to be heard by the Office Administrator and to submit any documentary evidence the employee desires to have reviewed during the appeal.
- c. The Office Administrator 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 Office Administrator'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 Office Administrator is subject to appeal by the terminated employee to the General Manager. The General Manager will not conduct a hearing or a new investigation. The General Manager will review the record on appeal and, within forty-five calendar days following the Office Administrator's decision, will render a decision based thereon, sustaining, overturning, or modifying the Office Administrator's decision. The decision of the General Manager 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 acts that lead to 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 or marijuana, illegal narcotics, non-prescription or unlawful drugs, or other mind-altering substances, or the use of prescription drugs that may affect the safety of the employee or others, while on duty or at work locations, while on-call, or reporting to work or operating District vehicles or equipment.
4. Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized Supervisor, 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.
9. 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 sheets 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.
18. A record of unsafe driving for those employees required to operate District vehicles, as determined by the General Manager in his or her discretion.
19. Refusal to submit to drug and alcohol tests when directed to do so by the General Manager, Department Heads or Supervisor 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; provided that a test for cannabis that detects nonpsychoactive metabolites will not be considered a positive test under this subdivision.
21. Failure to immediately report an accident or injury to the Supervisor, 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, equipment and/or PPE.
25. Violation of any safety practices, including, but not limited to, wearing earbuds during field work operations and/or driving a District vehicle.

M. Injury and Illness Prevention Program (IIPP)

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 District's current Illness and Injury Prevention Program may be obtained from the Office Administrator.

N. Lactation

In compliance with Labor Code Section 1031, the District will provide any employee with a lactation room that is shielded from view, as well as access to a sink and refrigerator in close proximity to the employee's workspace. The District will provide additional break time to an employee to express milk as required under Labor Code Sections 1031 and 1033. Any employee shall have the right to request lactation accommodation by submitting the request for such accommodation in writing to the Office Administrator. The request should be submitted at least thirty (30) days prior to the date when the accommodation will be required and must include an estimate of the length of time for which the accommodation is required. The request shall also include any facilities the employee will need in connection with the lactation accommodation in order to facilitate the employee's expressing and storage of milk. The District will respond to any request for lactation accommodation within ten (10) days of receipt of the request, stating how the District will accommodate the request. An employee has

the right to file a complaint with the California Labor Commissioner if the District violates the employee's right to such lactation accommodation.

O. Dress Code and Safety Equipment

1. The District will provide all full-time field employees with District uniforms to be worn while on duty. 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 shall be granted an allowance of up to \$350 per year for the purchase of steel toe boots. Employees must submit itemized receipts to the Office Administrator in order to receive reimbursement for said allowance.
3. All employees shall present a clean and neat appearance at all times; provided this provision shall not prohibit any hairstyle historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists.
4. Office personnel will dress in a manner consistent with good business practices.
5. 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.

P. 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, and radios. 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. Employees should not, and do not have an expectation of privacy when it comes to their use of any District owned electronic communication devices. 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.

Q. 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).

R. Cell Phone Allowances

1. The terms upon which employees whose job duties require them to routinely be available by cell phone or to have access to a cell phone when they are performing their duties away from their office. Employees will be compensated for using their personal cell phone to meet those needs.

2. The District provides cell phones to field employees and the General Manager but does not provide office employees with District owned cell phones for their use. Office Employees, as determined by the General Manager, whose job duties require them to regularly use or be available by personal cell phone may be eligible for a cell phone allowance to compensate for the business use of their personal devices.
3. A cell phone allowance is available either on an ongoing or short-term basis. Receipt of a cell phone allowance shall be based upon job duties. Individuals whose duties routinely or temporarily include the following may be eligible for a regular or temporary (minimum of two pay periods) allowance:
 - a. Critical and/or emergency decision making
 - b. Safety or security
 - c. Considerable time away from an assigned office or work area, without assigned telephone access
 - d. Required to be accessible outside of scheduled or normal working hours on a routine basis
4. The General Manager must confirm, in writing, that an employee meets at least one of these criteria and must recommend that the employee receive a cell phone allowance to compensate for business use of a personal cell phone.
5. A technology allowance approval form may be made at any time during the year. Allowances are not available retroactively. All approved allowances will be processed on the first available payroll.
6. A cell phone allowance does not constitute an increase to base pay and will not be included in the calculation of percentage increases to base pay for purposes of calculating pay raises or overtime rates.
7. In order to receive a cell phone allowance, an employee must agree to the following:
 - a. To obtain and maintain a personal cell phone and sufficient service to enable accomplishment of necessary job duties.
 - b. That they are responsible for any loss, damage, insurance, and/or replacement of their personal cell phone.
 - c. To promptly report to their department head or supervisor any change to their cell phone number.
 - d. Employees agree to carry the cell phone with them, keep it charged and in operational condition as necessary to perform their job duties.
 - e. To share their cell phone number and that their cell phone number may be shared as necessary for business purposes.
8. The dollar amount of the cell phone allowance is intended to compensate for only a

portion of the expense of maintaining a personal cell phone and is determined based on expected use related to job duties. Tax considerations have been taken into account when determining allowance levels.

9. A cell phone allowance shall be \$50 per month.
 - a. Allowance rates shall be periodically reviewed by the General Manager.
 - b. The allowance amount shall be included in the employee's paycheck and will appear monthly.
10. Use of the phone in any manner contrary to local, state or federal laws will constitute misuse, and will result in immediate termination of the cell phone allowance.
11. The General Manager is responsible for an annual review of the list of employees receiving the cell phone allowance, to determine if existing allowances should be continued as is, changed, or discontinued, and to determine if any new allowances should be established.
12. The District shall not bear any costs associated with an employee's maintenance of a personal cell phone and related service, other than an allowance approved pursuant to this policy.
13. If a District employee's job duties do not include the regular need to use a cell phone, then the employee is not eligible for a cell phone allowance. De minimus use of a personal cell phone for a business purpose or for personal convenience will not be reimbursed.
14. Exceptions to cell phone allowances may be made by the General Manager.

S. 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 Head 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, Department Head or Supervisor.

T. Termination and Resignation

1. Upon termination or resignation of employment with the District, the employee shall be offered 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 immediately return all District property, i.e., keys, credit cards, identification tag, uniforms, cell phone, laptop, tablets and/or any 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 or, with the employee's consent, on the next scheduled payroll processing. 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 or qualify as specified in Section VII(B) 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 Manager. The Board shall also determine the salary ranges 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) and Section VI(E).
3. Pay periods for all full-time and part-time employees and District Directors will be bi-weekly.
4. Paychecks for all Employees, and for District Directors will be paid via direct deposit.
5. Pay earned during each pay period shall be paid to the employee within 2 working days of the end of each period.
6. The Board shall annually consider the cost of living in salary and wages of employees based upon recommendation by the General Manager.
7. Adjustments in salary and wages of employees based upon performance will be considered in conjunction with an 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 at his/her discretion.

B. Overtime Pay

1. All "Non-Exempt Employees" are eligible for overtime pay. All overtime hours worked must be approved by a Department Head or General Manager.

2. Overtime pay is defined as that time spent on the job over nine (9) hours in one (1) workday, and over eight (8) hours on the Fridays worked or any time spent on the job on holidays, non-working Fridays, 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 nine (9) hours in one day, and over eight (8) hours worked on Friday and two times the regular hourly rate for each hour of overtime worked beyond twelve (12) hours in one day. A 24-hour workday begins at 12:00 a.m. and concludes at 11:59 p.m.

C. On-Call Pay

1. Regular Workdays: Each employee of the District who is on On-Call will receive one and a half (1.5) hours of overtime pay for each weekday that the employee is performing On-Call duties. One half (½) hour of this time is to be recorded on his/her electronic timesheet as Distribution On-Call for the District, one-half (½) hour of this time is to be recorded as Distribution On-Call for Industry Public Utilities (“IPU”) and one-half (½) hour as BPOU Treatment On-Call for the BPOU treatment plant.
2. SCADA Alarms: Time spent by the On-Call employee to address a SCADA alarm or to perform a system check remotely via SCADA or other electronic device, will be paid overtime pay of a minimum of a quarter-hour (¼), or actual time worked, whichever is greater. The On-Call personnel shall perform a water system check remotely via SCADA twice a day each weekend day once between 2:00 and 4:00 p.m. and once between 7:00 p.m. and 10:00 p.m., or as directed by his/her supervisor.
3. Weekends and District Closed Fridays: An employee will receive two (2) hours of overtime pay for each weekend day or District closed Fridays that the employee is performing On-Call duties. Three quarter (¾) hour of this time shall be recorded on his/her electronic timesheet as On-Call for the District, three quarter (¾) hour as On-Call for IPU and one-half (½) hour as BPOU Treatment On-Call for the BPOU treatment plant. Each three quarter (¾) hour recorded for LPVCWD and IPU is compensation for providing Distribution, Customer Service and Production On-Call for each entity. The On-Call Personnel shall also perform on-site BPOU water treatment facility rounds, which are estimated to take no more than two (2) hours unless operational issues arise. Rounds shall begin at 8:00 a.m. and be completed by 12:00 p.m. on weekend days, or as directed by his/her supervisor.
4. Holidays: An On-Call employee will receive three (3) hours of overtime pay for each District holiday, excluding floating holidays during which the employee is On-Call. For the employee performing On-Call duties One (1) hour of this time is to be recorded on his/her electronic timesheet as Distribution On-Call for the District, one (1) hour of this time is to be recorded as Distribution On-Call for IPU and one (1) hour as BPOU Treatment On-Call for the BPOU treatment plant. Time spent by an employee to address a SCADA alarm or to perform a system check remotely via SCADA will be paid overtime of a minimum of a quarter (¼) hour, or actual time worked, whichever is greater. The On-Call personnel shall perform a water system check remotely via SCADA twice a day each weekend day once between 2:00 and 4:00 p.m. and once between 7:00 p.m. and 10:00 p.m., or as directed by his/her supervisor. The On-Call Personnel shall also perform

on-site BPOU water treatment facility rounds, which are estimated to take no more than two (2) hours unless operational issues arise. Rounds shall begin at 8:00 a.m. and be completed by 12:00 p.m. on holidays, or as directed by his/her supervisor.

5. Call Outs: If the employee is required to physically respond to an after-hours emergency, service call, or facility alarm, 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 occurs at least 2 hours after the initial call out. If the On-Call employee receives an additional call within the first two-hour call out period, the employee shall then be eligible for regular overtime compensation.

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 each employee's responsibility to maintain the online time tracking system on a daily basis.

E. Certification Bonus

When an employee, other than Executive/Management Employees, 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 Control Board:
 - WDO I – \$400.00
 - WDO II - \$600.00
 - WDO III - \$800.00
 - WDO IV - \$1,000.00
 - WDO V - \$1,200.00
- 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 Use Efficiency Practitioner Certification \$600.00
- American Water Works Association Cross Control Specialist Certification - \$800.00

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. It is the employee's responsibility to request the bonus at the appropriate time and provide the supporting certificate.

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 of at least a "C" or "C-" for the course. Expenses for certification and education are limited to a maximum of \$3,000.00 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 completion of the employee's fifth year of employment, 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 completion of the employee's tenth year of employment, the employee shall accrue 10 hours per month of vacation (equivalent to fifteen (15) days of vacation per year), up to a maximum of 320 hours of unused vacation time.
 - c. After the completion of the tenth year of employment, 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 a Department Head or General Manager.

3. Accrual vacation time is limited to a maximum of 320 hours for each employee and vacation time will cease accruing when that limit is reached, until such time as vacation time is used and the accrued total is reduced below 320 hours. Employees may elect, during any regularly scheduled payroll, to be paid for any vacation that they have accrued up to 80 hours, 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; provided that in all events, an employee will accrue at least forty (40) hours of sick leave credit by their 200th day of employment. 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 designated person, including for reproductive loss leave under Section VII.F, or for specified purposes when an employee is a victim of domestic violence, sexual assault, or stalking, including: (i) to allow the employee to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety or welfare of the employee or his or her child; or (ii) to obtain medical attention or psychological counseling services from a shelter, program or crisis center; or (iii) to participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services. A family member includes the employee's parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. A "designated person" means any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the District may limit an employee to one designated person per 12-month period.
 - b. 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. In addition, if an employee requests sick leave before a scheduled Friday off or a following Monday from a scheduled Friday off, the employee may be required to provide a doctor's note.

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 may be 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.

- c. 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 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 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 pay period of December of any calendar year there shall be no employee that has a balance of unused sick leave in excess of 400 hours.
- d. If an employee is terminated by the District or resigns with less than five (5) years of service, 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. If an employee resigns from the District with five (5) or more years of service to the District the employee will be paid for unused sick leave at fifty percent (50%) of the employee's current rate of pay. If an employee is terminated by the District, the said employee will not be eligible for payment of any unused sick leave. At no time will any such employee, subject to the provisions of this paragraph, be paid for any unused sick leave in excess of four hundred (400) hours.
- e. Any employee who retires with either service or disability retirement will be paid for any unused sick leave at one-half (1/2) of the employee's then current rate of pay.
- f. 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 January 1, 2024, 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 but will be granted a minimum of five (5) days of paid sick leave per calendar year; provided that in all events, the part-time employee will accrue at least forty (40) hours of sick leave credit by their 200th day of employment. New Part Time Regular Employees must complete ninety (90) days of employment with the District before being eligible to use any accrued 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 designated person, including for reproductive loss leave under Section VII.F, or for specified purposes when an employee is a victim

of domestic violence, sexual assault, or stalking, including: (i) to allow the employee to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety or welfare of the employee or his or her child; or (ii) to obtain medical attention or psychological counseling services from a shelter, program or crisis center; or (iii) to participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services. A family member includes the employee's parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. A "designated person" means any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the District may limit an employee to one designated person per 12-month period.

- 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 pay period 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)(c), VII.B(1)(d), and VII.B(1)(e), 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 per Calendar Year:
 - New Year's Day - January 1st
 - Martin Luther King Day - Third Monday in January
 - Presidents' Day - Third Monday in February
 - Cesar Chavez Day – March 31st
 - Memorial Day - Last Monday in May
 - Juneteenth – June 19th
 - Independence Day - July 4th
 - Labor Day - First Monday in September
 - Veteran's Day - November 11th
 - Thanksgiving Day – Fourth Thursday in November
 - Thanksgiving Holiday – Day After 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 on a Sunday, the immediately following Monday will be deemed the District holiday. Additionally, if a District holiday falls on a scheduled Friday off, the immediately preceding day will be deemed the District holiday unless

otherwise decided by the General Manager.

3. In addition to the District recognized holidays, each Full-Time Regular Employee of the District shall be entitled to two (2) additional days off per calendar year, to be known as a “floating holidays,” which may be utilized on any regularly scheduled District workday with the prior approval of the General Manager or appropriate Department Head. A “floating holiday” must be used in nine (9) 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 workday 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 may 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 absence as a permissible use of sick leave.

D. Leave of Absence - Non-CFRA or Non-PDL Eligible

Upon submission of a written request, and written approval by the General Manager, an employee may be granted a non-CFRA or non-PDL eligible leave of absence without pay. No employee benefits will be paid by the District, or accrued, during the absence, other than those mandated by law. Employee will be offered COBRA beginning the first of the month following the month the leave began. If the employee wishes to continue to receive insurance coverage(s) while on leave of absence, the employee may elect to pay the District the cost of insurance coverage(s) in order to continue protection, through COBRA.

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 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. In addition, any employee may request up to five (5) days of unpaid compassionate leave (for Full-Time Regular Employees, they would be entitled to up to two (2) additional unpaid days of such leave) upon the death of a spouse, child, parent, sibling, grandparent, grandchild, domestic partner or parent-in-law. Such compassionate leave does not need to be used on consecutive days but must be used within three (3) months of the family member’s death. An employee may use accrued and unused paid vacation or paid sick leave for any unpaid compassionate leave. The District will not retaliate against an employee for the employee’s use of such compassionate leave.

F. Reproductive Loss Leave

An employee who suffers a reproductive loss event such as, failed adoption, failed surrogacy,

miscarriage, stillbirth, or an unsuccessful assisted reproduction is entitled up to five days of protected unpaid leave. The leave must be completed within three months of the reproductive loss event. An employee who suffers more than one productive loss within 12 months will be provided up to 20 days of leave.

G. 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.

H. School Suspension Leave

If an employee is the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. No discriminatory action will be taken against an employee who takes time off for this purpose. This time off is unpaid, although you can use accrued vacation or a floating holiday.

I. Victim of Sexual Assault/Domestic Violence Leave

1. If an employee is the victim of stalking, domestic violence or sexual assault, or of a crime that caused physical injury or caused mental injury and a threat of physical injury, or had an immediate family member (i.e., spouse or domestic partner, child, parent or sibling) who died as a result of a crime, the employee may take time off to obtain, or to attempt to obtain, any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the victim or the victim's child. The employee must give reasonable advance notice of the intention to take time off, unless the advance notice is not feasible. When an unscheduled absence occurs, the employee must, within a reasonable time after the absence, provide certification to the District substantiating the leave. Certification can be any of the following, including:
 - A police report indicating the employee was a victim as specified in the above paragraph;
 - A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that you appeared in court; or
 - Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse.
2. To the extent allowed by law, the District will maintain the confidentiality of any request for a Victim of Sexual Assault/Domestic Violence Leave.

3. Victim of Sexual Assault/Domestic Violence Leave is unpaid. However, depending on an employee's specific needs, he or she may use accrued vacation, sick leave, or a floating holiday.
4. The District will also provide reasonable accommodations, as specified under Labor Code section 230(f), for any employee who is a victim of domestic violence, sexual assault or stalking who requests such an accommodation for the employee's safety while at work.
5. "Domestic violence" is defined in Family Code section 6211; "Crime" is defined in Labor Code section 230(j)(1); "Sexual Assault" is defined in Labor Code section 230(j)(4); "Stalking" is defined in Labor Code section 230(j)(5); and "Victim" is defined in Labor Code section 230(j)(6).

J. Victims of Crime and Judicial Proceedings Leave

1. If an employee is a victim of a crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, the employee can take time off to attend judicial proceedings related to that crime.
2. In order to take time off under this provision, the employee must give the Company a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide documentation evidencing the judicial proceeding from any of the following entities:
 - The court or government agency setting the hearing;
 - The district attorney or prosecuting attorney's office; or,
 - The victim and/or witness office that is advocating on behalf of the victim.
3. Time off for Victims of Crime and Judicial Proceedings Leave is unpaid. However, an employee may elect to use your accrued vacation, sick leave, or a floating holiday.
4. To the extent allowed by law, the District will maintain the confidentiality of any request for a Victims of Crime and Judicial Proceedings Leave.
5. "Immediate family member" means spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.
6. "Registered domestic partner" means a domestic partner that is registered under California law
7. "Victim" means a person against whom one of the following crimes has been committed:

- A violent felony as defined in Penal Code section 667.5(c);
- A serious felony as defined in Penal Code section 1192.7; or,
- A felony provision of law proscribing theft or embezzlement.

K. HIPAA

The Health Insurance Portability and Accountability Act was enacted in 1996 and is overseen by the U.S. Department of Health and Human Services. HIPAA 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 HIPAA notice may be obtained from the Office Administrator.

L. 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 the employer's 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.

M. Jury Duty

1. 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 calendar 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.

N. Time off to Vote

The General Manager will allow employees time off from work with pay for no more than two (2) hours or as otherwise provided by state and/or federal law for the purposes of voting at any Federal, 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.

O. Health, Dental, and Vision Insurance

1. All Full-Time Regular Employees of the District, and all elected or appointed members of the District's Board of Directors, shall be eligible for health, dental, and vision insurance coverage upon meeting the required waiting period for each such coverage. For Medical, the waiting period is 1st of the month following 30 days from hire date and for Dental and Vision it is the 1st of the month following 60 days from the hire date. 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 the group plan provided by the District. All eligible employees must be enrolled, should you wish to waive coverage please notify Office Administrator.
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.

P. Life Insurance

1. Upon meeting the required waiting period, the District provides a life insurance benefit for the employee and such a lesser amount for family members of the employee as provided by the District's policy.
2. Upon a Director's sworn Oath of Office and upon meeting the required waiting period, life insurance shall be available to the Director 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.

Q. 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 upon meeting the required waiting period. More information regarding said disability plans are available for inspection at the District office during regular business hours.

R. Retirement Benefits and Deferred Compensation Plan

1. The District participates in the California Public Employees Retirement System (CalPERS) for Full-Time Regular and eligible 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. 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).
 - c. A Part-Time Regular Employee who works over 1,000 hours within a fiscal year, July 1st – June 30th, 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 Regular Employee completes 1,000 hours of employment with the District or when it has been predetermined that said employee will be scheduled to work over the 1000-hour limit for part-time employees. 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.
 - d. 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 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.

S. Retiree Health, Dental and Vision Benefits

1. The following individuals shall qualify for post-retirement medical, dental and vision insurance benefits:
 - a. Retired Directors elected to office prior to January 1, 1995, who served on the Board of Directors for at least twelve (12) years prior to retirement, 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.

Additionally, any Retiree who is eligible for post-retirement medical, dental and vision benefits shall be covered 100 % by the District. Retirees at age 65 must enroll in Medicare Parts A & B to continue health coverage through ACWA JPIA.

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 remarry or disenroll from the health coverage(s) thereafter, such benefits shall permanently cease.
 - b. 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 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 remarry 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.
4. 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. Retirees are eligible for Open Enrollment each year.
6. 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).

T. Use of Vehicles

1. 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 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), while on-call
 - Supervisor(s)
 - Superintendent(s)

U. 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, parent-in-law, spouse, registered domestic partner, siblings, grandparents, grandchild or designated person. "Designated person" means any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the District may limit an employee to one designated person per 12-month period.
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 the birth of the employee's child.
3. An employee that desires to utilize CFRA or PDL must submit the completed District CFRA form at least 30 days in advance of 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 shall also require 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 CFRA leave or PDL may impact certain employee benefits and an employee's seniority date. Employee will be offered COBRA continuation coverage beginning the first of the month following the end of the statutory leave or upon termination of employment.

V. 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 office of the District's 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 to the District would result. Any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact the District's Office Administrator to discuss the need for accommodation. The District will engage in an interactive process with the employee to identify possible accommodations, if any.

IX. NONDISCRIMINATION POLICY 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 (including any traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), creed, color, age, religion, sex, ancestry, national origin, military status, physical or mental disability, pregnancy, childbirth or related medical condition, reproductive health decisions, marital status, non-disqualifying medical condition, sexual orientation, gender expression or identity, genetic information, military or veteran status, or any other consideration unlawful under federal, state or local laws.
2. 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. The accommodation process is set forth in Section VIII, above.

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, Office Administrator, 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. The District will use its best efforts to keep all information and communication regarding the discrimination confidential, but some information may need to be disclosed in connection with an investigation that will be conducted 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 ensure 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. If the complaint of unlawful discrimination concerns acts by the General Manager, then the complaint is to be submitted to the President of the District's Board of Directors.
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 XII 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. In accordance with the California Workplace Violence Prevention Act, the District will develop a workplace violence prevention plan and provide pertinent training to all employees.
- B.** Any person who makes threats, exhibits threatening behavior, or engages in violent acts on District's property may be immediately removed from the premises. Threats, threatening behavior, or other acts of violence off District's property, but directed at District employees or Directors or members of 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 at the District.
- 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 Manager with a copy of such order.

XI. ANTI-HARASSMENT AND COMPLAINT PROCEDURE

A. Anti-Harassment Policy

1. 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 (including any traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), creed, color, religion, sex, national origin or ancestry, physical or mental disability, non-disqualifying medical condition, pregnancy, childbirth or related conditions, reproductive health decisions, marital status, age, sexual orientation, gender identity or expression, or genetic information, military or veteran status, or other protected class or characteristic under applicable state or federal law.
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, contractor, vendor, 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, but are not limited to, 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.

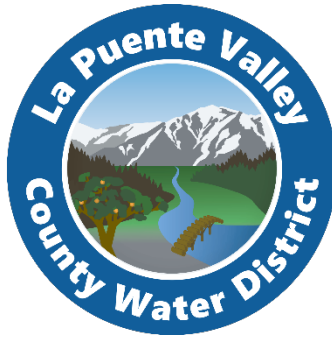
4. It is unlawful to harass a person because of that person's sex. Sexual harassment encompasses many forms of offensive behavior and includes gender-based harassment of a person of the same sex. Sexual harassment includes, but is not limited to, the making of any unwelcome advances and/or visual, verbal 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 sex that creates an atmosphere or environment that interferes with that 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 not 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 ensures 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 any person 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 Supervisor, Department Head or the General Manager if the employee feels that he or she 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.

- e. Foster confidentiality by ensuring the privacy for all parties concerned with the exception of proper notification to the General Manager, Department Heads or Supervisor.
 - f. Provide a written or oral complaint to the employee's Supervisor, Department Head or to the General Manager as soon as possible after the incident. If the complaint of unlawful discrimination concerns acts by the General Manager, then the complaint is to be submitted to the President of the District's Board of Directors. Such complaint should include all details of the incident(s), names of individuals involved, and the names of any witnesses. The District will use its best efforts to keep all information and communication regarding the harassment confidential, but some information may need to be disclosed in connection with any investigation to be conducted or 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 ensure that an immediate, thorough and objective investigation of the harassment allegation(s) is undertaken; provided that if the complaint relates to conduct by the General Manager, then the complaint will be submitted to the President of the District's Board of Directors, who will consult with District legal counsel regarding the possible investigation of the allegation(s). 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 XII of this manual and the executed form shall be retained in each employee's 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, including that the employee's status is that of an "at will" employee, 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 OF RECEIPT OF EMPLOYEE POLICIES AND PROCEDURES MANUAL ADOPTED ON THE

26th Day of February 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]

[Signature]

[Date]



**RESOLUTION NO. 301
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 workplace conditions generally, with regards to employment at the District;

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 overview document and as specified in the draft Manual in the form presented to the Board of Directors.

BE IT FURTHER RESOLVED, that the District's General Manager shall present the Manual, as revised, to all District employees as soon as feasible and changes made in the Manual will take effect immediately.

ADOPTED, SIGNED AND APPROVED this 26th day of February 2024

Ayes:

Noes:

Absent:

Abstain:

President
Board of Directors
La Puente Valley County Water District

ATTEST:

Roy Frausto, Board Secretary

STAFF Report



Date: February 26, 2024

To: Honorable Board of Directors

Subject: Rehabilitation of the District's Well No. 2, and Repair & Replacement of the Pump and Motor.

Purpose: *Secure Services from Tri County Pump Company to Rehabilitate Well No. 2, and Repair & Replace the Pump and Motor, Located at the District's Well Site as Part of Well No. 2's Well Rehab Project.*

Recommendation: *Authorize the General Manager to Proceed with the Work as Proposed by Tri County Pump Company for an Amount Not to Exceed \$271660.53.*

Fiscal Impact: *The District's 2024 Capital Expense Budget appropriates \$150,000 for Well No. 2's Rehab Project. The 2024 year to date total for this expense category is \$0.00. The proposed combined cost for this work is \$271,660.53, which is over the Budget appropriation by \$121,660.53.*

BACKGROUND

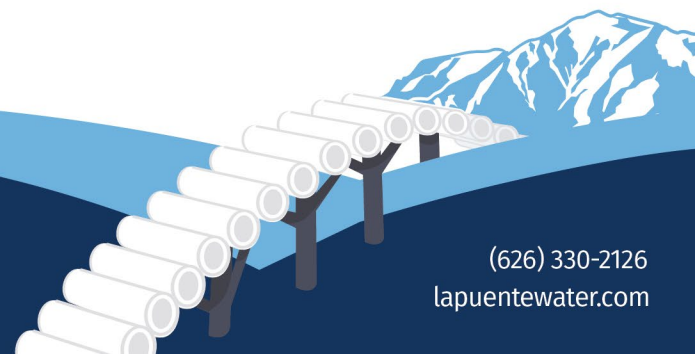
The District Groundwater Treatment Facility is supplied by three active wells (2, 3 and 5). As part of normal preventative maintenance recommended by the American Water Works Association (AWWA), pumps and motors have a recommended overhaul maintenance interval of 15 years. Well No. 2 is now due for overhaul maintenance.

SUMMARY

As part of AWWA's recommendation for pumps and motors, District staff identified that Well No. 2 was due for overhaul maintenance. As part of this maintenance, Well No. 2's pump and motor were removed and inspected for an overall evaluation of the existing pump and motor conditions. In addition, Well No. 2 was video logged to inspect the integrity of the Well casing and perforations.

After the removal of the pump and motor, and initial video logging of the well casing, brushing and bailing was conducted on the well casing in an effort to clear up the walls of the casing to better assess of the well casing integrity. After the second video logging and ensuing inspection were conducted, it was determined that the well casing is in need of dual swab airlifting with chemical treatment to thoroughly clear, clean and treat the steel casing and the Mills Knife perforations.

District staff directed the District's preferred well and pump contractor, Tri County Pump Company, to provide two separate proposals, one for the well casing rehabilitation and another for the pump and motor repairs and replacement, they are enclosed as **Enclosures 1 & 2**.



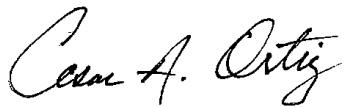
FISCAL IMPACT

The District's 2024 Capital Expense Budget appropriates \$150,000 for Well No. 2's Rehab Project. The 2024 year to date total for this expense category is \$0.00. The proposed cost for this work is \$271,660.53, which is over the Budget appropriation by \$121,660.53.

RECOMMENDATION

Authorize the General Manager to Proceed with the Work as Quoted by Tri County Pump Company for an Amount Not to Exceed \$271,660.53.

Respectfully Submitted,



Cesar A. Ortiz

Water Treatment & Supply Superintendent

ENCLOSURES

- Enclosure 1: Proposal from Tri County Pump Company – Well No. 2 Well Casing Rehabilitation
- Enclosure 2: Proposal from Tri County Pump Company – Well No. 2 Pump and Motor repair and replacement



TRI COUNTY PUMP COMPANY
WATERWELL AND PUMP SERVICE
 241 SOUTH ARROWHEAD - SAN BERNARDINO, CA 92408
 PHONE 909-888-7706 - FAX 909-888-3653
 LICENSE # 744742

February 6, 2024

La Puente Valley County WD
 112 N. First St.
 La Puente, CA 91744

Quote Number: 020624-1DS

Attention: Mr. Cesar Ortiz

Subject: Well 2 - Repair and Replace.

Tri County Pump Company is pleased to offer the following for your consideration. Pull existing water lube pump and transp to our yard for inspection. We found the bowl has wear and pitting on the bowl castings and the impellers. The shafting has wear in bearing areas. 10 column pipes have pitting in threaded areas. Bearing retainers are worn and warped. These items need to be replaced.

Estimated Field Labor:

Travel to and from jobsite; Install pump and perform start up.. \$14,160.00

Estimated Shop Labor:

Teardown, Inspect and Advise. Clean all equipment, press in new bearings, replace shafting, assemble bowl and pump assembly and coat, paint discharge head. Load equipment. Slot PVC. \$3,180.00
 Sandblast head and packing box. \$500.00
 Motor rewind labor. \$5,310.00

Estimated Material:

(1) 10" SS Adapter 10" Thread to SDR17 \$2,550.00
 (3) 10" x 20' SDR 17 Suction Pipe \$6,585.00
 (1) 1-15/16" x 81-1/2" to 1-11/16" 416 SS Bowl Shaft \$1,030.00
 (1) 14RJLC 5 stage W/L Bowl Assembly designed for 1600GPM @ 300'TDH \$20,940.00
 (2) 12" x 59-1/4" T&C Butt Column Pipe Coated \$2,890.00
 (10) 12" x 119-1/4" T&C Butt Column Pipe Coated \$25,100.00
 (1) 12" x 36" TBE Butt Column Pipe Coated \$1,190.00
 (35) 1-11/16" x 10' 416SS Line Shaft W / 304 SS Couplings \$25,900.00
 (2) 1-11/16" x 5' 316SS Line Shaft W / 304 SS Couplings \$1,020.00
 (2) 1-11/16" 304SS Line Shaft Couplings \$160.00
 (37) 12" x 1-11/16" Retainer W/Rubber Inserts \$14,800.00
 (1) 12" Hanger Flange \$3,640.00
 (1) 1-11/16" x 78-1/2" 416 SS Head Shaft \$1,030.00
 363' of 1/4" SS Airline \$1,500.00
 (1) 1-11/16" Rebuilt Packing Box \$500.00
 (4) Head Screens \$400.00
 Motor Bearings, Heaters, Sight Glass, fill Plug, Etc. \$5,070.00
 1 Lot; Miscellaneous Shop Supplies (Bolts, Paint, Gaskets, Oil, Coating, Electrical Connection, Etc.) \$2,490.00
 1 Lot; Estimated Incoming Freight \$1,000.00

| | |
|-----------------------|---------------------|
| Estimated Labor | \$23,150.00 |
| Estimated Material | \$117,795.00 |
| Estimated Tax @ 9.50% | \$11,190.53 |
| Total Estimate | \$152,135.53 |



We appreciate this opportunity to be of service and look forward to working with you. We trust that this estimate will suffice for your needs, and should any additional information be required, please do not hesitate to contact us.

This estimate is valid for thirty (30) days from the above date, and subject to review thereafter.

Sincerely,

Dennis Skinner

Use PO # _____ Signed _____ Date: _____

Please fax this authorization to 909 888-3653 or email dennis@tricitypump.net



February 6, 2024

La Puente Valley County WD
 112 N. First St.
 La Puente, CA 91744

Quote Number: 020624-2DS

Attention: Mr. Cesar Ortiz

Subject: Well 2 - Well Rehabilitation.

In response to your request for quotation, Tri County Pump Company is pleased to offer the following for your consideration. The following estimate is based on the video log after brusing.

Estimated Field Labor:

| | |
|--|-------------|
| Travel to and from jobsite; install dual swab airlift equipment, set up tanks and discharge. | \$10,480.00 |
| Travel to and from jobsite; inject and swab chemicals into perforated zones. | \$9,880.00 |
| Travel to and from jobsite; dual swab airlift and develop well. | \$20,280.00 |
| Travel to and from jobsite; teardown and clean up tanks and discharge | \$6,280.00 |
| Travel to and from jobsite; video log. | \$1,400.00 |

Estimated Shop Labor

| | |
|---|------------|
| Clean, prep, and load all dual swab airlifting equipment. | \$2,400.00 |
|---|------------|

Estimated Materials

| | |
|-----------------------|-------------|
| 1 - Roll Off Rental | \$1,000.00 |
| 1 - Wire Brush Rental | \$1,000.00 |
| 1 - Tank Rental | \$4,800.00 |
| 1 - Dual Swab Rental | \$1,000.00 |
| 1 - Compressor Rental | \$4,000.00 |
| 1 - Lot; Chemicals | \$47,750.00 |
| 1 - Discharge Pipe | \$3,000.00 |

| | |
|------------------------|--------------|
| Estimated Labor | \$50,720.00 |
| Estimated Material | \$62,550.00 |
| Estimated Tax @ 10.00% | \$6,255.00 |
| Total Estimate | \$119,525.00 |

We appreciate this opportunity to be of service and look forward to working with you. We trust that this estimate will suffice for your needs, and should any additional information be required, please do not hesitate to contact us.

This estimate is valid for thirty (30) days from the above date, and subject to review thereafter.



TRI COUNTY PUMP COMPANY

WATERWELL AND PUMP SERVICE

241 SOUTH ARROWHEAD - SAN BERNARDINO, CA 92408

PHONE 909-888-7706 - FAX 909-888-3653

LICENSE # 744742

Sincerely,

Dennis Skinner

Use PO # _____ Signed _____ Date: _____

Please fax this authorization to 909 888-3653 or email dennis@tricountypump.net

**RESTATED MEMORANDUM OF UNDERSTANDING
REGARDING PUBLIC WATER AGENCIES GROUP
EMERGENCY PREPAREDNESS COORDINATOR POSITION**

This Restated Memorandum of Understanding regarding Public Water Agencies Group (“PWAG” or the “Group”) Emergency Preparedness Coordinator Position (“Restated MOU”) is made, entered into and effective as of January 1, 2024 (the “Effective Date”), by and among: Bellflower-Somerset Mutual Water Company, Crescenta Valley Water District, Kinneloa Irrigation District, La Cañada Irrigation District, La Puente Valley County Water District, Montebello Land and Water Company, Palmdale Water District, Pico Water District, Quartz Hill Water District, Rowland Water District (in its capacity as a member of PWAG and payor of its share of costs under this Restated MOU), Rubio Cañon Land and Water Association, San Gabriel County Water District, San Gabriel Valley Municipal Water District, South Montebello Irrigation District, Sunny Slope Water Company, Three Valleys Municipal Water District, Valencia Heights Water Company, Valley County Water District and Walnut Valley Water District, (which entities may be referred to individually herein as a “Party” or collectively as the “Parties”), and Rowland Water District (in its capacity as the employing entity under Section 5, below; “Rowland”) with respect to the following facts:

RECITALS

- A. Each Party is a member of the Public Water Agencies Group, a California non-profit mutual benefit corporation consisting of 21 public agency and mutual water company water suppliers located in Los Angeles County, California. The Parties comprise the 19 participants in the PWAG Emergency Preparedness Program.
- B. Over the past several years, the Group has further pursued efforts to enhance the emergency preparedness and emergency response of the Parties.
- C. Based on those prior efforts, the Group engaged a dedicated emergency preparedness coordinator (the “Coordinator”) as an employee through the Group’s legal counsel.
- D. The Group has decided to revise the Coordinator’s employing entity and effective January 4, 2024, the Coordinator will be employed through Rowland, and will continue to render training and coordination services, as more fully described in the job description set forth in Exhibit A hereto, to the Parties and to those entities who may subsequently elect to be added as Parties to this Restated MOU.
- E. The Parties therefore desire to set forth their respective obligations with respect to the engagement and compensation of the Coordinator, as set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. Cost Sharing Allocation. The Parties estimate that the salary, benefit burden, overhead and related administrative costs related to the engagement and compensation of the Coordinator (collectively, the “Coordinator Costs”) will be up to \$225,000.00 per year, with possible subsequent increases in salary based on step increases and/or cost of living adjustments to be approved by the Emergency Preparedness Executive Committee established by the Parties (the “Committee”). Each Party shall pay its share of the Coordinator Costs, as allocated among the Parties in accordance with the system size classifications set forth in Exhibit B hereto and the fee amounts set forth in Exhibit C hereto, to the Group, which shall thereafter pay all costs associated with Rowland’s employment of the Coordinator, based on Rowland’s employment practices, including salary, benefits and required employer contributions. The foregoing cost allocation is based on the number of service connections each Party has, as follows:

- 0-999 Service Connections – Very Small;
- 1,000 to 4,999 Service Connections – Small;
- 5,000 to 9,999 Service Connections – Medium;
- 10,000 to 19,999 Service Connections – Medium-Large;
- Over 20,000 Service Connection – Large; and
- Wholesale or replenishment water providers are classified as Medium.

2. Changes to Cost Allocation – New Party. In the event that a new Party is added to this Restated MOU, Exhibits B and C shall be amended accordingly to add that new Party to those exhibits in the appropriate cost allocation classification based on the number of service connections that new Party serves. Any such new Parties will be responsible for their respective share beginning the month following approval of their participation in this Restated MOU, as specified in Section 6, below. Similarly, in the event a Party withdraws from this Restated MOU, in the manner specified in Section 7, below, then Exhibit B shall be amended accordingly to proportionately increase the required financial contributions of each of the remaining Parties.

3. Payment of Costs. PWAG shall invoice each Party by e-mail on a monthly basis, in advance, for that Party’s share of the Coordinator Costs, as specified on Exhibit C. All payments are to be made payable to the “Public Water Agencies Group” and Rowland shall invoice PWAG for salary and expense reimbursement payments to the Coordinator and for overhead and administrative costs, as specified in Section 8, below. Each Party shall pay such costs within thirty (30) days of presentation of the monthly invoice from PWAG. If payment is not received by PWAG by the thirtieth (30th) day after presentation of that invoice, PWAG shall notify the Party who has failed to pay of that failure and that Party shall then have five (5) days to pay its outstanding share of the Coordinator Costs to PWAG. If that Party does not make that required payment within that five (5) day period, PWAG shall then notify each of the other Parties of the need to make additional payments pursuant to Section 4, below.

4. Withdrawal of a Party or Party's Failure to Pay. Each Party acknowledges that if any Party fails to pay Coordinator Costs as specified herein or if a Party withdraws as specified in Section 7, below, the other Parties shall contribute additional funds to cover that failure to pay or the withdrawing Party's share of the Coordinator Costs. PWAG shall promptly notify the Parties in either situation, and the Parties shall pay to PWAG within fourteen (14) days of receipt of notice from the PWAG Treasurer all sums required, as specified in that notice. The Parties may commence legal action to collect any unpaid amounts from a Party who fails to pay its share of the Coordinator Costs in accordance with this Restated MOU.

5. Coordinator Hiring and Duties. The duties and obligations of the Coordinator are specified in the Job Description set forth in Exhibit A hereto. The Coordinator shall be engaged as an employee by Rowland. Rowland shall coordinate the Coordinator's duties with the Committee. The Committee shall oversee the recruitment and hiring of the Coordinator and shall establish the Coordinator's salary and benefits.

6. Additional Parties. Parties may be added to this Restated MOU upon the approval of at least a majority of the then existing Parties. Upon the approval of any new Party by the existing Parties, Exhibits B and C shall be amended to reflect the cost allocation among the Parties as a result of that addition, based on the classification of that new Party as set forth in Section 1, above.

7. Term; Withdrawal of a Party. This Restated MOU shall have an initial term of ten (10) years from the Effective Date (the "Initial Term") and shall thereafter continue for consecutive two (2) year terms unless terminated by a majority of the Parties at least sixty (60) days, but not more than one hundred twenty (120) days, before the expiration of the then current term. The Parties acknowledge that this Restated MOU is made possible by the commitment of each of the Parties and thus no Party may withdraw from this Restated MOU during the Initial Term. In any subsequent term, a Party may withdraw from the MOU on at least four (4) months' written notice to the other Parties, and such withdrawing Party shall be responsible for paying its allocated share of the Coordinator Costs until that notice period has expired.

8. Coordinator Costs; Overhead and Administrative Costs. Rowland agrees to timely pay all monies owed to the Coordinator, based on the salary and benefits approved by the Parties. In addition to those salary and benefit costs, which costs shall include any employer contributions required under applicable law, Rowland shall be entitled to a seven percent (7%) fee, calculated on the salary and benefits to be provided to the Coordinator, for its overhead and administrative costs in employing the Coordinator. Any Party may audit Rowland's records with respect to payments made, and benefits provided, to the Coordinator upon at least forty-eight (48) hours' prior written notice.

9. Indemnification of Coordinator Costs. The Parties agree to indemnify Rowland, as the Coordinator's employer, against, and hold Rowland harmless from, any

liability resulting from the payment of the Coordinator Costs, except to the extent that any such costs result from Rowland's negligence or willful misconduct.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Amendment. This Agreement may be modified only by a written agreement signed by the Parties.

12. Severability. If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

13. Counterparts; Execution Transmitted by E-Mail or Other Electronic Means. This Agreement may be executed in counterparts, effective as of the Effective Date first set forth above. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by e-mail or by other electronic means, including DocuSign or other similar applications. Such e-mailed or electronic signature shall be treated in all respects as having the same effect of an original signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the last date set forth below.

Bellflower-Somerset Mutual Water Company

Dated: _____, 2024

By _____
Its _____

Crescenta Valley Water District

Dated: _____, 2024

By _____
Its _____

Kinneloa Irrigation District

Dated: _____, 2024

By _____
Its _____

La Cañada Irrigation District

Dated: _____, 2024

By _____
Its _____

La Puente Valley County Water District

Dated: _____, 2024

By _____
Its _____

Montebello Land and Water Company

Dated: _____, 2024

By _____
Its _____

Palmdale Water District

Dated: _____, 2024

By _____
Its _____

Pico Water District

Dated: _____, 2024

By _____
Its _____

Quartz Hill Water District

Dated: _____, 2024

By _____
Its _____

Rowland Water District

Dated: _____, 2024

By _____
Its _____

Rubio Cañon Land and Water Association

Dated: _____, 2024

By _____
Its _____

San Gabriel County Water District

Dated: _____, 2024

By _____
Its _____

San Gabriel Valley Municipal Water District

Dated: _____, 2024

By _____
Its _____

South Montebello Irrigation District

Dated: _____, 2024

By _____
Its _____

Sunny Slope Water Company

Dated: _____, 2024

By _____
Its _____

Three Valleys Municipal Water District

Dated: _____, 2024

By _____
Its _____

Valencia Heights Water Company

Dated: _____, 2024

By _____
Its _____

Valley County Water District

Dated: _____, 2024

By _____
Its _____

Walnut Valley Water District

Dated: _____, 2024

By _____
Its _____

EXHIBIT A
JOB DESCRIPTION



ROWLAND WATER DISTRICT

PWAG EMERGENCY MANAGEMENT COORDINATOR

DEFINITION

Under general supervision, plans and directs all programs related to the Public Water Agencies Group Emergency Response Group (ERG). Collaborates with leadership to develop and implement strategies to enhance and maintain the forward-leaning preparedness stance established by PWAG. Works with each of the nineteen (19) PWAG ERG water suppliers on water supplier-oriented emergency preparedness issues; coordinates equipment and personnel resources for possible allocation in the event of an emergency; provides SEMS and NIMS training; develops standardized guidelines and operational checklists for use by participating suppliers; facilitates communication among the participating agencies on emergency preparedness issues; ensures pre-emergency funding prerequisites are satisfied; and assists in satisfying any post-emergency requirements. Oversees the development and implementation of disaster-related programs and initiatives as needed; coordinates committees and working groups; and represents PWAG in local, regional, state, and national environments. Demonstrates leadership qualities in highly stressful situations; makes decision quickly and decisively, often with limited information; supports member agencies with situational awareness alerts and warnings. Provides preparedness training and emergency plan evaluation and training for all ERG member agencies; supports preparedness compliance with DHS, FEMA, EPA, and other oversight agencies' requirements. Develops, trains, and implements coordination plans and procedures related to mutual aid, disaster response, disaster recovery and hazard mitigation.

EXAMPLE OF DUTIES

Program Administration:

- Attend meetings and prepare and present memos, letters, agendas, articles, presentations, trainings and reports as needed for PWAG Board and Executive Committee, member agency boards, PWAG committees and working groups, and outside agencies.
- Maintain awareness of funding opportunities and share relevant information with interested agencies; participate as needed in funding application process; manage projects for funding awarded to PWAG. Provide coordination leadership for PWAG group projects, from initial research through final reporting.

- Collaborate with cities, Los Angeles and surrounding counties, and professional associations and working groups as needed.
- Coordinate Executive Team meetings, workshops, and annual strategic planning process.
- Manage the PWAG website, and regularly update content and functions for ERG member agencies; ensure that secure logins work and are available for those who need them.
- Develop and maintain the PWAG Master Resource Inventory List; convert content to FEMA/AWWA Resource Typing format as time allows.
- Develop and maintain the PWAG Mutual Aid Directory; develop self-service procedures for ERG member agencies to be able to see and update their content without EMC assistance.
- Develop and implement PWAG ERG membership orientation for new PWAG ERG member agency leadership, such as GM/AGM, field leadership, and board members.

Emergency Response Coordination:

- Provide guidance to PWAG ERG member agency staff coordinating emergency response activities; including but not limited to evaluating plans, resource lists, equipment, and overall operational status.
- Develop, maintain, and continually evaluate PWAG Emergency Communications technology equipment and procedures to ensure reliable communications with all responding agencies, and conduct regular communication tests.
- Develop and maintain relationships with Subject Matter Experts (SMEs) who can provide disaster response support to PWAG ERG member agencies. Review and update contracts, regularly evaluate needs and recruit additional SMEs as needed.
- Develop, maintain and regularly exercise plans and procedures related to PWAG mutual aid activities. Ensure that PWAG ERG member agencies understand mutual assistance, mutual aid, and the various participating agencies and their procedures for rendering aid.
- Provide training and/or share training opportunities for PWAG ERG member agencies to learn about state and federal funding for pre- and post-disaster projects and needs; assist agencies in navigating disaster funding program application processes; gather incident-specific information and brief member agencies affected by a state or federal disaster.

PWAG Plans and Training:

- Develop and conduct a Training & Exercise Program (TEP) in alignment with the Homeland Security Exercise and Evaluation Program (HSEEP); ensure that PWAG exercises are developed and conducted in alignment with HSEEP; file completed exercises with HSEEP when appropriate.
- Develop, implement, and maintain the PWAG Emergency Coordination Plan and all supporting response plans in compliance with local, state and federal requirements.
- Develop, coordinate, and implement emergency preparedness and response training and disaster exercises for PWAG ERG member agencies, in accordance with state

and federal regulations and best practices. Differentiate activities for agencies with a field-forward disaster response posture and agencies planning to activate Emergency Operations Centers (EOCs).

- Advise and provide PWAG ERG member agencies with training, exercise development, evaluation, and recommendations for revision for emergency operations plans and procedures, and other preparedness efforts as needed.
- Connect emergency preparedness, response, and recovery activities to existing and future health and safety activities, plans and procedures for PWAG ERG member agencies.

Outreach:

- Attend meetings, conferences and workshops related to emergency management to learn new information and to develop working relationships with other emergency management specialists.
- Participate in and represent PWAG and ERG member agencies in various county, state and national associations and organizations. Build the partnerships needed to support the exchange of information and materials in preparation for and during disaster response and recovery.
- Analyze and provide input regarding development of proposed regulations for emergency preparedness and their impact on PWAG's ERG member agencies.
- Provide presentations, training, and other support when requested (and approved by the Executive Committee) to the larger water utility environment and/or emergency management environment.
- Ensure necessary collateral and content on the PWAG website to support recruitment of new PWAG members and orientation of new PWAG member agency leadership and board members.

Disaster Response:

- Support PWAG ERG member agencies with the response and recovery process as the Multi-Agency Coordination group liaison during an automatic activation or when requested. Support reinvigoration of the water sector position in the LA County EOC.
- Oversee and assist in the preparation of After-Action/Corrective Action reports as needed. Work with the appropriate coordinating partners to enhance response systems for future disasters.
- Liaise with local, county, regional, state and national partners to ensure common operating picture, advocate for PWAG ERG member agencies' needs, and provide support where possible.
- Coordinate and host an annual gathering of PWAG ERG member agencies, to promote relationships and increase inter-agency familiarity pre-disaster.
- Gather, analyze, and prepare documents or spreadsheets for special reports and studies when required.

EXAMPLE OF DUTIES (cont.)

- Perform a wide variety of administrative tasks including composing letters, memos, and data entry, maintain files, and sort mail.
- Performs basic routine maintenance to miscellaneous office equipment.

EMPLOYMENT STANDARDS

Ability to:

Lead a team of emergency personnel; develop and implement emergency response plans, policies and procedures; advise, oversee and implement a comprehensive emergency services program; develop and conduct emergency exercises, training programs and meetings; attain high levels of proficiency with software and learn new systems and programs quickly; direct and implement projects and priorities; gather and analyze data and prepare comprehensive reports; exercise sound independent judgment within established guidelines; demonstrate leadership qualities in highly stressful situations; make decisions quickly and decisively, often with limited information; analyze problems and develop logical solutions; work cooperatively with others such as elected officials, water agency staff and outside agencies; follow directions from Executive Committee chair and members; communicate clearly and concisely, both orally and in writing; and establish and maintain cooperative working relationships.

Knowledge of:

Thorough understanding of the Standardized Emergency Management System (SEMS), National Incident Management System (NIMS), Operational Area and State OES operations, and the Incident Command System (ICS); principles of emergency preparedness and response planning, policies, operations, services and activities; causes and effects of natural and human-caused disasters; emergency response authorities; emergency operations center functions, procedures and practices; field incident command procedures and best practices; the interface between field ICS and EOC activities; emergency communications and public communications; pertinent Federal, State and local rules and regulations; methods and techniques of desktop computer and applicable software; data collection and analysis including Internet and social media sources, with the ability to evaluate, prioritize and curate what is needed; English usage, spelling, grammar and punctuation; and record-keeping methods and procedures.

TYPICAL PHYSICAL ACTIVITIES

- Communicates orally with District management, co-workers, and the public in face-to-face, one-on-one, and group settings.
- Must be able to carry, push, pull, reach, bend, crouch and lift objects and supplies weighing up to 20 lbs.
- Talk and/or hear in person and by phone.

PHYSICAL ACTIVITIES (cont.)

- Uses a two-way radio for communication.
- Use hands repetitively to operate computers and other standard office equipment.
- Sits and stands for extended periods of time.
- Vision within normal range.
- May be required to work extended hours including evenings and weekends; may be required to travel to attend meetings via car, bus, train, or air transportation.

EDUCATION AND EXPERIENCE

A degree from an accredited college or university with major coursework in emergency management, public policy, planning, public or business administration or a closely related field; and ten (10+) years of professional experience in emergency management, emergency preparedness, disaster response, emergency response and/or public safety or disaster recovery programs is desirable, with at least five (5+) of those in a managerial position. Any combination of education, experience and training that would provide the required knowledge, skills and abilities will be considered. Public sector experience preferred.

SPECIAL REQUIREMENTS

- Possess and maintain a valid California Driver's license and automobile insurance.
- Must be able to travel to various locations within and outside the County to meet the program needs and fulfill the job responsibilities.
- Must have completed training in SEMS, IS 100, 700 and 800.
- Ability to pass a pre-employment physical and drug screening.
- This position serves a mandatory six (6) month probationary period.

Overtime Assignments

The purveyance of water is a vital service to the community and as such always requires the availability of District personnel. Consequently, employees will be required to respond to emergency calls, accept periodic overtime assignments, and perform all duties deemed necessary by the District. Lacking a bona fide excuse satisfactory to the District, a failure to report when called could result in termination.

Fair Labor Standards Act

For the purposes of the Fair Labor Standards Act, this position shall be considered a General Employee Unit, "exempt" position.

Equal Opportunity Employer

Rowland Water District is an equal opportunity employer, and does not discriminate in hiring, training, promotion, compensation, or terms of employment based on race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex.

Americans with Disabilities Act

The District will make such reasonable accommodation to enable persons with disabilities to fulfill the requirements of the position in accordance with the Americans with Disabilities Act of 1990.

*Job Descriptions only present a descriptive summary of the range of duties and responsibilities for the specified position. Therefore, Job Descriptions **may not include all** duties performed by individuals holding the position. In addition, job descriptions are intended to outline the **minimum** qualifications necessary for entry into the position and do not necessarily convey the qualifications of incumbents within the position. Job Descriptions shall be periodically reviewed and updated by the General Manager.*

**I have reviewed this Job Description with my Supervisor
and agree with its contents.**

Employee Signature

Date

Supervisor Signature

Date

EXHIBIT B

PUBLIC WATER AGENCIES GROUP

EMERGENCY PREPAREDNESS COORDINATOR COST ALLOCATION

| Agency | Size Category |
|---|----------------------|
| Bellflower-Somerset Mutual Water Company | Medium |
| Crescenta Valley Water District | Medium |
| Kinnetoa Irrigation District | Very Small |
| La Cañada Irrigation District | Small |
| La Puente Valley County Water District | Small |
| Montebello Land and Water Company | Medium |
| Palmdale Water District | Large |
| Pico Water District | Medium |
| Quartz Hill Water District | Medium |
| Rowland Water District | Medium-Large |
| Rubio Cañon Land & Water | Small |
| San Gabriel County Water District | Medium |
| San Gabriel Valley Municipal Water District | Medium |
| South Montebello Irrigation District | Small |
| Sunny Slope Water Company | Medium |
| Three Valleys Municipal Water District | Medium |
| Valencia Heights Water Company | Small |
| Valley County Water District | Medium-Large |
| Walnut Valley Water District | Large |

EXHIBIT C

COST ALLOCATION WITH APPROVED FEE INCREASES (2017-2030)

PWAG Emergency Response Program Revenue Worksheet 2024-2030

| Inflation Factor for Revenues | | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 4.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | |
|-------------------------------|-------------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|--|
| | ERC Merit | | | | | | | | | | | | | | | | | | | | | |
| | ERC COLA | | | | | | | | | | | | | | | | | | | | | |
| | Legal/Other Expense Inflation | | | | | | | | | | | | | | | | | | | | | |

| Size | System Size | Number of Agencies | ACTUAL | | | | | | | | PROJECTED | | | | | | | | | | | |
|-----------------|---------------|--------------------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|---------|---------|---------|---------|---------|--|--|--|--|--|--|
| | | | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | | | | | | |
| Very Small | 0 - 999 | 1 | 289 | 301 | 313 | 325 | 338 | 352 | 366 | 380 | 396 | 411 | 432 | 454 | 476 | 500 | | | | | | |
| Small | 1,000 - 4,999 | 5 | 578 | 601 | 625 | 650 | 676 | 704 | 732 | 761 | 791 | 823 | 864 | 907 | 953 | 1,000 | | | | | | |
| Medium | 5,000 - 9,999 | 9 | 964 | 1,002 | 1,042 | 1,084 | 1,127 | 1,173 | 1,219 | 1,268 | 1,319 | 1,372 | 1,440 | 1,512 | 1,588 | 1,667 | | | | | | |
| Medium-Large | 10,000-19,999 | 2 | 1,542 | 1,604 | 1,668 | 1,734 | 1,804 | 1,876 | 1,951 | 2,029 | 2,110 | 2,195 | 2,304 | 2,420 | 2,541 | 2,668 | | | | | | |
| Large | 20,000 plus | 2 | 1,927 | 2,005 | 2,085 | 2,168 | 2,255 | 2,345 | 2,439 | 2,536 | 2,638 | 2,743 | 2,880 | 3,025 | 3,176 | 3,335 | | | | | | |
| Monthly Revenue | | 19 | 18,793 | 19,544 | 20,326 | 21,139 | 21,985 | 22,864 | 23,779 | 24,730 | 25,719 | 26,748 | 28,085 | 29,490 | 30,964 | 32,512 | | | | | | |
| Annual Revenue | | | 225,513 | 234,594 | 243,915 | 253,672 | 263,818 | 274,371 | 285,346 | 296,760 | 308,630 | 320,975 | 337,024 | 353,875 | 371,569 | 390,148 | | | | | | |

| | | | | | | | |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| [3] ERC Expense | (243,205) | (262,662) | (283,675) | (306,369) | (330,878) | (340,805) | (351,029) |
| [4] Legal Expense | (12,000) | (12,480) | (12,979) | (13,498) | (14,038) | (14,600) | (15,184) |
| [5] Other Expense | (20,000) | (20,800) | (21,632) | (22,497) | (23,397) | (24,333) | (25,306) |
| [6] Total Expense | (275,205) | (295,942) | (318,286) | (342,364) | (368,314) | (379,738) | (391,519) |
| [7] Annual Net Revenue (Loss) | 21,554 | 12,688 | 2,689 | (5,340) | (14,438) | (8,168) | (4,371) |
| [8] Reserve, Beginning Bal | 150,066 | 171,620 | 184,309 | 186,998 | 181,658 | 167,220 | 159,051 |
| [9] Reserve, Ending Bal | 171,620 | 184,309 | 186,998 | 181,658 | 167,220 | 159,051 | 157,680 |

Notes:

- [A] Annual revenue inflation factor for 2024-2026 is 4% and 2027-20230 is 5%.
- [B] Emergency Response Coordinator (ERC) annual salaries and expenses for 2024 will be \$243,205. This is \$17,692 over current revenue for the year. This does not cover membership dues, office expenses, IT support, or conference expenses. Nor does it cover expenses associated with the generators.
- [C] The Emergency Response Program (ERP) netted \$5,700 for 2023. This is before we provided the ERC with a 5 percent merit increase and a 4 percent COLA.
- [D] Current Balance in ERP account as of January 10, 2024 is \$150,066.
- [E] If we adopt this rate structure, it would provide an additonal \$21,554 above ERC annual expenses of \$275,205.

PRESIDENT
William R. Rojas

DIRECTORS
Henry P. Hernandez

GENERAL MANAGER
Roy Frausto

VICE PRESIDENT
John P. Escalera

David E. Argudo
Cesar J. Barajas



February 15, 2024

Bureau of Reclamation
1849 C Street NW
Washington DC 20240-0001

To Whom It May Concern:

I write to you today to offer my strong support for the joint application of the City of Industry (City) and La Puente Valley County Water District (LPVCWD) to the Bureau of Reclamation for the 2024 WaterSMART Water and Energy Efficiency competitive grant program for the City of Industry Waterworks System (CIWS) and LPVCWD Advanced Metering Infrastructure (AMI) project.

The proposed project will include the purchase and installation of automated meters that continuously report water usage to the CIWS and LPVCWD. The new AMI system will replace an analog system where meter readers currently drive-by to read every meter on a monthly basis.

The existing system is outdated with both financial and resource conservation deficiencies. This formerly ubiquitous utility billing method has already been replaced by most municipalities but has remained cost prohibitive to small agencies. Converting to AMI will save significant time for City and LPVCWD staff but, more importantly, it will increase accessibility to water supplies that would otherwise be lost or unaccounted for due to various reasons such as late-identified leaks.

La Puente County Water District is committed to partnering with CIWS as a joint partner to procure, install, operate and manage the AMI system for both the LPVCWD and the City's CIWS system.

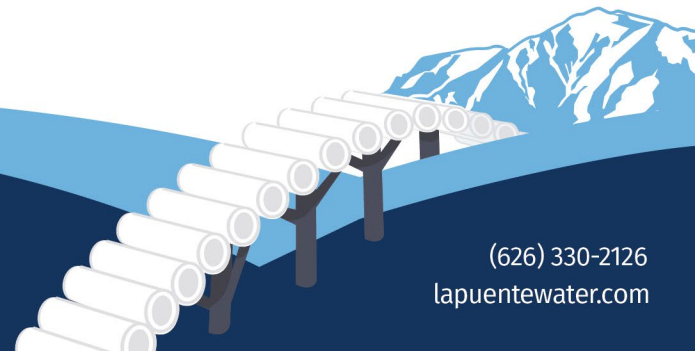
The project proposed by the City and LPVCWD perfectly encapsulates the goals of the WaterSMART grant program, and I thank you for the opportunity to submit a letter of support.

Should you have any questions, please contact my office at 626-330-2126

Sincerely,

A handwritten signature in blue ink, appearing to read "RFrausto", is written over a white background.

Roy Frausto
General Manager





**Item 9
General Manager's
Report**

Upcoming Events



Date: February 26, 2024
To: Honorable Board of Directors
RE: Upcoming Meetings and Conferences for 2024

| Day/Date | Event | <u>Argudo</u> | <u>Barajas</u> | <u>Escalera</u> | <u>Hernandez</u> | <u>Rojas</u> |
|-----------------------|---|---------------|----------------|-----------------|------------------|--------------|
| February 6 & 7, 2024 | AGWT-AGWA Annual Groundwater Conference; Ontario, CA | | | X | X | |
| May 7-9, 2024 | ACWA 2024 Spring Conference; Sacramento, CA | | | X | X | X |
| June 10-13, 2024 | AWWA CA/NV 2024 Annual Conference ACE 24; Anaheim Convention Center | | | | | |
| September 24-26, 2024 | Watersmart Innovations Conference 2024; South Point, Las Vegas | | | | | |
| October 21-24, 2024 | AWWA CA/NV 2024 Fall Conference; Reno, NV | | | | | |
| December 3-5, 2024 | ACWA 2024 Fall Conference; Palm Desert, CA | | | | | |

