

### **AGENDA**

### REGULAR MEETING OF THE BOARD OF DIRECTORS LA PUENTE VALLEY COUNTY WATER DISTRICT 112 N. FIRST STREET, LA PUENTE, CALIFORNIA MONDAY, MARCH 11, 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 Baraias	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 26, 2024.
- B. Approval of District's Expenses for the Month of February 2024.
- C. Approval of City of Industry Waterworks System Expenses for the Month of February 2024.

- D. Receive and File the District's Water Sales Report for February 2024.
- E. Receive and File the City of Industry Waterworks System's Water Sales Report for February 2024.

### 7. ACTION / DISCUSSION ITEMS

A. 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.

B. Ratification of General Manager's Letter Regarding a Withdrawal Request for Exclusion from the Settlement with DuPont and 3M in the Multi-District PFAS Litigation.

Recommendation: Ratify General Manager's Withdrawal Request Letter

C. Consideration of Resolution No. 302, Revising the District's Employee Policies and Procedures Manual.

Recommendation: Adopt Resolution No. 302

D. Consideration of Legal Services Agreement with SL Environmental Law Group PC (SL), the Law Office of Kevin Madonna PLLC (KM), Douglas and London, P.C. (D&L), Taft Stettinius & Hollister, LLP (Taft), and Levin Papantonio Rafferty Proctor Buchanan O'Brien Barr Mougey P.A. (Levin Papantonio), for the Purpose of Investigating and Assessing Potential Claims Arising out of the Presence of Perand Polyfluoroalkyl Substances ("PFAS") Contaminants in Water Supply Wells Affecting the District.

**Recommendation:** Authorize the General Manager to Enter Into a Legal Services Agreement.

### 8. OPERATIONS AND MAINTENANCE SUPERINTENDENT'S REPORT

**Recommendation:** Receive and File

### 9. TREATMENT AND SUPPLY SUPERINTENDENT'S REPORT

**Recommendation:** Receive and File

### 10. ADMINISTRATIVE REPORT

### 11. GENERAL MANAGER'S REPORT

### 12. OTHER ITEMS

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

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### 13. ATTORNEY'S COMMENTS

### 14. BOARD MEMBER COMMENTS

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

### 15. FUTURE AGENDA ITEMS

### **16. ADJOURNMENT**

**POSTED:** Friday, March 8, 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.

<u>Note:</u> 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



### 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

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	Absent

Director Argudo was not present during roll call and arrived to the meeting at 4:32 pm.

### **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

None.

### 5. ADOPTION OF AGENDA

Mr. Frausto notified the Board that he would be pulling Action Item #8,D from the agenda.

Motion: Adopt Agenda as presented, with the exception of Item #8,D.

1st: President Rojas

2nd: Vice President Escalera

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

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: Vice President Escalera

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

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

### 7. FINANCIAL REPORTS

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

Mr. Frausto provided a summary of the balances in each account and was available for any questions.

Motion: Receive and File 1st: Vice President Escalera

2nd: Director Argudo

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

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

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

Ms. Maldonado provided a summary of the Districts Revenue and Expenses and was available for any questions.

Motion: Receive and File 1st: Director Barajas 2nd: Director Argudo

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

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

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

Ms. Maldonado provided a summary of the Industry's Revenue and Expenses and was available for any questions.

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

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

### 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.

Mr. Frausto presented the staff report on this item and went over the new structure of the amended agreement and highlighted the notable changes. Director Argudo had questions regarding the changes to the agreement, specifically whether an increase in demand for City of Industry's Waterworks Systems would result in a financial burden for the District. Mr. Frausto and Mr. Ciampa clarified that the agreement's wording ensures that any such increase would not negatively impact the District financially. Additionally, President Rojas had questions concerning labor costs and Mr. Frausto was able to clarify.

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

1st: President Rojas 2nd: Director Argudo

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

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

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

Ms. Padilla presented the staff report on this item and went over the notable changes in the employee manual. Mr. Ciampa also provided information on the statutory changes.

Motion: Adopt Resolution No. 301

1st: President Rojas 2nd: Director Argudo

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

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

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

Mr. Frausto presented the staff report on this item and highlighted the changes of the MOU and was available to answer any questions.

Motion: Approve the Restated MOU

1st: Vice President Escalera

2nd: President Rojas

		President Rojas	Vice President Escalera	Director Argudo	Director Barajas	Director Hernandez
١	/ote	Yes	Yes	Yes	Yes	Absent

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 Rehabilitation Work of the District's Well No. 2.

This item was pulled from the agenda.

# 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.

Mr. Frausto presented to the Board that the letter supports a joint grant application between the District and the City of Industry to apply for grant funds in support of the AMI system. President Rojas had questions regarding the AMI system, which Ms. Maldonado was able to clarify.

Motion: Ratify Execution of Letter of Support

1st: President Rojas 2nd: Director Escalera

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

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

### 9. GENERAL MANAGER'S REPORT

Mr. Frausto informed the Board that Watermaster issued a press release announcing the appointment of a new Executive Officer following the retirement of Tony Zampiello.

### 10. OTHER ITEMS

### A. Upcoming Events.

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

### B. Information Items.

Ms. Padilla notified the Board that the Form 700 filings are due 4/2/24.

### 11. ATTORNEY'S COMMENTS

Mr. Ciampa provided an update mentioning the possibility of new legislative laws taking effect. He assured a more detailed report will be presented at the upcoming meetings.

#### 12. BOARD MEMBER COMMENTS

### A. Report on Events Attended.

Vice President Escalera and President Rojas reported their attendance to the SCWUA luncheon.

### B. Other Comments.

None.

### 13. FUTURE AGENDA ITEMS

None.

14. ADJOURNMENT	
President William R. Rojas adjourn	ed the meeting at 5:24 pm.
Attest:	
William Rojas, Board President	Roy Frausto, Board Secretary

### La Puente Water District February 2024 Disbursements

Check #	Payee	Amount	Description
11552	Miguel A Molina	\$ 339.44	Boot Allowance
11553	Alexandra Guevara	\$ 460.00	Cleaning Service
11554	Applied Technology Group Inc	\$ 30.00	Radio System
11555	Backgrounds Online	\$ 30.50	Administrative Expense
11556	Canon Financial Services, Inc	\$ 82.77	Printing Expense
11557	Chevron	\$ 3,216.34	Truck Fuel
11558	Cintas	\$ 217.26	Uniform Service
11559	Conor Consulting LLC	\$ 1,481.25	Administrative Support
11560	Corporate Billing LLC Dept	\$ 4,417.55	Vehicle Expense
11561	Harrington Industrial Plastics	\$ 265.08	Nitrate Expense
11562	InfoSend	\$ 48.06	Billing Expense
11563	Merritt's Hardware	\$ 182.27	Field Supplies
11564	SC Edison	\$ 300.19	Power Expense
11565	SG Creative , LLC	\$ 770.00	Public Outreach
11566	Three Valleys Municipal Water District	\$ 30.00	Leadership Breakfast
11567	Tri County Pump Company	\$ 11,192.00	Booster Maintenance
11568	Underground Service Alert	\$ 76.67	Line Notifications
11569	Verizon Connect Fleet USA LLC	\$ 191.32	Vehicle Tracking
11570	United Site Services	\$ 664.78	Restroom Service @ BP Plant
11571	A & A Upholstery	\$ 250.00	Truck #30
11572	All American Crane Maintenance	\$ 1,695.46	UV System Maintenance
11573	Evoqua	\$ 137,435.45	Resin Changeout
11574	Northstar Chemical	\$ 21,248.47	Chemical Expense
11575	RC Foster Corporation	\$ 2,981.22	Building Maintenance
11576	Stetson Engineers Inc	\$ 1,708.50	Engineering Support
11577	Trojan UV	\$ 33,753.00	Professional Services
11578	Weck Laboratories Inc	\$ 6,763.69	Water Sampling
11579	Weck Laboratories Inc	\$ 3,773.34	Water Sampling
11580	Weck Laboratories Inc	\$ 1,664.13	Water Sampling
11581	CA-NV Section AWWA	\$ 100.00	Miguel Molina - Certification Renewal
11582	Concentra	\$ 97.00	Administrative Support
11583	Equipment Pro LLC	\$ 90.91	Generator Maintenance
11584	Highroad IT	\$ 1,778.50	Technical Support
11585	InfoSend	\$ 1,151.90	Billing Expense
11586	Lagerlof LLP	\$ 3,470.00	Professional Services
11587	Pacific Premier Bank	\$ 99,593.48	Loan Payment
11588	San Gabriel Valley Water Company	\$ 168.78	Water Service
11589	Spectrum Business	\$	Telephone Service
11590	State Water Resources Control Board	\$ 105.00	Santiago Loera - Certification Renewal
11591	Tri County Pump Company	\$ 9,994.50	Booster Maintenance
11592	W.A. Rasic Construction	\$ 182,370.00	Nitrate Treatment System
11593	Weck Laboratories Inc	\$ 239.70	Water Sampling
11594	Public Water Agencies Group	\$ 943.63	Administrative Support
11595	Spectrum Business	\$ 717.30	Telephone Service
11596	Airgas USA LLC	\$ 29.85	Field Support
11597	Answering Service Care, LLC	\$ 130.43	Answering Service
11598	Citi Cards	\$ 6,885.67	Administrative Expense
11599	CJ Brown & Company CPAs	\$ 500.00	Audit Service 2023

### La Puente Water District February 2024 Disbursements - Continued

Check #	Payee	Amount	Description
11601	Eide Bailly LLP	\$ 715.85	Consulting Service
11602	Harrington Industrial Plastics	\$ 977.16	Nitrate Treatment System
11603	Jack Henry & Associates	\$ 25.25	Web E-Check Fee's
11604	Salt Works	\$ 5,303.90	Nitrate Treatment System
11605	SCI Telecom	\$ 40.00	Telecommunication Service
11606	Spectrum Business	\$ 342.92	Telephone Service
11607	Staples	\$ 364.40	Office Supplies
11608	Weck Laboratories Inc	\$ 152.40	Water Sampling
11609	SC Edison	\$ 42,124.03	Power Expense
11610	ACWA/JPIA	\$ 40,634.24	Health Benefits
11611	Canon Financial Services, Inc	\$ 82.77	Printing Expense
11612	Cell Business Equipment	\$ 21.70	Printing Expense
11613	Cintas	\$ 221.86	Uniform Service
11614	Downs Energy Inc	\$ 930.33	Booster Maintenance
11615	Ferguson Waterworks	\$ 15,281.20	Meter Inventory
11616	InfoSend	\$ 45.90	Billing Expense
11617	Mutual of Omaha	\$ 1,322.68	Life & Disability Insurance
11618	Premier Access Insurance Co	\$ 3,580.90	Dental Insurance
11619	S & J Supply Co Inc	\$ 1,174.61	Inventory
11620	SC Edison	\$ 2,903.09	Power Expense
11621	Verizon Wireless	\$ 76.02	Cellular Service
11622	Verizon Wireless	\$ 361.47	Cellular Service
11623	Weck Laboratories Inc	\$ 126.30	Water Sampling
11624	Western Water Works	\$ 1,628.82	Inventory
11625	Verizon Wireless	\$ 114.03	Cellular Service
11626	E.H. Wachs	\$ 311.51	Equipment Maintenance
Online	Home Depot	\$ 416.17	Field Supplies
Autodeduct	Bluefin Payment Systems	\$ 1,097.79	Web Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$ 27.35	Tokenization Fee
Autodeduct	Wells Fargo	\$ 160.16	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 44.00	Credit Card Machine Lease
Online	Lincoln Financial Group	\$ 3,974.62	Deferred Comp
Online	CalPERS	\$ 19,309.50	Retirement Program
Online	Employment Development Dept	\$ 3,259.76	California State & Unemployment Taxes
Online	United States Treasury	\$ 17,923.60	Federal, Social Security & Medicare Taxes
	<b>Total Vendor Payments</b>	\$ 709,009.74	

### La Puente Water District February 2024 Disbursements

<b>Total Vendor Payables</b>	\$ 709,009.74
Total Payroll	\$ 48,803.20
Total February 2024 Disbursements	\$ 757,812.94

# La Puente Valley County Water District Payroll Summary February 2024

	Feb 24
Employee Wages, Taxes and Adjustments	
Total Gross Pay	69,382.22
Deductions from Gross Pay	
457b Plan Employee	-3,532.31
CalPers EEC	-2,632.85
Total Deductions from Gross Pay	-6,165.16
Adjusted Gross Pay	63,217.06
Taxes Withheld	
Federal Withholding	-6,409.00
Medicare Employee	-1,006.43
Social Security Employee	-4,303.37
CA - Withholding	-2,695.06
Medicare Employee Addl Tax	0.00
Total Taxes Withheld	-14,413.86
Net Pay	48,803.20
Employer Taxes and Contributions	
Medicare Company	1,006.43
Social Security Company	4,303.37
CA - Unemployment	194.86
CA - Employment Training Tax	12.99
Total Employer Taxes and Contributions	6,037.96

## **Industry Public Utilities February 2024 Disbursements**

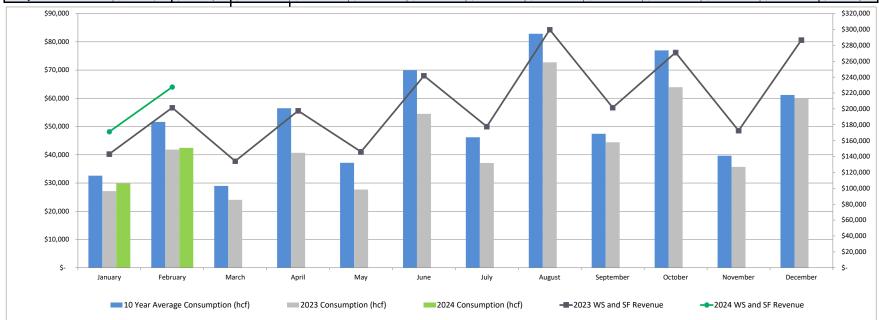
Check #	Payee	Amount	Description
6007	Canon Financial Services, Inc	\$ 82.76	Printer Expense
6008	Cintas	\$ 217.23	Uniform Service
6009	InfoSend	\$ 48.06	Billing Expense
6010	Merritt's Hardware	\$ 67.58	Field Supplies
6011	SC Edison	\$ 2,604.52	Power Expense
6012	Spectrum Business	\$ 81.95	Telephone Service
6013	Sunbelt Rentals	\$ 382.67	Concrete and Asphalt
6014	Underground Service Alert	\$ 76.66	Line Notifications
6015	Verizon Connect Fleet USA LLC	\$ 191.31	Vehicle Tracking
6016	Equipment Pro, LLC	\$ 90.91	Generator Maintenance
6017	Highroad IT	\$ 1,067.10	Technical Support
6018	InfoSend	\$ 779.26	Billing Expense
6019	Janus Pest Management Inc	\$ 65.00	Rodent Control
6020	Lagerlof LLP	\$ 140.00	Attorney Fee's
6021	SoCal Gas	\$ 15.58	Gas Expense
6022	Spectrum Business	\$ 298.06	Telephone Service
6023	Weck Laboratories Inc	\$ 253.50	Water Sampling
6024	Airgas USA LLC	\$ 29.85	Field Supplies
6025	Answering Service Care, LLC	\$ 130.43	Answering Service
6026	Citi Cards	\$ 159.01	Administrative Expense
6027	Eide Bailly LLP	\$ 131.20	Administrative Support
6028	Frank's Industial Services, Inc	\$ 6,750.00	SCADA System Maintenance
6029	Industry Public Utility Commission	\$ 1,477.85	Industry Hills Power Expense
6030	La Puente Valley County Water District	\$ 67,546.12	Labor Costs - January 2024
6031	San Gabriel Valley Water Company	\$ 1,151.89	Water Service
6032	SC Edison	\$ 17,007.05	Power Expense
6033	SCI Telecom	\$ 40.00	Telecommunication Service
6034	Staples	\$ 364.39	Office Supplies
6035	Weck Laboratories Inc	\$ 135.00	Water Sampling
6036	Canon Financial Services, Inc	\$ 82.76	Printer Expense
6037	Cell Business Equipment	\$ 21.70	Printer Expense
6038	Cintas	\$ 221.83	Uniform Service
6039	Downs Energy Inc	\$ 930.34	Booster Maintenance
6040	InfoSend	\$ 143.60	Billing Expense
6041	SoCal Gas	\$ 14.30	Gas Expense
6042	Verizon Wireless	\$ 76.02	Cellular Service
6043	Verizon Wireless	\$ 361.47	Cellular Service
6044	Weck Laboratories Inc	\$ 118.50	Water Sampling
6045	Western Water Works	\$ 550.36	Field Supplies
6046	La Puente Valley County Water District	\$ 26,103.92	Vehicle & Equipment Expenses - Jul - Dec 23

## **Industry Public Utilities February 2024 Disbursements - continued**

Check #	Payee		Amount	Description
Online	Home Depot	\$	42.74	Field Supplies
Autodeduct	Wells Fargo	\$	62.20	Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$	1,202.51	Web 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 - Monthly
	Total February 2023 Disbursements	Ś	131.378.64	

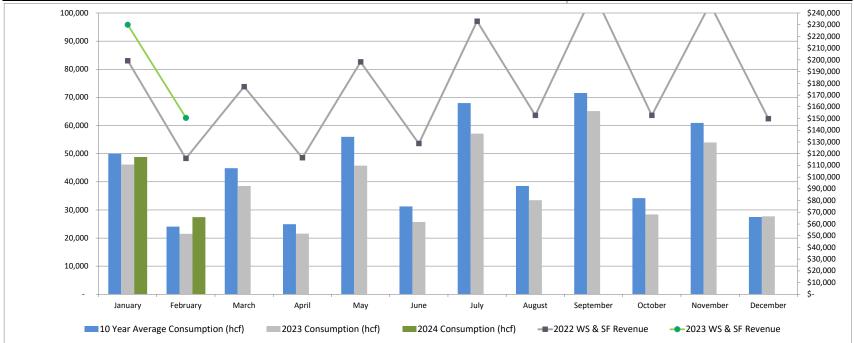
### WATER SALES REPORT LPVCWD 2024

LPVCWD	January	February	March	April	May	June	July	August	September	October	November	December	YTD
LITOTID	January	i estuary	Water	April	Iviay	Julie	July	August	September	October	Movember	December	110
No. of Customers	1,240	1,248	_	_	_	_	_	_	_	_	_	_	2,488
No. or Gustomers	1,240	1,240											2,400
2024 Consumption (hcf)	29,833	42,463	-	-	_	_	-	-	_	_	-	_	72,296
2023 Consumption (hcf)	27,134	41,823	24,043	40,698	27,693	54,484	37,090	72,759	44,431	63,926	35,707	59,794	529,582
10 Year Average Consumption													
(hcf)	\$ 32,606	51,620	\$ 28,982	\$ 56,474	\$ 37,160	\$ 69,953	\$ 46,194	\$ 82,865	\$ 47,435	\$ 76,964	\$ 39,640	\$ 61,163	631,056
2024 Water Sales	\$ 93,824	\$ 135,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 229,192
2023 Water Sales	\$ 75,152	119,224	\$ 65,978	\$ 115,709	\$ 77,681	\$ 159,271	\$ 109,107	\$ 216,962	\$ 132,867	\$ 188,707	\$ 104,039	\$ 194,015	\$ 1,558,712
2023 Water Sales	\$ 75,152	119,224	\$ 65,976	\$ 115,709	\$ 77,001	\$ 159,271	\$ 109,107	\$ 210,902	\$ 132,007	\$ 100,707	\$ 104,039	\$ 194,015	\$ 1,556,712
2024 Service Fees	\$ 77,468	\$ 92,205	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 169,673
2024 00111001 003	Ψ 77,400	ψ <u>02,200</u>	Ψ	, <del>v</del>				ι Ψ					100,070
2023 Service Fees	\$ 68,131	\$ 82,296	\$ 68,280	\$ 81,830	\$ 68,343	\$ 82,503	\$ 68,590	\$ 82,726	\$ 68,753	\$ 82,340	\$ 68,597	\$ 92,772	\$ 915,160
2024 WS and SF Revenue	\$ 171,292	\$ 227,573	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,865
2023 WS and SF Revenue	\$ 143,283	\$ 201,520	\$ 134,258	\$ 197,538	\$ 146,024	\$ 241,774	\$ 177,697	\$ 299,688	\$ 201,620	\$ 271,047	\$ 172,636	\$ 286,786	\$ 2,473,872
2024 Hyd Fees	\$ 950	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,700
2024 DC Fees	\$ 1,346	\$ 24,213	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,559
	470												400.455
2024 System Revenue	\$ 173,588	\$ 252,536	\$ -	\$ -	\$ -	-	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 426,123



#### **WATER SALES REPORT CIWS 2024**

CIWS	January	F	ebruary	March	April	May	June	July	August	Se	eptember	C	October	N	ovember	De	ecember	YTD
			•		·	•		•			•							
No. of Customers	971		891	-	-	-	-	-	-		-		-		-		-	1,862
2024 Consumption (hcf)	48,824		27,419	_	_				-								_	76,243
2023 Consumption (hcf)	46,138		21,528	38,538	21,587	45,739	25,727	57,149	33,452		65,164		28,375		53,977		27,713	465,087
10 Year Average Consumption (hcf)	50,089		24,087	44,858	24,934	55,989	31,233	67,991	38,496		71,564		34,201		60,959		27,486	531,885
2024 Water Sales	\$ 152,132	\$	88,433	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-	\$	-	\$	-	\$		\$ 240,565
2023 Water Sales	\$ 129,349	\$	60,205	\$ 107,228	\$ 60,663	\$ 128,297	\$ 72,801	\$ 163,037	\$ 96,550	\$	187,318	\$	90,475	\$	170,151	\$	87,681	\$ 1,353,756
2024 Service Fees	\$ 77,860	\$	62,071	\$ -	\$ _	\$ -	\$ -	\$ -	\$ -	\$	-	\$	_	\$	-	\$	_	\$ 139,931
2024 Service Fees	\$ 69,937	\$	55,806	\$ 69,959	\$ 55,844	\$ 69,951	\$ 55,826	\$ 70,001	\$ 56,074	\$	70,292	\$	62,223	\$	77,499	\$	62,142	\$ 775,554
2024 Hyd Fees	\$ 1,550	\$	300	\$ -	\$ -	\$	\$ -	\$ -	\$ -	\$	-	\$	-	\$	-	\$		\$ 1,850
2024 DC Fees	\$ 21,858	\$	6,834	\$ -	\$ 	\$ -	\$ 	\$ -	\$ 	\$		\$		\$		\$		\$ 28,693
2024 System Revenues	\$ 253,400	\$	157,639	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-	\$	_	\$	-	\$	-	\$ 411,039





# Item 7 Action/Discussion Items

# **STAFF***Report*

**Date:** March 11, 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 \$271,660.53.

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

esar A. Citiz

### **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

February 6, 2024

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

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 transport 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
<b>Estimated Material</b>	\$117,795.00
Estimated Tax @ 9.50%	\$11,190.53
Total Estimate	\$152,135.53
	Estimated Material Estimated Tax @ 9.50%

Quote Number: 020624-1DS



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@tricountypump.net		

February 6, 2024

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

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:

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
<b>Estimated Material</b>	\$62,550.00
Estimated Tax @ 10.00%	\$6,255.00
Total Estimate	\$119,525.00

Quote Number: 020624-2DS

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@tricountypump.net		

PRESIDENT
William R. Rojas
VICE PRESIDENT
John P. Escalera

DIRECTORS Henry P. Hernandez David E. Argudo

Cesar J. Barajas

GENERAL MANAGER Roy Frausto



February 29, 2024

VIA E-MAIL

Settlement Administrator info@pfaswatersettlement.com

Representatives for 3M Counsel Thomas J. Perrelli, Eq. TPerrelli@jenner.com

Representatives for Class Counsel Michael London, Esq. mlondon@douglasandlondon.com

Richard Bulger, Esq. Rbulger@mayerbrown.com

Re: Withdrawal of Request for Exclusion – La Puente Valley County Water District

Dear Sir/Madam

La Puente Valley County Water District (the "District") has previously submitted a Request for Exclusion from the settlement with 3M Company and related companies (collectively, "3M") in the Multi-District PFAS litigation.

The District hereby rescinds and withdraws its Request for Exclusion from the settlement with 3M and elects to remain a class member and participate in that settlement.

I am the duly appointed General Manager of the District and am legally authorized to act on behalf of the District regarding the settlement with 3M.

Please let me know if you have any questions regarding this withdrawal or need any further information.

Sincerely,

Roy Frausto General Manager

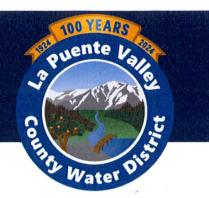
La Puente Valley County Water District

PRESIDENT
William R. Rojas
VICE PRESIDENT
John P. Escalera

**DIRECTORS**Henry P. Hernandez
David E. Argudo

Cesar J. Barajas

GENERAL MANAGER Roy Frausto



March 5, 2024

VIA E-MAIL

Settlement Administrator info@pfaswatersettlement.com

Representatives for DuPont Counsel Graham W. Meli GWMeli@wlrk.com

Kevin T. Van Wart kevinvanwart@kirkland.com

Michael T. Reynolds mreynolds@cravath.com

Representatives for Class Counsel Michael London, Esq. mlondon@douglasandlondon.com

Re: Withdrawal of Request for Exclusion – La Puente Valley County Water District, PWS ID 1910060

Dear Sir/Madam

La Puente Valley County Water District (the "District") has previously submitted a Request for Exclusion from the settlement with DuPont and related companies (collectively, "DuPont") in the Multi-District PFAS litigation.

The District hereby rescinds and withdraws its Request for Exclusion from the settlement with DuPont and elects to remain a class member and participate in that settlement.

I am the duly appointed General Manager of the District and am legally authorized to act on behalf of the District regarding the settlement with DuPont.

Please let me know if you have any questions regarding this withdrawal or need any further information.

Sincerely,

Roy Frausto General Manager

La Puente Valley County Water District

P: 626-330-2126 F: 626-330-2679

E: rfrausto@lapuentewater.com

Mailing Address: P.O. Box 3136, La Puente, CA 91744

# **STAFF***Report*

Meeting Date: March 11, 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 Employe 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
- 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 on February 26, 2024.

### SUMMARY

Staff is proposing revisions to the language regarding the accrual of Sick Leave. The need for this revision arises from the discrepancy in wording between Sick Leave and Vacation accruals. The current wording specifies accrual per pay period for Sick Leave, while Vacation accrual is stated per month. To maintain cohesion in language, the proposed change is aimed at aligning Sick Leave accrual with the monthly format, consistent with the Vacation accrual language.

For your review, enclosed is Resolution No. 302 and the draft Manual.

### FISCAL IMPACT

No fiscal impact as a result of this action.

### RECOMMENDATION

Adopt Resolution No. 302 amending the current employee manual.

Respectfully Submitted,

General Manager

### **ENCLOSURES**

- Enclosure 1: Summary Document

- Enclosure 2: Resolution No. 302

- Enclosure 3: Employee Manual

### 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	No Change
C. Introductory Period	No Change
D. Periodic Employee Evaluation	No Change
E. Normal Workday	No Change
F. On-Call Duty	No Change
G. Policy Against Substance Abuse in the Workplace	No Change
H. Smoking	No Change
I. Outside Employment	No Change
J. Job Injury	No Change
K. Disciplinary Action	No Change
L. Standards of Conduct	No Change
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	No Change
B. Sick Leave	Updated language to align with the vacation accrual language.
C. Holidays	No Change
D. Leave of Absence	No Change
E. Compassionate Leave	No Change
F. Reproductive Loss Leave	No Change
G. Leave Related to Military Service	No Change
H. School Suspension Leave	No Change
Victim of Sexual Assault/Domestic     Violence Leave	No Change
J. Victim of Crime and Judicial Proceedings Leave	No Change
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)	No Change	
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	No Change	
B. Complaint Procedure	No Change	
Sec. X - Workplace Violence	No Change	
Sec. XI. Anti-Harassment and Compliant Procedure		
A. Anti-Harassment Policy	No Change	
B. Complaint Procedure	No Change	
Employee Acknowledgement Form	Changed to reflect new effective date	

# EMPLOYEE POLICIES AND PROCEDURES MANUAL



**Revised March 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 February 26, 2024, 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. <u>Oral Warning</u>. 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. <u>Demotion</u>. Reduction from one position to another having a lower salary range for disciplinary purposes (Demotions resulting from organizational changes and layoffs are not disciplinary actions.)
- e. <u>Discharge</u>. Termination of employment.
- 2. Suspensions of Three (3) Days or Less.
  - a. The General Manager has discretion to suspend any employee for a period of three (3) days or less, and the suspended employee shall have no right of appeal. In such cases, a written notice will be given to and discussed with the employee. A copy of such notice will be placed in the employee's personnel file, along with a signed acknowledgement of receipt thereof by the employee. The notice shall Include the specific charges upon which the action is based, identification of the rule, regulation, or policy violated, and the duration of the suspension. The employee may respond in writing to such notice within seven (7) days, which response, if any, shall be placed in the personnel file with the notice of suspension.
- 3. Suspensions of More than Three (3) Days, Demotion, or Discharge.
  - a. Prior to suspending an employee for more than three (3) days, demoting, or discharging an employee, a written notice of such proposed disciplinary action shall be delivered to the employee personally, or by certified mail to the employee's last known address, at least five (5) business days prior to the effective date of the proposed disciplinary action. Such written notice shall contain:
    - 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 Manger 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 biweekly.
- 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 (1/4), 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 (1/4) 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
  - Sick leave with pay shall be granted to each Full-Time Regular Employee of the District at the rate of 6.67 hours per month; provided that in all events, an employee will accrue at least forty (40) hours of sick leave credit by their 200<sup>th</sup> 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 the 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 200<sup>th</sup> 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 HIPPA 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 1<sup>st</sup> of the month following 30 days from hire date and for Dental and Vision it is the 1<sup>st</sup> 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

11<sup>th</sup> Day of March 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]
[D.4.]
[Date]



# RESOLUTION NO. 302 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 11th day of March 2024

Ayes: Noes: Absent:	
Abstain:	
	President
	Board of Directors
	La Puente Valley County Water District
ATTEST:	
Roy Frausto, Board Secretary	

# **LEGAL SERVICES AGREEMENT**

#### I. <u>INTRODUCTION</u>

#### A. RECITALS.

- 1. This Legal Services Agreement ("LSA" or "Agreement") is made by and among La Puente Valley County Water District (the "DISTRICT"), SL Environmental Law Group PC (SL), the Law Office of Kevin Madonna PLLC (KM), Douglas and London, P.C. (D&L), Taft Stettinius & Hollister, LLP (Taft), and Levin Papantonio Rafferty Proctor Buchanan O'Brien Barr Mougey P.A. (Levin Papantonio). SL, KM, D&L, Taft, and Levin Papantonio are collectively referred to as the "Firms." The Firms and the DISTRICT are collectively referred to as the "Parties."
- 2. The purpose of this LSA is (i) to enter into an attorney-client relationship between the DISTRICT and the Firms for the purpose of investigating and assessing potential claims arising out of the presence of per- and polyfluoroalkyl substances ("PFAS") contaminants in water supply wells affecting the DISTRICT's water systems, the DISTRICT's wastewater treatment system, or other DISTRICT property; and (ii) to provide for the terms and conditions for the representation of the DISTRICT in any civil action that may be filed in the Superior Court or United States District Court ("Legal Action").
- 3. This Agreement is required by California Business and Professions Code section 6147 and is intended to fulfill the requirements of that section.

## II. <u>INVESTIGATION AND ASSESSMENT OF POTENTIAL CLAIMS</u>

#### A. PRE-LITIGATION SCOPE OF SERVICES.

- 1. **Contaminants.** The DISTRICT has detected the presence of certain PFAS compounds (the "Contaminants" or "Contamination") during testing of groundwater wells. The engineering, construction, operation and maintenance of systems to treat contamination in affected wells and/or other property will likely result in significant financial costs to the DISTRICT.
- 2. **Investigation.** The DISTRICT has retained the Firms to assist it in investigating the presence of the Contaminants throughout its systems and property and potential sources of the Contamination, evaluating the potential to recover the costs associated with the Contamination, providing legal advice associated with potential causes of action that could be asserted against responsible parties, and representing the DISTRICT in any Legal Action against parties potentially responsible for the Contamination.

#### B. PRE-LITIGATION COSTS AND FEES.

1. **The DISTRICT.** All pre-litigation costs associated with water sampling, laboratory testing and engineering expenses incurred in the ordinary course of operations shall be paid directly by the DISTRICT.

- 2. **The Firms.** All costs and fees incurred by the Firms during any prelitigation investigation shall be paid directly by the Firms.
- 3. **Recovery of Pre-Litigation Costs and Fees.** Nothing contained herein should be interpreted to preclude seeking recovery of such fees and costs incurred by any Party as part of any Legal Action that may be filed pursuant to this Agreement. In addition, if the Firms file any Legal Action, the Firms may use the time incurred for any investigation contemplated herein to support the reasonableness of this Agreement.

#### C. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEYS.

The DISTRICT is retaining the Firms, not any particular attorney, and attorney services to be provided to the DISTRICT shall not necessarily be performed by any particular attorney.

#### D. DESIGNATION.

The Firms and the DISTRICT will designate specific points of contact to coordinate various stages of investigation and litigation. These designations are intended to establish a clear line of communication and to minimize potential uncertainty, but not to preclude communication between the DISTRICT and the Firms.

# III. <u>LITIGATION SERVICES</u>

#### A. LITIGATION SERVICES TO BE PROVIDED.

- 1. *Inclusions.* It is the intent of the Parties that the Firms shall represent the DISTRICT in a one or more civil actions for damages in the United States District Court as well as in any proceeding by writ or appeal related to that action. The legal services to be provided by the Firms consist of representation of the DISTRICT with respect to:
- a. The contamination of drinking water supplies or other property by the Contaminants or other contaminants identified during the investigation stage described in Section II of this Agreement, as approved by the DISTRICT and the Firms.
- b. Claims and/or actions for damages sustained by the DISTRICT as a result of, among other things, actual or threatened conduct relating to contamination of groundwater, the loss of use of groundwater, the impairment of water rights, the replacement of drinking water supplies, and any past, present, and future costs incurred to construct and maintain systems that can remove the Contaminants from drinking water, groundwater, and/or soil, and any related appeals in such actions.
- 2. **Retention; Filing of Legal Action.** The filing of any Legal Action pursuant to this Agreement shall be at the discretion of the Parties. Nothing in this Agreement shall be construed as obligating the DISTRICT to retain the Firms in connection with any Legal Action or obligating the Firms to file a Legal Action or any appeal on behalf of the DISTRICT.

#### B. LEGAL SERVICES SPECIFICALLY EXCLUDED.

- 1. **Exclusions.** Legal services that are not to be provided by the Firms under this Agreement specifically include, but are not limited to, the following:
- a. Proceedings before any administrative or governmental agency, department or board, including, but not limited to the California Attorney General, the California Public Utilities Commission, California Department of Water Resources, California Department of Toxic Substances Control, any Regional Water Quality Control Board and/or the California State Water Resources Control Board. However, at the DISTRICT's request, the Firms (via relevant designees) shall endeavor to appear at such administrative proceedings to assist legal counsel for the DISTRICT in resolving administrative matters with the potential to affect, adversely or beneficially, the DISTRICT's prospects of recovery in the Legal Action. Such assistance will be provided by the Firms without the DISTRICT being assessed any additional attorneys' fees in connection with such appearance.
- b. Defending any legal action(s) against the DISTRICT commenced by any person, with the exception of any cross-complaints, counterclaims, or other third-party claims filed in or arising from the Legal Action initiated pursuant to this Agreement.
- c. Defending any claim against the DISTRICT for unreasonable use of water and/or waste of water.
  - d. Defending any action concerning water rights.
- 2. Additional Legal Services. If the DISTRICT wishes to retain the Firms to provide any legal services for additional compensation not provided under this Agreement, a separate written agreement between the Firms, the DISTRICT shall be required.

#### C. RESPONSIBILITIES OF THE FIRMS, THE DISTRICT.

- 1. *The Firms' Responsibilities.* The Firms shall perform the legal services called for under this Agreement, keep the DISTRICT informed of progress and developments, and respond promptly to the DISTRICT's inquiries and communications. The Firms shall provide status reports to the DISTRICT on a mutually agreeable schedule, as events reasonably warrant further reporting, and at the further request of the DISTRICT.
- 2. **The DISTRICT's Responsibilities.** The DISTRICT shall cooperate, coordinate, support and assist with the Firms' litigation efforts and keep the Firms reasonably informed of developments in connection with any Legal Action.
- 3. **Selection of Experts.** The Firms and the DISTRICT shall meet and confer regarding selection and retention of experts in the Legal Action. The DISTRICT shall not unreasonably withhold approval of selection and retention of such experts.

- 4. **Settlement.** The Firms shall not settle any Legal Action without the approval of the DISTRICT. The DISTRICT shall have the absolute right to accept or reject any settlement. The Firms shall notify the DISTRICT promptly of the terms of any settlement offer received by the Firms.
- 5. The DISTRICT's Agreement Not to Use, Share, or Disclose the Firms' Materials and Work Product Outside the Context of this Legal Action. Except as may be required by law, the DISTRICT agrees that it shall not use or disclose in any legal proceeding, case, or other context of any kind, other than this Legal Action, or share or disclose to any person not a Party to this Agreement, any documents, work product, or other information made available to or to which the DISTRICT or its counsel acquire access through the Firms or any co-counsel of the Firms, including any fact or expert materials produced and/or generated in any prior discovery proceedings in any litigation involving E. I. du Pont de Nemours and Company, The Chemours Company, and/or the 3M Company, without the express written prior approval and consent of the Firms and all such other co-counsel of the Firms. This paragraph does not limit the DISTRICT from sharing information pertaining to the litigation with the DISTRICT Board of Directors, DISTRICT Legal Counsel, DISTRICT Departments and/or DISTRICT personnel with a need to know such information.

#### D. ATTORNEYS' FEES.

1. **Contingent Fee.** The amount the Firms shall receive as fee for the legal services provided under this Agreement shall consist of a contingent fee ("Contingent Fee"), which shall be calculated as follows: for any settlement or judgment, twenty-five percent (25%) of the Gross Recovery (as defined below).

## 2. Definitions Relevant to Attorneys' Fees.

- a. <u>"Gross Recovery"</u> means the total value received by the DISTRICT of all Cash Recoveries plus Non-Cash Recoveries, whether awarded by Settlement or Final Judgment.
- b. <u>"Net Recovery"</u> means the total value received by the DISTRICT after the payment of attorney fees and costs.
- c. <u>"Costs"</u> include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, reasonable travel and hotel expenses, messenger service fees, photocopying expenses, and process server fees. Items that are not to be considered Costs, and that must be paid by the DISTRICT without being either advanced or contributed to by the Firms, include the DISTRICT's expenses incurred in providing information to the Firms or defendants or as part of investigation(s).
- d. <u>"Final Judgment"</u> means any final, non-appealable court order or judgment terminating any Legal Action filed pursuant to this Agreement and finally determining

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the rights of any parties to the Legal Action where no issue is left for future consideration or appeal.

- e. <u>"Settlement"</u> refers to any voluntary agreement executed by the DISTRICT and any third party to this Agreement, whether resulting from a settlement conference, mediation, or court stipulation, terminating any Legal Action filed pursuant to this Agreement and finally determining the rights of parties to the Legal Action where no issue is left for future consideration or appeal.
- f. <u>"Cash Recovery"</u> means, without limitation, the total monetary amount received by the DISTRICT in a Settlement or Final Judgment arising from an actual or threatened Legal Action by the Firms pursuant to this Agreement, including interest of any kind received by the DISTRICT. "Cash Recovery" does not include any Sanctions (as defined below) or civil penalties that may be awarded under the Unfair Competition Law Business and Professions Code section 17200 et seq ("UCL"), or the False Advertising Law ("FAL").
- g. <u>"Non-Cash Recovery"</u> means, without limitation, the fair market value of any property delivered to the DISTRICT, any services rendered for the DISTRICT's benefit, and any other non-cash benefit, including but not limited to the construction, operation, and maintenance of one or more water treatment facilities; delivery of replacement water; modification, alteration, construction or operation of well(s) and/or any part of a public or private water system; or any other types of injunctive and/or equitable relief conferred on the DISTRICT, in a Settlement or Final Judgment of an actual or threatened Legal Action by the Firms pursuant to this Agreement.
- h. <u>"Present Value"</u> means the interest rate of the one-year treasury bill as reported by the United States Federal Reserve in the weekly Federal Reserve Statistical Release closest in time to the date of the recovery for which the present value is being calculated.
- i. <u>"Sanctions"</u> means a monetary award or the settlement of a monetary award arising from the discovery abuse or other misconduct of a defendant or a defendant's attorneys in the Litigation, such a frivolous motions, objections or defenses, or other discovery abuses.
- j. <u>"Reasonable Fees"</u> or <u>"Reasonable Attorney's Fee"</u> are defined in Section III(D)(1)(i) as twenty-five percent of the Gross Recovery. In the event that a court determines that this fee definition is unenforceable, reasonable fees will mean such fees as is reasonably determined by taking into account the amount of time spent on the Legal Action by the Firms and associate counsel retained by the Firms, the value of that time, the complexity of the Legal Action, the benefit conferred on the DISTRICT, and the financial risk to the Firms and associate counsel by their agreeing to represent the DISTRICT in the Legal Action and to invest time and advance Costs without compensation or reimbursement in the event that there is no Gross Recovery or a Recovery that does not fully compensate or reimburse the Firms and associate counsel for their time and advanced Costs.

#### 3. Calculation of Non-Cash Recovery.

- a. For any Non-Cash Recovery resulting in the receipt of property, the provision of services, or the receipt of other non-monetary benefits by the DISTRICT, such property, services, or other non-monetary benefits shall be deemed for purposes of this Agreement to have been received by the DISTRICT upon the execution of a Settlement or Final Judgment. The value of the services shall be discounted to Present Value.
- b. If any Non-Cash Recovery is awarded in a Final Judgment, or before accepting any settlement offer that involves a Non-Cash Recovery, the DISTRICT shall provide the Firms with its estimate of the value of the Non-Cash Recovery. The Firms shall promptly respond in writing, indicating whether the firms accept said estimate. If the Firms object to the DISTRICT's estimate, the Parties shall proceed as set forth in Section III.G ("Disagreements Concerning Value of Recoveries"). Nothing herein shall impede or restrict the DISTRICT's right to include a Non-Cash Recovery in any Settlement, nor the Firms' right to receive a Non-Cash Recovery.

#### E. DISTRIBUTION OF PROCEEDS.

- 1. The receipt of any Gross Recovery or portion thereof on behalf of the DISTRICT shall be received into one of the Firms IOLTA accounts. Once cleared, payment(s) of the Contingent Fee owed to the Firms in accordance with Agreement shall be made no later than seven (7) days after receipt by the DISTRICT of any Gross Recovery. In the event that there is a Final Judgment of all claims against all defendants and payment has been received by the DISTRICT, except there remains in dispute and Final Judgment has not been obtained on a claim for court-awarded costs or attorneys' fees against the defendants, the DISTRICT will make payment of the Contingent Fee to the Firms based on the Gross Recovery then paid by the defendants and received by the DISTRICT. In this scenario, the Firms will continue the litigation on behalf of the DISTRICT on the remaining issues of court-awarded costs or attorneys' fees, and the DISTRICT shall not be obligated to make any additional payment to the Firms based on any award of costs or fees ultimately made. Any court-awarded costs or attorneys' fees, including any costs or fees arising out of any court-imposed sanctions, received by the Firms as part of the Legal Action shall not be treated as part of the Gross Recovery, but shall, in the case of costs, be credited against corresponding costs incurred by the Firms on the DISTRICT's behalf, or, in the case of fees, credited against the Contingent Fee.
- 2. The Legal Action may be filed as or become part of a Federal Multi-District Litigation ("MDL") docket, on which one or more attorneys from the Firms currently, or will in the future, serve on plaintiff management or executive committees, performing work that benefits multiple clients of the Firms, as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where an MDL is pending may order that one or more of the Firms is to receive additional compensation for time and effort which has benefitted all claimants in the MDL. Compensation for this work and effort, known as "common benefit work," may be awarded to Attorneys and paid out of the MDL court's assessments against settlements, including settlements on behalf of the DISTRICT and others who have filed claims that are pending in the MDL court. This common benefit compensation is separate and distinct from any Contingent Fee owed under this Agreement.

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#### F. REASONABLE FEE IF CONTINGENT FEE UNENFORCEABLE.

- 1. **Reasonable Fee.** In the event of a Final Judgment finding that the Contingent Fee portion of this Agreement is unenforceable for any reason or that the Firms cannot represent the DISTRICT on a Contingent Fee basis, the DISTRICT shall, after a good faith meet and confer process, pay the Firms a reasonable fee for the services rendered.
- 2. **Fee Determination.** The Parties shall use best efforts to negotiate a reasonable fee. If the Parties fail to do so, said fee shall be determined by arbitration proceedings before a mutually agreeable arbitration service, but absent such agreement, before the Judicial Arbitration and Mediation Services (JAMS), with any costs of such proceedings born by the DISTRICT and the Firms.

#### G. DISAGREEMENTS CONCERNING VALUE OF RECOVERIES.

- 1. **Procedure.** In the event the Parties disagree with respect to the value of any Contingent Fee, Net Recovery, Cash or Non-Cash Recovery, Costs (collectively, "<u>Disputed Recoveries</u>") or settlement offer, and the Parties cannot resolve the disagreement through good faith negotiations, the Parties shall proceed as follows:
- a. Each party shall select an appraiser qualified to conduct an appraisal of the value of the Disputed Recoveries or settlement offer within five (5) days of any written notice to the other party advising of a bona fide dispute that cannot be resolved by negotiations.
- b. Each party's selected appraiser shall then confer and select a third qualified appraiser within five (5) days of said conference, and the third appraiser shall determine the value of the Disputed Recoveries or settlement offer.
- c. The third party appraiser shall conduct an appraisal, and the valuation of any Disputed Recoveries or settlement offer shall be final and binding, subject to appeal by arbitration in the case of Disputed Recoveries as provided in Section VI.I ("Arbitration of Disputes").
- 2. **Expenses.** The DISTRICT and the Firms shall each bear the expense of their own selected appraiser, and the DISTRICT and the Firms shall each pay one-half of the expenses of the third appraiser.
- **H. NEGOTIATED FEE.** The DISTRICT is informed that the Attorneys' Fees provided for herein are not set by law but rather are negotiable between the Firms, the DISTRICT and their respective counsel.

#### I. DIVISION OF ATTORNEYS' FEES.

1. **Division of Fees; Disclosure.** The Firms may divide the fees and/or costs to which it is entitled under this Agreement with another attorney or law firm retained as associate counsel. The terms of such additional division, if any, shall be disclosed to the DISTRICT. The

DISTRICT is informed that, under the Rules of Professional Conduct of the State Bar of California, such a division may be made only with the DISTRICT's written consent after a full disclosure to the DISTRICT in writing that a division of fees shall be made and of the terms of such division. The division of fees among the Firms will be provided by a separate document to the DISTRICT.

2. **Retention of Associate Counsel.** The Firms may retain associate counsel to assist with litigating a Legal Action pursuant to this Agreement. The attorney or law firm selected by the Firms shall be subject to the DISTRICT's approval.

#### J. COSTS.

- 1. *Costs Advanced by the Firms*. The Firms shall advance all Costs incurred in connection with the Firms' representation of the DISTRICT under this Agreement. Costs shall be advanced by the Firms and then paid by the DISTRICT from any Gross Recovery, subject to the limitations and allocation of cost methodology described in Section E. The Firms shall notify the DISTRICT of the total amount of Costs advanced upon request.
- 2. Apportionment of Costs. The DISTRICT acknowledges and agrees that Costs may include expenses that benefit both the DISTRICT and other clients of the Firms who are investigating or litigating claims similar to those brought on behalf of the DISTRICT in the Legal Action, including but not limited to the expenses of taking discovery, conducting investigations, and hiring expert witnesses. The expenses that benefit both the DISTRICT and other clients will be allocated among cases pending at the time of settlement or judgment that have not yet received final judgment such that the DISTRICT is responsible for only that the portion of such expenses reasonably attributable to the expenses of conducting the Legal Action on behalf of the DISTRICT, and only that portion attributable to DISTRICT shall be treated as Costs in the event of a Net Recovery.
- 3. **Reimbursement; Risk of Loss.** The Firms shall be reimbursed for any Costs that are the responsibility of the DISTRICT before any distribution to the DISTRICT. If there is no Cash Recovery or the Gross Recovery is insufficient to reimburse the firms in full for the Costs advance, the Firms shall bear the loss for any Costs not reimbursed under this Agreement.
- 4. **Defense of Attorneys' Fees and Costs to Third Party.** Notwithstanding any provision of this Agreement to the contrary, the Firms shall defend the DISTRICT in any motion seeking an award of Attorneys' Fees or costs against the DISTRICT in any Legal Action brought under this Agreement. Any costs incurred in such defense shall be treated as Costs for purposes of, and in the manner provided by, this Agreement.

## IV. REPRESENTATION OF ADVERSE INTERESTS

#### A. DISCLOSURE.

1. **Duty to Disclose; No Conflicts Identified.** If any of the Firms have a relationship with another party with interests adverse to the DISTRICT, or with someone who would be substantially affected by any action taken under this Agreement, the Rules of Professional Conduct require the Firms to disclose that to the DISTRICT so the DISTRICT can evaluate whether that relationship causes the DISTRICT to have any concerns regarding any of the Firms' loyalty, objectivity, or ability to protect the

#### 2. Representation of Other Clients; Waiver of Potential Conflicts.

- a. The DISTRICT understands that currently, and from time to time, the Firms represent other municipalities, governmental agencies, governmental subdivisions, or investor-owned public water utilities in other actions or similar litigation, and that such work is the focus of the Firms' practice. Further, the DISTRICT understands that the Firms represent other clients in actions similar to what would be brought under this Agreement and against the same potential defendants. The DISTRICT understands that a recovery obtained on behalf of another client in a similar suit against the same defendants could, in theory, reduce the total pool of funds available from these same defendants to pay damages in a Legal Action brought under this Agreement. The DISTRICT understands that the Firms would not take on this engagement if the DISTRICT required the Firms to forgo representations like those described above. The DISTRICT has conferred with its own separate and independent counsel about this matter, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest that may occur as the result of the Firms' current and continuing representation of cities and other water supplier in similar litigations, because such waiver enables the DISTRICT to obtain the benefits of the Firms' experience and expertise.
- b. The DISTRICT consents that the Firms may continue to handle such work, and may take on similar new clients and matters without disclosing each such new matter to the DISTRICT or seeking the consent of the DISTRICT while representing it.
- c. The Firms shall not, of course, take on such other work if it requires the Firms to be directly adverse to the DISTRICT while the Firms are still representing the DISTRICT under this Agreement.

#### V. TERMINATION

#### A. DISCHARGE OF ATTORNEY.

- 1. **Right to Discharge.** The DISTRICT may discharge the Firms at any time, with or without cause, by written notice effective when received by the Firms. The DISTRICT shall have the right to terminate this Agreement with cause upon the Firms breach of this Agreement or its failure to strictly adhere to the California Rules of Professional Conduct. Unless specifically agreed by the Firms and the DISTRICT, the Firms shall provide no further services and advance no further Costs on the DISTRICT's behalf after receipt of the notice of discharge. If any or all of the Firms are the DISTRICT's attorney of record in any proceeding, the DISTRICT shall execute and return a substitution-of-attorney form within a reasonable time after receipt from the Firms.
- 2. **Reimbursement of Costs; Fees.** In the event the Firms are discharged without cause before the conclusion of a Legal Action, the DISTRICT shall (i) reimburse the Firms for any and all Costs advanced by the Firms for such Legal Action not later than thirty (30) days from receipt of a reasonably detailed final cost accounting from the Firms, and (ii) upon the conclusion of the Legal Action, pay the Firms a Reasonable Attorneys' Fee for services performed up to the point

of the discharge. Nothing herein shall be construed to limit the DISTRICT's rights and remedies in the event of a discharge of the Firms for cause, and the DISTRICT reserves the right to withhold payment of attorney's fees to the Firms to the extent that the Firms are discharged by the DISTRICT for good cause. For purposes of this Section V(A), the term "for cause" shall mean where the Firms have breached this Agreement or otherwise failed to provide legal services that meet professional standards.

#### B. WITHDRAWAL OF ATTORNEY.

1. **Right to Withdraw.** The Firms may withdraw from representation of the DISTRICT (i) with the DISTRICT's consent, (ii) upon court approval, or (iii) if no Legal Action is filed, for good cause upon reasonable notice to the DISTRICT. Good cause includes the DISTRICT's material breach of this Agreement, the DISTRICT's unreasonable refusal to cooperate with the Firms or to follow the Firms' advice on a material matter after elevation of the matter to the DISTRICT's Board of Directors, or any other fact or circumstance that would render the Firms' continuing representation unlawful or unethical. Notwithstanding the Firms' withdrawal for good cause, the DISTRICT shall remain obligated to pay the Firms and any associated counsel, out of the Gross Recovery if there is a recovery at the time of withdrawal, a Reasonable Fee for all services provided and to reimburse the Firms for all reasonable Costs advanced before the withdrawal.

#### 2. Withdrawal Without Cause.

- a. The Firms may terminate this Agreement at any time, without cause, by giving the DISTRICT not less than sixty (60) days prior written notice of termination, said notice to specify the effective date of the termination and provide for a reasonable transition of the case, without prejudice to the DISTRICT, to qualified replacement counsel. Where the Firms terminate this Agreement without cause, the Firms shall not be entitled to the recovery of any amount, regardless of the status of any pending Legal Action, and regardless of whether any amounts have been or are subsequently received by the DISTRICT.
- b. Any withdrawal by the Firms, with or without cause, shall be subject to California Rules of Professional Conduct, Rule 3-700 which specifies that an attorney "shall not withdraw from employment until [he/she] has taken reasonable steps to avoid reasonably foreseeable prejudice to the rights of the client, including giving due notice to the client [and] allowing time for employment of new counsel...".

#### VI. TERMINATION

- A. LIEN. The DISTRICT hereby grants the Firms a lien, to the extent allowed under California law, on any and all claims or causes of action that are the subject of the Firms' Contingent Fee and/or Costs advanced under this Agreement. The Firms' lien shall be for sums owed to the Firms for any unpaid Contingent Fee and Costs at the conclusion of the Firms' services. The lien shall attach to any Gross Recovery the DISTRICT may obtain.
- **B. RELEASE OF THE DISTRICT'S PAPERS AND PROPERTY.** Upon the conclusion of services under this Agreement, the Firms shall release promptly to the DISTRICT on request all of the DISTRICT's papers and property. "The DISTRICT's papers and property"

includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the DISTRICT's representation, regardless of whether the DISTRICT has paid for said documents or property.

- C. INDEPENDENT CONTRACTOR. The relationship to the DISTRICT of the Firms, and any associate counsel or paralegal provided through the Firms, in the performance of services hereunder, is that of independent contractor and not that of employee of the DISTRICT, and no other wording of this Agreement shall stand in derogation. The fees and expenses paid to the Firms hereunder shall be deemed revenues or expense reimbursements of the Firms' offices practices and not remuneration for individual employment apart from the business of the individual Firm's law offices.
- **D. DISCLAIMER OF GUARANTEE.** Although the Firms may offer an opinion about possible results regarding the subject matter of this Agreement, the Firms cannot guarantee any particular result. The DISTRICT acknowledges that none of the Firms have made promises about the outcome and that any opinion offered by the Firms in the future shall not constitute a guarantee.
- **E. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement shall be binding on the parties.
- F. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.
- **G. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Agreement.
- H. RECITALS; TITLES, SUBTITLES, HEADINGS. The recitals to this Agreement are part of this Agreement, but all titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Agreement.
- I. ARBITRATION OF DISPUTES. Notwithstanding any other provision of this Agreement, any disputes relating to the Firms' Contingent Fee and/or arising out of this Agreement may first be submitted to the State Bar's program for arbitration of fee disputes pursuant to Business and Professions Code section 6200 et seq. If a fee dispute arises, the Firms shall provide the DISTRICT with information about the State Bar program.
- J. VENUE IN ACTION ON AGREEMENT. In any dispute relating to the Contingent Fee or other dispute arising out of this Agreement, the venue shall be San Francisco County, California.
- **K. GOVERNING LAW.** The terms and provisions of this Agreement and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State of California.

- L. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date when last executed by all of the Parties. Once effective, this Agreement shall, however, apply to services provided by the Firms on this matter before its effective date.
- M. AUTHORITY OF PARTIES. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf each sign.
- N. EXECUTION. This Agreement may be executed by transmittal of electronic (.pdf) signature counterparts.

The foregoing is agreed to by:

# LA PUENTE VALLEY COUNTY WATER DISTRICT

By	
	Date
THE FIRMS:	
SL Environmental Law Group PC Alexander Leff	Date
Taft Stettinius & Hollister LLP Robert A. Bilott	Date
Douglas & London Michael A. London	Date
Levin Papantonio Rafferty Proctor Buchanan O'Brien Barr Mougey P.A. Ned McWilliams	Date

Law Office of Kevin Madonna PLLC	Date	_
Kevin J. Madonna		



# Item 8 Operations and Maintenance Report

# Memo

**Date:** March 11, 2024

To: Honorable Board of Directors

From: Paul Zampiello, Operations & Maintenance Superintendent

Subject: Monthly Operations & Maintenance Superintendent's Report



The following report summarizes LPVCWD, IPU Waterworks, BPOU, and PVOU operational and compliance activities of February and since the last report to the Board. The report also includes the status of various projects for each system.

## DISTRIBUTION, SUPPLY AND PRODUCTION

- Monthly Water Production Summary Total production from the LPVCWD Wellfield for the month of February was 271.38 AF, of which 189.47 AF was delivered to Suburban Water Systems. IPU Waterworks Well No. 5 produced a total of 166.72 AF in the month of February. The February Monthly Production Report is provided as *Attachment 1*.
- Well Water Levels and Pumping Rates The latest static water level, pumping water level, and pumping rate for LPVCWD and IPU Waterworks are as shown in the table below.

	Stat	ic Water L	evel (Ft)	Pumpi	ng Water	Level (Ft)			
Well	2023	2024	Difference Current - 2023 (%)	2023	2024	Difference Current - 2022 (%)	Drawdown (Ft)	Current GPM Pumping Rate	Specific Capacity (GPM/Ft)
LPVCWD 2*	161.5	123.3	23.7%	191	-	-	-	-	-
LPVCWD 3*	162	121.5	25.0%	168	-	-	-	-	-
LPVCWD 5	149	122.7	17.7%	170	154	9.4%	31.3	2,419	77.3
COI 5	108	80	25.9%	164	167	-1.8%	87	1,388	16.0

<sup>\*</sup>Well No. 2 is currently out of service due to a scheduled well rehabilitation / Well No. 3 was not used in the month of February

Monthly Water Conservation – A summary of LPVCWD and IPU Waterworks usage for the past 6 months as compared to the previous year is shown below.

# **LPVCWD Monthly Water Consumption**

Month	2022-23	2023-24	Difference Current- Previous Year (%)	Accumulative Difference (%)
September	144.15	130.15	-9.7%	-9.7%
October	135.34	123.03	-9.1%	-9.4%
November	112.27	111.56	-0.6%	-6.5%
December	108.13	102.38	-5.3%	-6.2%
January	97.71	90.50	-7.4%	-6.4%
February	93.94	79.62	-15.2%	-7.9%

# **IPU Waterworks Monthly Water Consumption**

Month	2022-23	2023-24	Difference Current- Previous Year (%)	Accumulative Difference (%)
September	111.51	104.64	-6.2%	-6.2%
October	103.19	106.65	3.4%	-1.4%
November	89.33	93.44	4.6%	0.6%
December	86.31	96.21	11.5%	3.3%
January	74.29	87.21	17.4%	6.1%
February	71.62	76.43	6.7%	6.2%

#### CAPITAL / OTHER PROJECTS

- LPVCWD Recycled Water Project Staff has completed the application process for three recycled water retrofit locations, 15700 Dan, Julian Rd., 488 Parriott Pl., and 458 Parriott Pl. Staff has also begun scheduling the initial site Inspections and shutdown test to finalize retrofit design plans. It is anticipated that these three locations will be completed in March and activated once LA County Department of Health provides final approval.
- LPVCWD Nitrate Treatment System Staff is currently preparing to conduct the final system test for the nitrate treatment system and conclude the water quality sampling within the upcoming week. Upon the successful completion of testing and sampling procedures, Staff will proceed to compile and submit the final engineering report and permit application to the Department of Drinking Water (DDW) for approval.
- 3. IPUWS Lomitas Reservoir Bypass Line Field investigation efforts have commenced at Lomitas Reservoir to assess the current conditions and configuration of the piping to the reservoir and pump station. This work is in preparation for the relocation of the Lomitas reservoir bypass line. Following the completion of initial pothole locations, Staff has identified the need for further investigation and will undertake additional efforts in the coming week. Upon the conclusion of all field investigations, Staff will revise GIS files and as-built records to accurately document all identified pipes in their respective locations.
- 4. LPVCWD & IPUWS Distribution Leak Repairs & Maintenance Field staff performed various replacements and leak repairs to the water distribution systems in February. They have repaired and replaced: 3 water service lines, 1 mainline repair, 7 meter replacements, 8 meter box replacements and 2 curb stop replacements.

# **DEVELOPMENT PROJECTS**

- LPVCWD New 34-Unit Mix-Used Apartment Building at 15861 Main Street –Staff has been
  coordinating with the developer for this project and is scheduled to meet with them on-site to discuss
  the location of the requested new water services, which include a new 4-inch water meter and fire
  service. The developer will then provide the necessary information to the district to prepare a cost
  estimate for the requested service upgrades.
- 2. IPUWS New ADU Project at 314 3rd Avenue Staff received a request from the property owner at 16149 Abbey St. to install a new 1-inch water service and meter for a new ADU project. Staff completed the installation of the requested water service line.
- LPVCWD New Housing Development at 15722 Montana Ave Staff recently received a deposit for the requested new 1-inch water meter service line for the ADU project. Staff completed the installation of the requested new water services and are working with the property owner to start the service.

# La Puente Valley County Water District

# PRODUCTION REPORT - FEBRUARY 2024

LPVCWD PRODUCTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2024 YTD	2023
Well No. 2	0.00	0.00											0.00	1454.41
Well No. 3	0.00	0.00											0.00	60.06
Well No. 5	303.97	271.38											575.35	2196.36
Interconnections to LPVCWD	2.42	0.51											2.93	25.62
<u>Subtotal</u>	306.39	<u>271.89</u>	0.00	0.00	0.00	0.00	<u>0.00</u>	0.00	0.00	0.00	<u>0.00</u>	0.00	<u>578.28</u>	3770.01
Interconnections to SWS	210.94	189.47											400.41	2168.86
Interconnections to COI	4.95	2.80											7.75	30.90
Interconnections to Others	0.00	0.00											0.00	0.00
Subtotal	215.89	<u>192.27</u>	0.00	0.00	0.00	0.00	<u>0.00</u>	0.00	0.00	0.00	<u>0.00</u>	0.00	<u>408.16</u>	2199.76
Total Production for LPVCWD	90.50	<u>79.62</u>	0.00	0.00	0.00	0.00	<u>0.00</u>	0.00	<u>0.00</u>	0.00	<u>0.00</u>	0.00	<u>170.12</u>	1570.25
CIWS PRODUCTION														
COI Well No. 5 To SGVWC B5	184.36	166.72											351.08	1957.32
Interconnections to CIWS														
SGVWC Salt Lake Ave	0.51	0.50											1.01	6.33
SGVWC Lomitas Ave	84.16	73.43											157.59	1209.58
SGVWC Workman Mill Rd	0.01	0.21											0.22	0.06
Interconnections from LPVCWD	4.95	2.80											7.75	30.90
<u>Subtotal</u>	89.63	<u>76.94</u>	0.00	0.00	0.00	0.00	<u>0.00</u>	0.00	0.00	0.00	<u>0.00</u>	0.00	166.57	1246.87
Interconnections to LPVCWD	2.42	0.51											2.93	24.06
Total Production for CIWS	<u>87.21</u>	<u>76.43</u>	0.00	<u>0.00</u>	0.00	0.00	<u>0.00</u>	0.00	0.00	0.00	<u>0.00</u>	<u>0.00</u>	<u>163.64</u>	1222.81



# Item 9 Treatment and Supply Report

# Memo

**To:** Honorable Board of Directors

**Date:** March 11, 2024

From: Cesar A. Ortiz, Water Treatment & Supply Superintendent

**Subject:** Monthly Water Treatment & Supply Superintendent Report



The following report summarizes LPVCWD, IPU Waterworks System, BPOU and PVOU-IZ & SZ treatment operations and production, which includes the status of various projects for each system.

# WATER QUALITY / COMPLIANCE

- **Distribution System Monitoring** District Staff collected all required water quality samples from both LPVCWD & IPUWS distribution systems for the month; approximately **54** samples were collected. All results met State and Federal drinking water quality regulations.
- Treatment Monitoring & Compliance All water quality compliance samples were collected from all the treatment processes and plant effluent, as required. Approximately **164** samples were collected.
- **Source Monitoring** All water quality samples were collected from all the Wells, as required. Approximately **12** samples were collected. The table below summarizes LPVCWD Wells' current water quality for contaminants of concern.

	СТС	TCE	PCE	Perchlorate	1,4- Dioxane	NDMA	Nitrate
Well Sampled	MCL=6 ppb	MCL = 5 ppb	MCL = 5 ppb	MCL=6 ppb	NL = 1 ppb	NL=10 ppt	MCL=10 ppm
LPVCWD 2*	NS	NS	NS	NS	NS	NS	NS
LPVCWD 3	NS	NS	NS	NS	NS	NS	NS
LPVCWD 5	ND	3.3	.51	10	0.11	3.2	8.6

ND – None Detected

<sup>\* -</sup> Well No. 2 is Out of Service for rehabilitation and repairs.

LPVCWD - BPOU Wells	Well 2	Well 3	Well 5
Acre Feet Produced	0 AF	0 AF	271.38 AF

• The Bi-monthly Nitrate Concentrations for SP-6 and SP-10 are provided as *Attachment 1*.

NS – Not Sampled

# OPERATIONAL UPDATES / PROJECTS & MAINTENANCE ACTIVITIES

1) **BPOU Treatment Plant** – Nitrate Project is moving forward.

# • BPOU Plant Operations -

- o The treatment plant is in normal operation flowing through the Nitrate bypass line.
- o The treatment plant is operating on Well No. 5, Well No. 2 is out of service for rehabilitation and Well 3 is not run in combination with Well 5.

#### • Maintenance Items –

- Staff have performed various weekly chemical calibrations, monthly analyzer cleanings and calibrations, SPIX pre-filter change-outs, daily treatment plant rounds and monthly reporting.
- 2) **PVOU-IZ** Treatment Plant Start up items are still being addressed by the group, consisting of Wigen-RO, SPI, Geosyntec, RCFoster, Northrop Grumman and the LPVCWD teams.

#### • IZ Plant Operations –

o Staff continue to run the plant daily and complete daily rounds and maintenance.

#### Maintenance Items –

- o PVOU IZ-2 WELL, path forward has been approved by Northrup Grumman and we are working with the contractor on scheduling and permitting to begin mobilization.
- We had received approval from Northrup Grumman (NG) for the electrical conduit rework on the Wigen RO system skids, but NG suggested a modified scope of work to pursue and requested a new quotation, we are awaiting a proposal from our electrician to move forward.
- The rebuilt and modified chemical skids have arrived on site, back from Wigen and have been installed by RCFoster and programmed by Wigen and are being utilized by LPVCWD operators during current plant operations.
- 3) **PVOU-SZ** Treatment Plant The construction team is scheduling pre-startup meetings and preparing for actual testing. LPVCWD staff has continued O&M maintenance oversight.

## • SZ Plant Operations –

- Staff continue to operate the plant and flush water through the entire system on a weekly basis.
- o Staff continue to run the Shallow Zone Wells on a bi-weekly basis.

#### • Maintenance Items –

o Staff is taking care of general plant maintenance while in construction phase.

# 4) LPVCWD Distribution Sites –

- o Staff had one UPS fail at CIWS Lomitas booster station, it was replaced and will follow up with scheduling regular replacement or repair intervals.
- o Lomitas booster station bypass line relocation project has begun with potholing at the site, this is needed to plan for the tie in and for on site location of pipelines and utilities.

# SP-6 and SP-10 Nitrate Concentrations EPA Method 353.2 MCL = 10 mg/L

Nitrate Concentrations January 2024 - February 2024								
Date	SP-6	SP-10	Well(s)	Comments				
1/2/2024	8.8	8.8	5	Weck Lab (353.2)				
1/8/2024	8.7	8.8	5	Weck Lab (353.2)				
1/11/2024	5.6	5.7	5	Weck Lab (353.2)				
1/16/2024	8.0	7.9	5	Weck Lab (353.2)				
1/23/2024	8.9	8.8	5	Weck Lab (353.2)				
1/25/2024	8.4	8.3	5	Weck Lab (353.2)				
2/5/2024	8.9	8.8	5	Weck Lab (353.2)				
2/8/2024	5.5	5.4	5	Weck Lab (353.2)				
2/12/2024	8.4	8.4	5	Weck Lab (353.2)				
2/15/2024	8.5	8.5	5	Weck Lab (353.2)				
2/20/2024	8.5	8.5	5	Weck Lab (353.2)				
2/22/2024	8.2	8.2	5	Weck Lab (353.2)				

AVERAGE	8.0	8.0
MINIMUM	5.5	5.4
MAXIMUM	8.9	8.8

#### Notes:

All units reported in milligrams per Liter (mg/L)

MCL = Maximum Contaminent Level

N/A = Not Available (Lab Results)



112 N. First St. La Puente, Ca 91744

Attachment 1



# Item 10 Administrative Report

# Administrative Report March 11, 2024





# **Board Communication**

Form 700 Filings - Due 04/02/24



# **Public Communication & Outreach**

- Hosting Fix a Leak Week Workshop 3/20/24
- City of La Puente Easter Event 3/30/24



## Website

**Updated to meet requirements for Certificate of Transparency** 



# **Social Media**

Topic	Comments
Number of Instagram Posts	5
Number of Instagram Stories	5
Number of Instagram Followers	327
Post Related to Main Shutdowns	0
Number of LinkedIn Posts	5
Number of LinkedIn Followers	10
CET Program	1
CET Scholarship	0





# Item 11 General Manager's Report

# General Manager Report

**Date:** March 11, 2024

**To:** Honorable Board of Directors **From:** Roy Frausto, General Manager

**RE:** General Manager Report



#### **GENERAL MANAGER REPORT TOPICS**

- Baldwin Park Key Well Elevation 222.6 ft as of March 1, 2024.
- 2023-24 Rainfall (Puddingstone Dam) The current year rainfall as of February 29, 2024, is 17.36 inches.
- CIWS Feasibility Study Final treatment feasibility study has been completed by Stetson Engineers. CR's provided comments on October 27, 2023. City staff is coordinating to schedule a meeting to discuss a path forward.
- CIWS & LPVCWD Agreement The final agreement has been executed by both the City and District.
- Recycled Water Project
  - Staff is working on finalizing testing to activate recycled water service at 333 Hacienda Blvd.
- District Office Staff is exploring other potential properties
- District staff applied for a join grant application with COI for the AMI Project. We expect to hear back sometime in July of 2024 if any funds will be awarded.

#### **STAFFING**

Jordan Navarro - 3 Years of Service

Daney Casas – New Full Time Customer Support and Accounting Clerk I

# **GENERAL MANAGER ACTIVITIES**

Meetings/Activity	Date		
Filming with VCWD	February 5		
Management Weekly Meeting	February 5, 12, 20		
SZ-S Start-Up Testing and Commissioning	February 5, 13, 21, 27		
Ops Meeting	February 5, 12, 20		
PVOU-IZ 97-005 DDW USEPA-LPVCWD-NGC	February 7		
100 Year Ad Hoc	February 7		
Watermaster Board Meeting	February 7		
IPUC Meeting	February 8		
Employee Check-in	February 8		
Operational Incidents	February 13, 20		
Biweekly Public Outreach	February 13, 27		
IPU Water Ops Meeting	February 14		
PWAG Executive Committee Meeting	February 14		
Producer Meeting	February 14		
Watermaster Board Meeting	February 14		
COI, LPVCWD, RWD, WVWD Monthly Meeting	February 15		
NG/LPVCWD Biweekly	February 20		
PVOI – IZIR & SZ-SIR	February 21, 28		
Special IPUC Meeting	February 22		
SCWUA Board Meeting/Lunch	February 22		
Nitrate Treatment System As-Builts	February 22		
Master Schedule Review Meeting	February 23		
Coach Paul	February 23		
COI Tour	February 26		
Eriks Retirement Lunch	February 28		
Leadership Breakfast	February 29		
Discussion on Settlements	February 29		



# Item 12 Upcoming Events

# **Upcoming Events**

**Date:** March 11, 2024

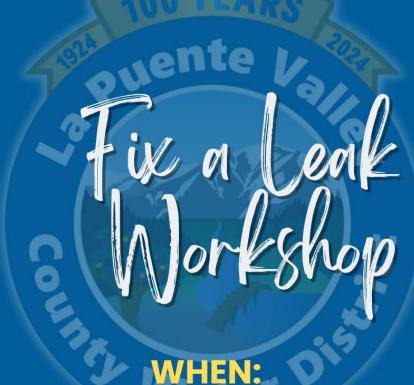
To: Honorable Board of Directors

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					





WEDNESDAY, MARCH 20, 2024 @ 4:30PM

> **DUE TO LIMITED SEATING RESERVATIONS ARE REQUIRED**

# WHAT YOU'LL LEARN:

- WHAT IS FIX A LEAK WEEK?
- **FACTS ON LEAKS**
- **HOW TO DETECT A LEAK**

**EACH ATTENDEE WILL RECEIVE A WATER SMART HOME KIT\*** 

\* WORTH OVER \$250

**TO RESERVE** PLEASE CALL OR VISIT OUR OFFICE

(626) 330-2126 112 N. 1ST ST. **LA PUENTE, CA 91744** 



# MARCH 6, 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 January 26, 2024, the Baldwin Park Key Well groundwater elevation was 222.4 feet.
- On February 26, 2024, the Baldwin Park Key Well groundwater elevation was 222.4 feet, an increase of about 0.4 feet from the prior week. The historic low was 169.4 feet on November 21, 2018.
  - No change from the prior month.
  - ❖ About 35 feet higher than one year ago (represents 280,000 acre-feet). Includes an estimated 77,000 acre-feet of untreated imported water in cyclic storage accounts, which represents about 10 feet of groundwater elevation at the Key Well.
    - Producer Cyclic Storage 58,000 AF
    - MWD Cyclic Storage (for UD RDA delivery) 0 AF
    - Other Cyclic Storage 19,000 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 February 29, 2024
  - ❖ Average rainfall from July 1<sup>st</sup> through February 28<sup>th</sup> of each year is 13.20 inches.
  - Rainfall during July 1, 2023 through February 29, 2024 is 19.62 inches, which is 149 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 February 29, 2024
  - \* Average rainfall from July 1st through February 28th of each year is 10.80 inches
  - Rainfall during July 1, 2023 through February 29, 2024 is 20.93 inches which is 194 percent of average.
  - Rainfall during July 1, 2022 through June 30, 2023 was 28.40 inches, which was 188 percent of average.

## Report of the Watermaster Engineer on Hydrologic Conditions - March 6, 2024 (continued)

# ♣ 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 acrefeet.
  - Morris Reservoir is located downstream of and receives releases from San Gabriel Reservoir and has a maximum storage capacity of 28,736 acrefeet. 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 February 27, 2024 was 55,766 acre-feet (about 67 percent of capacity).
  - San Gabriel Reservoir inflow was 484 cfs and release was 0 cfs as of February 27, 2024.
  - Morris Reservoir inflow was 34 cfs and release was 200 cfs as of February 27, 2024.

# **↓** 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 January 2024, Upper District did not make deliveries through USG-3.
- During February 2024, Upper District does not plan to make deliveries through USG-3.

## ➤ Three Valleys District

- During January 2024, Three Valleys District did not make deliveries through PM-26.
- During February 2024, Three Valleys District does not plan to make deliveries through PM-26.
- During January 2024, Three Valleys District did not make deliveries through USG-3 and to the San Gabriel Canyon.
- During February 2024, Three Valleys District does not plan to make deliveries through USG-3 and to the San Gabriel Canyon

## Report of the Watermaster Engineer on Hydrologic Conditions – March 6, 2024 (continued)

- > San Gabriel District
  - During January 2024, San Gabriel District delivered 1,934 acre-feet to the San Dimas Wash.
  - During January 2024, San Gabriel District did not make deliveries to the San Gabriel Canyon and San Gabriel River.
  - During February 2024, San Gabriel District does not plan to make deliveries to the San Dimas Wash, San Gabriel Canyon and San Gabriel River.

# 4 Landfill Report

- > Watermaster staff toured the following landfills during the month of February 2024:
  - 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

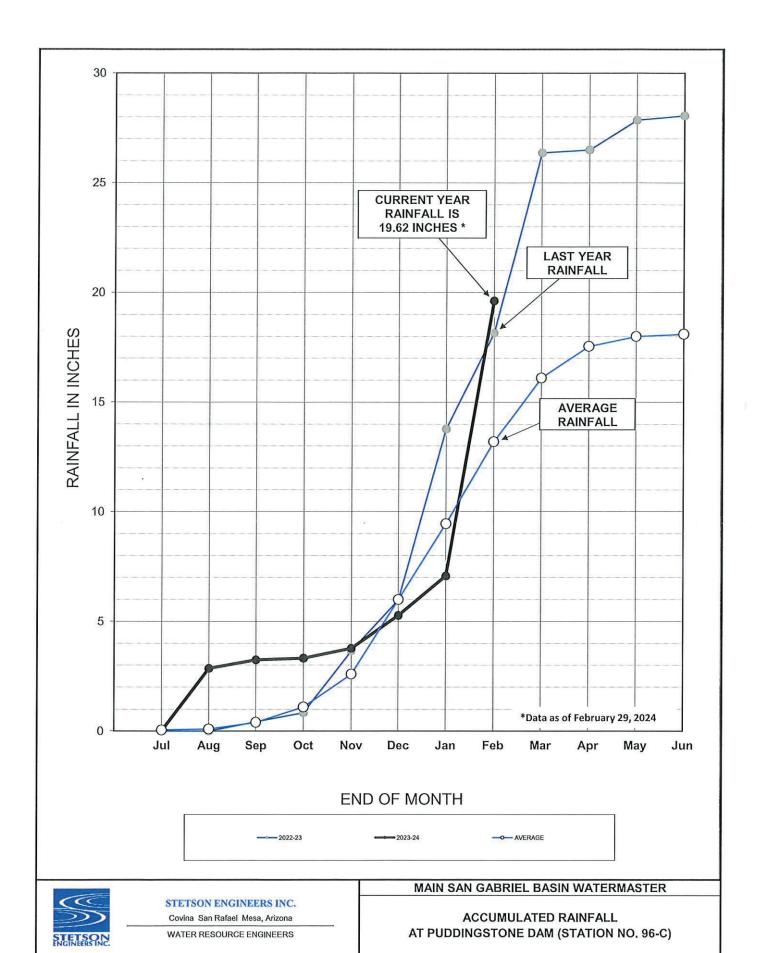
- ➤ Water systems are required by the Division of Drinking Water (DDW) to collect water quality data from source wells and provide the results to DDW pursuant to Title 22 (Water quality data collected through Main San Gabriel Basin Watermaster's Basinwide Groundwater Quality Monitoring Program)
  - During February 2024, 65 wells were sampled under Title 22
  - During January 2024, 52 wells were sampled under Title 22
  - During January 2024, 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.
    - o 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.

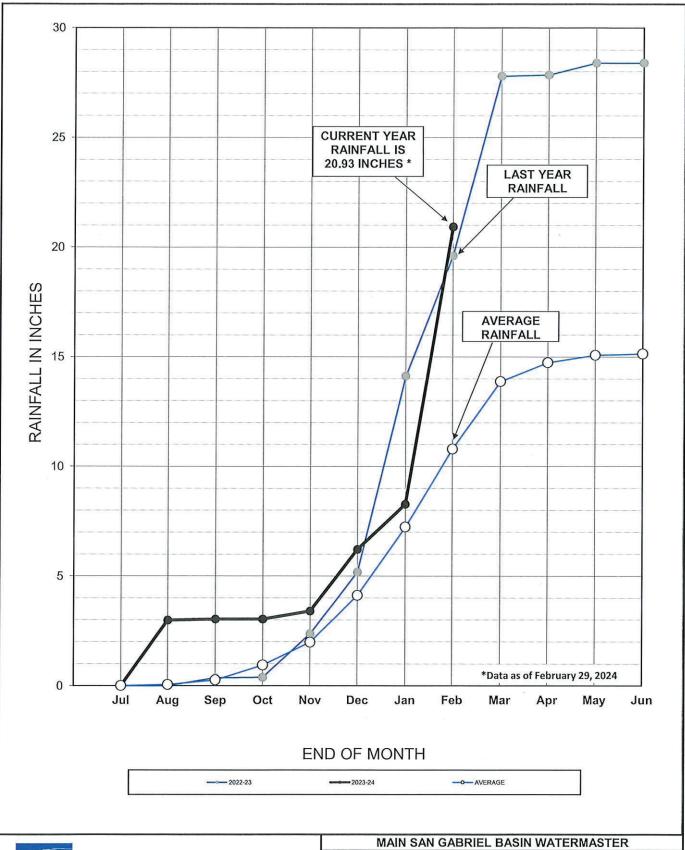
#### Report of the Watermaster Engineer on Hydrologic Conditions – March 6, 2024 (continued)

- 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 Polyfluroalkyl Substances (PFAS).
  - Interim Health Advisories
    - o Perfluorooctanoic Acid (PFOA)
    - o Perfluorooctane sulfonate (PFOS)
  - Final Health Advisories
    - o GenX chemicals (PFOA replacement)
    - o 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
    - o PFBS Health Advisory Value − 2,000 ppt (Final), Minimum Reporting Level − 3 ppt

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GROUNDWATER ELEVATION







STETSON ENGINEERS INC.

Covina San Rafael Mesa, Arizona

WATER RESOURCE ENGINEERS

ACCUMULATED RAINFALL AT LOS ANGELES CIVIC CENTER