



AGENDA

**REGULAR MEETING OF THE BOARD OF DIRECTORS
LA PUENTE VALLEY COUNTY WATER DISTRICT
112 N. FIRST STREET, LA PUENTE, CALIFORNIA
MONDAY, FEBRUARY 24, 2025, AT 4:30 PM**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF BOARD OF DIRECTORS

President Escalera____ Vice President Barajas____ Director Argudo____
Director Hernandez____ Director Rojas____

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 10, 2025.

7. FINANCIAL REPORTS

A. Summary of the District's Cash and Investments as of January 31, 2025.

Recommendation: Receive and File

B. Statement of District's Revenue and Expenses as of January 31, 2025.

Recommendation: Receive and File

- C. Statement of the Industry Public Utilities Water Operations Revenue and Expenses as of January 31, 2025.

Recommendation: Receive and File

8. ACTION / DISCUSSION ITEMS

- A. Consideration of Adopting Resolution No. 307 Revising the District's Employee Policies and Procedures Manual

Recommendation: Adopt Resolution No. 307

- B. Consideration of Adopting Resolution No. 308 Authorizing Participation in the Fiscal Year 2024 State and Local Cybersecurity Grant Program (SLCGP)

Recommendation: Adopt Resolution No. 308

- C. Consideration of Adoption of Resolution No. 309 to Update and Establish a Policy for Sponsorship Requests

Recommendation: Adopt Resolution No. 309

- D. Consideration of Maintenance Contract from Trojan Technologies for PVOU-IZ and PVOU-SZ

Recommendation: Authorize the General Manager to Approve the 365 Program 1-Year Contract for the IZ and SZ Treatment Facilities

9. GENERAL MANAGER'S REPORT

10. OTHER ITEMS

- A. Upcoming Events
- B. Information Items

11. ATTORNEY'S COMMENTS

12. BOARD MEMBER COMMENTS

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

13. FUTURE AGENDA ITEMS

14. ADJOURNMENT

POSTED: Friday, February 21, 2025.

President John P. Escalera, Presiding

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

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





Item 6
Consent Calendar



MINUTES

**REGULAR MEETING OF THE BOARD OF DIRECTORS
LA PUENTE VALLEY COUNTY WATER DISTRICT
112 N. FIRST STREET, LA PUENTE, CALIFORNIA
MONDAY, FEBRUARY 10, 2025, AT 4:30 PM**

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

President Escalera led the Pledge of Allegiance.

3. ROLL CALL OF BOARD OF DIRECTORS

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

Director Argudo was not present during roll call and arrived at the meeting at 4:31 pm.

OTHERS PRESENT

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

4. PUBLIC COMMENT

Resident, Georgene Navarrete was in attendance, but did not make any comments.

5. ADOPTION OF AGENDA

Motion: Adopt Agenda

1st: Director Argudo

2nd: Director Hernandez

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

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent.

6. APPROVAL OF CONSENT CALENDAR

Motion: Approve Consent Calendar

1st: President Escalera

2nd: Director Hernandez

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

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent.

7. ACTION / DISCUSSION ITEMS

A. Presentation of Organizational Assessment.

Mr. Frausto presented the Organizational Assessment to the Board, highlighting key reasons for its necessity at this time. The supporting details are available in the Board Packet. This was an informational presentation only, and no action was taken by the Board. Mr. Frausto was available for any questions.

B. Consideration of Organizational Restructuring Plan and New Job Descriptions

Mr. Frausto requested the Board's consideration for adopting the proposed organizational restructuring plan and new job descriptions, as outlined in his presentation. He was available for any questions.

Motion: Approve the Restructuring Plan and New Job Descriptions as Presented.

1st: Director Argudo

2nd: Vice President Barajas

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

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent.

C. Consideration of Proposed Salary Schedule with New Positions

In conjunction with the previous two items, Mr. Frausto requested the Board's consideration of the proposed salary schedule reflecting the new positions. He was available for any questions.

Motion: Approve the Proposed Salary Schedule with the New Positions as Presented.

1st: Director Argudo

2nd: Vice President Barajas

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

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent.

D. Authorization of Annual Audit by C.J & Brown Company for the District's Financial Statements for Year Ending December 31, 2024.

Mr. Frausto presented this item to the Board. Director Argudo inquired about the audit firm and suggested issuing a request for proposals to explore potential cost savings. However, the other Board members did not pursue this request, and a motion was made to approve the item as presented.

Motion: Authorize C.J & Brown Company to Perform the 2024 Financial Audit.

1st: Director Rojas
 2nd: Director Hernandez

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

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

E. Consideration of Investments of the District’s Reserve Funds.

Mr. Frausto presented this item to the Board and was available for any questions.

Motion: Authorize the General Manager to Transfer \$4,526,043.00 from the CLASS Investment Fund to the LAIF Investment Fund.

1st: Director Argudo
 2nd: Vice President Barajas

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

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent.

8. OPERATIONS AND TREATMENT REPORT

Mr. Ortiz presented his staff report and was available for any questions.

Motion: Receive and File.

1st: President Escalera
 2nd: Director Hernandez

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

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent.

9. ADMINISTRATIVE REPORT

Ms. Padilla went over Board reminders, public communication, and updates to social media and the website and was available for any questions.

10. GENERAL MANAGER’S REPORT

Mr. Frausto presented his report and was available for any questions.

11. OTHER ITEMS

A. Upcoming Events.

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

B. Information Items.

Included in the Board Packet.

12. ATTORNEY’S COMMENTS

Mr. Ciampa notified the Board of the ethics training he will be conducting and went over legislative updates.

13. BOARD MEMBER COMMENTS

A. Report on Events Attended.

President Escalera and Director Hernandez reported on their attendance to the American Ground Water Trust Conference.

B. Other Comments

None.

14. CLOSED SESSION

The Board recessed into closed session to discuss the following:

PUBLIC EMPLOYEE DISCIPLINE (Govt. Code Section 54957).

15. CLOSED SESSION REPORT

Mr. Ciampa reported that the Board was briefed on an employee disciplinary matter; no reportable action was taken.

16. FUTURE AGENDA ITEMS

None.

17. ADJOURNMENT

President John P. Escalera adjourned the meeting at 5:28 pm.

Attest:

John P. Escalera, Board President

Roy Frausto, Board Secretary



Item 7
Financial Reports



**Summary of Cash and Investments
January 2025**

La Puente Valley County Water District

Investments	Interest Rate (Apportionment Rate)	Beginning Balance	Receipts/ Change in Value	Disbursements/ Change in Value	Ending Balance
Local Agency Investment Fund	4.620%	\$ 94,789.88	\$ 1,102.43	\$ -	\$ 95,892.31
California CLASS	4.4246%	\$ 4,558,913.78	\$ 17,129.54	\$ -	\$ 4,576,043.32
Checking Account					
Well Fargo Checking Account (per General Ledger)		\$ 1,925,263.18	\$ 847,312.33	\$ 1,353,199.08	\$ 1,419,376.43
District's Total Cash and Investments:					\$ <u>6,091,312.06</u>


Industry Public Utilities

Checking Account	Beginning Balance	Receipts	Disbursements	Ending Balance
Well Fargo Checking Account (per General Ledger)	\$ 1,895,073.58	\$ 186,981.14	\$ 175,366.11	\$ 1,906,688.61
IPU's Total Cash and Investments:				\$ <u>1,906,688.61</u>

Puente Valley Operable Unit

Checking Account	Beginning Balance	Receipts	Disbursements	Ending Balance
Well Fargo Checking Account (per General Ledger)	\$ 831,953.74	\$ -	\$ 310,434.06	\$ 521,519.68
PVOU's Total Cash and Investments:				\$ <u>521,519.68</u>

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



 Roy Frausto

, General Manager

Date: 02/20/2025



**La Puente Valley County Water District
Budget v. Actual Summary (Combined)
For The Period Ending January 31, 2025**

	LPVCWD YTD Actual 2025	BPOU YTD Actual 2025	Total YTD Actual 2025	Total Adopted Budget 2025	Total YTD 8.3%	Total Prior YTD Actual 2024
Revenues						
Rate Revenue	\$ 218,548	\$ -	\$ 218,548	\$ 3,409,400	6.4%	\$ 3,188,568
Non-Rate Revenue	152,343	97,875	250,219	4,193,997	6.0%	4,138,480
Non-Operating Revenue	70,049	-	70,049	701,500	10.0%	994,404
Total Revenue	440,940	97,875	538,815	8,304,897	6.5%	8,321,452
Expense						
Supply & Treatment	611,677	41,081	652,757	2,625,482	24.9%	2,650,040
Salaries & Benefits	267,014	32,475	299,489	3,215,000	9.3%	2,716,344
Other Operating Expenses	20,642	24,320	44,962	539,300	8.3%	494,141
General & Administrative	24,144	-	24,144	504,000	4.8%	453,706
Total Expense	923,477	97,875	1,021,352	6,883,782	14.8%	6,314,232
Net Income / (Loss) Before Other Items	(482,537)	-	(482,537)	1,421,115	-34.0%	2,007,221
Capital Expenses	(3,335)	-	(3,335)	(2,191,000)	0.2%	(532,259)
Capital Reimbursements	-	-	-	601,000	0.0%	49,867
Loan Payments - Interest	(35,957)	-	(35,957)	(77,900)	46.2%	(75,483)
Loan Payments - Principal	(63,411)	-	(63,411)	(120,600)	52.6%	-
Prepaid Inventory Purchases	-	-	-	(40,000)	0.0%	-
Change in Cash	(585,240)	-	(585,240)	(407,385)	143.7%	1,449,346
Non-Cash Items						
Depreciation Expense	(37,500)	(8,750)	(46,250)	(555,000)	8.3%	(555,000)
Pension Expense	-	-	-	-	NA	-
Other Post-Employment Benefits Exp.	-	-	-	-	NA	-
Total Non-Cash Items	(37,500)	(8,750)	(46,250)	(555,000)	8.3%	(555,000)
Add Back Capitalized Items						
Line 13 Capital Expenses	3,335	-	3,335	2,191,000	0.2%	532,259
Line 14 Capital Reimbursements	-	-	-	(601,000)	0.0%	(49,867)
Line 16 Loan Payments - Principal	63,411	-	63,411	120,600	52.6%	-
Line 17 Prepaid Inventory Purchases	-	-	-	40,000	0.0%	-
Total Add Back Capitalized Items	66,746	-	66,746	1,750,600	3.8%	482,392
Net Income / (Loss)	\$ (555,994)	\$ (8,750)	\$ (564,744)	\$ 788,215		\$ 1,376,738

No assurance is provided on the financial statements. A statement of cash flows and disclosures generally required by GAAP are not included. These statements represent preliminary, unaudited financial results.



La Puente Valley County Water District
Budget v. Actual
For The Period Ending January 31, 2025

	January 2025 Actual	YTD Actual 2025	Adopted Budget 2025	YTD 8.3%	Prior YTD Actual 2024
Rate Revenue					
Water Sales	119,611	119,611	1,953,900	6.1%	1,858,826
Service Charges	87,910	87,910	1,170,000	7.5%	1,049,628
Surplus Sales	5,849	5,849	70,000	8.4%	67,969
Customer Charges	3,071	3,071	40,000	7.7%	41,405
Fire Service	2,107	2,107	175,000	1.2%	169,626
Other Miscellaneous Charges	-	-	500	0.0%	1,116
Total Rate Revenue	218,548	218,548	3,409,400	6.4%	3,188,568
Non-Rate Revenue					
Management Fees	-	-	352,197	0.0%	380,147
IPU Service Fees (Labor)	98,536	98,536	1,149,000	8.6%	1,055,417
BPOU Service Fees (Labor)	32,475	32,475	353,600	9.2%	356,549
PVOU IZ Service Fees (Labor)	34,448	34,448	500,000	6.9%	396,462
PVOU SZ Service Fees (Labor)	19,359	19,359	225,000	8.6%	176,731
Other O&M Fees	-	-	115,000	0.0%	100,177
Total Non-Rate Revenue	184,818	184,818	2,694,797	6.9%	2,465,483
Total Operating Revenue	403,366	403,366	6,104,197	6.6%	5,654,052
Non-Operating Revenue					
Taxes & Assessments	29,529	29,529	322,200	9.2%	385,712
Rental Revenue	3,507	3,507	44,300	7.9%	42,085
Interest Revenue	17,130	17,130	150,000	11.4%	230,688
Market Value Adjustment	-	-	-	N/A	3,971
PVOU Revenue	11,647	11,647	130,000	9.0%	268,214
IPU Vehicle & Equipment Revenue	3,859	3,859	47,500	8.1%	37,853
Miscellaneous Income	290	290	7,500	3.9%	6,520
Developer Fees	4,087	4,087	-	N/A	19,362
Total Non-Operating Revenue	70,049	70,049	701,500	10.0%	994,404
Total Revenue	473,415	473,415	6,805,697	7.0%	6,648,456
Supply & Treatment					
Purchased & Leased Water	596,308	596,308	635,697	93.8%	610,979
Power	14,685	14,685	212,000	6.9%	210,783
Assessments	-	-	349,885	0.0%	288,221
Treatment	622	622	80,000	0.8%	55,991
Well & Pump Maintenance	62	62	60,000	0.1%	26,213
Total Supply & Treatment	611,677	611,677	1,337,582	45.7%	\$ 1,192,187
Salaries & Benefits					
Total District Wide Labor	211,437	211,437	2,060,000	10.3%	1,750,467
Directors Fees & Benefits	6,074	6,074	115,000	5.3%	97,718
Benefits	32,442	32,442	415,000	7.8%	363,266
OPEB Payments	9,955	9,955	110,000	9.0%	112,039
OPEB Trust Contributions	-	-	60,000	0.0%	-
Payroll Taxes	18,089	18,089	150,000	12.1%	133,928

No assurance is provided on the financial statements. A statement of cash flows and disclosures generally required by GAAP are not included. These statements represent preliminary, unaudited financial results.



La Puente Valley County Water District
Budget v. Actual
For The Period Ending January 31, 2025

	January 2025 Actual	YTD Actual 2025	Adopted Budget 2025	YTD 8.3%	Prior YTD Actual 2024
CalPERS Retirement (Normal Costs)	21,492	21,492	210,000	10.2%	173,104
CalPERS Unfunded Accrued Liability	-	-	95,000	0.0%	85,821
Total Salaries & Benefits	299,489	299,489	3,215,000	9.3%	2,716,344
Net District-Paid Salaries & Benefits Analysis:					
<i>Total Salaries & Benefits</i>	299,489	299,489	3,215,000	9.3%	2,716,344
<i>Less: Labor Service Revenue</i>	(184,818)	(184,818)	(2,227,600)	8.3%	(1,985,159)
Net District-Paid Salaries & Benefits	114,671	114,671	987,400	11.6%	731,185
Other Operating Expenses					
General Plant	3,203	3,203	60,000	5.3%	34,026
Transmission & Distribution	2,395	2,395	120,000	2.0%	127,950
Vehicles & Equipment	3,995	3,995	65,000	6.1%	64,174
Field Support & Other Expenses	10,432	10,432	60,000	17.4%	44,494
Regulatory Compliance	617	617	45,000	1.4%	37,563
Total Other Operating Expenses	20,642	20,642	350,000	5.9%	308,208
General & Administrative					
District Office Expenses	5,536	5,536	55,000	10.1%	42,392
Customer Accounts	3,876	3,876	32,000	12.1%	33,027
Insurance	-	-	130,000	0.0%	116,889
Professional Services	9,391	9,391	115,000	8.2%	92,783
Training & Certification	2,290	2,290	40,000	5.7%	35,270
Public Outreach & Conservation	-	-	30,000	0.0%	66,006
Other Administrative Expenses	3,051	3,051	80,000	3.8%	38,034
Total General & Administrative	24,144	24,144	482,000	5.0%	424,401
Total Expense	955,952	955,952	5,384,582	17.8%	4,641,140
Net Income / (Loss) before Other Items	(482,537)	(482,537)	1,421,115	-34.0%	2,007,316
Capital Expenses					
Nitrate Treatment System	-	-	(20,000)	0.0%	(46,068)
Recycled Water System	(3,335)	(3,335)	(70,000)	4.8%	(52,258)
Hudson Ave Pumping Improvements	-	-	(536,000)	0.0%	-
SCADA Improvements	-	-	(60,000)	0.0%	-
Service Line Replacements	-	-	(50,000)	0.0%	(28,521)
Valve Replacements	-	-	(25,000)	0.0%	(15,221)
Fire Hydrant Repair/Replacements	-	-	(25,000)	0.0%	(17,046)
LP CIWS Interconnection (Ind. Hills)	-	-	(65,000)	0.0%	-
Well 2 Rehabilitation	-	-	-	N/A	(272,250)
Fleet Trucks	-	-	(90,000)	0.0%	(8,040)
Other Field Equipment	-	-	(75,000)	0.0%	(22,473)
Ferrero/Rorimer St. Project	-	-	-	N/A	(43,039)
IT Hardware - Server Replacement	-	-	-	N/A	(27,344)
New Admin Building	-	-	(1,000,000)	0.0%	-
Main St. VFD	-	-	(80,000)	0.0%	-
Dalesford & Bamboo Project	-	-	(80,000)	0.0%	-

No assurance is provided on the financial statements. A statement of cash flows and disclosures generally required by GAAP are not included. These statements represent preliminary, unaudited financial results.



La Puente Valley County Water District
Budget v. Actual
For The Period Ending January 31, 2025

	January 2025 Actual	YTD Actual 2025	Adopted Budget 2025	YTD 8.3%	Prior YTD Actual 2024
IT Hardware - Firewall	-	-	(15,000)	0.0%	-
Total Capital Expenses	(3,335)	(3,335)	(2,191,000)	0.2%	(532,259)
				N/A	
Capital Reimbursements					
Capital Reimbursement (PVOU Projects)	-	-	601,000	0.0%	-
Grant Revenues	-	-	-	N/A	49,867
Total Capital Reimbursements	-	-	601,000	0.0%	49,867
Debt Service Payments					
Loan Payment - Interest	(35,957)	(35,957)	(77,900)	46.2%	(75,483)
Loan Payment - Principal	(63,411)	(63,411)	(120,600)	52.6%	-
Total Debt Service Payments	(99,368)	(99,368)	(198,500)	50.1%	(75,483)
Prepaid Inventory Purchases	-	-	(40,000)	0.0%	-
Change in Cash	(585,240)	(585,240)	(407,385)	143.7%	1,449,441
Non-Cash Items					
Depreciation Expense	(37,500)	(37,500)	(450,000)	8.3%	(450,000)
Pension Expense	-	-	-	N/A	-
OPEB Expense	-	-	-	N/A	-
Total Non-Cash Items	(37,500)	(37,500)	(450,000)	8.3%	(450,000)
Add Back Capitalized Items					
Line 86 Total Capital Expenses	3,335	3,335	2,191,000	0.2%	532,259
Line 90 Total Capital Reimbursements	-	-	(601,000)	0.0%	(49,867)
Line 93 Loan Payment - Principal	63,411	63,411	120,600	52.6%	-
Line 95 Prepaid Inventory Purchases	-	-	40,000	0.0%	-
Total Add Back Capitalized Items	66,746	66,746	1,750,600	3.8%	482,392
Net Income / (Loss)	(555,994)	(555,994)	893,215		1,481,833

No assurance is provided on the financial statements. A statement of cash flows and disclosures generally required by GAAP are not included. These statements represent preliminary, unaudited financial results.



**LPVCWD BPOU Treatment Plant
Budget v. Actual
For The Period Ending January 31, 2025**

	January 2025 Actual	YTD Actual 2025	Adopted Budget 2025	YTD 8.3%	Prior YTD Actual 2024
Reimbursement Revenue					
Reimbursements from CR's	97,875	97,875	1,852,800	5.3%	2,029,546
Total Reimbursement Revenue	97,875	97,875	1,852,800	5.3%	2,029,546
BPOU Treatment Plant Labor ⁽¹⁾	32,475	32,475	353,600	9.2%	356,549
Supply & Treatment					
NDMA, 1,4-Dioxane Treatment	3,048	3,048	240,700	1.3%	297,969
VOC Treatment	928	928	32,900	2.8%	5,130
Perchlorate Treatment	2,052	2,052	481,800	0.4%	478,043
Other Chemicals	5,453	5,453	104,300	5.2%	107,942
BPOU Plant Power	28,767	28,767	380,200	7.6%	413,183
BPOU Plant Maintenance	831	831	48,000	1.7%	155,121
Well & Pump Maintenance	-	-	-	N/A	465
Total Supply & Treatment	41,081	41,081	1,287,900	3.2%	1,457,853
Other Operating Expenses					
Contract Labor	-	-	20,000	0.0%	-
General Plant	9,743	9,743	25,000	39.0%	31,202
Transmission & Distribution	-	-	-	N/A	95
Vehicles & Equipment	881	881	14,300	6.2%	10,239
Regulatory Compliance	13,696	13,696	130,000	10.5%	144,398
Total Other Operating Expenses	24,320	24,320	189,300	12.8%	185,933
General & Administrative					
District Office Expenses	-	-	2,500	0.0%	-
Insurance	-	-	12,000	0.0%	21,080
Professional Services	-	-	7,500	0.0%	8,225
Total General & Administrative	-	-	22,000	0.0%	29,305
Total Expense	97,875	97,875	1,852,800	5.3%	2,029,641
Change in Cash	-	-	-	N/A	(95)
Non-Cash Items					
Depreciation Expense	(8,750)	(8,750)	(105,000)	8.3%	(105,000)
Total Non-Cash Items	(8,750)	(8,750)	(105,000)	8.3%	(105,000)
Net Income / (Loss)	\$ (8,750)	\$ (8,750)	\$ (105,000)		\$ (105,095)

(1) The cost of labor on line 4 is billed to the Baldwin Park Operating Unit by La Puente Valley County Water District and recognized as a revenue to the District. The cost of labor on this schedule matches line 12 BPOU Service Fees (Labor) revenue in the La Puente Valley County Water District Budget v. Actual report.

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Budget v. Actual Summary

For the Period Ending January 31, 2025

(Unaudited)

	January 2025	FISCAL YTD 2024/25	BUDGET 2024/25	58% OF BUDGET	YEAR END 2023/24
REVENUE					
Operational Revenue	\$ 303,085	\$ 1,785,589	\$ 2,555,300	70%	\$ 2,553,674
Non-Operational Revenue	-	47,330	94,400	50%	87,155
TOTAL REVENUES	303,085	1,832,920	2,649,700	69%	2,640,829
EXPENSE					
Salaries & Benefits	98,536	660,442	1,149,000	57%	826,138
Supply & Treatment	22,401	180,387	881,500	20%	798,539
Other Operating Expense	11,714	163,484	268,000	61%	255,851
General & Administrative	7,013	105,109	189,500	55%	321,261
System Improvements & Miscellaneous	-	16,385	114,000	14%	38,340
TOTAL EXPENSE	139,665	1,125,806	2,602,000	43%	2,240,129
NET INCOME / (LOSS)	163,420	707,114	47,700		400,700

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending January 31, 2025

(Unaudited)

	January 2025	FISCAL YTD 2024/25	BUDGET 2024/25	58% OF BUDGET	YEAR END 2023/24
Water Sales	\$ 181,001	\$ 1,103,601	\$ 1,497,600	74%	\$ 1,483,964
Service Charges	85,506	521,528	837,800	62%	832,021
Customer Charges	3,303	24,871	40,300	62%	42,444
Fire Service	25,981	123,033	179,600	69%	182,255
Developer Fees	7,294	10,513	-	N/A	7,313
Water Capacity Fee	-	-	-	N/A	5,678
Misc Income	-	2,044	-	N/A	-
<i>Total Operational Revenues</i>	303,085	1,785,589	2,555,300	70%	2,553,674
Contamination Reimbursement	-	47,330	94,400	50%	87,155
<i>Total Non-Operational Revenues</i>	-	47,330	94,400	50%	87,155
TOTAL REVENUES	303,085	1,832,920	2,649,700	69%	2,640,829
Administrative Salaries	33,377	227,217	370,000	61%	287,985
Field Salaries	30,899	209,021	334,000	63%	270,408
Employee Benefits	16,652	111,734	255,000	44%	137,260
Pension Plan	12,824	79,470	132,000	60%	85,486
Payroll Taxes	4,784	29,833	50,000	60%	38,332
Workers Compensation	-	3,168	8,000	40%	6,668
<i>Total Salaries & Benefits</i>	98,536	660,442	1,149,000	57%	826,138
Purchased Water - Leased	-	-	302,900	0%	316,484
Purchased Water - Other	1,768	11,788	20,000	59%	15,090
Power	20,633	161,980	240,000	67%	207,313
Assessments	-	6,618	286,600	2%	251,704
Treatment	-	-	7,000	0%	6,976
Well & Pump Maintenance	-	-	25,000	0%	972
<i>Total Supply & Treatment</i>	22,401	180,387	881,500	20%	798,539
General Plant	389	3,678	45,000	8%	7,891
Transmission & Distribution	1,869	79,733	95,000	84%	123,876
Vehicles & Equipment	3,859	26,891	45,000	60%	49,827
Field Support & Other Expenses	5,090	23,849	45,000	53%	40,912
Regulatory Compliance	507	29,332	38,000	77%	33,345
<i>Total Other Operating Expenses</i>	11,714	163,484	268,000	61%	255,851

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending January 31, 2025

(Unaudited)

	January 2025	FISCAL YTD 2024/25	BUDGET 2024/25	58% OF BUDGET	YEAR END 2023/24
Management Fee	-	-	-	N/A	137,377
Office Expenses	3,390	17,483	35,000	50%	59,114
Insurance	-	26,526	22,000	121%	20,756
Professional Services	855	36,792	80,000	46%	64,504
Customer Accounts	2,717	22,451	34,000	66%	31,155
Public Outreach & Conservation	-	400	12,000	3%	5,255
Other Administrative Expenses	52	1,458	6,500	22%	3,100
<i>Total General & Administrative</i>	7,013	105,109	189,500	55%	321,261
Fire Hydrant Repair/Replace	-	10,710	28,000	38%	3,226
Service Line Replacements	-	5,674	36,000	16%	24,055
Valve Replacements & Installations	-	-	35,000	0%	9,910
SCADA Improvements	-	-	15,000	0%	1,149
<i>Total Other & System Improvements</i>	-	16,385	114,000	14%	38,340
TOTAL EXPENSES	139,665	1,125,806	2,602,000	43%	2,240,129
NET INCOME / (LOSS)	163,420	707,114	47,700		400,700



**Item 8
Action/Discussion
Items**

STAFF Report



Meeting Date: February 24, 2025
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 Incorporate Required Changes.*
Recommendation: *Review and approve the enclosed Employee Policies and Procedures Manual (Employee Manual)*
Fiscal Impact: *No fiscal impact as a result of this action*

BACKGROUND

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

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

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

The District has reserved the right to amend, modify or delete any and all provisions contained in this Manual, including those concerning employee benefits, at any time and with or without notice, except for compliance with Government Code Section 54950 et seq. (the "Ralph M. Brown Act"). The Manual was last revised in December 2024.

SUMMARY

Periodically, staff reviews the Manual to identify necessary updates in alignment with new laws or recommended changes by our insurance provider, ACWA JPIA, or District Counsel. Staff is proposing revisions to clarify the language on Compassionate Leave, specify how merit increases take effect, and modify the On-Call duty policy.

For your review, enclosed is Resolution No. 307, a summary of the proposed changes and the updated Employee Manual.

FISCAL IMPACT

No fiscal impact as a result of this action.

RECOMMENDATION

Adopt Resolution No. 307 amending the current employee manual.

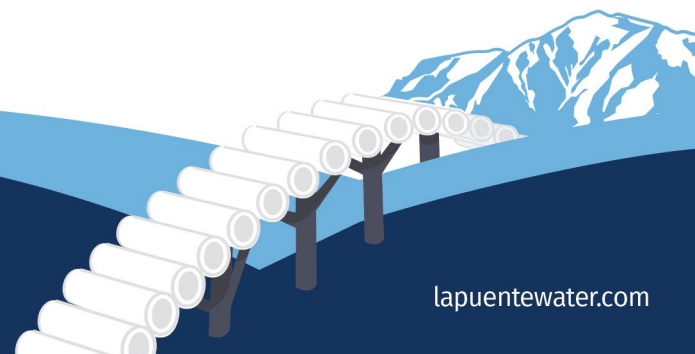
Respectfully Submitted,



HR Coordinator/Admin Assistant

ENCLOSURES

- Enclosure 1: Resolution No. 307
- Enclosure 2: Summary of Changes
- Enclosure 3: Employee Manual





RESOLUTION NO. 307

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 24th day of February 2025

Ayes:

Noes:

Absent:

Abstain:

President
Board of Directors
La Puente Valley County Water District

ATTEST:

Roy Frausto, Board Secretary

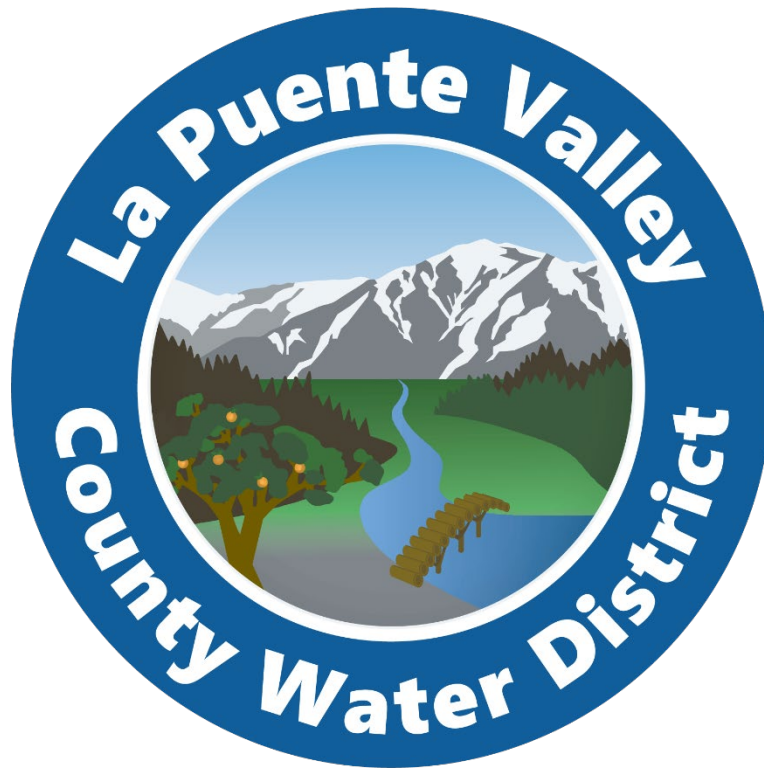
**LA PUENTE VALLEY COUNTY WATER DISTRICT
EMPLOYEE POLICES AND PROCEDURES MANUAL
Proposed Revisions Effective February 24, 2025**

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	Added language regarding merit increases
E. Normal Workday	No Change
F. On-Call Duty	Updated to include an additional on-call personnel and specify their duties
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 - Treatment	Updated to change the on-call pay
D. On-Call Pay - Distribution	Updated to change the on-call pay
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	No Change
C. Holidays	No Change
D. Leave of Absence	No Change
E. Compassionate Leave	Updated to add that documentation may be required
F. Reproductive Loss Leave	No Change
G. Leave Related to Military Service	No Change
H. School Suspension Leave	No Change
I. Victim of Qualifying Act of 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 February 2025



EMPLOYEE POLICIES AND PROCEDURES MANUAL

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LA PUENTE VALLEY COUNTY WATER DISTRICT EMPLOYEE POLICIES AND PROCEDURES MANUAL

I. PREAMBLE AND TITLE

This Manual shall be known as the La Puente Valley County Water District Employee Policies and Procedures Manual (the "Manual"). This Manual supersedes the Personnel Manual that was adopted by the Board of Directors on December 9, 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 1,000 hours per fiscal year. Such employees are not entitled to District benefits unless otherwise prescribed by law. See Section VII(R)(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, any combination of the foregoing, 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. If a performance evaluation qualifies an employee for a merit increase, the increase will take effect on their anniversary date. However, if the anniversary falls within a pay period, the merit increase will be applied at the start of that pay period.

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.m. and ends the following Friday at 10:59 a.m.

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. On-Call duty is assigned on a rotating basis and includes one designated field employee for Treatment Plant duties and one designated field employee for Distribution duties, as determined by the Superintendent or the designated Department Head.
 - a. Two (2) designated On-Call employees will be assigned: one (1) for the Distribution system and customer service-related issues and one (1) for Treatment Plant and production related issues. Each designated On-Call employee will be provided with a radio equipped District vehicle and a District cellular phone. The employees assigned to On-Call duty will be the first point of contact during non-regular business hours for questions and emergencies related to their respective areas of responsibility.
 - b. 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.

- c. The On-Call employee assigned to Treatment Plant duties 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.
 - d. The 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.
 - e. 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. On-Call personnel shall be compensated for such work as provided in Section VI(C) of this Manual.

G. Policy Against Substance Abuse in the Workplace

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

- 1. All Employees of the District shall not:
 - a. Be at work or on call, drive a vehicle on District business, or operate any District equipment while under the influence of any amount of alcohol, or illegal or unauthorized drugs, or other mind-altering substances, including, but not limited to marijuana, which would result in a positive alcohol or drug test, provided that any test for cannabis that detects nonpsychoactive metabolites will not be considered to be a positive test under this section.
 - b. Ingest alcohol or marijuana, possess open containers of alcohol, possess marijuana unless prescribed for medicinal purposes, or use or possess illegal drugs of any kind while on duty; and shall not manufacture, distribute, dispense, sell or provide illegal drugs of any kind to any person while on duty. If the use by an employee of a prescription drug may create an unsafe working condition which may affect the safety of the employee, co-workers, members of the public, the employee's job performance, or the safe or efficient operation of District business, this fact must be reported by the employee to his/her Department Head prior to reporting to work. Employees whose job performance is so restricted may be subject to reassignment, medical examination, or other reasonable actions as determined by the General Manager or Department Head. Failure to report the use of such drugs or failure to provide proper evidence of medical authorization may result in

disciplinary action.

2. Pre-Placement/Post Offer Controlled Substance Testing

- a. Any offer of employment for safety sensitive field positions will be conditioned upon the applicant passing a drug screening analysis. The General Manager or Office Administrator shall coordinate the drug screening process. Any applicant who refuses to be tested will not be extended an offer of employment. Attempts to alter or substitute the specimen provided will be deemed a refusal to take the drug test when required.

3. Reasonable Suspicion Testing

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

H. Smoking

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

I. Outside Employment

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

J. Job Injury

- 1. Injuries suffered by employees while in the course of performing work for the District are covered by the District's workers' compensation insurance provider. All such job

injuries, including any situation that results in serious injury or illness or death, must be immediately reported to the employee's Department Head and General Manager, who will promptly complete documentation of the injury and forward it to the Office Administrator who will submit an "Employee's Claim for Compensation Benefits" form (DWC Form 1).

2. Workers' Compensation will be supplemented as follows:
 - a. An employee will receive supplemental District pay for a period of up to three (3) days, as determined by the General Manager, so that said employee will receive equivalent regular pay for the maximum three (3) day period. After the maximum three (3) day period, the employee will be eligible to receive benefits under the District's workers' compensation insurance policy as authorized by the District's workers' compensation provider, should the injury prevent the employee from returning to work for more than three (3) days.
 - b. The General Manager, at his/her sole discretion, may grant supplemental District pay for longer periods of time than provided above.
 - c. Employees may elect to use either accrued sick leave or vacation to supplement workers' compensation benefits in order to receive an equivalent regular paycheck, once the District payments, as provided for in Subsections "a" and/or "b" herein, have been exhausted. Said sick leave or vacation will be used in half (1/2) hour increments.
 - d. The District will attempt to accommodate an employee's return to work after suffering a work-related injury on a case-by-case basis depending on the circumstances of the injury, the District's reasonable needs and, if applicable, availability of light duty work. The General Manager shall make such determination in his or her sole discretion.

K. Disciplinary Action

1. The District may discipline, up to and including termination, any employee for cause at any time, provided that all District employees are At-Will and subject to termination at any time. Disciplinary action for non-at-will employees includes, but is not limited, to, the following:
 - a. Oral Warning. A formal discussion with an employee, usually by the employee's Supervisor or Department Head, about performance or conduct problems, the need for the employee to improve and what improvement is expected. The Supervisor or Department Head shall make a written record of the warning which shall be placed and maintained in the employee's personnel file as an "oral warning."
 - b. Written Reprimand. A formal written notice, usually by the employee's immediate Department Head or General Manager, to the employee regarding performance or conduct problems, the need for the employee to improve and what improvement is expected. The written reprimand shall be filed in the employee's personnel file, along with a signed acknowledgment of receipt of the written reprimand from the employee. The employee may respond in writing to

the written reprimand within seven (7) days, which response, if any, shall be placed in the personnel file with the written reprimand.

- c. Suspension. An involuntary leave of absence without pay subject to the provisions in sections K-2 and K-3 below.
 - d. Demotion. Reduction from one position to another having a lower salary range for disciplinary purposes (Demotions resulting from organizational changes and layoffs are not disciplinary actions.)
 - e. Discharge. Termination of employment.
2. Suspensions of Three (3) Days or Less.
 - a. The General Manager has discretion to suspend any employee for a period of three (3) days or less, and the suspended employee shall have no right of appeal. In such cases, a written notice will be given to and discussed with the employee. A copy of such notice will be placed in the employee's personnel file, along with a signed acknowledgement of receipt thereof by the employee. The notice shall include the specific charges upon which the action is based, identification of the rule, regulation, or policy violated, and the duration of the suspension. The employee may respond in writing to such notice within seven (7) days, which response, if any, shall be placed in the personnel file with the notice of suspension.
 3. Suspensions of More than Three (3) Days, Demotion, or Discharge.
 - a. Prior to suspending an employee for more than three (3) days, demoting, or discharging an employee, a written notice of such proposed disciplinary action shall be delivered to the employee personally, or by certified mail to the employee's last known address, at least five (5) business days prior to the effective date of the proposed disciplinary action. Such written notice shall contain:
 - i. A description of the proposed disciplinary action and its effective date(s);
 - ii. a statement of the reasons for such proposed disciplinary action, including the acts or omissions on which the proposed disciplinary action is based;
 - iii. copies of documents upon which the proposed disciplinary action is based, if any;
 - iv. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 - v. a statement of the employee's right to representation; and
 - vi. a statement of the employee's right to appeal should such proposed disciplinary action become final.
 - b. Prior to the effective date of such suspension, demotion, or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to his or her Department Head or Office Administrator.

- c. If an employee responds to a notice of proposed disciplinary action, the proposed disciplinary action shall be stayed for two (2) business days, at which time the employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action.
- d. Should a proposed suspension, demotion, or discharge become final, an employee shall have the right to appeal such action pursuant to Section V(K)(4), below.
- e. An employee shall be given reasonable time off without loss of pay to attend a pre-disciplinary meeting and/or interview pursuant to Section V(K)(4), below.

4. Disciplinary Appeals

- a. A suspension of more than three (3) days, demotion, or discharge may be appealed to the District's designated Office Administrator. The appeal shall be presented to the Office Administrator within five (5) calendar days following the employee's receipt of the written notice of such discipline under this Section or Section V(K)(3)(a) should the employee respond to the proposed disciplinary action pursuant to Section V(K)(3)(b). All disciplinary appeals shall be in writing and shall be signed by the employee. If, within the five (5) calendar day appeal period, the employee does not file said appeal, the action of the District shall be considered final and conclusive.
- b. If the employee timely files an appeal, the Office Administrator shall initiate an investigation on the suspension, demotion or discharge that the Office Administrator deems appropriate in his or her sole discretion, grant the employee the opportunity to be heard by the Office Administrator and to submit any documentary evidence the employee desires to have reviewed during the appeal.
- c. The Office Administrator shall render a decision sustaining, reducing or rescinding an appealed disciplinary action. If an action to suspend or demote is reduced or rescinded, the appellant shall be entitled to restoration of pay and/or benefits in a manner consistent with the Office Administrator's decision. If an action to discharge is reduced to a suspension, the appellant shall be restored to his or her position or a similar position in the same department, subject to forfeiture of pay and benefits for all or a portion of the period of time the appellant was suspended. If an action to discharge is rescinded, the appellant shall be reinstated to his or her former position or a similar position in the same department and shall receive pay and benefits for the entire period of time he or she was removed from duty.
- d. The decision of the Office Administrator is subject to appeal by the terminated employee to the General Manager. The General Manager will not conduct a hearing or a new investigation. The General Manager will review the record on appeal and, within forty-five calendar days following the Office Administrator's decision, will render a decision based thereon, sustaining, overturning, or modifying the Office Administrator's decision. The decision of the General Manager is final.

L. Standards of Conduct

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

1. Actions contrary to the rules and regulations of the District, including those contained in this Manual.
2. Violation of any Federal, State, or local law directly impacting the employee's fitness for employment.
3. Using, possessing, dealing, distributing, or being under the influence of alcohol or marijuana, illegal narcotics, non-prescription or unlawful drugs, or other mind-altering substances, or the use of prescription drugs that may affect the safety of the employee or others, while on duty or at work locations, while on-call, or reporting to work or operating District vehicles or equipment.
4. Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized Supervisor, Department Head or General Manager.
5. Inefficiency, dishonesty, incompetence, carelessness, or negligence in the performance of duties.
6. Sexual harassment or other unlawful harassment of another employee, customer or any other individual.
7. Chronic or excessive absenteeism, whether excused or unexcused, or inconsistent attendance.
8. Rude or discourteous treatment of other employees, customers or any other individual.
9. Inattention to duty, tardiness, carelessness or negligence in the care and handling of District property.
10. Loss or misuse of District funds.
11. Improper or unauthorized use of District vehicles or equipment or misappropriation of supplies.
12. Misuse of sick leave, including using sick leave under false pretenses.
13. Furnishing false information to obtain employment, or falsification of time sheets or other District records and reports.
14. Absence from duty without proper authorization, failure to report after leave of absence has ended or been disapproved, revoked, or canceled.
15. Acceptance of any bribe, gratuity, kickback, or other item of value when such is given in the hope or expectation of receiving preferential treatment.
16. Outside work not previously authorized in writing by the General Manager

or such work that creates a conflict of interest with District work or detracts from the efficiency of the employee in the effective performance of District functions.

17. Failure to obtain or maintain necessary qualification, certificate, or license, which is required as a condition of employment.
18. A record of unsafe driving for those employees required to operate District vehicles, as determined by the General Manager in his or her discretion.
19. Refusal to submit to drug and alcohol tests when directed to do so by the General Manager, Department Heads or Supervisor pursuant to Section V(G) of this Manual.
20. Testing positive for the presence of a controlled substance or alcohol pursuant to Section V(G) of this Manual; provided that a test for cannabis that detects nonpsychoactive metabolites will not be considered a positive test under this subdivision.
21. Failure to immediately report an accident or injury to the Supervisor, Department Head or General Manager.
22. Failure to immediately report breakdowns, improper or unsafe operation of equipment or facilities.
23. Working overtime without proper authorization.
24. Failure to use or wear proper safety gear, equipment and/or PPE.
25. Violation of any safety practices, including, but not limited to, wearing earbuds during field work operations and/or driving a District vehicle.

M. Injury and Illness Prevention Program (IIPP)

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

N. Lactation

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

storage of milk. The District will respond to any request for lactation accommodation within ten (10) days of receipt of the request, stating how the District will accommodate the request. An employee has the right to file a complaint with the California Labor Commissioner if the District violates the employee's right to such lactation accommodation.

O. Dress Code and Safety Equipment

1. The District will provide all full-time field employees with District uniforms to be worn while on duty. The District will also provide all field employees with necessary District owned safety equipment (e.g., safety vests, hard hats, etc.), which will be properly cared for by the employee.
2. Field employees shall be granted an allowance of up to \$350 per year for the purchase of steel toe boots. Employees must submit itemized receipts to the Office Administrator in order to receive reimbursement for said allowance.
3. All employees shall present a clean and neat appearance at all times; provided this provision shall not prohibit any hairstyle historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists.
4. Office personnel will dress in a manner consistent with good business practices.
5. No employee shall have visible tattoos on the head, face, or neck. Any visible tattoos cannot be obscene, sexually explicit, discriminatory as to sex, race, religion, national origin, or be extremist in nature or gang related. Any tattoos in violation of this Section must be covered with clothing or a bandage while at work or must be removed.

P. Electronic Communications

The District uses various forms of electronic communications including, but not limited to, communications via computers, email, telephones, mobile phones, smart phones, text messaging, internet, and radios. All such electronic communications are official District's records and are the property of the District. The District reserves the right to access and disclose all messages transmitted through its system or equipment for any purpose. Employees should not, and do not have an expectation of privacy when it comes to their use of any District owned electronic communication devices. Communications transmitted over said forms of electronic communications should be limited to District business and District related activities or the accomplishment of business-related tasks.

Q. Cell Phone Usage

The use of cellular phones when operating an automobile or any motorized vehicle while conducting District business is prohibited, with the exception of the use of an integrated hands-free vehicle phone system for phone calls only (i.e., text messaging and Bluetooth headsets/earpieces do not fall within this exception).

R. Cell Phone Allowances

1. The terms upon which employees whose job duties require them to routinely be available by cell phone or to have access to a cell phone when they are performing their duties

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

may be shared as necessary for business purposes.

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

S. Anti-Fraud

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

T. Termination and Resignation

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

VI. COMPENSATION

A. Employee Compensation

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

B. Overtime Pay

1. All "Non-Exempt Employees" are eligible for overtime pay. All overtime hours worked must be approved by a Department Head or General Manager.
2. Overtime pay is defined as that time spent on the job over nine (9) hours in one (1) workday, and over eight (8) hours on the Fridays worked or any time spent on the job on holidays, non-working Fridays, Saturdays, or Sundays.
3. The rate paid for overtime pay is the regular hourly rate times one and one-half (1½ or 1.5) for each hour of overtime worked beyond nine (9) hours in one day, and over eight (8) hours worked on Friday and two times the regular hourly rate for each hour of overtime worked beyond twelve (12) hours in one day. A 24-hour workday begins at 12:00 a.m. and concludes at 11:59 p.m.

C. On-Call Pay – Treatment

1. SCADA Alarms: Time spent by the On-Call employee to address a SCADA alarm or to perform a system check remotely via SCADA or other electronic device, will be paid overtime pay of a minimum of a quarter-hour (¼), or actual time worked, whichever is greater. The On-Call personnel shall perform a water system check remotely via SCADA twice a day each weekend day once between 2:00 and 4:00 p.m. and once between 7:00 p.m. and 10:00 p.m., or as directed by his/her supervisor.
2. Regular Workdays: Each employee of the District who is On-Call for the Treatment Plants will receive 1.75 hours of overtime pay for each weekday they perform On-Call duties. The time shall be recorded as follows:
 - 0.5 hours – BPOU Treatment Plant
 - 0.5 hours – PVOU Treatment Plant
 - 0.75 hours – SCADA – BP, PVOU-IZ, PVOU-SZ
3. Weekends and District Closed Fridays: An employee will receive 1.75 hours of overtime pay for each weekend day or District closed Friday they perform On-Call duties. The time shall be recorded as follows:
 - 0.5 hours – BPOU Treatment Plant
 - 0.5 hours – PVOU Treatment Plant
 - 0.75 hours – SCADA – BP, PVOU-IZ, PVOU-SZ

In addition to this, On-Call personnel shall also perform on-site BPOU Treatment Plant facility rounds, estimated to take no more than two (2) hours, unless operational issues arise. On-call personnel shall also perform PVOU-IZ Treatment Plant facility rounds at no more than two (2) hours and PVOU-SZ rounds at one (1) hour, unless operational issues arise. Rounds shall begin at 8:00 a.m. and be completed by 12:00 p.m., or as directed by the superintendent.

4. Holidays: An On-Call employee will receive 2.75 hours of overtime pay for each District holiday (excluding floating holidays) during which they are On-Call. The time shall be

recorded as follows:

- 1 hour – BPOU Treatment On-Call for the BPOU Treatment Plant
- 1 hour – PVOU Treatment On-Call for the PVOU Treatment Plant
- 0.75 – SCADA– BP, PVOU-IZ, PVOU-SZ

BPOU treatment rounds, and PVOU treatment rounds shall remain the same as outlined in Section VI C(3).

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. On-Call Pay – Distribution

1. Regular Workdays: Each employee of the District who is On-Call for Distribution will receive 1.00 hour of overtime pay for each weekday they perform On-Call Distribution duties. The time shall be recorded as follows:
 - 0.5 hours – Distribution On-Call for the District
 - 0.5 hours – Distribution On-Call for Industry Public Utilities (IPU)
2. Weekends and District Closed Fridays: An employee will receive 1.50 hours of overtime pay for each weekend day or District closed Friday they perform Distribution On-Call duties. The time shall be recorded as follows:
 - 0.75 hours – Distribution On-Call for the District
 - 0.75 hours – Distribution On-Call for Industry Public Utilities (IPU)
3. Holidays: An On-Call employee will receive 2 hours of overtime pay for each District holiday (excluding floating holidays) during which they are On-Call. The time shall be recorded as follows:
 - 1 hour – Distribution On-Call for the District
 - 1 hour – Distribution On-Call for Industry Public Utilities (IPU)
4. 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.

E. 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.

F. Certification Bonus

When an employee, other than Supervisors and 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.

G. Certification and Educational Reimbursement

1. Upon successfully passing the tests and certifications listed in Section VI(E), 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.

H. Reimbursement for District Related Business

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

VII. BENEFITS

A. Vacation

1. Each Full-Time Regular Employee of the District shall receive paid vacation time in addition to salary. Said vacation will be accrued and credited to the employee's vacation account, on a monthly basis, as follows:
 - a. During the first year of employment through the completion of the employee's fifth year of employment, the employee shall accrue 6.67 hours per month of vacation (equivalent to ten (10) days of vacation per year), up to a maximum of 320 hours of unused vacation time.
 - b. During the sixth year of employment through the completion of the employee's tenth year of employment, the employee shall accrue 10 hours per month of vacation (equivalent to fifteen (15) days of vacation per year), up to a maximum of 320 hours of unused vacation time.
 - c. After the completion of the tenth year of employment, the employee shall accrue 13.33 hours per month of vacation (equivalent to twenty (20) days of vacation per year) up to a maximum of 320 hours of unused vacation time.
2. An employee may utilize accrued vacation time as arranged by the employee and his or her Department Head or General Manager at least 48 hours in advance of commencement of the vacation. Preferred vacation times are not guaranteed, but the employee's Department Head or General Manager shall attempt to grant the employee's request. Once approved, scheduled vacations may not be changed unless authorized by a Department Head or General Manager.
3. Accrual vacation time is limited to a maximum of 320 hours for each employee and vacation time will cease accruing when that limit is reached, until such time as vacation time is used and the accrued total is reduced below 320 hours. Employees may elect, during any regularly scheduled payroll, to be paid for any vacation that they have accrued up to 80 hours, as long as the hours that are requested to be paid do not result in the employee's unused vacation time balance to drop below 40 hours. Vacation time will be paid at the employee's rate of pay in effect at the time payment is made.

4. In the event a District recognized holiday, as set forth in Section VII(C), below, falls within a scheduled vacation, such holiday shall not be charged against an employee's accrued vacation time.

B. Sick Leave

1. Full Time Regular Employees
 - a. Sick leave with pay shall be granted to each Full-Time Regular Employee of the District at the rate of 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 200th day of employment. Sick leave is not a privilege to be used at the employee's discretion. Sick leave may be used for preventive care or for care of an existing health condition of the employee or an employee's family member or designated person, including for reproductive loss leave under Section VII.F, or for specified purposes when an employee is a victim of a qualifying act of violence (as defined in Section I, herein), 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 family member; or (ii) to obtain medical attention or recover from injuries that result from a qualifying act of violence; or (iii) to obtain psychological counseling or mental health services from a shelter, program or crisis center as a result of a qualifying act of violence; or (iv) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; or (v) to participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services; or (vi) any other reason specified in Government Code section 12945.8(b). 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 200th day of employment. New Part Time Regular Employees must complete ninety (90) days of employment with the District before being eligible to use any accrued sick leave. Sick leave is not a privilege to be used at the employee's discretion. Sick leave may be used for preventive care or for care of an existing health condition of the employee or an employee's family member or designated person, including for reproductive loss leave under Section VII.F, or for specified purposes when an employee is a victim of a qualifying act of violence (as defined in Section I, herein), 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 family member; or (ii) to obtain medical attention or (iii) psychological counseling or mental health services from a shelter, program or crisis center as a result of a qualifying act of violence; or (iv) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; or (iv) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; or (v) to participate in safety

planning or other actions to increase safety, with appropriate certification of the need for such services; or (vi) any other reason specified in Government Code section 12945.8(b). 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 holiday,” 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 and cannot be carried over to the next calendar year.

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, in his or her discretion, is authorized to grant up to a maximum of three (3) working days compassionate leave with pay and the General Manager may require the employee to provide documentation to substantiate the need for that leave, including, but not limited to, an obituary or death certificate if one is available. 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 Qualifying Act of Violence Leave

1. If an employee is the victim of a "qualifying act of violence" 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, grandparent, grandchild or sibling, or a designated person, as defined in Section B(1)(A), above) 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 family member. A "qualifying act of violence" is defined as any of the following: (a) domestic violence, (b) sexual assault, (c) stalking, or (d) an act, conduct or pattern of conduct that includes any of the following: (i) an individual causes bodily injury or death to another individual; (ii) an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or (iii) an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death. 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 or the employee's family member was a victim as specified in the above paragraph;
 - A court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence, or other evidence from the court or prosecuting attorney that you or your family member appeared in court;
 - Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or

- Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including, but not limited to, a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized in this section.
2. To the extent allowed by law, the District will maintain the confidentiality of any request for a Victim of a Qualifying Act of Violence Leave.
 3. Victim of a Qualifying Act of Violence Leave may be paid upon the employee's request as provided under Section B, above. 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 Government Code section 12945.8(e), for any employee who is a victim of a qualifying act of violence 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 Government Code section 12945.8(j)(1); "Sexual Assault" is defined in Government Code section 12945.8(j)(6); "Stalking" is defined in Government Code section 12945.8(j)(7); and "Victim" is defined in Government Code section 12945.8(j)(8).

J. Victims of Crime and Judicial Proceedings Leave

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

5. “Immediate family member” means spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.
6. “Registered domestic partner” means a domestic partner that is registered under California law
7. “Victim” means a person against whom one of the following crimes has been committed:
 - A violent felony as defined in Penal Code section 667.5(c);
 - A serious felony as defined in Penal Code section 1192.7; or,
 - A felony provision of law proscribing theft or embezzlement.

K. HIPAA

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

L. COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) was enacted to protect employees and their eligible family members by allowing them to continue group health insurance under the employer’s plan at affordable group rates. Employees are notified at hiring of their rights under this law, and it is the employee’s responsibility to notify the District’s Office Administrator of any qualifying event believed to enable COBRA coverage within 60 days of such event. Cal-COBRA is California law that has similar provisions to federal COBRA. With Cal-COBRA the group policy must be in force with 2-19 employees covered on at least 50 percent of the employer’s working days during the preceding calendar year, or the preceding calendar quarter, if the employer was not in business during any part of the preceding calendar year. A copy of the current COBRA requirements may be obtained from the Office Administrator.

M. Jury Duty

1. District employees summoned by a local or State tribunal will be permitted time off from work for jury duty. The affidavit or Jury Summons requiring jury service must be presented by the employee to the Office Administrator prior to the date that the employee must attend jury duty.
2. For Full-Time Regular Employees, the District will pay for a maximum of up to ten (10) working days of jury service every calendar year at the employee’s regular rate of pay. In order to qualify for paid jury leave, the employee must provide proof of attendance at jury duty and pay to the District any amount of money the Court paid to the employee, minus any amount paid for travel mileage.

3. All Full-Time Regular Employees that are required to serve on a jury for more than 10 days will continue to receive other District employment benefits while serving on the jury, but will not receive regular pay beyond the 10 days as set forth under Section VII.M.2, above.

N. Time off to Vote

The General Manager will allow employees time off from work with pay for no more than two (2) hours or as otherwise provided by state and/or federal law for the purposes of voting at any Federal, Statewide or Local Government election. Such time off will be granted during times that are least disruptive to District operations, as designated at the discretion of the General Manager or the appropriate Department Head.

O. Health, Dental, and Vision Insurance

1. All Full-Time Regular Employees of the District, and all elected or appointed members of the District's Board of Directors, shall be eligible for health, dental, and vision insurance coverage upon meeting the required waiting period for each such coverage. For Medical, the waiting period is 1st of the month following 30 days from hire date and for Dental and Vision it is the 1st of the month following 60 days from the hire date. For said Full-Time Regular Employees and Directors, the District shall pay for 100% of the cost of health, dental, and vision insurance coverage for the employee or Director, the employee's or Director's spouse, and the employee's or Director's dependent(s) in accordance with the group plan provided by the District. All eligible employees must be enrolled, should you wish to waive coverage please notify Office Administrator.
2. A copy of the current health, dental, and vision insurance plans may be obtained from the Office Administrator. District paid health, dental, and vision insurance is a benefit that is subject to the discretion of the Board of Directors, and the plan(s) or coverage may be changed or eliminated without notice.

P. Life Insurance

1. Upon meeting the required waiting period, the District provides a life insurance benefit for the employee and such a lesser amount for family members of the employee as provided by the District's policy.
2. Upon a Director's sworn Oath of Office and upon meeting the required waiting period, life insurance shall be available to the Director and such lesser amount for the Director's spouse as provided by the District's life insurance plan.
3. A copy of the current life insurance plan may be obtained from the Office Administrator. The Board of Directors reserves the right to amend said life insurance benefits in its sole discretion at any time.

Q. Disability Insurance

The District provides Full-Time Regular Employees Short-term Disability (STD) and Long-term Disability (LTD) insurance at no cost to the employee upon meeting the required waiting period. More information regarding said disability plans are available for inspection at the District office during regular business hours.

R. Retirement Benefits and Deferred Compensation Plan

1. The District participates in the California Public Employees Retirement System (CalPERS) for Full-Time Regular and eligible Part-Time Regular Employees.
 - a. For Full-Time Regular Employees hired prior to January 1, 2013, the District currently pays 100% of the contributions (both employer and employee contributions required under the plan). The District's contract with CalPERS provides employees with a 2% at age 60-retirement benefit.
 - b. For Full-Time Regular Employees hired after January 1, 2013, the District's contract with CalPERS provides employees with a 2% at age 62 benefit formula with an early retirement age of 52 and a maximum benefit factor of 2.5% at age 67. Said Full-Time Regular Employees hired after January 1, 2013, shall pay 50% of the total normal cost of their pension benefit. A Full-Time Regular Employee hired after January 1, 2013, that established a CalPERS membership at his or her previous employer within six months prior to beginning employment at the District, will qualify for the 2% at 60 formula as provided to Full-Time Regular Employees hired before January 1, 2013, as set forth in Section VII(R)(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(R)(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; provided that the General Manager shall have discretion as to the granting of post-retirement medical, dental and vision insurance benefits to any current Full-Time Regular Employee who previously worked as a Part-Time Regular Employee and subsequently converted to a Full-Time Regular Employee and meets the requirements of this subdivision. In that situation, the General Manager may determine that the post-retirement benefits be provided only to the employee and not to the employee's spouse and dependents; 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; provided that the General Manager shall have discretion as to the granting of post-retirement medical, dental and vision insurance benefits to any current Full-Time Regular Employee who previously worked as a Part-Time Regular Employee and subsequently converted to a Full-Time Regular Employee and meets the requirements of this subdivision. In that situation, the General Manager may determine that the post-retirement benefits be provided only to the employee and not to the employee's spouse and dependents.

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(S)(1)(a) and VII(S)(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(S)(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(S).

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, any combination of the foregoing characteristics, 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 has developed a workplace violence prevention plan and provides 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, any combination of the foregoing characteristics, 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

24th Day of February 2025, I acknowledge that I have received, read, and understand the La Puente Valley County Water District's Employee Policies and Procedures Manual. I understand that this acknowledgement will be placed in my personnel file and that I will receive a copy of it upon request.

[Print Full Name]

[Signature]

[Date]

STAFF Report



Date: February 24, 2025
To: Honorable Board of Directors
Subject: Adoption of Resolution No. 308 – State and Local Cybersecurity Grant Program Participation
Purpose: To authorize the District's participation in the FY 2024 State and Local Cybersecurity Grant Program (SLCGP) and meet the program's administrative requirements to receive awarded grant funds.
Recommendation: *Adopt Resolution No. 308, approving the District's participation in the SLCGP.*
Fiscal Impact: *No fiscal impact as a result of this action.*

BACKGROUND

On September 27, 2024, the District applied for the State and Local Cybersecurity Grant Program (SLCGP) for Local and Tribal Governments, administered by the California Governor's Office of Emergency Services (Cal OES). This grant program is designed to assist local governments in strengthening their cybersecurity infrastructure.

With the assistance of HighRoad IT, the District successfully secured \$213,333 in grant funding out of a possible \$250,000. These funds will be instrumental in identifying and addressing vulnerabilities within our cybersecurity framework, ensuring enhanced protection for our systems and data.

SUMMARY

To formally accept the grant award and comply with the program's administrative requirements, the District must submit several documents, including an adopted Governing Body Resolution. Resolution No. 308, included as an attachment, authorizing the District's participation in the SLCGP and designates the General Manager or their designee as the Authorized Agent to execute all grant-related actions, including signing agreements and submitting required documentation.

FISCAL IMPACT

The grant award of \$213,333 will provide critical financial support for cybersecurity enhancements. There is no required match from the District for this funding.

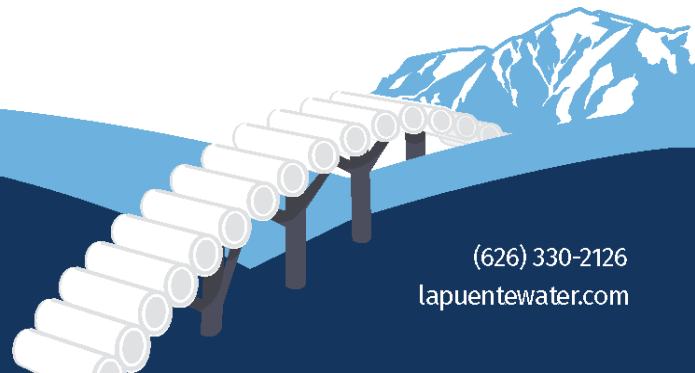
RECOMMENDATION

Approve Resolution No. 308, authorizing the District's participation in the FY 2024 SLCGP.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Angelina Padilla".

Angelina Padilla
HR Coordinator/Admin Assistant



ENCLOSURES

- Enclosure 1: Resolution No. 308



RESOLUTION NO. 308

A RESOLUTION OF THE BOARD OF DIRECTORS OF LA PUENTE VALLEY COUNTY WATER DISTRICT AUTHORIZING PARTICIPATION IN THE FY 2024 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (SLCGP)

WHEREAS, the La Puente Valley County Water District (the "District") recognizes the importance of cybersecurity improvements for the protection of local government systems and public resources; and

WHEREAS, the District is eligible to apply for and receive grant funding through the California Governor's Office of Emergency Services (Cal OES) under the FY 2024 State and Local Cybersecurity Grant Program (SLCGP); and

WHEREAS, the grant requires the submission of a Governing Body Resolution (GBR) appointing one or more Authorized Agents (AA) to execute grant-related actions, including but not limited to, applying for funding, signing agreements, and submitting required documentation,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF LA PUENTE VALLEY COUNTY WATER DISTRICT DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1: The above recitals are true and correct and are incorporated herein by this reference.

Section 2: The Board of Directors authorizes participation in the SLCGP for Fiscal Year 2024 and agrees to comply with all program requirements.

Section 3: The General Manager or his designee is hereby authorized and empowered to execute grant related actions on behalf of the District, including but not limited to, any actions necessary for obtaining the grant subaward, signing agreements relating to the grant and the District's participation in the SLCGP for Fiscal Year 2024, submitting reports, making any administrative modifications as required by Cal OES, and taking any other necessary actions relating to the SLCGP for Fiscal Year 2024.

Section 4: Affirms this resolution shall be effective for three (3) grant years including FY 2024.

ADOPTED, SIGNED AND APPROVED by the Board of Directors of La Puente Valley County Water District at a duly noticed, open and public meeting held on February 24, 2025.

Ayes:

Nays:

Abstains:

Absent:

ATTEST:

John P. Escalera, President
Board of Directors
La Puente Valley County Water District

Roy Frausto, Board Secretary

EXHIBITS

- Cal OES – Fiscal Year 24 State and Local Cybersecurity Grant Program



***Cal* OES**

**GOVERNOR'S OFFICE
OF EMERGENCY SERVICES**

**Fiscal Year 2024
State and Local Cybersecurity Grant Program**

***California Supplement to the
Federal Notice of Funding Opportunity***

Revised January 2025

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Federal Program Announcement	<p>In September 2022, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program (SLCGP), Notice of Funding Opportunity (NOFO). The FY 2023 SLCGP NOFO was subsequently released in August 2023. Subrecipients must follow the programmatic requirements in the NOFOs, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2, Code of Federal Regulations (C.F.R.), Part 200.</p>
Competitive Funding Opportunity	<p>The Competitive Funding Opportunity (CFO) provides the information necessary to prepare a proposal for Cal OES's grant funds for the FY 2024 SLCGP. The SLCGP is a competitive grant; therefore, scoring criteria are established and grants are awarded for the top-scoring applications. Applications are recommended for funding based on the entities' proposed projects alignment with the California SLCGP Cybersecurity Plan as identified in the CFO.</p>
Information Bulletins	<p>DHS issues Information Bulletins (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.</p>
Grant Management Memoranda	<p>Cal OES issues Grant Management Memoranda (GMMs) which provide additional information and requirements regarding SLCGP funds.</p>
Purpose of the California Supplement	<p>The FY 2024 SLCGP California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFOs. Applicants are highly encouraged to thoroughly read both the FY 2022 and FY 2023 NOFOs before referring to the State Supplement. The State Supplement will highlight additional California policies, priorities, and requirements applicable to FY 2024 SLCGP.</p>
Eligible Subrecipients	<p>Eligible Applicants, referred to as Subrecipients, must meet federal definition of Local Government in 6 U.S.C. § 101(13) or Tribal Government in 6 U.S.C. § 665(g)(a)(7) and be located in California, or be agencies of the State of California. Private entities including non-profit organizations and for-profit organizations are not eligible to apply.</p>

Local Unit of Government

“Local government” for purposes of being an eligible Subrecipient for the SLCGP is defined in [6 U.S.C. § 101\(13\)](#) as:

- A. A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity, or agency or instrumentality of a local government;
- B. An Indian tribe or authorized tribal organization, or in Alaska a Native Village or Alaska Regional Native Corporation; and
- C. A rural community, unincorporated town or village, or other public entity.

Tribal Government

“Tribal government” for purposes of being an eligible Subrecipient for the SLCGP is defined in [6 U.S.C. § 665g\(a\)\(7\)](#) as the “recognized governing body of any Indian or Alaska Native Tribe, band, nation, pueblo, village, community, component band, or component reservation, that is individually identified (including parenthetically)” in the most recent published list of [Federally Recognized Tribes](#).

Supplanting Prohibited

Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources that occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of the activity associated with this improper use of federal grant funds.

Public/Private Organizations

Subrecipients may contract with other public or private organizations to perform eligible activities on approved SLCGP projects.

Debarred/ Suspended Parties

Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.

**Debarred/
Suspended
Parties
Cont.**

Subrecipients must obtain documentation of eligibility before making any subaward or contract using SLCGP funds and must be prepared to present supporting documentation to monitors/auditors.

Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at [2 C.F.R. § 180.335](#). The rule also applies to Subrecipients who pass through funding to other local entities.

If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at [2 C.F.R. § 180.335](#), immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.

**Civil Rights
Policies**

The Cal OES Grants Management and Office of Civil Rights and EEO Programs, in coordination with DHS, has developed the following policies tailored specifically to program beneficiaries, including Subrecipients of DHS funding:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

These policies can be found on the Cal OES website: www.caloes.ca.gov/office-of-the-director/policy-administration/civil-rights-eeo/

For questions about these policies, please contact:

Cal OES's Civil Rights and Equal Employment Opportunity Office via email at: eeo@caloes.ca.gov.

**Civil Rights
Policies Cont.**

Or write to:

California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655
ATTN: EEO Office

To request a reasonable accommodation or alternate format or language services under these policies, please contact your Grants Analyst or the EEO Office.

SLCGP Program Objectives

Strengthening cybersecurity practices and resilience of state, local, and territorial (SLT) governments is an important national homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS/FEMA to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide to their community.

The FY 2024 SLCGP aligns with the [2020-2024 DHS Strategic Plan](#) by helping DHS achieve Goal 3: Secure Cyberspace and Critical Infrastructure, Objective 3.3 Assess and Counter Evolving Cybersecurity Risks. The FY 2024 SLCGP also supports the [2022-2026 FEMA Strategic Plan](#) which outlines a bold vision and three ambitious goals, including Goal 3: Promote and Sustain a Ready FEMA and Prepared Nation, Objective 3.2: Posture FEMA to Meet Current and Emergent Threats.

The goal of SLCGP is to assist SLT governments with managing and reducing systemic cyber risk. With SLCGP funding, Subrecipients are required to address how at least one or more of the following program objectives will be met in their proposed project(s):

- Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.
- Objective 2: Understand their current cybersecurity posture and areas of improvement based on continuous testing, evaluation, and structured assessments.
- Objective 3: Implement security protections commensurate with risk.
- Objective 4: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

SLCGP Program Objectives Cont.

For more information on the program goals, objectives, sub-objectives, and desired outcomes, please refer to the FY 2022 and FY 2023 SLCGP NOFOs.

FY 2022-23 National Priorities

To support the goals and objectives of the SLCGP, Subrecipients are highly encouraged to prioritize the following key Cybersecurity Best Practices, as appropriate, in their individual projects using SLCGP funds:

- Implement multi-factor authentication
- Implement enhanced logging
- Data encryption for data at rest and in transit
- End use of unsupported/end of life software and hardware that are accessible from the internet
- Prohibit use of known/fixed/default passwords and credentials
- Ensure the ability to reconstitute systems (backups)
- Actively engage in bidirectional sharing between CISA and SLT entities in cyber relevant time frames to drive down cyber risk
- Migration to the .gov internet domain

Subrecipients should eventually adopt and use all eight Cybersecurity Best Practices as described in the FY 2022 and FY 2023 SLCGP NOFOs, Section A, 10, c. **Subrecipients are strongly recommended to prioritize the best practices in the implementation of their individual projects, as appropriate, to improve their cybersecurity posture and work on plans to move toward eventual adoption of all eight of the cybersecurity best practices.** Although immediate adoption of all practices by the Subrecipient is not required, progression should be documented in the required performance reports.

With regard to migrating to the .gov internet domain (one of the Cybersecurity Best Practices), educational institution Subrecipients (e.g., school districts) using the .edu Internet domain are exempted from transitioning to the .gov Internet domain. All other Subrecipients are advised that a .gov

**National Priorities
Cont.**

internet domain not only provides many security benefits but also signals trust and credibility to public users. For more information on migrating to the .gov internet domain please visit the DotGov Program at get.gov.

As states, territories, and local entities increase their cybersecurity maturity level, DHS/CISA recommends they move toward implementing more advanced cybersecurity best practices, such as endpoint detection and response capabilities, as well as conducting regular penetration testing. Please visit the [SLCGP page on the CISA website](#) for additional information and resources on cybersecurity best practices.

**National
Campaigns and
Programs**

Whole Community Preparedness – Subrecipients should engage with the [whole community](#) to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize established best practices for whole community inclusion and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

Continuity Capability – Continuity should be integrated into each core capability and the coordinating structures that provide them. Protection of critical systems and networks that ensure continuity of operation, business, and government are fundamental to ensuring delivery of all core capabilities. Continuity capabilities increase resilience and the probability that organizations can perform essential functions in the delivery of core capabilities that support the mission areas. FEMA is responsible for developing, managing, and promulgating national continuity planning, guidance, training, and exercise programs for the whole community.

FEMA develops and promulgates directives, policy, and guidance for continuing SLT government jurisdictions,

**National
Campaigns and
Programs (cont.)**

nongovernmental organizations, and private sector organizations' essential functions across a broad spectrum of emergencies. This direction and guidance assists in developing capabilities for continuing the essential functions of SLT governmental entities, as well as public/private critical infrastructure owners, operators, and regulators enabling them.

This aligns with the requirements that SLCGP Cybersecurity Plans ensure continuity of operations of the state or territory as well as applicable local governments in the event of a cybersecurity incident, as well as continuity of communications and data networks within the state or territory and between the state or territory and applicable local governments. See also [6 U.S.C. § 665g\(e\)\(2\)\(B\)\(vii\), \(ix\)](#).

Continuity Guidance Circulars outline continuity requirements for agencies and organizations and provide guidance, methodology, and checklists. For additional information on continuity programs, guidance, and directives, visit the [Continuity Resource Toolkit](#) on the FEMA website.

**National
Cybersecurity
Review**

The [National Cybersecurity Review \(NCSR\)](#) is a required assessment for all Subrecipients of SLCGP funding to be completed on an annual basis.

The NCSR is a no-cost, anonymous, and annual self-assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs. The NCSR usually opens for completion in October and closes in February.

Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In these cases, Subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by Cal OES.

The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. Additional information may be found in [IB 439](#) and [429a](#).

**Required CISA
Cyber Hygiene
Services**

As a condition of receiving SLCGP funding, Subrecipients are required to participate in the vulnerability scanning service provided through the CISA Cyber Hygiene Services. Participation in this service is not required for submission and approval of a proposal, however it is required for approved projects funded through the SLCGP.

**Match
Requirement**

The SLCGP requires cash and/or third-party in-kind contributions as a share of cost to match the federal share awarded through the program. Match required for the SLCGP is calculated based on the total project cost. ***The match requirement for Subrecipients has been waived in full.***

Match requirements for the upcoming federal fiscal years of the SLCGP are as follows:

- FFY 2024: 30% of the total project cost
- FFY 2025: 40% of the total project cost

Applicants are referred to [2 C.F.R. § 200.306](#) for details on match requirements for federal awards. Non-federal match contributions have the same eligibility requirements as the federal share.

**Management
and
Administration**

The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of 5% for the FY 2024 SLCGP.

Indirect Costs

Indirect costs are allowable under the FY 2024 SLCGP Grant Subaward.

Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application.

Indirect costs are in addition to the M&A allowance and must be included in the Grant Award Application as a “Project” and reflected in the FMFW on the Indirect Cost Tab if being claimed under the award.

**Indirect Costs
Cont.**

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient's fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new indirect cost rate agreement.

The FEMA Preparedness Grants Manual, published by FEMA, states that state and local governments are **not** permitted to use the de minimis rate. The de minimis rate is allowable only when an exception is granted to the SAA by FEMA per 2 C.F.R. Part 200, Appendix VII, paragraph D.1.b. Subrecipients should not include these costs based on the de minimis rate in their future applications until further notice. If necessary, subrecipients may work with their Grants Analyst to modify their existing projects to remove such costs that were included in their proposed projects.

Equipment Costs

Per the NOFO, equipment costs are allowable under this Program. SLCGP equipment is intended to be used to address cybersecurity risks and cybersecurity threats to information systems owned or operated by, or on behalf of, state, local, and tribal governments.

Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with SLCGP funds.

Unless otherwise stated, all equipment must meet all applicable statutory, regulatory, and DHS standards to be eligible for purchase using SLCGP funds. In addition, Subrecipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

NOTE: Equipment requiring construction activities (including site preparation, utility installations, and any groundbreaking activities) or equipment installations are not allowable.

Equipment Maintenance/Sustainment

Use of SLCGP funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA [IBs 336](#) and [379](#), as well as Grant Programs Directorate (GPD) Policy [FP-205-402-125-1](#).

Emergency Communications Projects – SAFECOM Guidance

All Subrecipient emergency communications projects must comply with the [SAFECOM Guidance](#) on Emergency Communications Grants and describe how such activities align with the goals of the Statewide Communications Interoperability Plan.

Telecom Equipment and Services Prohibitions

Effective August 13, 2020, section 889(f)(2)-(3) of the [John S. McCain National Defense Authorization Act for FY 2019 \(NDAA\)](#) and [2 C.F.R. § 200.216](#) prohibit DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following telecommunications equipment or services:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Please see [FEMA Policy #405-143-1](#) for additional information.

Construction and Renovation

SLCGP funds may **not** be used for construction, renovation, remodel, or to perform alterations of buildings or other physical facilities. However, this does not prohibit a subrecipient from making **minor modification** to an existing building or other physical facility necessary to install and connect equipment purchased under an SLCGP grant subaward, such as drilling a hole in a building's wall to mount such equipment.

In addition, the prohibition does not apply in circumstances where the subrecipient constructs, remodels, or performs alterations of buildings or other physical facilities with *its own funding* when installing and connecting equipment for an information system purchased under the grant subaward. The prohibition only applies to work and associated costs sourced with federal funding and/or the non-federal cost share of a grant subaward and does not apply to work completed at the subrecipient's own expense.

Subrecipients may use SLCGP funding to perform minor modifications that **do not** substantially affect a building's or other physical facility's structure, layout, or systems; affect critical aspects of the building's safety; or otherwise materially increase the value or useful life of the building or other physical facility.

The following list provides examples of **potentially allowable costs** using SLCGP federal funds and/or match:

- Fastening equipment to building or other physical facility walls where it does not become a permanent fixture (such as hanging a server rack with servers on a building wall).
- Replacing an outdated existing electrical or internet outlet into which the equipment will connect.
- Installing new cabling.
- Replacing existing cabling.
- Moving cabling.
- Installing and connecting information system equipment to the building's network and power supply and internet.

**Construction and
Renovation
Cont.**

- Making a hole in the wall to attach the equipment to the building's network, power, or internet.

Examples of the types of construction, remodeling, and alterations that are unallowable with SLCGP funding or the non-federal cost share include:

- Constructing a new building or other physical facility.
- Updating an electrical system to a building or other physical facility that involves work to enhance or modernize the electrical infrastructure, such as replacing electrical panels, upgrading old or unsafe wiring, and replacing circuit breakers.
- Installing new walls or reconfiguring existing walls.
- Affixing equipment in such a way that it becomes a permanent part of a building or other physical facility (as this would result in the equipment no longer being personal property).

Minor modifications may be permitted under the SLCGP subject to additional reviews. As a reminder, recipients and subrecipients are required to submit projects for minor building modifications for approval to FEMA through the Environmental Planning and Historic Preservation (EHP) review process. See [IB 523](#) for additional information.

**Conflict of
Interest**

To eliminate and reduce the impact of conflicts of interest in the subaward process, Subrecipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Subrecipients and pass-through entities are also required to follow any applicable federal, state, local, and tribal statutes or regulations governing conflicts of interest in the making of subawards.

Subrecipients must disclose to their Grants Analyst, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the SLCGP subaward within five days of learning of the conflict of interest.

**California
Cybersecurity
Priorities**

The State prioritized the following initiatives in the California SLCGP Cybersecurity Plan for the FY 2024 Grant Subawards:

1. Enhance the preparation, response, and resiliency of information systems, applications, and user accounts (SLCGP Cybersecurity Plan Element 3);
2. Implement a process of continuous cybersecurity risk factors and threat mitigation practices, prioritized by degree of risk (SLCGP Cybersecurity Plan Element 4);
3. Develop and coordinate strategies to address cybersecurity risks and threats (SLCGP Cybersecurity Plan Element 14);
4. Identify and mitigate any gaps in the cybersecurity workforces, enhance recruitment and retention efforts, and bolster the knowledge, skills, and abilities of personnel with reference to the National Initiative for Cybersecurity Education Workforce Framework for Cybersecurity (SLCGP Cybersecurity Plan Element 8);
5. Assess and mitigate Critical Infrastructure and Key Resources risks and threats impacting local jurisdictions (SLCGP Cybersecurity Plan Element 10);
6. Ensure continuity of operations, including by conducting exercises (SLCGP Cybersecurity Plan Element 7); and
7. Ensure rural communities have adequate access to, and participation in, California SLCGP Cybersecurity Plan activities (SLCGP Cybersecurity Plan Element 15).

These focus areas drive the prioritized cybersecurity projects described in the California SLCGP Cybersecurity Plan, Appendix B: Project Summary Worksheet. Cybersecurity projects funded through the FY 2024 SLCGP in California must align with one or more of the SLCGP Objectives and one or more of the 16 Cybersecurity Plan Elements.

“On Behalf Of”

Cal OES may, in conjunction with local approval authorities, designate funds “on behalf of” local entities who choose to decline or fail to utilize their subaward in a timely manner.

**Public Alert
and Warning**

Cal OES encourages Subrecipients to consider their jurisdiction’s alignment with the [State of California Alert and Warning Guidelines](#), developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

**Financial
Management
Forms Workbook
(FMFW)**

The FY 2024 Cal OES FMFW includes:

Grant Subaward Face Sheet – Use the Grant Subaward Face Sheet to apply for grant programs. The Grant Subaward Face Sheet must be signed and submitted in portrait format. An active UEI# (Formerly DUNS#) is required. UEI registration information is available on sam.gov.

Authorized Agent Contact Information – Provide the contact information of Authorized Agents (AA), delegated via the GBR or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign requests.

Project Ledger – The project ledger is used in the application process to submit funding information and is used for submitting cash requests and grant subaward modifications.

Planning Ledger – Provides detailed information on grant-funded planning activities with a final product identified.

Organization Ledger – Provides detailed information on grant-funded organizational activities.

Equipment Ledger – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

Training Ledger – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The [Training Request Form](#) must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

Exercise Ledger – Provides detailed information on grant-funded exercises.

M&A Ledger – Provides information on grant-funded M&A activities.

Financial Management Forms Workbook Cont.

Indirect Costs Ledger – Provides information on indirect costs.

Consultant-Contractor Ledger – Provides detailed information on grant-funded consultants and contractors.

Authorized Agent Page – The AA Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA Page must include a valid signature on file with Cal OES and the date.

Subrecipient Grants Management Assessment

Per [2 C.F.R. § 200.332](#), Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The [Subrecipient Grants Management Assessment Form](#) contains questions related to an organization’s experience in the management of federal grant awards. It is used to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the grant application.

Application Attachments

Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure – Use the [FFATA Financial Disclosure Form](#) to provide the information required by the Federal Funding Accountability and Transparency Act of 2006.

Certification Regarding Lobbying – Use the [Certification Regarding Lobbying Form](#) to certify lobbying activities, as stipulated by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.

STD 204 Payee Data Record – This form provides information for income tax reporting and to ensure tax compliance with federal and state laws. **This form is only required if the Applicant has not previously received a Grant Subaward from Cal OES.**

Indirect Cost Rate Agreement – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved indirect cost rate agreement.

Standard Assurances

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit a signed, **original** of the [FY 2024 Standard Assurances](#) as part of their FY 2024 SLCGP application.

Standard Assurances Cont.

The required Standard Assurances can be found only in PDF format on the Cal OES website.

NOTE: Self-created Standard Assurances will not be accepted.

Governing Body Resolution

The Governing Body Resolution (GBR) appoints Authorized Agents (AA) – identified by the individual's name or by a position title – to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR in order to execute their Grant Subaward agreement. Resolutions may be valid for up to three grant years given the following:

- The resolution identifies the applicable grant program (e.g., SLCGP);
- The resolution identifies the applicable grant years, (e.g., FY 2024); and
- Adheres to any necessary elements required by local protocols, rules, etc., if applicable.

Resolutions that only identify a single grant program will only be valid for that single program. Resolutions that do not identify applicable grant years will only be valid for the grant year in which the resolution was submitted.

Authorized Agent Information – For each person or position appointed by the governing body, identify the individual in the Cal OES Grants Central System (GCS) by assigning them the Authorized Agent role.

All changes in AA and contact information must be submitted through the GCS. If the GBR identifies the AA by name, a new resolution is needed when changes are made. If the GBR identifies the AA by position and/or title, changes may be made by an existing AA, who can register the new AA in the GCS. Cal OES will not accept signatures of an AA's designee, unless authorized by the governing body's resolution. A change to an AA's designee must be submitted through the GCS.

State Agencies and Tribes Only

State agencies and federally recognized tribes may submit the Signature Authorization Form in lieu of a GBR, signed by the most senior ranking official, such as the Secretary, Director, President, Chancellor, or Chairperson.

Application Submission

Subrecipients must submit an electronic copy of their completed FMFW to their Program Representative for review. After the application is approved, a completed copy of the FMFW, along with all other application components must be submitted, with official signatures, by the application due date. During the application process, if it is determined not all allocated funds can be expended by the end of the period of performance, please inform a Program Representative as soon as possible. The completed application should be received by Cal OES no later than the date provided in the FY 2024 SLCGP Timeline, referenced as Attachment A.

Late or Incomplete Application

Late or incomplete applications may be denied. If an application is incomplete, the Program Representative may request additional information. Requests for late submission of applications must be made in writing to the Program Representative prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.

SLCGP Contact Information

All Subrecipient application materials, questions, comments, and correspondence should be directed to:

California Governor's Office of Emergency Services
ATTN: Grants Management (Building F)
State & Local Projects Unit
3650 Schriever Avenue
Mather, CA 95655

Trevor Martin (916) 328-7693
Trevor.Martin@caloes.ca.gov

Subaward Approval

Subrecipients will receive a formal notification of award. The award letter must be signed, dated, and returned to Cal OES within 20 calendar days. Once the completed application, along with the signed award letter, is received and approved, reimbursement of eligible subaward expenditures may be requested.

Payment Request Process

To request a cash reimbursement of SLCGP funds, Subrecipients must first complete a payment request. Subrecipients who fail to follow instructions may experience delays in processing the payment request.

Payments can only be made if the Subrecipient has an approved application.

Advances and Interest Earned on Advances

An Advance payment is a payment that is requested before Subrecipients have disbursed the funds for program purposes. Subrecipients may be paid an advance, provided they maintain a willingness and ability to maintain procedures to minimize the time elapsing between the receipt of funds and their disbursement. The timing and amount of advance payments must be as close as administratively feasible to the actual disbursements by the Subrecipient for project costs.

Federal rules require advances to be deposited in interest-bearing accounts. Interest earned amounts up to \$500 per year may be retained by Subrecipients for administrative expenses; any additional interest earned on federal advance payments must be returned annually to Cal OES.

Semi-Annual Drawdown Requirements

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur by March and October of each calendar year following final approval of the subaward application, except for the final cash request, which must be submitted within 20 calendar days after the end of the period of performance.

Modifications

Post-award budget and scope modifications must be requested, signed by the Subrecipient's AA, and submitted to the Grants Analyst.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

**Modifications
Cont.**

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or in a document attached to the transmittal e-mail. Please reference [GMM 2018-17](#) for additional information regarding modification requests.

Any changes to the scope of work of a proposal selected for funding are not permitted.

Training

All grant-funded training activities must receive Cal OES approval prior to starting the training event. Cal OES shall allow Subrecipients to develop a “placeholder” for future training conferences when an agenda has not been established at the time Subrecipient applications are due. Please work with a Grants Analyst and the Training Branch to identify a possible “placeholder” for these types of training activities.

When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

Subrecipients must complete a [Training Request Form](#) and submit it electronically to the Cal OES Training Branch to be approved with a Training Feedback Number before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Requests that are submitted with less than 30 days prior to the start of the training or activity are not guaranteed to be approved in time and run the risk of training being unallowable. Training Feedback numbers must be included on the Training Ledger to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the [Cal OES Training Branch](#) at (805) 594-2500.

Exercises, Improvement Plans, and After-Action Reporting

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through the THIRA and SPR process, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with SLCGP grant funds. An After-Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars and Workshops) must be completed and submitted to Cal OES within 90 days after exercise/seminars/workshops are conducted. It is acceptable to submit an *Exercise Summary Report for Seminars and Workshops* in lieu of a full AAR/IP.

Please e-mail AAR/IPs and Summary Reports to:

- hseep@fema.dhs.gov
- exercise@caloes.ca.gov
- christopher.camacho@caloes.ca.gov

For exercise-related issues and/or questions, please email the Cal OES Exercise Team at exercise@caloes.ca.gov.

Exercise costs will not be considered for reimbursement until an AAR/IP is received by Cal OES.

Procurement Standards and Written Procedures

Subrecipients are required to conduct procurement activities in accordance with documented procurement procedures, that align with federal procurement standards outlined in [2 C.F.R. Part 200](#). In cases where there is a conflict between the local procedures and federal standards, the more stringent requirements must be followed. Additionally, subrecipients must implement written conflict of interest policies that govern the actions of employees involved in the selection, award, and administration of contracts. These policies should include provisions for disciplinary actions in the event of violations.

Procurement Thresholds

Under 2 C.F.R. Part 200, procurement thresholds are defined as follows:

- **Micro-purchase threshold:** This is the maximum amount for which purchases can be made without requiring competitive quotes or formal procurement processes, provided the price is reasonable. The micro-purchase threshold is set at **\$10,000**.

- **Simplified acquisition threshold:** This sets the maximum amount for which federal procurement procedures may be simplified. The threshold is **\$250,000**. For purchases at or below this amount, subrecipients may use streamlined methods, such as obtaining competitive price or rate quotations from an adequate number of qualified sources. Purchases exceeding \$250,000 require more formal procurement procedures, including sealed bids or competitive proposals.

Subrecipients must adhere to these thresholds and, in cases of conflict between local procurement procedures and federal requirements, must apply the more stringent requirements.

Procurement Documentation

Per [2 C.F.R. § 200.318\(j\)](#), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. For any cost to be allowable, it must be adequately documented per [2 C.F.R. § 200.403\(g\)](#). Examples of the types of documents that would cover this information include, but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposal;
- Responses to solicitations, such as quotes, bids, or proposal;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and other documents required by federal regulations applicable at the time a grant is awarded to a Subrecipient.

Noncompetitive Procurement

All noncompetitive procurements exceeding the simplified acquisition threshold requires Cal OES **prior** written approval to be eligible for reimbursement. This method of procurement must be approved by the local Purchasing Agent prior to submitting a request for Cal OES approval. A copy of the Purchasing Agent's approval must be included with the Cal OES [Request for Noncompetitive Procurement Authorization](#) form. Cal OES may request additional documentation that supports the procurement effort.

Cal OES will not reimburse for any noncompetitive procurement contracts for any SLCGP terrorism-related training, regardless of the cost of the training. Exceptions to this policy may be approved in limited circumstances, e.g., related to a procurement effort that has resulted in inadequate competition. Please refer to [GMM2017-01A](#) and [GMM2021-05](#) for additional guidance.

Inventory Control and Property Management

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant-purchased equipment and supplies; and
- Adequate maintenance procedures to keep the property in good condition.

Equipment Disposition

When original or replacement equipment acquired under the SLCGP is no longer needed for program activities, the Subrecipient must contact the Grants Analyst to request disposition instructions. See [2 C.F.R. § 200.313\(e\)](#).

Performance Reporting

Performance Progress Reports – Subrecipients must prepare and submit Performance Reports to the State for the duration of the subaward period of performance, or until all grant activities are completed and the subaward is formally closed by Cal OES. The SLCGP Performance Reports must be submitted on an annual basis, consistent with section 2200A(q)(1) of the Homeland Security Act of 2002. The Performance Reports must include the progress made on identified activities, as well as other required

Performance Reporting Cont.

information. Failure to submit a Performance Report could result in subaward reduction, suspension, or termination.

To ensure that mandated performance metrics and other data required under the subaward is reported accurately, all SLCGP Performance Reports must be submitted electronically, via email, to their Cal OES Grants Analyst for

review and vetting. Electronic documents submitted for Cal OES review and vetting should be submitted as soon as possible, but no later than, seven calendar days before the

identified due date(s) associated with the Performance Report. Submission of the electronic copy is only to occur after their Cal OES Grants Analyst's review has concluded and the Subrecipient is directed by their Cal OES Grants Analyst to submit the signed electronic copy.

Extension Requests

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to your Grants Analyst. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project-specific and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore, acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

Extension Requests Cont.

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification the activity/activities will be completed within the extended period of performance without any modification to the original Project Scope.

General questions regarding extension requirements and the extension request form, should be directed to your Grants Analyst. For additional information, please see IB 379. Extension requests for personnel and salaries do not meet the requirements of IB 379 and will not be granted. Subrecipients are expected to complete all grant-funded personnel activities by the end of the subaward period of performance.

Progress Reports on Grant Extensions

All Subrecipients that receive Cal OES approval to extend their FY 2024 Grant Subaward period of performance may be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to the Subrecipient's Grants Analyst. Deadlines for the submission of progress reports will be established at the time of extension approval.

Monitoring

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, desk, and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements.

Monitoring activities may include, but are not limited to:

- Verifying entries recorded in categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent modifications, including the review of timesheets and invoices as applicable;
- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with Standard Assurances, and information provided on performance reports and payment requests.

NOTE: It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a “hold” placed on any future reimbursements until the “finding” is resolved.

Failure to Submit Required Reports

Periodic reporting is required by the grant. Subrecipients who miss a single reporting deadline may receive a letter addressed to their governing body informing them of the failure to report. Subrecipients who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished.

**Suspension/
Termination**

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special Conditions.
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- False certification in the application or document.

- Failure to adequately manage, monitor, or direct the grant funding activities of their Subrecipients.

Before taking action, Cal OES will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to informally resolve the problem.

Closeout

Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed.

Subawards will be closed after:

- All funds have been requested and reimbursed, or disencumbered;
- Receiving all applicable Subrecipient reports indicating all approved work has been completed, and all funds have been distributed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications, and payments.

**Records
Retention**

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken.

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See [2 C.F.R. § 200.334\(f\)](#).

In order for any cost to be allowable, it must be adequately documented per [2 C.F.R. § 200.403\(g\)](#).

The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

Closed grants may still be monitored and audited. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See [2 C.F.R. §§ 200.334, 200.336](#).

DHS/FEMA Approval of California's SLCGP Cybersecurity Plan	September 29, 2023
2024 SLCGP CFO release	July 31, 2024
2024 SLCGP California Supplement release	July 2024
Subrecipient Award Notifications	December 2024
Subrecipient period of performance begins	December 1, 2024
Subrecipient Final Applications Due to Cal OES	February 28, 2025
Subrecipient First Performance Report Due	December 31, 2025
Subrecipient period of performance ends	December 31, 2026
Final Cash Requests due to Cal OES	Within twenty (20) calendar days after end of grant
Subrecipient Final Performance Report Due	January 15, 2027
Cal OES's period of performance ends	November 30, 2027

Subrecipient: _____ FIPS#: _____

Program Representative: _____

Financial Management Forms Workbook:

- Grant Subaward Face Sheet
- Authorized Agent & Contact Information Ledger
- Project Ledger
- Planning Ledger
- Organization Ledger
- Equipment Ledger
- Training Ledger
- Exercise Ledger
- Consultant/Contractor Ledger
- Management & Administration Ledger
- Indirect Cost Ledger
- Authorized Agent Sheet

Attachments:

- Original Counter-Signed Award Letter
- Governing Body Resolution (Certified)
- Standard Assurances (Signed Originals)
- FFATA Certification
- Lobbying Certification
- Subrecipient Grant Management Assessment Form
- Indirect Cost Rate Negotiation Agreement
- STD 204 Payee Data Record (If Applicable)

State Agencies and Tribes Only:

- Signature Authority Form (in lieu of Governing Body Resolution)

For Cal OES Use Only

Reviewed by: _____ Date: _____

Management Approval: _____ Date: _____

STAFF Report



Meeting Date: February 24, 2025
To: Honorable Board of Directors
Subject: Adoption of Resolution No. 309 – Adopting a Sponsorship Policy

Purpose: *Adopt a Sponsorship Policy to direct staff in evaluating sponsorship requests.*

Recommendation: *Adopt Resolution No. 309, adopting the Sponsorship Policy.*

Fiscal Impact: *The proposed policy has a maximum limit of \$6,000 per year for sponsorship. No direct fiscal impact by adopting the policy; however, there is a potential impact of \$6,000 per year as a result of this policy.*

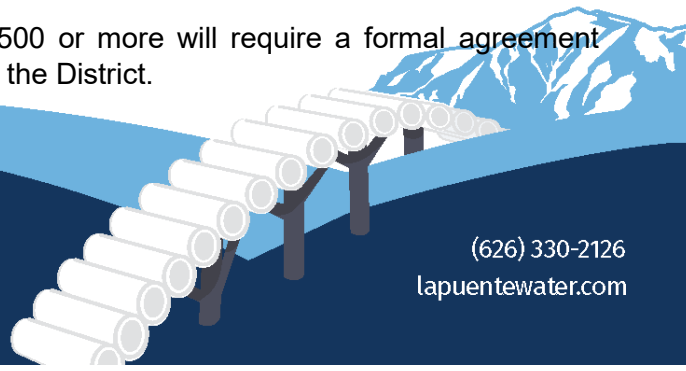
BACKGROUND

The District has historically received sponsorship requests from various organizations seeking financial support and has managed these requests on a case-by-case basis. The proposed Sponsorship Policy establishes a structured approach for reviewing requests, ensuring that sponsorships align with the District's mission and strategic goals while maintaining fiscal responsibility.

SUMMARY

The District has received multiple sponsorship requests in recent years without a formal policy in place to guide the review and approval process. As the number of requests continues to increase, staff recommends the adoption of the attached Sponsorship Policy. This policy will provide clear guidelines to assist the General Manager and HR Coordinator/Admin Assistant in evaluating sponsorship requests. The Sponsorship Policy provides a clear framework for evaluating and approving sponsorship requests. Key points of the policy include:

- **Criteria/Eligibility:** Applicants must be located in the District's service area or provide a direct public benefit. Eligible applicants should be tax-exempt organizations, while individuals, political groups, and for-profit entities are ineligible.
- **Funding Limits:** The policy sets a maximum sponsorship of \$1,500 per event or applicant annually, with an overall annual budget cap of \$6,000.
- **Evaluation Process:** Sponsorship requests will be reviewed by the General Manager and HR Coordinator/Admin Assistant based on established criteria, including mutual benefit to the District.
- **Approval & Reporting:** Sponsorships will be awarded on a first-come, first-served basis, subject to budget availability. The General Manager will provide quarterly reports to the Board detailing sponsorship applications and approvals.
- **Agreement Requirement:** Monetary sponsorships of \$500 or more will require a formal agreement outlining the purpose of the sponsorship and its benefit to the District.



FISCAL IMPACT

The proposed policy has a maximum limit of \$6,000 per year for sponsorship. No direct fiscal impact by adopting the policy; however, there is a potential impact of \$6,000 per year as a result of this policy.

RECOMMENDATION

Adopt Resolution No. 309 approving the adopting of the Sponsorship Policy.

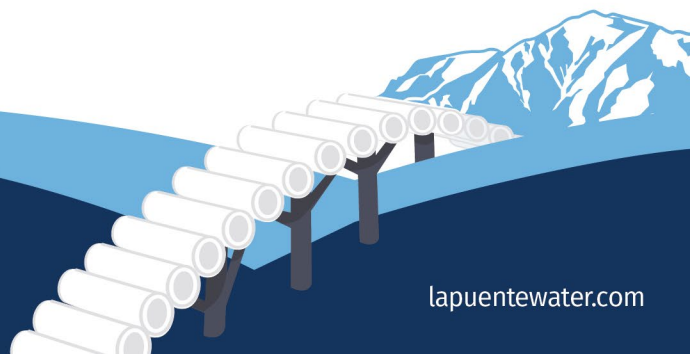
Respectfully Submitted,



Angelina Padilla
HR Coordinator/Admin Assistant

ENCLOSURES

- Enclosure 1: Resolution No. 309





RESOLUTION NO. 309

A RESOLUTION OF THE BOARD OF DIRECTORS OF LA PUENTE VALLEY COUNTY WATER DISTRICT ADOPTING A SPONSORSHIP POLICY

WHEREAS, the La Puente Valley County Water District ("District") recognizes the importance of engaging with its customers and supporting community-based initiatives that align with the District's mission; and

WHEREAS, the District acknowledges the need for a formal policy to evaluate requests for sponsorships from outside organizations and agencies to ensure the equitable and transparent use of public resources; and

WHEREAS, the District previously adopted a Sponsorship Policy under Resolution No. 184 on July 17, 2007, and desires to update and replace that policy to reflect current practices and priorities; and

WHEREAS, the proposed Sponsorship Policy establishes clear eligibility criteria, funding limitations, and procedures for reviewing and approving sponsorship requests to maximize public benefit and maintain fiscal responsibility;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the La Puente Valley County Water District does hereby adopt the attached Sponsorship Policy (the "Policy") as set forth in Exhibit "A" attached hereto, which shall be effective upon adoption by the Board of Directors, and which shall control over any conflicting District rule, regulation or policy.

ADOPTED, SIGNED AND APPROVED by the Board of Directors of La Puente Valley County Water District at a duly noticed, open and public meeting held on February 24, 2025.

Ayes:
Nays:
Abstains:
Absent:

John P. Escalera, President
Board of Directors
La Puente Valley County Water District

ATTEST:

Roy Frausto, Board Secretary

EXHIBITS

- Exhibit A – Sponsorship Policy



La Puente Valley County Water District Sponsorship Policy

I. Purpose

The purpose of the La Puente Valley County Water District (District) Sponsorship Policy (the "Policy") is to provide direction to the General Manager and Staff for evaluating requests for sponsorships from outside organizations and agencies. This Policy supersedes and replaces the prior Sponsorship Policy enacted under Resolution No. 184 on July 17, 2007.

II. Scope

The District has an interest in engaging with its customers through regular communications and interactions. The District intends to participate in and provide funding or in-kind contributions to eligible organizations and events whose program goals are related to and/or further the District's mission. The District has drafted this Policy in good stewardship to evaluate requests for sponsorships. This policy applies to all requests for District contributions, including monetary and non-monetary contributions, by establishing criteria to evaluate any such request with the intent of using public resources in an equitable manner to further the District's mission and benefit its community.

III. Definitions

Non-monetary Sponsorships: Contribution of District resources, such as use of facilities or giveaway items, in return for certain tangible benefits to the District, including acknowledgment, recognition and/or promotional consideration that enhances the services the District provides.

Monetary Sponsorship: District contribution of money in return for certain benefits to the District including, acknowledgment, recognition and/or promotional consideration that enhances the services the District provides.

Applicant: An organization or agency seeking non-monetary or monetary sponsorship from the District.

IV. Criteria/Eligibility:

1. Applicant must be located in the District's service area and/or provide public benefit to enhance the quality of life for residents or businesses in the District's service area. The applicant should be a tax-exempt organization.
2. Individuals shall not be eligible for the District's monetary or non-monetary sponsorship.

3. The District shall not provide sponsorship to any organization or agency unless such sponsorship is mutually beneficial for the District in accordance with the District's mission and strategic goals. Mutual benefit may be determined as:
 - a. The applicant provides a benefit to the District or the community served by the District that is identifiable;
 - b. The applicant provides services that complement services the District provides; and/or
 - c. The applicant provides an opportunity to promote collaboration with local or regional partners or other entities that will fulfill the District's mission and strategic goals.
4. The following organizations or agencies shall not be eligible for District sponsorship:
 - a. Religious (except for a sponsorship to be used solely for a non-religious purpose that directly benefits the District, as the General Manager shall determine; e.g., installation of a water conservation garden) or political group; and
 - b. For-profit entities.
5. An organization or agency will only be eligible for a single sponsorship per calendar year.
6. Sponsorship shall not exceed \$1,500 per event or applicant per year.
7. Sponsorships shall not exceed \$6,000 in total for the entire budget year.

V. Procedure

1. Any organization or agency that meets the criteria and eligibility requirements as set forth above and which seeks District Sponsorship must submit an application to the District using the form attached to this policy as "Exhibit A".
2. An organization or agency seeking non-monetary sponsorship for a specific event shall submit a complete application no less than 14 days before the event date.
3. Applications may be submitted at any time during the year; however, sponsorship applications shall not be submitted to the District more than 365 days before such event.
4. Applications shall be reviewed and evaluated by the General Manager and HR Coordinator/Admin Assistant, verifying that all criteria are met, including mutual benefit to the District.
5. Sponsorships are approved on a first-come, first-served basis. Once the budgeted amount for a fiscal year is reached, no additional sponsorship funding will be provided for the fiscal year.
6. The General Manager shall inform the Board of Directors about sponsorship requests on a quarterly basis including the following information:
 - a. Summary of sponsorship applications submitted to the District in the previous quarter;

- b. List of those sponsorship applications meeting the criteria listed above and reviewed by the General Manager and staff; and
 - c. List of those sponsorship applications meeting the criteria listed above that were awarded sponsorship.
7. If awarded a monetary sponsorship of \$500 or more by the District, the applicant shall be required to enter into an agreement with the District that shall be in a form substantially similar to that attached as "Exhibit B". Such agreement shall identify the reason for the sponsorship and the District purpose it served. All agreements shall be approved by the General Manager.



**LA PUENTE VALLEY COUNTY WATER DISTRICT
SPONSORSHIP AGREEMENT**

This Sponsorship Agreement ("Agreement") is entered into as of _____ [DATE], by and between the **La Puente Valley County Water District** ("District"), and _____ [ORGANIZATION NAME] ("Recipient"), a _____ [ENTITY TYPE] located at [ORGANIZATION ADDRESS].

RECITALS

WHEREAS, the General Manager of the District received an application from the Recipient, which is incorporated herein by this reference, requesting the District to contribute funds to assist Recipient in fulfilling its purpose; and

WHEREAS, the General Manager of the District has concluded financial support of the Recipient ("Sponsorship") through approval of its application, as memorialized in this agreement, furthers the District's purpose and is in the District's best interest; and

WHEREAS, the District seeks to make a monetary Sponsorship to the Recipient which is holding _____ [type of event] on _____ [date of event], in approved areas of _____ [location of event] ("Event") as provided in sections I and III of this Agreement; and

WHEREAS, the District will provide the Sponsorship in the manner set forth herein in exchange for the tangible benefits to be received by the District as outlined herein.

AGREEMENT

1. **Monetary Sponsorship Amount.** The District agrees to provide a Sponsorship to the Sponsorship Recipient in the amount \$_____.
2. **Sponsorship Use and Purpose.** In exchange for the Sponsorship, the Recipient shall use such funds provided solely for the purpose and activities of the Recipient which is generally described as:

[insert description of sponsorship recipients business purpose or activity]

3. **Recognition.** The Recipient will provide public recognition of the District's Sponsorship as follows:
 - Booth/table at Event**
 - Verbal recognition at Event**
 - VIP tickets/admission**
 - The District's logo on marketing materials**
 - Banner at Event**

- Recognition on Social Media**
- Events tickets/free admission**
- The District's logo on website**
- District-provided materials to be available to event attendees**

The District shall have the right to approve any recognition copy prepared by Recipient, and Recipient must obtain such approval in writing before any distribution of such materials.

4. **Report on Event.** Upon request, the Recipient shall provide the District with a report summarizing the Event. The report shall include information regarding the Event ticket sales/registration and expected or actual participation and attendance, and/or a report following the event summarizing the actual sales, participation, use and distribution of any District-related materials and attendance.
5. **Event Cancellation or Substantive Changes to Event.** The Recipient must inform the District as soon as reasonably practical of Event cancellation or of any substantive changes to the Event which cause it to differ from that described in the Sponsorship Application.
6. **Release and Indemnification.** Recipient hereby assumes full and complete responsibility and liability for the Event, which shall be held at Recipient's sole risk. Recipient agrees to defend, indemnify and hold harmless and fully and forever waive, discharge and release the District (including its present and elected officials, officers, administrators, employees, agents, other representatives, successors and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, agents, other representatives, successors and assigns) from and against any and all losses, liabilities, damages, claims, demands, suits and judgments (including, without limitation, attorney's fees and the costs of any legal action) arising out of or related to the Event, except to the extent that such claims liabilities, losses or expenses arise solely from or in connection with any grossly negligent act or omission of the District or any willful wrongdoing by the District (including its present and elected officials, officers, administrators, employees or agents).
7. **Insurance.** The Recipient shall secure and maintain insurance as deemed appropriate by the Recipient to insure against potential liability, damage, loss and risk associated with the Event.
8. **Compliance with ALL Laws and Regulations.** The Recipient shall comply with all applicable laws and regulations that relate to the Event
9. **Amendments to this Agreement.** This Agreement may be amended only by a writing signed by both parties.

For Event Sponsorship, an amendment to the date of an Event within the same calendar year does not require a formal written amendment to this Agreement but does require a written record that both parties agreed to a change in the date of the Event, such as by email exchange or letter exchange referencing this Agreement and specifically evidencing that both parties agree to such Event date change.

10. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
11. **No Waiver.** No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
12. **Severability.** In any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severed from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
13. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by law to the District, its officials, officers, employees, contractors or agents, or any other person acting on behalf of the District.
14. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument. This Agreement may be signed by signatures transmitted electronically, including by e-mail and PDF, DocuSign, Adobe e-sign or any other electronic signature application, and any such electronic signature shall be as valid as an original ink signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by an authorized representative as of the day and year first written above.

La Puente Valley County Water District

[Name of Organization/Agency]

By: _____

By: _____

Roy Frausto

General Manager

[Agency Rep]

STAFF Report



Date: February 24, 2025
To: Honorable Board of Directors
Subject: Trojan Technologies Service 365 Program Contract

Purpose: *To secure preventive maintenance services and safeguard the TrojanUV PHOX System performance year after year at the PVOU-IZ and SZ treatment facilities.*

Recommendation: *Authorize the General Manager to approve the 365 Program 1-year Contracts for the IZ and SZ treatment facilities as proposed by Trojan Technologies.*

Fiscal Impact: *The 2025 PVOU-IZ and SZ Budgets appropriate \$55,000 and \$34,000 for UV Performance/Maintenance Contracts, respectively. The cost of \$47,044.00 (IZ) and \$30,256.00 (SZ) for each service contract as proposed by Trojan Technologies is within the 2025 Budget appropriation. The cost for this performance contract is a PVOU-IZ and SZ Project expense and shall be 100% funded by the PVOU checking account.*

SUMMARY

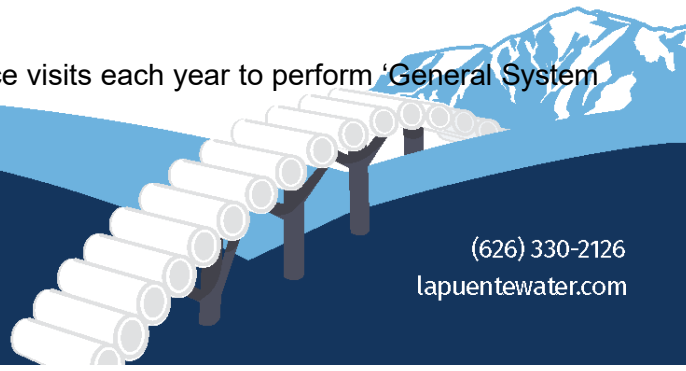
The PVOU TrojanUV PHOX System was installed at the PVOU Groundwater Treatment Facilities in 2021, to treat groundwater contaminants, NDMA, VOCs and 1,4-Dioxane. The UV Systems are designed to successfully treat the groundwater contaminants to non-detectable levels. The Trojan UV System maintenance is a treatment plant operations expense and will be 100% funded by the PVOU checking account.

Trojan Service365 is a preventive maintenance program offered by Trojan Technologies that safeguards the TrojanUV system's performance year after year. Trojan Technologies provides full-service support with comprehensive service plans under the Service365 program. Regular maintenance using TrojanUV replacement parts is key to ensuring the UV system operates at peak performance and continuing to meet treatment requirements. The key benefits of having a preventive maintenance plan in place include the following:

- Lengthen equipment life
- Reduce risk of breakdowns
- Increase equipment efficiency
- Decrease unplanned downtime
- Promote health and safety

The following is a summary of the major contract provisions:

- Trojan Technologies shall provide a total of four (4) service visits each year to perform 'General System Maintenance' as described below:



- Quarterly general system inspection (labor only) – 4 visits per year
 - Identify and replace failed lamps (labor only) and identify and resolve system alarms
 - Log lamp hours and inventory spare parts onsite
 - PLC control settings adjustment as required
 - Ensure system is operating prior to leaving site
 - Ensure service materials are properly disposed of prior to leaving the site.
- Trojan also provides equipment warranty to resolve component failures in which they would be in communications with District staff within 3 hours of notification. If this communication cannot resolve the issue, Trojan will have a technician on-site within 12 hours. Trojan shall resolve any equipment failure within 3 days of initial notification.
 - Parts and labor including, but not limited to, the following:
 - Quartz sleeves
 - Drivers
 - Intensity sensors
 - Power distribution center components (Example: fans, I/O boards, relays)
 - Electrical connections including all wiring
 - System control center components (Example: PLC, HMI, I/O boards)
 - UV chamber components (Example: level sensor, temperature sensor)

FISCAL IMPACT

The 2025 PVOU-IZ and SZ Budgets appropriate \$55,000 and \$34,000 for UV Performance/Maintenance Contracts, respectively. The cost of \$47,044.00 (IZ) and \$30,256.00 (SZ) for each service contract as proposed by Trojan Technologies is within the 2025 Budget appropriation. The cost for this performance contract is a PVOU-IZ and SZ Project expense and shall be 100% funded by the PVOU checking account.

RECOMMENDATION

Authorize the General Manager to approve the 365 Program 1-year Contracts for the IZ and SZ treatment facilities as proposed by Trojan Technologies.

Respectfully Submitted,



Roy Frausto
General Manager

ENCLOSURES

- Trojan Technologies Service 365 Program Contracts for PVOU- IZ and SZ

SERVICE365 CONTRACT

BETWEEN

TROJAN TECHNOLOGIES CORP
("Trojan Technologies")

AND

LA PUENTE VALLEY COUNTY WATER
DISTRICT
PROJECT# 112254 PVOU
Puente Valley Operable Unit Intermediate Zone

FOR WORK ON

TROJAN UVPHOX D72AL75

NOTICE

The attached agreement is proprietary and may not be reproduced or distributed to parties not directly associated with the company noted herein without the express written permission of Trojan Technologies.

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REVISION INDEX

Rev No.	Document Type	Date Submitted	Submitted By
A	Service 365 Proposal	January 2, 2024	Heather Conine
B	Service 365 Proposal	October 16, 2024	Heather Conine
C	Service 365 Proposal	Feb 13, 2025	Heather Conine

1 SERVICE365 PROGRAM

Service365 is a preventive maintenance program offered by Trojan Technologies to safeguard your TrojanUV system performance year after year. Trojan Technologies provides full-service support with comprehensive service plans under the Service365 program. Regular maintenance using TrojanUV replacement parts is key to ensuring your UV system is operating at peak performance and continuing to meet your treatment requirements. We have a dedicated team of field-service experts across North America ready to assist with your TrojanUV system maintenance, resolve operational challenges, and meet your objectives.

Following are the key benefits of having a preventive maintenance plan in place:

- Lengthen equipment life
- Reduce risk of breakdowns
- Increase equipment efficiency
- Decrease unplanned downtime
- Promote health and safety
- Save time and money

2 SERVICE365 CONTRACT

This Agreement is for one-year (1) preventive maintenance contract of the TrojanUV PHOX system made and entered on 02-25-2025, (the “Effective Date”), by and between: Trojan Technologies Corp (hereinafter sometimes referred to as “Trojan”), acting through its offices located at 839 State Route 13, Cortland, NY 13045, and La Puente Valley Water District.

Following are the components of the service contract:

- Labor associated with replacement parts
- Rapid technician responses time when disinfection is compromised
- Monthly inspection site visit (standard system inspection)
- Performance guarantee (as defined in the performance guarantee section of the original contract)

As long as the service contract is in place, Trojan's performance warranty is in effect and the UV equipment is fully warranted with all labor included.

During the contract term, following is the breakdown of work:

- Trojan Technologies shall attend at the site, **a total of four (4) service visits each year to perform 'General System Maintenance'** as described below:
 - **Quarterly general system inspection (labor only) – 4 visits per year**
(2 day per each visit (or 8 days total if used for different visits) @ maximum of 8 hours/day)
 - Identify and replace failed lamps
 - Identify and resolve system alarms
 - Log lamp hours
 - Inventory spare parts onsite
 - PLC control settings adjustment as required
 - Ensure system is operating prior to leaving site
 - Ensure service materials are properly disposed of prior to leaving site

For each service visits, report will be provided including the details of the maintenance performed, any parts replaced, and an overview of the system performance and recommendations along with action plan until the next visit.

The service contract also includes the following:

- **Lamp replacement (labor only)**
 - Includes labor to replace lamps (as required to replace faulty lamps) throughout the year
 - Includes labor to replace lamps as part of the 12,000-hour replacement (but this contract doesn't include the cost of lamps themselves)
 -
- **Service Guarantee & Manufacturer's Warranty**
 - Includes rapid response time guarantee when disinfection is compromised
 - < 3 hrs in communication
 - < 12 hrs to be on-site
 - < 3 days to completely rectify equipment malfunction
 - Includes all UV system replacement parts. Including, but not limited to, the following:
 - Quartz sleeves
 - Drivers
 - Intensity sensors
 - Power distribution center components (Example: fans, I/O boards, relays)
 - Electrical connections including all wiring
 - System control center components (Example: PLC, HMI, I/O boards)
 - UV chamber components (Example: level sensor, temperature sensor)

- Includes all labor associated with replacement of the above malfunctioning parts

Following table provides a summary of the UV Flex project sites covered under this contract:

No.	Project#	Project Name	System Info	Service Contract Scope
1	112254	Puente Valley, NGC City of Industry	No. of Trains: 2 No. of Chamber: 4 No. of Lamps/Chamber: 144 No. of populated Chambers: Total Lamp Count: 288	4 site visits per year + lamp replacement labor + service guarantee

3 ASSUMPTIONS & CAVEATS

This contract assumes the equipment will be operated and maintained in strict accordance with the instructions specified in the Operation and Maintenance Manual and Product Bulletins. Operation other than as so specified may void manufacturer’s warranties and additional service and maintenance required due to such operation is in addition to the services to be performed pursuant to this contract.

The maintenance requirements for your system can be found in the Operation and Maintenance (O&M) Manual.

This contract does not cover the repair or replacement of any components which have failed due to the following:

- Mishandling, misuse, neglect, improper storage, improper operation of the equipment with other equipment furnished by the Customer or by other third parties, or from defects in designs or specifications furnished by or on behalf of the Customer by a person other than Trojan
- Equipment that has been altered or repaired after start-up by anyone except an authorized representative of Trojan or the Customer acting under specific written instructions from Trojan
- Use of parts not supplied or approved by Trojan

4 COMMERCIAL BASIS

1	Pricing	Service365 Contract Price is	
		Total	\$47,044.00/year
2	Contract Term	<p>1 year The service contract is renewable in one to three-year increments (up to 15 years). LPVCWD may renew this service contract on an annual basis in the 11th or 12th month of each annual contract period up to the 15th year of the contract. The annual service365 contract price provided herein is guaranteed for 15 years, provided the price is annually adjusted, on the anniversary of the initial execution of the service contract, by the US consumer price index as published by the US government.</p>	
3	Contract Start Date	02-25-2025	
4	Contract end Date	02-24-2026	
5	Additional Support Services	Sleeve Cleaning is not included; if cleaning is needed an additional charge will be invoiced for \$6,800.00 at the time of service.	
6	Taxes	Tax not included in price above	
7	Payment Schedule	Invoiced in 4 installments \$11,761.00 each	
8	Terms and Conditions	trojantechnologies.com/en/policies/terms-and-conditions-of-sale	

5 CONFIRMATION

Trojan Technologies and the Customer agree that the terms and conditions attached hereto as Attachment # 1 attached hereto shall form a part of this Agreement and shall be binding upon the parties hereto. Trojan Technologies invites the Customer to review the Terms and Conditions with a representative of Trojan Technologies.

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

TROJAN TECHNOLOGIES CORP
839 State Route 13
Cortland, NY 13045

By:
(sign here)

By:
(sign here)

Print Name:
Title:
Email:
Phone:

Print Name:
Title:
Email:
Phone:

6 APPENDIX

6.1 LAMP DISCOUNT PRICE

Project No. & Name	Part number	Description	Total Qty	Avg replacement per year	Discounted Price
#112591 Puente Valley Shallow Zone	794447-ORD	Lamp, Angle	288		\$391.05/ea

The unit price mentioned in the above table is applicable for 2024 and is subject to change annually based on Trojan's price lift schedule. Trojan is pleased to offer a 10% discount on the list price of Trojan Solo lamps (part #794447-ORD) as long as this service contract is in place.

SERVICE365 CONTRACT

BETWEEN

**TROJAN TECHNOLOGIES CORP
("Trojan Technologies")**

AND

**LA PUENTE VALLEY COUNTY WATER
DISTRICT
PROJECT# 112591 PVOU
Puente Valley Operable Unit Shallow Zone**

FOR WORK ON

TROJAN UVPHOX D72AL75

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1 SERVICE365 PROGRAM

Service365 is a preventive maintenance program offered by Trojan Technologies to safeguard your TrojanUV system performance year after year. Trojan Technologies provides full-service support with comprehensive service plans under the Service365 program. Regular maintenance using TrojanUV replacement parts is key to ensuring your UV system is operating at peak performance and continuing to meet your treatment requirements. We have a dedicated team of field-service experts across North America ready to assist with your TrojanUV system maintenance, resolve operational challenges, and meet your objectives.

Following are the key benefits of having a preventive maintenance plan in place:

- Lengthen equipment life
- Reduce risk of breakdowns
- Increase equipment efficiency
- Decrease unplanned downtime
- Promote health and safety
- Save time and money

2 SERVICE365 CONTRACT

This Agreement is for one-year (1) preventive maintenance contract of the TrojanUV PHOX system made and entered on 02-25-2025, (the “Effective Date”), by and between: Trojan Technologies Corp (hereinafter sometimes referred to as “Trojan”), acting through its offices located at 839 State Route 13, Cortland, NY 13045, and La Puente Valley Water District.

Following are the components of the service contract:

- Labor associated with replacement parts
- Rapid technician responses time when disinfection is compromised
- Monthly inspection site visit (standard system inspection)
- Performance guarantee (as defined in the performance guarantee section of the original contract)

As long as the service contract is in place, Trojan's performance warranty is in effect and the UV equipment is fully warranted with all labor included.

During the contract term, following is the breakdown of work:

- Trojan Technologies shall attend at the site, **a total of four (4) service visits each year to perform 'General System Maintenance'** as described below:
 - o **Quarterly general system inspection (labor only) – 4 visits per year**
(one day per each visit @ maximum of 8 hours/day)
 - Identify and replace failed lamps
 - Identify and resolve system alarms
 - Log lamp hours
 - Inventory spare parts onsite
 - PLC control settings adjustment as required
 - Ensure system is operating prior to leaving site
 - Ensure service materials are properly disposed of prior to leaving site

For each service visits, report will be provided including the details of the maintenance performed, any parts replaced, and an overview of the system performance and recommendations along with action plan until the next visit.

The service contract also includes the following:

- **Lamp replacement (labor only)**
 - o Includes labor to replace lamps (as required to replace faulty lamps) throughout the year
 - o Includes labor to replace lamps as part of the 12,000-hour replacement (but this contract doesn't include the cost of lamps themselves)
 - o
- **Service Guarantee & Manufacturer's Warranty**
 - o Includes rapid response time guarantee when disinfection is compromised
 - < 3 hrs in communication
 - < 12 hrs to be on-site
 - < 3 days to completely rectify equipment malfunction
 - o Includes all UV system replacement parts. Including, but not limited to, the following:
 - Quartz sleeves
 - Drivers
 - Intensity sensors
 - Power distribution center components (Example: fans, I/O boards, relays)
 - Electrical connections including all wiring
 - System control center components (Example: PLC, HMI, I/O boards)
 - UV chamber components (Example: level sensor, temperature sensor)
 - o Includes all labor associated with replacement of the above malfunctioning parts

Following table provides a summary of the UV Flex project sites covered under this contract:

No.	Project#	Project Name	System Info	Service Contract Scope
1	112591	Puente Valley, Shallow Zone	No. of Trains: 1 No. of Chamber: 2 No. of Lamps/Chamber: 72 No. of populated Chambers: 1 Total Lamp Count: 72	4 site visits per year + lamp replacement labor + service guarantee

3 ASSUMPTIONS & CAVEATS

This contract assumes the equipment will be operated and maintained in strict accordance with the instructions specified in the Operation and Maintenance Manual and Product Bulletins. Operation other than as so specified may void manufacturer’s warranties and additional service and maintenance required due to such operation is in addition to the services to be performed pursuant to this contract.

The maintenance requirements for your system can be found in the Operation and Maintenance (O&M) Manual.

This contract does not cover the repair or replacement of any components which have failed due to the following:

- Mishandling, misuse, neglect, improper storage, improper operation of the equipment with other equipment furnished by the Customer or by other third parties, or from defects in designs or specifications furnished by or on behalf of the Customer by a person other than Trojan
- Equipment that has been altered or repaired after start-up by anyone except an authorized representative of Trojan or the Customer acting under specific written instructions from Trojan
- Use of parts not supplied or approved by Trojan

4 COMMERCIAL BASIS

1	Pricing	Service365 Contract Price is	
		Total	\$30,256.00/year
2	Contract Term	<p>1 year The service contract is renewable in one to three-year increments (up to 15 years). LPVCWD may renew this service contract on an annual basis in the 11th or 12th month of each annual contract period up to the 15th year of the contract. The annual service365 contract price provided herein is guaranteed for 15 years, provided the price is annually adjusted, on the anniversary of the initial execution of the service contract, by the US consumer price index as published by the US government.</p>	
3	Contract Start Date	02-25-2025	
4	Contract End Date	02-24-2026	
5	Additional Support Services	Sleeve Cleaning is not included; if cleaning is needed an additional charge will be invoiced for \$3,400.00 at the time of service.	
6	Taxes	Tax not included in price above	
7	Payment Schedule	Invoiced in 4 installments \$7,564.00 each	
8	Terms and Conditions	trojantechnologies.com/en/policies/terms-and-conditions-of-sale	

5 CONFIRMATION

Trojan Technologies and the Customer agree that the terms and conditions attached hereto as Attachment # 1 attached hereto shall form a part of this Agreement and shall be binding upon the parties hereto. Trojan Technologies invites the Customer to review the Terms and Conditions with a representative of Trojan Technologies.

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

TROJAN TECHNOLOGIES CORP
839 State Rte 13
Cortland, NY 13045

By:
(sign here)

By:
(sign here)

Print Name:
Title:
Email:
Phone:

Print Name:
Title:
Email:
Phone:

6 APPENDIX

6.1 LAMP DISCOUNT PRICE

Project No. & Name	Part number	Description	Total Qty/ chamber	Avg replacement per year	Discounted Price
#112591 Puente Valley Shallow Zone	794447-ORD	Lamp, Angle	72		\$391.05/ea

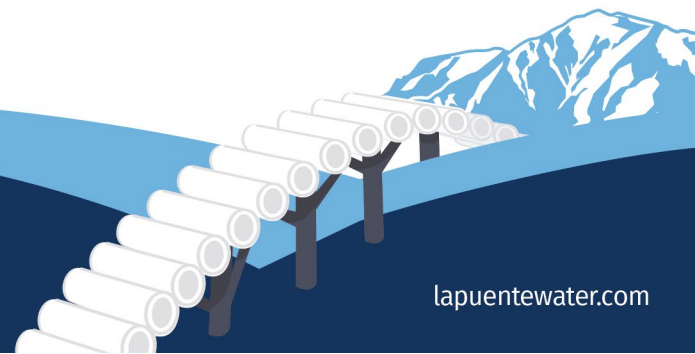
The unit price mentioned in the above table is applicable for 2024 and is subject to change annually based on Trojan's price lift schedule. Trojan is pleased to offer a 10% discount on the list price of Trojan Solo lamps (part #794447-ORD) as long as this service contract is in place.

Upcoming Events



Date: February 24, 2025
To: Honorable Board of Directors
RE: Upcoming Meetings and Conferences for 2025

Day/Date	Event	<u>Argudo</u>	<u>Barajas</u>	<u>Escalera</u>	<u>Hernandez</u>	<u>Rojas</u>
April 7-10, 2025	Water Conference of the West (WCW); Anaheim Convention Center			X		
May 13-15, 2025	ACWA 2025 Spring Conference; Monterey, CA				X	X
June 9-11, 2025	AWWA CA/NV 2025 Annual Conference ACE 25; Denver, CO					
October 7-9, 2025	Watersmart Innovations Conference 2025; Reno, NV					
December 2-4, 2025	ACWA 2025 Fall Conference; San Diego, CA					





La Puente National Little League

Post Office Box #402, La Puente, CA 91744
Phone: (562)383-7065 - E-mail: LaPuenteNationalLL@gmail.com

Dear _____:

On behalf of the La Puente National Little League, we cordially invite you to participate in our *2025 La Puente National Little League Youth Parade!* The parade will be held on Saturday, March 8, 2025. It will begin promptly at 9:00 am. We hold this parade each year to spark the opening season for over 400+ of our community's boys and girls! La Puente National Little League will be celebrating our Opening Day Ceremonies following the parade, so please join us afterwards.

Please confirm your participation in our *2025 La Puente National Little League Youth Parade* by filling out the bottom portion of this form and mailing it no later than February 28th, 2025 to:

La Puente National Little League
Attn: Monique Dominguez, President
Post Office Box #402
La Puente, CA 91744

You can also scan and email your form or fill in this .PDF file and submit to LaPuenteNationalLL@gmail.com. A confirmation letter will be sent to you with further information regarding our parade.

Thank you for helping to make our *2025 Little League Opening Day* a success. If you have any questions, please contact LPNLL President Monique Dominguez at (626) 277-3861, or Edna Overholtzer at (626) 255-7458.

Sincerely,

Monique Dominguez, President
LPNationalLittleLeague@gmail.com

Edna Overholtzer, Information Officer
LaPuenteNationalLL@gmail.com

Please fill out, mail to the address above or email to LaPuenteNationalLL@gmail.com your response by February 28th, 2025

_____ Yes, I would like to participate in this year's La Puente National Little League Youth Parade

_____ No, I cannot participate in this year's La Puente National Little League Youth Parade

Name of Organization

Contact Person

Description of Organization/Club/Group

Telephone Number

Authorized Signature

Address

City

Zip Code