

**RIO LINDA / ELVERTA COMMUNITY WATER DISTRICT  
REGULAR MEETING OF THE  
BOARD OF DIRECTORS**

**February 28, 2022 (6:30 p.m.)**

Visitor's / Depot Center  
6730 Front Street  
Rio Linda, CA 95673

THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC WITH SOME REASONABLE LIMITATIONS PURSUANT TO CURRENT STATE AND COUNTY GUIDELINES. ALL ATTENDEES WHO ARE NOT FULLY VACCINATED FOR COVID-19 ARE REQUIRED TO WEAR MASKS PURSUANT TO THE CURRENT PUBLIC HEALTH ORDERS.

*Our Mission is to provide a safe and reliable water supply in a cost-effective manner.*

**AGENDA**

The Board may discuss and take action on any item listed on this agenda, including items listed as information items. The Board may also listen to the other items that do not appear on this agenda, but the Board will not discuss or take action on those items, except for items determined by the Board pursuant to state law to be of an emergency or urgent nature requiring immediate action. The Board may address any item(s) in any order as approved by the Board.

The public will be given the opportunity to directly address the Board on each listed item during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or any majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection at the District office at 730 L Street, Rio Linda, CA 95673. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the District office at (916) 991-1000. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

**1. CALL TO ORDER, ROLL CALL, & PLEDGE OF ALLEGIANCE**

**2. PUBLIC COMMENT**

*2.1. Members of the public are invited to speak to the Board regarding items within the subject matter jurisdiction of the District that are not on the agenda or items on the consent agenda. Each speaker may address the Board once under Public Comment for a limit of 2 minutes. (Policy Manual § 2.01.160).*

**3. CONSENT CALENDAR (Action items: Approve Consent Calendar Items)**

**3.1. Minutes**

January 24, 2022 & February 15, 2022

*The Board is being asked to approve the Minutes from the January 24, 2022 Regular Board Meeting and February 15, 2022 Special Meeting.*

**3.2. Expenditures**

*The Executive Committee recommends the Board approve the December Expenditures.*

**3.3. Financial Reports**

*The Executive Committee recommends the Board approve the December Financial Report.*

## 4. REGULAR CALENDAR

### ITEMS FOR DISCUSSION AND ACTION

- 4.1. **Water Forum 2.0 Presentation (Jessica Law, Water Forum Executive Director)**
- 4.2. **GM Report.**
  - 4.2.1. *The General Manager, Tim Shaw will provide his monthly report to the Board of Directors*
- 4.3. **District Engineer's Report.**
  - 4.3.1. *The Contract District Engineer will provide his monthly report to the Board of Directors.*
- 4.4. **Consider Approving the Request for Proposals for Legal Services and Authorize Staff to Solicit Responses.**
- 4.5. **Consider Revising or Rescinding Policy 4.31.217, "Reduction Due to Accidental Loss".**
- 4.6. **Consider Customer Requests for Board Review of Billing Issues (two requests).**
- 4.7. **Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065.**
  - 4.7.1. *SDRMA Spring Education Day.*
  - 4.7.2. *Sacramento Groundwater Authority, Budget Committee Ad Hoc.*

## 5. INFORMATION ITEMS

### 5.1. District Activities Reports

- 5.1.1. Water Operations Report
- 5.1.2. Completed and Pending Items Report
- 5.1.3. Conservation Report
- 5.1.4. Leak Repair Report
- 5.1.5. GM Minor Budget Revision No. 2 for Fiscal Year 2021/2022
- 5.1.6. RLECWD Employees General Unit MOU, November 12, 2021 to November 12, 2024.
- 5.1.7. Correspondence and Notices from State Water Resources Control Board Regarding Readoption of Hexavalent Chromium Maximum Contamination Level.

### 5.2. Board Member Reports

- 5.2.1. Report any ad hoc committees dissolved by requirements in Policy 2.01.065
- 5.2.2. Sacramento Groundwater Authority – Harris (primary), Reisig
- 5.2.3. Executive Committee – Reisig, Ridilla
- 5.2.4. ACWA/JPIA – Ridilla

## 6. DIRECTORS' AND GENERAL MANAGER COMMENTS

## 7. ADJOURNMENT

Upcoming meetings:

### Executive Committee

March 7, 2022, Monday, 6:00 pm. Visitors / Depot Center, 6730 Front St. Rio Linda, CA

### Board Meeting

March 21, 2022, Monday, 6:30 pm. Visitors / Depot Center, 6730 Front St. Rio Linda, CA



**Consent Calendar  
Agenda Item: 3.1**

**Date:** February 28, 2022

**Subject:** Minutes

**Staff Contact:** Timothy R. Shaw, General Manager

**Recommended Committee Action:**

N/A -Minutes of Board meetings are not reviewed by committees.

**Current Background and Justification:**

These minutes are to be reviewed and approved by the Board of Directors.

**Conclusion:**

I recommend the Board review and approve (as appropriate) the minutes of meetings provided with your Board packets.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Ridilla:\_\_\_\_\_ Harris:\_\_\_\_\_ Jason Green\_\_\_\_\_ Gifford\_\_\_\_\_ Reisig\_\_\_\_\_.

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

MINUTES OF THE JANUARY 24, 2022  
BOARD OF DIRECTORS REGULAR MEETING  
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

1. CALL TO ORDER, ROLL CALL

The January 24, 2022 meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 6:30 p.m. via Zoom Video Conference, this meeting was not physically open to the public. This meeting was held in accordance with Sacramento Public Health order issued January 6, 2022, which prohibits in-person public meetings for local government agencies, the Ralph M. Brown Act.

General Manager Tim Shaw took roll call of the Board of Directors. President Robert Reisig, Director Jason Green, Director Mary Harris, Director John Ridilla, Director Gifford and General Manager Tim Shaw, Legal Counsel, Erin Dervin, and District Engineer, Mike Vasquez were present.

1. CALL TO ORDER, ROLL CALL

2. PUBLIC COMMENT

2.1. *Members of the public are invited to speak to the Board regarding items within the subject matter jurisdiction of the District that are not on the agenda or items on the consent agenda. Each speaker may address the Board once under Public Comment for a limit of 2 minutes. (Policy Manual § 2.01.160).*

No public comment.

3. CONSENT CALENDAR (Action items: Approve Consent Calendar Items)

3.1. **Minutes**

December 20, 2021

*The Board is being asked to approve the Minutes from the December 20, 2021 Regular Board Meeting.*

3.2. **Expenditures**

*The Executive Committee recommends the Board approve the November Expenditures.*

3.3. **Financial Reports**

*The Executive Committee recommends the Board approve the November Financial Reports.*

*It was moved by Director Harris and seconded by Director Ridilla to approve the consent calendar with the corrected minutes. Directors Green, Reisig, Harris, Gifford and Ridilla voted yes. The motion carried with a roll call vote of 5-0-0.*

4. **REGULAR CALENDAR**

ITEMS FOR DISCUSSION AND ACTION

4.1 **Water Forum 2.0 Status Report**

The District has received outreach from the Water Forum Executive Director (Jessica Law). For the past two months, the Water Forum Executive Director has corresponded to schedule an RLECWD Board presentation. Staff originally drafted this report to reflect a planned presentation. However, the Water



Forum Executive Director corresponded on January 19th to reschedule her presentation for February 28, 2022.

Instead of deleting the agenda item at the eleventh hour, staff modified this report and the agenda to connote a Water Forum successor agreement status report. Included as a document associated with this item are relevant excerpts from the original Water Forum Agreement in 2000.

The District is a signatory to the current Water Forum agreement. The Purveyor Specific Agreement for the District obligates the District to participate in the successor agreement.

Comments/Questions – No public Comment.

#### **4.2 GM Report.**

*The General Manager, Tim Shaw will provide his monthly report to the Board of Directors.*

Director Ridilla asked if the leak had been resolved at Twin Rivers? GM Shaw replied yes.

*The Board made no action on this item.*

#### **4.3 District Engineer's Report.**

*The Contract District Engineer will provide his monthly report to the Board of Directors.*

*The Board made no action on this item.*

#### **4.4 Consider ratifying Board Member Assignments for 2022.**

District Policy requires that the President, with the concurrence of a majority of Board Members, assigns participation for standing committees, ad hoc committees and various membership agencies. Then, the Board must approve these assignments for, among other things, conformance with director compensation statutes/policies.

The currently established standing committee is *Executive Committee*.

The current membership agency assignments, which are subject to Board assignment / approval are Association of California Water Agencies (ACWA) and ACWA Joint Powers Insurance Authority (ACWA-JPIA). Note: additional assignments for Sacramento Groundwater Authority (SGA), and Sacramento County Local Agency Formation Commission (LAFCo), entail a District nomination and subsequent confirmation process by another agency.

President Reisig stated during discussions Director Jason Green has offered to step aside on the Executive Committee and Director John Ridilla has offered to replace Director Green.

Comments/Questions – No public Comment.

*It was moved by Director Ridilla and seconded by Director Harris to make the 2022 Executive Committee Reisig and Ridilla. Directors Green, Reisig, Harris, Gifford and Ridilla voted yes. The motion carried with a roll call vote of 5-0-0.*

#### **4.5 Consider Declaring Specified District Assets as Surplus.**

District Policy stipulates that the Board may declare assets, which are no longer needed by the District and/or that have reached the practical end of service, to be surplus. District policy further stipulates the acceptable means of dispositioning surplus assets at fair market value.

The list of surplus.

2007 Vactron Vac Trailer 5HZBF17287LG77119

1996 Ford Dump Truck 1FDNF80C9TVA01387

2006 Jeep Cherokee 1J4GS48K36C110063

Comments/Questions – No public Comment.

*It was moved by Director Harris and seconded by Director Green to approve the list of surplus assets. Directors Green, Reisig, Harris, Gifford and Ridilla voted yes. The motion carried with a roll call vote of 5-0-0.*

#### **4.6 Consider Adopting Resolution No. 2022-01, Establishing Program Requirements and Fees for Customers' Elective Participation in Consumption Data Services.**

For almost a year, the District has been evaluating options for providing water consumption data to customers. The value of providing consumption data is to enable customers to make informed choices to improve their water use efficiency and reduce water wasting.

Late in 2021, the District successfully completed the Innov8/WaterScope pilot study. The next steps entail long-term policies and practices for enabling customers to enroll in the program and acknowledge the bimonthly charge associated with the cost of providing this service.

The Executive Committee directed staff to draft a Resolution to prescribe consumption data program requirements including the fee to be charged, forms for enrollment /disenrollment and basic terms associated with the service.

Following the adoption of Resolution 2022-01, staff will notify the existing phase one and two participants that continued use (which is at the discretion of the customer) will entail a fee for the cost of providing this service. If any of the phase one and two participants decline to continue, staff will remove the Innov8 device and those recovered devices will become available for customers who are interested in beginning consumption data service. This will enable staff to determine the number of additional Innov8 devices to order and provide insights into the number of devices the District should target as having on-hand, available for new enrollees.

Comments/Questions – No public Comment.

*It was moved by Director Harris and seconded by Director Gifford to adopt Resolution No. 2022-01 and direct staff to issue notices as described to existing phase one and two participants. Directors Green, Reisig, Harris, Gifford and Ridilla voted yes. The motion carried with a roll call vote of 5-0-0.*

#### **4.7 Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065.**

No New Board Member Assignments were authorized by President Reisig.

## **5. INFORMATION ITEMS**

### **5.1 District Activities Reports**

- 5.1.1. Water Operations Report – Written report provided.
- 5.1.2. Completed and Pending Items Report – Written report provided.
- 5.1.3. Conservation Report – Written report provided.

5.1.4. Leak Repair Report – Report provided.

**5.2 Board Member Reports**

- 5.2.1 Report any ad hoc committees dissolved by requirements in Policy 2.01.065
- 5.2.2 Sacramento Groundwater Authority – Harris (primary), Reisig – No meeting.
- 5.2.3 Executive Committee – Green, Reisig – Written report provided.
- 5.2.4 ACWA/JPIA – Ridilla – No meeting.
- 5.3.5 MOU Renewal Ad Hoc - Ridilla, Reisig – Discussion in closed session.

**6. PUBLIC COMMENT PRIOR TO CLOSED SESSION –**

No public comment.

**7. CLOSED SESSION - The Board of Directors will meet in Closed Session to discuss the following item**

**7.1 CONFERENCE WITH LABOR NEGOTIATORS -** (Pursuant to Government Code Section 54957.6) District Negotiators; Shaw, Ridilla, & Reisig. RLECWD Employee General Unit, Teamster Local 150 regarding collective bargaining agreement renewal.

**8. RECONVENE IN OPEN SESSION**

Announce any reportable actions authorized in Closed Session.

Legal Counsel, Erin Dervin announced the Board, herself and GM Tim Shaw met in closed session where the Board was presented with a term sheet of which the Board achieved consensus and direction was given to staff.

**9. DIRECTORS' AND GENERAL MANAGER COMMENTS** – Director Harris stated she voted No in closed session.

**10. ADJOURNMENT** President Reisig adjourned the meeting at 7:57pm.

Respectfully submitted,

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Timothy R. Shaw, Secretary

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Robert Reisig, President of the Board

**MINUTES OF THE FEBRUARY 15, 2022  
BOARD OF DIRECTORS SPECIAL MEETING  
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

**1. CALL TO ORDER, ROLL CALL**

The February 15, 2022 meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 5:15 p.m. via Zoom Video Conference, this meeting was not physically open to the public. This meeting was held in accordance with Sacramento Public Health order issued January 6, 2022, which prohibits in-person public meetings for local government agencies, the Ralph M. Brown Act.

General Manager Tim Shaw took roll call of the Board of Directors. President Robert Reisig, Director Jason Green, Director Mary Harris, Director John Ridilla, Director Gifford and General Manager Tim Shaw, Legal Counsel, Erin Dervin were present.

**2 PUBLIC COMMENT**

No public comment.

**3. PUBLIC COMMENT PRIOR TO CLOSED SESSION – No public comment.**

**4. CLOSED SESSION - The Board of Directors will meet in Closed Session to discuss the following item**

- 4.1. CONFERENCE WITH LABOR NEGOTIATORS -** (Pursuant to Government Code Section 54957.6) District Negotiators; Shaw, Ridilla, & Reisig.  
RLECWD Employee General Unit, Teamster Local 150 regarding collective bargaining agreement renewal.

**5. RECONVENE IN OPEN SESSION**

- 5.1.** Announce any reportable actions authorized in Closed Session.

President Robert Reisig asked for a motion to approve the Memorandum of Understanding collective bargaining agreement with the Teamster Local 150 RLECWD Employee General Unit.

*It was moved by Director Gifford and seconded by Director Ridilla to approve the Memorandum of Understanding collective bargaining agreement with the Teamster Local 150 RLECWD Employee General Unit contingent on the representatives of the Teamsters Local 150 signing the agreement and the Board adopting the Telework Policy that was presented with the MOU. Directors Green, Reisig, Gifford and Ridilla voted yes. Director Harris voted no. The motion carried with a roll call vote of 4-1-0.*

**6. DIRECTORS' AND GENERAL MANAGER COMMENTS** – Director Ridilla asked about open meetings.

**7. ADJOURNMENT** President Reisig adjourned the meeting at 5:40 p.m.

Respectfully submitted,

\_\_\_\_\_  
Timothy R. Shaw, Secretary

\_\_\_\_\_  
Robert Reisig, President of the Board



**Consent Calendar  
Agenda Item: 3.2**

**Date:** February 28, 2022

**Subject:** Expenditures

**Staff Contact:** Timothy R. Shaw, General Manager

**Recommended Committee Action:**

The Executive Committee recommends approval of the Expenditures for the month of December 2021.

**Current Background and Justification:**

These expenditures have been completed since the last regular meeting of the Board of Directors.

**Conclusion:**

I recommend the Board approve the Expenditures for December 2021.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Ridilla:\_\_\_\_Harris:\_\_\_\_ Jason Green \_\_\_\_\_ Gifford \_\_\_\_\_ Reisig\_\_\_\_\_.

**(A) Yea (N) Nay (Ab) Abstain (Abs) Absent**

**Rio Linda Elverta Community Water District  
Expenditure Report  
December 2021**

Type	Date	Num	Name	Memo	Amount
Liability Check	12/01/2021	EFT	QuickBooks Payroll Service	For PP Ending 11/27/21 Pay date 12/2/21	17,754.41
Liability Check	12/02/2021	EFT	CalPERS	For PP Ending 11/27/21 Pay date 12/2/21	2,906.04
Liability Check	12/02/2021	EFT	CalPERS	For PP Ending 11/27/21 Pay date 12/2/21	1,110.54
Liability Check	12/02/2021	EFT	Internal Revenue Service	Employment Taxes	6,830.76
Liability Check	12/02/2021	EFT	Employment Development	Employment Taxes	1,365.30
Liability Check	12/02/2021	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,222.69
Bill Pmt -Check	12/02/2021	EFT	Adept Solutions	Computer Maintenance	1,208.00
Bill Pmt -Check	12/02/2021	EFT	Comcast	Phone/Internet	274.51
Bill Pmt -Check	12/02/2021	EFT	Republic Services	Utilities	93.49
Bill Pmt -Check	12/02/2021	EFT	Voyager	Transportation Fuel	190.96
Check	12/02/2021	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	17,000.00
Check	12/02/2021	1934	Teamsters	Union Dues	684.00
Check	12/02/2021	1935	Customer	Hydrant Meter Deposit Refund	40.00
Check	12/02/2021	1936	Customer	Hydrant Meter Deposit Refund	966.50
Check	12/02/2021	1937	Customer	Hydrant Meter Deposit Refund	920.00
Bill Pmt -Check	12/02/2021	1938	ACWA/JPIA Powers Insurance Authority	EAP	2.90
Bill Pmt -Check	12/02/2021	1939	BSK Associates	Lab Fees	786.50
Bill Pmt -Check	12/02/2021	1940	Buckmaster Office Solutions	Office Equipment	54.04
Bill Pmt -Check	12/02/2021	1941	ICONIX Waterworks	Distribution Supplies	3,176.48
Bill Pmt -Check	12/02/2021	1942	Pacific Shredding	Office Expense	31.50
Bill Pmt -Check	12/02/2021	1943	Quill	Office Expense	128.75
Bill Pmt -Check	12/02/2021	1944	Rio Linda Hardware & Building Supply	Shop Supplies	511.32
Bill Pmt -Check	12/02/2021	1945	Sacramento County Utilities	Utilities	113.70
Bill Pmt -Check	12/02/2021	1946	Sierra Chemical Company	Chemical Supplies	960.30
Bill Pmt -Check	12/02/2021	1947	SMUD	Utilities	16,842.99
Bill Pmt -Check	12/02/2021	1948	UnifFirst	Uniforms	369.52
Bill Pmt -Check	12/02/2021	1949	Vanguard Cleaning Systems	Janitorial	195.00
Bill Pmt -Check	12/02/2021	1950	Ferguson Enterprises	Capital Improvement: Small Meter Replacement	1,576.62
Bill Pmt -Check	12/17/2021	EFT	WageWorks	FSA Administration Fee	76.25
Bill Pmt -Check	12/17/2021	EFT	ARCO	Transportation Fuel	917.86
Liability Check	12/15/2021	EFT	QuickBooks Payroll Service	For PP Ending 12/11/21 Pay date 12/16/21	18,593.64
Liability Check	12/16/2021	EFT	CalPERS	For PP Ending 12/11/21 Pay date 12/16/21	2,864.48
Liability Check	12/16/2021	EFT	CalPERS	For PP Ending 12/11/21 Pay date 12/16/21	1,110.54
Liability Check	12/16/2021	EFT	Internal Revenue Service	Employment Taxes	7,433.36
Liability Check	12/16/2021	EFT	Employment Development	Employment Taxes	1,578.02
Liability Check	12/16/2021	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,313.90
Bill Pmt -Check	12/16/2021	EFT	PGE	Utilities	85.23
Bill Pmt -Check	12/16/2021	EFT	Umpqua Bank Credit Card	Computer, Office, Postage	179.09
Bill Pmt -Check	12/16/2021	EFT	Verizon	Field Communication, Field IT	479.84
Transfer	12/16/2021	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	44,526.00
Transfer	12/16/2021	EFT	RLECWD - SURCHARGE ACCOUNT 1	Bi-monthly Transfer	175,727.29
Transfer	12/16/2021	EFT	RLECWD - SURCHARGE ACCOUNT 2	Bi-monthly Transfer	146,123.13



**Rio Linda Elverta Community Water District  
Expenditure Report  
December 2021**

Type	Date	Num	Name	Memo	Amount
Check	12/16/2021	1951	Customer	Final Bill Refund	181.89
Check	12/16/2021	1952	Customer	Final Bill Refund	105.82
Check	12/16/2021	1953	Customer	Final Bill Refund	172.14
Check	12/16/2021	1954	Customer	Final Bill Refund	243.92
Check	12/16/2021	1955	Customer	Final Bill Refund	37.98
Check	12/16/2021	1956	Customer	Final Bill Refund	100.00
Check	12/16/2021	1957	Customer	Final Bill Refund	173.20
Check	12/16/2021	1958	Customer	Final Bill Refund	28.39
Check	12/16/2021	1959	Customer	Final Bill Refund	20.06
Check	12/16/2021	1960	Customer	Final Bill Refund	51.13
Check	12/16/2021	1961	Customer	Final Bill Refund	10.07
Bill Pmt -Check	12/16/2021	1962	ABS Direct, Inc.	Printing & Postage	759.80
Bill Pmt -Check	12/16/2021	1963	Continental Utility Solutions	Annual Service Fee	2,000.00
Bill Pmt -Check	12/16/2021	1964	Corelogic Solutions	Metro Scan	134.75
Bill Pmt -Check	12/16/2021	1965	DirectHit Pest Control	Building Maintenance	75.00
Bill Pmt -Check	12/16/2021	1966	EKI Environment & Water	Engineering	5,000.00
Bill Pmt -Check	12/16/2021	1967	Intermedia.net	Phone/Internet	80.96
Bill Pmt -Check	12/16/2021	1968	Rio Linda Elverta Recreation & Park	Meeting Fee	50.00
Bill Pmt -Check	12/16/2021	1969	Sacramento Metropolitan AQMD	Permit	6,817.00
Bill Pmt -Check	12/16/2021	1970	VOID	VOID	0.00
Bill Pmt -Check	12/16/2021	1971	USA Bluebook	Chemical Supplies	456.18
Bill Pmt -Check	12/16/2021	1972	White Brenner LLP	Legal - September & November	2,064.20
Bill Pmt -Check	12/16/2021	1973	Larry Geweke Ford	Capital Improvement: Dump Truck	82,707.55
Bill Pmt -Check	12/16/2021	1974	Spok, Inc.	Field Communication	15.36
Liability Check	12/27/2021	EFT	Principal	Dental & Vision Insurance	1,724.51
Liability Check	12/27/2021	EFT	Western Health Advantage	Health Insurance	10,909.42
Liability Check	12/29/2021	EFT	QuickBooks Payroll Service	For PP Ending 12/12/21 Pay date 12/30/21	17,220.17
Liability Check	12/30/2021	EFT	CalPERS	For PP Ending 12/12/21 Pay date 12/30/21	2,862.63
Liability Check	12/30/2021	EFT	CalPERS	For PP Ending 12/12/21 Pay date 12/30/21	1,110.54
Liability Check	12/30/2021	EFT	Internal Revenue Service	Employment Taxes	6,534.44
Liability Check	12/30/2021	EFT	Employment Development	Employment Taxes	1,311.42
Liability Check	12/30/2021	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,204.14
<b>Total 10000 - Bank - Operating Account</b>					<b>625,488.12</b>

Rio Linda Elverta Community Water District  
Expenditure Report  
December 2021

Transfer	12/02/2021	EFT	RLECWD	CIP Expense Transfer: Refer to operating check numbers: 1950	1,576.62
Transfer	12/16/2021	EFT	RLECWD	CIP Expense Transfer: Refer to operating check numbers: 1973	82,707.55
<b>10475 - Capital Improvement-Umpqua Bank</b>					<b><u>84,284.17</u></b>







**Consent Calendar  
Agenda Item: 3.3**

**Date:** February 28, 2022

**Subject:** Financial Reports

**Staff Contact:** Timothy R. Shaw, General Manager

**Recommended Committee Action:**

The Executive Committee recommends approval of the Districts Financial Reports for the month of December 2021.

**Current Background and Justification:**

The financial reports are for the District's balance sheet, profit and loss, and capital improvements year to date.

These financials are to be presented to the Board of Directors in order to inform them of the District's current financial condition.

**Conclusion:**

I recommend the Board approve the Financial Reports for December 2021.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_  
Ridilla: \_\_\_\_\_ Harris: \_\_\_\_\_ Jason Green \_\_\_\_\_ Gifford \_\_\_\_\_ Reisig \_\_\_\_\_.  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

Rio Linda Elverta Community Water District

Balance Sheet

As of December 31, 2021

9

ASSETS

Current Assets

Checking/Savings

100 · Cash & Cash Equivalents

10000 · Operating Account

10020 · Operating Fund-Umpqua 1,037,062.82

Total 10000 · Operating Account 1,037,062.82

10475 · Capital Improvement

10480 · General 403,419.53

10481 · Cr6 Mitigation 454,500.00

10485 · Vehicle Replacement Reserve 17,292.45

Total 10450 · Capital Improvement 875,211.98

10490 · Future Capital Imp Projects 1,279,034.51

Total 100 · Cash & Cash Equivalents 3,191,309.31

102 · Restricted Assets

102.2 · Restricted for Debt Service

10700 · ZIONS Inv/Surcharge Reserve 521,445.94

10300 · Surcharge 1 Account 848,134.57

10350 · Umpqua Bank Debt Service 45,434.35

10380 · Surcharge 2 Account 374,469.24

10385 · OpusBank Checking 557,823.96

Total 102.2 · Restricted for Debt Service 2,347,308.06

102.4 · Restricted Other Purposes

10600 · LAIF Account 395,275.76

10650 · Operating Reserve Fund 309,135.13

Total 102.4 · Restricted Other Purposes 704,410.89

Total 102 · Restricted Assets 3,051,718.95

Total Checking/Savings 6,243,028.26

Accounts Receivable 50,780.00

Other Current Assets

12000 · Water Utility Receivable 99,059.67

12200 · Accrued Revenue 150,000.00

12250 · Accrued Interest Receivable 733.83

15000 · Inventory Asset 37,280.90

16000 · Prepaid Expense 73,469.71

Total Other Current Assets 360,544.11

Total Current Assets 6,654,352.37

Fixed Assets

17000 · General Plant Assets 661,464.54

17100 · Water System Facilities 24,938,800.63

17300 · Intangible Assets 373,043.42

17500 · Accum Depreciation & Amort -10,472,675.54

18000 · Construction in Progress 424,288.05

18100 · Land 576,673.45

Total Fixed Assets 16,501,594.55

Other Assets

18500 · ADP CalPERS Receivable 500,000.00

19000 · Deferred Outflows 729,108.00

19900 · Suspense Account 0.00

Total Other Assets 1,229,108.00

**TOTAL ASSETS 24,385,054.92**

## Rio Linda Elverta Community Water District

## Balance Sheet

As of December 31, 2021

## LIABILITIES &amp; EQUITY

Liabilities	
Current Liabilities	
Accounts Payable	67,546.60
Credit Cards	60.00
Other Current Liabilities	913,821.08
Total Current Liabilities	<u>981,427.68</u>
Long Term Liabilities	
23000 · OPEB Liability	81,433.00
23500 · Lease Buy-Back	607,287.27
25000 · Surcharge 1 Loan	3,468,784.61
25050 · Surcharge 2 Loan	2,555,040.16
26000 · Water Rev Refunding	1,658,697.00
26500 · ADP CalPERS Loan	470,000.00
27000 · Community Business Bank	193,071.58
29000 · Net Pension Liability	1,117,944.00
29500 · Deferred Inflows-Pension	39,277.00
29600 · Deferred Inflows-OPEB	74,020.00
Total Long Term Liabilities	<u>10,265,554.62</u>
Total Liabilities	11,246,982.30
Equity	
31500 · Invested in Capital Assets, Net	8,593,770.46
32000 · Restricted for Debt Service	705,225.24
38000 · Unrestricted Equity	3,535,043.26
Net Income	304,033.66
Total Equity	<u>13,138,072.62</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>24,385,054.92</u></u></b>

Rio Linda Elverta Community Water District  
 Operating Profit & Loss Budget Performance  
 As of December 31, 2021

10

	<u>Annual Budget</u>	<u>Dec 21</u>	<u>Jul-Dec 21</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Total 40000 · Operating Revenue</b>	2,862,870.00	157,684.58	1,394,305.58	48.70%	1,468,564.42
<b>41000 · Nonoperating Revenue</b>					
41110 · Investment Revenue					
41112 · Interest Revenue	300.00	3.00	18.46	6.15%	281.54
<b>Surcharg Total 41110 · Investment Revenue</b>	300.00	3.00	18.46	6.15%	281.54
41120 · Property Tax	95,700.00	856.87	3,189.46	3.33%	92,510.54
<b>Total 41000 · Nonoperating Revenue</b>	96,000.00	859.87	3,207.92	3.34%	92,792.08
<b>Total Income</b>	2,958,870.00	158,544.45	1,397,513.50	47.23%	1,561,356.50
<b>Gross Income</b>	2,958,870.00	158,544.45	1,397,513.50	47.23%	1,561,356.50
<b>Expense</b>					
<b>60000 · Operating Expenses</b>					
60010 · Professional Fees	100,050.00	6,231.20	44,155.42	44.13%	55,894.58
<b>60100 · Personnel Services</b>					
60110 · Salaries & Wages	770,402.00	84,229.61	343,389.12	44.57%	427,012.88
60150 · Employee Benefits & Expense	463,569.00	39,406.35	179,427.36	38.71%	284,141.64
<b>Total 60100 · Personnel Services</b>	1,233,971.00	123,635.96	522,816.48	42.37%	711,154.52
60200 · Administration	216,767.00	42,671.37	145,443.82	67.10%	71,323.18
64000 · Conservation	300.00	0.00	0.00	0.00%	300.00
65000 · Field Operations	538,200.00	22,463.73	190,485.56	35.39%	347,714.44
<b>Total 60000 · Operating Expenses</b>	2,089,288.00	195,002.26	902,901.28	43.22%	1,186,386.72
<b>69000 · Non-Operating Expenses</b>					
<b>69010 · Debt Service</b>					
<b>69100 · Revenue Bond</b>					
69105 · Principle	148,158.00	0.00	61,158.00	41.28%	87,000.00
69110 · Interest	53,111.00	0.00	27,012.48	50.86%	26,098.52
<b>Total 69100 · Revenue Bond</b>	201,269.00	0.00	88,170.48	43.81%	113,098.52
<b>69125 · AMI Meter Loan</b>					
69130 · Principle	51,344.00	0.00	25,474.75	49.62%	25,869.25
69135 · Interest	7,170.00	0.00	3,782.21	52.75%	3,387.79
<b>Total 69125 · AMI Meter Loan</b>	58,514.00	0.00	29,256.96	50.00%	29,257.04
<b>69200 · PERS ADP Loan</b>					
69205 · Principle	30,000.00	0.00	0.00	0.00%	30,000.00
69210 · Interest	1,850.00	0.00	0.00	0.00%	1,850.00
<b>Total 69100 · PERS ADP Loan</b>	31,850.00	0.00	0.00	0.00%	31,850.00
<b>Total 69010 · Debt Service</b>	291,633.00	0.00	117,427.44	40.27%	174,205.56
69400 · Other Non-Operating Expense	3,000.00	0.00	2,767.00	92.23%	233.00
<b>Total 69000 · Non-Operating Expenses</b>	294,633.00	0.00	120,194.44	40.80%	174,438.56
<b>Total Expense</b>	2,383,921.00	195,002.26	1,023,095.72	42.92%	1,360,825.28
<b>Net Ordinary Income</b>	574,949.00	-36,457.81	374,417.78		
<b>Net Income</b>	574,949.00	-36,457.81	374,417.78		

**Rio Linda Elverta Community Water District**  
**CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2020-21**  
 As of December 31, 2021

	GENERAL		FUTURE CAPITAL IMPROVEMENT PROJECTS		VEHICLE & LARGE EQUIPMENT REPLACEMENT	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
<b>FUNDING SOURCES</b>						
Fund Transfers						
Operating Fund Transfers In	576,700.00	309,244.00	-	-	-	-
CIP Fund Intrafund Transfers	(381,468.00)	(10,000.00)	371,468.00	-	10,000.00	10,000.00
Fund Transfer from Operating			28,000.00			
Surcharge 2 Surplus Repayment	79,747.00	-	-	-	-	-
Investment Revenue	300.00	41.98	125.00	64.48	-	-
<b>PROJECTS</b>						
<b>A - WATER SUPPLY</b>						
A-1 - Miscellaneous Pump Replacements	40,000.00	-				
<b>Total A - WATER SUPPLY</b>	<b>40,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>B - WATER DISTRIBUTION</b>						
B-1 - Service Replacements	30,000.00	-	-	-	-	-
B-2 - Small Meter Replacements	120,000.00	27,721.92	-	-	-	-
B-3 - Large Meter Replacements	5,000.00	-	-	-	-	-
B-4 - Pipeline Replacement	-	-	450,000.00	-	-	-
<b>Total B - WATER DISTRIBUTION</b>	<b>155,000.00</b>	<b>27,721.92</b>	<b>450,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>M - GENERAL PLANT ASSETS</b>						
M-1 - Urban Water Management Plan	50,000.00	-	-	-	-	-
M-2 - Office Air Conditioner Replacement	8,200.00	5,622.00	-	-	-	-
M-3 - Server Replacement	8,000.00	-	-	-	-	-
M-4 - Dump Truck	-	-	-	-	85,000.00	82,707.55
<b>Total M - GENERAL PLANT ASSETS</b>	<b>66,200.00</b>	<b>5,622.00</b>	<b>-</b>	<b>-</b>	<b>85,000.00</b>	<b>82,707.55</b>
<b>TOTAL BUDGETED PROJECT EXPENDITURES</b>	<b>261,200.00</b>	<b>33,343.92</b>	<b>450,000.00</b>	<b>-</b>	<b>85,000.00</b>	<b>82,707.55</b>

**Rio Linda Elverta Community Water District**  
**Capacity Revenue Profit & Loss Budget Performance**  
 October - December 2021

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	<u>Annual Budget</u>	<u>Oct-Dec 21 Current QTR</u>	<u>Jul 21-Dec 21 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
<b>41000 · Non-Operating Revenue</b>					
<b>41110 · Investment Revenue</b>					
<b>41112 · Interest Revenue</b>	1,400.00	204.64	478.81	34.2%	921.19
	<u>1,400.00</u>	<u>204.64</u>	<u>478.81</u>	<u>34.2%</u>	<u>921.19</u>
<b>44100 · Capacity Fee Revenue</b>	500,000.00	0.00	62,262.70	12.45%	437,737.30
<b>Total Income</b>	<u>501,400.00</u>	<u>204.64</u>	<u>62,741.51</u>	<u>12.51%</u>	<u>438,658.49</u>
<b>Gross Income</b>	<u>501,400.00</u>	<u>204.64</u>	<u>62,741.51</u>	<u>12.51%</u>	<u>438,658.49</u>
<b>Net Income</b>	<u><u>501,400.00</u></u>	<u><u>204.64</u></u>	<u><u>62,741.51</u></u>		

**Rio Linda Elverta Community Water District**  
**Surcharge 1 Profit & Loss Budget Performance**  
 October-December 2021

	<u>Annual Budget</u>	<u>Oct-Dec 21 Current QTR</u>	<u>Jul 21-Dec 21 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
41000 · Non-Operating Revenue					
41110 · Investment Revenue					
41111 · Dividend Revenue	0.00	4.23	11.08	100.0%	-11.08
41112 · Interest Revenue	2,500.00	1,470.78	2,756.38	110.26%	-256.38
41113 · Market Value Adjustment	0.00	-4,124.68	-5,868.03	100.0%	5,868.03
	<u>2,500.00</u>	<u>-2,649.67</u>	<u>-3,100.57</u>	<u>-124.02%</u>	<u>5,600.57</u>
43010 · Surcharge 1 Revenue	523,374.00	88,125.81	203,786.81	38.94%	319,587.19
<b>Total Income</b>	<u>525,874.00</u>	<u>85,476.14</u>	<u>200,686.24</u>	<u>38.16%</u>	<u>325,187.76</u>
<b>Gross Income</b>	525,874.00	85,476.14	200,686.24	38.16%	325,187.76
<b>Expense</b>					
69150 · Surcharge 1 Loan					
69155 · Principle	369,821.00	183,729.73	183,729.73	49.68%	186,091.27
69160 · Interest	91,534.00	46,947.59	46,947.59	51.29%	44,586.41
69170 · Admin Fees	2,100.00	568.49	1,093.84	52.09%	1,006.16
<b>Total 69150 · Surcharge 1 Loan</b>	<u>463,455.00</u>	<u>231,245.81</u>	<u>231,771.16</u>	<u>50.01%</u>	<u>231,683.84</u>
<b>Total Expense</b>	<u>463,455.00</u>	<u>231,245.81</u>	<u>231,771.16</u>		
<b>Net Income</b>	<u><u>62,419.00</u></u>	<u><u>-145,769.67</u></u>	<u><u>-31,084.92</u></u>		

**Rio Linda Elverta Community Water District**  
**Surcharge 2 Profit & Loss Budget Performance**  
 October-December 2021

# 12

	<u>Annual Budget</u>	<u>Oct-Dec 21 Current QTR</u>	<u>Jul 21-Dec 21 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
41000 · Non-Operating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	800.00	19.50	40.08	5.01%	759.92
	<u>800.00</u>	<u>19.50</u>	<u>40.08</u>	<u>5.01%</u>	<u>759.92</u>
43050 · Surcharge 2 Revenue	439,019.00	73,283.55	169,456.88	38.6%	269,562.12
<b>Total Income</b>	<u>439,819.00</u>	<u>73,303.05</u>	<u>169,496.96</u>	<u>38.54%</u>	<u>270,322.04</u>
<b>Gross Income</b>	439,819.00	73,303.05	169,496.96	38.54%	270,322.04
<b>Expense</b>					
69175 · Surcharge 2 Loan					
69180 · Principle	225,000.00	0.00	110,000.00	48.89%	115,000.00
69185 · Interest	104,632.00	0.00	45,592.66	43.57%	59,039.34
<b>Total 69175 · Surcharge 2 Loan</b>	<u>329,632.00</u>	<u>0.00</u>	<u>155,592.66</u>	<u>47.2%</u>	<u>174,039.34</u>
<b>Total Expense</b>	<u>329,632.00</u>	<u>0.00</u>	<u>155,592.66</u>		
<b>Net Income</b>	<u>110,187.00</u>	<u>73,303.05</u>	<u>13,904.30</u>		

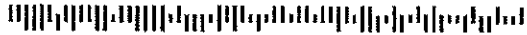




Attention: 5500 Central Team  
 3840 Murphy Canyon Road  
 San Diego, CA 92123

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AB 01 000057 38520 H 1 A



RIO LINDA ELVERTA COMMUNITY WATER DISTRICT  
 BOARD OF DIRECTORS  
 730 L ST  
 RIO LINDA, CA 95673-3433

January 17, 2022

000057 1/3

Re: California Broker Compensation Disclosure Report for RIO LINDA ELVERTA COMMUNITY WATER DISTRICT

Reporting Period: 11/2020 - 10/2021

California law now requires health plans and insurers to annually disclose broker compensation information to the governing boards of public agency employer groups. Enclosed is your first Broker Compensation Disclosure Report. Information reported includes broker compensation related to your public agency's Kaiser Permanente health plan contract and its group policies, if any, with Kaiser Permanente Insurance Company (KPIC).

**This report is considered informational, and you are not required to take any action. You may choose to keep this report as part of your files, but you are not required by the legislation to do so.**

California law AB 2589 was enacted in 2008 and went into effect January 1, 2009. The law requires that health plans and insurers annually disclose to the governing boards of public agencies any fees or commissions paid to agents, brokers, or other individuals as part of the group's contract. The report must include the following information:

- The agent, broker, or individual's name and address
- Any amount paid to the agent, broker, or individual (including non-monetary compensation)

In addition, the report also provides the following information:

- Total premium received by Kaiser Permanente within your plan contract year
- Member and subscriber counts (as of the last month of the contract period)

Reporting is required annually, so you can expect to receive the Broker Compensation Disclosure Report for your group each year within approximately 60 days of the end of the contract year. If you have questions about the information, please contact us at [5500-Central-Team@kp.org](mailto:5500-Central-Team@kp.org).

We value our business relationship with you. Our practices for broker compensation disclosure reporting under AB 2589 reflect our shared commitment to full compliance with the law. Thank you for your continued support.

Sincerely,  
 Kaiser Permanente  
[5500-Central-Team@kp.org](mailto:5500-Central-Team@kp.org)

**CALIFORNIA BROKER COMPENSATION DISCLOSURE REPORT FOR PUBLIC AGENCIES**

Health Plans and insurance companies are required to provide the following information pursuant to California Insurance Code Section 10604.5 which requires that broker compensation be disclosed to the governing board of any public agency which is covered under a group health insurance policy.

This report is considered informational and you do not need to take any action.

**Information Concerning Insurance Coverage, Fees, and Commissions**

Region: CA  
Name of Insurance Carrier: Kaiser Foundation Health Plan Inc  
Plan Sponsor's Name: RIO LINDA ELVERTA COMMUNITY WATER DISTRICT

**Information Concerning Insurance Contract Coverage**

Insurance Carrier: Kaiser Foundation Health Plan Inc  
Group Contract or Identification Number: 721739  
Approximate number of persons covered at end of policy contract year: 4  
Contract Year from 11/2020 - 10/2021  
Premium Received by Kaiser Foundation Health Plan Inc during your group's contract year:  
\$20,158.88

**Information Concerning Insurance Contract Fees and Commissions**

Total Amount of Commissions Paid: \$1,511.54  
Total Amount of Fees Paid: \$0.00

1) Name and address of the agent, broker, or other person to whom commissions or fees were paid:

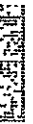
LISI INC  
1600 W HILLSDALE BLVD STE 201  
SAN MATEO, CA 94402-3766

Amount of sales and base commissions paid to LISI INC: \$470.40  
Fees and other compensation paid to LISI INC: \$0.00  
Bonus Amount: \$0.00  
Bonus Purpose:  
Value of Non-Monetary Compensation: \$0.00  
Type/Purpose of Non-Monetary Compensation:

2) Name and address of the agent, broker, or other person to whom commissions or fees were paid:

VERUS INSURANCE SERVICES LLC  
6085 DOUGLAS BLVD STE 400  
GRANITE BAY, CA 95746-8854

Amount of sales and base commissions paid to VERUS INSURANCE SERVICES LLC: \$1,041.14  
Fees and other compensation paid to VERUS INSURANCE SERVICES LLC: \$0.00  
Bonus Amount: \$0.00  
Bonus Purpose:  
Value of Non-Monetary Compensation: \$0.00  
Type/Purpose of Non-Monetary Compensation:



3) Name and address of the agent, broker, or other person to whom commissions or fees were paid:

None

Amount of sales and base commissions paid to None \$0.00

Fees and other compensation paid to None: \$0.00

Bonus Amount: \$0.00

Bonus Purpose: None

Value of Non-Monetary Compensation: \$0.00

Type/Purpose of Non-Monetary Compensation: None

4) Name and address of the agent, broker, or other person to whom commissions or fees were paid:

None

Amount of sales and base commissions paid to None \$0.00

Fees and other compensation paid to None: \$0.00

Bonus Amount: \$0.00

Bonus Purpose: None

Value of Non-Monetary Compensation: \$0.00

Type/Purpose of Non-Monetary Compensation: None

5) Name and address of the agent, broker, or other person to whom commissions or fees were paid:

None

Amount of sales and base commissions paid to None \$0.00

Fees and other compensation paid to None: \$0.00

Bonus Amount: \$0.00

Bonus Purpose: None

Value of Non-Monetary Compensation: \$0.00

Type/Purpose of Non-Monetary Compensation: None

6) Name and address of the agent, broker, or other person to whom commissions or fees were paid:

None

Amount of sales and base commissions paid to None \$0.00

Fees and other compensation paid to None: \$0.00

Bonus Amount: \$0.00

Bonus Purpose: None

Value of Non-Monetary Compensation: \$0.00

Type/Purpose of Non-Monetary Compensation: None

7) Name and address of the agent, broker, or other person to whom commissions or fees were paid:

None

Amount of sales and base commissions paid to None \$0.00

Fees and other compensation paid to None: \$0.00

Bonus Amount: \$0.00

Bonus Purpose: None

Value of Non-Monetary Compensation: \$0.00

Type/Purpose of Non-Monetary Compensation: None

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Date Report Produced: January 17, 2022



## Items for Discussion and Action Agenda Item: 4.1

**Date:** February 28, 2022  
**Subject:** Water Forum 2.0 Status Report  
**Staff Contact:** Timothy R. Shaw

**Recommended Committee Action:**

N/A this item is not reviewed by committee.

**Current Background and Justification:**

The District has received outreach from the Water Forum Executive Director (Jessica Law). For the past few months, the Water Forum Executive Director has corresponded to schedule an RLECWD Board presentation. This item was rescheduled from the January 24<sup>th</sup> Board meeting.

Included as a document associated with this item are relevant excerpts from the original Water Forum Agreement in 2000.

The District is a signatory to the current Water Forum agreement. The Purveyor Specific Agreement for the District obligates the District to participate in the successor agreement.

**Conclusion:**

No Board action is anticipated for this item. The Board should engage staff and/or the presenter in discussion regarding the Water Forum.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_  
 Ridilla: \_\_\_\_\_ Harris: \_\_\_\_\_ Jason Green \_\_\_\_\_ Gifford \_\_\_\_\_ Reisig \_\_\_\_\_  
 (A) Yea (N) Nay (Ab) Abstain (Abs) Absent

# RLECWD Agenda Item Checklist

## Item 4.1

Date

**Initial Potential Meeting Date**

02/28/2022

Circle High/Medium/Low priority of Item and Identify if in line with Mission/Goal/Strategic Planning issues or state of emergency

Water Forum 2.0 Status Report

**Staff Work Completed**

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other Water or special districts, District Engineer, Legal Counsel then laying out business cases, pros and cons, options and recommendations based on best information available, etc.

02/24/2022

**Committee Review of Item and Staff Work**

N/A

Review by appropriate Executive or Ad Hoc Committees, to prepare board recommendations

**Formal Legal Counsel Review**

Legal Counsel should have enough time to review all potential legal matters for correctness and legality

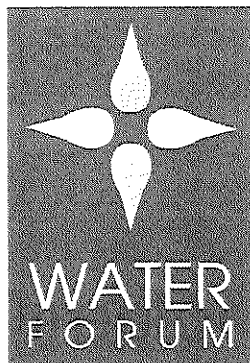
N/A

**GM Review**

02/24/2022

**Actual Meeting Date Set for Agenda Item**

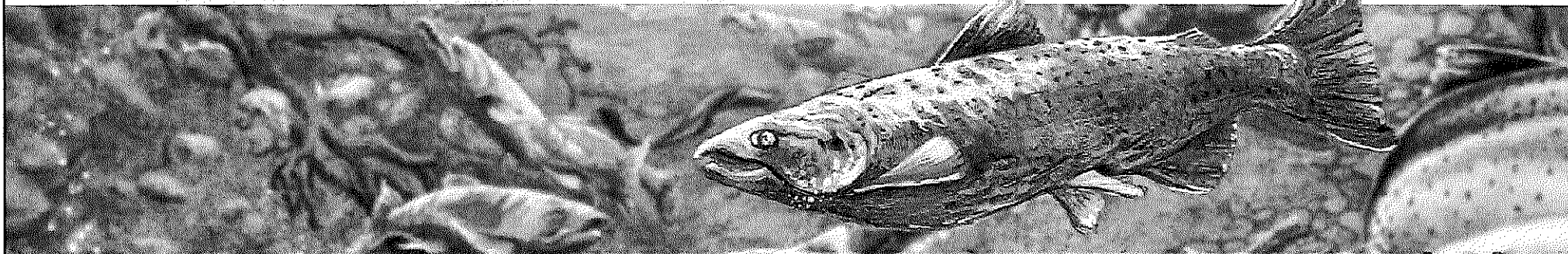
02/28/2022

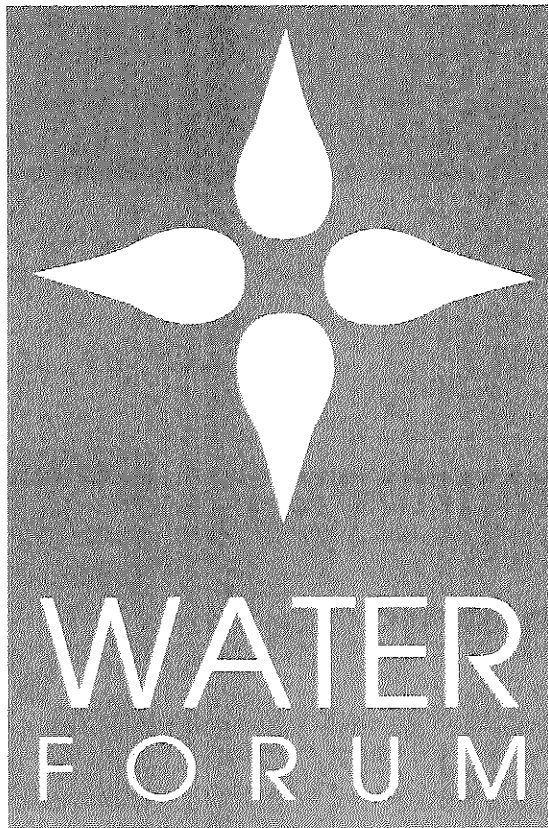


# 2022 Priorities

Jessica Law

Executive Director





## **MOU FOR THE WATER FORUM AGREEMENT**

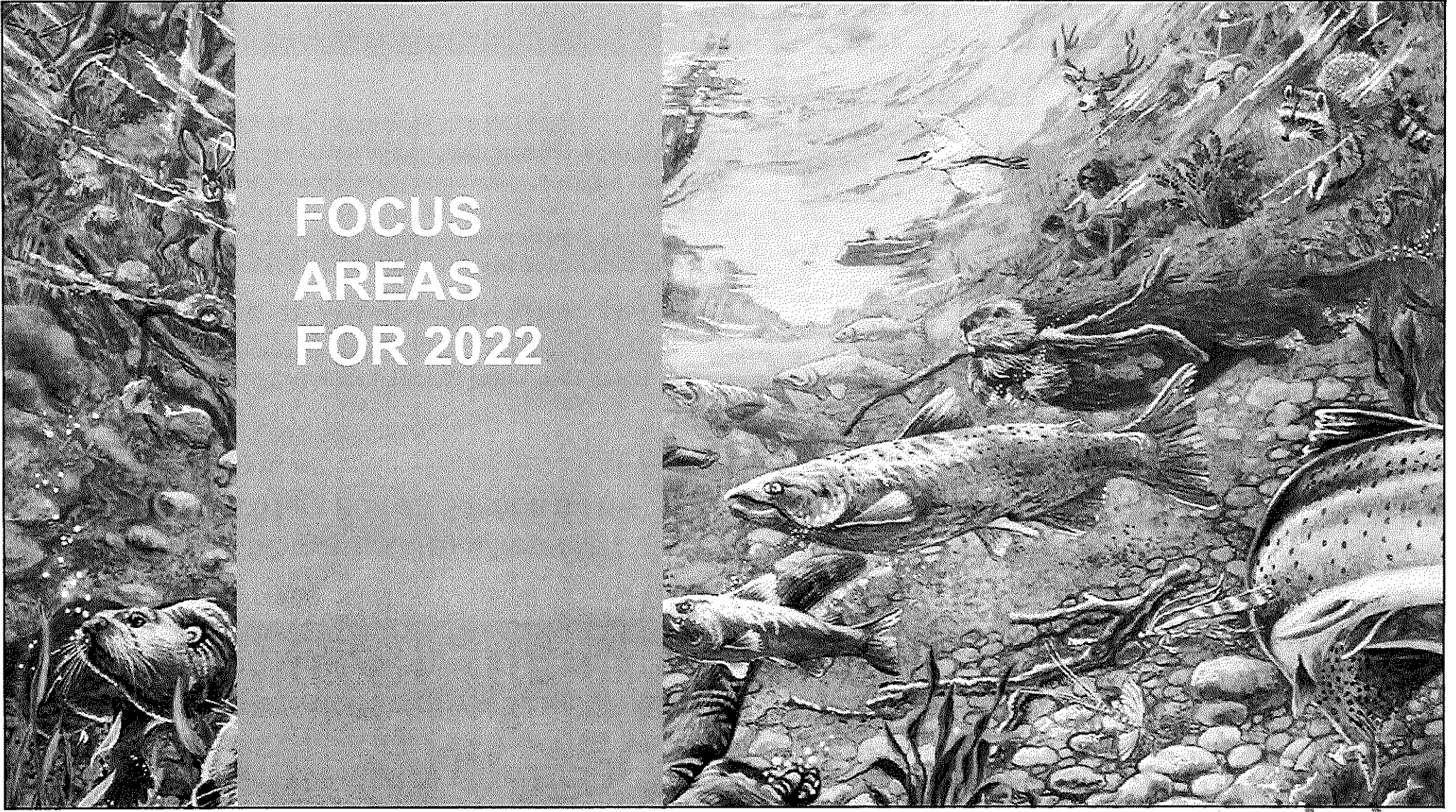
*April 24, 2000*

We have come together as a diverse group to:

Provide a reliable and safe water supply for the region's economic health and planned development through to the year 2030; and

Preserve the fishery, wildlife, recreational, and aesthetic values of the lower American River.





**FOCUS  
AREAS  
FOR 2022**



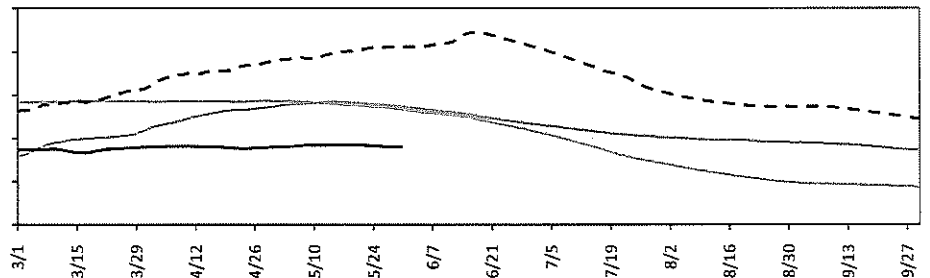
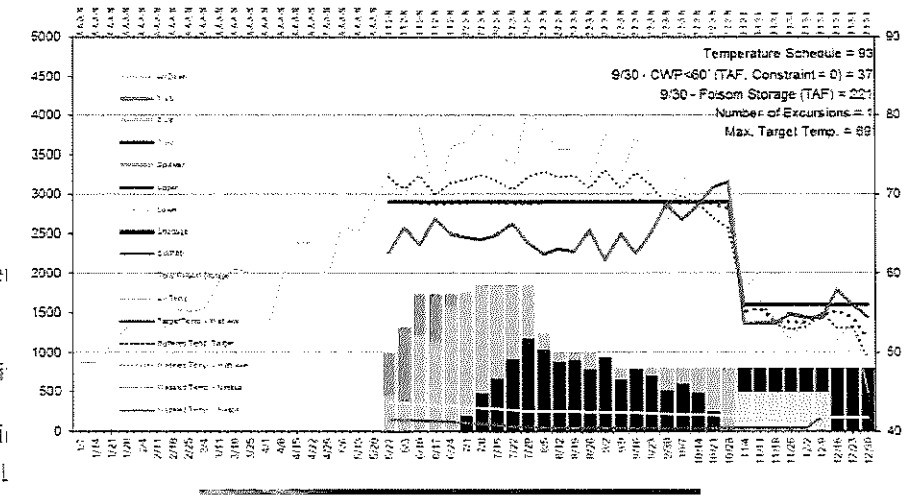
# 1: FLOWS AND OPERATIONS – DROUGHT 2021

## Reclamation Implements Folsom Reservoir Power Bypass to Help Protect Salmon on the Lower American River

Posted on Thursday, October 14th, 2021

This week, the U.S. Bureau of Reclamation initiated a Folsom Power Bypass to reduce river season begins on the Lower American River.

A power bypass allows Reclamation to access and release cold water below the power penstocks at Folsom Reservoir, thereby reducing river water temperatures to benefit rearing steelhead and spawning fall-run Chinook salmon. This is especially critical given that the Reservoir storage. Technical analysis showed that the power bypass will not deplete the water pool prior to the end of November, when ambient air temperatures are expected to a point where a power bypass is no longer needed.



## 1: FLOWS AND OPERATIONS – 2022

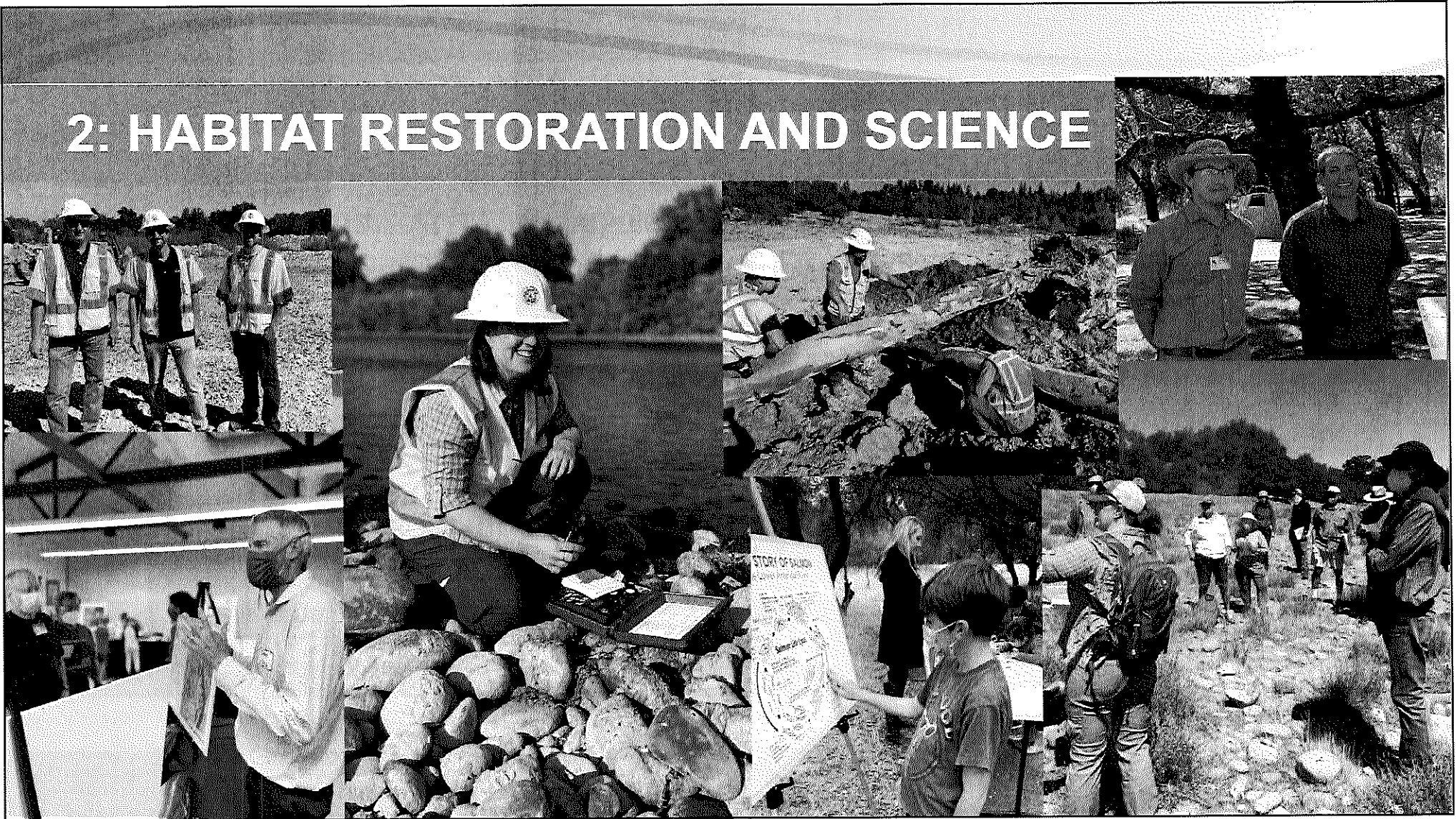
### 1.1 Maintain strong coordination and open communication with Reclamation on Folsom operations

- Regular coordination meetings, including American River Group
- Technical support on temperature modeling and MFMS analysis
- Regular Water Forum Cross-Caucus meetings

### 1.2 Advocate for the American River region with State and Federal agencies

- Publish “Final” 2017 MFMS reference document
- Engage in re-consultation on 2019 BiOp, and other relevant regulatory processes

## 2: HABITAT RESTORATION AND SCIENCE



## 2: HABITAT RESTORATION – 2022

### 2.1 Implement Lower American River salmonid-focused restoration program:

- Complete programmatic permitting for 10 sites
- Construct two projects in Fall 2022 (locations details pending)
- Engage stakeholders through tours of active sites and other educational activities
- Pursue grant opportunities for restoration and other related activities

### 2.2 Continue and expand upon cutting-edge science

- Report on pre- and post-project monitoring
- Enhance science activities to assess river and fishery conditions (e.g., eDNA and genetics research)



# 3: COMMUNICATION AND OUTREACH – 2021

COURSE



## Critical Challenge

Water Forum Executive Director Jessica Law on how California is managing its water supply

BY JESSICA LAW AND TOM GRAY



PHOTO: JESSICA LAW

**J**essica Law is the executive director of the Water Forum in Berkeley. In 2014, she was named California's first female governor's special representative to the state water board. She is also a frequent speaker at water policy events and has been named one of the most influential women in California's water industry by *WaterWorld* magazine. She holds a master's degree in environmental policy from the University of California, Berkeley, and a bachelor's degree in biology from UC Berkeley.

amount of water legislation and conflict resolution. The board has also been instrumental in the passage of the Sustainable Groundwater Management Act (SGMA) in 2015, which requires local water agencies to develop and implement groundwater sustainability plans by 2022. She has also been instrumental in the passage of the California Water Fix Act in 2016, which authorizes the construction of a \$10-billion water infrastructure program to improve water delivery and conservation in the state.

## State must cancel San Joaquin's application to claim water

BY JESSICA LAW  
Special to *The Sacramento Bee*

application, if approved, could threaten supplies in times of drought.

Over 30 years ago, San

this proposal would fit within the existing water system. Three decades have gone by, more than

a time to make efforts. Even worse, aquin's application allow it to leapfrog ter rights of our ater providers. isolationist app- is in direct conflict ie Water Forum's rative model — the rk of 21<sup>st</sup> century management, both

maintaining trust and a clear focus on avoiding unintended consequences.

As this region works through the Water Forum Agreement to address the more frequent and intense droughts projected to come with climate change, the San Joaquin application is simply an unwarranted water grab that poses an immediate threat to our limited water supplies and environmental conditions for natural habitat.

We urge the State Water Resources Control Board to cancel San Joaquin County's water right application outright when it

## Everyone in Sacramento region must conserve water during drought

BY RALPH PROPPER AND TOM GRAY  
Special to *The Sacramento Bee*



California is in the grip of another extreme drought. The consequences can be seen all over the Sacramento region and, unfortunately, the worst is yet to

come. We expect to see water levels in the American River this fall that may reach historic lows. This will be difficult not only for people who enjoy recreating in our scenic river corridor, but also for the salmon, steelhead and other native species that need water to survive and reproduce.

That's why we're urging everyone in the Sacramento region to start conserving water in earnest.

Earlier this year, local water providers urged residents to set

a 10% water conservation goal. In line with Gov. Gavin Newsom's recent announcement, we're now calling for 15% conservation, and some, like the Fair Oaks Water District, are asking for more. This is a voluntary goal, but one we hope you'll take seriously.

Water conservation is nothing new for the capital region. During the most recent drought of 2014-16, residents slashed water use by 25% on an annual basis — one of the deepest cuts achieved anywhere in the state.

Most importantly, we achieved a large share of this reduction in the hot summer months, a difficult time to conserve.

It's only five years later, and we're asking you to do it again. This time, the cause is somewhat unexpected. Yes, we've had two dry winters in a row. But this year, with worsening climate change, we have even less water than many experts anticipated.

The American River watershed, which serves the Sacramento region, had a snowpack that measured approximately 90% of average at the end of winter. But it produced only 30% of average runoff. Why? The unseasonable onset of

SEE WATER, 9C

## 3: COMMUNICATION AND OUTREACH – 2022

### External

- 3.1 Communicate how the Water Forum continues to evolve as an organization
- 3.2 Educate stakeholders about the LAR
- 3.3 Promote the Water Forum's science and habitat work
- 3.4 Connect with and amplify organizations that are working on the LAR
  - Enhanced media and social media
  - Refreshed external website
  - Tours and conference presentations
  - Media and stakeholder outreach
  - Community/good-neighbor projects and events

## 3: COMMUNICATION AND OUTREACH – 2022

### Internal

#### 3.5 Enhance communication to and among members:

- Bi-monthly blogs and eblasts
- Water Forum member-only web page
- Enhanced technology for hybrid meetings
- Member surveys
- Tours and social events

# 4: WATER FORUM 2.0 – 2021





# Foundational Work: Completed to Date

## Process Assumptions (and lessons learned)

- This is Interest Based Negotiation
- **Disagreements are inevitable**
- **Strive to understand and address concerns**
- **Take steps to build trust and practice regularly**
- This is not strategic planning
- This is not comprehensive planning
- Process is messy! There are a lot of feedback loops
- It's okay to not answer all of the questions right away

<b>Foundational Work</b>
<b>Process Assumptions</b>
<b>Structure</b>
<b>Principles*</b>
<b>Educational Briefings</b>
<b>Caucus Formation</b>

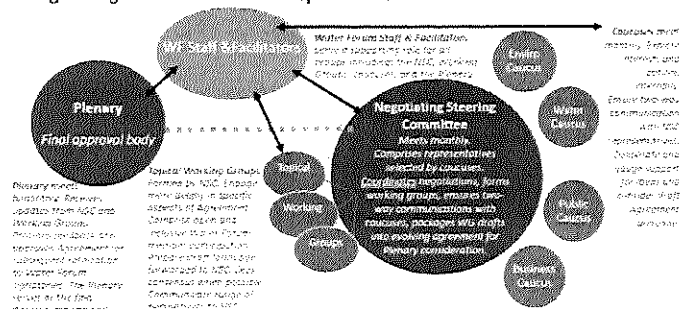
## Educational Briefings available to watch online:

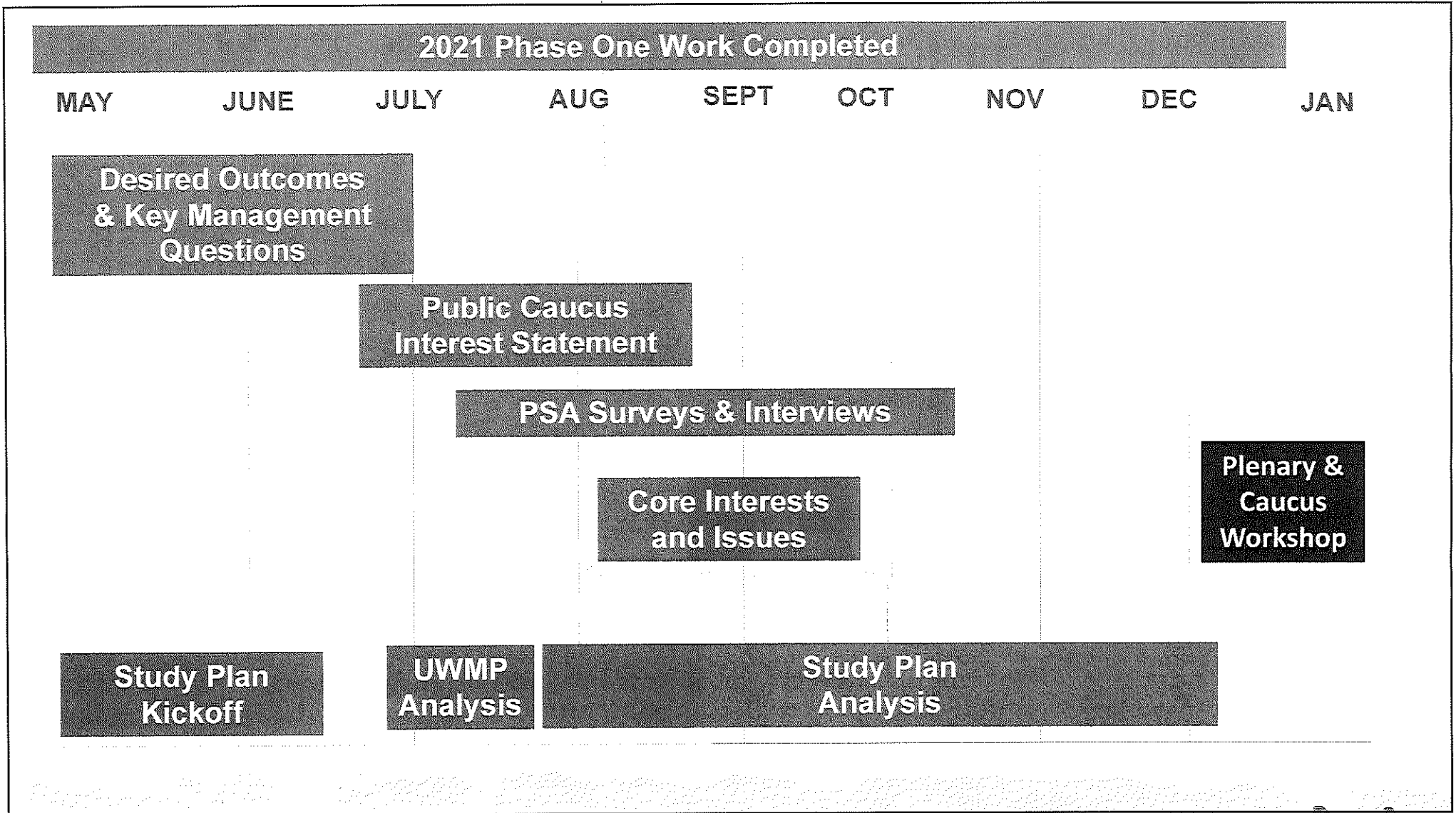
- Water Forum 101
- Climate Change
- Fisheries
- Groundwater
- Regulatory Update on Water Efficiency
- Flow Management Standard

## Reference Documents Available

- Terms of Reference
- Past, Present, Future Document
- Negotiating Structure
- Roles and Responsibilities

**Water Forum II Successor Agreement**  
Negotiating Structure + Roles & Responsibilities





## Phase 1: Work Completed to Date

- Made solid progress on Habitat Management Element draft
- Reinvigorated and broadened the Public Caucus
- Developed desired outcomes, key management questions
- Developed scope of study plan analysis
- Completed study plan analysis and presented results to NSC
- Reviewed and updated the website with the coequal objectives (April 2000)
- Drafted and shared Caucus interest statements, synthesized and integrated to understand overlapping and diverging needs
- Met with each Purveyor to discuss and review Purveyor Specific Agreements

# Process & Structure

JAN 2021

JUNE 2021

JAN 2022

JUNE 2022

JAN 2023

## Foundational Work

Process Assumptions

Structure

Principles\*

Educational Briefings

Caucus Formation

## Phase One

Coequal Objectives

Core Interests and Issues

Desired Outcomes

Key Management Questions

Study Plan and Analysis



## Phase Two

Areas of Agreement and Divergence

Learning and Engagement

Magnitude of Climate Change Impacts

Evaluate Potential Solutions

## Phase Three +

Weighing Packages

Balancing Tradeoffs

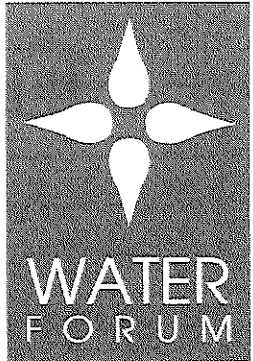
Funding

Obligations

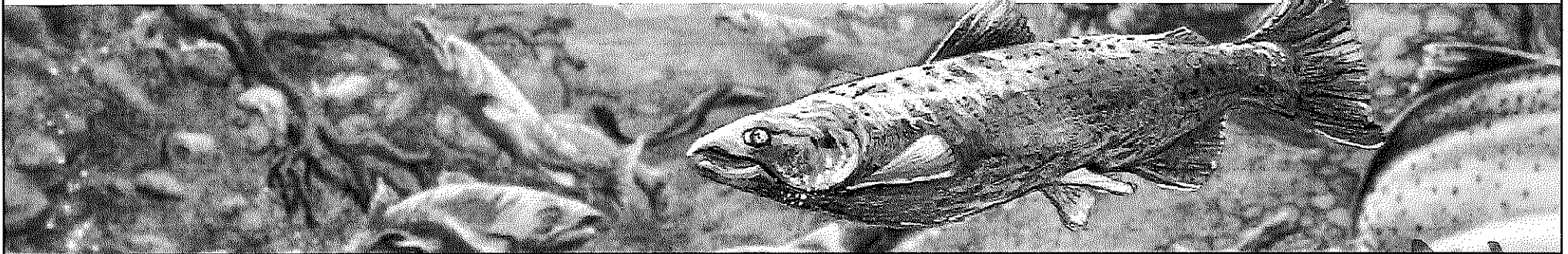
# DISCUSSION







THANK YOU!



# WATER FORUM AGREEMENT

## INTRODUCTION

The Water Forum is a diverse group of business and agricultural leaders, citizens groups, environmentalists, water managers, and local governments in Sacramento county. In 1995 they were joined by water managers in Placer and El Dorado counties.

This group of community leaders and water experts has determined that unless we act now, our region will be facing water shortages, environmental degradation, groundwater contamination, threats to groundwater reliability, and limits to economic prosperity. Well intentioned but separate efforts by individual stakeholders had left everyone in gridlock.

Joining together over six years ago, these leaders have devoted tens of thousands of hours researching the causes of this gridlock, agreeing on principles to guide development of a regional solution and negotiating the *Water Forum Agreement*. This diverse group agrees that the only way to break this gridlock is to implement a comprehensive package of linked actions that will achieve two coequal objectives:

**Provide a reliable and safe water supply for the region's economic health and planned development to the year 2030;**

**AND**

**Preserve the fishery, wildlife, recreational, and aesthetic values of the Lower American River.**

During these six years, stakeholder representatives continually presented draft

proposals to their boards to obtain their ongoing feedback. In addition, the Water Forum has conducted over one hundred meetings with community organizations, chambers of commerce, citizens advisory councils, civic groups, resources agencies, statewide environmental groups, and federal and state water users to solicit their input to the proposals under consideration.

The comprehensive *Water Forum Agreement* allows the region to meet its needs in a balanced way through implementation of seven elements. These elements include detailed understandings among stakeholder organizations on how this region will deal with key issues such as groundwater management, water diversions, dry year water supplies, water conservation, and protection of the Lower American River.

The *Agreement* also provides important provisions assuring each signatory that as it fulfills its responsibilities, other signatories will also be honoring their commitments. For example, all the stakeholder representatives are now working together on one of the key assurances — an updated standard for the Lower American River.

All of the hard-earned understandings that have been forged over the past six years are included in the Memorandum of Understanding for the *Water Forum Agreement*. Signed by each of the stakeholder organizations, this MOU creates the overall political and moral commitment to the *Agreement*. These assurances will be supplemented by other specific actions such as contracts, joint powers authorities, water rights actions, etc.

But the signing of the MOU will not be enough. The stakeholder organizations realized that this new culture of cooperation and collaboration created by the Water Forum will not last over time if it is not protected. They are concerned that changing conditions could threaten the foundations of the *Agreement*. They respect that consensus was possible only when they could understand the interests of others as well as their own.

To make the *Agreement* work over time, the stakeholders have created the Water Forum Successor Effort to maintain relationships, provide an early warning system for potential problems and creatively resolve issues as they arise.

That comes from the wisdom of the Water Forum. It is also a gift to the region. It's an example of how we can make our region a better place to live by hard work, mutual respect and innovative ideas.

## WHY DO WE NEED AN AGREEMENT — WHAT IS BROKEN?

### **Water Shortages**

Unless adequate water supplies are made available, many existing residents, businesses and agriculture will suffer shortages during California's periodic droughts. Inadequate water supplies would also limit our economic development.

The Sacramento area, the surrounding region, and the Lower American River all suffered some effects during the 1976 - 1977 drought. Since 1977 our population and water demands have increased significantly.

As the region continues to grow, it is important for us to plan for water needs, including what will happen in future droughts.

If we don't face this challenge, the next drought will be much more serious.

### **Lower American River**

The Lower American River is nationally recognized for its beauty, fisheries and recreation. Each year there are over five million visitor-days recorded for the American River Parkway. We need to find ways to protect the River for our enjoyment and for generations to come.

### **Groundwater Reliability Threatened**

Over reliance on wells in some areas has lowered the water table as much as 90 feet. If nothing is done, the problem will get worse; pumping costs could double; some shallow wells could go dry. Also, past actions have contaminated parts of our groundwater basins. Unless we continue to contain and correct these problems, additional wells that provide our drinking water could become contaminated.

### **Water Reliability At Risk**

Some suppliers obtain all of their water from surface sources; other suppliers get their water solely from wells. There are always some disadvantages to having only one source of supply. We will have a more reliable supply if most of the suppliers have multiple sources of water.

## WHAT HAS HELD UP SOLUTIONS TO OUR PROBLEMS?

Here in the American River watershed, the biggest stumbling block to balanced water solutions is that individual groups — water suppliers, environmentalists, local governments, business groups, agriculturalists, and citizen groups — have been independently pursuing their own water objectives — without much success. In many cases, competition among groups has



generated protests, lawsuits and delay. Even though millions of dollars had been spent in the past decade pursuing single purpose solutions, there was little to show for these fragmented efforts.

### HOW THE WATER FORUM IS USING INTEREST BASED NEGOTIATION TO “GET TO YES”

The stakeholder representatives chose to approach their long standing conflicts as a formal mediation, using an innovative process known as interest-based negotiation. This conflict resolution method requires negotiators to initially put aside their traditional demands (“positions”) and instead focus on the underlying reasons (“interests”) behind both their own and their adversaries’ concerns. This creative approach resulted in a *Water Forum Agreement* that will meet the needs of all stakeholders.

### WATER FORUM SUCCESSOR EFFORT

Signing the *Water Forum Agreement* does not mean that stakeholders can go back to doing business as usual. The *Water Forum Agreement* will be implemented over the next three decades. There will be many changed circumstances that we cannot now foresee. It is critical that all signatories participate in the Water Forum Successor Effort and maintain their commitment to interest-based bargaining. This will allow each stakeholder organization to get its needs met while respecting and working to meet the needs of others.

### ENVIRONMENTAL REVIEW

An important part of this process was identifying the environmental impacts of the *Agreement*. Therefore, the Water Forum also completed an Environmental Impact Report (EIR) that identifies impacts and potential mitigation measures. The Water Forum EIR is a Programmatic level EIR that analyzes the cumulative impacts of all elements of the *Water Forum Agreement*. Individual water supply projects will still have their own compliance requirements for the California Environmental Quality Act (CEQA), and where applicable, the National Environmental Policy Act (NEPA), the federal Endangered Species Act and the California Endangered Species Act.

## SUMMARY OF SPECIFIC AGREEMENTS FOR STAKEHOLDER ORGANIZATIONS

The *Water Forum Agreement* includes Specific Agreements which detail what benefits each Stakeholder Organization will receive and what it will do to receive those benefits. Summarized here are the agreements specific to each Stakeholder Organization.

### WATER SUPPLIERS

It should be noted that although each purveyor's Specific Agreement includes commitments to the entire *Water Forum Agreement*, summarized here are just those water supply details specific to each purveyor.

**Carmichael Water District (CWD)** will divert and use up to their license amount of 14,000 acre feet. By the year 2030, it is most likely that the water demand for the District will be reduced to their historic baseline level of 12,000 acre feet by implementation of Urban Water Conservation Best Management Practices. Signatories to the *Water Forum Agreement* acknowledge and agree that CWD shall not relinquish control of or otherwise abandon the right to any quantity it has foregone delivery and/or diversion of under this *Agreement*, and shall retain the right (if any) to transfer that water for other beneficial uses, after that water has served its purpose of assisting in the implementation of the Improved Pattern of Fishery Flow Releases, for diversion or rediversion at, near, or downstream of the confluence of the Lower American River and the Sacramento River. The signatories also recognize that any such transfer of water by CWD must be in accordance with applicable provisions of federal and state law.

**Citizens Utilities Company of California (CUCC)** has six service areas within the metropolitan area of Sacramento County, located within the North Central area, the South County Municipal and Industrial (M&I) area, and the City of Sacramento's American River water rights place of use (POU) area. CUCC also provides water service in Placer County for the Sabre City Mobile Home Park and is the exclusive franchisee for water service in western Placer County.

CUCC has contracted with the City of Sacramento to use 2,580 acre feet annually from the City's E. A. Fairbairn Water Treatment Plant and the Sacramento River Plant for use in their Southgate service area, which is also within the City's POU.

For other CUCC service areas within the POU which include the Arden area, a portion of the Rosemont area, and a portion of the Parkway area, when a contract with the City of Sacramento for delivery of surface water beyond the existing contract for the Southgate area is proposed, signatories to the *Water Forum Agreement* will meet in good faith with the objective to develop mutually acceptable provisions consistent with the two coequal objectives of the *Water Forum Agreement*.

CUCC will also contract for use of a portion of the surface water provided from the Placer County Water Agency (PCWA) for use in the north central area of Sacramento County.

CUCC will contract for use of a portion of the surface water provided through the County of Sacramento/Sacramento County Water Agency for its service area in the south portion of Sacramento County.

CUCC will also continue to use groundwater to meet needs in each of its service areas.

**City of Folsom (Folsom)** will increase its average and wet year American River diversions from an agreed upon baseline amount of 20,000 acre feet to a year 2030 level of 34,000 acre feet. In drier years, Folsom will divert and use a decreasing amount of surface water from 34,000 AF to 22,000 AF (or the equivalent, see example below) in a three stage stepped and ramped reduction in proportion to the decrease in the March through November unimpaired inflow to Folsom Reservoir, from 950,000 to 400,000 AF.

Under stage 1, Folsom will divert a decreasing amount from 34,000 AF to 30,000 AF in proportion to the decrease in March through November when the unimpaired inflow to Folsom Reservoir is greater than 870,000 AF but less than 950,000 AF.

Under stage 2, Folsom will divert 27,000 AF when the March through November unimpaired inflow to Folsom Reservoir is greater than 650,000 AF but less than or equal to 870,000.

Under stage 3, Folsom will divert 22,000 AF when the March through November unimpaired inflow to Folsom Reservoir is equal to or greater than 400,000 AF but less than or equal to 650,000 AF.

In the driest years, when the March through November unimpaired inflow to Folsom Reservoir is less than 400,000 AF, Folsom will reduce diversions (or the equivalency, see example below) to 20,000 AF. Also, Folsom will reduce diversions in the driest years by encouraging additional, extra-ordinary conservation to effectively achieve a reduction to 18,000 AF.

As an example of how Folsom will meet its needs during the drier and driest years, Folsom will reduce diversions by imposing additional

conservation levels, and will continue to divert water from Folsom Reservoir for the balance of their needs. However, Folsom will enter into agreements with other suppliers that have access to both surface water and groundwater for an equivalent exchange of the amount of reduction needed by Folsom as outlined above in the three stages of reduction. Under these arrangements, those suppliers will use groundwater in lieu of surface water equivalent to the amount that Folsom will continue to divert.

**City of Galt (Galt)** will use groundwater to meet its projected year 2030 demands. The sustainable yield of the Galt Area groundwater basin will be enhanced by South Sacramento County agriculture's use of surface water diverted from the Folsom South Canal in years when the March through November unimpaired flow into the Folsom Reservoir is greater than 1,600,000 acre feet.

Galt has also agreed to participate in the development of a groundwater management arrangement for the Galt Area.

**City of Roseville (Roseville)** will increase its average and wet year American River diversions from a baseline level of 19,800 acre feet to a year 2030 level of 54,900 acre feet. In drier years, Roseville will divert and use a decreasing amount of surface water from 54,900 acre feet to 39,800 acre feet by additional conservation, using groundwater, and using reclaimed water. Additionally, Roseville will enter into an agreement with the Placer County Water Agency (PCWA) for replacing up to 20,000 AF of water to the river in drier and driest years, from reoperation of PCWA's Middle fork Project reservoirs.

**City of Sacramento (City)** Currently the 310 cubic feet per second diversion capacity at the Fairbairn Water Treatment Plant (FWTP) is constrained to 155 cubic feet per second by the City's ability to treat the water.

The City may rehabilitate its FWTP diversion facility and expand its FWTP treatment capacity by another 100 million gallons per day. This will allow the City to divert and treat an additional 155 cubic feet per second consistent with the terms described below. Concurrent with the expansion of the FWTP the City will also construct other facilities such as expansion/rehabilitation of Sacramento River Water Treatment Plant and river intake to assure that a reliable alternative supply (groundwater, pumpback and/or diversion from the Sacramento River) is available whenever it is needed.

During periods when the LAR flows are sufficient (i.e. above the "Hodge" standard), the City could fully use its increased diversion capacity at FWTP. In drier periods when the LAR flows were not sufficient (i.e. below the "Hodge" standard), the City could divert from a new diversion site near the mouth of the American River and pump the water back to the FWTP for treatment, use groundwater or divert and use water from the Sacramento River.

Additional diversions from the Sacramento River and groundwater in the north area will also be used by the City to meet year 2030 demands.

**County of Sacramento/Sacramento County Water Agency (County/SCWA)** supplies water in seven separate retail service areas within the unincorporated area. County retail service areas vary in size from as few as 30 connections in the smallest area to more than 17,000 connections in the Laguna/Vineyard service area.

SCWA is responsible for providing wholesale water to an area of the Laguna, Vineyard, and Elk Grove communities commonly referred to as "Zone 40." The long term Master water Plan for Zone 40 is based on meeting present and future water needs through a program of conjunctive use of groundwater and surface water.

The County/SCWA will divert surface water, both firm (45,000 acre feet) and intermittent water, up to 78,000 acre feet in total from near the mouth of the American River or from the Sacramento River. The County/SCWA will also use groundwater on a conjunctive basis to meet the balance of its need. SCWA's water demand is projected to be 87,000 acre feet by the year 2030.

The County/SCWA has also agreed to participate in the development of a groundwater management arrangement for the South Area.

**Del Paso Manor Water District (DPMWD)** will use groundwater to meet their year 2030 demands until such time as DPMWD and the City of Sacramento enter into an agreement for delivery of surface water from the City's system to DPMWD. DPMWD has a contract with the City for 2,460 acre feet of the City's American River entitlement. Water supply facilities need to be constructed for delivery of City water to DPMWD.

Negotiations on specific conditions for delivery of surface water under this contract will be undertaken by the Successor Effort and DPMWD.

**Florin County Water District (FCWD)** will use groundwater to meet their year 2030 demands until such time as FCWD and the City of Sacramento enter into an agreement for delivery of surface water from the City's system to FCWD. FCWD is located within the place of use for the City of Sacramento's American River entitlement.

Negotiations on specific conditions for delivery of surface water under this contract will be undertaken by the Successor Effort and FCWD.

**Natomas Central Mutual Water Company (Natomas)** will meet demands to the year 2030 for the Sacramento County portion of Natomas with surface water from the

Sacramento River and from groundwater pumping. Groundwater pumping will only be implemented as part of a conjunctive use program which would preserve the groundwater table.

Natomas will consolidate several of its Sacramento River diversions into an upgraded diversion with a new fish screen which meets the Fish and Wildlife Service's screening criteria. Natomas will form a partnership with other parties to interconnect the Sacramento River with the San Juan/Northridge pipeline from Folsom Reservoir. Signatories' support for this water connection is subject to the provisions of Section Four, III of the *Water Forum Agreement*, Sacramento River Supply for North Sacramento County and Placer County.

**Northridge Water District (Northridge)** will divert up to 29,000 acre feet of Placer County Water Agency (PCWA) water, for an interim ten year period, in years when the projected March through November unimpaired inflow into Folsom Reservoir is greater than 950,000 acre feet. The amount diverted will also be consistent with the water delivery schedule provided for in the Northridge-PCWA Contract, which allows annually increasing diversions up to 24,000 acre feet per year during the interim ten year period.

At any time during this ten-year period, if Northridge is able to take delivery of Sacramento River water through a Sacramento River pipeline, Northridge will thereafter divert water from the Sacramento River (and not from the Folsom Reservoir) in those years when the projected March through November unimpaired inflow into Folsom Reservoir is less than 1,600,000 acre feet.

After the ten year period, unless the State Water Resources Control Board issues a subsequent order, Northridge will divert water up to 29,000 acre feet annually from Folsom Reservoir under the Northridge-PCWA contract

only in years when the projected March through November unimpaired inflow into Folsom Reservoir is greater than 1,600,000 acre feet.

**Placer County Water Agency (PCWA) Note:** The following surface water provisions are operative contingent on the resolution of the remaining issues described in the last paragraph of this summary of the PCWA Specific Agreement.

PCWA would increase its average and wet year American River diversions from a baseline level of 8,500 acre feet to a year 2030 level of 35,500 acre feet.

During drier years, PCWA would divert and use 35,500 AF from the American River. In these drier years, PCWA would also replace water to the River from reoperation of its Middle Fork Project (MFP) reservoirs in the following amounts:

When Unimpaired inflow to Folsom Reservoir is:	PCWA Will Release This Amount (reoperation):
950,000 AF	0 AF
400,000 AF	27,000 AF

The amount of water released to the River from reoperation of the MFP reservoirs between 950,000 AF and 400,000 AF would be in linear proportion to the amounts shown above.

PCWA would make the releases contingent on: 1) its ability to be reimbursed for its release of water on terms acceptable to PCWA; 2) PG&E's agreement to such reoperation until the present power purchase contract with PG&E expires (presently anticipated by year 2013); and 3) PCWA's determination that it has sufficient water in its reservoirs to make the additional releases to mitigate conditions in dry years without jeopardizing the supply for PCWA's customers. (Note: Operational

modeling for PCWA based on historical hydrology and projected 2030 requirements as set forth in the *Water Forum Agreement* has shown that reoperation water should be available for such release and sale without drawing MFP reservoirs below 50,000 acre-feet.)

The source of this replacement water in drier years would be water not normally released in those years from the PCWA Middle Fork Project.

PCWA would also divert and use 35,000 AF from the Sacramento and/or Feather Rivers if exchanges of equal amounts can be made with others under terms acceptable to PCWA.

Remaining issues which are being negotiated are: 1) environmentalists' support for PCWA pumps at Auburn, 2) how water conservation Best Management Practice #5 (Large Landscape Water Audits and Incentives for Commercial, Industrial, Institutional and Irrigation Accounts) will be implemented, 3) environmentalists' support for conditions related to release of replacement water in drier and driest years.

**Rio Linda/Elverta Community Water District (RLECWD)** The 2030 projected water demand within the present geographical boundary of RLECWD is 17,035 acre feet. This projected demand is included in the North Central Group of Municipal and Industrial Purveyors which also includes a portion of the Citizens Utilities Company, a portion of the Arcade Water District, McClellan AFB and Northridge Water District.

The RLECWD acknowledges that decisions on how to maintain the long-term sustainable yield of the North area groundwater basin will be made by the Sacramento North Area Groundwater Management Authority (SNAGMA) with representation of the RLECWD on the SNAGMA's governing board consistent with the joint powers agreement establishing SNAGMA.

As the purveyor of municipal and industrial water within its current and future expanded boundaries, RLECWD will construct appropriate facilities to meet its 2030 projected peak period water demand.

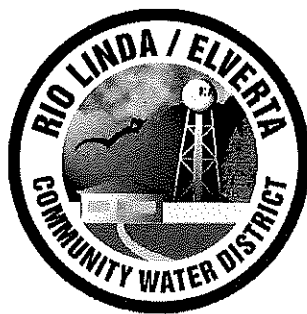
If SNAGMA determines that it is necessary to acquire surface water for use within SNAGMA's boundaries, the District will cooperate with the Water Forum Successor Effort, SNAGMA, and other affected agencies to obtain the surface water to be used as part of SNAGMA's groundwater management program.

The District acknowledges that the *Water Forum Agreement* does not provide for a baseline quantity of groundwater. The District also acknowledges its responsibility for sharing in the cost to acquire surface water supplies if SNAGMA determines such supplies are necessary to maintain the long-term sustainable yield of the Sacramento North area groundwater basin.

**Sacramento Municipal Utility District (SMUD)** will increase its average and wet year American River diversion from a baseline level of 15,000 acre feet to a year 2030 level of 30,000 acre feet. In drier years, SMUD will reduce diversions by up to 15,000 acre feet by reducing their demand and by using groundwater.

SMUD and the County of Sacramento have begun negotiations for purchase by the County and transfer from SMUD of a 15,000 acre foot block of SMUD's U.S. Bureau of Reclamation contract. A portion of the payments to SMUD from the County would be used to construct groundwater facilities that would be operated and maintained by the County. Groundwater from these wells would be available as an alternative supply for SMUD to meet increased demands in the drier and driest years.

SMUD is also planning on constructing additional co-generation facilities at locations



**Items for Discussion and Action  
Agenda Item: 4.2**

**Date:** February 28, 2022  
**Subject:** General Manager’s Report  
**Staff Contact:** Timothy R. Shaw

**Recommended Committee Action:**

N/A this item is not reviewed by committee.

**Current Background and Justification:**

The General Manager will provide a written report of District activities over the period since the last regular Board meeting. The Board may ask for clarifications and may also provide direction in consideration of the reported activities.

**Conclusion:**

No Board action is anticipated for this item.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Ridilla:\_\_\_\_ Harris:\_\_\_\_ Jason Green \_\_\_\_ Gifford \_\_\_\_ Reisig \_\_\_\_.  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



**Date:** February 28, 2022

**Subject:** General Manager Report

**Staff Contact:** Timothy R. Shaw, General Manager

For the given month, I participated in the following reoccurring meetings and special events: Demands for resources associated with execution and implementation of the new MOU dominated this reporting period.

1. January 25th, Directors Harris, Reisig and I participated in workshop meeting of the Sacramento Groundwater Authority (SGA) Board of Directors meeting. The most impactful agenda item was the presentation on potential merger with the Sacramento Central Groundwater Authority (SCGA).
2. On January 27th, I met with Teamster Local 150 to clarify the Union's position on their prior approval of the MOU renewal term sheet.
3. On January 27<sup>th</sup> (afternoon) , I participated in a meeting of the Regional Contamination Issues Group.
4. On January 31<sup>st</sup> , I participated in a Water Forum meeting.
5. On February 2<sup>nd</sup> , I met with the Adept Solutions to discuss cyber security improvements.
6. On February 2<sup>nd</sup> (afternoon), I participated in a meeting with other Water Forum, water caucus members to promote team building.
7. On February 7<sup>th</sup> , I participated in a meeting of the Water Forum.
8. On February 10<sup>th</sup> Directors Harris, Reisig and I participated in the regular meeting of the SGA Board of Directors. The most contentious item continues to be the potential merger with SCGA.
9. On February 15<sup>th</sup> the District held a properly noticed special meeting.
10. On February 16<sup>th</sup> the Operations Superintendent and I meet with Twin Rivers Elementary School District and RLE Recreation and Parks District personnel at the former Rio Linda Elementary School site.



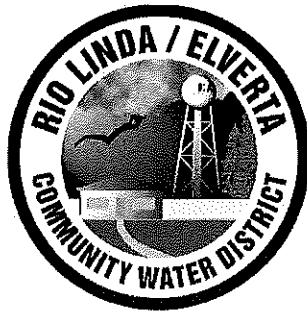
11. On February 24<sup>th</sup>, I met with our representative from Republic, our solid waste (garbage) service provider regarding the new Sacramento County mandates on food waste and recycling.

Throughout the reporting period, additional demands for resources were incurred from:

- MOU Implementation
- Changes to mask wearing mandates.

Additional items of interest:

It is an election year, so the Sacramento County Elections Office will require submittals from the District.



**Items for Discussion and Action**  
**Agenda Item: 4.3**

**Date:** February 28, 2022  
**Subject:** District Engineer's Report  
**Staff Contact:** Mike Vasquez, District Engineer

**Recommended Committee Action:**

N/A this item is not discussed at committees.

**Current Background and Justification:**

The District Engineer will provide a written report to the Board of Directors on engineering activities since the previous monthly meeting. The Board may ask for clarifications and may also provide direction in response to the report.

**Conclusion:**

There is no Board action anticipated for this item.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Ridilla:\_\_\_\_ Harris:\_\_\_\_ Jason Green\_\_\_\_ Gifford\_\_\_\_ Reisig\_\_\_\_.

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

24 February 2022

**DISTRICT ENGINEER'S REPORT**

**To:** Tim Shaw, General Manager, Rio Linda / Elverta Community Water District  
**From:** Mike Vasquez, PE, PLS, Principal (EKI), District Engineer (RL/ECWD)  
**Subject:** **District Engineer's Report for the 28 February 2022 Board of Directors Meeting**

The District Engineer is pleased to submit this brief update of duties and tasks performed for the period of 20 January 2022 to 24 February 2022:

**1. General District Engineering:**

- Assisted the District's Accounting Specialist with determining insurable values for fixed equipment and other property at the Well 16 Groundwater Pumping Station site. Completed the ACWA JPIA data sheets with appropriate information and submitted it to the Accounting Specialist.
- Reviewed the District's Capital Improvement Program Projects List as requested by the Executive Committee for presentation at the next Committee meeting.

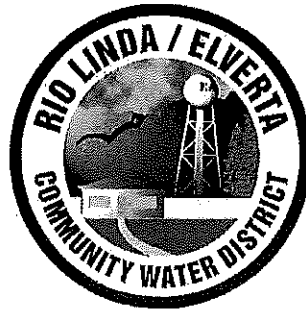
**2. Active Development Reviews (only projects with updates from the last Board Meeting):**

- No new available updates since the last Board meeting.
- **CIP Dry Creek Road Pipe Replacement Project:**
  - Coordinated with the contractor on 2/24/2022 and the project remains on schedule to commence construction in April. Staff responded to comments from the County of Sacramento regarding the encroachment permit. We expect to receive the permit in early/mid-March.
- **2020 Urban Water Management Plan:**
  - The District Engineer coordinated with the Operations Superintendent to receive annual groundwater delivery data for each sector (Residential, Apartment, Commercial, Institutional, Industrial, Landscape) as well as number of service connections for each sector. These items were provided to the EKI Water Resources Team to begin preparing demand projections and demand factors as part of the UWMP.
  - Assisted EKI's Water Resources Team by providing general District information and answering general questions as they work on the UWMP.
  - EKI's Water Resources Team provided the General Manager with a template public agency notification letter for use to notify relevant public agencies within the District's service area regarding preparation of the UWMP and associated Water Shortage Contingency Plan. An email template was also provided to the General Manager for a data request from the Sacramento Area Sewer District.
  - The schedule remains for the plan to be completed in June.

Please contact me directly at the office (650) 292-9112, cell phone (530) 682-9597, or email at [mvasquez@ekiconsult.com](mailto:mvasquez@ekiconsult.com) with any questions or require additional information.

Very truly yours,

Mike Vasquez, PE, PLS  
Principal (EKI), District Engineer (RL/ECWD)



**Items for Discussion and Action  
Agenda Item: 4.4**

**Date:** February 28, 2022

**Subject:** Consider Approving the Request for Proposals for Legal Services and Authorize Staff to Solicit Responses

**Staff Contact:** Timothy R. Shaw, General Manager

**Recommended Committee Action:**

The Executive Committee forwarded this item onto the February 28<sup>th</sup> Board agenda with the Committee’s recommendation for Board approval. The Executive Committee further recommends the Board appoint an ad hoc committee to interview the short list or respondents.

**Current Background and Justification:**

The draft RFP is included with the documents associated with this item. It may also be beneficial to discuss the interview, selection and contract execution process.

**Conclusion:**

I recommend the Board approve the Request for Proposals for legal services and direct staff to solicit responses. I further recommend the Board Members discuss the interview and selection process, including appointment of an ad hoc committee to interview the top respondents.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Gifford: \_\_\_\_\_ Green: \_\_\_\_\_ Ridilla: \_\_\_\_\_ Reisig: \_\_\_\_\_ Harris: \_\_\_\_\_

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

# RLECWD Agenda Item Checklist

## Item 4.4

Date

**Initial Potential Meeting Date**

02/28/2022

Circle High/~~Medium~~/Low priority of Item and Identify if in line with Mission/  
~~Goal~~/Strategic Planning issues or state of emergency

Consider Approving the Request for Proposals for Legal Services and Authorize Staff to Solicit Responses

---

02/03/2022

**Staff Work Completed**

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other Water or special districts, District Engineer, Legal Counsel then laying out business cases, pros and cons, options and recommendations based on best information available, etc.

**Committee Review of Item and Staff Work**

02/07/2022

Review by appropriate ~~Executive~~ or Ad Hoc Committees, to prepare board recommendations

**Formal Legal Counsel Review**

N/A

Legal Counsel should have enough time to review all potential legal matters for correctness and legality

**GM Review**

02/24/2022

**Actual Meeting Date Set for Agenda Item**

02/28/2022



**Rio Linda Elverta Community Water District**  
**Request for Proposals**

**GENERAL COUNSEL LEGAL SERVICES**

Proposals due

**April 4, 2022**  
**3:00 p.m.**

Proposals should be sent electronically to:  
Timothy R. Shaw at  
[GM@RLECWD.COM](mailto:GM@RLECWD.COM)

Proposals sent by mail must be directed to:  
Rio Linda Elverta Community Water District  
Attn: Timothy R. Shaw, General Manager  
P.O. Box 400  
Rio Linda, CA 95673

## **1. Purpose**

The Rio Linda Elverta Community Water District Board of Directors (Board of Directors) invites interested firms and individuals with a minimum of ten (10) years of California water and local government law experience to submit written proposals to provide General Counsel legal services. Firms and individuals are invited to submit proposals for the full range of legal services, including water and general government law practices. As General Counsel, the selected law firm or individual will be expected to provide a wide range of legal services to the District. The law firm or individual will be selected by the Board of Directors and will work closely with the District Manager and staff.

## **2. Background**

Rio Linda Elverta Community Water District (RLECWD) was formed in 1948 as a California County Water District to provide water to Rio Linda and Elverta.

Rio Linda Elverta Community Water District provides water service to approximately 4,700 service connections. RLECWD also operates and maintains water storage tanks, a water distribution system and all appurtenant equipment

RLECWD has 10 full-time employees. With the exception of the General Manager, all employees are included in the RLECWD General Unit with regular renewals of the collective bargaining agreement.

RLECWD's annual operating budget for FY 2021/2022 is approximately \$2.9 million. RLECWD also has a lengthy Capital Improvement Program with a roadmap of projects. The most recent Prop 218 rate adjustment process was completed in August 2021.

A five-member board of directors (the "Board of Directors") governs the District. Members of the Board of Directors are elected at large and serve four-year staggered terms.

## **3. Scope of Services**

The anticipated services will include, but are not limited to, the following:

- (a) Represent and advise the Board of Directors as the governing body and all District Officers in all matters of law pertaining to their offices.
- (b) Represent and appear for any District Officer and/or employee or any former District Officer and/or employee in legal proceedings in which any such officer or employer is entitled by law to representation furnished by the District.

- (c) Attend regular meetings of the Board of Directors and special meetings when called and provide legal advice and opinions as requested by the Board of Directors, General Manager or staff.
- (d) To be promptly available for telephone consultation and to render written opinions on given issues related to District business in a timely manner.
- (e) Approve the form and content of Board of Directors policies, District contracts and all performance bonds, certificates of insurance and like documents tendered to the District on a requested basis.
- (f) Prepare or review all Ordinances, Resolutions, Contracts, Deeds, Leases, title reports, collective bargaining agreements and all other legal documents as requested by the General Manager or designee.
- (g) Provide recommendation and advice when requested by the Board of Directors pertaining to the retention of and employment of outside law specialists in complex and important matters in which the District may be involved.
- (h) Investigate all claims and complaints by or against the District and prepare civil cases and act as trial counsel as required and requested by the Board of Directors or District Manager.
- (i) Review citations for violations of District ordinances in accordance with criminal/civil law and procedures; prepare and try infractions, misdemeanors, and ordinance violations as required and requested by the General Manager.
- (j) Prepare extended legal opinions of a complex nature as requested by the Board of Directors, General Manager, or the District Manager's designee.
- (k) Oversee and manage the legal affairs of the District and ensure that the policies, programs, and activities of the District and its employees and agents are carried out in compliance with all applicable law and that the best interests of the District are otherwise protected to the fullest extent possible.

The selected law firm shall provide the full normal range of services of the General Counsel as described above. Among other things, the General Counsel shall have expertise on California and Federal water law, the Ralph M. Brown Act (California Government Code section 54952 et seq.), the Meyers-Milias-Brown Act (California Government Code section 3500 et seq.), the California Public Records Act (Govt. Code section 6200 et seq.), California conflict of interest law (Govt. Code section 1090), the Political Reform Act of 1974 (Govt. Code section 81000 et seq.), the California Tort Claims Act (Govt. Code section 815 et seq.), the California Environmental Quality Act (California Public Resources Code section 21000 et seq.), public works construction, and the federal Americans with Disabilities Act. The selected law firm shall establish



and maintain services to the District in case of the unavoidable absence of the lead attorney **through temporary or backup legal services satisfactory to the District.** The General Counsel will provide the District with education and in-service seminars as mutually agreed to maintain a level of education among the Board of Directors, staff and management, to the fullest extent possible, to increase the knowledge of District staff and Board Members, and to reduce liability.

The Board of Directors holds its Regular Meeting on the third Monday of each calendar month. Special Meetings may be held on a date determined by the Board of Directors. Closed Sessions may be held prior to or after open sessions. Workshops are held during the open session at a time determined by the Board of Directors. The General Counsel may be asked to attend Special Meetings, Closed Sessions and workshops. The District does not require the General Counsel to hold regular office hours, but expects the selected law firm to be available to attend meetings in person or remotely (via video, web-streaming or teleconference) if needed. The General Counsel does not usually attend the District's committee meetings.

Prior to initiation of any work on a given matter, the District may request a written statement of the estimated cost of such work. The District requests proposals covering the full scope of requested legal services, including water, and general government services.

The District reasonably expects the primary attorney to coordinate with the General Manager prior to delegating legal services work to other associates within the firm. If consultation between attorneys in the firm is anticipated, the primary attorney should notify the General Manager prior to consultation to determine if the scope of work needs to be modified or authorization to continue should be rescinded.

#### **4. RFP Response Format**

The RFP respondent shall submit an electronic copy (PDF format) of the RFP response with all of the information requested. In order to simplify the proposal evaluation process, the District is seeking RFP responses in the following format: **\*Important-- Please submit your RFP responses with section breaks/cover pages corresponding to the lettered items in the section below.**

#### **5. Proposal Form and Content**

##### **A. Proposal Submittal**

All pages of the proposal must be numbered consecutively. The proposal must be organized in accordance with the list of proposal contents. The proposal must provide specific and succinct responses to all questions and requests for information.

Respondents must include the following items in their proposals addressing the Scope of Services above. Proposals and the fee schedule must be valid and binding for 120 days following the proposal due date, and may become part of the agreement with the District.

#### **B. Letter of Transmittal**

Include a cover letter signed by a duly authorized representative of the firm. The cover letter must include name, address, telephone number (cell phone number preferred but not required) and e-mail address of the firm submitting the proposal. In addition, the name, title, address, telephone number, and e-mail address of the person or persons who are authorized to represent the firm and to whom correspondence should be directed shall be included. An unsigned proposal is a ground for rejection.

#### **C. Table of Contents**

Include a clear identification of the submitted material by section and by page number.

#### **D. Summary**

Introduce the proposal and summarize the key provisions of the proposal. Based on your firm's expertise and qualifications, explain why your firm is best suited to provide the services described herein.

#### **E. Statement of Understanding**

Include a detailed statement of understanding of the legal services to be provided. If there are services listed in this RFP that the firm will not be able to provide, please be certain to address that in your response.

#### **F. Background and Experience**

1. Official name and address and specify the type of entity (partnership, LLC, corporation, etc.).
2. Describe the firm's background and history, including the number of years in practice. Describe in detail the firm's water and public agency legal services expertise.
3. List the location of office(s) that would serve the District.
4. Provide an organization chart and staffing plan identifying key personnel, related lines of authority and responsibility of those team members who will provide the services described in this RFP.

**G. Approach to Legal Services**

1. Describe your view of the role of the General Counsel, your interaction with the Board of Directors (both collectively and individually), the District Manager and staff.
2. Describe how the firm would keep the District informed about the status of litigation and other legal matters.
3. Provide your best example of a written communication to a governing body about a legal issue, prepared within the past five 2 years and not to exceed four pages, in which options are explained and a recommendation is given. (Redaction of privileged information is expected.)
4. Describe how you track and manage legal fees and costs.
5. Describe how you would proactively advise the District about legal developments or issues of concern, without being asked. If you use newsletters or other published communications, please describe the general content and frequency of publication.
6. Please identify the most significant water policy, program or legal matter that the firm has handled within the past five years, explain in detail why the matter was significant, and indicate the outcome of the legal matter.
7. Please provide the most creative advice the firm has provided to a public agency client within the past five years, explain why the advice was creative, and describe the outcome of the matter upon which the advice was provided.
8. Please identify whether the firm has had an agreement with a public agency terminated within the past five years, and provide contact information for persons knowledgeable regarding the contract's termination.

**H. Proposed Attorney(s)**

Name the person whom you propose to designate as the General Counsel and Assistant General Counsel. Provide the following resumé information for each designee:

1. Certificates or licenses, including the date of admission to the State Bar of California;
2. Description of education, including names of educational institutions and degrees conferred;
3. Professional background and professional associations;
4. Experience with and knowledge of the law relating to public agencies (particularly public water agencies and/or local government agencies);
5. Specific areas of expertise and training; and
6. Provide names and detailed qualifications for all other attorneys in your firm who are proposed to provide supporting legal services in support of the primary attorney(s).

**I. References and Potential Conflicts of Interest**

1. Provide contact information for three public agency clients for which services have been provided by the proposed General Counsel and Assistant General Counsel in the last five years, so reference checks can be conducted. Please include the contact person's name, agency, phone and email address.
2. List all public clients within the Sacramento Region for whom your firm currently provides services under a fee for services basis or on a retainer basis and indicate the services provided. Identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.
3. For the person proposed as General Counsel, list all public clients that person presently represents as General Counsel, Deputy General Counsel, or Assistant General Counsel, along with the meeting dates and times for each governing body.
4. List all private clients of your firm such as water contractors, construction contractors, land developers, or other contractors that could potentially pose a conflict of interest while representing the District.
5. Identify all situations in the last five years in which your firm represented a public entity in a litigated or administrative proceeding and the decision or outcome was adverse to that public entity. Similarly, please identify all situations within the last five years in which your firm represented a public entity in a litigated or administrative proceeding and the decision or outcome was beneficial to the public entity.

6. If, within the past five years the firm, or any of the attorneys employed by the firm has been sued by a public agency for legal malpractice, been the subject of a legal malpractice claim, been the subject of a complaint filed with the State Bar, or received discipline imposed by the State Bar, please describe in detail the circumstances of said suit, claim, complaint or discipline.

#### **J. Compensation and Reimbursement**

Please provide either a monthly retainer fee or hourly billing rate and specific expenses (i.e. rate for mileage, reproduction of documents, travel) proposed for compensation and/or reimbursement for the above legal services.

The District may accept and incorporate the proposed retainer or fee schedule as part of the award/agreement process without further negotiations or, alternatively, may use it as the basis for negotiations. Consequently, firms are encouraged to provide their best pricing. The selected firm shall receive no compensation for travel expenses to District.

If the firm incorporates a routine adjustment to its billing rates to account for inflation, stipulate the criteria, specific index cited and the anticipated timing for adjustments.

The District anticipates that the General Counsel Legal Services Agreement that may be awarded through this RFP process will be an evergreen type of agreement with a thirty (30) day at-will termination provision. The selected firm shall identify how it proposes to be considered for rate increases and at what intervals.

#### **K. Agreement**

At the conclusion of the RFP process, negotiations for an agreement between the District and the selected firm will proceed. If the District engages a firm in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated and the District may elect to contact another firm. This sequence may continue until an agreement is reached.

The District contemplates entering into a legal services agreement containing its standard terms and conditions which will include specific standards for the firm's billing of costs and services. The agreement will also set forth requirements for the exercise of efficient billing judgment, billing documentation, and insurance requirements. The contract will contain an express provision that in the event of any dispute concerning any matter regarding the agreement, each party agrees to bear its own attorney's fees. In addition, the agreement will require that it be

governed by California law, without regard to conflict of laws principles, and that venue for any dispute be in Sacramento County.

#### **L. Additional Information**

In this section, provide any other information that the firm believes is applicable to the evaluation of the proposal or your qualifications for providing the proposed legal services. You may use this section to address those aspects of your services that distinguish your firm from other firms.

### **6. Review and Selection Process**

#### **A. Process**

A selection panel will evaluate proposals, and conduct interviews with the top respondent(s). Firms will be evaluated based on cost, experience, qualifications, and approach to the services requested. The selection panel for commencement of contract negotiations will identify the firm determined to be best qualified to perform this service. If contract negotiations are successful, the selection panel will forward the recommended contract to the Board of Directors for their consideration.

#### **B. Evaluation Criteria**

The following information will be considered during the evaluation process:

1. Experience and qualifications identified in the Proposal (i.e. water, local government and employment practices).
2. Cost of providing services.
3. Complete and clear response to requested matters in the Proposal.
4. Familiarity with laws and regulations governing California water agencies and public agencies.
5. Communication skills.
6. References from other client water agencies and local government agencies.
7. Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in water district and/or local government operations.
8. Other qualifications/criteria as deemed appropriate.

## **7. General Terms and Conditions**

Limitation: This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of a response or to procure or contract for services or supplies. The District reserves the right to reject any or all proposals for any reason and to amend, modify or terminate the RFP process in any manner at any time.

Award: The firm/entity chosen may be required to participate in negotiations and to submit such revisions of its proposal as may result from negotiations. The District reserves the right to award a contract without discussion based upon the initial proposals.

Signature: Each proposal must be signed on behalf of an officer authorized to bind the firm.

## **8. Proposal Submission**

Proposals should be responsive to the questions set forth in this RFP. All materials which are submitted may be deemed to be part of the responding proposal, and may be incorporated in any subsequent agreement between the District and any selected firm. Proposals should be submitted electronically to [GM@RLECWD.COM](mailto:GM@RLECWD.COM) with a Subject title of "Proposal for General Counsel Legal Services."

An electronic copy in PDF format must be received via e-mail no later than 3:00 p.m. PST, April 4, 2022. Late proposals will not be accepted.

Proposals sent by mail must be directed to:  
Rio Linda Elverta Community Water District  
Attn: Timothy R. Shaw, General Manager  
P.O. Box 400  
Rio Linda, CA 95673

## **9. Selection Process and Time Frame**

Release date of RFP: February 28, 2022

RFP responses due via E-mail: April 4, 2022, by 3:00PM.

Firms interviewed: April 11, 2022 – April 29, 2022 (dates approximate)

Top Firm notified of District's intent to negotiate professional services agreement: May 3, 2022.

Board consideration of agreement with selected firm: May 16, 2022

- Attachment A –Organizational Chart

**Attachment A  
2019 Organizational Chart**

DRAFT





## Items for Discussion and Action Agenda Item: 4.5

**Date:** February 28, 2022

**Subject:** Consider Revising or Rescinding Policy 4.31.217, "Reduction Due to Accidental Loss".

**Staff Contact:** Timothy R. Shaw, General Manager

### **Recommended Committee Action:**

The Executive Committee forwarded an item onto the February 28<sup>th</sup> Board agenda to enable Board consideration of policy revision or rescinding the policy.

### **Current Background and Justification:**

The current policy, 4.31.217 reads:

**4.31.217 Reduction Due to Accidental Loss.** *Notwithstanding any other provision herein, the General Manager may reduce the use charges on a water bill by fifty percent (50%) when the following circumstances exist: (A) the consumer's usage on the bill exceeds any other previous usage by a factor of two (2); (B) evidence of the accidental nature of the usage is presented (i.e. a leak, a fire, etc.); and (C) evidence that the cause of the excessive usage has been corrected. No reduction may be granted by the General Manager when a consumer has received a previous reduction within a five (5) year period.*

Staff has reviewed the historical documents and can conclude the policy dates back to at least 2014. However, there is no written/saved indication that Legal Counsel (at that time) was asked to review the legal sufficiency of this policy. Staff further opines that the policy represents some potential for incompatibility with California Constitution, Article XIID, section 6 (included as a document associated with this item).

In plain terms, public agencies are precluded from charging more than the cost of providing service to its advantaged customers so fund offset charging less than the cost of providing service to the disadvantaged customers. Some confusion is often inspired by that practice at investor-owned utilities and cities with utilities services. Different laws apply to these entities, but those laws do not apply to publicly owned (community owned) utilities like RLECWD.

Staff recommends the Board authorize one of two options:

1. Rescind policy 4.31.217.
2. Revise policy 4.31.217 to remove the incentive of providing a 50% credit. Alternative incentives might include:
  - a. ...eligible customers may be offered an extended payment plan.

# RLECWD Agenda Item Checklist

## Item 4.5

Date

**Initial Potential Meeting Date**

02/28/2022

Circle High/Medium/Low priority of Item and Identify if in line with Mission/  
Goal/Strategic Planning issues or state of emergency

Consider Revising or Rescinding Policy 4.31.217, "Reduction Due to Accidental Loss".

02/03/2022

**Staff Work Completed**

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other  
Water or special districts, District Engineer, Legal Counsel then laying out business cases,  
pros and cons, options and recommendations based on best information available, etc.

**Committee Review of Item and Staff Work**

02/07/2022

Review by appropriate Executive or Ad Hoc Committees, to prepare board recommendations

**Formal Legal Counsel Review**

N/A

Legal Counsel should have enough time to review all potential legal matters  
for correctness and legality

**GM Review**

02/24/2022

**Actual Meeting Date Set for Agenda Item**

02/28/2022

**CALIFORNIA CONSTITUTION - CONS****ARTICLE XIII D [ASSESSMENT AND PROPERTY-RELATED FEE REFORM] [SECTION 1 - SEC. 6]****SEC. 6.**

Property Related Fees and Charges. (a) Procedures for New or Increased Fees and Charges. An agency shall follow the procedures pursuant to this section in imposing or increasing any fee or charge as defined pursuant to this article, including, but not limited to, the following:

(1) The parcels upon which a fee or charge is proposed for imposition shall be identified. The amount of the fee or charge proposed to be imposed upon each parcel shall be calculated. The agency shall provide written notice by mail of the proposed fee or charge to the record owner of each identified parcel upon which the fee or charge is proposed for imposition, the amount of the fee or charge proposed to be imposed upon each, the basis upon which the amount of the proposed fee or charge was calculated, the reason for the fee or charge, together with the date, time, and location of a public hearing on the proposed fee or charge.

(2) The agency shall conduct a public hearing upon the proposed fee or charge not less than 45 days after mailing the notice of the proposed fee or charge to the record owners of each identified parcel upon which the fee or charge is proposed for imposition. At the public hearing, the agency shall consider all protests against the proposed fee or charge. If written protests against the proposed fee or charge are presented by a majority of owners of the identified parcels, the agency shall not impose the fee or charge.

(b) Requirements for Existing, New or Increased Fees and Charges. A fee or charge shall not be extended, imposed, or increased by any agency unless it meets all of the following requirements:

(1) Revenues derived from the fee or charge shall not exceed the funds required to provide the property related service.

(2) Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed.

(3) The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.

(4) No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Fees or charges based on potential or future use of a service are not permitted. Standby charges, whether characterized as charges or assessments, shall be classified as assessments and shall not be imposed without compliance with Section 4.

(5) No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services, where the service is available to the public at large in substantially the same manner as it is to property owners.

Reliance by an agency on any parcel map, including, but not limited to, an assessor's parcel map, may be considered a significant factor in determining whether a fee or charge is imposed as an incident of property ownership for purposes of this article. In any legal action contesting the validity of a fee or charge, the burden shall be on the agency to demonstrate compliance with this article.

(c) Voter Approval for New or Increased Fees and Charges. Except for fees or charges for sewer, water, and refuse collection services, no property related fee or charge shall be imposed or increased unless and until that fee or charge is submitted and approved by a majority vote of the property owners of the property subject to the fee or charge or, at the option of the agency, by a two-thirds vote of the electorate residing in the affected area. The election shall be conducted not less than 45 days after the public hearing. An agency may adopt procedures similar to those for increases in assessments in the conduct of elections under this subdivision.



**Items for Discussion and Action**  
**Agenda Item: 4.6**

**Date:** February 28, 2022

**Subject:** Customer(s) Request for Board Consideration of Billing Issues

**Staff Contact:** Timothy R. Shaw

**Recommended Committee Action:**

N/A this item was not discussed at Committee.

**Current Background and Justification:**

Current District policy stipulates that the full Board consider customer's request for waivers, reversal of charges, refunds etc. Included with your Board packets are the customers' request forms (plural).

One request is from a customer on a 2.5-acre parcel, who endured a 5-gallon per minute continuous use from November 23, 2021 to January 7, 2022.

The other request is from the American Legion, and it reflects a long-term leak on the customers side of the service connection.

Neither request is supported by any sort of justification to suggest the water consumed / metered was inaccurate, nor that there was any errors or omissions by the District contributing to the above normal water consumption.

**Conclusion:**

Review this customer's request, seek feedback from Legal Counsel and staff, then consider Board action as appropriate.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Ridilla: \_\_\_\_\_ Harris: \_\_\_\_\_ Jason Green \_\_\_\_\_ Gifford \_\_\_\_\_ Reisig \_\_\_\_\_

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

# RLECWD Agenda Item Checklist

## Item 4.6

Date

**Initial Potential Meeting Date**

02/28/2022

Circle High/Medium/Low priority of Item and Identify if in line with Mission/  
Goal/Strategic Planning issues or state of emergency

Customer(s) Request for Board Consideration of Billing Issues

02/24/2022

**Staff Work Completed**

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other  
Water or special districts, District Engineer, Legal Counsel then laying out business cases,  
pros and cons, options and recommendations based on best information available, etc.

**Committee Review of Item and Staff Work**

N/A

Review by appropriate Executive or Ad Hoc Committees, to prepare board recommendations

**Formal Legal Counsel Review**

Legal Counsel should have enough time to review all potential legal matters  
for correctness and legality

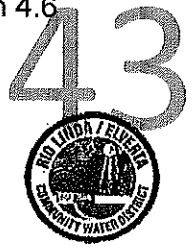
N/A

**GM Review**

02/24/2022

**Actual Meeting Date Set for Agenda Item**

02/28/2022



Rio Linda Elverta Community Water District
Request for Consideration of Billing Issues by the Board of Directors

Account Holder: [Redacted] Account #: 11154000

Service Address: [Redacted] RIO LINDA CA 95673

Check the appropriate box(s) and specify which fees you are requesting the Board to waive:

- Account Deposit Amount: \$
Delinquency Notice Fee Amount: \$
48 Hour Notice Fee Amount: \$
Service Charges Amount: \$
Shutoff Fee Amount: \$
Tampering Fee Amount: \$
[X] Other Amount: \$ 50% Credit

Notice: This request may be considered at a public Board Meeting. This document may become a part of the Board meeting agenda which is accessible to the public by request or via the District website. However, the District will make reasonable attempts to preserve customer privacy via redaction, e.g. addresses, phone, email etc.

Total: \$

Justifying Information to Support Your Request:

The Haggin Grant Post 521 American Legion of Rio Linda is requesting that the Rio Linda Elverta Water District defer the excessive water bill that resulted from a water line break on our property. When we were notified of the excessive water consumption there was no apparent evidence of a water leak in our building. The plumbing companies discovered a break in the main water supply line under the SW corner of our building. The Temporary repair cost \$1800.00 , to replace the entire line will cost \$8900.00. We are primarily a veterans hall but we are responsible for maintain a community asset that dates back to at lease 1934. One of the plumbers said that the water line that failed is probably original. If the Rio Linda Elverta water district can see fit to relieve the Legion of the excess water bill charges it will be greatly appreciated.

by signing below you are; attesting to the accuracy of the information you have provided and fraudulent submittal may result in Board denial , you acknowledge that all correspondence between yourself and the District is subject to California Public Records Act laws, and you further acknowledge the Board of Directors' rulings are final.

Signed: [Signature] Date: 2/10/2022

Account Holder Contact Information:
In case you are unable to attend the Board Meeting, please provide with your preferred method for us to contact you regarding the Board's decision.
Email Address:
Phone Number:
US Mail (provide m [Redacted] RIO LINDA CA 95673

**Business Office**

**Account History – This includes all transactions up to the date form is signed**

6 Number of times Delinquency Notice sent in the past 12 months

4 Number of times 48 Hour Notice sent in the past 12 months

0 Number of times service was terminated for non-payment over the past 12 months

Amortization Agreement on File: \_\_\_\_\_ YES  NO

Additional Information: Account still has continuous consumption

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Resolution of the Issue and Feedback to Customer:**

Board Action Taken: \_\_\_\_\_

\_\_\_\_\_

Customer was contacted by \_\_\_\_\_ Phone, \_\_\_\_\_ US mail, \_\_\_\_\_ Email.

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

Appropriate adjustments made to the account: Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Notes added to the account: Date: \_\_\_\_\_ Initials: \_\_\_\_\_

### Rio Linda Elverta Community Water District

#### Request for Consideration of Billing Issues by the Board of Directors



Account Holder: \_\_\_\_\_

Account #: 2426001

Service Address: \_\_\_\_\_

Check the appropriate box(s) and specify which fees you are requesting the Board to waive:

- Account Deposit Amount: \$ \_\_\_\_\_
- Delinquency Notice Fee Amount: \$ \_\_\_\_\_
- 48 Hour Notice Fee Amount: \$ \_\_\_\_\_
- Service Charges Amount: \$ \_\_\_\_\_
- Shutoff Fee Amount: \$ \_\_\_\_\_
- Tampering Fee Amount: \$ \_\_\_\_\_
- Other Amount: \$ 927.19

Notice: This request may be considered at a public Board Meeting. This document may become a part of the Board meeting agenda which is accessible to the public by request or via the District website. However, the District will make reasonable attempts to preserve customer privacy via redaction, e.g. addresses, phone, email etc.

Total: \$ 927.19

**Justifying Information to Support Your Request:** I did not use this meter work. I checked all the properties and gave valves and had no problems.  
I have never been late on the bill and have never had any kind of usage like this ever.

(Attached additional sheets if necessary)

By signing below you are; attesting to the accuracy of the information you have provided and fraudulent submittal may result in Board denial, you acknowledge that all correspondence between yourself and the District is subject to California Public Records Act laws, and you further acknowledge the Board of Directors' rulings are final.

Signed: \_\_\_\_\_

Date: 2/1/23

**Account Holder Contact Information:**  
 In case you are unable to attend the Board Meeting, please provide with your preferred method for us to contact you regarding the Board's decision.  
 Email Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 US Mail (provide mailing address): \_\_\_\_\_



**Business Office**

**Account History – This Includes all transactions up to the date form is signed**

0 Number of times Delinquency Notice sent in the past 12 months

0 Number of times 48 Hour Notice sent in the past 12 months

0 Number of times service was terminated for non-payment over the past 12 months

Amortization Agreement on File:  YES  NO

Additional Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Resolution of the Issue and Feedback to Customer:**

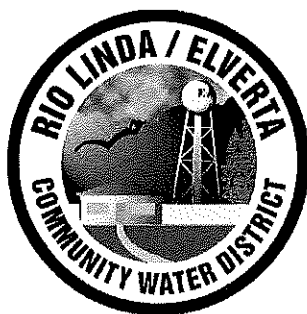
Board Action Taken: \_\_\_\_\_  
\_\_\_\_\_

Customer was contacted by \_\_\_\_\_ Phone, \_\_\_\_\_ US mail, \_\_\_\_\_ Email.

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

Appropriate adjustments made to the account: Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Notes added to the account: Date: \_\_\_\_\_ Initials: \_\_\_\_\_



**Items for Discussion and Action**  
**Agenda Item: 4.7**

**Date:** February 28, 2022

**Subject:** Authorize any new Board Member Assignments (committees and other) announced by the Chair pursuant to District Policy 2.01.065

**Staff Contact:** Timothy R. Shaw

**Recommended Committee Action:**

N/A

**Current Background and Justification:**

District policy and various statutes stipulate Board approval of any Board Member assignments.

**4.7.1 SDRMA Education Day is March 22<sup>nd</sup>**

The Special District Risk Management Authority (SDRMA) is our workers compensation insurance carrier. Annually they have an event that includes governance training. The District receives a discount of 1% on our policy if 1 board member attends and a 2% discount if 2 board members attend the training.

**4.7.2 Sacramento Groundwater Authority, Budget Committee Ad Hoc.**

**Conclusion:**

I recommend the Board consider approving any specific nominations and assignments as may be deemed necessary and appropriate.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Ridilla: \_\_\_\_\_ Harris: \_\_\_\_\_ Jason Green \_\_\_\_\_ Gifford \_\_\_\_\_ Reisig \_\_\_\_\_.

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

**Assembly Bill No. 1234****CHAPTER 700**

[Approved by Governor October 07, 2005. Filed with Secretary of State **October 07, 2005.**]

**LEGISLATIVE COUNSEL'S DIGEST**

AB 1234, Salinas. Local agencies: compensation and ethics.

Existing law provides for the establishment and operations of cities, counties, cities and counties, districts, and other local government agencies, the composition of their governing bodies, and the payment of governing body members for attending meetings and performing other duties, and prescribes conflicts of interest.

This bill would require a local agency that provides reimbursement for expenses to members of its legislative body to adopt a written policy on the duties for which legislative body members may receive compensation, other than meetings of the legislative body or an advisory body or attendance at a conference or organized educational activity. The bill would require such a governing body to adopt a written policy concerning what occurrences qualify a member to receive reimbursement of expenses for travel, meals, and lodging and would impose related requirements, including the filing of expense reports, which would be public records.

This bill would also require that if a local agency provides any type of compensation, salary, or stipend to, or reimburses the expenses of, a member of the legislative body, all local agency officials, except a member whose term of office ends before January 1, 2007, in local agency service as of January 1, 2006, or thereafter receive training in ethics, as specified. This bill would provide that if any entity develops criteria for the ethics training, then the Fair Political Practices Commission and the Attorney General shall be consulted regarding any proposed course content. This bill would specify, with respect to certain special districts, how a director's activities on a specific day are determined to be compensable and would make related changes.

**BILL TEXT**

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.**

Section 25008 of the Government Code is amended to read:

**25008.**

Members shall be allowed their actual expenses in going to, attendance upon, and returning from state association meetings and their actual and necessary traveling expenses when traveling outside their counties on official business. Reimbursement for these expenses is subject to Sections 53232.2 and 53232.3.

**SEC. 2.**

Section 36514.5 of the Government Code is amended to read:

**36514.5.**

City council members may be reimbursed for actual and necessary expenses incurred in the performance of official duties. Reimbursement for these expenses is subject to Sections 53232.2 and 53232.3.

**SEC. 3.**

Article 2.3 (commencing with Section 53232) is added to Chapter 2 of Part 1 of Division 2 of Title 5 of the Government Code, to read:

**Article 2.3. Compensation****53232.**

For the purposes of this article, the following terms have the following meanings:

## Agenda Item 4.7

(a) "Governing body" means the board of supervisors in the case of a county or a city and county, the city council or board of trustees in the case of a city, and the board of directors or other governing body in the case of a special district.

(b) "Legislative body" has the same meaning as specified in Section 54952.

(c) "Local agency" means a city, county, city and county, charter city, charter county, charter city and county, or special district.

(d) "Meeting" has the same meaning as specified in subdivision (a) of Section 54952.2.

### **53232.1.**

(a) When compensation is otherwise authorized by statute, a local agency may pay compensation to members of a legislative body for attendance at the following occurrences:

(1) A meeting of the legislative body.

(2) A meeting of an advisory body.

(3) A conference or organized educational activity conducted in compliance with subdivision (c) of Section 54952.2, including, but not limited to, ethics training required by Article 2.4 (commencing with Section 53234).

(b) A local agency may pay compensation for attendance at occurrences not specified in subdivision (a) only if the governing body has adopted, in a public meeting, a written policy specifying other types of occasions that constitute the performance of official duties for which a member of the legislative body may receive payment.

(c) This section shall not apply to any local agency that pays compensation in the form of a salary to members of a legislative body, including, but not limited to, those local agencies whose legislative bodies' compensation is subject to Section 36516 or 36516.1, subparagraph (B) or (C) of paragraph (2) of subdivision (a) of Section 21166 or Section 22840 of the Water Code, Section 11908.1 of the Public Utilities Code, Section 6060 of the Harbors and Navigation Code, or subdivision (b) of Section 1 or Section 5 of Article XI of the California Constitution.

### **53232.2.**

(a) When reimbursement is otherwise authorized by statute, a local agency may reimburse members of a legislative body for actual and necessary expenses incurred in the performance of official duties, including, but not limited to, activities described in Article 2.4 (commencing with Section 53234).

(b) If a local agency reimburses members of a legislative body for actual and necessary expenses incurred in the performance of official duties, then the governing body shall adopt a written policy, in a public meeting, specifying the types of occurrences that qualify a member of the legislative body to receive reimbursement of expenses relating to travel, meals, lodging, and other actual and necessary expenses.

(c) The policy described in subdivision (b) may also specify the reasonable reimbursement rates for travel, meals, and lodging, and other actual and necessary expenses. If it does not, the local agency shall use the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication.

(d) If the lodging is in connection with a conference or organized educational activity conducted in compliance with subdivision (c) of Section 54952.2, including, but not limited to, ethics training required by Article 2.4 (commencing with Section 53234), lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of a legislative body at the time of booking. If the group rate is not available, the member of a legislative body shall use comparable lodging that is consistent with the requirements of subdivisions (c) and (e).

(e) Members of the legislative body shall use government and group rates offered by a provider of transportation or lodging services for travel and lodging when available.

**(f) All expenses that do not fall within the adopted travel reimbursement policy or the Internal Revenue Service reimbursable rates as provided in subdivision (c), shall be approved by the governing body, in a public meeting before the expense is incurred, except as provided in subdivision (d).**

**2.20.100 COMPENSATION OF DIRECTORS**

*(Amended by Resolution 2003-05 adopted on July 21, 2003)*

**2.20.110 Compensation for Board Meetings.** Each Director shall receive compensation in accordance with Section 2.01.050 of the Administration and Personnel Policy for each day's attendance at regular and special meetings of the Board of Directors.

**2.20.120 Compensation for Attendance at District-Related Functions.** Each Director shall receive compensation in accordance with Section 2.01.050 of the Administration and Personnel Policy for each day's attendance at approved conferences, meetings and seminars subject to the policies and limitations contained in this Chapter 2.20. Such compensation shall not include travel days, unless the Director was in attendance at the approved function on the day of travel.

**2.20.130 Policy on Director Travel.** Individual Board members may attend any meeting, conference or seminar of their choosing, but shall only officially represent the District and **receive compensation and/or travel reimbursement for approved travel.** Approved travel shall consist of attendance at meetings, conferences and seminars by an appointed representative or alternate as identified in Section 2.20.140, or which the **Board of Directors has approved by majority vote at a regular or special meeting.** Directors attending a meeting, conference or seminar shall provide information regarding their attendance at the next regular Board meeting.

**2.20.140 Pre-Approved Travel for Assigned District Representatives.** The Board President shall appoint one Director to be the primary representative and one Director as the alternate to the following organizations: Sacramento Groundwater Authority (SGA), Regional Water Authority (RWA), California Special Districts Association (CSDA), Association of California Water Agencies (ACWA) and/or ACWA/Joint Powers Insurance Authority (ACWA/JPIA) and such other ad hoc or special committees approved by a majority of the Board of Directors. The Primary representative or the alternate when the primary representative is not able to be present and requests that the alternate attend, may attend the "regular meetings" of the assigned organization and receive compensation and travel reimbursement without prior approval of the Board of Directors. A "regular meeting" shall only include those recurring scheduled business meetings of the organization on which the District representative sits on the governing board, or the twice-annual general membership conferences held by statewide organizations. **All other meetings, conferences and seminars shall require prior Board approval if the Director wishes to be compensated for attendance and/or receive travel reimbursement.**



**California Special  
Districts Association**

*Districts Stronger Together*

## 2022 SDRMA Spring Education Day

The SDRMA Spring Education Day provides risk management training relating to Property/Liability and Workers' Compensation at no cost. Keynote speaker Gordon Graham will present the Ten Families of Risk. In addition, the SDRMA Board of Directors will conduct their Annual Membership Meeting that will include current insurance market updates and important upcoming renewal information. SDRMA members that attend the Spring Education Day are eligible to earn Credit Incentive Points (CIPs) to reduce their annual contribution for both the Property/Liability and Workers' Compensation Programs.

Three registration options to choose from:

- Keynote & Breakout Sessions
- Governance Foundations \*Additional fee to CSDA members for Governance Foundations workshop
- Safety Specialist Certificate Program

### Agenda

8:00 - 9:00 a.m. Registration and Breakfast Buffet

9:00 - 10:30 a.m. Welcome / Annual Membership Meeting

10:45 a.m. - 12:00 p.m.

General Session: "Ten Families of Risk" - Gordon Graham

*Everything we do in life involves a level of risk – and the same is true with what you do professionally. Since we do thousands of different things at work – how can you possibly start to “Recognize” the real risks you face. In this brief (1 to 3 hours depending on other programs selected) program, Gordon puts all of the “risks” you face into ten families. This makes the “Recognition”, “Prioritization” (what is important now) and “Mobilization” (doing something to change outcomes) approach to addressing risks proactively so we can reduce exposure from that given risk.*

10:45 a.m. - 3:45 p.m.

SDRMA Safety Specialist Certificate Program - Henri Castro, CSP

*The Safety Specialist Certificate Program was developed with specific course criteria for individuals of member agencies with courses focused on loss prevention and safety training. Upon completion, participants will earn a certificate that can be renewed after 2 years. In*

*addition, member agency's are eligible for Credit Incentive Points.*

*10:45 a.m. - 3:45 p.m.*

**SDLA Governance Foundations Workshop – Hilary Straus, CSDM**

*This course teaches the foundational knowledge and skills that identify and define the essential building blocks of a successful board, focusing on the critical elements of governance: effective trustees, board mindset, structure, process and protocols, individual/team standards, and the board's role and responsibilities.*

*12:00 - 1:00 p.m. Luncheon*

### **Breakout Sessions**

*1:00 - 2:15 p.m.*

**Breakout Session 1A: Property/Liability**

**“How to Investigate Employment Related Claims“ - Debbie Yokota, ARM**

*EEOC claims can be some of the most expensive and hard to defend claims for a public entity.*

*There is a way to properly investigate these types of employment related claims, although most are investigated by persons with little training or understanding of EEOC law. Failure to comply with the set EEOC investigative rules can result in a retaliation suit against the employer.*

*1:00 - 2:15 p.m.*

**Breakout Session 1B: Workers' Compensation**

**“Responding to a Workplace Injury! Aiding you and your employees at the onset of an injury 24/7/365 for care advice, referral, and claim reporting“**

**- Danny Pena, SDRMA; Martha Stabelfeldt, Company Nurse**

*We know that you wear many hats. This session will aid you and your supervisors in understanding what to do in the unfortunate event of a work-related accident or illness that will ensure that your employees' needs are met respect to triage through Company Nurse 24/7/365. This session will be interactive and will allow attendees to ask questions regarding this value-added service provided by SDRMA.*

*2:30 - 3:45 p.m.*

**Breakout Session 2A: Property/Liability**

**“Cyber Crimes in Today's Pandemic” - Debbie Yokota, ARM**

*Cyber criminals are increasingly targeting public agencies and the pandemic with more public agency employees working remotely have increased this exposure. We will explore different ways to reduce your exposure.*

*2:30 - 3:45 p.m.*

**Breakout Session 2B: Workers' Compensation**

**“What every employer should know about the California Workers' Compensation System”**

**-Joel E. Kautz, Esq. & Chuck Templeton, Esq., Lenahan, Slater, Pearse & Majernik LLP;**

**Danny Peña, SDRMA**

*Join Joel E. Kautz, Esq. & Chuck Templeton, Esq with Lenahan, Slater, Pearse & Majernik LLP as they provide their perspective regarding California Workers Compensation benefit delivery system. This session will provide a very high-level overview of the benefits afforded under the*

*system, as well as presumptions, apportionment, defenses, employer responsibilities, litigation, and settlements.*

Free to SDRMA members and CSDA members\*

\*Additional fee to CSDA members for Governance Foundations workshop on this day

HOTEL ROOM RESERVATIONS: Room reservations are available [here](#) or by calling the hotel at (916) 922-4700 ext. 1 and mention the group rate code "SED" at the rate of \$135 plus tax, single or double occupancy. The room reservation cut-off is March 7, 2022; however, space is limited and may sell out before this date.

Price

0.00

When

3/22/2022 9:00 AM - 4:00 PM

Where

Hilton Sacramento Arden West 2200 Harvard Street Sacramento, CA 95815 UNITED STATES

Last day to register is 3/21/2022

My registration status: Not registered

## Program Options

- Only display program items in registrant's itinerary

## Tuesday, 22 March 2022

### [Register for Governance Foundations](#)

Governance Foundations - This course teaches the foundational knowledge and skills that identify and define the essential building blocks of a successful board, focusing on the critical elements of governance: effective trustees, board mindset, structure, process and protocols, individual/team standards, board's role and responsibilities.

Price

0.00

3/22/2022

### [Register for Keynote & Breakout Sessions](#)

Price

0.00

3/22/2022

### [Safety Specialist Certificate Program](#)



[Register for Governance Foundations](#)

Governance Foundations - This course teaches the foundational knowledge and skills that identify and define the essential building blocks of a successful board, focusing on the critical elements of governance: effective trustees, board mindset, structure, process and protocols, individual/team standards, board's role and responsibilities.

Price

0.00

3/22/2022

Price

0.00

3/22/2022



**Information Items**  
**Agenda Item: 5.1**

**Date:** February 28, 2021

**Subject:** District Reports

**Staff Contact:** Timothy R. Shaw, General Manager

**1. DISTRICT ACTIVITY REPORT**

1. Operations Report
2. Completed and Pending Items Report
3. Conservation Report
4. Leak Repair Status Report
5. GM Minor Budget Revisions No. 2 for FY 2021/2022
6. RLECWD Employees General Unit MOU, November 12, 2021 to November 12, 2024.
7. Correspondence and Notices from State Water Resources Control Board Regarding Readoption of Hexavalent Chromium Maximum Contamination Level.

# RIO LINDA/ELVERTA C.W.D. 2022

## REPORT OF DISTRICT OPERATIONS

51

### SOURCE WATER DATA

#### Water Production (Million Gallons)

January	February	March	April	May	June	<b>Year To Date</b>
40.7						
40,708,764						
July	August	Sept.	Oct.	Nov.	Dec.	<b>Year To Date</b>

		Monthly Total		
Gallons = Multiply M.G. by:	1,000,000	40,708,764	Gallons	40,708,764
Cubic Feet = Divide gallons by:	7.48	5,442,348	Cubic Feet	5,442,348
Hundred Cu Ft. = Divide cu. ft. by:	100	54,423	Hundred Cubic Feet	54,423
Acre Ft. = Divide gallons by:	325,829	124.94	Acre Ft.	125

### DISTRIBUTION SYSTEM DATA

#### Water Quality Complaints

#### Complaints Total (Low Psi Complaints)

January	February	March	April	May	June	<b>Year To Date</b>
0						
July	August	Sept.	Oct.	Nov.	Dec.	<b>Year To Date</b>

#### New Services

New Construction	0	0
Existing Homes	0	0
Paid prior to increase. (2 not installed)	0	0
<b>Total of Service Connections to Date</b> ----->		<b>4648</b>

#### Distribution System Failures/Repairs

Deterioration January 1 thru 31	5	5
Damaged January 1 thru 31	1	1

#### Bacteriological Sampling

Routine Bacteriological Samples (Distribution System)	16	16
Raw Water Bacteriological Samples (at Wells)	1	1

#### January 1, 2022 - January 31, 2022

**6 - Distribution leaks repaired by District staff, 0 - by Contractor or with Contractor assistance.**

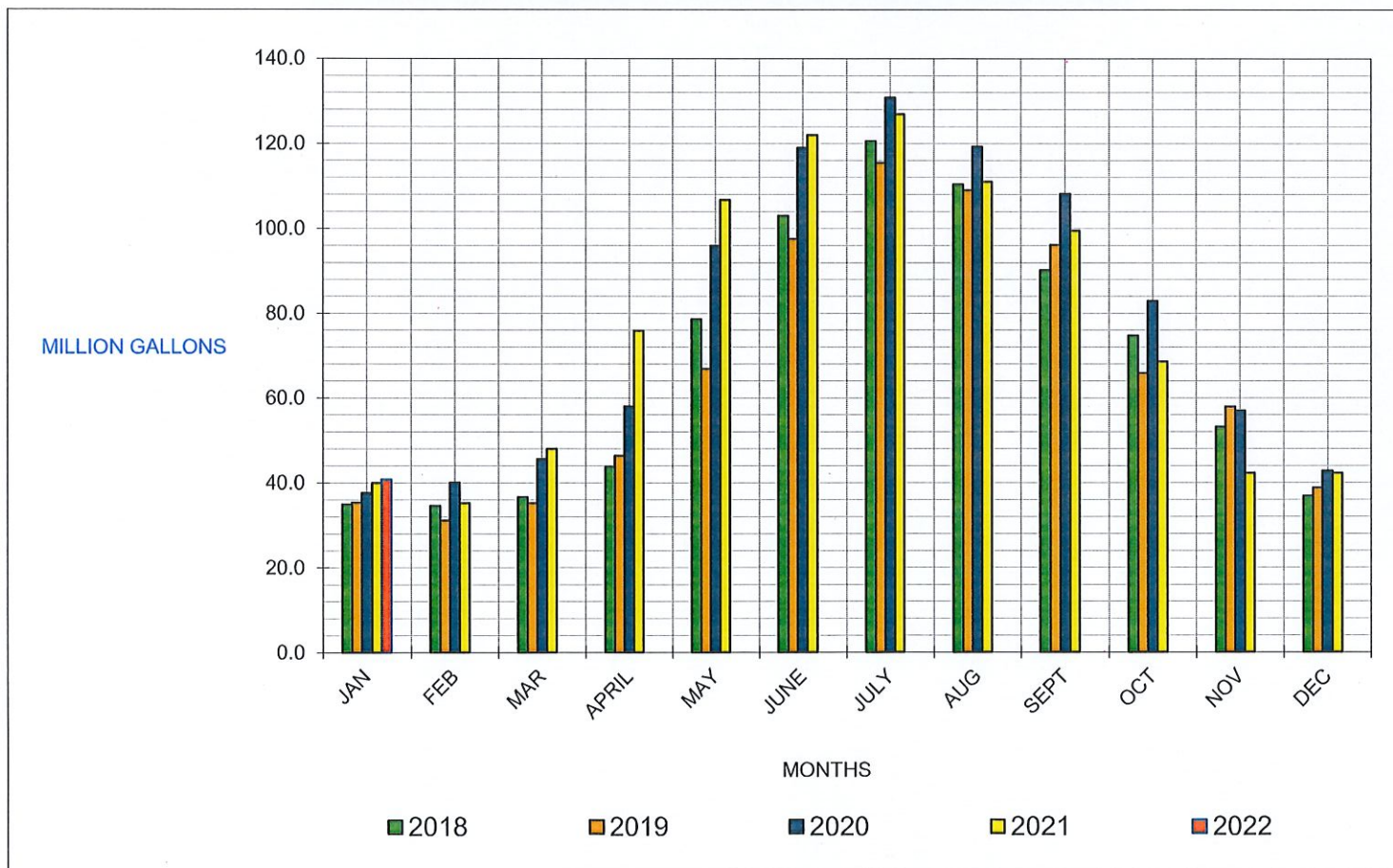
Work Orders Issued - 92	Work Orders Completed - 62	USA's Issued - 99
Backflow Test - 4	Backflow Test - 4	
Change Out Meter - 33	Change Out Meter - 6	
Conservation - 10	Conservation - 7	
Disconnect Service - 7	Disconnect Service - 7	
Flow Test - 3	Flow Test - 2	
Get Current Read - 1	Get Current Read - 1	
Hydrant Repair - 1	Line Leak - 1	
Line Leak - 1	Other Work - 2	
Other Work - 2	Possible Leak - 15	
Possible Leak - 16	Re-Read Meter - 1	
Re-Read Meter - 1	Tag Property - 11	
Tag Property - 8	Turn Off Service - 4	
Turn Off Service - 4	Turn On Service - 1	
Turn On Service - 1		

## RIO LINDA/ELVERTA C.W.D.

### WATER PRODUCTION

2018 \ 2022

Month	Water Production in Million Gallons					Avg.	SSWD Water Purchases				
	2018	2019	2020	2021	2022		2018	2019	2020	2021	2022
JAN	34.8	35.3	37.6	39.9	40.7	37.7	0.0	0.0	0.0	0.0	0.0
FEB	34.5	31.1	40.0	35.2		35.2	0.0	0.0	0.0	0.0	
MAR	36.5	35.1	45.5	47.9		41.3	0.0	0.0	0.0	0.0	
APRIL	43.7	46.3	57.9	75.8		55.9	0.0	0.0	0.0	0.0	
MAY	78.5	66.8	95.9	106.6		87.0	0.0	0.0	0.0	0.0	
JUNE	102.9	97.5	118.9	121.9		110.3	0.0	0.0	0.0	0.0	
JULY	120.5	115.4	130.7	126.8		123.4	0.0	0.0	0.0	0.0	
AUG	110.3	108.9	119.2	110.9		112.3	0.0	0.0	0.0	0.0	
SEPT	90.1	96.1	108.1	99.4		98.4	0.0	0.0	0.0	0.0	
OCT	74.7	65.8	82.8	68.5		73.0	0.0	0.0	0.0	0.0	
NOV	53.1	57.8	56.9	42.2		52.5	0.0	0.0	0.0	0.0	
DEC	36.8	38.7	42.7	42.2		40.1	0.0	0.0	0.0	0.0	
<b>TOTAL</b>	<b>816.4</b>	<b>794.8</b>	<b>936.2</b>	<b>917.3</b>	<b>40.7</b>	<b>866.2</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>





**PENDING AND COMPLETED ITEMS  
2-28-2022 BOARD OF DIRECTORS MEETING**

1. **SB-606 and AB-1668 planning for compliance** – The next steps entail reaching out to customers to promote the opportunity for accessing consumption data and continuing our efforts with Commercial Industrial Institutional (CII) customers to implement best management practices. It has already become apparent that the Twin Rivers Unified School District will be particularly challenging. It may be a long row to hoe. . **Pending**
2. **Hexavalent Chromium MCL economic feasibility** The latest public disclosure from the State Water Resources Control Board projects the Notice of Proposed Rulemaking to be published around the middle of 2022 **Pending**
3. **District outreach to customers following implementation of a new rate structure focused on consumption in compliance with SB 606 / AB 1668 requirements** – The pilot testing phases of Innov8 / WaterScope were successful. The Resolution establishing a fee for the cost of service was adopted by the Board on January 25th. Staff has been expending resources on other pressing matters, but anticipates opportunities to perform the necessary outreach soon **Pending**
4. **Collective Bargaining Agreement Renewal** – The MOU has been signed by everyone except Legal Counsel (“approved as to legal sufficiency) **Completed**
5. **Disposition of Surplus Assets**, The auction of the surplus assets was completed. The dump truck, the Jeep and the vacuum trailer generated over \$25,000 **Completed**
6. **Resolution Declaring an Election**, With 2022 being an election year for two seats on the Board, the District will need to adopt a Resolution to participate in the County’s general election. **Pending**



## Conservation Report *January 2022*



<b>Supplies (kits):</b>	Shower heads(0) Kitchen Aerators(0) Bathroom Aerators(0) Shower Timer(0) Nozzle(0) Toilet Tabs(8) Moisture Meters(0) Water Bottles(0) Toilet Tummy(0) Retro-Fit Kits(0) Welcome Kits(0) Kids Kit(0)
<b>Water Waste</b>  (calls, emails, letter, leaks detected, and fixed):	0 Water Waste Call(s) 141 were contacted about Higher than Normal Water Usage 210 were contacted about possible leaks using the AMI system - 7 were called, 201 was emailed, 2 tag was hung 43 were confirmed resolved
<b>Water Schedule:</b>	given to customers with all violation letters and new applications
<b>Surveys</b>	0
<b>Workshops, Webinar, Meetings:</b>	None
<b>Fines:</b>	None
<b>Other Tasks:</b>	<ul style="list-style-type: none"> <li>● Assisted with new customers</li> <li>● Created/completed work orders</li> <li>● Disconnect properties with no service application</li> <li>● Notified and offered customers the ACH payment method</li> <li>● Closed accounts and final billed customers</li> <li>● Printed stamps</li> <li>● Mailed out application requests to new owners</li> <li>● Scanned and uploaded documents into UMS</li> <li>● Reached out to customers with higher than normal water usage</li> <li>● Verbal Demands</li> <li>● Rereads for 1/20/22 billing cycle</li> <li>● Created Newsletter for 1/20/22 billing cycle</li> <li>● Created Report for High Usage Exceptions</li> </ul>
<b>Grant Updates:</b>	None

## 2022 Leak - Repair Tracking

	Work Order #	Leak Type	Street	Date Reported	Date Repaired	Days
1	22863	Service Line	Beamer Way	12/27/2021	1/11/2022	16
2	23003	Service Line	Elwyn Ave	12/16/2022	1/6/2022	20
3	23052	Service Line	24th Street	1/12/2022	1/13/2022	2
4	None	Main	Elkhorn - W2nd St	1/13/2022	1/13/2022	1Hr
5	23106	Service Line	G Street	1/24/2022	1/25/2022	2
6	23109	Service Line	G Street	1/25/2022	1/25/2022	1
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**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT  
OPERATING BUDGET 2021-2022**

January 24, 2022

**3.07.500 Minor Revisions and reallocations between line items by General Manager; February 28, 2022 Revision 2**

			CURRENT 2021-2022 BUDGET	REVISED 2021-2022 BUDGET	DIFFERENCE	EXPLANATION
<b>REVENUE</b>						
	<b>40000 OPERATING REVENUE</b>					
	<b>40100 Water Service Rates</b>					
	40101	Basic Service Charge	1,242,605.00	1,242,605.00	0.00	
	40102	Usage Charge	1,448,065.00	1,448,065.00	0.00	
	40105	Backflow Charge	28,300.00	28,300.00	0.00	
	40106	Fire Prevention	20,400.00	20,400.00	0.00	
		<b>Total Water Service Rates</b>	<b>2,739,370.00</b>	<b>2,739,370.00</b>	<b>0.00</b>	
	<b>40200 Water Service Fees</b>					
	40201	Application Fees	6,500.00	6,500.00	0.00	
	40202	Delinquency	90,000.00	90,000.00	0.00	
	40209	Misc. Charges	7,000.00	7,000.00	0.00	
		<b>Total Water Services</b>	<b>103,500.00</b>	<b>103,500.00</b>	<b>0.00</b>	
	<b>40300 Other Water Service Fees</b>					
	40301	New Construction QC	4,000.00	4,000.00	0.00	
	40302	Service Connection Fees	10,000.00	10,000.00	0.00	
	40304	Other Operating Revenue	6,000.00	6,000.00	0.00	
	40305	Grant Revenue-Operating	0.00	0.00	0.00	
		<b>Total Other Water Service Fees</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>0.00</b>	
	<b>TOTAL OPERATING REVENUE</b>		<b>2,862,870.00</b>	<b>2,862,870.00</b>	<b>0.00</b>	
	<b>41000 NON-OPERATING REVENUES</b>					
	41110	Investment Revenue	300.00	300.00	0.00	
	41120	Property Taxes & Assessments	95,700.00	95,700.00	0.00	
	<b>TOTAL NON-OPERATING REVENUE</b>		<b>96,000.00</b>	<b>96,000.00</b>	<b>0.00</b>	
<b>TOTAL REVENUE</b>			<b>\$2,958,870.00</b>	<b>\$2,958,870.00</b>	<b>0.00</b>	

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**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT  
OPERATING BUDGET 2021-2022**

January 24, 2022

**3.07.500 Minor Revisions and reallocations between line items by General Manager; February 28, 2022 Revision 2**

			CURRENT 2021-2022 BUDGET	REVISED 2021-2022 BUDGET	DIFFERENCE	EXPLANATION
<b>OPERATING EXPENSE</b>						
<b>60010 PROFESSIONAL FEES</b>						
60011	General Counsel fees-Legal		\$15,000.00	\$15,000.00	\$0.00	
60012	Auditor Fees		12,050.00	12,050.00	0.00	
60013	Engineering Services		70,000.00	70,000.00	0.00	
60015	Other Professional Fees		3,000.00	3,000.00	0.00	
	<b>TOTAL PROFESSIONAL FEES</b>		<b>100,050.00</b>	<b>100,050.00</b>	<b>0.00</b>	
<b>60100 PERSONNEL SERVICES</b>						
60110	<b>Salaries &amp; Wages</b>					
60111	Salary - General Manager		119,846.00	119,846.00	0.00	
60112	Staff Regular Wages		623,806.00	623,806.00	0.00	
60113	Contract Extra Help		0.00	0.00	0.00	
60114	Staff Standby Pay		18,250.00	18,250.00	0.00	
60115	Staff Overtime Pay		8,500.00	8,500.00	0.00	
	<b>Total Salaries &amp; Wages</b>		<b>770,402.00</b>	<b>770,402.00</b>	<b>0.00</b>	
60150	<b>Employee Benefits and Expenses</b>					
60151	PERS Retirement		113,300.00	113,300.00	0.00	
60152	Workers Compensation		13,022.00	13,022.00	0.00	
60153	Medical & Benefit Insurance		214,140.00	209,005.00	(5,135.00)	Decreased to adjust for GL 60260 & 60550
60154	Retirees Insurance		36,200.00	36,200.00	0.00	
60155	Staff Training		5,000.00	5,000.00	0.00	
60157	Uniforms		5,400.00	5,400.00	0.00	
60158	Payroll Taxes		60,107.00	60,107.00	0.00	
60159	Payroll Services		1,400.00	1,400.00	0.00	
60160	457 Employer Contribution		15,000.00	15,000.00	0.00	
	<b>Total Employee Benefits and Expenses</b>		<b>463,569.00</b>	<b>458,434.00</b>	<b>(5,135.00)</b>	
	<b>TOTAL PERSONNEL SERVICES</b>		<b>\$1,233,971.00</b>	<b>\$1,228,836.00</b>	<b>(\$5,135.00)</b>	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT  
OPERATING BUDGET 2021-2022**

January 24, 2022

**3.07.500 Minor Revisions and reallocations between line items by General Manager; February 28, 2022 Revision 2**

			CURRENT 2021-2022 BUDGET	REVISED 2021-2022 BUDGET	DIFFERENCE	EXPLANATION
<b>60200 ADMINISTRATION</b>						
	60205	Bank and Merchant Fees	\$3,500.00	\$3,500.00	\$0.00	
	60207	Board Meeting Expense	11,370.00	11,370.00	0.00	
	60210	<b>Building Expenses</b>				
	60211	Office Utilities	6,750.00	6,750.00	0.00	
	60212	Janitorial	2,340.00	2,340.00	0.00	
	60213	Maintenance	3,200.00	3,200.00	0.00	
	60214	Security	775.00	775.00	0.00	
		<b>Total Building Expenses</b>	<b>13,065.00</b>	<b>13,065.00</b>	<b>0.00</b>	
	60220	<b>Computer &amp; Equipment Maint.</b>				
	60221	Computer Systems	30,000.00	30,000.00	0.00	
	60222	Office Equipment	2,160.00	2,160.00	0.00	
		<b>Total Computer &amp; Equipment Maint.</b>	<b>32,160.00</b>	<b>32,160.00</b>	<b>0.00</b>	
	60230	Office Expense	5,225.00	5,225.00	0.00	
	60240	Postage and Delivery	20,000.00	20,000.00	0.00	
	60250	Printing	7,000.00	7,000.00	0.00	
	60255	Meetings & Conferences	500.00	500.00	0.00	
	60260	Publishing	600.00	735.00	135.00	Increased to adjust for actual
	60270	Telephone & Internet	4,200.00	4,200.00	0.00	
	60430	<b>Insurance</b>				
	60431	General Liability	25,000.00	25,000.00	0.00	
	60432	Property	7,200.00	7,200.00	0.00	
		<b>Total Insurance</b>	<b>32,200.00</b>	<b>32,200.00</b>	<b>0.00</b>	
	60500	<b>Water Memberships</b>				
	60501	SAWWA	0.00	0.00	0.00	
	60503	SGA	29,955.00	29,955.00	0.00	
	60504	ACWA	11,140.00	11,140.00	0.00	
	60505	CSDA	7,615.00	7,615.00	0.00	
	60507	CRWA	1,367.00	1,367.00	0.00	
		<b>Total Water Memberships</b>	<b>50,077.00</b>	<b>50,077.00</b>	<b>0.00</b>	
	60550	Permits & Fees	32,000.00	37,000.00	5,000.00	Increased to adjust for 27% increase in State Water Resource Control Board annual large water permit
	60555	Subscriptions & Licensing	2,120.00	2,120.00	0.00	
	60560	Elections	0.00	0.00	0.00	
	60565	Uncollectable Accounts	2,250.00	2,250.00	0.00	
	60570	Other Operating Expenditures	500.00	500.00	0.00	
		<b>TOTAL ADMINISTRATION</b>	<b>\$216,767.00</b>	<b>\$221,902.00</b>	<b>\$5,135.00</b>	

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**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT  
OPERATING BUDGET 2021-2022**

January 24, 2022

**3.07.500 Minor Revisions and reallocations between line items by General Manager; February 28, 2022 Revision 2**

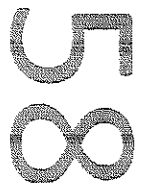
			CURRENT 2021-2022 BUDGET	REVISED 2021-2022 BUDGET	DIFFERENCE	EXPLANATION
	<b>64000</b>	<b>CONSERVATION</b>				
	64001	Community Outreach	300.00	300.00	0.00	
	64005	Other Conservation Programs	0.00	0.00	0.00	
		<b>TOTAL CONSERVATION</b>	<b>300.00</b>	<b>300.00</b>	<b>0.00</b>	
	<b>65000</b>	<b>FIELD OPERATIONS</b>				
	<b>65100</b>	<b>Other Field Operations</b>				
	65110	Backflow Testing	\$3,000.00	\$3,000.00	\$0.00	
	65120	Construction Equipment Maintenance	9,000.00	9,000.00	0.00	
	65130	Field Communication	3,400.00	3,400.00	0.00	
	65140	Field IT	35,000.00	35,000.00	0.00	
	65150	Laboratory Services	24,000.00	24,000.00	0.00	
	65160	Safety Equipment	5,000.00	5,000.00	0.00	
	65170	Shop Supplies	7,000.00	7,000.00	0.00	
		<b>Total Other Field Operations</b>	<b>86,400.00</b>	<b>86,400.00</b>	<b>0.00</b>	
	65200	Treatment	25,000.00	25,000.00	0.00	
	<b>65300</b>	<b>Pumping</b>				
	65310	Maintenance	25,000.00	25,000.00	0.00	
	65320	Electricity and Fuel	260,000.00	260,000.00	0.00	
		<b>Total Pumping</b>	<b>285,000.00</b>	<b>285,000.00</b>	<b>0.00</b>	
	<b>65400</b>	<b>Transmission &amp; Distribution</b>				
	65410	Distribution Supplies	60,000.00	59,950.00	(50.00)	Decreased to adjust for 65430
	65430	Tank Maintenance	800.00	850.00	50.00	Increased to adjust for actual
	65440	Contract Repairs	20,000.00	20,000.00	0.00	
	65450	Valve Replacements	15,000.00	15,000.00	0.00	
	65460	Paving Repairs	25,000.00	25,000.00	0.00	
		<b>Total Transmission &amp; Distribution</b>	<b>120,800.00</b>	<b>120,800.00</b>	<b>0.00</b>	
	<b>65500</b>	<b>Transportation</b>				
	65510	Fuel	15,000.00	15,000.00	0.00	
	65520	Maintenance	6,000.00	6,000.00	0.00	
		<b>Total Transportation</b>	<b>21,000.00</b>	<b>21,000.00</b>	<b>0.00</b>	
		<b>TOTAL FIELD OPERATIONS</b>	<b>\$538,200.00</b>	<b>\$538,200.00</b>	<b>\$0.00</b>	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT  
OPERATING BUDGET 2021-2022**

January 24, 2022

**3.07.500 Minor Revisions and reallocations between line items by General Manager; February 28, 2022 Revision 2**

			CURRENT 2021-2022 BUDGET	REVISED 2021-2022 BUDGET	DIFFERENCE	EXPLANATION
<b>TOTAL OPERATING EXPENSES</b>			\$2,089,288.00	\$2,089,288.00	\$0.00	
<b>NON OPERATING EXPENSES</b>						
	<b>69010 Debt Service</b>					
	69100	Revenue Bond 2015				
	69105	Revenue Bond 2015-Principle	148,158.00	148,158.00	0.00	
	69120	Interest	53,111.00	53,111.00	0.00	
		<b>Total Revenue Bond 2015</b>	<b>201,269.00</b>	<b>201,269.00</b>	<b>0.00</b>	
	69125	<b>AMI Meter Loan</b>				
	69130	Principle	51,344.00	51,344.00	0.00	
	69135	Interest	7,170.00	7,170.00	0.00	
		<b>Total AMI Meter Loan</b>	<b>58,514.00</b>	<b>58,514.00</b>	<b>0.00</b>	
	69200	<b>PERS ADP Loan</b>				
	69205	Principle	30,000.00	30,000.00	0.00	
	69210	Interest	1,850.00	1,850.00	0.00	
		<b>Total PERS ADP Loan</b>	<b>31,850.00</b>	<b>31,850.00</b>	<b>0.00</b>	
		<b>69400 Other Non Operating Expense</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>0.00</b>	
<b>TOTAL NON OPERATING EXPENSES</b>			<b>\$294,633.00</b>	<b>\$294,633.00</b>	<b>\$0.00</b>	
<b>TOTAL EXPENSE</b>			<b>\$2,383,921.00</b>	<b>\$2,383,921.00</b>	<b>\$0.00</b>	
<b>NET INCOME (Income-Expense)</b>			<b>\$574,949.00</b>	<b>\$574,949.00</b>	<b>\$0.00</b>	





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# MEMORANDUM OF UNDERSTANDING

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November 12, 2021 to November 12, 2024



THE RIO LINDA/ELVERTA  
COMMUNITY WATER  
DISTRICT

AND

THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT GENERAL  
UNIT

730 L Street Rio Linda, CA

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## **Article I. PURPOSE**

Section 1.01 It is the purpose of this Memorandum of Understanding (also referred to herein as “MOU” and “Agreement”) to promote and provide for harmonious relations, cooperation and understanding between Rio Linda/Elverta Community Water District (referred to hereinafter as “Employer” or “District”) and the Rio Linda/Elverta Community Water District General Unit (referred to hereinafter as “Union”) and the employees covered herein; to provide orderly means of attempting to resolve misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions, of employment of the employees covered hereby.

The negotiations for this MOU included the mutual agreement that some subject matter is better suited for inclusion as policies in the Personnel Handbook, e.g. the teleworking. The parties have agreed that the employer will implement and incorporate the following policy into the Personnel Handbook:

- Telework

The parties agree the District’s Personnel Handbook shall be applicable to bargaining unit employees, provided, however, that to the extent any policy contained in the District’s Personnel Handbook is in conflict with the provisions of this MOU, the provisions of the MOU shall prevail. Further, revisions to any policy having an impact on wages, benefits and working conditions remain subject to meet and confer requirements. The provisions of this MOU and the District Personnel Handbook shall be interpreted and administered in accordance with state and federal law.

## **Article II. NON-DISCRIMINATION**

Section 2.01 The District and the Union agree not to discriminate against any employee for employment on account of his/her race, color, sex, veteran status, national origin, age, marital status, mental or physical disability, religion, sexual orientation, medical condition, gender identification, genetic background, military status, membership in the Union, or because of any lawful activities on behalf of the Union.



### **Article III. IMPLEMENTATION**

Section 3.01 This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the District's Board of Directors. This Memorandum of Understanding shall not be binding upon the parties in whole or in part unless and until said Board of Directors formally approves said Memorandum of Understanding. Additionally, this MOU shall not be binding in whole or in part unless and until it is ratified by a simple majority of Union members.

Section 3.02 Signing Bonus -On or about the first pay period following the full execution of this memorandum of understanding, the District will pay each represented employee the sum of one thousand two hundred fifty dollars (\$1,250). This is a one-time, lump-sum payment. Both parties agree that this signing bonus is non-pensionable. Further, both parties agree that this signing bonus is taxable, except that each employee, at his/her sole discretion, may elect to designate all or part of the signing bonus to be deposited into that employee's IRS Section 457 Deferred Compensation account.

### **Article IV. PLEDGE OF COOPERATION**

Section 4.01 Pledge of Cooperation: The parties to this MOU realize that resolutions which are in the best interest of the Union, employees and District, in the long run, are largely identical and all parties will benefit by a continuous, peaceful relationship and intelligent, constructive efforts to resolve any differences that may arise.

Section 4.02 The District and the Union have entered into a partnership that will ensure efficient and profitable operations while pledging to work together to best serve the needs of the District's customers.

Section 4.03 Labor and Management Advisory Committee: The District and the General Unit agree to form a committee with the designated objective of maintaining and improving the District's capacity to attract and retain qualified personnel resources. The committee will meet at least semi-annually, e.g. May and November of each calendar year. The committee will be comprised of the General Manager and three or more Unit employees to ensure a representation of the various areas of service specialties and employment dynamics within the District, e.g. operations, customer service, entry level and seasoned. The employee members of this committee may invite their Union Business Representative to participate as needed. The committee will exercise both a near-term and long-range focus on goals and means for maintaining and improving the District's capacity for attracting and retaining employees sufficiently qualified to meet the Districts current and future needs. Areas of focus will include compensation, professional development, lateral transfers/promotion and industry trends. Committee meetings will normally be held at District facilities during normal business hours. The

committee will draft and submit a written report of their findings and opinions to the RLECWD Board of Directors.

## RECOGNITION/UNION MEMBERSHIP

Section 4.04 Union Recognition: The District recognizes the Union as the exclusive bargaining representative for all Regular Full Time and Regular Part Time employees employed by the District in its General Unit, the classifications of which are set forth below. The District and the Union recognize the right of the employees to join the Union or not, and will not interfere with that right.

### General Unit Classifications:

1. Laborer
2. Water Utility Worker
3. Distribution System Operator I
4. Distribution System Operator II
5. Distribution System Operator III
6. Distribution System Operator III/Foreman
7. Operations Superintendent
8. Administrative Assistant
9. Customer Service Technician I
10. Customer Service Technician II
11. Customer Service Tech I /Conservation Coordinator
12. Accounting Specialist
13. Water System Operator
14. Water System Operator II
15. Water System Foreman
16. Water System Superintendent

The Water System Operator, Water System Operator II, Water System Foreman, and Water System Superintendent position descriptions and associated pay scales were negotiated as an integral part of this agreement. Both parties understand the transitions of currently represented employees into these new position descriptions will be performed pursuant to the District's Lateral Transfer / Promotion Policy. These new position descriptions are anticipated to be necessary subsequent to the State Water Resources Control Board's (SWRCB) announced intention to re-establish a Maximum Contaminant Level for Hexavalent Chromium (Chrome 6 MCL). As of the drafting of this agreement, the SWRCB remains on the cusp of publishing a Notice of Proposed Rulemaking for Chrome 6 MCL. If/when the SWRCB published the Notice of Proposed Rulemaking for the Chrome 6 MCL, and the re-established Chrome 6 MCL is less than or equal to the concentration of Hexavalent Chromium produced by several, existing District groundwater

wells (i.e., well head water treatment will become necessary), the District will initiate filling the new positions descriptions via the Lateral Transfer / Promotion Policy. The intuition of filling these new positions will begin no later than 6-months after the SWRCB published the Notice of Proposed Rulemaking for Chrome 6 MCL and the re-established Chrome 6 MCL requires well head treatment at the District.

The transitions described above have the following stipulations:

- Water System Superintendent and Water System Foreman will start at step 3 of the 6-step pay scale.
- Water System Operator and Water System Operator II will start at step 1 of the 6-step pay scale.
- Following the transition of existing employees into the new positions, and when there are no employees in the corresponding prior positions i.e., the old positions are vacant with no employees in the prior positions, the District may formally declare the old position descriptions to be inactive. For example, assuming the Distribution System Operator III Foreman is promoted to Water System Foreman, the District may formally declare the Distribution System Operator III Foreman to be an inactive position.

The District shall notify the Union, in writing, of all new hires within seven (7) days after the initial hire date. The information provided by the District regarding new hires shall contain name, job title, department, work location, work, home, and personal cellular phone numbers, personal email on file with the District and home address. Notwithstanding the foregoing, District shall not disclose the personal email address, cellular and/or home phone number and/or home address of any employee who submits a written request that such information remain private. The District shall provide a list of all previously stated information for all employees working for the District in the covered classifications once every 120 days (January 1, May 1 and September 1 of every year), with the exception of those employees who have requested in writing that the information remain private.

When a new employee orientation is scheduled, the Union will receive an invitation to such at least ten (10) days in advance of scheduled date of orientation, unless there is an unforeseeable urgent need requiring a shorter notice period, pursuant to California Government Code section 3556. District will allow the Union to meet with new employees hired into the bargaining unit for a total of 30 minutes during the employee orientation.

Payment of dues shall be by payroll deduction, after the District receives written authorization from the Union to make these deductions. Upon receipt of written certification by the Union that an employee has signed a deduction authorization, the District will deduct the appropriate dues or

fees from the employee's pay, as established and as may be changed from time to time by the Union, and will remit such dues or fees to the Union. Payroll deductions for members authorizing dues deduction will become effective the first of the pay period following the date the District receives written authorization from the Union to make dues deductions. .

Employee requests to cancel or change deductions must be directed to the Union, rather than District. Payroll deductions will cease or be modified upon receipt of written certification from the Union that the employee has revoked or modified the deduction authorization for dues or fees. Revocations or modifications of authorizations will become effective the first of the pay period following District's receipt of the written certification of revocation or modification. Neither the District nor the Union will discriminate against any Unit member because of the exercise of their statutory rights.

In accordance with Government Code section 1157.12, the Union agrees to hold the District harmless from all claims, demands, suits or other forms of liability that may arise against the District for or on account of any deduction made from the wages of such employees pursuant to this memorandum of understanding

## **Article V. CATEGORIES FOR APPOINTMENT**

Section 5.01 The following categories of appointment may be made by the General Manager in conformity with the rules established:

- a. Regular Full-Time Employees. A regular full-time employee normally works at least forty (40) hours per week on a continuing indefinite basis. Such employees are subject to all District rules and policies and receive all benefits and rights as provided by this MOU.
- b. Regular Part-Time Employees. A regular part-time employee normally works less than 40 hours per week, but works on a regularly scheduled basis. Such employees are subject to all District rules and policies and receive all benefits and rights as provided by this MOU. Unless otherwise provided in this MOU or required by law, those rights or benefits shall be in proportion to their work hours, when financial or other numerical calculations are involved.
- c. Temporary Employees. Temporary employees may be appointed by the General Manager for up to one hundred and twenty (120) days. Temporary employees serve at the will and pleasure of the General Manager and may be terminated with or without cause and without right of appeal, hearing or grievance. Temporary employees are ineligible for benefits.

- d. Contract Services. Except as provided hereinafter, District retains the right, in its sole discretion, to contract out of office and operational fieldwork. The General Manager, in his or her sole discretion, may authorize the contracting out of office services and operational field work to supplement Regular Employees, provided, however, District agrees that it will not subcontract if it would reduce the work level of employees employed as of the effective date of this MOU.

#### **Article VI. PROBATIONARY PERIOD**

Section 6.01 All regular appointments shall be tentative and subject to a probationary period fixed by the General Manager at the time of appointment of not less than six (6) months nor more than twelve (12) months. The probationary period may not be extended beyond the length of time initially established, unless mutually agreed to between the employee and General Manager.

Section 6.02 The probationary period shall be regarded as part of the selection process. It shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to the position, and for rejecting a probationary employee whose performance does not meet acceptable standards of work.

Section 6.03 A performance report of each probationary employee shall be made by the General Manager. The employee performance valuation report shall be prepared by the General Manager upon the completion of the employee's third, and sixth month of employment. Thereafter, they shall be prepared every three months until the end of the probationary period.

Section 6.04 During the probationary period, an employee may be suspended, demoted, or terminated at any time by the General Manager without cause and without the right to appeal or to submit a grievance.

#### **Article VII. WAGES**

Section 7.01 Base pay for covered classifications shall be defined as the regular rate of pay for that classification exclusive of overtime, incentive or certification pay, bonuses or any other compensation, reimbursement or recompense. The base pay shall be as set forth in the Wage Schedule for covered classifications, in Exhibit 'A',

- a. Employees shall receive a Cost of Living Adjustment (COLA) not to exceed three and one-half percent (3.5% ) retroactive to the pay period immediately prior to December 1, 2021. A rollover credit of two and one-half percent (2.5%) will be carried over to be made available to augment subsequent year COLAs up to the maximum adjustment of 3% in subsequent years. In the event that the stipulated Consumer Price Index (CPI) used for determining the COLA in November 2022 precludes using the 2.5% banked credit from November 2021, both parties agree to re-open negotiations to continue discussing the appropriate COLA.

Additional details and provisions applicable to COLAs is included in Exhibit A to this agreement.

Section 7.02 The District may establish new or consolidated employee classifications within the General unit; provided, however, it shall meet and confer with the Union concerning the appropriate wage rate prior to implementing the classification or classifications.

Section 7.03 District agrees to furnish the Union with one (1) copy of each job description presently established and of such up-to-date job description as it may prepare in the future for the classifications set forth in Exhibit "A" attached hereto.

Section 7.04 Mileage will be reimbursed when the employee is requested or required to use his or her own vehicle on District business. Such reimbursement shall be calculated at the current mileage rate established by the Internal Revenue Service for business use.

Section 7.05 Uniforms. When employees are required to wear uniforms as provided by the Employer, the cost of laundering and furnishing shall be borne by the Employer. The Employer will yearly replace any damaged, worn uniforms, at the cost of the Employer. The number of uniforms issued where applicable, will be determined by the parties.

Section 7.06 An employee when first appointed to a position in a classification shall be assigned to a step on the appropriate pay range based upon qualifications for the position. Following a satisfactory evaluation of the employee's performance on the anniversary date of his or her appointment to the position, the employee shall be advanced one step until reaching the highest step on the range.

Section 7.07 Regular hourly rated employees shall be eligible to receive incentive pay in addition to base pay, in accordance with the District's Certification Incentive Policy. Provided that the General Manger has determined that an employee's receipt of a certification serves the District's operational needs, employees who obtain approved certifications shall receive certification incentive pay in the following amounts:

- a. A one percent (1%) increase in the employee's base pay shall be granted for each grade level above the grade level stipulated in the job description for the following:
  1. State of California water treatment operator certification;
  2. State of California water distribution system operator certification;
  3. State of California Dept. of Motor Vehicles Class B license.
  4. Water Use Efficiency Practitioner Grade 1 certification.
- b. Where a backflow prevention assembly license is NOT included in the employee's current position description, a three percent (3%) increase over the employee's base rate shall be

granted for a backflow prevention assembly tester license.

Certification incentive pay for receipt of pre-approved certifications/ licenses shall be granted in the first pay period following employee's receipt of the certification/license and in accordance with the policy set forth in the Personnel Handbook.

#### **Article VIII. HOURS OF WORK**

Section 8.01 The work week shall begin at 12:00 am on each Sunday and end at 11:59 p.m. on Saturday. Scheduling of working hours during each week shall be done by the General Manager for each employee.

Section 8.02 The standard work hours are 7:00 a.m. to 4:00 p.m. depending upon operational requirements. The standard work week will not exceed 40 hours. The GM reserves the right to make reasonable changes to the standard work week and to the standard work hours due unforeseen circumstances or for other business reasons at the GM's discretion with reasonable notice to employees to accommodate emergencies or workload changes. Flexible schedules will be considered and may be implemented when, in the GM's determination, such schedules meet the District's business needs.

Section 8.03 An employee shall be in attendance at scheduled working hours in accordance with these rules and general departmental or program regulations. All employees shall keep daily attendance records, which shall be approved by the employee's immediate supervisor and submitted for payroll as specified by the General Manager.

#### **Article IX. PAYMENT OF WAGES**

Section 9.01 Time of Payment: Except as otherwise mandated by law, all wages and salaries shall be paid on a biweekly basis.

Section 9.02 Overtime Work: Unless exempt, all employees shall be eligible for overtime pay as provided under California law and in the Federal Fair Labor Standards Act (FLSA). Overtime pay shall be paid for all time worked in excess of 40 hours during a workweek or in excess of eight (8) hours in a given day, pursuant to State law. The 40 hours in a week and 8 hours in a day criteria may be modified to accommodate 4/10s or 9/80 work schedules. An employee shall be paid for overtime work at rates that comport with state federal or local law . Failure to obtain preauthorization from the immediate supervisor before working overtime is a violation of the District's rules and could result in disciplinary action.

Section 9.03 Reporting pay: Employees not on Standby as described below who are called to work on their day off or called back to work after they have left the job, will receive no less than three (3) hours of pay at 1½ times the Employee's regular hourly rate ( base pay plus applicable incentive or other additional compensation). If the Employee is on standby, the Employee shall receive no less than fifteen (15) minutes of pay at 1-½ times the employee's regular hourly rate of reporting pay per call-out. If the employees work more than the two (2) hours and fifteen (15) minutes when they are called out, each hour of work shall be compensable at 1½ times the Employee's regular hourly rate.

#### **Article X. STANDBY DUTY AND PAY**

Section 10.01 Compensation for assuming Standby Duty shall be \$50.00 per day. Additionally, employees assigned Standby Duty on District observed holidays will be provided 8-hours of additional Floating Holiday paid leave for each full day of stand by duty.

Section 10.02 To provide for and take care of problems and emergencies that occur outside regular work hours, certain employees shall be assigned to Standby Duty. Employees on Standby Duty are subject to call whenever needed. They shall keep themselves available for call and shall answer the after-hours emergency contact system. They shall keep assigned cellular phones in a location in which they can readily answer it at all times. The Standby employee must respond to after-hours emergencies within 30 minutes of call. Employees are expressly prohibited from being intoxicated while on Standby Duty.

#### **Article XI. BOOT ALLOWANCE**

Section 11.01 The District will provide up to \$250 as reimbursement for safety footwear in accordance with the Safety Footwear Policy in the Personnel Handbook. The effective date of increased reimbursement will be the first pay period following ratification of this MOU.

#### **Article XII. TERMINATION PAY**

Section 12.01 At the time an employee terminates employment with the District, the employee shall be compensated for all unused accrued vacation as provided in Article 17 of this MOU, at the employee's then current rate of pay.



### **Article XIII. TRAVEL RELATED EXPENSES**

Section 13.01 Employees traveling on District related business shall be eligible for reimbursement of pre-authorized travel expenses. Eligible travel related expenses shall include, but not be limited to, the following:

- Transportation on public carriers such as airplanes, trains, buses and taxi cabs;
- Private vehicle use and commercially available rental vehicles;
- Overnight lodging at commercial establishments;
- Meals at restaurants and other food service establishments;
- Conference and seminar fees and charges;
- Business related telephone calls, faxes, postage, copy charges and related incidentals;
- Tolls and parking fees
- Such other expenses approved by a majority of the Board of Directors.

Section 13.02 Reimbursement for travel related expenses shall be for actual costs subject to the following limitations:

- Reimbursement for meals not covered as part of the event or hotel registration fee shall be limited to the following amounts: Breakfast - \$13.00; Lunch - \$20.00; Dinner - \$30.00;
- Use of a personal vehicle: The current Internal Revenue Service (IRS) mileage rate for business travel shall be the only personal vehicle use expense eligible for reimbursement;
- Air and train travel shall be in an amount not to exceed the standard or coach fare;
- Entertainment or non-business-related events or expenses not provided as part of the conference fee shall not be eligible for reimbursement;
- Alcoholic beverages are not eligible for reimbursement;
- Meals and/or lodging provided in a private home are not eligible for reimbursement;
- Travel related expenses for a spouse or companion shall not be eligible for reimbursement;
- Rental vehicle reimbursement shall not exceed the midsize vehicle rate.

Section 13.03 Employees authorized to travel for District related business shall complete a claim form and provide supporting receipts in order to receive reimbursement. No reimbursement shall be made, unless a completed and signed claim form with corresponding receipts is submitted to the District office within ninety-days of travel.

## **Article XIV. BENEFIT PROGRAM DEFINED**

Section 14.01 The District's benefit program for Regular Employees consists of the following:

- a. a group health insurance program which will be activated on the First day of the month following 1 month of continuous employment; and
- b. a retirement program that includes participation in the California Public Employees Retirement System (CalPERS) and a deferred compensation program.

Section 14.02 Medical Insurance During Service: Effective with the first pay period following MOU ratification, the District shall pay up to \$1,770.00 per employee each month for the group medical, dental and vision insurance program offered by the District. The increase in the District's contribution for insurance premiums is retroactive to the premiums paid in November 2021. The District's maximum contribution will increase, if necessary, by up to 3% in November 2022 and up to 3% in November 2023. The percentage of increase is limited to percentage of increase in premiums for the highest cost employee or 3%, whichever is less.

Section 14.03 Incentive For Opting Out Of District Provided Medical, Dental, Or Vision Insurance: Effective with the first open enrollment period following ratification of this MOU, the District will provide a taxable increase in monthly compensation to employees who are eligible to decline medical, dental or vision insurance because they are eligible for alternative coverage, e.g. via coverage provided by the employee's spouse or military service. The amount of incentive is \$300 per month for opting out of medical, dental and vision insurance. The amount of incentive for partial opt out will be \$300 minus the cost of insurance retained. For example; if the employee wishes to retain dental insurance through the District, and the monthly cost of the employee's dental insurance is \$120/month. The incentive would be \$300 minus \$120, employee receives \$180 taxable monthly incentive.

Section 14.04 Medical Insurance During Retirement: Employees hired before January 1, 2003 (Tier One), and who retire from the District, and who have attained the age of fifty (50) and have at least five (5) years of service with the District, shall be eligible for paid group medical plan coverage. Such paid coverage shall only be available to the eligible retiree and one eligible dependent in accordance with the terms of the medical plan provider. The District shall pay the cost of the eligible retiree and eligible dependent's medical plan premium, plus any additional costs for administrative fees and/or contingency reserve fund assessments subject to the vesting schedule (Schedule 1) for District paid retiree and eligible dependent medical insurance premium.

Employees hired by the District on, or after, January 1, 2003 (Tier Two), and also retire from the District, and who have attained the age of fifty (50) and service eligibility requirements set forth, below, in vesting Schedule 1, shall be subject to the terms in vesting Schedule 1 for District paid retiree and one eligible dependent medical insurance premium:

## Schedule 1

<u>Service</u>	<u>District Share</u>	<u>Retiree Share</u>
<u>0 – 9.9 Years</u>	<u>0 %</u>	<u>100 %</u>
<u>10 Years</u>	<u>50 %</u>	<u>50 %</u>
<u>11 Years</u>	<u>55 %</u>	<u>45 %</u>
<u>12 Years</u>	<u>60 %</u>	<u>40 %</u>
<u>13 Years</u>	<u>65 %</u>	<u>35 %</u>
<u>14 Years</u>	<u>70 %</u>	<u>30 %</u>
<u>15 Years</u>	<u>75 %</u>	<u>25 %</u>
<u>16 Years</u>	<u>80 %</u>	<u>20 %</u>
<u>17 Years</u>	<u>85 %</u>	<u>15 %</u>
<u>18 Years</u>	<u>90 %</u>	<u>10 %</u>
<u>19 Years</u>	<u>95 %</u>	<u>5 %</u>
<u>20 or more years</u>	<u>100 %</u>	<u>0 %</u>

Employees hired by the District on or after May 1, 2004 (Tier Three), and also retire from the District, and have attained the age of fifty (50) and have at least (5) years of service with the District, shall be eligible for paid group medical coverage for the retiree only.

The maximum contribution under Tiers One and Two shall be \$600 for Employee only coverage, and \$800 for Employee +1 coverage, the District's maximum monthly contribution for Tier Three employees hired after May 1, 2004 shall be \$300.

Employees hired by the District on or after January 1, 2013 (Tier Four), and who retire from the District, and who have attained the age of sixty two (62) and have at least twenty (20) years of service with the District, shall be eligible for paid group medical plan coverage for the retiree only, in an amount not to exceed three hundred (\$300.00) per month.

Retiree Group Medical Plan Coverage for all retirees (Tiers One, Two, Three, and Four) shall end when the retiree becomes eligible for Medicare Coverage.

Section 14.05 Employees will be enrolled in the California Public Employees Retirement System ("PERS") as required by the District's contract and law. The District shall be obligated to pay any contributions required of it as the employer to CalPERS. All employees' portions are pre-taxed.

The District and Employee shall each pay 3.5% of the normal member contribution as Employee Paid Member Contributions (EPMC) for CalPERS Classic employees, which currently consists of seven percent (7%) of gross wages. The employee shall pay any increase in EMPC CalPERS contribution rates.

Section 14.06 **PEPRA Employees** - For employees hired after January 1, 2013, who are defined as “New Members” under the Public Employee Pension Reform Act (“PEPRA”), the law prohibits Employer Paid Member Contributions. As such, the Employee must pay 100% of the member (employee) contributions. For New Members, as defined by PEPRA, employees, the District will contribute 3% (three percent) of the New Member’s base hourly compensation to the employee’s 457 Deferred Compensation Plan account. These employees, defined as New Members, are enrolled in the 2% at 62 formula for retirement.

Section 14.07 CalPERS Classic employees only: Uniform allowance is \$15.62 reported semi-monthly.

Section 14.08 The District has entered into a deferred compensation program for employees who wish to participate. Employees may contribute to the program as permitted by law and the contract. The District shall not contribute to the program.

Section 14.09 The Board reserves the right to review and revise the scope of coverage and payment of costs of the elements of the benefit program. The Union must be advised prior to the review or revision of any working condition change by the district at any time. Which includes but not limited to health care job class or any district policy that could come in conflict with the current M.O.U.

Section 14.10 Employee Life Insurance – To the extent feasible, the District will provide a group policy for \$50,000 in employee life insurance coverage, provided that such coverage may be subject to underwriting restrictions/denials delineated by the insurance providers. The District reserves the right to discontinue coverage should premiums increase to a level the District determines to be excessive.

**Article XV. PAID HOLIDAYS**

Section 15.01 Employees shall not be required to be in attendance on paid holidays. Paid holidays are authorized as follows:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31 <sup>st</sup> (adjusted)
Memorial Day	Last Monday of May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday of September
Thanksgiving Day	4 <sup>th</sup> Thursday of November
Day After Thanksgiving	Friday after 4 <sup>th</sup> Thursday
Veteran's Day	November 11 <sup>th</sup> (or when observed)
Christmas Eve (1/2 day)	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

When March 31<sup>st</sup> falls on a Sunday, Monday or Tuesday, the holiday will be observed on the Monday. When March 31<sup>st</sup> falls on a Wednesday, Thursday Friday or Saturday, the holiday will be observed on Friday.

When an authorized paid holiday falls on a Saturday, the preceding Friday shall be observed as an authorized paid holiday and when an authorized paid holiday falls on a Sunday the following Monday shall be observed as an authorized paid holiday.

Section 15.02 Upon prior approval of the employee's immediate supervisor, a regular, non-probationary, employee may take two (2) "floating holidays" per calendar year. These floating holidays shall be with pay. Floating holidays shall be used in the year accrued and may not be carried over to a subsequent year or paid off.

## **Article XVI. VACATION**

Section 16.01 Vacation leave are days away from work provided by the District to employees with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. Vacation shall be administered in accordance with District policy as set forth in the District Personnel Handbook.

Section 16.02 Vacation Accrual Rates: Vacation will accrue at a rate which results in the following amounts of paid vacation a year:

1 <sup>st</sup> year of employment	40-hours per year	11 <sup>th</sup> year of employment	164 hours per year
2 <sup>nd</sup> year of employment	80-hours per year	12 <sup>th</sup> year of employment	168 hours per year
3 <sup>rd</sup> year of employment	88-hours per year	13 <sup>th</sup> year of employment	172 hours per year
4 <sup>th</sup> year of employment	96-hours per year	14 <sup>th</sup> year of employment	176 hours per year
5 <sup>th</sup> year of employment	120 hours per year	15 <sup>th</sup> year of employment	180 hours per year
6 <sup>th</sup> year of employment	128 hours per year	16 <sup>th</sup> year of employment	184 hours per year
7 <sup>th</sup> year of employment	136 hours per year	17 <sup>th</sup> year of employment	188 hours per year
8 <sup>th</sup> year of employment	144 hours per year	18 <sup>th</sup> year of employment	192 hours per year
9 <sup>th</sup> year of employment	152 hours per year	19 <sup>th</sup> year of employment	196 hours per year
10 <sup>th</sup> year of employment	160 hours per year	20 <sup>th</sup> year of employment	200 hours per year

- a. No employee may accrue more than three hundred (300) hours of vacation leave. Upon reaching the maximum accrual, vacation leave accrual shall cease until the accrual is reduced below the maximum by usage of vacation leave.
- b. No employee may accrue vacation leave during such time as the employee is not receiving wages from the District.

Section 16.03 Vacation schedules should be arranged as far in advance as possible. An employee should obtain the approval of his/her immediate supervisor at least one week prior to using vacation leave. A vacation schedule covering the following twelve months will be maintained, and scheduling conflicts will be resolved on the basis of the order of requests received. The District reserves the right to schedule vacations in accordance with its operating needs. No employee shall take vacation leave during the first six months of employment.

Section 16.04 At termination of employment for any reason, the District shall pay the employee for accrued and unused vacation time at the employee's current hourly rate of pay.

#### **Article XVII. SICK LEAVE**

Section 17.01 Sick leave is granted to provide financial security to employees by providing for salary continuation when the employee is unable to work because of illness, injury, or quarantine due to exposure to a contagious disease. In addition, it is granted to allow the employee to maintain his or her health by providing paid leave so that the employee can visit medical practitioners during normal working hours, subject to advance approval. Sick leave is not a privilege that an employee may use at his or her discretion. Sick leave shall be administered in accordance with District policy as set forth in the Personnel Handbook..

#### Section 17.02 Sick Leave Accrual:

- a. Regular full-time employees shall accrue sick leave, pro-rata, at a rate of ninety-six (96) hours per year, with a maximum accrual of two hundred forty (240) hours.
- b. Regular part time employees shall accrue sick leave in accordance with the requirements of California law.
- b. No employee may accrue sick leave during such time as the employee is not receiving wages from the District.

#### COMPASSIONATE LEAVE

Section 17.03 Compassionate leave with pay for funerals of members of the immediate family will be allowed when prior authorization has been granted by the General Manager. The maximum time off with pay that will be authorized is three (3) days; provided, however, two (2) additional days may be taken and charged to accrued vacation. The General Manager is empowered to grant additional time off, using accrued vacation time, for funeral attendance under appropriate circumstances, if so requested. For purposes of this section, immediate family means the employees spouse, children, parent, parent-in-law, grandparent, brother or sister, registered domestic partner, stepparent, stepbrother and stepsister.

## **Article XVIII. OTHER LEAVES OF ABSENCE**

Section 18.01 Leave of absence without pay may be granted in cases of emergency or where such absence would not be contrary to the best interests of the Rio Linda/Elverta Community Water District. Such leave is not a right, but a privilege. Employees on authorized leave of absence without pay may not extend such leave without the written approval of the General Manager. Leave of absence without pay for one week or less may be granted by the General Manager, depending upon the merit of the individual case. Leaves of absence without pay in excess of one-week duration, shall be requested in writing prior to the leave and may be granted by the General Manager depending upon the merit of the case, but such leaves may not exceed four months. During any leave of absence, employee shall not accrue any vacation or sick leave time, and employee shall be responsible to pay for the cost of all benefits.

Section 18.02 Absence without leave shall be considered to be without pay, and reductions in the employee's pay shall be made accordingly. Absence without leave for more than three consecutive days may result in termination of employment. Such termination shall not be subject to appeal.

Section 18.03 Leave without pay may be granted to a regular employee by the General Manager in the event of death to family members other than one of the immediate family, such leave granted in accordance with Article 21.

## **Article XIX. JURY DUTY**

Section 19.01 Employees required to report for jury duty shall be granted a leave of absence from their assigned duties until released by the Court. Employee serving on jury duty shall be paid by the District for up to two (2) weeks for serving on jury duty, provided the employee remits to the Rio Linda/Elverta Community Water District within thirty days from the termination of his/her jury service all fees received for such duties on the District paid days other than mileage and subsistence allowance.

## **Article XX. TRAINING AND CAREER DEVELOPMENT**

Section 20.01 The General Manager or his/her designee is authorized and responsible for establishing a training program that provides all employees who require a license or certificate to perform critical District functions an opportunity to earn or maintain such a license or certificate. Further, the General Manager or his/her designee is authorized to establish a career development program that will enhance employee skills in accordance with the District's mission statement, values, goals and principles. Fees, tuition and expenses will be paid by the District as determined and approved by the General Manager.

The District shall pay for all testing and licenses required by the District in order for staff to perform



their duties. The acquisition of licenses above the Grade or of a type not needed to perform duties required of the District will not be compensated.

**Article XXI. EXTRA CONTRACT AGREEMENT**

Section 21.01 The District agrees not to enter into any agreement or contract with its Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Office procedures, safety and security policies, including computer and Internet security policies, are deemed not to conflict with this MOU. This article does not include independent contractors of the District.

**NOTICES TO THE PARTIES**

Section 21.02 Any required notices, grievances, reports, or filing as may be required, or as otherwise provided for in any provision of this MOU, shall be served by one party to the other as follows:

- a. To the District by mailing (Certified Return Receipt) or receipted hand-delivery to:

Attention: General Manager  
 Rio Linda/Elverta Community Water District  
 730 L Street  
 Rio Linda, CA 95673 and

Attention: Barbara Brenner  
 White Brenner LLP  
 1414 K Street, 3rd Floor  
 Sacramento, CA, 95814

- c. To the Union by mailing (Certified Return Receipt) or receipted hand-delivery to:  
 Attention:

Attention: Business Agent  
 General Teamster Local No. 150  
 7120 East Parkway  
 Sacramento, CA 95823

Section 21.03 Where the terms of the District's Policy Manual and this Memorandum Of Understanding are in conflict, the terms of the MOU shall prevail.

## **Article XXII. UNION REPRESENTATIVES**

Section 22.01 One (1) employee selected by the Union may attend scheduled negotiation meetings with District Management during regular hours without loss of pay. Such employee shall not leave his/her workstation or assignment without first securing approval of the General Manager. Such meetings shall be scheduled in a manner consistent with the District's operating requirements and work schedules. Nothing herein shall be deemed to preclude the scheduling of such negotiations at hours other than the employee's regular working hours.

Section 22.02 Duly authorized representatives of the Union shall be permitted to enter the District for the purpose of transacting Union business and observing conditions under which employees are employed, provided that no interference with the work of any employee shall result. The Union representative shall, upon arrival at the Employer's facility, notify the General Manager or designee prior to conducting union business. Any Union representative on District property for the purpose of conducting Union business must comply with all safety regulations or requirements of the District. This provision shall be administered in good faith and in a reasonable manner.

Section 22.03 Union stewards shall perform their functions or Union-related activities on their own time. However, if a meeting is mutually agreed to with the Union steward and Management during the Union steward's work shift, the Employer will pay for that time. If the Union wishes to schedule a meeting with an employee during the Union steward's work shift, release time will not be unreasonably denied.

The Union shall provide to the District the names in writing of the employee representatives within fifteen (15) days after passing requirements. The union business shall include, but not be limited to, investigating grievances, helping and informing employees of the rights under the Agreement, and meetings held in conjunction with the Agreement.

### Section 22.04 Bulletin Boards

- a. The Union shall be given bulletin board space in an area designated by the District.
- b. The Union agrees that it will not post any materials that are disparaging of the Employer or its employees. The Union will deliver a copy to the General Manager upon posting new material.
- c. If the Employer removes a Union item, it will contact the Union and meet and confer over the objection.

**Article XXIII. PEACEFUL PERFORMANCE OF DISTRICT SERVICES**

Section 23.01 There shall be no strike (including sympathy strikes), picketing, slowdowns or other stoppage of work by union employees and no lockout by the District during the life of this Memorandum of Understanding.

**Article XXIV. HEALTH AND SAFETY**

Section 24.01 The District will comply with state and federal law and regulations relating to Occupational Safety and Health and endeavor to provide a safe and healthful work environment. Likewise, it is the duty of each employee to comply with all health and safety regulations of the District and to practice good safety habits in the performance of their duties.

**Article XXV. FULL UNDERSTANDING, MODIFICATIONS, WAIVER**

Section 25.01 It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Section 25.02 Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and approved and implemented by the District's Board of Directors.

Section 25.03 The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**Article XXVI. SUCCESSORS**

Section 26.01 If the District is sold or assumed, or if an agreement is reached to merge the District with another employer, the District will notify the Union in writing at least ten (10) days prior to the effective date of the sale, assumption or merger. Upon request, the District will meet at the Union's request to engage in good faith bargaining over the impact of such sale, assumption or merger, as required by law.

Section 26.02 The District also agrees that as part of any sale, assumption, transfer and/or merger, the District will negotiate that the entity buying, assuming, and/or otherwise acquiring all or part of the District will reorganize the union and terms and conditions set forth herein.

**Article XXVII. SAVINGS CLAUSE**

Section 27.01 It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any provision of any Article in the Agreement is held or found to be in conflict therewith, said Article shall be void and shall not bind either of the parties hereto. However, such invalidity shall not affect the remaining Article of this Agreement. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision and attempt to reach a valid agreement.

**Article XXVIII. CONTINUED EMPLOYMENT**

Section 28.01 Continued employment with Rio Linda/Elverta Community Water District shall be subject to good behavior, satisfactory work performance, and availability of funds.

**Article XXIX. TERMINATION OF EMPLOYMENT**

Section 29.01 An employee wishing to leave the services of the Rio Linda/Elverta Community Water District in good standing either by resignation or retirement shall give the supervisor at least two weeks' notice.

Section 29.02 An employee's position may be terminated by the General Manager because of changes of duties or organization, abolishment of position, shortage of work or funds, or completion of work. In cases involving Regular Employees only, notice of such terminations will be given to the employee at least two (2) weeks prior to the effective date of termination, unless employee agrees to a different termination period. Such termination shall not be subject to appeal, but the employee shall be given priority consideration for any other position with the District which is vacant at the time the Employee is terminated for which the Employee is qualified.

**DISCIPLINARY ACTION**

Section 29.03 The provisions of this Article shall apply only to Regular Employees. Probationary and Temporary employees serve at the will and pleasure of the General Manager and may be disciplined, up to, and including, termination with or without cause and without right of appeal, hearing or grievance.

Section 29.04 Whenever an employee's performance, attitude, work habits, or personal conduct at any time falls below a desirable level, the General Manager is expected to inform employees promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances, an incident may justify severe disciplinary action; the action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct. Any instance of disciplinary action shall be documented in the employee's personnel file. As used in this chapter "disciplinary action" shall mean discharge, demotion, reduction in salary, reprimand, disciplinary probation, or suspension.

Section 29.05 Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- a. Failure to meet prescribed standards of work, morality, and ethics to an extent that makes an employee unsuitable for employment.
- b. Theft or malicious destruction of the Rio Linda/Elverta Community Water District's property or the property of customers of the District.
- c. Incompetency, inefficiency, or repeated negligence in the performance of duty.
- d. Insubordination/willful disobedience.
- e. Dishonesty.
- f. Inexcusable neglect of duty.
- g. Illegal political activity.
- h. Discourteous treatment of the public or other employees.
- i. Misuse of District property.
- j. Conviction of a criminal offense.
- k. Notoriously disgraceful personal conduct.
- l. Unauthorized absences or abuse of leave privileges.
- m. Acceptance or receipt of any gift, whether in the form of money, services, loan, travel, entertainment, promise, or any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence the employee or could reasonably be expected to influence him, in the performance of job duties or could reasonably be regarded as a reward for any action on his part.
- n. Falsification, alteration or manipulation of records or use of position for personal advantage or for the advantage of others.
- o. Drunkenness or use of alcohol or any substance which impairs performance while on duty including Standby duty.

- p. Unlawful use, sale or possession of narcotics or other proscribed drugs.
- q. Violation of any provisions of this MOU, as approved by the Board of Directors or adopted by the General Manager.
- r. Engaging in harassment or sexual harassment.
- s. Other behavior during which is of such a nature that causes discredit to the Rio Linda Elverta Community Water District.

Section 29.06 The General Manager may take disciplinary action against an employee under their control for one or more of the causes for discipline specified in this chapter by notifying the employee in writing with at least two days notice prior to the proposed action of the following:

- a. The nature of the proposed disciplinary action.
- b. A statement of reasons for the proposed action.
- c. A statement that any available/accessible documents or materials upon which the proposed disciplinary action is based are attached for employee's review.
- d. A statement indicating the proposed effective date for the disciplinary action and that the employee may respond orally or in writing prior to that date.

At the time the General Manager presents the employee with the proposed disciplinary action, the employee shall acknowledge receipt of the proposed disciplinary action by signing the document outlining the items listed in Section 34.04. Such acknowledgement of receipt of the proposed disciplinary action will not be deemed an admission of guilt. If the employee refuses or otherwise fails to acknowledge receipt of the proposed disciplinary action, this in and of itself is grounds for further disciplinary action, including termination of employment.

The General Manager shall review any responses from the employee. If no response is received or the response is deemed inadequate to alter the proposed action, then the disciplinary action may be carried out. If the proposed action is to be suspension or discharge, the employee may be relieved of duty while continuing to receive pay and other benefits until the disciplinary action is effective. Disciplinary action against regular employees is valid only if a written notice is served on the employee and said written notice includes:

- A statement of the nature of the disciplinary action;
- The effective date of the penalty;
- A statement of the causes therefore;
- A statement in ordinary language of the facts upon which the causes are based; and
- A statement advising the employee of his right of response or appeal from such action, if any.

Section 29.07 Summary of the Forms of Disciplinary Action

- a. Oral Reprimand - Employees receiving a oral reprimand will have it noted in their personnel file by the General Manager in the form of a memorandum or letter.
- b. Written Reprimand - Employees receiving a written reprimand shall have a copy of their reprimand filed in their personnel file.
- c. Disciplinary Probation Period - Employees placed on disciplinary probation shall not use paid personal leave or earn time for salary review while on such probation and the rules governing regular probationary periods shall govern.
- d. Suspension - Employees suspended from employment shall forfeit all rights, privileges, benefits, and salary while on such suspension with the exception of group insurance benefits.
- e. Discharge - Employees terminated for disciplinary reasons shall be paid salary accumulated to the effective date of termination only.

Section 29.08 Unless otherwise specifically stated in these rules, any regular employee shall have the right of appeal to the Board of Directors for any disciplinary action taken pursuant to the provisions of this chapter. Such appeal must be filed with the District's General Counsel and General Manager within twenty (20) working days after receipt of written notice of such disciplinary action; failure to file an appeal within such time constitutes the waiver of the right to appeal. The appeal must be in writing, must be verified before a Notary Public, must be made under penalty of perjury, and must state specifically the reason upon which it is based. District General Counsel shall cause such appeal to be investigated and shall submit a report to the Board of Directors. Neither the provisions of this section or this chapter shall apply to reductions in force or reductions in pay that are part of a general plan to reduce staffing levels or adjust salaries and wages.

Section 29.09 The Board of Directors shall conduct a hearing on an appeal filed in accordance with this chapter within thirty (30) days after the appeal is filed with District Counsel. The Board may continue the hearing either for the convenience of the District or upon written application of the appellant, for a period not to exceed an additional thirty (30) days, unless mutually agreed to by the parties. Written notice of the time and place of the hearing and any continuance thereof shall be given the appellant and the General Manager. Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of the Government Code, and the parties may submit all proper and confident evidence against or in support of the causes of the disciplinary action, but it shall be a rebuttable presumption that the statement of the causes is true.

- a. The appellant may appear in person or be represented by a person of his or her choice.
- b. The Board of Directors shall issue notices for the appearances of witnesses for the appellant upon written request and at his/her cost, said cost to be prepaid.
- c. Failure of the appellant or his/her representative to appear at the hearing shall be deemed a withdrawal of his/her appeal and the disciplinary action shall be final.
- d. The Board of Directors shall render a written decision within 30 days after concluding the hearing. The Board's decision shall be final and conclusive. A copy of such decision shall be forwarded to appellant. If a disciplinary action taken against the employee is reversed or modified by the Board, the employee may be compensated in whole or in part, for the time lost as determined by the Board.

Section 29.10 In the interest of preventing undue embarrassment and subsequent loss of ability to perform work effectively, the following policy will prevail regarding the release of information to the public on personnel actions:

- a. No information will be released without the prior approval of the General Manager.
- b. No information will be released until final action has been determined and taken.
- c. Even after final disposition of the matter, no details will be released other than the exact nature of the action taken.
- d. If the employee or his representative makes detailed information available to others, then the General Manager may make any information on the employee available to the public as he deems to be in the best interest of the District.



**Article XXX. SENIORITY**

Section 30.01 Probation. A probationary employee shall have no seniority rights.

Section 30.02 Layoff.

- a. The order of Layoff of regular employees shall be determined by the General Manager based on skill, ability and performance. Where skill, ability and performance are substantially equal, the order of layoff shall be based on seniority in the affected classification.
- b. Recall from layoff shall be in inverse order of layoff, provided the General Manager determines that the employee being recalled has the skill and ability to perform the vacant position.
- c. The District shall make reasonable effort to notify the Union at least four (4) weeks in advance of the effective date of a layoff; provided, however, in the event that a decision to impose a layoff occurs less than four (4) weeks from the effective date, the District shall notify the Union within twenty-four (24) hours of the decision. Upon request, the District shall meet and confer with the Union over the effects of a layoff.
- d. Four (4) weeks of notice, or severance pay in lieu thereof, will be provided to Regular Full-time and Regular Part-time employees whose employment is terminated as a result of a layoff. Payment will be at the employee's then current base rate. Severance pay for Regular Part-Time employees will be prorated base upon time they are regularly scheduled to work. Effective beginning the date of this Agreement, an employee who is laid off, receives severance pay and is returned to work before the period which severance pay covered, shall have their future entitlement for severance pay adjusted accordingly.

Section 30.03 An employee's seniority will be lost upon:

- a. Voluntary quit
- b. Discharge.
- c. Failure to report to work within three (3) days after receipt by the employee of a notice of recall from layoff, mailed by the District by certified or registered mail or by telegram to the employee's last address given to the District, unless within such period an employee obtains permission from the District to report at a later time
- d. Layoff for twelve (12) consecutive months.
- e. Failure to report for work upon the expiration of a leave of absence, unless such absence is authorized.
- f. If absent from work, failure to contact the General Manager within three (3) working days regarding the reasons for such absence ("no call/no show").

## **Article XXXI.GRIEVANCE PROCEDURE**

Section 31.01 The grievance procedure serves to (1) promote improved employer-employee relations, (2) afford employees individually a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions, (3) to provide that grievances shall be settled as near as possible to the point of origin, and (4) to provide that grievances shall be heard and settled as informally as possible.

Section 31.02 Any Regular employee shall have the right to present a grievance regarding wages, hours, and working conditions, except that matters subject to the provisions of Article 35 (disciplinary actions) shall not be subject to the grievance procedure.

Section 31.03 No employee will be retaliated against for filing a grievance or participating in an investigation following a grievance complaint.

Section 31.04 Informal Resolution of Issues. Before filing a grievance, if appropriate, a Regular Employee with a complaint is encouraged to attempt to resolve the matter through informal avenues by discussing the issue promptly with the Manager.

Section 31.05 If informal resolution is not appropriate or does not work, grievances shall be presented to the General Manager promptly, but no more than ten (10) days after the occurrence of the act, condition, or conduct that is being grieved. Upon receiving the grievance, the General Manager shall discuss the grievance with the employee, the Union and with any other appropriate persons. The General Manager may designate a fact-finding committee or the General Counsel to advise him concerning the grievance. The decision of the General Manager shall be final and shall be rendered within thirty (30) calendar days from receipt of the grievance and shall set forth, in writing, the reasons upon which the decision is based.

Section 31.06 The time limits specified herein above may be extended to a definite date by written mutual agreement of the Union and the reviewer concerned.

Section 31.07 When an employee has a grievance against the General Manager, the procedures described herein above shall be used except that the duties of General Manager, as they relate to the Grievance Procedure, shall be performed by the Board of Directors. The Board may appoint the General Counsel or a fact-finding committee to advise it concerning the grievance.

## **Article XXXII. DRESS CODE**

Section 32.01 The District's professional atmosphere is maintained, in part, by the image that employees present to residents, customers and vendors. Employees are asked to use their best judgment and common sense with regard to their dress and appearance and are expected to present a professional image. Employees should dress conservatively, in good taste, and according to the requirements of their position. Attention should be paid to safety, District image, and customer interaction. If you have any questions as to what constitutes proper attire, please consult your General Manager before wearing the attire. Listed below are several guidelines that will assist you in making these determinations.

Clothing should be conservative, modest, clean, professional, and in good condition. Garments of employees must cover the body to avoid unnecessary exposure. Shorts, Spandex type clothing, halters, abbreviated tops, tank tops, undershirts, torn Levi's, sandals, and any articles of clothing displaying cartoons or language that might be considered offensive are not to be worn. However, employees may wear walking shorts (that are no more than two inches above the knee) so long as they receive the approval of their General Manager. Approval will generally be denied in those cases where the employee will have to work in the field or attend business meetings on behalf of the District. Shirts and dresses must be long enough to avoid exposure of undergarments. Visible facial and body piercing are not allowed. Hair must be kept in a neat and professional length and style. Mustaches and beards must be neatly trimmed. Tattoos deemed offensive must be covered at all times.

In the event that inappropriate attire is worn to work, the employee will be asked to leave the workplace and promptly return to work in appropriate attire. The amount of time missed from work to travel and change clothing will be unpaid time, unless the employee elects to utilize accrued vacation.

## **Article XXXIII. DURATION OF AGREEMENT**

Section 33.01 Except as herein provided, this Memorandum of Understanding shall be in effect upon execution by all parties and until 12 o'clock midnight on November 12, 2024.

Section 33.02 In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, ninety (90) days prior to the termination date of this Agreement, its written request to commence negotiations, and, to the extent reasonably possible, its full and entire written proposal for such successor Memorandum of Understanding. Upon receipt of such written notice and proposals, negotiations shall begin thereafter not later than sixty (60) days prior to the termination date of this Agreement.

**Article XXXIV. SIGNATURES**

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Memorandum of Understanding this \_\_\_\_\_ day of February, 2022

RIO LINDA/ELVERTA COMMUNITY  
WATER DISTRICT

**Rio Linda Elverta Community  
Water District**

By: \_\_\_\_\_  
Robert Reisig  
Board President

By: \_\_\_\_\_  
Timothy R. Shaw, General Manager

**Teamster Local 150**

By: \_\_\_\_\_  
Jim Tobin, Secretary/Treasurer

By: \_\_\_\_\_  
Marty Crandall, Teamster Local 150  
Representative

Approved as to form only:

By: \_\_\_\_\_  
Barbara Brenner  
RLECWD Legal Counsel

**EXHIBIT A**

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Rio Linda/Elverta Salary Schedule Effective November 28, 2021 (increase previous wages by 3.5%)

Rio Linda/Elverta Community Water District General Unit COLA 3.5% Effective Date: 11/28/2021								
Classification/Position Title	Contract Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Time Basis
Admin Assistant		\$26.05	\$27.09	\$28.18	\$29.30	\$30.48	\$31.69	Hourly
Accounting Specialist		\$29.93	\$31.13	\$32.37	\$33.67	\$35.02	\$36.42	Hourly
Conservation Coordinator/Customer Service Tech 1		\$22.81	\$23.72	\$24.67	\$25.66	\$26.69	\$27.75	Hourly
Customer Service Tech 1		\$22.81	\$23.72	\$24.67	\$25.66	\$26.69	\$27.75	Hourly
Customer Service Tech 2		\$26.29	\$27.34	\$28.43	\$29.57	\$30.75	\$31.98	Hourly
Distribution System Operator 1		\$20.42	\$21.24	\$22.09	\$22.97	\$23.89	\$24.84	Hourly
Distribution System Operator 2		\$23.98	\$24.94	\$25.94	\$26.98	\$28.05	\$29.18	Hourly
Distribution System Operator 3		\$28.76	\$29.91	\$31.11	\$32.35	\$33.65	\$34.99	Hourly
Distribution System Operator 3/Foreman		\$32.31	\$33.61	\$34.95	\$36.35	\$37.80	\$39.31	Hourly
Laborer		\$15.69	\$16.32	\$16.97	\$17.65	\$18.36	\$19.09	Hourly
Operations Superintendent (Salaried Position)		\$86,474.28	\$89,933.25	\$93,530.58	\$97,271.81	\$101,162.68	\$105,209.19	Annual
Utility Worker		\$18.07	\$18.79	\$19.55	\$20.33	\$21.14	\$21.99	Hourly

**New Positions**

Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Water System Operator I (hourly)	\$30.63	\$31.86	\$33.13	\$34.46	\$35.84	\$37.27
Water System Operator II (hourly)	\$35.55	\$36.97	\$38.45	\$39.98	\$41.58	\$43.25
Water System Foreman (hourly)	\$38.06	\$39.58	\$41.17	\$42.81	\$44.52	\$46.31
Water System Superintendent (Salaried, Annual)	\$101,399.79	\$105,455.78	\$109,674.02	\$114,060.98	\$118,623.41	\$123,368.35
Water System Superintendent (Salaried biweekly equivalent)	\$3,899.99	\$4,055.99	\$4,218.23	\$4,386.96	\$4,562.44	\$4,744.94

Both parties stipulate that the following initial steps upon the promotion transition (via Lateral Transfer/Promotion Policy):

- 1) Water System Operator - Step 1, \$30.63/HR
- 2) Water System Operator 2 - Step 1 \$35.55/HR
- 3) Water System Foreman - Step 3, \$41.17/HR
- 4) Water System Superintendent - Step 3, \$109,674 annual salary (\$4,218 biweekly)
- 5) Implementation of new position descriptions and pay scales within 6-months of the SWRCB publication of the Notice of Proposed Rulemaking. However, in the unlikely event that the re-established Hex Chrome MCL is 15-PPB or more, the District will not require treatment operators unless and until the concentration of Hex Chrome in the District's wells exceeds the MCL for Hex Chrome.

Employees shall receive the following COLAs:

Cost of Living Adjustments will be provided on or immediately before December 1, 2022 and December 1, 2023 at the percentage set by the United States Department of Labor, Bureau of Labor Statistics, utilizing the Consumer Price Index for Western Urban Consumers (CPI-U) for the 12-month period ending in October of each adjustment year provided that COLAs shall not exceed three percent (3%) in any one year. However, if the CPI-U percentage increase is greater than 3 % in any one year, the amount over 3% shall be available as a "credit" to be applied if the CPI-U increase is less than 3% in any subsequent year of the term of this MOU.



**From:** Tim Shaw  
**Sent:** Tuesday, February 22, 2022 7:06 AM  
**To:** Tim Shaw  
**Cc:** Pat Goyet; Justin Davis; Frank Chacon; Jamaal Pete; Benny Archibeque  
**Subject:** From SWRCB Meeting Reports for 3-1-2022

**Other priorities and staffing resources available for the development and implementation of regulations.**

**Proposed Priorities for Regulatory Development**

**1. Maximum Contaminant Levels**

**a. Chromium (hexavalent)**

On May 31, 2017, the Superior Court of Sacramento County issued a judgment invalidating the hexavalent chromium maximum contaminant level (MCL) for drinking water. The MCL for hexavalent chromium was deleted from the California Code of Regulations on September 11, 2017 and is no longer in effect. The court also ordered the State Water Board to develop a new MCL. In establishing MCLs, Health and Safety Code section 116365 requires the State Water Board “...to establish a contaminant's maximum contaminant level (MCL) at a level as close as is technically and economically feasible to its public health goal (PHG).” The court's primary reason for finding the MCL invalid was that the California Department of Public Health (which was responsible for the drinking water program before it was transferred to the State Water Board) “failed to properly consider the economic feasibility of complying with the MCL.” An economic feasibility white paper was issued for public comment on March 6, 2020, with a public workshop held on April 27, 2020. Preliminary occurrence data and treatment cost estimates were released in October and November 2020, with public workshops on the cost estimates held on December 8 and 9, 2020. A California Environmental Quality Act scoping meeting was held on November 29, 2021. Scientific peer reviewer comments on proposed best available technologies were made available to the public on January 3, 2022. Publication of a Notice of Proposed Rulemaking is projected for mid-2022.

**Tim Shaw**

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**From:** Hall, Melissa@Waterboards <melissa.hall@waterboards.ca.gov>  
**Sent:** Wednesday, January 5, 2022 9:35 PM  
**To:** Tim Shaw  
**Cc:** LaurenB@acwa.com; Townsend, Jeanine@Waterboards  
**Subject:** Re: Timing of Hexavalent Chromium MCL Notice of Proposed Rulemaking

Good evening, Mr. Shaw.

I listened to the October 19, 2021 Board meeting video to hear Darrin's comments. Regarding the December commencement of formal rulemaking, Darrin simply misspoke, forgetting in the moment that because this is a major regulation, there's a substantial additional step beyond the ordinary rulemaking process prior to publishing the notice of proposed rulemaking. For major regulations, 1 CCR 2002(a) requires that the Standardized Regulatory Impact Assessment (SRIA) be submitted to the Department of Finance not less than either 60 or 90 days (depending on certain other timing factors) prior to filing a notice of proposed action (what we're calling a notice of proposed rulemaking) with the Office of Administrative Law (OAL). Filing of the notice must occur at least 10 days prior to the Friday for which publication in the California Regulatory Notice Register is requested.

The Board member briefings that Darrin mentioned have been underway for several weeks now and have not yet concluded, with Board members expressing keen interest in a wide range of factors. The management review that Darrin described also took longer than expected, as managers at all levels wrestled with many of the same questions and scenarios that Board members are currently delving into.

We do not anticipate being able to submit the SRIA to Department of Finance until after Board member briefings are concluded, and no sooner than the end of this month.

The BAT peer review request and responses I mentioned last month were posted earlier this week. I do, however, need to follow up on the status of the CEQA scoping meeting presentation slides.

Please let me know if you have any additional questions on the status of this regulation development.

Thank you.

-Melissa

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**From:** Tim Shaw <GM@rlecwd.com>  
**Sent:** Monday, January 3, 2022 8:56 AM  
**To:** Hall, Melissa@Waterboards <melissa.hall@waterboards.ca.gov>; Townsend, Jeanine@Waterboards <Jeanine.Townsend@waterboards.ca.gov>  
**Cc:** LaurenB@acwa.com <LaurenB@acwa.com>  
**Subject:** RE: Timing of Hexavalent Chromium MCL Notice of Proposed Rulemaking

EXTERNAL:

SWRCB:

At the October 19, 2021 SWRCB meeting, the Deputy Director of DDW announced that the hexavalent chromium MCL notice of proposed rule making would be published before the end of the year (prior to 12-31-2021). What happened?

*Timothy R. Shaw*  
General Manager  
Rio Linda / Elverta Community Water District  
(916) 991-8891

**From:** Hall, Melissa@Waterboards <melissa.hall@waterboards.ca.gov>  
**Sent:** Thursday, December 2, 2021 12:33 PM  
**To:** Tim Shaw <GM@rlecwd.com>  
**Cc:** LaurenB@acwa.com  
**Subject:** Re: Timing of Hexavalent Chromium MCL Notice of Proposed Rulemaking

Good afternoon, Mr. Shaw.

I think the meeting facilitator said that we would not be posting the video. We can, however, post the slides--probably next week.

I gathered that most of the attendees were looking for an update on the regulation status and content rather than discussion of CEQA. It was also clear that misunderstanding of the effect of BAT designation persists. There were, however, a few solidly on-topic comments, and we did get contact information for a water system with Cr6+ treatment experience whom we had not yet contacted and have since reached out to.

We have received initial peer review comments on BAT. After resolving some follow-on questions and getting the correspondence in web-accessible format, we will be posting those on our website--hopefully before the end of the month.

Thank you.

-Melissa

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**From:** Tim Shaw <GM@rlecwd.com>  
**Sent:** Wednesday, December 1, 2021 1:58 PM  
**To:** Hall, Melissa@Waterboards <melissa.hall@waterboards.ca.gov>  
**Cc:** LaurenB@acwa.com <LaurenB@acwa.com>  
**Subject:** RE: Timing of Hexavalent Chromium MCL Notice of Proposed Rulemaking

EXTERNAL:

Ms. Hall:

Did anything substantive come out of the CEQA Scoping Meeting Hexavalent Chromium MCL held on November 29<sup>th</sup>?

I already looked for any posting of a video from the CEQA Scoping Meeting, but so far I have not found one.

*Timothy R. Shaw*  
General Manager  
Rio Linda / Elverta Community Water District  
(916) 991-8891

**From:** Hall, Melissa@Waterboards <melissa.hall@waterboards.ca.gov>  
**Sent:** Thursday, October 21, 2021 3:20 PM



**To:** Tim Shaw <GM@rlecwd.com>  
**Cc:** LaurenB@acwa.com  
**Subject:** RE: Timing of Hexavalent Chromium MCL Notice of Proposed Rulemaking

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Thank you for forwarding this.

I hadn't seen this ruling yet, but apparently our attorneys are familiar with it.

-Melissa

**From:** Tim Shaw <GM@rlecwd.com>  
**Sent:** Thursday, October 21, 2021 2:47 PM  
**To:** Hall, Melissa@Waterboards <melissa.hall@waterboards.ca.gov>  
**Cc:** LaurenB@acwa.com  
**Subject:** RE: Timing of Hexavalent Chromium MCL Notice of Proposed Rulemaking  
**Importance:** High

EXTERNAL

Ms. Hall:  
Are you aware of the attached court ruling and ramifications thereof?

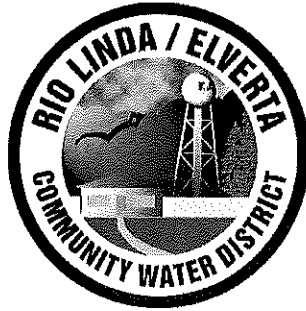
Furthermore, as noted above, the water transported by the City complies with both federal (less restrictive) and State MCLs for total chromium (no specific MCL exists for hexavalent chromium). However, River Watch views these standards as too lenient, and therefore, alleges that the City's water poses a danger to human health.

The dissent noted its view that the appropriate way to address this concern is to seek revision of the MCL through a challenge to the applicable SDWA standards, which are regularly reviewed and provide citizens adequate opportunity for such a challenge, rather than through a RCRA suit.

*Timothy R. Shaw*  
General Manager  
Rio Linda / Elverta Community Water District  
(916) 991-8891

**From:** Hall, Melissa@Waterboards <melissa.hall@waterboards.ca.gov>  
**Sent:** Thursday, October 7, 2021 12:02 PM  
**To:** Tim Shaw <GM@rlecwd.com>  
**Cc:** LaurenB@acwa.com  
**Subject:** RE: Timing of Hexavalent Chromium MCL Notice of Proposed Rulemaking

Good afternoon.



**Information Items**  
**Agenda Item: 5.2**

**Date:** February 28, 2022

**Subject:** Board Reports

**Staff Contact:** Timothy R. Shaw, General Manager

**2. BOARD REPORTS**

1. Report ad hoc committee(s) dissolved by requirements in Policy 2.01.065
2. Sacramento Groundwater Authority (Harris (primary), Reisig)
3. Executive Committee – Ridilla, Reisig

**SACRAMENTO GROUNDWATER AUTHORITY  
SPECIAL MEETING OF THE BOARD OF DIRECTORS  
Tuesday, January 25, 2022; 2:00 p.m.**

**AGENDA**

**This is a Special Board Meeting (workshop) regarding the potential business case for integration and staffing of the Sacramento Groundwater Authority (SGA) and the Sacramento Central Groundwater Authority (SCGA)**

The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the Authority's Administrative Office at the address listed above. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the Executive Director of the Authority at (916) 847-7589. Requests must be made as early as possible, and at least one full business day before the start of the meeting. The Board of Directors may consider any agenda item at any time during the meeting.

**Note: Pursuant to the Governor's Executive Order N-29-20 and given the state of emergency regarding the threat of COVID-19, the meeting will be held via teleconference.**

**Meeting Information:**

SGA Workshop  
Tues., Jan. 25, 2022 2:00 PM - 3:30 PM (PST)

**Please join my meeting from your computer, tablet or smartphone.**  
<https://global.gotomeeting.com/join/233158173>

**You can also dial in using your phone.**  
United States: [+1 \(646\) 749-3122](tel:+16467493122)

**Access Code: 233-158-173**

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PUBLIC COMMENT:** Members of the public who wish to address the Board may do so at this time. Please keep your comments to less than three minutes.
- 3. CONSENT CALENDAR:** All items listed under the Consent Calendar are considered and acted upon by one motion. Anyone may request an item be removed for separate consideration.
  - a.** Extend Resolution 2021-02, including requisite findings, to renew authorization to hold meetings of the Board of Directors via teleconference pursuant to Assembly Bill 361 until such time as the State of Emergency resulting from the COVID-19 pandemic no longer impacts the ability of Board members and the public to safely meet in person.

**Action: Approve Consent Calendar**

**4. WORKSHOP TOPIC: POTENTIAL BUSINESS CASE FOR INTEGRATION AND STAFFING OF SGA AND SCGA**

Presentation and Discussion: Jim Peifer, Executive Director, Rob Swartz, Manager of Technical Services, John Woodling, SCGA Interim Executive Director, and Gina Bartlett, Consensus Building Institute

**5. ADJOURNMENT**

**SACRAMENTO GROUNDWATER AUTHORITY**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
Thursday, February 10, 2022; 9:00 a.m.

**AGENDA**

The Board will discuss all items on this agenda, and may take action on any of those items, including information items and continued items. The Board may also discuss other items that do not appear on this agenda but will not act on those items unless action is urgent, and a resolution is passed by a two-thirds (2/3) vote declaring that the need for action arose after posting of this agenda.

The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection on SGA's website. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact cpartridge@rwah2o.org. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

**Meeting Information:**

SGA Board Meeting  
Thu, Feb 10, 2022 9:00 AM - 11:00 AM (PST)

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/579295917>

**You can also dial in using your phone.**

United States: [+1 \(669\) 224-3412](tel:+16692243412)

**Access Code:** 579-295-917

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PUBLIC COMMENT:** Members of the public who wish to address the Board may do so at this time. Please keep your comments to less than three minutes.
- 3. CONSENT CALENDAR:** All items listed under the Consent Calendar are considered and acted upon by one motion. Anyone may request an item be removed for separate consideration.
  - a. Extend Resolution 2021-02, including requisite findings, to renew authorization to hold meetings of the Board of Directors via teleconference pursuant to Assembly Bill 361 until such time as the State of Emergency resulting from the COVID-19 pandemic no longer impacts the ability of Board members and the public to safely meet in person
  - b. Approve the minutes of December 9, 2021 Board meeting

**Action: Approve Consent Calendar Items**

**4. SACRAMENTO CENTRAL GROUNDWATER AUTHORITY**

Presentation and Discussion: Jim Peifer, Executive Director

**Action: Direct Staff to Proceed to Phase 2 of Process Roadmap to Develop a Governance Proposal for Sacramento Groundwater Authority – Sacramento Central Groundwater Authority Consolidation**

**5. DEVELOPMENT OF SGA FISCAL YEAR 2022 – 2023 BUDGET**

Information and Presentation: Josette Reina-Luken, Finance and Administrative Services Manager

**Action: Chair to Appoint Budget Subcommittee for Fiscal Year 2022 – 2023**

**6. GROUNDWATER SUSTAINABILITY PROGRAM UPDATE**

Information and Presentation: Rob Swartz, Manager of Technical Services

**7. EXECUTIVE DIRECTOR'S REPORT**

**8. DIRECTORS' COMMENTS**

**ADJOURNMENT**

**Next SGA Board of Director's Meetings:**

April 7, 2022, 9:00 a.m. at the RWA/SGA office, 5620 Birdcage Street, Ste. 110, Citrus Heights, the location is subject to change depending on the COVID-19 emergency.

Notification will be emailed when the SGA electronic packet is complete and posted on the SGA website at <https://www.sgah2o.org/meetings/board-meetings/>.

**Minutes**  
**Rio Linda / Elverta Community Water District**  
**Executive Committee**

February 7, 2022  
 6:00 P.M.

The meeting was called to order at 6:00 P.M. The meeting was attended by Director Reisig, Director Ridilla, General Manager Tim Shaw, and Contract District Engineer Mike Vasquez (all attendees were virtual (Zoom)).

**Call to Order:** 6:00 P.M.

**Items for Discussion:**

1.	Update from Contract District Engineer.
	<i>The Contract District Engineer presented his written report and provided additional details on the public works items listed in his report.</i>
2.	Discuss Draft Request for Proposals and Selection Process for Legal Services.
	<i>The General Manager presented his written report. The Executive Committee discussed the appropriateness and the process for soliciting responses and interviewing legal firms to determine the best fit for the District.</i>
	<i>The Executive Committee forwarded this item onto the February 28<sup>th</sup> Board agenda with the Committee's recommendation for Board approval. The Executive Committee further recommends the Board appoint an ad hoc committee to interview the short list or respondents.</i>
3.	GM Minor Budget Revision.
	<i>The General Manager presented his written report. The Executive Committee engaged in a brief discussion regarding the alarming trend of increases in costs beyond inflation, e.g., the annual water permit renewal and the SGA annual dues.</i>
4.	Continue Monitoring the Revenue and Water Consumption Consequent to Rate Restructuring.
	<i>The General Manager presented his written report and further explained the limitations for a monthly review of consumption / revenue trends subsequent to rate restructuring. Director Ridilla also commented that extreme weather (very dry and very wet) also should be factored into trend analysis.</i>
	<i>The Executive Committee agreed that routine, recurring reports should synchronize with the bimonthly billing cycles.</i>
5.	Discuss the Need to Revise or Repeal District Policy 4.31.217, Reduction Due to Accidental Loss.
	<i>The General Manager presented his written report. The Executive Committee discussed the appropriateness for rescinding or revising Policy 4.31.217.</i>
	<i>The Executive Committee forwarded an item onto the February 28<sup>th</sup> Board agenda to enable Board consideration of policy revision or rescinding the policy.</i>
6.	Discuss Correspondence with State Water Board Regarding Timing of Hexavalent Chromium MCL.
	<i>The General Manager presented his written report, and the Executive Committee engaged in discussion about the protracted process the state has incurred in readopting the Hexavalent Chromium Maximum Contaminant Level (MCL)</i>
	<i>The Executive Committee directed staff to place an information item on the February 28<sup>th</sup> Board agenda to enable discussion by all Board Members.</i>

<p>7. Discuss Board Member Statutorily Required Training (Ethics and Prevention of Harassment).</p>
<p><i>The General Manager presented his written report, and the Executive Committee engaged in brief discussion about the options for statutorily required training for Board Members (Ethics and Preventing Harassment). Specifically, the Committee discussed the lack of options via Board Members attending conferences where the training is typically provided</i></p> <p><i>The General Manager will use the District's computer based training platform (Target Solutions) to assign Board Members statutorily required training.</i></p>
<p>8. Discuss Expenditures for December 2021.</p>
<p><i>The Executive Committee forwarded this item onto the February 28<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.</i></p>
<p>9. Discuss Financial Reports for December 2021.</p>
<p><i>Director Ridilla noted that page 31 of 35 in the hardcopy of the Committee packet was missing from his packet. The General Manager confirmed that the digital version of the packet, the same document used for the virtual Executive Committee meeting, does include that page, which is part of the Financial Reports. The General Manager further confirmed that the packet posted to the District's website and Facebook Page does include that page.</i></p> <p><i>The Executive Committee forwarded this item onto the February 28<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.</i></p>

**Directors' and General Manager Comments:**

**Items Requested for Next Month's Committee Agenda:** *The Executive Committee requested an item to review the Capital Improvements Projects List.*

**Adjournment:** 6:34 P.M.

Next Executive Committee meeting: Monday, March 7, 2022 at Visitors / Depot Center (or virtual dependent upon regulatory restrictions).