



Yuba County, California



BOARD MEETING AGENDA

Reclamation District 784  
1594 Broadway Street  
Arboga, CA 95961-8821

Meeting Description:  
Reclamation District No. 784 Board of Trustee's Board Meeting

Date: September 6, 2022 Time: 10:00 a.m. Location: Reclamation District 784 Office

**This Meeting Will Be Accessible To The Public In Person or Via Zoom Meeting**

Join Zoom Meeting (Copy and paste link into search field of an internet browser)

<https://us02web.zoom.us/j/81038854262?pwd=OTQwRDRvdFI5akVwcEdRK3RLSUJCUT09>

Meeting ID: 810 3885 4262

Passcode: 7842020

To participate via the audio only teleconference, dial into the meeting by calling:

1-253-215-8782 US

OR

1-301-715-8592 US

Enter Meeting ID: 810 3885 4262

Enter Passcode: 7842020 (You may be prompted to enter this twice)

*1. Call to Order: Welcome to the Reclamation District 784 Board of Trustees Meeting.*

*Roll Call: Rick Brown – RD784 Board President, David Read – RD784 Board Vice President, Joe Danna – RD784 Trustee, Sarbdeep Atwal – RD784 Trustee, Jared Hastey – RD784 Trustee, Kimberly Ford – RD784 Deputy Secretary of the Board, Patrick Meagher – RD784 Secretary of the Board, Jess McLaughlin – RD784 Field Superintendent, Sean Minard – RD784 Engineer, and Jesse Barton - RD784 Attorney.*

*2. Open Session:*

*3. Public Communication: Any person may speak on any topic provided it is within the jurisdiction of the Reclamation District 784. If a person wishes to speak on any agenda item in particular, that person may speak now, or if that person wishes to withhold comment until Board consideration of the item, please inform the Board at this time what agenda item the speaker wishes to address, and the Board will solicit additional comment when that agenda item is called. The time allotted for receiving public comment will be limited to no more than five minutes per each individual or group.*

*Consent Items*



4. Approve Meeting Minutes -

5. Approve Checks and Warrants -

*Discussion Items*

6. Board to Receive an Update on Unauthorized Site Improvements at 1120 Murphy Rd. -

7. Board to Receive an Update on Planned Outfall Pipe Repairs at Pump Station No. 3 -

8. Board to Consider Taking Over Sonitrol Remote Security Camera Systems -

9. Board to Receive Information on Exemptions from the Drainage Impact Fee Program and Consider Extending Time Limits for Demolished Structures -

10. Board to Consider Approving ACWA JPIA Health Benefit Premiums for 2023 -

11. Board to Consider Approving the Updated District Employee Handbook -

12. Board to Consider Authorizing the General Manager to Accept ACWA Membership -

13. Board to Consider Authorizing the General Manager to Execute the ACWA JPIA Agreement and Adopting Resolution 2022-09-01 Agreeing to the Conditions as Set Forth in the JPIA Agreement -

14. Board to Designate a District Trustee and Alternate to Serve as an ACWA JPIA Director -

15. Board to Receive an Update on a Contract Awarded for the WPIC Slip Out Repairs -

16. Board to Consider Authorizing the general Manager to Sign and Submit a Notice of Exemption to Satisfy DWR 2022-23 FMAP CEQA Requirements -

17. Board to Consider Authorizing the General Manager and Staff to Participate in the Yuba County Emergency Preparedness Fair -

18. Board to Receive the Budget Snapshot for July & August 2022 -

19. Field Manager's Report -

20. Administrative Assistant's Report -

21. General Manager's Report -

22. Adjournment -

The complete Board Agenda Meeting Material is available at the Reclamation District 784 Office, located at 1594 Broadway, Arboga, CA 95961. Any disclosable public record related to an open session item on the agenda and has been distributed to all or a majority of the Board Members less than 72 hours prior to the meeting and is available for public inspection during normal business hours.

If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Office Manager of the Reclamation District 784 at (530) 742-0520 or fax (530) 742-3021. All requests should be made at least 24 hours prior to the start of the meeting. This follows compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof.



Reclamation District 784  
Regular Board Meeting Agenda Briefing  
September 6, 2022

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<https://us02web.zoom.us/j/81038854262?pwd=OTQwRDRvdFI5akVwcEdRK3RLSUCUT09>

Meeting ID: 810 3885 4262

Passcode: 7842020

1. Call to Order:
2. Open Session:
3. Public Comment:

Consent Items:

4. Approve Minutes:
5. Approve Checks and Warrants:

Discussion Items:

6. Board to Receive an Update on Unauthorized Site Improvements at 1120 Murphy Rd.: At the August 2, 2022 meeting, the Board provided staff direction to give the landowner until the September 6, 2022 Board meeting to respond to the District with an update on how they plan to resolve the issue of covering over 3 acres of land without paying drainage impact fees. (Presentation by the landowner)
7. Board to Receive an Update on Planned Outfall Pipe Repairs at Pump Station No. 3: Background: It was explained during the April 5 Board meeting that final 2020 urban pipe inspection report revealed one major defect in discharge line #3 at pump station #3. The defect was identified as a *joint separation medium* and should be repaired as soon as practical. MHM recommends slip lining the pipe to resolve the defect rather than excavating and removing a section of pipe from the levee. MHM will submit a request to the CVFPB to allow the slip lining repair to be completed under the premise of maintenance, rather than construction which would eliminate the need for an actual permit. The estimated cost is approximately \$200,000 and is planned to be funded by the DWR FMAP grant program. Pump Station 3 remains in full operation while MHM continues to procure a repair plan and approval from the CVFPB. The estimated start date will be sometime in spring/summer 2023. (See Handout)



8. Board to Consider Taking Over Sonitrol Remote Security Camera Systems: The District currently pays for monthly security video verification services for the office/shop and pump stations 2, 3, 6, and 10. Several years ago, TRLIA paid Sonitrol to install and set-up "Point-Tilt-Zoom" (PTZ) cameras at pump station 3 and another near the toe of the levee at Star Bend. PTZ cameras enable the operator to move the camera and record footage, all from a computer or hand-held device. TRLIA no longer desires to pay for this service. The District currently pays approximately \$1,430.00 per month for regular video services which includes notifications by a live dispatcher if trouble is sensed. If the District takes over the PTZ cameras, the monthly fee will be \$175.00 each (\$350.00 for both). The annual fiscal impact would be an additional \$4,200.00. See Handouts
  
9. Board to Receive Information on Exemptions from the Drainage Impact Fee Program and Consider Extending Time Limits for Demolished Structures: When a project in the older part of the District is in the plan review stages, landowners have been allowed in the past to submit proof of pre-existing structures or other impervious surfaces to be applied as credit toward the drainage impact fee calculation. A landowner recently submitted plans to construct a duplex on a parcel where a structure was demolished in 2011 and also requested credit for the demolished structure. After doing some research it was discovered in Addendum 1 in the February 4, 2013 Drainage Impact Fee Nexus Study that any exemptions or reductions in the fees will be based on the District's independent analysis and review of the subject property and that any structure replaced or reconstructed on the same parcel within 2 years of a structure being demolished shall be exempt from drainage impact fees. Staff is seeking direction to either stay with the 2-year limit or if the Board would like to consider extending the limit. (See handout)
  
10. Board to Consider Approving ACWA JPIA Health Benefit Premiums for 2023: The ACWA JPIA benefit premiums for 2023 have been received. The final rates are nearly identical to the draft rates within a few cents that were presented at the August Board meeting. The District has received contingent approval to join the JPIA ACWA benefits program. It is anticipated the District will receive final approval after the September 23 ACWA Board meeting and September 28 ACWA JPIA Executive Committee meeting. See Handout.
  
11. Board to Consider Approving the Updated District Employee Handbook: One of ACWA JPIA's required conditions for joining the health benefits program is to update the District's handbook sections pertaining to benefits by implementing specific language as advised by the JPIA benefits specialist, such as providing examples of



eligible employees, dependents, how benefits will be paid while on protected leave, explaining how COBRA benefits will be offered upon separation from the District, etc. Staff completed all updates to the satisfaction of the JPIA. The last updated version was approved at the July 2019 Board meeting. (See updated handbook and summary of changes handouts)

12. Board to Consider Authorizing the General Manager to Accept ACWA Membership: The District is required to join the Association of California Water Agencies (ACWA) as a condition to become a member of the ACWA JPIA health benefit program. Staff submitted the application to ACWA and is seeking authorization from the Board to accept membership contingent upon approval at the September 23, 2022 ACWA Board meeting.
13. Board to Consider Authorizing the General Manager to Execute the ACWA JPIA Agreement and Adopting Resolution 2022-09-01 Agreeing to the Conditions as Set Forth in the JPA Agreement: To join the ACWA JPIA health benefits program, the District is required to execute an agreement. If approved, there is a 3-year minimum commitment with a minimum 12 month notice to cancel membership if ever desired. (See Handout)
14. Board to Designate a District Trustee and Alternate to Serve as an ACWA JPIA Director: All member agency directors along with staff are invited to the ACWA JPIA Board meetings which are held twice a year in May and November. Attendance isn't required but encouraged. For governance purposes, this full board elects an executive committee with nine members who approve business throughout the year at more frequent meetings.
15. Board to Receive an Update on a Contract Awarded for the WPIC Slip Out Repairs: At the June 7 Board meeting, staff was authorized to award a contract to the lowest responsible bidder before the July meeting. At the July 5 Board meeting, all bids were rejected as recommended by staff due to one bid that was incomplete, and the other that was twice as much as the original engineer's estimate. As directed by the Board, the project was rebid. New bids were publicly opened and read aloud at the District office on Friday, August 5, 2022 at 3:00PM. After MHM review and recommendation, staff awarded a contract to Dragon Demolition in the amount of \$116,991.51 as low bidder after the 7-day bid protest period ended. (See Handout)
16. Board to Consider Authorizing the GM to Sign and Submit a Notice of Exemption to Satisfy DWR 2022-23 FMAP CEQA Requirements: Recently, DWR sent out an email to inform all LMA's that FMAP applications submitted earlier this year for

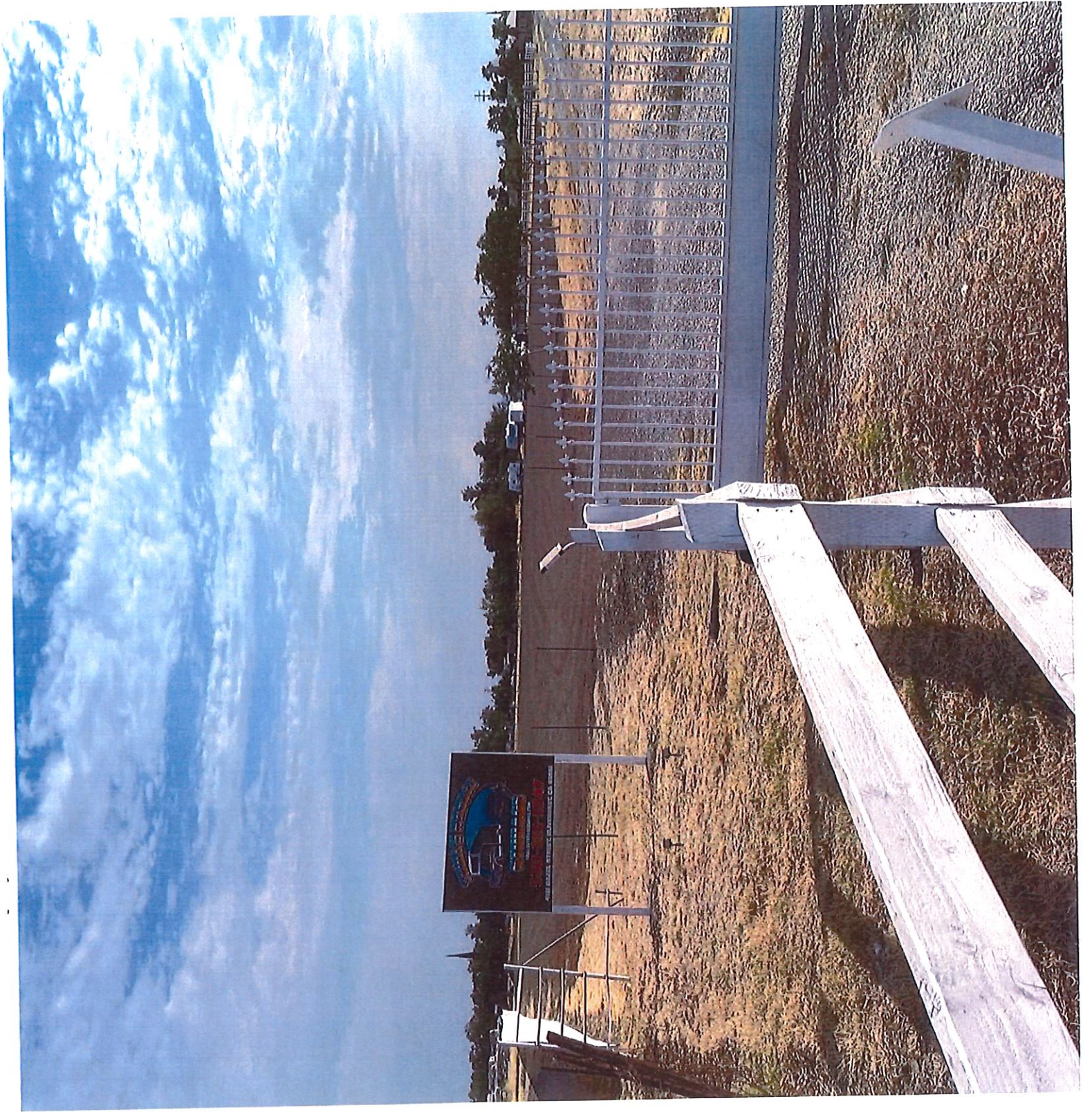


funding in 2023 will now require a completed Environmental Information Form to comply with CEQA requirements. It is anticipated all District project and maintenance activities should not require anything more than filing an NOE (Notice of Exemption) with the State Office of Planning and Research.

17. Board to Consider Authorizing the GM and Staff to Participate in the Yuba County Emergency Preparedness Fair: The Yuba County Office of Emergency Services is organizing an emergency preparedness fair slated for Thursday, October 20, 2022 from 5:30 PM – 7:30 PM in the parking lot across from Linda Fire Station 1. OES is requesting staff to participate by providing a table to pass out information, set up a display, or to just chat with local residents about who the District is and what purpose it serves.

18. Board to Receive Budget Snapshot for July and August 2022:







**To:** Patrick Meagher, Reclamation District No. 784

**From:** Kyle Sanchez, PE

**CC:** Sean Minard, PE, PLS

**Date:** August 25, 2022

**Subject:** Technical Summary for RD 784 Pump Station 3 Repair

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### **Purpose and Summary**

The purpose of this memorandum is to summarize the different options for repairing pipe #3 on the waterside of Pump Station 3. The video inspections that were performed in October of 2020, and June of 2021 found one location where the bead weld had separated, and several other locations where the bead welds were raised. The location where the bead weld had separated was at the thrust block, just West of the valve box. Two options are available for the repair on the separated bead weld; remove and replace the area of concern, or to line the existing pipe with a Cured in Place Pipe.

### **Repair Options**

The two options for repairing the existing pipes would need to go through a Central Valley Flood Protection Board (CVFPB) approval process. The extent of this process would vary depending on the repair.

For the removal and replacement of the pipe where the bead weld separation was found, the approval process would more than likely require a CVFPB permit. The timeline on a CVFPB permit ranges from six months to a year depending on US Army Corps of Engineer's involvement. The degrading of the existing levee, removal of the existing thrust block and replacement of these items is what would trigger this. The cost of the removal and replacement is relatively low, approximately \$150,000. With the impacted area being relatively small, there is limited embankment imported and a small amount of CLSM to pour. The timeline of this being performed is in the three-four week range, depending on the CLSM and concrete thrust block curing.

For the lining of the existing pipe with a Cured in Place Pipe, the approval process would need an approval letter from CVFPB. The timeline on this is 30 – 60 days. The cost of this process would be significantly higher than the previous option, approximately \$215,000. The liner for the pipe has been the driving cost of the project. The timeline of this work being performed is in the one-two week range, depending on the feasibility of removing the existing valve assembly for access.

## Recommendations for Repair

Based on our experience with the application process with Central Valley Flood Protection Board, the quickest and easiest repair would be the Cured in Place Pipe. Removing the USACE review process from the approval letter will guarantee that the project is completed by the end of the construction season in 2023. The CIPP lining also extends the lifetime of the entire pipe, not just the point of repair.

## References

- 2020-21 Summit Pipeline's Inspection Reports
- Technical Summary Report for RD 784 ULDC Compliance – 2020 Pipeline Inspections



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## Scope Details

Sonitrol to add Platinum Maintenance Coverage to Pump Station 3 camera for additional \$175.00 monthly.

Included in Platinum Protection:

- Replacement Parts as necessary, Loaner Equipment if off site repair is required.
- Covered Maintenance of CCTV / Video System and Inspections upon request.
- System Adjustment, Testing and Repair (not caused by misuse or damage).
- After Hours On-Call Emergency Service (defined as your system is down, does not include Mobile App or pulling footage).
- Priority Service Response on Urgent Service Requests.
- Ongoing Training to Improve Clients Comfort and Understanding with System(s), Virtual Trainings included.
- Remote Video System Health Monitoring to Identify inherent issues for automatic ticketing for our Service Department

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## Scope Details

Sonitrol to add Platinum Maintenance Coverage to Starbend camera for additional \$175.00 monthly.

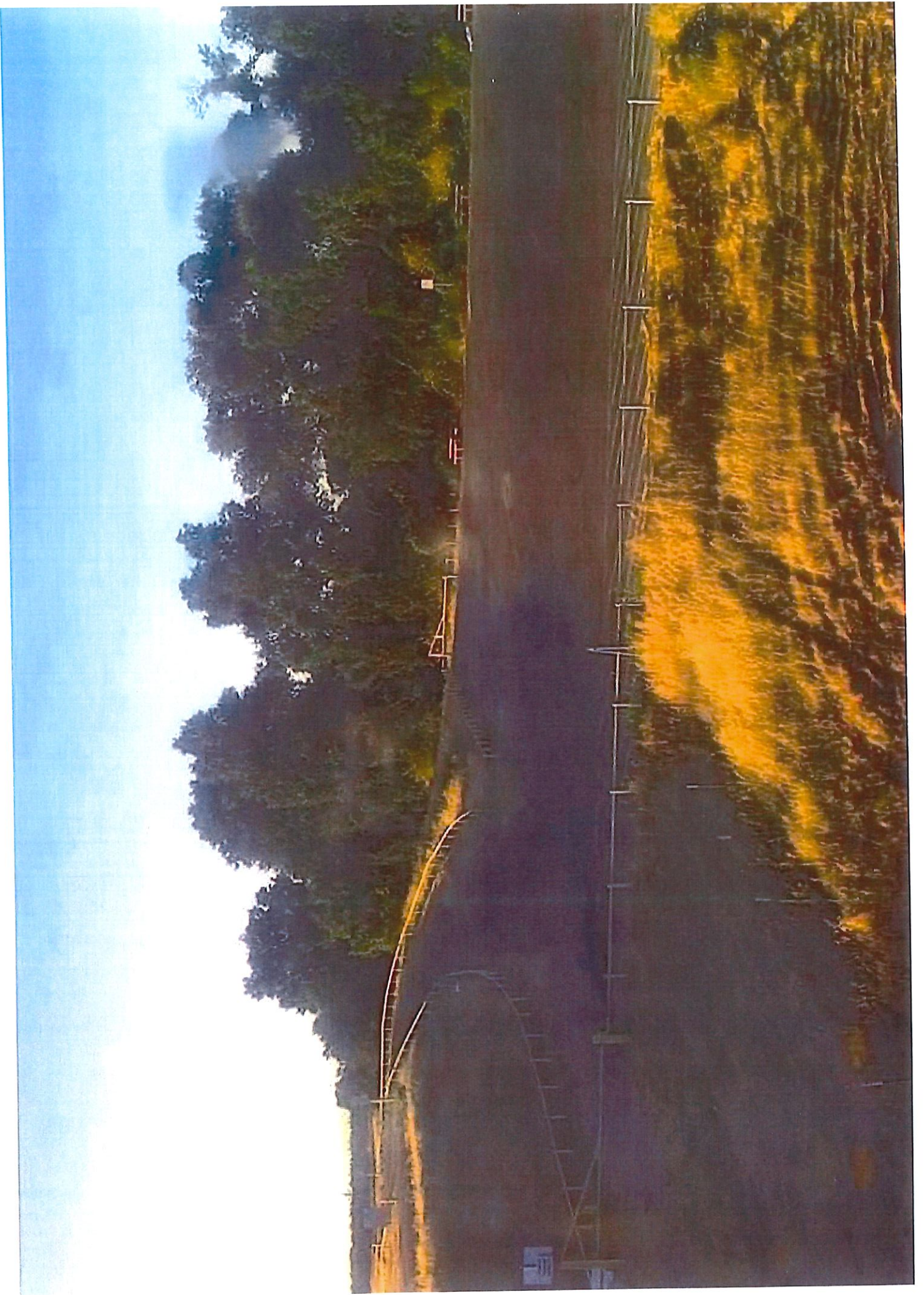
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- Priority Service Response on Urgent Service Requests.
- Ongoing Training to Improve Clients Comfort and Understanding with System(s), Virtual Trainings included.
- Remote Video System Health Monitoring to Identify inherent issues for automatic ticketing for our Service Department











EPS applied the average of the change in the San Francisco CCI and the change in the 20-city CCI, as reported in the Engineering News Record and summarized in a tabular format in the preceding section. Again, because the current Drainage Impact Fees were based on 2011 costs, costs are inflated based on CCI changes from June 2011 to December 2012.

**Table 2** details the resulting updated Basin B Drainage Impact Fees, and **Table 3** provides the updated Drainage Impact Fees for Basin C and Basin C-1.

EPS also updated the Basin C Advance Funding Charge to reflect 2012 dollars. This calculation is provided in **Table 4**.

## **Future Inflation Adjustments**

This Addendum updates the RD 784 Drainage Impact Fees for Basins A, B, and C to reflect December 2012 costs. Future inflation adjustments should use December 2012 as the basis from which the Drainage Impact Fees are adjusted.

## **Drainage Fee Program Implementation**

The section entitled "Drainage Fee Program Exemptions" commencing on page 40 of the 2011 Nexus Study is replaced with the following text.


### **Exemptions from the Fee**

The drainage fee may be reduced under certain circumstances. Any exemptions or reductions in fees will be based on RD 784's Independent analysis and review of the subject property. All determinations regarding the exemptions provided in this section shall be made by the RD 784 General Manager subject to appeal to the RD 784 Board. All determinations regarding drainage fee exemptions will be subject to County approval. The following entities will be exempted from payment of the drainage fees.

#### ***Agricultural Land***

Land in agriculture is exempt from Drainage Impact Fees. At the time a proposal to convert the land to another use is approved, the land will no longer be exempt, and Drainage Impact Fees shall be paid as described herein.

#### ***Replacement/Reconstruction***

 Any structure replaced or reconstructed on the same parcel within 2 years of a structure being demolished, damaged, or destroyed for any reason shall be exempt from Drainage Impact Fees. However, if the unit(s) replaced or reconstructed exceeds the documented total number of units demolished/damaged/destroyed or the building(s) replaced or reconstructed exceeds the total documented footprint of the building(s) replaced or reconstructed, the excess is subject to Drainage Impact Fees.

#### ***Administration of Exemptions***

No exemptions shall be given except as specified herein. The County shall make all final determinations regarding exemptions.

# ACWA JPIA 2023 Medical Plan Monthly Rates

## SACRAMENTO

Amador, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Sutter, Yolo & Yuba Counties

	Standard Rates		Incentive Rates (-4%)		Change to Rates
	Single	Family	Single	Family	
<b>Anthem Blue Cross</b>					
Classic PPO	838.55	2,222.16	805.01	2,133.28	-10.0%
Advantage PPO	737.92	1,955.49	708.40	1,877.26	-10.0%
Consumer Driven Health Plan (CDHP)	670.84	1,777.73	644.01	1,706.63	-10.0%
CalCare HMO	1,248.85	3,309.45	1,198.90	3,177.09	5.4%
Value HMO	1,149.94	3,047.34	1,103.94	2,925.44	5.4%
<b>Kaiser North</b>					
Traditional HMO	834.61	2,320.22	801.23	2,227.42	+2.8% / -1.3%
HMO with Optical	849.36	2,361.22	815.39	2,266.78	+2.8% / -1.3%
Value HMO	771.57	2,144.96	740.71	2,059.17	+2.8% / -1.3%
Consumer Driven Health Plan (CDHP)	644.38	1,791.38	618.60	1,719.71	+2.8% / -1.3%
<b>Medicare Advantage</b>					
Kaiser Senior Advantage	255.12	1,190.92			-11.5%
United Healthcare PPO	404.70	1,214.10			3.1%
<b>Mixed Medicare<sup>1,2</sup></b>					
Classic PPO	1,243.25	1,788.31	1,209.71	1,732.97	-6.1%
Advantage PPO	1,142.62	1,622.27	1,113.10	1,573.56	-5.8%
Consumer Driven Health Plan (CDHP)	1,075.54	1,511.59	1,048.71	1,467.32	-5.5%
CalCare HMO	1,653.55	2,465.30	1,603.60	2,382.89	4.8%
Value HMO	1,554.64	2,302.10	1,508.64	2,226.20	4.8%
Kaiser Traditional HMO + Senior Advantage <sup>5</sup>	1,089.73	1,740.73	1,056.35	1,681.31	0.6%

<sup>1</sup> Mixed Medicare rates are for enrollments that include one retiree with Medicare and one without Medicare.

<sup>2</sup> Kaiser enrollments cannot mix with UHC enrollments. It must be Anthem+UHC or Kaiser+Kaiser.

<sup>3</sup> Kaiser Mixed Medicare rates vary based on a variety of combinations. Email [benefits@acwjia.com](mailto:benefits@acwjia.com) to request a scenario-specific rate.

<sup>4</sup> Family Mixed Medicare rates are for one adult with Medicare, plus one adult and child without Medicare.

<sup>5</sup> Change to Mixed Medicare rates shown is a comparison of Two-Party Standard rates.

If you have questions or would like additional information, please email [benefits@acwjia.com](mailto:benefits@acwjia.com).



## ACWA JPIA 2023 Medical Plans

Anthem Blue Cross	Deductible (Indiv./Family)	Dr.	ER	Hospital	X-ray, lab	Prescription	Medical Max Out of Pocket	RX Max Out of Pocket
Classic PPO	\$200/600	\$15	\$50	Ded/10%/20% <sup>1</sup>	20%	\$5/20/50	\$2,000/4,000	\$5,350/10,200
Advantage PPO	\$500/1,000	\$20	\$50	Ded/20%	20%	\$5/20/50	\$3,000/6,000	\$3,600/7,200
CalCare HMO	None	\$10	\$50	\$0	N/A	\$5/20/50	\$500/1,500	\$6,100/11,700
Value HMO	None	\$30	\$150	\$250	N/A	\$5/20/50 <sup>2</sup>	\$2,500/5,000	\$4,100/8,200
Consumer Driven Health Plan	\$1,500/3,000 <sup>3</sup>	Deductible, then 20% coinsurance				Ded/\$5/20/50	\$2,500/4,000	

Kaiser	Deductible (Indiv./Family)	Dr.	ER	Hospital	X-ray, lab	Prescription	Combined Max OOP
Traditional HMO	None	\$10	\$50	\$0	N/A	\$5/15	\$1,500/3,000
HMO with Optical	None	\$10	\$50	\$0	N/A	\$5/15	\$1,500/3,000
Value HMO	None	\$30	\$150	\$250	N/A	\$10/20	\$3,000/6,000
Consumer Driven Health Plan	\$1,500/3,000 <sup>3</sup>	\$20	\$100	\$250	copays	Ded/\$10/20	\$3,000/5,600 <sup>4</sup>

Medicare Advantage	Combined Max OOP
Kaiser Senior Advantage	\$1,000/2,000
UHC Medicare Advantage PPO <sup>5</sup>	\$500 per person

### Important Notes

- <sup>1</sup> Facility charge is covered at 90%. Physician charge covered at 80%. Both are subject to deductible.
  - <sup>2</sup> An annual \$100 (individual)/\$300 (family) drug deductible applies to medications on this plan.
  - <sup>3</sup> Member is responsible for 100% of medical & prescription costs (excluding Preventive Care and some maintenance medications) until deductible is met.
  - <sup>4</sup> An *individual* enrolled in *family* coverage will have a maximum liability of \$3,000 toward the family deductible and family maximum out of pocket.
  - <sup>5</sup> Retiree's enrollment in Medicare Parts A and B is required.
- This is a very brief plan comparison of IN-NETWORK benefits. Plan summaries are available at [www.acwajpia.com](http://www.acwajpia.com).  
The Evidence of Coverage prevails in the event of a discrepancy.

District Health Ancillary Benefits - Monthly Premium Cost Comparisons

- 3 Employees are on HDHP + Family
- 2 Employees are on HDHP Employee + 1
- 1 on PPO Platinum Employee Only
- 1 on PPO Platinum Employee + Family

**ACWA**

<b>GSRMA</b>		*Annual savings after ACWA annual dues and cost of T.P. COBRA administration	
Zero Annual Dues	Estimated Annual T.P. COBRA Administration	\$	500.00
	2022 - (Prorated for Oct - Dec only)	\$	1,645.63
	2023 - With 50% first year discount	\$	7,302.50
	2024 - With 25% second year discount	\$	11,587.50
	2025 - No discounts by third year and beyond	\$	15,450.00

**ACWA**

<b>GSRMA</b>		Classic PPO - Anthem Blue Cross @ Incentive Rates (-4%)	
Deductible:			
\$200 individual/\$600 family and 80% covered after deductible met.			
	2023 (Actual) Rates		Annual Savings
Employee Only	\$	805.01	\$ 415.99
Employee + 1	\$	1,610.02	\$ 826.98
Employee + Fam	\$	2,133.28	\$ 1,037.72
*Max out of pocket \$2,000 individual/\$4,000 family			

**Consumer Driven Health Plan (CDHP) - Anthem Blue Cross @ Incentive Rates (-4%)**

\*Recommendation to increase monthly HSA payments for copays: Employee Only - \$150  
Employee + 1 or more - \$300

<b>GSRMA</b>		Consumer Driven Health Plan (CDHP) - Anthem Blue Cross @ Incentive Rates (-4%)	
Deductible:			
\$1,400 individual, \$2,800 family and 90% covered after deductible met.			
	2023 (Actual) Rates		Annual Savings
Employee Only	\$	\$644.01	\$ 271.99
Employee + 1	\$	\$1,288.02	\$ 542.98
Employee + Fam	\$	\$1,706.63	\$ 672.37
*Max out of pocket \$5,000 individual/\$10,000 family			



District Health Ancillary Benefits - Monthly Premium Cost Comparisons

- 3 Employees are on HDHP + Family
- 2 Employees are on HDHP Employee + 1
- 1 on PPO Platinum Employee Only
- 1 on PPO Platinum Employee + Family

**GSRMA** ACWA

Dental High Plan	Delta Dental	2023 Rates	2023 Rates	Delta Dental	Monthly Savings	Annual Savings
	Dental PPO/Premier - Delta Dental					
Employee Only	\$ 54.07	\$ 47.86	Employee Only	\$ 6.21	\$ 74.52	
Employee + 1	\$ 91.03	\$ 94.96	Employee + 1	\$ (3.93)	\$ (47.16)	
Employee + Family	\$ 138.49	\$ 169.30	Employee + Fam	\$ (30.81)	\$ (369.72)	

Vision Option 3	VSP	2023 Rates	2023 Rates	VSP	Monthly Savings	Annual Savings
	Vision Option 3					
Employee Only	\$ 8.19	\$ 23.66	Employee Only	\$ (15.47)	\$ (185.64)	
Employee + 1	\$ 15.75	\$ 23.66	Employee + 1	\$ (7.91)	\$ (94.92)	
Employee + Family	\$ 25.10	\$ 23.66	Employee + Family	\$ 1.44	\$ 17.28	

\*Composite rate any tier regardless if E, E + 1, or E + Family

**Association of California Water Agencies  
Joint Powers Insurance Authority  
2022 VISION PLANS**

VSP	Plan B			Plan C						
<b>Exam Frequency</b>	Every 12 months			Every 12 months						
<b>Prescription Glasses</b>	Every 12 months			Every 12 months						
<b>Lenses covered in full</b>	No Cost			No Cost						
-Single vision, lined bifocal and trifocal lenses	No Cost			No Cost						
-Polycarbonate lenses for kids	No cost for standard ; co-pay varies for premium			No cost for standard ; co-pay varies for premium						
-Progressive Lenses	\$25			\$25						
-Anti-reflective coating	Every 24 months			Every 12 months						
<b>Frame</b>	\$150 allowance			\$150 allowance						
-Frame allowance	20%			20%						
-Discount after allowance										
<b>Contact Lenses</b>	\$150 allowance (in lieu of glasses)		\$50 copay + Glasses	\$150 allowance (in lieu of glasses)		\$50 copay + Glasses				
<b>Exam &amp; Prescription Glasses Co-pay</b>	\$0	\$10	\$10	\$0	\$15	\$15				
<b>Monthly Premiums</b>										
<b>Rate structure*</b>	Composite	Tiered	Composite	Tiered	Composite	Composite	Tiered	Composite	Tiered	Composite
<b>Divison</b>	3009	3001	3043	3029	3041	4005	4003	4029	4017	4033
<b>Employee Only</b>		\$ 14.76		\$ 11.70			\$ 17.76		\$ 13.27	
<b>Employee + 1</b>		\$ 23.46		\$ 18.40			\$ 28.09		\$ 21.01	
<b>Employee + Family</b>		\$ 45.71		\$ 35.54			\$ 54.50		\$ 40.77	
<b>Composite Rate (any tier)</b>	\$ 23.66		\$ 18.56		\$ 24.40	\$ 28.65		\$ 21.18		\$ 26.85

Rates are in effect from 1/1/2022 - 12/31/2022. Benefits quoted are for in network services. Out of network benefits are significantly lower. VSP has an extensive network of providers, which can be found at [www.vsp.com](http://www.vsp.com). This is a brief summary of benefits. More detailed summaries are available at [www.acwajpia.com](http://www.acwajpia.com). In the event of any discrepancy, the Evidence of Coverage prevails.

See the Program Policy Manual for contribution and participation requirements. In brief: ACWA JPIA vision plan may not be offered along side another vision plan. All employees must be covered at the employer's expense. Dependents, if 100% employer paid, should also all be enrolled. In that case the Composite rate makes sense. A composite rate applies to member regardless of number of dependents.

\* If employees are required to contribute to dependent coverage, and may waive dependents, the Tiered rates would apply.

ACWA JPIA License No. 0172324



**Association of California Water Agencies  
Joint Powers Insurance Authority  
2022 NON-VOLUNTARY DENTAL PLANS**

Delta Dental PPO/Premier <sup>1</sup> Plan Options										DeltaCare HMO <sup>2</sup>
	PPO/Premier ( or Out of Network)			PPO/Premier ( or Out of Network)			PPO/Premier ( or Out of Network)			In Network
Annual Max Benefit	\$2,000			\$1,500			\$1,500			None
Annual Deductible Individual/Family	\$25/\$50			\$25/\$50			\$25/\$50			None
Diagnostic cleanings, x-rays	100% (100)			100% (100)			100% (100)			No Charge
Basic fillings	85% (80)			80% (80)			70% (70)			\$0-\$150 co-pay
Endodontics roots	85% (80)			80% (80)			70% (70)			\$0-\$105 co-pay
Periodontics gums	85% (80)			80% (80)			70% (70)			\$0-\$150 co-pay
Oral Surgery	85% (80)			80% (80)			70% (70)			\$0-\$40 co-pay
Crowns	50% (50)			50% (50)			50% (50)			\$60 co-pay
Prosthodontics <sup>3</sup> implants, dentures	50% (50)			50% (50)			50% (50)			Not Covered, \$0-\$90 \$350 Start-up
Orthodontics <sup>3</sup> Lifetime Benefit Covered Participants	N/A	50% \$2000 max benefit/ person		N/A	50% \$2000 max benefit/ person		N/A	50% \$2000 max benefit/ person		Child \$1,600 Co-pay Adult \$1,800 Co-pay
	N/A	Child only	Child & Adult	N/A	Child only	Child & Adult	N/A	Child only	Child & Adult	Child & Adult
Division	1009	1007	3007	1012	1002	3002	1001	1003	3003	HMO
Monthly Premiums										
Employee Only	\$ 46.23	\$ 46.23	\$ 47.86	\$ 33.72	\$ 33.72	\$ 35.36	\$ 31.20	\$ 31.20	\$ 32.84	\$ 29.19
Employee + 1	\$ 90.21	\$ 94.11	\$ 94.96	\$ 65.20	\$ 69.09	\$ 69.99	\$ 60.16	\$ 64.06	\$ 64.95	\$ 45.36
Employee + Family	\$ 147.39	\$ 164.17	\$ 169.30	\$ 106.12	\$ 122.90	\$ 128.10	\$ 97.81	\$ 114.59	\$ 119.78	\$ 64.72

Rates are in effect 1/1/2022 - 12/31/2022. All employees and dependents must be enrolled for the rates above. "Voluntary Plans" allowing dependents to opt out are available, at a slightly increased cost to the dependent tiers. This is a brief summary of benefits. More detailed summaries are available at [www.acwajpia.com](http://www.acwajpia.com). In the event of any discrepancy, the Evidence of Coverage prevails. Participating providers can be found at [www.deltadentalins.com](http://www.deltadentalins.com). See the Program Policy Manual for contribution and participation requirements.

<sup>1</sup> Services can be obtained from PPO, Premier or Out-of-network providers. PPO and Premier network benefits are listed above. When out of network, patients are responsible for the full cost above the in-network rates.

<sup>2</sup> Services rendered by other than your assigned DeltaCare dentist are not covered, with the exception of \$100 allowance for out-of-area emergency services. Benefits not specifically listed in the EOC are not covered. Additional cost applies for "optional" benefits. See the EOC for co-pays for specific services. Plans admin. directly by DeltaCare.

<sup>3</sup> 12-month waiting period applies.

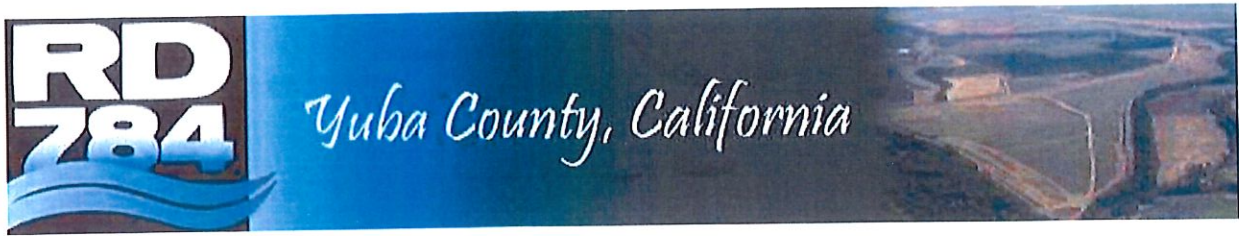


# RD784 Employee Handbook

## Summary of Updates

- Section V, Letter J, page 11 (Wages) - Updated non-exempt employee wages approved at the July 5, 2022 Board meeting.
- Section VI, Letter A, page 12, 13 (Benefits) - Identifies eligible employees and dependents and protocols for benefit changes.
- Section VII, page 13 (Leave of Absence) - Additional language added to show when and how long employees will be entitled to receive COBRA benefits if they choose to sign up and pay for.
- Section VII, letter F, page 19 – Payment of employee benefits while on protected leave such as California Family Rights Act (CFRA)
- Section VII, letter H, page 20 (Worker’s Compensation Benefits) – Language added to say that worker’s compensation leave will run concurrently with other protected leaves such as CFRA
- Section VII, letter O, page 24 – Language added how benefits will be handled in the event of Domestic violence, sexual assault, and stalking victims leave medical treatment or counseling.
- Section X, letter D, page 33 (Termination OF Employment, Benefits Continuation) Language added to explain in more detail how employees who lose District insurance coverage will be eligible for COBRA continuation coverage (at the employee’s expense) should a qualifying event occur such as resignation, termination, or death of an employee, etc.





# Reclamation District No. 784

## Employee Handbook

Amended 08-24-2022



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## **I. INTRODUCTORY STATEMENTS**

### **A. Welcome**

Welcome to Reclamation District No. 784. The District values its employees and provides a work environment designed to be mutually beneficial for its employees, the District, and the community we serve. The District is proud that it has highly valued and skilled employees who have chosen to remain employed with the District for many years. Consistent with the District's philosophy, this handbook is designed to acquaint employees with Reclamation District No. 784 (the "District") and provide information about our employment practices. Employees should read, understand, and comply with all provisions of this handbook. However, this handbook is not a contract and does not create any contractual obligations. In addition, no employee handbook can anticipate every circumstance or question about the District and its policies. Therefore, the District reserves the right to revise this handbook as situations arise or as laws change. It is the District's intent to review and update this handbook on an annual basis.

### **B. At-Will Employment**

All employment with the District is "at-will". This means that either the employee or the District can terminate the employment at any time, for any reason or for no reason, with or without advance notice. All employees, whether introductory, regular, or temporary, are at-will employees. Only the Board of Trustees of the District has the right to amend this at-will policy. Any amendments must be in writing and signed by the President of the Board.

## **II. RECRUITING AND HIRING POLICIES**

### **A. Equal Employment Opportunity**

Reclamation District No. 784 strongly believes that all persons are entitled to equal employment opportunity and does not discriminate against its employees, interns, volunteers or applicants for employment on any of the following characteristics: race or color; religious creed, religious observance or practice (including religious dress and grooming practices), age; sex; gender identity and gender expression; sexual orientation; perceived sex, gender, or sexual orientation; marital status; domestic partner status; family caregiver status; national origin or ethnicity; ancestry; Citizenship; California driver's license status; pregnancy status (including conditions of pregnancy, childbirth and recovery, or breastfeeding); medical condition (including cancer or a record or history of cancer); physical, mental, or special education disability; current or prospective service in the uniformed services; military service status (including combat or veteran status); qualified Vietnam era veteran status; disabled veteran status; genetic information or characteristics (with respect to the applicant, employee, or a family member), or the perception that a person is associated with a person who has or is perceived to have any of these characteristics; political affiliation; or any other classification or characteristic protected by



federal, state, and local laws and ordinances. Included in the definition of each protected category is the perception of membership in a

protected category and an individual's association with an actual or perceived member of a protected category.

Our management is dedicated to ensuring the fulfillment of this policy with respect to hiring, placement, promotion, transfer, demotion, layoff, termination, recruitment advertising, pay, and other forms of compensation, training, and general treatment during employment

The District does not discriminate against a person who: (1) is a member of, (2) applies to be a member of, (3) performs, (4) has performed, (5) applies to perform, or (6) has an obligation to perform service in a uniformed service. Further, the District does not discriminate against a person because he or she takes any action to enforce the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), testifies or assists another person under USERRA, or otherwise participates in an investigation under USERRA. Individuals returning from qualified uniformed service duty will be entitled to reinstatement in accordance with applicable state and federal law.

Any form of discrimination against employees will not be tolerated and will result in appropriate disciplinary action, up to and including termination. If an employee believes someone has violated this policy, the employee should bring the matter to the attention of Human Resources, or anyone else in management with whom the employee is comfortable. The District will promptly investigate the facts and circumstances of any claim this policy has been violated and take appropriate corrective measures.

In recruiting and selecting employees, the District furthers the principles of equal employment by seeking talented and competent persons who are suited for a specific position by reason of training, experience, character, personality, intelligence, and general ability. The District does not consider an individual's race, color, sex, age, religion, national origin, sexual preference, handicap, disability status, veteran status, or any other protected status in recruiting and selecting employees.

Promotions are based on an employees' past performance and qualifications to assume additional responsibilities determined without regard to, or consideration of, the individual's status. The District takes all personnel actions without regard to an individual's race, color, sex, age, religion, national origin, sexual preference, handicap, disability status, veteran status, or any other protected status. When necessary, under the California Fair Employment and Housing Act and the Americans with Disabilities Act, the District will reasonably accommodate an employee or applicant with a disability if the employee or applicant is otherwise qualified to safely perform all of the essential functions of the position.



## NON-DISCRIMINATION ON BASIS OF DISABILITY

In furtherance of our nation's commitment to end discrimination on the basis of disability and in accordance with the provisions of the California Fair Employment and Housing Act it is the District's policy that no program or activity administered by the employer shall exclude from participation, deny benefits to or subject to discrimination any individual solely by reason of his or her disability. Equal employment opportunity will be extended to qualified disabled persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination. We further affirm that we will provide reasonable accommodation to the known physical or mental limitations of an otherwise qualified disabled employee or applicant.

### III. PRE-EMPLOYMENT POLICIES AND ORIENTATION

#### A. Employment Applications

The District relies upon the accuracy of information contained in the employment application and other data presented throughout the hiring and employment process. Any misrepresentation, falsification, or material omission in any of this information or data may result in exclusion of the individual from further consideration for employment, or termination of employment if the person has been hired.

#### B. Pre-Employment Medical Examination

Certain positions within the District may require an applicant who has received a conditional offer of employment to successfully complete a medical exam. The cost of the exam shall be paid by the District, and the exam shall be performed by a physician approved by the District. The exam will only be used to determine whether the applicant can perform the essential functions of the job, with or without reasonable accommodations that may be implemented without undue burden on district operations. Such an exam will only occur after a conditional offer of employment has been made. The offer of employment will be contingent upon the applicant's successful completion of the exam and the offer will be withdrawn if the applicant is determined unable to perform the job with or without accommodations.

#### C. Pre-Employment Drug and Alcohol Screening

The District is committed to providing a safe, efficient, and productive workplace by preventing unlawful drug or alcohol use. All positions within the District that are safety-sensitive, require an applicant to successfully complete a pre-employment drug and alcohol test at the cost of the District. This test will be administered only after a conditional offer of employment has been made, and the offer of employment will contingent upon the applicant's successful completion of the test.

In addition, the United States Department of Transportation (“DOT”) requires pre-employment testing to be administered to applicants and employees who are required as part of their job to hold a commercial driver’s license, Class A or Class B. As with other pre-employment tests, offers of employment are contingent upon the District receiving a report that the applicant has passed this test.

D. Verification of Lawful Work Status

The District only employs United States citizens and aliens who are authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1986, each employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility prior to commencement of employment. The District will conduct this verification in a manner consistent with Federal and State law and will not discriminate against any applicant solely based on national origin, Citizenship, or immigration status if the individual is legally eligible to work (including AB 60 driver’s license status).

**IV. CATEGORIES OF EMPLOYMENT**

A. Employee Classifications

The District has five job classifications that determine benefits and eligibility for leaves:

1. Regular Full-time employee. A regular full-time employee is one who is regularly scheduled to work 40 hours or more per week.
2. Regular Part-time employee. A regular part-time employee is one who is regularly scheduled to work less than 40 hours per week.
3. Temporary and/or Seasonal employee. A temporary employee is one who is hired to fill a short-term position. Temporary employees generally-will not be employed for more than six (6) months. A Seasonal employee is generally-employed for a specific time of year when the District has additional operational and maintenance obligations. This employment will generally last three (3) to six (6) months. A Seasonal employee may or may not be rehired from year to year. Temporary/ Seasonal employees do not earn retirement, vacation, or holiday pay benefits.



4. Introductory Employee. An introductory employee is an employee who is not a temporary employee but who has not yet completed his or her first 6 months of employment with the District (“Introductory Period”). Certain benefits will be available to the employee only once the employee completes his or her introductory period.
5. Rehired Employee. Employees who are rehired following a break in service in excess of one month, other than an approved leave of absence, must serve a new introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including benefits.

Certain employees are exempt from federal and state wage and hour law and are not entitled to overtime pay. These employees are referred to as “exempt employees.”

Nonexempt employees receive overtime and are required to take certain meal and rest breaks in accordance with California law. All employees, regardless of their classification and regardless of whether they have completed their introductory period are at-will.

In addition to its employees, the District also uses the services of laborers from local work placement agencies to perform certain tasks. Individuals from placement agencies who perform work on behalf of the district are considered independent contractors and are not eligible for any of the benefits provided to the District’s employees.

## **V. WORK PERIODS AND COMPENSATION**

### **A. Workday/Work Week**

The District’s regular business hours (open to the public) are from 8:00 a.m. to 4:00 p.m., Monday through Friday. While the schedule may vary, the District’s field crew normal work shift is from 7:00 a.m. to 3:30 p.m. Monday through Friday. The District’s workday is midnight to midnight and its workweek is Sunday through Saturday. The standard work hours for all regular full-time employees who are nonexempt are 40 hours per week, eight hours per day, exclusive of the meal period.

Staffing needs, operational demands, and public safety and security concerns may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. If other than the standard amount of time is needed from any employee, the employee will be asked in advance to increase the number of hours worked each day as necessary. All exempt employees will be expected to work the hours needed to complete their work, even if such hours exceed the normal work schedule.

B. Overtime

The District pays overtime for nonexempt employees in accordance with the California Labor Code and applicable Industrial Welfare Commission orders, at time and one-half for any hours worked in excess of 8 hours per day and at double time for any hours worked in excess of 12 hours per day. All overtime must be approved in advance by the employee's supervisor. "Hours worked" means time actually spent on the job. It does not include an unpaid meal period, makeup time, or hours away from work due to vacation, sickness, holiday, jury duty, or other absences from work. Exempt employees are not paid overtime, even if their hours exceed the normal work schedule. However, at the General Manager's discretion, exempt employees who work excessive hours due to seasonal conditions may be granted additional time off. Employees who work a 12-hour shift in any day will be paid a \$12 meal allowance.

C. On-Call Duty

All employees may be required to be on-call after hours, on weekend, and holidays, during flood season, or at any other time deemed necessary. The General Manager or District Superintendent will schedule on call employees on an as-needed basis. Employees who are on call must remain ready to work but can pursue their daily activities. On-Call employees will be provided a cell phone and may not travel more than two hours away from the District Office. Non-Exempt employees who are On-Call will be compensated at regular pay for the actual time they work, unless they otherwise qualify for overtime pay. A Non-Exempt employee who is On-Call will receive two hours of regular pay, regardless of performing any actual work hours for that day. Allowing a Non-Exempt employee to take a District vehicle home does not designate that employee as On-Call.

D. Make-up Time

On occasion, a nonexempt employee may ask his or her supervisor for additional time off to attend to personal matters if the supervisor grants the request, this time off will be without pay. If an employee wishes to make up this missed time, he or she may make a request to his or her supervisor before the makeup time is worked. It is within the supervisor's discretion to grant the request. Makeup time may be worked in advance of the missed time but must be worked in the same workweek as the missed time. An employee may not work in excess of 11 hours in one day or over 40 hours total in any week that includes makeup time, without prior written approval of the supervisor.



E. Time-Cards

Applicable law requires the District to keep an accurate record of time worked. The District uses time-cards to record time worked. Employee time-cards are official District records and must be accurately maintained. Punching another employee's time-card or intentionally falsifying a time-card is a serious violation of this policy and may result in immediate termination of employment. If a time-card needs to be corrected, both the employee and the supervisor must initial the change on the timecard to verify its accuracy.

F. Pay Periods

Paychecks are distributed bi-weekly on Thursday of each month. If the Thursday in which paychecks are to be distributed falls on a holiday, then paychecks shall be distributed on the next business day.

G. Breaks and Meal Periods

In accordance with California law, nonexempt employees must take one paid ten-minute break for every 4 hours worked. All ten-minute breaks must be taken and cannot be consolidated with the meal breaks. Nonexempt employees who work 5 hours or more must take an unpaid 30-minute meal break. An employee may not vary his or her assigned ten-minute break and meal break without the prior approval of his or her supervisor.

H. Pay Advances

The District prohibits pay advances and extensions of credit on unearned wages.

I. Payroll Deduction and Wage Attachments and Garnishments

The District makes certain deductions from every employee's paycheck. Among these are applicable federal, state, and local income taxes, social security and Medicare taxes and state disability insurance and paid family leave contributions. By law, the District is also required to honor legal attachments and garnishments of an employee's wages or salaries. If an employee's wages are attached, the District will withhold the specified amount to satisfy the terms of the attachment.

J. Salary

Any appointment to a class shall be at the entry step of the range for such class unless the Board of Trustees or General Manager specifically authorizes appointment to a higher step. General Manager also has the option of hiring employees at any other pay rate. Rate schedule is effective July 5, 2022.

Field Worker I

1 <sup>st</sup> year	\$ 17.57
2 <sup>nd</sup> year	\$ 18.45
3 <sup>rd</sup> year	\$ 19.37
4 <sup>th</sup> year	\$ 20.34
5 <sup>th</sup> year	\$ 21.36

Field Worker II

1 <sup>st</sup> year	\$ 18.45
2 <sup>nd</sup> year	\$ 19.37
3 <sup>rd</sup> year	\$ 20.34
4 <sup>th</sup> year	\$ 21.36
5 <sup>th</sup> year	\$ 22.42

Field Worker III

1 <sup>st</sup> year	\$ 19.37
2 <sup>nd</sup> year	\$ 20.34
3 <sup>rd</sup> year	\$ 21.36
4 <sup>th</sup> year	\$ 22.42
5 <sup>th</sup> year	\$ 23.55

Administrative Assistant

1 <sup>st</sup> year	\$ 27.16
2 <sup>nd</sup> year	\$ 28.52
3 <sup>rd</sup> year	\$ 29.94
4 <sup>th</sup> year	\$ 31.44
5 <sup>th</sup> year	\$ 33.01

Field Superintendent (Management position-excluded employee)

Twelve-month probation period (2080 Hours)	\$67,000.00
1 <sup>st</sup> year	\$72,000.00
2 <sup>nd</sup> year	\$77,000.00
3 <sup>rd</sup> year	\$82,000.00
4 <sup>th</sup> year	\$87,000.00

Raises shall be performance based and not automatic. Raises shall be awarded on the hire date of permanent employment. If approved by the Board, Cost of Living raises will be granted to employees who are beyond the fifth step of their salary range.



## VI. BENEFITS

### A. Health Insurance

The District offers group health insurance benefits to regular full-time employees and their eligible dependents on the first day of the month following date of hire. Eligible dependent is defined as one of the following:

- Spouse
- Children to their 26<sup>th</sup> birthday, including stepchildren and children placed in the home for adoption.
- Unmarried children who have reached or have passed their 26<sup>th</sup> birthday who were enrolled before age 26 and are incapable of self-sustaining employment due to physical or mental condition. A physician must certify in writing within 60 days and is subject to carrier approval.
- Children eligible for coverage as a result of a valid qualified medical child support order.
- Domestic partner registered with the State of California.

For an eligible dependent to be eligible for coverage, a copy of a marriage certificate, State of California Declaration of Domestic Partnership, form (NP/SF DP-1), birth certificate, or other documentation demonstrating the relationship to the employee is required.

Note: It is the employee's responsibility to notify RD784 in writing upon divorce, termination, of registered domestic partnership, over-aged dependent, or any event that changes the status of dependency.

District contributions toward medical, dental, and vision premiums are 100% for employees and dependents.

### Benefit Changes

A benefits eligible employee may change their benefit elections during annual Open Enrollment in the Fall. Election changes will be effective January 1<sup>st</sup> of the upcoming calendar year. Otherwise, changes to benefit elections may not be made unless the employee experiences a qualifying life event.

Qualifying life events include marriage, divorce, birth or adoption of a child, loss or gain of other coverage, and loss of dependent eligibility among others. If you experience a qualifying life event and wish to make a change to your benefits, you must notify the Agency within 31 days of the event to make the change. Changes take effect on the first of the month following the life event.

You then have 31 calendar days from the effective date of the coverage change to provide documentation of the qualifying event. Dependent verification documents, such as a marriage certificate for spouse or a birth certificate for child, must be provided for newly enrolled dependents. Coverage will not be effective until this documentation has been



provided. If you do not complete your enrollment and provide documentation before this deadline, your next opportunity to make changes to your benefits will be during Open Enrollment with an effective date of January 1<sup>st</sup> of the next calendar year.

These benefits are subject to change at the discretion of the District without prior notice. All benefits eligible employees must enroll. No waivers are allowed.

#### B. Retirement System

The District participates in the Reclamation District No. 784 Defined Contribution Plan referred to as a money purchase pension plan. Employees must be employed, by the District for a minimum of six (6) months before they can begin participating in the retirement plan. The District reserves the right to change retirement plans without prior notice.

### VII. LEAVE OF ABSENCE

In general, employees who are on an un-paid leave of absence in excess of 30 days for any reason are ineligible for group health benefits; however, employees and dependents who lose coverage will be offered COBRA continuation coverage. An employee will be considered to be on an unpaid leave of absence unless he or she, is being paid by the District. An employee is on an unpaid leave of absence even if he or she receives pay from the State, such as SDI, Paid Family Leave, or workers' compensation. However, if the law requires that group health benefits continue during the leave, then the District will offer those benefits. Employees on statutory or protected leaves must continue to pay their portion of the benefits premiums with the District paying its portion. Employees on personal or unprotected leaves, must pay both the District and the employee portions of the benefit premiums. Employees who are on a paid leave of absence, such as vacation, sick leave, holidays, or bereavement leave remain eligible for group health benefits during the portion of their paid leave. Employees on unpaid leave will not accrue retirement, HSA, sick time, vacation, or holiday time off benefits.

Employees who have taken time off in excess of their Personal Time Off, Holiday Time or Vacation balances will be considered on unpaid leave, and they are not eligible for District paid insurance premiums. Insurance premiums for any unpaid leave hours in excess of 30 days, will have to be paid by the employee. Employees are responsible to manage their leave hours to avoid negative balances. Leave accrual balances are listed on paycheck stubs.

#### A. Sick Leave

An employee who is unable to report to work due to illness or injury must notify his or her supervisor as soon as possible before his or her scheduled start time, if possible. The employee must also notify his or her supervisor on each additional day of absence. If an employee does not provide the appropriate notice, the employee may be subject to discipline. The District General Manager reserves the right to request a doctor's release if an employee is absent due to illness or injury at any time. If an employee is absent for four



or more consecutive work-days, he or she may be required to submit written medical documentation to his or her supervisor for the employee's absence. A health care provider's release for the employee's return to work, without or without work restrictions may be required to if the employee has been absent for 4 or more days. If an employee returns with work restrictions, the District will conduct an interactive process, as consistent with California law and District policy, to evaluate what, if any, reasonable accommodations may be implemented without undue burden on District operations.

Regular full-time employees employed before February 1, 2011 are awarded 10 hours a month for sick leave and five (5) personal days annually. All other employees that work at least 30 days in a calendar year for the District will be given 8 hours a month for sick leave and five (5) personal days. In no instance will any eligible employee receive less than 1 hour of sick leave for every 30 hours worked. Sick leave begins accruing on the first day of employment but may not be used for the first 90 days of employment. Sick leave must be taken in increments of no less than one-half hour. Unlimited sick leave may be accrued year to year. Employees may, at the discretion of the General Manager, donate 10 days of unused sick leave to another employee. Donated sick leave must be used in the year in which they were awarded.

Sick time and vacation time and hours may be used when accrued on the first pay period pay-check of the month following allocation. To comply with the California "paid sick leave law," which is the Healthy Families, Healthy Workplaces Act, the following provisions apply:

The District shall allow the use of paid sick days or hours upon the oral or written request of an Employee. In accordance with Labor Code section 230(c ) and Labor Code section 230.1(a), permissible uses for sick days or hours are for the Employee's own illness which makes the employee unable to fully perform his/her essential job functions, or for the diagnosis, care or treatment of an existing health condition or preventative care for the Employee or a family member or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking.

"Family member" for purposes of this paid sick leave policy include:

- A spouse or registered domestic partner;
- A biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status;
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A grandparent or grandchild;
- A parent-in-law
- A sibling

Employees must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the Employee must provide notice as soon as practical. The District will not require an employee to find a replacement to cover his/her work as a condition for using sick pay under this policy.

Employees may use accrued sick leave in increments of time they determine to be necessary for the illness or preventative care or medical appointments. However, the District will apply a minimum increment of one half -hour for each use.

Employees will only receive paid sick time for the amount they would have been on paid duty, but for the use of sick leave.

Sick leave is payable in the next payroll period.

Employees may cash out 100% of their unused sick leave to be placed into the District retirement plan of their choice. The District will cash out remaining accumulated sick time for employees who terminate employment.

B. Personal Time Off

(5) Personal days off (Or 40 Hours) will be made available to each employee in January annually.

C. Holidays

All regular full-time employees are entitled to the following paid holidays each year:

New Year's Eve	New Year's Day
Presidents Day 3 <sup>rd</sup> Monday	Memorial Day
Independence Day	Veteran's Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	2 Floating Holidays



The employee's may use their floating holidays at the discretion of the Field Supervisor or the General Manager. Unused floating holidays expire on December 31<sup>st</sup> each year. Holidays falling on Saturday & Sunday will be taken either the Friday before or the Monday after, at the direction of the General Manager. Floating Holidays should be scheduled and approved, two-weeks in advance by the employee's immediate supervisor or by the General Manager. Time off requests without a two-week notice will be considered on an individual basis based on District manpower needs. During seasonal situations, a Holiday may be cancelled and rescheduled at a later time agreed upon with management. Overtime would be paid if applicable.

D. Vacation

The District recognizes the value of rest and relaxation and encourages employees to use all accrued vacation.

<u>Years of service</u>	<u>Days accrued per year</u>	<u>Monthly Accrual</u>
1 – 4 years	2 weeks	6.66 hours
5 – 9 years	3 weeks	10 hours
10 – 10+ years	4 weeks	13.33 hours

Vacation is accrued on a monthly basis. Any full-time employee at his or her election may accrue vacation time from year to year up to maximum cap 240 hours. An employee who carries a vacation balance in excess of 240 hours will stop accruing vacation hours until the balance is brought below that cap. In the event that an employee reaches the cap of 240 hours and unable to use their vacation hours immediately due to the business needs of the District, the employee will continue to accrue vacation hours until the next reasonable period of time that vacation may be taken without disruption to the District. Employees may elect to cash out any unused vacation time accrued anytime during the year. Upon separation from employment, employees will be paid for any accrued and unused vacation time.

Vacations should be scheduled and approved, two weeks in advance by employee's immediate supervisor or by the General Manager. Time off requests without a two-week notice will be considered on an individual basis based on District manpower needs.

E. Pregnancy Disability Leave

Female employees are entitled to a disability leave during the time they are disabled due to pregnancy, childbirth, or related medical conditions. This leave will be for the period of disability, up to four months (17.3 weeks or 88 workdays) per pregnancy, and the leave need not be taken in one continuous period. The employee, if possible, should provide the District with at least 30 days' notice of the leave unless such notice is impractical or the need for leave is immediate, as confirmed by the employee's health care provider. The employee should also inform her immediate supervisor when such leave is expected to begin and how long it will likely-last. The employee should make arrangements with their supervisor regarding the

scheduling of any planned medical treatment or appointments in order to minimize disruption to the operations of the District.

The following conditions also apply:

1. PDL begins when ordered by the employee's health care provider. The employee must provide their supervisor with a certification from a health care provider containing:
  - a. The date on which the employee became disabled due to pregnancy.
  - b. The probable duration of the period or periods of disability; and
  - c. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
2. Return to work from PDL will be allowed only when the employee's health care provider endorses a release that must be submitted to the employee's supervisor.
3. The duration of the leave will be determined by the employee's health care provider, but in accordance with regulations may be for not more than 88 working days. Regular part-time employees are entitled to leave on a pro rata basis. The 88 working days of available leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.
4. The employee will remain in paid status while using appropriate accrued leave (sick, vacation, or PTO) during a PDL to satisfy any disability waiting periods and/or to supplement disability benefits in order to maintain the equivalent of full salary.
5. The employee will be in non-paid status after exhaustion of appropriate accrued leave balances or at the employee's election to not use accrued leave benefits.
6. During the period of PDL, the District will continue full payment of all premiums for employee benefit plans in place at the time the leave begins. The District will also continue the employer contribution for employee benefit



premiums as if the employee were not in leave status, as required by law or regulations. The employee must reimburse the District for any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by the District, within 30 days of the date of the invoice or written notification. If the District does not receive the reimbursement from the employee within 30 days, the District can cancel any policies and/or plans for which they have not been reimbursed. If the employee loses health coverage, COBRA continuation coverage will be offered.

The employee must also provide written certification from the employee's health care provider stating the anticipated delivery date and the duration of the leave. Employees must use accrued sick leave but may, at their option, choose to use vacation leave. Sick leave and vacation will supplement any State Disability or Paid Family Leave Insurance benefits which are administered by the Employment Development Department (EDD) and not the District. The District will maintain group health benefits as required by law. No additional vacation, sick leave, or holiday pay will accrue during the leave.

An employee must provide a release from her health care provider before returning to work. The district will reinstate the employee to her same or comparable position unless:

1. The employee's job has ceased to exist for legitimate business reasons.
2. The employee's job could not be kept open or filled by a temporary employee without substantially-undermining the District's ability to operate safely and efficiently.
3. The employee is no longer able to perform the essential functions of the job with or without reasonable accommodation, as determined following an interactive process conducted by the District.
4. The employee has exceeded the length of the approved leave without authorization.

Reasonable Accommodations: Upon the request of an employee and recommendation of the employee's health care provider, the employee's work assignment may be modified for a limited period of time as a reasonable accommodation, provided a reasonable accommodation can be implemented without undue burden on District operations.

F. Federal Medical Leave Act and Calif. Family Rights Act

As a public agency employer, Reclamation District 784 is a covered employer under the terms of the Federal Family & Medical Leave Act and California Family Rights Act (“FMLA/CFRA”).

In accordance with FMLA/CFRA, an employee who wishes to use FMLA/CFRA for treatment and recovery of their own serious health condition or to care for a family member with a serious health condition must meet the following eligibility requirements:

2. The employee must have worked for the District for one year (52 weeks), not necessarily consecutively.
3. The employee must have worked 1,250 hours in the immediately preceding 12 months from the start of the leave.
4. The employee must work at a Reclamation District 784 worksite that is within a 75-mile radius of 50 other employees of the District.

FMLA/CFRA generally runs concurrently and entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave for the birth, adoption, or foster care placement of the employee’s child, or for the employee’s own serious health condition or that of the employee’s child, parent, or spouse. Leave for a domestic partner is not available under FMLA and would only count against CFRA leave. An eligible employee is one who has worked for the District for at least 12 months and has at least 1,250 hours of service during the 12-month period immediately preceding the leave.

Where the need for leave is foreseeable, an employee must request to take such leave at least 30 days in advance. Where the need for leave is unforeseeable, an employee should notify his/her supervisor as soon as possible. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

The District may require certification from the employee’s health care provider before allowing the employee leave for pregnancy or a serious health condition before allowing such leave. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

FMLA/CFRA leave is unpaid; however, employees must substitute any accumulated sick time, vacation, personal time off or floating holidays for unpaid leave, as appropriate, during any such leave. District health benefits for eligible employees will be fully paid while on FMLA/CFRA leave. If the employee remains on leave following the duration of the protected leave, District health benefits coverage will be terminated and COBRA continuation coverage will be offered.



#### G. State Disability and Paid Family Leave Disability Benefits

For certain absences, the State of California will pay State Disability Insurance (“SDI”) or Paid Family Leave (“PFL”) benefits. The District does not pay SDI and PFL and these types of leave do not provide job protection as with FMLA/CFRA; these benefits are paid by employees through mandatory payroll deductions as required by law. However, these benefits are available to employees whether or not they are eligible for FMLA/CFRA.

SDI and PFL are administered by the Employment Development Department (EDD) and not the District. SDI applies to leaves taken due to the employee’s own disability. PFL applies to qualifying leaves taken due to illnesses of the employee’s family member or domestic partner, as well as bonding with a new child. Further information can be found on the California Employment Development Department’s website.

#### H. Worker’s Compensation Benefits

An employee must immediately report all accidents, injuries and illnesses occurring on the job, no matter how small, to his or her supervisor. The District carries workers’ compensation insurance coverage to protect employees who are injured on the job. Eligibility automatically begins on the first day of employment. Workers’ Compensation leave will run concurrently with other appropriate leaves such as California Family Rights Act.

Benefits and entitlement to those benefits are governed by state law. Benefits available to employees injured on the job consist of the following; replacement income for temporary, permanent partial, or permanent total disability; and medical expenses including doctor visits, treatment, surgery, drugs, and hospitalization. Compensation entitlement begins on the first full day of hospitalization, or after the third day of absence due to the injury if an employee is not hospitalized. Please be aware that workers’ compensation benefits and entitlement are subject to change without notice.

The timeliness of payments to injured employees is dependent on the District’s ability to expedite injury reports through their insurance claims representative. When an employee is injured, the employee and supervisor must complete an injury report form at the earliest possible time and submit it to the District. Leaves of absence will be governed for an employee

#### I. Jury Duty

When an employee receives a jury summons, the employee must notify his or her supervisor as soon as possible and submit a copy of the jury summons. An employee is permitted to take time off for each full or partial working day he or she serves on jury duty. The employee must report to work on days or parts of days when he or she is not required to serve on jury duty. If the employee does not return to work immediately after jury duty ceases, the District will assume the employee has resigned. An exempt employee will be paid his or her regular salary during the time the employee serves on jury duty.

A nonexempt employee will be paid his or her regular wages while serving on jury duty up to a maximum of 20 working days each calendar year.

J. Witness Duty

Employees who are served with a subpoena to testify in a criminal or civil judicial proceeding will be paid their normal wage or salary if required to be a witness or required by a subpoena to appear in court on District business. Employees will not be paid for their time off if summoned to appear in court as a witness or because of a subpoena for any other reason. Use of any available vacation time may be used for this purpose, subject to approval by the employee's supervisor.

K. Leave for School or Child Care Activities and/or Child Care Emergencies

Employees who are parents or guardians of a child or children enrolled in kindergarten through grade 12 may take time off from work, up to forty (40) hours per school year, per child, to visit the child's school. School activities includes K-12 schools, pre-school, or child-care providers. The absence is subject to all of the following conditions:

- a) Parents, step-parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one to twelve, or children in pre-school or a child-care provider facility may take time off for a school activity.
- b) The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of 40 hours each school year.
- c) An employee (parent, step-parent, legal guardian, or person who stands in loco parentis to a child) who receives a written request to appear at a child's school for disciplinary purposes will be provided the unpaid time off. The District may request reasonable documentation. The time is without limitation.
- d) An employee (parent, step-parent, legal guardian, or person who stands in loco parentis to a child) may also use unpaid time off to find, enroll, or reenroll child in a school or with a licensed child-care provider, or to participate in activities of the school or licensed child-care provider, if the employee, prior to taking the time off, gives reasonable notice to the employer of the planned absence of the employee. Time off shall not exceed 8 hours in any calendar month of the year."
- e) An employee (parent, step-parent, legal guardian, or person who stands in loco parentis to a child) may also use unpaid time off for a "child-care emergency," which is defined as:
  - The school or child-care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, which prohibits the child from attending or requires the child to be picked up from the school or child-care provider.



- Behavioral or discipline problems.
- Closure or unexpected unavailability of the school or child-care provider, excluding planned holidays.
- Natural disaster, including, but not limited to fire, earthquake, and flood.

Employees must provide reasonable advance notice of not less than 48 hours of the planned absence to their supervisor and may use sick time, vacation, or PTO, if available, for the visit(s). Employees may be asked to provide documentation from the school verifying the date and time of your visit(s). Employees will be limited to no more than eight (8) hours of leave time for this purpose in any one month.

Further, parents or guardians of a child who has been suspended from school who receive a notice from the child's school requesting that they attend a portion of a school day in the child's classroom may take unpaid time to appear at the school. Such employee must, prior to their planned absence, give reasonable notice to their supervisor that they have been requested to appear in their child's school.

#### L. Travel

Certain expenses are incurred in the performance of job responsibility-related duties, such as mileage, hotel accommodations, airline travel, auto rental and meals and entertainment which are deemed "reasonable and acceptable business expenses." Advance approval from an employee's supervisor is required before an employee incurs any expense with the anticipation of reimbursement. The following reimbursements are authorized, provided an employee has obtained approval from his or her supervisor:

1. Personally Owned Automobiles. When personally owned automobiles are used a mileage allowance will be paid equal to the standard mileage rate for transportation expenses paid or incurred for business purposes as provided by the Internal Revenue Service.
2. Other Transportation. Defined as the lowest available cost of coach air travel, at the time of booking, by the shortest route possible to and from points of business and the actual cost of taxi or limousine service to and from the airport. Receipt or ticket stubs are required if the expense exceeds \$25

3. Lodging. Defined as the actual cost of reasonable lodging. Other hotel charges are not reimbursed except upon satisfactory explanation of the expenditure. Receipts are necessary to support all lodging expenses.
4. Meals. Defined as the actual reasonable cost of meals and will be allowed when required on authorized or approved District business. All claims for reimbursement of meals should be supported by statements regarding the activity and location of the restaurant.
5. Communications is defined as the actual cost of business communications such as telephone and postage. Claims for reimbursement must state names, places, and purpose of all communications.

A detailed expense report along with corroborative receipts must be submitted to the employee's supervisor by the end of the calendar month during which the expense was incurred or immediately upon return from any trip which occurs at month-end.

A nonexempt employee may be paid for time spent; (1) traveling from his or her home to a location designated by the District to the extent that it exceeds the employee's regular daily commute; (2) reasonable time spent waiting to board a flight; (3) time on a flight, retrieving luggage and obtaining a rental car; (4) driving between the airport and the client's office or the employee's hotel; and (5) required meals with clients. Regular meal and sleeping hours will not be compensated while traveling.

#### M. Bereavement

The District provides regular full-time employees up to three days paid bereavement leave in the event of a death in the employee's immediate family. For purposes of this policy, "immediate family" means a person related by blood, marriage or adoption who is a husband, wife, son, daughter, sister, brother, mother, father, grandfather, grandmother, granddaughter or grandson or any relative living in the immediate household, or any relative receiving full support from the employee and at the discretion of the General Manager of the District. The term "spouse" includes a registered domestic partner. An employee who needs to take time off due to the death of an immediate family member should contact his or her supervisor. The General Manager may grant additional leave at his or her discretion.



N. Time Off for Crime Victims

The District takes threats and actions of crime against our employees and their families very seriously. If at any time an employee needs to be absent from work because he or she or a family member has been the victim of a serious crime, the employee should contact his or her supervisor or the General Manager immediately. An employee may use accrued sick leave or vacation in lieu of unpaid time off for these purposes upon approval of the General Manager. The employee's privacy will be protected to the greatest extent possible. The District may ask the employee for certification to confirm the need for time off.

In addition to time off to address the aftermath of a serious crime for the employee or family, California provides protected time off for employees who must participate in a judicial proceeding related to that crime. An employee who is themselves a victim or who is the immediate family member (Spouse, Registered Domestic Partner, Child/Stepchild, Child of a Registered Domestic Partner, Parent/Step-Parent, or Sibling/Step Sibling) of a victim of a violent felony or serious felony, as defined in the California Labor Code and Penal Code, may take time off to appear in court to attend judicial proceedings related to the crime. For the purposes of this policy, judicial proceeding includes any court proceeding where the crime victim's rights are in issue, including a delinquency proceeding involving a post-arrest release decision, plea, sentencing or post-conviction release decision.

Employees can use available sick, vacation, or PTO concurrently with this protected leave, if available. Otherwise, any absence from work to attend judicial proceedings will be unpaid but job protected.

O. Domestic Violence, Sexual Assault and Stalking Leave and Accommodations

An employee who is a victim of domestic violence is provided unpaid time off to attend to any of the following: (1) to seek medical attention for injuries caused by domestic violence; (2) to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence; (3) to obtain psychological counseling related to an experience of domestic violence; and, (4) to participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation. Reasonable advance notice should be given to an employee's immediate supervisor or to the General Manager before taking any time off unless advance notice is not feasible. When advance notice is not feasible resulting in an unscheduled absence from work, an employee, within a reasonable time after the absence, should provide a certification to the District which can take any of the following forms: (1) a police report indicating that the employee was a victim of domestic violence; (2) a court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court; or, (3) documentation from a medical professional domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence.



This is an unpaid leave. Employees may, pursuant to California law, choose to use available sick leave, vacation or PTO leave. Domestic violence, sexual assault and stalking victims' leave for medical treatment or counseling services will run concurrently with FMLA-CFRA, allowing for 12 weeks in a 12-month period, less any previous FMLA-CFRA time taken; however, this leave is available to all employees regardless of whether they are eligible to use FMLA/CFRA leave. Employees who lose District Benefits will be offered COBRA continuation coverage.

The District provides reasonable accommodations, to the extent required by law, for employees under circumstances where domestic violence or stalking requires security measures or time off to obtain resources or services. Reasonable accommodations may include a temporary transfer, modified schedule, changed work telephone or email, installed lock, assistance in documenting domestic violence or stalking that occurs in the workplace or other safety procedures. The District will implement reasonable accommodations that do not create an undue hardship. The District will also take all necessary and appropriate steps to prevent any form of actual or threatened retaliation against an employee who takes time off or requests other reasonable accommodations under this policy. If you believe that reasonable accommodations are required, contact HR.

P. Military Service Leave (USERRA) and California Military & Veterans Code

An employee may take a leave of absence to accommodate service pursuant to orders in the Armed Forces, military Reserves or National Guard. The specific terms of the absence and of rights to reinstatement, seniority, benefits, and compensation after a military leave are governed by law. An employee may also take unpaid time off as required by law to appear as a witness in court.

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and other federal and state laws provides for certain leave of absence rights if you are called to active-duty military service. In accordance with federal and state law this leave allows for five years of leave time and reinstatement rights. Under USERRA, employees returning from military service will be placed in the position they would have attained had they remained continuously employed, or a comparable position depending upon the length of military service. This leave is unpaid, but job-protected and benefit protected.

Leave may also be available under the California Military & Veterans Code, if you are ordered to military service, including temporary military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or similar activities. The leave is unpaid, but job-protected and benefit protected, with full reinstatement rights. In certain situations, public employees may be eligible for civilian pay, and 100% paid District health benefits based upon specific eligibility requirements. If you are ordered to active or reserve service, consult the General Manager about your eligibility and leave options.



Q. Voting Leave

If an employee has insufficient time outside of working hours to vote in a statewide election, he/she will be permitted sufficient time from work, at the beginning or end of the day, to vote. A maximum of two hours of paid time off will be granted provided that sufficient advance notice of the need for time off was given.

R. Non-Retaliation Policy for Requesting or Using Authorized Leave

The District prohibits any form of interference or retaliation for reporting requesting a leave of absence or job-protected time off, or for taking an authorized leave of absence. This includes actual or threatened retaliation, refusal, or delay in reinstatement for an employee returning from authorized leave, or unwarranted negative performance evaluations or discipline related to an employee having taken leave during the appraisal period. The District will investigate reports or complaints about retaliation or leave interference and will take immediate and appropriate corrective action for substantiated acts of retaliation or leave interference. Violations of this policy will result in disciplinary action, up to and including termination.

**VIII. PERFORMANCE STANDARDS, DUTIES AND DISCIPLINE**

A. Unlawful Harassment, Discrimination, and Retaliation

The District is committed to providing a work environment free of harassment, discrimination, and retaliation. Please review and acknowledge the District's Harassment, Discrimination, and Retaliation Prevention Policy, which is attached as Addendum A.

B. Business Ethics

The District expects its employees to act in accordance with the highest standards of business ethics at all times. This includes avoiding the appearance of impropriety. Employees are expected to abide by this policy and comply with all applicable laws while conducting District business.

C. News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by the Board of Trustees may comment to news reporters on Reclamation District 784 policy or events relevant to Reclamation District 784.

D. Employee Conduct

The District expects its employees to act in a professional and respectful manner at all times. Examples of conduct that may lead to disciplinary action are identified below. However, it is impossible to provide an exhaustive list of types of inappropriate conduct. The following list contains some, but not all, examples of conduct that may lead to discipline, up to and including termination. Nothing in this policy alters the at-will nature of employment with the District.

1. Unsatisfactory job performance;
  2. Unexcused or excessive absences;
  3. Violation of work rules;
  4. Tardiness;
  5. Unauthorized possession or removal of District property, or theft or removal of the property of a District employee or third party with whom the District is conducting business
  6. Use or possession of illegal drugs or alcohol while at work or appearing for work under the influence of drugs or alcohol;
  7. Failure to observe safety regulations, including without limitation horseplay, or other action that endangers other people or disrupts the work of the employee or others;
  8. Harassment of other employees or third parties conducting business with the District;
  9. Unprofessional attitude;
  10. Rude or discourteous behavior towards member of the public;
  11. Insubordination;
  12. Dishonesty (including falsification of a document or misrepresentations);
  13. Unauthorized possession of firearms, or any dangerous weapons or explosive within District boundaries;
  14. Breach of confidentiality concerning District records or business that the employee learns or has access to as part of the employee's job;
  15. Obtaining employee based on false or misleading information, falsifying information, or making any material omission in District documents or records;
  16. Violating any security rules or procedures, making threats of violence in any District worksite, or engaging in any act of violence on District property.
14. Failing to comply with any policy in this handbook.

E. Attendance and Punctuality

An employee must personally report his or her absence from work to the employee's supervisor prior to the start of the shift whenever practical. All absences will be recorded; excessive absences may, under certain circumstances, be cause for discipline, including termination. If an employee is going to be late, the employee must make every effort to contact his or her supervisor prior to the start of the shift.

F. Employee Uniforms

The District requires that most of its employees wear prescribed work clothing while performing their jobs. The District provides work shirts, coats, ball caps, and sun hats embroidered with the District logo. Employees are expected to wear work jeans or other appropriate pants as approved by the Superintendent. The District provides an allowance



for the purchase of boots for certain positions. The employees are responsible for the maintenance of their work clothing (washing, ironing, and mending). The District provides any necessary safety clothing, including special function gear.

Employees who do not wear a uniform are expected to present a clean and neat appearance and dress according to the requirements of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. Normal dress in the office is professional. Reasonable accommodation will be made to individuals who have religious practices that are inconsistent with this dress and grooming policy.

#### G. Outside Employment

An employee may only hold an outside job if the job does not conflict with the interests of the District or interfere with the employee's ability to adequately perform his or her job with the District. Employees must immediately notify and/or seek approval from the General Manager of any outside employment. Employees may not perform outside work or solicit outside business on the District's premises, or while working on the District's time. Employees are not permitted to use any District equipment or property (such as telephones, fax machines, copiers, office supplies or proprietary information) for outside work or business. If the District determines that an employee's outside work interferes with his or her performance or conflicts with interests of the District, the employee will be required to terminate the outside employment.

#### H. Solicitation

Solicitation and the distribution of literature by employees, or of employees, during working time are not permitted. Working time includes both the working time of the employee doing the soliciting or distributing and the employee to whom the solicitation or distribution is directed. Therefore, if either employee is working, solicitation and distribution are prohibited. Distribution of written solicitation material in working areas is prohibited at all times.

#### I. Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit an actual or potential conflict of interest in which an employee's actions or loyalties are divided between personal and the District's interests. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the General Manager for more information or questions about conflicts of interest. Any doubt should be resolved in favor of disclosure and request for specific guidance.

Each employee must avoid entering any transactions or business dealings that could conflict with the District's interests or that could interfere with the employee's duty and ability to best serve the District. Employees cannot provide services to the District as independent contractors. Prohibited activities include, but are not limited to:

1. Having a direct or indirect financial relationship with a member of the public who receives services from the District, or with a vendor of the District;
2. Engaging in any other employment or excessive personal activity during an employee's work hours or using District supplies or equipment in other employment without prior written consent from the General Manager.
3. Using the District's logo, stationery, supplies, equipment, or other property for personal purposes, unless the General Manager has granted written approval in advance of that use. This policy includes, but is not limited to, the personal use of the District computers, telephones (including cellular telephones), fax machines, postage and postage meters, vehicles, office machines, and supplies of any kind.
4. Soliciting District employees, suppliers, or customers to purchase goods or services of any kind for non-District purposes, or to make contributions to any organizations or in support of any causes, unless the General Manager has granted written approval in advance.
5. Soliciting or entering into any business or financial transaction with a District employee whom you supervise, either directly or indirectly, unless the General Manager has granted written approval in advance of that transaction. This restriction applies to all such transactions, however small, including, but not limited to:
  - (i) Hiring a subordinate to perform services; and
  - (ii) Soliciting a subordinate to participate in an investment of any kind with you.
6. Attempting to obtain special favors by making payments to or giving consideration to the public, vendors, or others;
7. Furnishing gifts or entertainment at District expense; or
8. Soliciting or accepting any payments, fees, or consideration from a supplier or vendor that does business with the District.

When a conflict of interest is found to exist, the conflict may result in discipline or, when appropriate to eliminate the conflict, the termination of employment.



J. Employment of Friends and Relatives

An applicant who is a family member of close friend of current District staff shall not be denied the right to file an application and to be considered for employment. However, the District retains the right to refuse to hire or place a person under the direct supervision of a family member of close friend. The District prohibits any favoritism in supervision and promotion.

Upon creation of a relationship due to marriage between two District employees that has a reasonable potential to impact supervision, safety, security or morale, the District Manager shall consult with the specific employees in accommodating the situation in accordance with these guidelines. When the District determines that a relationship between District employees could reasonably-create a potential conflict or conflict in supervision, safety, security, confidentiality, or morale that cannot be accommodated, the decision as to which employee will remain will be made by the District at its sole discretion on the basis of business necessity.

K. Confidential Information

During the course of your employment, you may be given access to confidential and proprietary information. Although the District is a public entity, certain information which you may be given remains confidential, such as personnel records, litigation records, applications filed with state agencies, information received in confidence, records of complaints and investigations, and other information protected under applicable law. As an employee of the District, you are obligated to maintain the confidentiality of this information and are not to disclose any information which may be confidential to any other entity or person, except as authorized by the General Manager.

L. Discipline

Unsatisfactory performance will subject an employee to discipline. The nature of the Discipline imposed will depend on the seriousness of the problem and the employee's record of performance, behavior problems, or safety violations. The District always maintains the right to determine what disciplinary action is appropriate based on the facts of each case. Such discipline may include, but is not limited to, verbal warning, written warnings, suspension without pay, and termination. Exceptions and deviations from the normal discipline procedures may occur whenever the District determines it necessary. For example, some circumstances may warrant immediate termination without a warning or suspension without pay. Under no circumstances does this policy alter the at-will nature of employment with the District, nor require that employment may be terminated only for cause.

## **IX. PERSONNEL ISSUES**

### **A. Employee Relations**

If an employee has concerns about work conditions or job responsibilities, the employee is encouraged to voice these concerns openly and directly. If there is something about an employee's job that bothers him or her, or if an employee feels that he or she has not been fairly treated in accordance with the District's policies, the employee should report the problem first to his or her supervisor. In some cases, however, there may be reasons which make it difficult for an employee to discuss his or her concerns with a supervisor. In such cases, employees are encouraged to discuss these concerns with the next level of management or with the General Manager or with the President of the Board. Employees find that most difficulties can be resolved in a satisfactory manner by bringing them out in the open and discussing them frankly with the people who can resolve them. The District makes every effort to respond to employee concerns. Employees at all levels are encouraged to keep channels of communication open and flexible so that it is easy to solve any difficulties that may arise.

### **B. Respect for Others**

The District values the importance of healthy and respectful working relationships amongst its employees. In order to achieve a productive, efficient work environment, the District requires its employees to treat one another with courtesy and respect. The District expressly prohibits its employees from engaging in disrespectful behavior such as: prying into the business of co-workers, making untruthful or negative statements about co-workers, making rude and unnecessary comments about co-workers, spreading rumors, and engaging in gossip. This behavior is a waste of time and detracts from each employee's job satisfaction and production. If an employee has a serious complaint about one of his or her co-workers, the complaint should be brought directly to the complaining employee's supervisor, and not discussed with other co-workers. Employees who do not observe this policy of courtesy and respect for co-workers will be subject to discipline, up to and including termination.

### **C. Personnel Information**

The District maintains an official personnel file for every employee. The personnel file contains information pertaining to the employee's employment with the District. It is every employee's responsibility to inform his or her supervisor immediately of any changes to the employee's personnel information, such as an address change or telephone number change. If an employee's marital status or dependents change, he or she may have to change the number of exemptions claimed for income tax withholding purposes and change dependent status with insurance plans. Please report any changes to the District Office Manager. In addition, the District maintains a separate file for each employee that may contain confidential medical information related to workplace injuries, industrial injury claims, medical leaves of absence, or other information protected by federal and state medical privacy laws.



D. Performance Evaluations

Performance evaluations will be conducted at the following intervals:

- New employees and employees receiving promotions or job transfers to other positions after 6 months in the new position;
- Every employee shall be evaluated on or near to the anniversary of the employee's holding his or her position;
- In addition to the above, performance evaluations may be initiated by the employee's supervisor at any time.

Every performance evaluation will be conducted using a form for such purpose adopted by the District, with the exception of the 6-month review, which may be an informal written review, at the supervisor's discretion.

Performance evaluations shall include, at a minimum, a review and discussion of the written evaluation held privately between the employee and his or her supervisor. In cases where the employee's supervisor is not completely familiar with the employee's job for any reason, a supervisor familiar with his/her work will be consulted.

The objectives of the evaluation are to:

1. Review the employee's performance over the review period, discussing both areas of competence and excellence, as well as those needing improvement.
2. Set job performance expectations and standards and review the progress on expectations and standards set during the prior performance review.
3. Provide an opportunity for employees to discuss job concerns and interests with supervision.
4. Maintain and improve job satisfaction by letting employees know that their supervisor is interested in their personal development.
5. Serve as a systematic guide for supervisors in planning further training and development.
6. Assist in planning personnel reassignment and placements which maximize the employee's capabilities.
7. Assist in determining and recording special talents, skills and capabilities that might otherwise not be recognized.
8. Set short and long-term goals.

9. To the extent an employee's position description no longer accurately reflects those actual duties and responsibilities of the position, use the opportunity of the performance evaluation to update the job description, if necessary.

## **X. TERMINATION OF EMPLOYMENT**

### **A. Termination**

Employment with the District is at-will and can be terminated by the employee or the District at any time, with or without advance notice, and with or without cause by the discretion of the General Manager. If an employee finds it necessary to resign, the District requests that, if possible, the employee provide two weeks' notice to his or her supervisor to aid in rescheduling the employee's workload. Absent extraordinary circumstances, when an employee has been absent for three or more consecutive days and has not contacted his or her supervisor, the District will assume that the employee voluntarily terminated his or her employment as of the end of the third missed day. An employee must return to his or her supervisor all District-furnished tools, equipment, keys and other property prior to the last day of employment. All confidential information received while employed with the District belongs solely to the District and must be kept confidential even after the employment has ended.

### **B. Voluntary Resignation**

Voluntary resignation results when an employee voluntarily quits his or her employment at Reclamation District 784 or fails to report to work for three or more consecutively scheduled workdays without notice to, or approval by, his or her supervisor. All Company-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

### **C. Reductions of Force**

Under some circumstances, Reclamation District 784 may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the District will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, Reclamation District 784 will take into account, operational requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

### **D. Benefits Continuation**

Eligible employees and their dependents who lose insurance coverage under the District's health, dental, and vision plans, will be entitled to receive up to 36 months of COBRA continuation coverage (at the employee's expense) when a "qualifying event" would normally result in the loss of eligibility, and if they wish to accept it. Some common



qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours; an employee's divorce or legal separation; and a dependent no longer meeting eligibility requirement. Under COBRA, the health plan provides each eligible employee with written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the District's plan. The notice contains important information about the employee's rights and obligations.

## **XI. WORKPLACE SAFETY AND HEALTH**

### **A. Safety**

The responsibility for safety extends to every employee working for the District, and every employee must be safety conscious. All employees are required to immediately report any unsafe or hazardous condition or accident, no matter how minor, to a supervisor. The District will make every effort to take corrective action as soon as possible. Failure to report and accident can result in a violation of legal requirements and may subject an employee to discipline, including termination.

### **B. Smoking**

California law prohibits smoking within a reasonable distance of District buildings. Smoking is permitted on District property in areas designated by the General Manager. An employee who violates this policy may be subject to discipline, including dismissal, and may also be subject to a fine imposed by the State of California.

### **C. Injury and Illness Prevention Program**

The District has adopted an Injury and Illness Prevention Program (the "Safety Program"), which is administered by the Superintendent. Each employee receives initial and ongoing training in this program. Representatives of the District may also conduct periodic inspections to identify unsafe conditions and work practices. Failure to abide by the Injury and Illness Prevention Program, or any other safety policy of the District may subject employees to discipline, up to and including termination. For more information regarding this program, employees should contact the Superintendent or General Manager.

### **D. Workplace Violence Prevention**

The District is committed to preventing workplace violence, and to maintaining a safe work environment. Given the increasing violence in society generally and the workplace specifically, the District has adopted the following policies to ensure the safety of its employees and to provide guidance on dealing with violence in the workplace. If qualified, an employee may provide first aid to injured persons when required. Each employee is required to:

1. Employees should treat other employees, including supervisors and temporary employees, with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or any other conduct that may be dangerous to others.

2. Employees must not engage in any conduct that threatens, intimidates, or coerces another employee, a customer or any member of the public at any time. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any other characteristic protected by Federal, state, or local law.
3. All employees are prohibited from bringing firearms, weapons or other dangerous or hazardous devices or substances onto the District's premises without proper authorization.
4. Employees should report all threats of violence, both direct and indirect, as soon as possible to their supervisor. This directive includes threats by employees, as well as threats made by members of the public. In making this report, employees should be as specific and as detailed as possible.
5. Employees should report all suspicious individuals or activities to a supervisor as soon as possible. Employees should take care not to place themselves in peril.
6. Employees should immediately call 911 and seek shelter if the employee hears a violent commotion near his or her workstation and cooperate fully with security, law enforcement, and medical personnel who respond to a call for help.
7. The District will promptly and thoroughly investigate all reports of threats of violence and of suspicious individuals or activities. The District will protect, as much is practicable, the identity of the employee making the report. In order to maintain workplace safety and the integrity of its investigation, the District may suspend employees, either with or without pay, pending investigation.
8. If the District's investigation determines that an employee is responsible for threats of violence or other conduct that is in violation of these guidelines, the District will take prompt disciplinary action against the individual involved. This disciplinary action may include immediate termination.
9. Allow the General Manager's District General Counsel or President of the Board to respond to all inquiries from the media about violence on its premises so that the District can speak with one voice.

The District encourages employees to bring their disputes or differences with other employees to the attention of their supervisor before the situation escalates into potential violence. The District is eager to assist in the resolution of employee disputes and will not discipline any employee for raising any concern in good faith.



E. Visitors in the Workplace

To provide for the safety and security of employees and the facilities at the District, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures the security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. Therefore, family and friends of employees are discouraged from visiting during business hours. Employees are required to meet any visitor in a designated reception area. Authorized visitors must be escorted to their destination. Employees are responsible for the conduct and safety of their personal or professional visitors. If an unauthorized individual is observed on the District's premises, employees should immediately notify a supervisor of the intruder.

**XII. OTHER DISTRICT RULES**

A. District Property

Employees are not permitted to use any District property for personal use, such as computers, labelers, copy machines, fax machines, postage meters, supplies, tools, vehicles, calculators, typewriters, or credit cards. During work hours, employees must minimize personal telephone calls. Personal telephone calls are permitted only when absolutely necessary. Fax machine or postage meter use for personal matters and personal long-distance phone calls are not permitted without authorization from a supervisor.

When using District property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. An employee must notify a supervisor if any equipment, machine, tool, or vehicle appears to be damaged, defective, or in need of repair. Prompt reporting helps prevent possible injury to employees or others and deterioration of equipment. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles may result in disciplinary actions, up to and including terminations.

In addition, all desks, lockers, offices, work-spaces, credenzas, cabinets, e-mail, telephone systems, office systems, computer systems, District vehicles and other areas or items belonging to the District are open to the District and its employees. **EMPLOYEES HAVE NO EXPECTATION OF PRIVACY IN ANY OF THESE AREAS.** Personal items and messages or information that an employee considers private should not be placed or kept in desks, lockers, offices, workspaces, credenzas, cabinets, e-mail, telephone systems, office systems, computer systems, District vehicles and other areas or items belonging to the District.

B. Use of District Vehicles and Equipment

Employees who are required to drive a Company vehicle or their own vehicles on Company business will be required to show proof of current valid driving licenses and current effective insurance coverage before the first day of employment. Reclamation District 784 retains the right to transfer to an alternative position, suspend, or terminate and employee whose license is revoked, or who fails to maintain personal automobile insurance coverage



or who is uninsurable under the Company's policy. Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using District property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Please notify a supervisor if any equipment, machines, tools, or vehicles appear to be, damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible-injury to employees or others. An employee's supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment. Any employee who receives traffic or parking violation will be personally responsible for the payment of the fine. Anyone who drives a District vehicle is responsible for it and should confirm that the vehicle has all proper documents required by law in the vehicle, i.e., registration, certificate of insurance, etc. If an employee finds this is not so, he or she should immediately notify the supervisor.

The District vehicles are for District business only. The District employees are the only ones to drive these District-owned vehicles. However, in the event of staff shortages due to pandemic or other unforeseen circumstances, workers hired through authorized outside temporary employment agencies are allowed to operate District vehicles if authorized by the General Manager or Field Superintendent, the driver is a permissive driver, and is driving in the course/scope of employment. It is unacceptable for spouses, children, or anyone other than the employee to operate these vehicles unless an emergency arises. Similarly, District vehicles should not be used to transport family members unless on official District business or as otherwise approved by the General Manager.

District employees are not allowed to use the District property for personal use except as provided in this policy. This includes, but is not limited to, facilities, sprayers, computers and their related equipment, labelers, postage stamps, copy machines, fax machines, postage meter, any type of supplies including office supplies, tools, vehicles, calculators, typewriters, credit cards, etc. These assets are provided to employees for District related business only. Personal items, messages, or information that you consider private should not be placed or kept in the telephone systems, office systems, e.g., e-mail, other District computer systems, offices, work-spaces, desks, credenzas, or file cabinets.

Please also remember that all desks, lockers, cabinets, e-mail, computers, and vehicles that belong to the District will be open to all District employees. If necessary, such property will be inspected from time to time to confirm that this equipment is not being used for personal use. Any employee who is issued a District credit card is responsible for the use of that card. No employee has the authority to advance monies and/or utilize a District credit card for cash advance or for personal gain. No employee should give his card or card number to another person to use.

Limited personal use of the copy and fax machines will be allowed, but employees will pay a per page charge to the District for such use. In addition, employees may use their District cell phones to make limited personal calls. Their minutes per month should not



exceed the monthly maximum; if the minutes are in excess of the maximum, the employee will be required to reimburse the District for the excess use related to personal charges. Any excessive personal use or personal use that interferes with the employee's job duties shall be cause for discipline.

C. Taking Wood from District Premises

The District cuts down dead or dying trees on the levees, as part of its regular business. The District requires no employee take or distributes cut wood until he or she has received permission from the Field Supervisor or General Manager. Failure to comply with this requirement may subject the employee to disciplinary action, up to and including termination.

D. Technology Policy

The District's information systems and technology resources, including all computer, data and telecommunications hardware and software (referred in this handbook as the "Systems"), are critical to its business and success. The Systems are owned by the District. All messages and other information communicated through the Systems are also the property of the District. These Systems are to be used only to further the business purposes of the District and should never be used in violation of any applicable laws. The District has the right to terminate any employee's access to and use of any of the Systems at any time with or without cause and with or without notice. The District may also take disciplinary action in its sole discretion, including termination, for any use of the Systems that is not in accord with this policy or any other policies of the District.

Confidential or proprietary information of the District should not be sent externally through e-mail or other systems, except when absolutely necessary and only with the approval of the General Manager. Employees should use the following legend on each e-mail message sent via the Internet which is intended to be confidential, or which contains confidential or proprietary information of the District:

This electronic message contains information from \_\_\_\_\_, which is confidential or privileged information. The information is intended to be sent to the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying or distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please notify us by telephone at 530-742-0520.

The Systems may never be used in any manner or method that is illegal, disruptive, or offensive to others. The Systems are governed by the District's unlawful harassment policies and other policies in this handbook. The Systems may never be used any activity that is a violation of any applicable law or for viewing, transmission, downloading, reproduction or copying of any pornographic, obscene, discriminatory, or otherwise illegal matter. The Systems may not be used in violation of any applicable copyright, trademark, or trade secret laws. Unless there is a legitimate reason to do so and the District has approved the participation, the Systems may not be used to participate in chat lines, bulletin boards, Internet mailing lists or Usenet newsgroups. Only software legally licensed to the

District or an employee may be installed and configured on individual computer systems. Installation of software may only be performed, by authorized employees of the District.

Employees should understand that they have **NO EXPECTATION OF PRIVACY** in connection with use of the Systems, including stored e-mail and voice mail messages. All messages created, sent, received, or stored in these Systems are and remain the property of the District. The District reserves the right to retrieve and review any message composed, sent, or received via the Systems.

### **Security of Information and System Integrity**

- Employees must not share passwords with other employees or to others outside the District.
- Employees must never access technology resources using another employee's ID and password.
- To avoid Internet threats, malicious emails, and spam that may contain viruses, or are phishing for confidential information, employees must adhere to the following when using email and the Internet:
  - Employees should not open up emails that arrive anonymously, that have strange subject titles, or that contain multiple forwards. If employees are unsure about the safety or content of an email, they should consult with IT before opening the message.
  - Employees should not click on web links that are unfamiliar or sent by someone unknown or click attachments in emails sent by someone unknown.
  - Employees should not download software from unknown sources.
  - Employees should not open or respond to spam. Common forms of spam include email messages that do not include your email address in the TO: or CC: fields. Many may also contain offensive language or links to inappropriate websites.
  - Employees should be extremely wary of emails asking for confidential information as these may be phishing attacks. Employees should confirm the authenticity of a suspicious request before responding in an email or providing any confidential information on a website.
  - Do not access pornographic or adult sites.



E. Off Duty Access to RD784 Property for Recreation Prohibited

Some of the lands underlying the levees are privately owned and RD784 only has an operations and maintenance access easement. If we access or enter those spaces for other purposes, we are actually trespassing. Off-duty use of RD784 keys to access property maintained or owned by the District for Non- Operational and Maintenance activities are strictly prohibited. RD784 personnel shall have no greater access to District controlled property off duty than any other citizen. This policy shall not prohibit RD784 personnel from obtaining permission from a landowner to access his or her land for lawful activities.

F. Cell Phone / Mobile Device Policy

*Because of the potential hazards of incumbent in District operations, it is the policy of the District that no employee should use any cell phone or other mobile communication device for any purpose while operating any equipment. Therefore, no employee shall have a personal cell phone in his or her possession while on duty, unless specifically authorized by the District Manager or the employee's immediate supervisor.*

*While we recognize that there is sometimes an organizational need to use cellular phones or mobile communication devices, safety must be our first priority, as well as complying with law regarding these matters.*

***Employees should NEVER use any hand-held cellular telephone for either voice or text communications while operating a vehicle. Note that California law defines operating a vehicle to include sitting behind the wheel of a vehicle which has its engine running.***

*If an employee needs to make a phone call or send or receive text messages, he/she should first find a proper parking space or turnout. Stopping on the side of the road is not acceptable. The auto must be fully stopped, and the engine turned off before the driver uses a cell phone. The only exception is for genuine emergencies, an accident, or a car breakdown."*

No employee shall use a cell phone while operating any lawn care or other equipment under any circumstances.

# CONFIRMATION OF RECEIPT

## Confirmation of Receipt

I have received my copy of the District's employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the District. Reclamation District 784 reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the President of Reclamation District 784, no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the President has authority to make any such agreement and then only in writing, signed by the President.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise and representation of continued employment and that employment at Reclamation District 784 is employment at-will; employment may be terminated at the will of either the District or me. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Reclamation District 784 and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning employment with Reclamation District 784.

Date:

Employee Signature \_\_\_\_\_



## **Addendum A: Harassment, Discrimination, and Retaliation Prevention Policy**

Reclamation District #784 (the "District") is an equal opportunity employer. The District is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on race, religion (including religious dress and grooming practices), creed, color, gender (including gender identity and gender expression), national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, physical or mental disability, medical condition (including pregnancy and AIDS/HIV, childbirth or any related medical condition), genetic information, age, marital status, registered domestic partner status, military or veteran status, sexual orientation, or any other characteristics protected by federal, state, local or ordinance or regulation. The District also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the District prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

**All such conduct violates District policy.**

### **Harassment Prevention**

Sexual Harassment: The District's policy prohibiting harassment applies to all persons involved in the operation of the District and prohibits harassment and disrespectful or unprofessional conduct by any employee of the District, including supervisors, managers, and co-workers. The District's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts, or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct

that is prohibited by federal, state, or local law, or by District policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts towards an employee because of his or her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

**General Harassment** in employment based on sex, sexual orientation, gender identity or expression, race, ethnicity, religion, age, mental or physical disability or medical condition, pregnancy or childbirth or genetic characteristics, or other protected characteristics is forbidden by law and are strictly-prohibited by the District. Employees who violate this policy are subject to discipline, including possible-termination. Such harassment includes, but is not limited to:

- Visual conduct, including displaying of derogatory objects or pictures, cartoons or posters, mocking or mimicking accents, religious garb or physical/mental disabilities;
- Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes.
- Physically making fun of or making derogatory remarks about someone's age, race, disability, or gender-related stereotypes.
- Slang names or labels related to religion, race ancestry, sexual orientation, gender identity and/or gender expression.
- Displaying or transmitting in the workplace intolerant or insensitive, cartoons, calendars, drawings, photographs, video or other electronic material or multimedia that demeans any individual or group of individuals based on race, gender, sexual orientation, gender identity, pregnancy, religious practices or values, age, or disability.
- Mocking or mimicking individuals with disabilities, medical conditions, or other characteristics, whether or not directed toward any individual.



- Vulgar expressions, slurs, or other intolerant language in any the District workplace, regardless of the context, including without limitation political commentary, jokes or name-calling.

### **Policy Against Bullying or Abusive Conduct**

In addition to harassment based on a protected characteristic, the District prohibits acts of bullying or abusive conduct, whether by words, gestures, written or electronic communications. A safe and civil environment is necessary for employees to achieve the high-standards we expect. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees.

Abusive conduct is defined as “conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests.”

Bullying is repeated, health-harming mistreatment of another employee. Examples of prohibited bullying include but aren't limited to screaming; swearing; name calling; stealing; giving dangerous work assignments; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit. Generally, bullying involves: (1) written, verbal, graphic or physical acts (including electronically transmitted content, such as using the Internet, a cell phone, a personal digital assistant (PDA), or a wireless handheld device); (2) behavior that substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work; (3) behavior that adversely affects an employee's ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage bullying, the District also prohibits both active and passive support for acts of bullying. Employees should either walk away from these acts when they see them or attempt to stop them. In either case, employees should report incidents to a manager or the HR Department. **Reprisal or retaliation against any person who reports an act of bullying is strictly-prohibited.** Those who engage in bullying or retaliation for complaints about bullying or abusive conduct will be subject to appropriate discipline, up to and including termination.

### **Non-Discrimination**

The District is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in District operations. The District prohibits unlawful discrimination against any job applicant, employee, or unpaid intern by any employee of the District, including supervisors and coworkers. The full EEO policy is in this Handbook, page 4.

Pay discrimination between employees of the opposite-sex performing substantially-similar work, as defined by the California Fair Pay Act and federal law, is prohibited.

Pay differentials may be valid in certain situations by law. Employees will not be retaliated against for inquiring about or discussion wages. However, the District is not obligated to disclose the wages of other employees.

### **Anti-Retaliation**

The District is will not retaliate against you for filing a complaint or participating in any workplace investigation and will not tolerate or permit retaliation by management, employees, or co-workers. Any threats of reprisals or acts of retaliation should be reported and the District will investigation and if substantiated will take immediate and appropriate corrective action.

### **Reasonable Accommodation**

Discrimination can also include failing to reasonably-accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a District representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The District will engage in an interactive process with the employee to identify possible-accommodations, if any, which will help the applicant or employee perform the job. An applicant, employee, or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact a District representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the District will make the accommodation.

The District will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees, or co-workers.



## Complaint Process

- a) If you believe that you have been the subject of harassment, discrimination, retaliation, or other prohibited conduct, you should immediately bring your complaint to your supervisor or to any of the following individuals: any District supervisor, any human resources manager, or any District officer, or any board of trustee member. In the event the employee feels uncomfortable making such report to his or her supervisor or manager, the employee should make the report to the next level of management up to and including the President of the Board of Trustees ("President"). Such complaint should be made within five (5) days of the incident. This report can be oral or written, but the District requests a written report contain specific facts of the harassment so that it can be properly and fully investigated. However, such a written report is not mandatory.
- b) Upon receipt of the initial complaint, oral or written, the supervisor or manager receiving the complaint will immediately report the incident to the President. Upon receipt of the written statement provided by the employee, the President shall arrange for an investigation of the complaint. The investigation is a neutral fact-finding inquiry by a qualified investigator. Should the President determine that the individual circumstances require an independent investigator to ensure impartiality, the District will take appropriate steps to engage a qualified investigator. All individuals who participate in the investigation, whether as the person making the complaint, the person(s) whose behavior is being investigated, or individual witnesses will be treated with respect and will be afforded due process.
- c) The investigator will contact the person who allegedly initiated the harassment and inform that person of the basis of the complaint and his or her opportunity to respond to the allegations in writing within seven (7) days. In any event, the investigator will interview the person alleged to have committed the reported harassment, and this person must cooperate in providing full and complete information to the investigator.
- d) Every person reporting the alleged harassment or participating in the investigation of the complaint is assured that he or she will not be subject to any direct or indirect retaliation for making such report or participating in the investigation of the matter, including verbal, written or in person reprisals or threats of reprisal. Every such person shall be advised to immediately report any such retaliation to the Board President.
- e) Upon the receipt of the written response, and after conducting a thorough investigation, the investigator will submit a written summary of the complaint, the response, and a finding of facts which substantiate, in whole or in part, the allegations to the President. After reviewing the report, the President will determine whether harassment has occurred and notify both parties.
- f) If it is determined that harassment has occurred, appropriate disciplinary action, up to and including dismissal, will be taken. The severity of the discipline will be determined by the severity and frequency of the offense, or other conditions surrounding the incident.

g) Once the factual inquiry is complete and a determination has been made as to the merits of the complaint, the individual who brought the complaint will be notified of the outcome and given an opportunity to address a District representative. After the matter has been closed, the District will periodically follow up with the individual who made the complaint to ensure that the harassment has been eliminated and the individual has not experienced any retaliation.

h) The District encourages all employees to report any incidents of harassment, discrimination, and retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You should also be aware that the federal Equal Employment Opportunity Commission (“EEOC”) and the California Department of Fair Employment and Housing (“DFEH”) investigates and may prosecute complaints of prohibited harassment, discrimination, and retaliation in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining about such harassment, or for participating in the investigation of any alleged harassment, you may file a complaint with the DFEH. The nearest DFEH office is listed in the telephone book. The Department will serve as a neutral fact finder and will attempt to help the parties voluntarily resolve the dispute. No action will be taken against any employee in any manner for opposing harassment or for filing a complaint with, or otherwise participating in an investigation, proceeding, or hearing conducted by the Department of Fair Employment and Housing with respect to harassment.

*(Signature page to follow.)*



**Confirmation of Receipt of Harassment, Discrimination, and Retaliation Prevention Policy**

I have received my copy of the District's Harassment, Discrimination, and Retaliation Prevention Policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the District is committed to providing a work environment that is free from harassment, discrimination, and retaliation. My signature certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

Employee's Signature

---

Employee's Printed Name

---

Date

---



Bringing  
Water  
Together

Date: August 17, 2022

Reclamation District #784  
1594 Broadway  
Arboga, CA 95961

<b>2022 Annual Agency Dues</b>	<b>\$13,165.00</b>
Prorated Amount Oct. 1 <sup>st</sup>	\$3,291.25
50% Discount	(\$1,645.62)

2022 Total Amount Due \$1,645.63

<b>2023 Annual Agency Dues</b>	<b>\$14,605 *Based on a potential 3% increase</b>
50% Discount	(\$7,302.50)

2023 Total Amount Due \$7,302.50

**Grand Total \$8,948.13**

\*\*\*\*\*MEMBERSHIP DUES\*\*\*\*\*MEMBERSHIP DUES\*\*\*\*\*MEMBERSHIP  
DUES\*\*\*\*\*



RESOLUTION NO. 2022-09-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF  
Reclamation District 784  
CONSENTING TO ENTER THE JOINT PROTECTION  
PROGRAM OF THE ASSOCIATION OF CALIFORNIA  
WATER AGENCIES JOINT POWERS INSURANCE AUTHORITY

WHEREAS, pursuant to the provisions of Section 990, 990.4, 990.8, and 6500 of the Government Code, this Agency wishes to enter into an agreement with various other agencies entitled "Joint Powers Agreement: Creating the Association of California Water Agencies Joint Powers Insurance Authority" (the Authority), for the purpose of participating in the Joint Powers Insurance Authority created thereby, which since its formation has provided for and administered a joint protection program as more fully set forth in said agreement; and

WHEREAS, said joint protection program offers significant advantages to this Agency in terms of cost, benefits, and other services, and entering such program, on the conditions hereinafter set forth, appears to be in the best interest of the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Reclamation District 784:

Section 1. That Reclamation District 784 hereby consents pursuant to the above-mentioned Joint Powers Agreement, and the resolutions and policies enacted in implementation of such Agreement, to enter said joint protection program.

Section 2. That the Agency hereby elects to join the Employee Benefits Program sponsored by the Authority, effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Section 3. That the Treasurer of this Agency is hereby authorized to pay ACWA JPIA monthly premiums commencing upon receipt of an invoice.

Section 4. That the Secretary of the Board of Directors of this Agency is directed to send a copy of this resolution and the signed Joint Powers Agreement promptly by mail to: ACWA JPIA, Employee Benefits, P.O. Box 619082, Roseville, California, 95661.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Secretary of the Board

\_\_\_\_\_  
President of the Board



# **Joint Powers Agreement**

## **Creating The**

### **Association of California Water Agencies Joint Powers Insurance Authority**

Adopted May 9, 1979  
Revised on May 7, 2012

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# Joint Powers Agreement

## Creating The

### Association Of California Water Agencies Joint Powers Insurance Authority

THIS AGREEMENT is made and entered into in the County of Placer, State of California, by and among the water districts and agencies (hereinafter "Districts") and other public entities (hereinafter "Friends of ACWA") organized and existing under the laws of the State of California, which are parties signatory to this Agreement and listed in Appendix "A", which is attached hereto and made a part hereof. Said Districts and Friends of ACWA are sometimes referred to herein as "parties" or "Members".

#### Recitals

WHEREAS, California Government Code Section 6500 *et seq.* provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance or reinsurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties to this Agreement desire to join together for the purpose of establishing pools for self-insured losses and purchasing excess insurance or reinsurance and administrative services in connection with joint protection programs for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

## Article 1 — Definitions

The following definitions shall apply to the provisions of this Agreement:

- (a) **"Auditor/Controller"** shall mean that person, designated by the Executive Committee who is required to draw, or cause to be drawn, checks, warrants, and electronic payments on behalf of the Authority, and to provide for an annual audit.
- (b) **"Authority"** shall mean the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) created by this Agreement.
- (c) **"Board of Directors" or "Board"** shall mean the governing body of the Authority.
- (d) **"Chief Executive Officer"** shall mean that employee of the Authority who is so appointed by the Executive Committee and ratified by the Board of Directors at the next meeting, unless approved unanimously by the Executive Committee.
- (e) **"Claims"** shall mean demands made against Members which are within the Authority's joint protection programs as developed by the Board of Directors.
- (f) **"Deposit Premium"** shall mean the amount determined by the Executive Committee annually, as necessary to fund each joint protection program of the Authority.
- (g) **"Director"** shall mean that individual selected by the Member, from its governing body, to represent the Member on the ACWA/JPIA Board of Directors.
- (h) **"District"** shall mean those entities of local government empowered by law to replenish ground waters, distribute, control, treat, develop, acquire, use, store or supply water, or empowered by laws to protect, drain or reclaim lands within the State of California, including but not limited to irrigation districts, California water districts, municipal water districts, county water districts, municipal utility districts, and drainage, water replenishment, reclamation districts, flood control districts, conservation districts, sanitation districts, sanitary districts, special act districts, cities, and joint powers authorities which are signatories to this Agreement and are members of the Association of California Water Agencies (ACWA), or are affiliated with ACWA based on their meeting the criteria currently specified by ACWA for ACWA Affiliates – "Friends of ACWA".
- (i) **"Duly Constituted Board Meeting"** shall mean any Board of Directors meeting noticed and held in the required manner and at which a Quorum was determined to be present at the beginning of the meeting.



- (j) **"Excess Insurance"** shall mean that insurance or reinsurance which may be purchased on behalf of the Authority to protect the funds of the Members.
- (k) **"Executive Committee"** shall mean the Executive Committee of the Board of Directors of the Authority.
- (l) **"Finance and Audit Committee"** shall mean the committee of the Authority composed of financial staff of districts appointed by the Board President and ratified by their Districts.
- (m) **"Fiscal Year"** shall mean that period of twelve (12) months which is established as the fiscal year of the Authority.
- (n) **"Friends of ACWA"** shall mean those public agencies that do not meet the definition of **"District"** who are members of the ACWA or are affiliated with ACWA based on their meeting the criteria currently specified by ACWA for ACWA Affiliates – **"Friends of ACWA,"** and which are also signatories to this Agreement.
- (o) **"Insurance"** shall mean and include a joint protection program, self-insurance through a funded program, and/or any commercial insurance or reinsurance contract.
- (p) **"Member"** shall mean either a **"Friend of ACWA"** or a **"District"** which is a signatory to this Agreement.
- (q) **"Policy Year"** shall mean a period of time, usually twelve (12) months, determined by the Executive Committee into which each joint protection program is segregated for ease in determining deposit premiums, incurred losses, and retrospective premium calculations.
- (r) **"Retrospective Premium Adjustment"** shall include the terms **"Retrospective Premium"** and **"Retrospective Adjustment"** and shall mean the amount determined by the cost allocation plans and formulas adopted from time to time by the Board as a Member's share of losses, expenses, and contribution to the catastrophe fund or other reserve.
- (s) **"Secretary"** shall mean the person appointed by the Executive Committee to record or cause to be recorded, and keep or cause to be kept, at the principal executive office or such other place as the Executive Committee may order, a book of minutes of actions taken at all meetings of the Board of Directors and Executive Committee.
- (t) **"Treasurer"** shall mean the person appointed by the Executive Committee to keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Authority.



## **Article 2 — Purposes**

This Agreement is entered into by Members pursuant to the provisions of California Government Code sections 990, 990.4, 990.8 and 6500 *et seq.*, in order to provide comprehensive and economical public liability, workers' compensation, unemployment, health, accident and/or dental, and property coverage, or coverage for other risks to which the Board of Directors may agree.

Additional purposes are to reduce the amount and frequency of losses, and to decrease the cost incurred by Members in the handling and litigation of claims. These purposes shall be accomplished through the exercise of the powers of such Members jointly in the creation of a separate entity, the Association of California Water Agencies Joint Powers Insurance Authority (the Authority), to administer joint protection programs wherein Districts and Friends of ACWA will separately pool their losses and claims, and jointly purchase excess insurance and/or reinsurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal, and other related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and members of the Authority, subject to approval by the Board of Directors.

## **Article 3 — Parties To Agreement**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories to this Agreement pursuant to Article 21. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article 22 or Article 23, shall not affect this Agreement or such party's intent to contract as described above with the other parties to the Agreement then remaining.

## **Article 4 — Term Of Agreement**

This Agreement became effective on the date of execution hereof by the last of sixty (60) Districts with a combined 1978/79 liability policy premium of \$2 million, and it shall continue until and unless terminated as hereinafter provided.

## **Article 5 — Creation Of Authority**

Pursuant to Section 6500 *et seq.* of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Association of California Water Agencies Joint Powers Insurance Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities and



obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement or of any District or Friend of ACWA.

## **Article 6 — Powers Of Authority**

- (a) The Authority shall have the powers common to Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:
  - (1) To make and enter into contracts;
  - (2) To incur debts, liabilities or obligations;
  - (3) To acquire, hold or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
  - (4) To sue and be sued in its own name; and
  - (5) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- (b) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law, and in accordance with Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Walnut Valley Water District as specified in The California Water District Law (California Water Code Sections 34000 *et seq.*).

## **Article 7 — Board Of Directors**

- (a) The Authority shall be governed by the Board of Directors which is hereby established and which shall be composed of one representative from each Member, who shall be a Member director selected by the governing board of that Member. Each Member, in addition to appointing its member of the Board, shall appoint at least one alternate who shall be an officer, member of the governing board, or employee of that Member. The alternate appointed by a Member shall have the authority to attend and participate in any meeting of the Board when the regular member for whom he or she is an alternate is absent from said meeting.
- (b) Each Director or alternate of the Board shall serve until a successor is appointed. Each Director or alternate shall serve at the pleasure of the Member by which he or she has been appointed.
- (c) Each Director representing a Member, or his or her alternate, shall have one vote.

## Article 8 — Powers Of The Board Of Directors

The Board of Directors of the Authority shall have the following powers and functions:

- (a) The Board shall elect from its voting members pursuant to Article 10 of this Agreement an Executive Committee.
- (b) The Board may review all acts of the Executive Committee, and shall have the power to modify and/or reverse any decision or action of the Executive Committee upon a majority vote of the voting Directors present at any Duly Constituted Board Meeting.
- (c) The Board shall review, modify if necessary, and approve the annual operating budget of the Authority, prepared by the Executive Committee pursuant to Article 11 (d).
- (d) The Board shall receive and review periodic accountings of all funds under Articles 17 and 18 of this Agreement.
- (e) The Board shall have the power to conduct on behalf of the Authority all business of the Authority, including that assigned to the Executive Committee, which the Authority may conduct under the provisions hereof and pursuant to law.
- (f) The Board shall have such other powers and functions as are provided for in this Agreement or in the Bylaws.

## Article 9 — Meetings Of The Board Of Directors

- (a) **Meetings.** The Board shall provide for at least one annual regular meeting. It may also provide for adjourned regular meetings, special meetings, or meetings upon call of the President of the Board.
- (b) **Minutes.** The Secretary of the Authority shall cause minutes of regular, adjourned regular, and special meetings (but not of any closed-session portion of any such meeting) to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each Member.
- (c) **Quorum.** Any fifty (50) voting members of the Board present when the meeting is called to order shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those voting members present and voting in the prescribed manner at any Duly Constituted Board Meeting shall be sufficient to constitute action by the Board except as otherwise specifically set forth in this Agreement or in the Bylaws.



- (d) **Compliance with the Brown Act.** All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 *et seq.*

## **Article 10 — Executive Committee**

- (a) There shall be an Executive Committee of the Board of Directors which shall consist of nine (9) members, as provided in the Bylaws. Eight (8) members of the Executive Committee shall be elected by the Board of Directors from its voting members as provided in the Bylaws. The ninth member of the Executive Committee shall be the Vice President of the Association of California Water Agencies, who shall be an *ex officio* member of the Executive Committee.
- (b) The Executive Committee shall appoint a President and a Vice President of the Board of Directors from among the eight (8) Executive Committee members elected by the Board of Directors, as provided in the Bylaws. The President of the Board, or the Vice President in his or her absence, shall serve as the Chair of the Executive Committee.
- (c) The unexcused absence of a member of the Executive Committee, other than the Vice President of the Association of California Water Agencies, from two consecutive meetings may be cause for the removal of said member by the Executive Committee.
- (d) Vacancies on the Executive Committee shall be filled as provided in the Bylaws.

## **Article 11 — Powers Of The Executive Committee**

The Executive Committee shall have the following powers:

- (a) The Executive Committee shall determine details of and select the joint protection program or programs of the Authority.
- (b) The Executive Committee shall determine and select all insurance, including excess insurance and reinsurance, necessary to carry out the joint protection program or programs of the Authority.
- (c) The Executive Committee shall have authority to contract for or develop various services for the Authority, including, but not limited to, claims adjusting, loss control and risk management consulting.
- (d) The Executive Committee shall cause to be prepared the operating budget of the Authority for each fiscal year, subject to review, modification and approval by the Board, as provided for in Article 8 (c).

- (e) The Executive Committee shall receive and act upon reports of all other committees and from the Chief Executive Officer.
- (f) The Executive Committee shall appoint the President, Vice President, Chief Executive Officer, Secretary, Treasurer, and Auditor/Controller of the Authority.
- (g) The Executive Committee shall have the authority to engage, retain, and discharge persons, firms, or other organizations as the Executive Committee deems necessary for the administration of the Authority. The Executive Committee may delegate this authority to the Chief Executive Officer of the Authority.
- (h) The Executive Committee shall exercise general supervisory control of and provide policy to the Chief Executive Officer.
- (i) Additional committees and sub-committees shall be established by the Executive Committee as it deems necessary to best serve the interests of the Authority.
- (j) The Executive Committee shall have such other powers and functions as are provided for pursuant to this Agreement.

## **Article 12 — Meetings Of The Executive Committee**

The meetings of the Executive Committee shall be held and conducted as provided in the Bylaws. The Committee shall make periodic reports to the Board of Directors, advising the Board of its decisions and activities.

## **Article 13 — Officers Of The Authority**

- (a) **President and Vice President.** The President and Vice President of the Board shall be appointed by the Executive Committee from among the Executive Committee's eight (8) elected members. In the event the President or Vice President so appointed ceases to be a member of the Board, the resulting vacancy in the office of President or Vice President may be filled on either an interim or a permanent basis at the next regular meeting of the Executive Committee held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his or her absence the Vice President, shall preside at and conduct all meetings of the Board, and shall chair the Executive Committee.
- (b) **Chief Executive Officer.** The Chief Executive Officer shall have the general administrative responsibility for the activities of the Authority and shall appoint all necessary employees thereof, subject to prior authorization of



each position by the Executive Committee and shall perform such other duties as may be assigned by the Executive Committee.

- (c) **Auditor/Controller.** The Auditor/Controller shall be appointed by the Executive Committee. The duties of the Auditor/Controller shall be as set forth in Articles 17 and 18 of this Agreement.
- (d) **Secretary.** The Secretary shall be appointed by the Executive Committee and shall be responsible for all minutes, notices, and records of the Authority.
- (e) **Treasurer.** The Treasurer shall be appointed by the Executive Committee. The duties of the Treasurer shall be as set forth in Articles 17 and 18 of this Agreement.
- (f) The Executive Committee shall have the power to appoint such other officers as may be necessary to carry out the purposes of this Agreement.

#### **Article 14 — Standing Committees**

The Board or the Executive Committee may establish standing committees from time to time, as provided in the Bylaws.

#### **Article 15 — Insurance Coverage**

- (a) The Authority shall maintain such levels of insurance coverage for Members as may be determined by the Executive Committee. Such coverage may provide for binding arbitration before an independent arbitration panel of any disputes concerning coverage between the Authority and a Member.
- (b) The Insurance coverages provided for Members by the Authority may include protection for comprehensive and economical public liability, property, workers' compensation, employee benefits, or coverage for other risks which the Executive Committee may determine to be advisable.
- (c) The Executive Committee may arrange for group policies to be issued for Members interested in obtaining additional coverage, at an additional cost to those participating Members.
- (d) The Executive Committee may arrange for the purchase of Excess Insurance. The Executive Committee may discontinue purchase of this Excess Insurance, if at a future time it is no longer needed to protect the Authority's funds.

#### **Article 16 — Implementation Of The Joint Protection Program**

- (a) The Board of Directors shall establish the insurance coverages provided for in Article 15, the amount of deposit premiums, and the precise cost

allocation plans and formulas, and shall provide for the handling of claims, and the pro forma financial statements of each joint protection program, and shall specify the amounts and types of Excess Insurance or reinsurance to be procured.

- (b) The Deposit Premium for each Member for each joint protection program shall be determined by the Executive Committee.
  - (1) Deposit Premiums shall be based on estimated costs for a given program year. Costs shall include estimates for claims, excess insurance/reinsurance, general & administrative expenses, program reserves and include an estimate for interest earnings.
  - (2) Each Member's share of the Deposit Premium for the given program year shall generally be based on its payroll and past loss history for the Liability, Workers' Compensation, and Employee Benefits Programs and scheduled values for the Property Program.

The Executive Committee may make retrospective premium adjustments to prior program years.

- (c) The Retrospective Premium Adjustment, and all other adjustments to the Authority's financial records respecting each Member, shall be made annually. All premiums shall be due and payable within thirty (30) days after the invoice date.
- (d) Inasmuch as some Members may experience an unusually high dollar value of losses during a single Policy Year, which would increase their Retrospective Premium substantially above the Deposit Premium for that joint protection program for that Policy Year and cause budgetary problems, the Executive Committee may allow for payment of a portion of such additional Retrospective Premium to be made over a period of time, not to exceed five years, with reasonable interest.
- (e) The Executive Committee shall have the power to disburse or distribute reserve funds for their intended purposes.

## **Article 17 — Accounts And Records**

- (a) **Annual Budget.** The Authority shall annually adopt an operating budget, pursuant to Article 8 (c) of this Agreement.
- (b) **Funds and Accounts.** The Treasurer of the Authority shall establish and maintain such funds and accounts as required by the Executive Committee and as required by generally accepted accounting principles. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members as otherwise required by law.



- (c) **Treasurer's Report.** The Treasurer shall present a complete written report of all investment activities for the most recently completed fiscal year to the Board at its regularly scheduled meeting.
- (d) **Annual Audit.** The Auditor/Controller shall provide for a certified, annual audit of the accounts and records of the authority, which audit shall be made by a certified public accountant and shall conform to generally accepted auditing standards. Such report shall be presented to the Executive Committee and, following its approval by the Executive Committee, shall be presented to the Board of Directors for concurrence.

## **Article 18 — Responsibility For Monies**

- (a) The Treasurer of the Authority shall have the authority to delegate the signatory function of Treasurer to such persons as are authorized by resolution of the Executive Committee.
- (b) A bond in the amount determined adequate by the Executive Committee shall be required of all officers and personnel authorized to disburse funds of the Authority, such bond to be paid for by the Authority.
- (c) The Treasurer of the Authority shall assume the duties described in California Government Code Section 6505.5, including:
  - (1) Receive and acknowledge receipt for all money of the Authority and place it in the treasury of the Authority;
  - (2) Be responsible upon his or her official bond for the safekeeping and disbursement of all of the Authority's money so held by him or her;
  - (3) Pay, when due, out of money of the Authority so held by him or her, all sums payable on outstanding bonds and coupons of the Authority;
  - (4) Pay any other sums due from Authority money only upon checks, warrants, or electronic payments approved by the Chief Executive Officer or his or her designee. The checks, warrants, or electronic payments shall be reviewed by the President of the Board and the Chair of the Finance & Audit Committee.

## **Article 19 — Responsibilities Of The Authority**

The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

- (a) Provide insurance coverage as necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage, reinsurance, and umbrella insurance, by negotiation or bid, and purchase, as necessary.

- (b) Assist Members in obtaining insurance coverage for risks not included within the coverage of the Authority.
- (c) Assist each Member's designated risk manager with the implementation of that risk management function as it relates to risks covered by the joint protection programs within the Member.
- (d) Provide loss prevention and safety consulting services to Members as required.
- (e) Provide claims adjusting and subrogation services for Claims covered by the Authority's joint protection programs.
- (f) Provide loss analysis and control by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles.
- (g) Review Member contracts to determine sufficiency of indemnity and insurance provisions when requested.
- (h) Conduct risk assessments for each Member.
- (i) The Authority shall have such other responsibilities as deemed necessary by the Board of Directors or Executive Committee.

## **Article 20 — Responsibilities Of Members**

Members shall have the following responsibilities:

- (a) The governing board of each Member shall appoint a representative and at least one alternate representative to the Board of Directors, pursuant to Article 7 of this Agreement.
- (b) Each Member shall appoint an employee of the Member to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.
- (c) It is recommended that each Member maintain an active safety officer and/or committee. Each Member shall consider all recommendations of the Authority concerning unsafe practices.
- (d) Each Member shall pay its deposit premium and premium adjustments, including any Retrospective Adjustment, within thirty (30) days after the invoice date. After withdrawal or termination, each Member or former Member or its successor shall pay within 45 days to the Authority its share of any additional premium, when and if required of it by the Executive Committee under Article 24 or Article 25 of this Agreement.



- (e) Each Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the joint protection programs under this Agreement.
- (f) Each Member shall in any and all ways cooperate with and assist the Authority, and any insurer or reinsurer of the Authority, in all matters relating to this Agreement and covered claims, and shall also comply with all Bylaws, rules and regulations adopted by the Board of Directors and Executive Committee.

## **Article 21 — New Members**

The Authority shall allow new Members entry into its joint protection programs only upon approval by the Board, or by the Executive Committee if specifically delegated such authority by resolution of the Board, which resolution may impose such conditions or limitations upon such authority of the Executive Committee as the Board deems appropriate. Members entering under this Article may be required to pay their share of the organizational expenses as determined by the Executive Committee, including expenses necessary to analyze their loss data and determine their Deposit Premiums.

## **Article 22 — Withdrawal**

- (a) A Member may withdraw as a party to this Agreement any time prior to its consenting in writing to enter the joint protection program.
- (b) A Member that does not consent in writing to enter the joint protection program must withdraw as a party to this Agreement prior to the effective date of the program, or it will be considered to have voluntarily withdrawn upon such effective date.
- (c) As respects to coverage Programs of the Authority, other than the Employee Benefits Program:
  - (1) A Member that enters or has entered any pooled joint protection program may not withdraw as a participant of that program, as a party to this Agreement, or as a Member of the Authority, for a three-year period commencing on the Member's date of entry into said pooled joint protection program.
  - (2) After the initial three-year non-cancellable commitment to each pooled joint protection program, a Member may withdraw only at the end of said program's Policy Year, provided it has given the Authority a twelve-month written notice of its intent to withdraw from said pooled joint protection program.



- (i) No later than ninety (90) days prior to the end of said pooled joint protection program's Policy Year, any Member having given an Article 22 (d) conditional notice shall make clear to the Authority its final decision on withdrawal. Final notice of actual withdrawal must be given and received by that date in clear, unambiguous form. The staff is instructed to rely on such final notice received on or before ninety (90) days prior to the end of the program's Policy Year, and no rescission of such final notice can be made after close of business ninety (90) days prior to the end of the program's Policy Year. If no such final notice is received by close of business on the required date, staff shall treat the original notice with all its conditions and ambiguities as final notice of withdrawal.
  - (ii) Any participation by a former Member must be effected as a new Member. No benefits will be held over from the withdrawing Member's former status as a previous program participant.
- (3) Members may withdraw from any group purchase program at the conclusion of its Policy Year, without being required to give the twelve-month written notice required for withdrawal from pooled joint protection programs.
- (d) Members may withdraw as a party of the Employee Benefits Program to be effective on the first day of any month by providing written intention of withdrawing to the Authority at least 60 days prior to the proposed effective date of the withdrawal. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Authority which shall acknowledge receipt of such notice of the withdrawal in writing effective upon the proposed filing date, or such other date as the Executive Committee may designate which is not more than 90 nor less than 60 days from the notice in order to bring such notice of withdrawal in compliance with the terms hereof.
  - (e) A Member may not withdraw as a party to this Agreement nor as a member of the Authority until it has withdrawn from all of the programs of the Authority.

### **Article 23 — Cancellation Of Membership Or Participation**

- (a) Notwithstanding the provisions of Article 22, the Authority shall have the right to cancel any Member's participation in any joint protection program upon a two-thirds vote of the voting Directors present at any Duly Constituted Board Meeting, provided that a reasonable time shall be afforded, at the discretion of the Board of Directors, to place coverage elsewhere.
- (b) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's



programs, shall cease and be canceled automatically at the end of the next complete Policy Year for each program whenever such Member's membership in the Association of California Water Agencies, or its affiliation with said Association based on its meeting the criteria currently specified by ACWA for ACWA Affiliates – "Friends of ACWA," ceases. Such automatic cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 24 (b).

- (c) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's programs, may be canceled at the discretion of the Executive Committee whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the discretion of the Executive Committee, to place coverage elsewhere. Any such cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 24 (b).

#### **Article 24 — Effect Of Withdrawal Or Cancellation**

- (a) The withdrawal or cancellation of any Member from this Agreement shall not terminate the same and a Member by withdrawing or being canceled shall not be entitled to payment or return of any premium, consideration or property paid, or donated by the Member to the Authority, or to any distribution of assets, except as provided in Article 25 (c).
- (b) The withdrawal or cancellation of any Member after the effective date of any joint protection program shall not terminate its responsibility to contribute its share of deposit premium, premium adjustments or funds to any funds or insurance program(s) created by the Authority until all claims, or other unpaid liabilities, covering the Program period any part of which the Member was signatory thereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its participation has been made by the Executive Committee. In connection with this determination, the Executive Committee may exercise similar powers to those provided for in Article 25 (b) of this Agreement.

#### **Article 25 — Termination And Distribution**

- (a) This Agreement may be terminated at any time by the written consent of three-fourths (3/4) of the voting Members, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.
- (b) The Executive Committee is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members and former



Members, including those which were signatory hereto at the time the Claim arose or was incurred, to pay their share of any additional amount of premium in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement. A Member's or former Member's share of such additional premium shall be determined on the same basis as that provided for Retrospective Premiums in Article 16 of this Agreement.

- (c) Upon termination of this Agreement all assets of the Authority shall be distributed only among the Members that have been signatories hereto, including any of those Members which previously withdrew pursuant to Article 22 (d) or were canceled pursuant to Article 23 of this Agreement, in accordance with and proportionate to their cash contributions (including premium payments and property at market value when received) made during the term of this Agreement. The Executive Committee shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by this Agreement.
- (d) In the absence of an Executive Committee, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Executive Committee or Chief Executive Officer under this Article shall be final.

## **Article 26 — Provision For Bylaws And Manuals**

As soon as practicable after the first meeting of the Board of Directors, the Board shall cause to be developed Authority Bylaws and a Mission Statement.

## **Article 27 — Notices**

Notices to Members hereunder shall be sufficient if delivered to the principal office of the respective Member.

## **Article 28 — Amendment**

This Agreement may be amended at any time by a two-thirds (2/3) vote of the voting Directors present at any Duly Constituted Board Meeting.

## **Article 29 — Prohibition Against Assignment**

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title or any part, share, interest, fund, premium or asset of the Authority.



**Article 30 — Agreement Complete**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Member

BY:

\_\_\_\_\_  
Signature of Authorized Representative

## JPIA Board of Directors - Member/Alternate

An excerpt from the JPIA Agreement:

### "Article 7 - Board of Directors"

- (a) The Authority shall be governed by the Board of Directors which is hereby established and which shall be composed of one representative from each Member, who shall be a Member director selected by the governing board of that Member. Each Member, in addition to appointing its member of the Board, shall appoint at least one alternate who shall be an officer, member of the governing board, or employee of that Member. The alternate appointed by a Member shall have the authority to attend and participate in any meeting of the Board when the regular member for whom he or she is an alternate is absent from said meeting.
- (b) Each Director or alternate of the Board shall serve until a successor is appointed. Each Director or alternate shall serve at the pleasure of the Member by which he or she has been appointed.
- (c) Each Director representing a Member, or his or her alternate, shall have one vote.

Please have your agency's Board of Directors designate a JPIA Director Representative and Alternate Representative.

Member Agency: \_\_\_\_\_

**JPIA Director Representative:** \_\_\_\_\_

Must be a member of the agency's board of directors.

Preferred mailing address: \_\_\_\_\_  
\_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Assuming office date: \_\_\_\_\_

**JPIA Alternate Representative:** \_\_\_\_\_

Preferred mailing address: \_\_\_\_\_  
\_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone number: \_\_\_\_\_

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Please mail form to: Attn: Chimene Camacho, ACWA JPIA, PO Box 619082, Roseville, CA

95661-9082 or FAX to: (916) 774-7040



RECLAMATION DISTRICT 784  
UNIT 4 SLIP OUT REPAIR  
BID SUMMARY

Engineers Estimate of Probable Cost											
Dragon Demolition											
Dewitt Bros											
A&E Construction											
Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)	Unit Price (\$/Unit)	Amount (\$)	Unit Price (\$/Unit)	Amount (\$)	Unit Price (\$/Unit)	Amount (\$)
<b>Bid Schedule A - RD 784 - Unit 4 Slipout Repair - Preconstruction Submittals and Activities</b>											
A1	Mobilization and Demobilization Plan	1	LS	2,500	2,500	\$5,000.00	\$ 5,000.00	\$2,000.00	\$ 2,000.00	\$500.00	\$ 500.00
A2	Construction Area Signs	1	LS	1,500	1,500	1,000.00	1,000.00	2,000.00	2,000.00	500.00	500.00
A3	Project Schedule	1	LS	500	500	3,000.00	3,000.00	2,500.00	2,500.00	500.00	500.00
<b>Total Bid Schedule A =</b>					<b>\$4,500.00</b>		<b>\$9,000.00</b>		<b>\$6,500.00</b>		<b>\$1,500.00</b>

**Bid Schedule B - RD 784 - Unit 4 Slipout Repair - 2021/2022-FMIAP-RD 784 -WPIC - Unit 149, LMA Unit 4 LM 0.12 and 0.58**

B1	Mobilization/Demobilization	1	JOB	\$2,335	\$2,335	\$5,000.00	\$ 5,000.00	\$8,000.00	\$ 8,000.00	\$11,000.00	\$ 11,000.00
B2	Subgrade Preparation (scarify top 4" of existing material, key into levee at a 2:1 slope, and recompact)	2,400	SY	30	72,000	19.58	46,992.00	25.00	60,000.00	20.00	48,000.00
B3	Import Borrow	800	CCY	30	24,000	38.75	31,000.00	82.00	65,600.00	105.00	84,000.00
B4	Cofferdam	1	JOB	6,000	6,000	2,000.00	2,000.00	8,000.00	8,000.00	28,000.00	28,000.00
B5	ESA Exclusion Fencing	1,650	LF	6.0	9,900	3.03	4,999.50	4.00	6,600.00	6.00	9,900.00
B6	SWPPP - Erosion Control Seeding	1.5	AC	3,600	1,800	9,333.34	14,000.01	10,000.00	15,000.00	19,000.00	28,500.00
B7	Contractor Quality Control	1	Job	5,000	5,000	4,000.00	4,000.00	10,000.00	10,000.00	5,500.00	5,500.00
<b>Total Bid Schedule B =</b>					<b>\$121,035.00</b>		<b>\$107,991.51</b>		<b>\$173,200.00</b>		<b>\$214,900.00</b>
<b>Subtotal Construction Cost (A through B) =</b>					<b>\$125,535.00</b>		<b>\$116,991.51</b>		<b>\$179,700.00</b>		<b>\$216,400.00</b>

Subcontractors	Subcontractors	Subcontractors
1. None	1. Arclos Erosion Control 2. MHM Inc.	1. None

Maintenance and Projects CompletedUnit 1

1. Weekly checks around all urban levee units.
2. Painting graffiti West/East side of Hwy 70 bridge.
3. Vegetation abatement of Elderberry shoots at UPRR and Hwy 70 bridge East side.
4. LM 1.80 Sucker tree cutting under Hwy 70 bridge.
5. LM 0.70 L/S set blocks and paint.
6. LM 0.60 and 1.50 stage blocks and paint.
7. LM 1.80-2.00 debris and sucker tree removal.
8. LM 0.80 W/S set blocks.
9. LM 0.50 trim low hanging branches.
10. LM 0.00- 1.50 sucker tree removal and vegetation abatement.
11. W/S sucker tree cutting throughout the unit.

Unit 2A

1. Weekly checks around all urban levee units.
2. LM 1.1 Stage and paint blocks W/S North of LCWWTP.
3. Vegetation abatement of block line W/S at Island Rd.

Unit 2B

1. Pump Station #2
  - Backup generator exercised on 8/8 and 8/22.
  - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
  - Trash rack debris removal.
  - Spray for wasps.

Unit 3A

1. PS #6
  - Backup generators exercised on 8/8 and 8/22.
  - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
  - Spray for wasps.
2. Gate structures vegetation abatement.

Unit 4

1. Weekly checks around all urban levee units.
2. W/S slope finish burning.

Units 3B/ 5 / 6 (Horseshoe Levee)

1. Weekly checks around all rural levee units and checked all waterside flap gates.
2. Unit 3B L/S LM 3.25-3.50 vegetation abatement.
3. Sheep and goats grazing completed.



4. Unit 5 LM W/S 3.87 vegetation abatement.
5. Unit 5 LM 0.60 W/S ramp sucker tree cutting.
6. Unit 5 L/S 4.10 Low hanging branch cutting.
7. Hoffman gate vegetation abatement.
8. Unit 5 LM 0.60 and LM 3.50 sucker tree cutting.

#### Unit 7

1. Weekly checks around all urban levee units.
2. Sucker tree cutting (Rip Rap).
3. Vegetation abatement of block lines and gate structures.
4. Graffiti painting of block line adjacent to Howard Miller's.
5. LM 1.30-1.40 grouting of squirrel holes.
6. LM 3.75-3.80 grouting of squirrel holes.
7. LM 0.00- 3.80 sucker tree removal and vegetation abatement.
8. Trim W/S sucker trees throughout the remainder of unit.

#### Unit 8

1. Weekly checks around all urban levee units.
2. Tractor mowing crowns throughout unit.
3. Tractor mowing flat adjacent to road 512.
4. South pond fence line vegetation abatement.
5. V ditch vegetation abatement.

#### Unit 9

1. Pump Station #3
  - The backup diesel generator was exercised on 8/8 and 8/22.
  - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
  - Spray for wasps.
  - Valley Power troubleshoot and correct asco valve on fuel fill for generator.
2. L/S LM 4.00 weld gate.
3. LM 0.50-1.00 firebreak.
4. LM 4.00 paint graffiti on block lines.
5. LM 0.25 set blocks.
6. Murphy Rd. block set and painting.
7. V ditch dump trailer load of trash removed.
8. L/S sucker tree cutting throughout the unit.

#### Goldfields

1. LM 1.00 W/S Brophy Rd. block set at (East side) service gate fence line.
2. LM 2.80 W/S repair cut barbwire.

#### Drainage Laterals and Detention Basins

1. Chestnut Basin gate and block vegetation abatement.
2. Chestnut Basin debris pile removed from in front of block line.

3. Cal Trans illegal camper removed by YCSD.
4. Pond 18 ATT building and service road vegetation abatement.
5. Pond 8 vegetation abatement of suckers and perimeter fence line.
6. Bingham PS 5 outfall vegetation abatement.
7. Lateral 5 service road East and West vegetation abatement.
8. Pond 18 cut sucker trees on slope and low branches on service road.
9. Fire lot vegetation abatement.
10. Lateral 16 River Oaks sucker tree cutting. (6 dump trailer loads).
11. Lateral 16 service road vegetation abatement.
12. River Oaks Detention Basin vegetation abatement along road entrance.
13. River Oaks Detention Basin tractor mowing.
14. Lateral 23 vegetation abatement and sucker tree removal.
15. Cal Trans Basin with code enforcement-illegal camper.
16. Wheeler Basin vegetation abatement.
17. Chestnut Basin, meet with Placer Water Works proposal for trash rack and stairs with platform.
18. Lateral 16 River Oaks vegetation abatement and sucker tree removal.
19. Olivehurst Pump station fence line vegetation abatement.
20. Avandale PS 5 fence line and outfall vegetation abatement.
21. PS 1 vegetation abatement on slope.

#### Shop, Office, Fleet Vehicles, and Equipment

- Shop generator was exercised on 8/8 and 8/22.
1. Deep cleaning of the Shop, office, and equipment to further prevent any potential exposure to COVID-19.
  2. Shop cleanup and organize

#### Safety / Training

1. Administered weekly safety meetings and misc. SDS sheet reviews.
2. COVID Protection Plan training.

#### Miscellaneous

1. Regularly checked and looked for damages or issues around the district including all RD784 Pump Stations, Levee Units, Olivehurst Pump Station, and Yuba College Flood Fight Coalition supplies storage site.
2. Tesco, annual EMASS completion.
3. PS 7 box culvert plate welding, lift and inspection of discharge pipes with Kyle Sanchez (MHM)
4. PS 7 video inspection
5. PS 7 cleaning inside of building and building graffiti painting.
6. PS 10 cleaning of building
7. PS 10 Conex caulking.
8. Tesco EMASS completion.



# Administrative Assistant Monthly Report

September 6, 2022

## Accounting:

1. Budget Update
2. Reconciliations
3. AP Reports and Check Processing for Vendors & Clients
4. Payroll Calculations and Submittal and JOB Costing
5. Checks, Warrants and Deposits
6. Green Sheet Reconciliations with Angela @ County – Ongoing
7. Board Packets – Monthly Board Meeting – Assembling and Attendance
8. Reimbursement Program for Developers and TRLIA - Tracking and Meetings
9. QuickBooks Assessment Tracking Transition – Ongoing
10. Attended Meeting with Russ Powell (EPS) to Update Fee Tables

## Clerical/Office:

1. Impact Fees & Plan Check Fees
  - A. 1658 Plumas Arboga Road – Francisco Silva
  - B. 5579 South Gledhill – Marco Gonzalez
  - C. 5511 South Gledhill – NOU Yeng Lee – HAHA Construction
  - D. JAS Land Fund 2 - Wheeler Ranch Phase II
  - E. Lennar Homes – Rio Del Oro Villages 17-20
  - F. 5933 Cohn – Mocha Davis
  - G. River Oaks Apartments – Pac West Communities
2. Permit Clearance Request Sign Offs
  - A. Lennar – River Oaks North Village 1 and 2
  - B. Richmond Homes – Thoroughbred Acres
  - C. KB Homes – Cobblestone Phase 4

## Human Resources:

1. Completed GSRMA Actual Payroll Questionnaire
2. Submitted Letter of Intent to GSRMA – RMAP Program
3. Submitted GSRMA Loss Prevention Subsidy Fund Application – Flood Fight Class
4. Attended GSRMA Renewal & Comp Review Meeting with Brian Edinger.
5. Attended Meeting with Yuba County – New Permitting System Roll-out.

## Contract Management:

1. 2021-2022 FMAP Grant
2. 2022-2023 FMAP Grant
3. YWA District Boundary Grant – Submitted 2nd Invoice – On-Going
4. YWA/DWR IRWMP Grant Preparation – Submitting 2<sup>nd</sup> Invoice
5. TRLIA Goldfields – Maintenance Billing - On-going
6. Olivehurst Pump Station – Maintenance Billing – On-going

## Regulatory Compliance:

1. Managing PWC 100 projects
2. Conflict of Interest Code Reporting – Preparation
3. Budget Submittal to Yuba County Auditor's Office

**Contacts:**

Angela Yanez @ Yuba County – YCDS, Mark Fowler @ Atteberry Searle, Caroline @ Paychex, Jesse Barton @ Gallery & Barton, Sean Minard @ MHM, Jolie Turk @ YC Treasurer, Jason Little @ DWR, Brian Edinger @ GSRMA, Patrick Soper @ LWA, Eric & Jacob @ Alliant Networking, Jennifer Jensen @ Auditor's, Kyle Close – Permit Runner, Russ Powell @ EPS, and Megan Jonsson @ LWA.



**Administration:**

1. Meetings: 07/25 Quick Books meeting with LWA, 07/27 CVFPBCC, 07/28 USACE urban levee risk assessment overview meeting, 08/02 RD784 and TRLIA Board meetings, 08/08 FR RFMP, 08/11 CDSA overview on new permit clearance request forms, 08/12 CVFPB Workshop, 08/12 ACWA JPIA meeting about COBRA admin. services, 08/18 GSRMA Liability and Workman's Comp annual overview, 08/22 Unit 4 Slip Out Repairs pre-const. meeting, 08/24 CVFPB Coordinating Committee, Misc. Project Follow-Ups with MHM, Staff meetings, and Rotary.
2. Approved employee time off requests and task scheduling.
3. Plan Reviews/Impact Fee Program:
  - A. New 4-bedroom residence at 5933 Cohn Avenue.
  - B. 1120 Murphy Rd. RV & Boat Storage
  - C. Addition at 5579 South Gledhill Ave.

**Projects:**

1. 2022-23 DWR Flood Maintenance Assistance Grant Application Package. New CEQA policy implemented by DWR.
2. Documents to apply the RD 784 FY2022/2023 Assessments to the Yuba County tax roll submitted on August 10 to the Yuba County Auditor-Controller's office.
3. Chestnut Pump Station #7 pipe outfall video inspections
4. Signed the TRLIA 200-year Goldfields Levee Project Completion Acknowledgement (All punch list items completed).
5. Pump Station 5, 7, & 9 Instrumentation Improvements – Designs 100% complete, fabrications continue. On-site construction to begin in 2023.
6. Sonitrol currently implementing 5G network to pump stations with night hawk motion sensor cameras.

**Regulatory Compliance:**

1. Monthly pesticide spray use report submitted on-line to the County.
2. Weekly Safety Meetings.

**Announcements:**

1. The USACE started inspecting the rural Horseshoe Levee the week of August 28.
2. TRLIA is currently working on preparing grant deeds to transfer various parcels to RD784 which will include detention basins and levee toe corridors, etc.
3. The GSRMA annual training conference in Corning, CA will be on October 20 and 21. Class sessions will include: Workman's comp claims process, cyber risk, employee discipline process, and more. Staff will be attending. If any trustees wish to attend, please contact Kim Ford who will assist with registration.
4. Annual DWR regional flood fight training is scheduled for Wednesday, November 30, 2022 at the Plumas Lake Golf Course. Those who would like to attend may contact Kim Ford to register.

BOARD MEETING MINUTES			RECLAMATION DISTRICT 784		
1594 Broadway Street					
Arboga, CA 95961-8821					
<b>Meeting Description:</b> Reclamation District No. 784 Board of Trustee's Board Meeting <b>Due to COVID-19 Pandemic this Meeting was held Via Teleconference and in Person</b>					
<b>Date:</b> August 2, 2022 <b>Time:</b> 10:00am <b>Location:</b> Reclamation District 784 Office					
Scheduled Time			Actual Time		
Start	Stop	Total Hours	Start	Stop	Total Hours
10:00am	12:30pm	2.5 Hrs.	10:03am	11:24am	1 Hr 21 Min
<b>1. Call to Order</b>					
<b>A. Roll Call: Board President - Rick Brown - Present, Trustee - Joe Danna - Present, Board Vice-President - David Read - Present, Trustee - Sarbdeep Atwal - Present, Trustee - Jared Hastey - Present, Board Secretary - Patrick Meagher - Present, Deputy Board Secretary - Kimberly Ford, Present, Field Superintendent - Jess McLaughlin - Present, Attorney - Jesse Barton, Present and Engineer – John Mallen -Present.</b>					
<b>2. Open Session:</b>					
<b>3. Public Communication: Any person may speak on any topic provided it is within the jurisdiction of the Reclamation District 784. If a person wishes to speak on any agenda item in particular, that person may speak now, or if that person wishes to withhold comment until Board consideration of the item, please inform the Board at this time what agenda item the speaker wishes to address, and the Board will solicit additional comment when that agenda item is called. The time allotted for receiving public comment will be limited to no more than five minutes per each individual or group.</b>					
<b>Consent Items:</b>					
<b>4. Approve Board Meeting Minutes –</b> David Read moved to approve Board Meeting Minutes. Sarbdeep Atwal seconded the motion. Motion Carried. <b>Vote: 5 Ayes (Brown, Read, Atwal, Danna and Hastey), 0 Nays, 0 Absent and 0 Abstain.</b>					
<b>5. Approve Checks and Warrants –</b> David Read moved to approve Board Meeting Minutes. Sarbdeep Atwal seconded the motion. Motion Carried. <b>Vote: 5 Ayes (Brown, Read, Atwal, Danna and Hastey), 0 Nays, 0 Absent and 0 Abstain.</b>					
<b>Persons Attending</b>					
<b>1. Rick Brown – RD784 Board President</b>					
<b>2. David Read – RD784 Board Vice-President</b>					
<b>3. Joe Danna – RD784 Board Trustee</b>					
<b>4. Jared Hastey – RD784 Board Trustee</b>					
<b>5. Sarbdeep Atwal – RD784 Board Trustee</b>					
<b>6. Patrick Meagher – RD784 Secretary of the Board</b>					



7. <b>Kimberly Ford – RD784 Deputy Secretary of the Board</b>
8. <b>Jess McLaughlin – RD784 Field Superintendent</b>
9. <b>Jesse Barton – RD784 Attorney</b>
10. <b>John Mallen – RD784 Engineer</b>
11. <b>Jennifer Jensen – Jensen Smith CPA’s</b>
12. <b>Stuart Hanson – Landowner</b>
<b><i>Items for Discussion and Possible Actions:</i></b>
<p>6. <b><i>Board to Review and Possibly Approve a Revised DWR Statement of Necessary Work for Forming a SMA at the Horseshoe Levee –</i></b></p> <p>The Department of Water Resources has prepared a revised statement of Necessary Work to assure the Horseshoe Levee will be properly maintained and operated by the state. The Board already approved a SONW at the November 2, 2021 Board meeting. Subsequently, the District accommodated state requests to engage in further discussions with landowners’ which delayed the MA process, and the initial SONW was not adopted by the CVFPB in time before the end of FY 2021-2022. Due to inflation, an updated SONW was provided to the District which includes DWR maintenance budgets for FY 2022-2023 and 2023-2024. Costs have increased by just under 5% in comparison to the statement issued in 2021. Stuart Hanson objected to the Board taking any action because the documents were not made available to the landowners ahead of time. David Read moved to approve that RD784 staff will send another letter to DWR and CVFPB stating that the District does not wish to protest the revised SONW, and the formation of the State Maintenance Area will continue. Jared Hastey seconded the motion. Motion Carried. <b>Vote: 5 Ayes (Brown, Read, Danna, Hastey and Atwal), 0 Nays, 0 Absent and 0 Abstain.</b></p>
<p>7. <b><i>Board to Receive an Informational Presentation on the RD784 FY 2020/2021 Audit –</i></b></p> <p>Jensen Smith Certified Public Accountants, Inc. has completed the RD784 audit for fiscal year 2020/2021. Jennifer Jensen made her presentation to the Board via Zoom. Jared Hastey moved to approve the RD784 FY 2020/2021 audit report. Sarbdeep Atwal seconded the motion. Motion Carried. <b>Vote: 5 Ayes (Brown, Read, Danna, Hastey and Atwal), 0 Nays, 0 Absent and 0 Abstain.</b></p>
<p>8. <b><i>Board to Receive an Update on Unauthorized Site Improvements at 1120 Murphy Road –</i></b></p> <p>At the June 7 Board meeting, staff provided information about an Application Routing for Early Project Consultation form received from the County in early March regarding a request for a conditional use permit to allow an outdoor storage lot for boats and RVs. In response, staff and MHM provided conditions which included the submission of improvement plans and payment of impact fees. On March 31, staff followed up with the landowner who said they intended to submit plans to the District soon. Staff also warned that any work completed prior to approval would be at their own risk. It was then discovered the owner went ahead and covered much of the area with gravel without paying the impact fees. Staff sent the landowner a letter on May 27, 2022 which included four options on how to fulfill District requirements. The choices offered were to: A) Pay the drainage impact fees, B) Make a request to pay the fees over time, C) Request authorization from the Board to construct an on-site retention basin as per the District’s Policy for Retention Basins (as an alternative to paying impact fees), or D) remove all of the gravel. The landowner responded on June 20 by stating they would like to address the</p>



Board and request authorization to construct an on-site retention basin. On July 20, staff spoke with the landowner again who said he is still trying to get his designer to start working on a preliminary retention basin design for the Board to consider and hopes to have it ready by the September Board meeting. The Board reached a consensus to give the landowner 30 days to resolve the issue.

**9. Board to Receive Information on a USACE Urban Levee Screening Risk Assessment on the Plumas Lake Basin –**

In June, 2022, the USACE – Sacramento District Levee Safety Section contacted staff to inform the District that the USACE would be conducting a levee screening risk assessment on the urban system in order to assist FEMA for purposes of determining future flood insurance rates. The screening assessment starts with information about the condition and past performance of levees gathered during inspections, and from other available documentation. The USACE builds on this with readily available information on the likely hazards a levee may experience, how it will perform in the face of those hazards, and what and who is in the area behind the levee should an issue with the levee occur. After the assessment is completed, levee segments will be given Levee Screening (LST) and Inspection Work (ICW) ratings.

**10. Board to Receive Information on 2023 District Medical, Dental, & Vision Benefit Premiums –**

The GSRMA medical insurance premiums for 2023 will increase by 9.50% for both High Deductible (HDHP) and Platinum PPO plans offered to full-time employees by the District. The cost to maintain the level of medical insurance benefits through GSRMA for 2023 now exceeds the current monthly cap by \$275.00 for 1 employee who is enrolled in the Platinum PPO + Family plan, while the cost for the remaining 6 employees who are enrolled in either the Platinum PPO plan + 1 or High Deductible (HDHP) plan still remain under the current 2022 cap of \$2,896.00. The GSRMA Dental and Vision premiums will remain the same within one cent.

Staff has also obtained benefit premium estimates for 2023 through ACWA JPIA. Final premiums are expected by sometime in August. The draft ACWA medical premiums are on average 31% less than comparable GSRMA plans. If a decision is made to switch to ACWA JPIA benefits, the District will be required to join ACWA, which is separate from ACWA JPIA. ACWA is the largest statewide coalition of public water agencies in the U.S. with more than 460 public agency members. ACWA also charges an annual dues based on adjusted O&M expenses; GSRMA does not. Even with the annual ACWA dues, there will be a cost savings by switching to ACWA JPIA. If the District desires to switch, the first step is to join ACWA which will take several weeks. Concurrently, staff would also need to work with ACWA JPIA by providing information they will require such as District policies and provisions (which also may need to be amended to satisfy the new JPIA). The entire transition, which includes becoming a member of ACWA, would need to be completed by mid-September 2022 when the JPIA underwriting process is completed. Staff is seeking direction from the Board on whether or not to proceed with the application process to join ACWA and ACWA JPIA. Final ACWA premium costs will be presented at the September Board meeting.

The Board reached a consensus to allow the RD784 staff to move forward with preparing to meet all requirements.



**11. Board to Consider Final June Budget Snapshot (Ending FY 2021/2022) –**

The Board was presented with the Final June FY 2021-2022 Budget Snapshot.

**12. Board to Consider Adopting the 2022/2023 FY Budget –**

Sarbdeep Atwal moved to approve the FY 2022-2023 Budget. Jared Hastey seconded the motion. Motion Carried. **Vote: 4 Ayes (Brown, Danna, Atwal and Hastey), 0 Nays, 1 Absent (Read), and 0 Abstain.**

**13. Field Manager's Report:**

Field Manager's Report  
August 2, 2022

Maintenance and Projects Completed

Unit 1

1. Pre-Storm checks around all urban levee units.
2. Tractor mowing crowns, ramps, and flats.
3. Debris removal throughout unit.
4. Graffiti painting blocks shad pad.
5. L/S LM 1.95 flats, sucker tree trimming Riverside Avenue.

Unit 2A

1. Pre-Storm checks around all urban levee units.
2. Tractor mowing crowns, ramps, and flats.
3. PS 9 vegetation abatement.
4. L/S LM 0.06 sucker tree cutting on slope.

Unit 2B

1. Pump Station #2
  - Backup generator exercised on 7/4 and 7/18.
  - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
  - Trash rack debris removal.
  - Spray for wasps
1. Relief well logging and maintenance.
2. Tractor mowing service road adjacent to V ditch.
3. L/S LM 2.20 Hanford block delivery and staging.

Unit 3A

1. PS #6
  - Backup generators exercised on 7/4 and 7/18.
  - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
  - Spray for wasps.

2. Set blocks L/S service road and ramp.
3. Pump 1 discharge pipe coupling retorque (T and S construction/ MHM)

#### Unit 4

1. Pre-Storm checks around all urban levee units.
2. L/S LM 3.60 tractor mowing service road.

#### Units 3B/ 5 / 6 (Horseshoe Levee)

1. Pre-Storm checks around all rural levee units and checked all waterside flap gates.
2. All flap gates W/S vegetation abatement.

#### Unit 7

1. Pre-Storm checks around all urban levee units.
2. Tractor mowing all crowns throughout unit.
3. L/S debris removal adjacent to Howard miller.
4. Debris removal throughout unit.

#### Unit 8

1. Pre-Storm checks around all urban levee units.
2. Relief well logging and maintenance.
3. Tractor mowing service road adjacent to V ditch.
4. All gate structure vegetation abatement.

#### Unit 9

1. Pump Station #3
  - The backup diesel generator was exercised on 7/4 and 7/18.
  - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
  - Spay for wasps.
2. LM 0.50 set blocks and weld pipe fence.
3. LM 0.30 reset blocks that were pulled into service road.
4. LM 0.25, 0.40 and 0.50 set blocks.
5. L/S LM 0.50, 0.70 and 0.71 set blocks.
6. Tractor mowing all crowns and W/S flats.
7. Vegetation abatement of all gate structures.
8. Tractor mowing LM 0.00- 3.50 L/S flats.
9. Tractor mowing LM 3.50- 5.70 L/S flats.
10. Relief well logging and maintenance.

#### Drainage Laterals and Detention Basins

1. Lateral 15 Bingham vegetation abatement.



2. Lateral 15 (Bingham) debris removal (10 trash bags).
3. Lateral 10 vegetation abatement.
4. PS 7 graffiti painting on building and block line.
5. Lateral 15 (N) with code enforcement illegal camper removal.
6. Star Bend fence line vegetation abatement.
7. Anderson mitigation trash pickup.
8. Lateral 16 River oaks vegetation abatement.
9. PS 7 building buffer vegetation abatement.
10. PS 5 vegetation abatement.
11. PS 7 welding pick point for vault inspection.
12. PS 7 vault inspection with Kyle Sanchez MHM.
13. River Oaks Detention Basin gate vegetation abatement.

#### Shop, Office, Fleet Vehicles, and Equipment

- Shop generator was exercised on 7/4 and 7/18.
1. Deep cleaning of the Shop, office, and equipment to further prevent any potential exposure to COVID-19.
  2. Shop/ office and yard vegetation abatement.
  3. Case backhoe service David Nakao.
  4. Field welding repair for Flex 15 mower guard.

#### Safety / Training

1. Administered weekly safety meetings and misc. SDS sheet reviews.
2. COVID Protection Plan training.

#### Miscellaneous

1. Regularly checked and looked for damages or issues around the district including all RD784 Pump Stations, Levee Units, Olivehurst Pump Station, and Yuba College Flood Fight Coalition supplies storage site.
2. PS 10 Conex alarm installation with Sonitrol.
3. MJB Billy goat tire replacement.

#### *14. Administrative Assistant's Report:*

### **Administrative Assistant Monthly Report August 2, 2022**

#### Accounting:

1. Budget Update
2. Reconciliations
3. AP Reports and Check Processing for Vendors & Clients
4. Payroll Calculations and Submittal and JOB Costing
5. Checks, Warrants and Deposits

6. Green Sheet Reconciliations with Angela @ County – Ongoing
7. Board Packets – Monthly Board Meeting – Assembling and Attendance
8. 2021-2022 Reconciliations & Delinquent Assessment Payments– With Megan Jonsson.
9. Reimbursement Program for Developers and TRLIA - Tracking and Meetings
10. Audit Preparation – 2020-2021 – Finalizing Financials and Audit.
11. QuickBooks Assessment Tracking Transition - Ongoing

### **Clerical/Office:**

1. Impact Fees & Plan Check Fees
  - A. 1121 Vine Avenue – Manjit Dulai
  - B. 5570 S. Gledhill – Manjit Dulai
  - C. JAS Land Fund 2 - Wheeler Ranch Phase II
  - D. Lennar Homes – Rio Del Oro Villages 17-20
  - E. 1136 Grand Avenue – Tabish Anwar
  - F. River Oaks Apartments – Pac West Communities
2. Permit Clearance Request Sign Offs
  - A. Lennar – River Oaks North Village 1 and 2
  - B. Richmond Homes - Thoroughbred Acres Phase 1, River Oaks South 1
  - C. KB Homes – Cobblestone Phase 4 and 6

### **Human Resources:**

1. GSRMA and ACWA Rate Comparisons – Medical Dental and Vision
2. Implemented Raises for qualified personnel.

### **Contract Management:**

1. 2021-2022 FMAP Grant
2. 2022-2023 FMAP Grant
3. YWA District Boundary Grant – Submitted 2nd Invoice – On-Going
4. YWA/DWR IRWMP Grant Preparation – Submitting 2<sup>nd</sup> Invoice
5. TRLIA Goldfields – Maintenance Billing - On-going
6. Olivehurst Pump Station – Maintenance Billing – On-going

### **Regulatory Compliance:**

1. Managing PWC 100 projects
2. Conflict of Interest Code Reporting – Preparation
3. LWA – Direct Bill Online Accounting for Assessments – Attended Second Meeting
4. Budget Submittal to Yuba County Auditor’s Office
5. Streamline Website Updating – Researching to Continue ADA Compliance New Updates

### **Contacts:**

Angela Yanez @ Yuba County – YCDS, Mark Fowler @ Atteberry Searle, Caroline @ Paychex, Jesse Barton @ Gallery & Barton, Sean Minard @ MHM, Jolie Turk @ YC Treasurer, Jason Little @ DWR, Brian Edinger @ GSRMA, Patrick Soper @ LWA, Eric & Jacob @ Alliant Networking, Jennifer Jensen @ Auditor’s, Kyle Close – Permit Runner, Russ Powell @ EPS, and Megan Jonsson @ LWA.



## 15. General Manager's Report:

### General Manager's Report August 2, 2022

#### Administration:

1. Meetings: 07/05 RD784 and TRLIA Board Meetings, 07/06 staff meeting, 07/06 ACWA JPIA Health Insurance Overview, 07/07 budget meeting with Kim, 07/20 Field Worker staff meeting – explained new worker classifications, 07/22 Unit 4 Slip Out Repair pre-bid site meeting, Misc. Project Follow-Ups with MHM, Weekly Staff meetings, and Rotary.
2. Approved employee time off requests and task scheduling.
3. Staff performance evaluations completed - 6 month (Jan. – Jul).
4. Plan Reviews/Impact Fee Program:
  - A. County Application Routing – Early Consultation review for Case #TPM2022-0008 for 9.04-acre parcel subdivide project near Algodon Rd. for future development purposes (Pac-West Communities).
  - B. Duplex at 1136 Grand Avenue
  - C. Duplexes at 1121 Vine Ave.
  - D. Custom Residence at 5570 South Gledhill Ave.
  - E. 1120 Murphy Rd. RV & Boat Storage

#### Projects:

1. 2022-23 DWR Flood Maintenance Assistance Grant Application Package. (Received by DWR)
2. Worked with Kim Ford on the FY 2022-23 budget.
3. Minor leaking pipe flange at Pump Station #6 discharge pipe. UPDATE: Repair completed on 7/20/2020.
4. Pump Station 5, 7, & 9 Instrumentation Improvements – Designs 100% complete, fabrications continue.
5. Sonitrol currently implementing 5G network to pump stations with night hawk motion sensor cameras.

#### Regulatory Compliance:

1. Monthly pesticide spray use report submitted on-line to the County.
2. Weekly Safety Meetings.

#### Announcements:

1. The USACE is scheduled to perform a Routine Inspection on the RD784 Best Slough Dry Creek levee system (Rural Horseshoe Levee) in August 2022.
2. On July 9, 2022 Pride Security, the Yuba County Sheriff's Department, and the CHP collaborated on citing an individual for Trespassing and for DUI while operating a side-by-side ATV on the levee near Island Ave. (Report No. 22-2439)
3. The next Board meeting will be a Special Meeting on *Wednesday, September 7, 2022* after the Labor Day holiday weekend.

## 16. Meeting Adjourned:

The meeting was adjourned at 11:24am

*The complete Board Agenda Meeting Material is available at the Reclamation District 784 Office, located at 1594 Broadway, Arboga, CA 95961. Any disclosable public record related to an open session item on the agenda and has been distributed to all or a majority of the Board Members less than 72 hours prior to the meeting and is available for public inspection during normal business hours.*

*If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Office Manager of the Reclamation District 784 at (530) 742-0520 or fax (530) 742-3021. All requests should be made at least 24 hours prior to the start of the meeting. This is in compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof.*

Rick Brown, President

Kimberly Ford, Deputy Board Secretary