

**BOARD OF DIRECTORS  
SAN BENITO COUNTY WATER DISTRICT  
Agenda For  
November 29, 2023  
Regular Meeting – 5:00 p.m.  
30 Mansfield Road – Hollister, California 95023**

**Assistance for those with disabilities:**

If you have a disability and need accommodation to participate in the meeting, please call Barbara Mauro, Board Clerk, at (831) 637-8218, 48 hours prior to meeting for assistance so the necessary arrangements can be made.

Effective at the April 27, 2022, The Board of Directors is now allowing the public to attend in person at all meetings of the San Benito County Water District Board. We will also continue to offer the meeting via Zoom as well. Regarding virtual participation, members of the public are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Board President.

**ZOOM LINK**

<https://us06web.zoom.us/j/84493873248?pwd=1z3rZ3loJyvrWMJ6kB8bvefxxwanh1.1>

**Meeting ID**

844 9387 3248

**Passcode:**

762694

**Dial Only:**

Dial by your location

- +1 669 444 9171 US
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)

If you plan to participate in the meeting and need assistance, please call  
Barbara Mauro, Board Clerk, at (831) 637-8218, 48 hours prior to meeting.

**CALL TO ORDER**

- a. Pledge of Allegiance to the Flag
- b. Roll Call
- c. Speakers will be limited to 5 minutes to address the Board; rebuttal will be limited to 3 minutes; no new business agenda items will be heard after 8:00 p.m.
- d. Approval of Agenda
- e. Public Input: Members of the Public are Invited to Speak on any Matter not on the Agenda

### **CONSENT AGENDA:**

*(Consent items shall be considered as a whole and without discussion unless a particular item is removed from the consent agenda. Board member may discuss individual items or seek information from staff or legal counsel without removing the item from the Consent Agenda. A member of the public should seek recognition by the President if comment is desired. Approval of consent items shall be made by one motion.)*

1. Approval of Minutes for:                      October 25, 2023                      Regular Meeting  
   November 16, 2023                      Special Meeting
2. Allowance of Claims
3. Acknowledgement of Paid Claims prior to the November Board Meeting
4. On Call Contracts – Status Updates

### **REGULAR AGENDA**

5. Consider Resolution for the District Personnel Rules and Regulations Update and Policy Against Substance Abuse in Workplace Safety Sensitive Positions
6. Consider Support and Application for USBR CVP Reserved Works Funding from the Aging Infrastructure Account
7. Consider Increasing the Authorized Amount to Purchase a Dump Truck by \$12,236.93 for a total amount of \$182,862.28
8. Discuss and Consider Authorizing the General Manager to sign San Luis & Delta-Mendota Water Authority Exchange Contractors 2024-2025 Transfer Program Activity Agreement
9. Discuss and Consider Approval of Resolution Authorizing the Submittal of a Grant Application to the United States Bureau of Reclamation (USBR) for WaterSMART Small Scale Water Efficiency Projects (Funding Opportunity No. R24AS00059)
10. Consider setting the September, November and December Board Meeting dates for 2024
11. Mid Pacific Water Users Conference, January 24<sup>th</sup> through 26<sup>th</sup>, 2024 in Reno, Nevada
  - a. Consider General Manager or Designee and Director Attendance
12. Hear Oral Summary of Recommendation for Final Action on Salary and Compensation for Local Agency Executive (Manager of Administration, Finance and Business Services) Pursuant to Government Code Section 54953, Subsection c, 3
13. Consider Approval of Resolution for Executive Compensation

14. Consider Approval of Employment Contract for Manager of Administration, Finance and Business Services and Authorize General Manager to Sign
15. Committee/Agency Representative Reports:
  - a. San Luis and Delta-Mendota Water Authority (Tonascia/Wittry)
  - b. Pajaro River Watershed Flood Prevention Authority (Flores/Shelton)
  - c. Administration Committee (Flores/Shelton)
  - d. Personnel Committee (Flores/Tonascia)
  - e. Zone 3 Water Supply & Operations Committee (Tonascia/Williams)
  - f. Zone 6 Water Supply & Operations Committee (Tonascia/Williams)
16. Monthly Operations and Maintenance Report
17. General Manager's Report:
  - a) General Comments
  - b) Reach 1 Operations
  - c) Zone 3 Operations
  - d) Zone 6 Operations
  - e) Accelerated Drought Response Project (ADRoP)
  - f) San Luis and Delta-Mendota Water Authority Activities
  - g) Pacheco Reservoir Expansion Project
  - h) City of San Juan Bautista Water Supply Plan
18. Adjournment

Adjournment - Unless there is a special meeting prior to that time, the next regular meeting of the Board will be Wednesday, December 20, 2023. Meetings are held at the District office, 30 Mansfield Road, Hollister, California. **LAST DAY TO FILE CLAIMS** against the District is the second Friday of each month, except in November and December. Usually meeting dates change in those months because of holidays. The Board may hold a closed session to discuss personnel matters, litigation or employee negotiations as authorized by the Ralph M. Brown Act, Evidence Code #950-962 or other appropriate State law.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 30 Mansfield Road, Hollister, California.

October 25, 2023  
Regular Meeting  
5:00 p.m.

The Board of Directors of the San Benito County Water District convened in regular session on Wednesday, October 25, 2023 at 5:00 p.m. at the San Benito County Water District office at 30 Mansfield Road, Hollister, California. Members present were: President Sonny Flores, Vice President Andrew Shelton and Directors Joe Tonascia, Doug Williams and Mark Wright. Also present were General Manager Steve Wittry, District Counsel Jeremy T. Liem, Manager of Administration, Finance and Business Services Joyce Machado, Deputy District Engineer Rob Hillebrecht, Senior Engineer David Macdonald, Operations and Maintenance Manager Michael Craig, Water Conservation Program Manager Shawn Novack and Executive Assistant/Board Clerk Barbara Mauro.

### **CALL TO ORDER**

President Flores called the meeting to order at 5:00 p.m.

**a. Pledge of Allegiance to the Flag**

President Flores led the Pledge of Allegiance.

**b. Roll Call**

Mrs. Mauro called roll; members present were: President Flores, Vice President Shelton and Directors Tonascia, Williams and Wright.

**c. Speakers will be limited to 5 minutes to address the Board; rebuttal will be limited to 3 minutes; no new business agenda items will be heard after 8:00 p.m.**

**d. Approval of Agenda**

With a motion by Director Tonascia and a second by Vice President Shelton, the Agenda was approved by 5 affirmative votes, Flores, Shelton, Tonascia, Williams and Wright.

**e. Public Input: Members of the Public are Invited to Speak on any Matter not on the Agenda**

There were no public comments.

### **CONSENT AGENDA:**

- |    |                                 |                           |                        |
|----|---------------------------------|---------------------------|------------------------|
| 1. | <b>Approval of Minutes for:</b> | <b>September 20, 2023</b> | <b>Regular Meeting</b> |
|    |                                 | <b>October 4, 2023</b>    | <b>Special Meeting</b> |

**2. Allowance of Claims**

**3. Acknowledgement of Paid Claims prior to the October Board Meeting**

**4. Acceptance of Quarterly Investment Report, September 30, 2023**

**5. On Call Contracts – Status Updates**

With a motion by Director Williams and a second by Director Wright, the Consent Agenda was approved by 5 affirmative votes, Flores, Shelton, Tonascia, Williams and Wright.



## **REGULAR AGENDA**

### **6. Discuss and Consider Approval of San Benito Urban Areas Water Supply and Treatment Master Plan Update**

Mr. Wittry stated the Board received the draft Master Plan approximately 1 year ago and has now come before the Board with some edits due to grant opportunities that the District has taken advantage of for some of the projects in the plan.

Holly Kennedy, of HDR, gave a presentation via Zoom on the Master Plan. Ms. Kennedy stated this is the same presentation given to the Governance Committee recently and is very similar to the one she gave the Board a year ago. Ms. Kennedy reviewed the background of when the Master Plan began in 2004 to the present and that it is time for an update. The objectives of the Master Plan are water quality with focus on the hardness in the water, as well as reliability of water with the continued growth in the county. Ms. Kennedy stated the importance of the coordination of regional solutions. She further reviewed the water quality goals and the water demand forecast. The agencies involved determined an update approximately every 5 years would be needed to keep all of the goals and demands up to date. Ms. Kennedy reviewed the approach used for water supply evaluations which led into which projects would be taken forward in the capital improvement projects in the plan. Because of the grant opportunities that arose from the California Department of Water Resources (DWR) and the United States Bureau of Reclamation, the Master Plan update was paused so the projects could be configured for the parameters set by these grants. Ms. Kennedy reviewed the grant funding the District has been awarded to date as well as the grants that have been applied for. The next steps, following approval of the updated plan, would be to continue updating it every 5-7 years.

Mr. Wittry added, the capacity fee the District is considering, needs the Master Plan documents in place first.

Director Wright asked when the B.F. Sisk Dam project is scheduled to be completed. Mr. Wittry stated the estimated completion date is 2031 at the earliest.

Director Tonascia asked about the ADRoP project. Mr. Wittry stated the first phase would be near the High School and the second phase would be in North County. The first step would be the Borehole Project which we have awarded. Director Tonascia asked if Mr. Wittry could have Todd Groundwater give a presentation to the Board regarding the water and how it would remain in the basin. Mr. Wittry stated, yes, at the November or December meeting.

Director Wright asked, regarding the ASR (Aquifer Storage and Recovery), is that treated water. Mr. Wittry stated yes, the water is treated before it is injected. Ms. Kennedy added, due to ADRoP grant timing limitations, a new treatment plant couldn't be built in time, so expanding the West Hills plant was the best option.

Discussion ensued about the change from the Fallon Road location to the location near the High School and why that change was done.

Mr. Wittry added at the recent Governance Committee Meeting, board members from Sunnyslope County Water District expressed concern that they were unaware of the direction the Master Plan was taking and felt they were out of the loop. Mr. Wittry stated

the management group of the Governance Committee, which includes a representative from each agency, including Sunnyslope, discussed the Master Plan update in detail at least six weeks prior to the Governance Meeting and it was presumed that this information was relayed back to each agencies council/board. Mr. Wittry explained at the Governance meeting that for this Master Plan update effort, San Benito County Water District's Board received input from the other agencies, but it is wholly financially responsible for Master Plan work and as such has final approval. President Flores added, the Sunnyslope County Water District Board Member was upset because they felt they weren't informed. Mr. Wittry further added, he met with Mr. Lander, General Manager of Sunnyslope, this morning and is working through communication matters.

With a motion by Director Williams and a second by Vice President Shelton, the Board of Directors approved the San Benito Urban Areas Water Supply and Treatment Master Plan Update by 5 affirmative votes, Flores, Shelton, Tonascia, Williams and Wright.

7. **Discuss and Consider Entering into a San Luis & Delta-Mendota Water Authority Activity Agreement for North to South Water Transfers and Authorize the General Manager to Execute such Agreement**

Mr. Wittry stated this would be the second term for this agreement, as the original agreement was from 2012 and was for ten years. The Activity Agreement was extended, so that it would match the environmental documents. The only change, per Mr. Wittry, is during extreme drought conditions, the notification protocols have been modified.

With a motion by Director Tonascia and a second by Director Williams, the Board of Directors approved Entering into a San Luis & Delta-Mendota Water Authority Activity Agreement for North to South Water Transfers and Authorized the General Manager to Execute such Agreement by 5 affirmative votes, Flores, Shelton, Tonascia, Williams and Wright.

8. **Authorize the Purchase of a Dump Truck from Pape/Kenworth in the Amount of \$170,625.35**

Mr. Wittry stated the District needs to replace its 1999 Sterling dump truck due to the requirements by CARB (California Air Resources Board). Mr. Wittry reviewed the possible exceptions to these requirements and the possible options which are: renting, leasing, sharing, buying a used or buying a new vehicle. Staff did utilize Sourcewell, which obtains bids for public agencies and that is how the District has the two bids presented in the packet. The amount for the new vehicle, per Mr. Wittry, is above the amount budgeted.

Director Tonascia asked what the mileage is on the current vehicle. Mr. Craig stated it is approximately 60,000. Director Tonascia asked if the District intends to sell it and Mr. Wittry stated yes, through auction on GOV.DEALS. Vice President Shelton asked what staff thought it would be worth. Mr. Craig estimated \$8,000 to \$13,000, as the same model was available in Iowa at that price. Discussion ensued about an excise tax and a member of the audience recommended the District buy it now before the cost increases.

With a motion by Vice President Shelton and a second by Director Williams, the Board of Directors approved the purchase of a Dump Truck from Pape/Kenworth in the Amount of \$170,625.35 by 5 affirmative votes, Flores, Shelton, Tonascia, Williams and Wright.

9. **Discuss and Consider Approval of a Resolution Authorizing the Submittal of a Grant Application to the United States Bureau of Reclamation (USBR) for the Accelerated Drought Response Project (ADRoP)**

Mr. Wittry stated Ms. Kennedy mentioned this grant opportunity in her presentation. A resolution is not required but it is good to include in the grant application package. Mr. Wittry stated staff has had two meetings with the Bureau regarding this project and they went well. The resolution authorizes entering into an agreement and this is a 75% matching grant.

With a motion by Director Tonascia and a second by Director Wright, the Board of Directors approved Resolution #2023-22, *A Resolution of the Board of Directors of the San Benito County Water District Authorizing the Submittal of a Grant Application to the United States Bureau of Reclamation (USBR) for the Accelerated Drought Response Project (ADRoP)* by 5 affirmative votes, Flores, Shelton, Tonascia, Williams and Wright.

10. **Committee/Agency Representative Reports:**

a. **San Luis and Delta-Mendota Water Authority (Tonascia/Wittry)**

As per Director Tonascia, he attended the B F Sisk Dam signing ceremony last Friday; he will ask Mr. Wittry to report any additional information under his manager's report.

b. **Pajaro River Watershed Flood Prevention Authority (Flores/Shelton)**

As per Director Flores, he was unable to attend the meeting.

c. **Water Resources Association (Flores/Shelton)**

As per Director Flores, general business was discussed. Mr. Novack further reported water objectives were discussed by member agencies as well as indoor and outdoor water use goals.

d. **Urban Area Water and Wastewater Master Plan Governance Committee (Flores/Shelton)**

As per Directors Flores and Shelton, this has already been covered.

e. **Administration Committee (Flores/Shelton)**

As per Directors Flores and Shelton, this has already been covered.

f. **Investment Committee (Flores/Williams)**

As per Director Williams, the committee met yesterday. There are two treasury notes coming to maturity on October 31, 2023. The committee discussed whether to reinvest the funds back in UnionBanc or in L.A.I.F. for six to eighteen months. Mr. Wittry added the discussion was to identify how to reinvest as notes mature. Director Flores reported the committee recommended the General Manager roll over the funds into a six-to-eighteen-month bond with an approximate return of 5%.

**g. Personnel Committee (Flores/Tonascia)**

As per Directors Flores and Tonascia, they reviewed the update to the District's Personnel Policy, which will likely come to the Board for approval in November. Mr. Wittry added staff had a meet/confer with the union today on the policy.

**h. Zone 3 Water Supply & Operations Committee (Tonascia/Williams)**

As per Directors Tonascia and Williams, this will be covered during the manager's report.

**i. Zone 6 Water Supply & Operations Committee (Tonascia/Williams)**

As per Directors Tonascia and Williams, this has already been covered.

**11. Monthly Operations and Maintenance Report**

Mr. Craig stated the painting project has begun. Also, the Spillway at Hernandez Reservoir is in need of a lot of patching. He is estimating about 5 days of work for his staff to complete it. He anticipates a system shutdown for part of the painting project as some repairs will be needed. In November, Mr. Craig reported his staff will continue work on the spillway and also on the Paicines Canal.

Director Wright asked how many more spill days are needed to empty Hernandez so the maintenance staff can do their work. Mr. Wittry estimates sometime in mid- November. He added staff will prioritize what valves need replacing and work that into the budget. O & M will meet with Finance regarding the budget.

Director Tonascia asked, if it will be about sixteen days for Hernandez to empty, how long after that can your staff get in there to do the repair? Mr. Craig stated the road can be built shortly after it stops running but he can't really give an exact time.

Director Wright asked about a more modern way to track the water in the system. Better technology, maybe? Mr. Craig stated our meters are very specialized and come from either Porterville or Fresno. Mr. Wittry added he and Mr. Craig are looking into new technology. Director Wright asked maybe there would be a good place to start with another type of valve? Mr. Craig replied staff has discussed starting with the recycled water project as it is a localized area and would be a good place to test.

**12. General Manager's Report:**

**a) General Comments**

Mr. Wittry thanked Mrs. Machado for her time with the District; she will certainly be missed, and we wish her well. Mrs. Machado thanked everyone and added she will miss working with staff.

Mr. Wittry reported staff is down to the final four candidates for the Office Specialist I position. Also, regarding the Accounting I/II position, the application deadline is this Friday. Mr. Wittry anticipates having someone hired in accounting by the first of the year. Regarding the electrician, staff is working on refining the job duties.

Mr. Wittry reported the District has received the full payment for the accident at the West Hills treatment plant, in the amount of \$246,000.

Regarding the IRWM Grant for the Borehole Project, Mr. Wittry reported he has signed the grant amendment to extend the completion timeline.

**b) Reach 1 Operations**

Mr. Wittry reported Santa Clara Valley Water District still intends to shutdown Bifurcation but it will have little impact to the District.

**c) Zone 3 Operations**

Mr. Wittry reported staff is still moving about 20 acre-feet of water through the Paicines Canal and there is about 2000 acre feet in the Paicines Reservoir, with some seepage. As reported by Mr. Craig, Hernandez Reservoir continues to go down.

**d) Zone 6 Operations**

Mr. Wittry reported District staff is working on our valve system and meters.

**e) Accelerated Drought Response Project (ADRoP)**

Mr. Wittry stated this was covered earlier.

**f) San Luis and Delta-Mendota Water Authority Activities**

Mr. Wittry reported the Authority is working on a grant for a pilot project to put solar in the canals.

**g) Pacheco Reservoir Expansion Project**

Mr. Wittry stated he had nothing at this time.

**h) City of San Juan Bautista Water Supply Plan**

Mr. Wittry reported staff had a meeting today with the City of San Juan Bautista. They are more focused on the water project now the sewer agreement with the City of Hollister has been completed. The amendment to the Water Supply and Treatment Agreement will have to be reviewed as the blend will have to be the same for everyone.

**13. Adjournment**

With no further business to discuss, the meeting was adjourned at 6:38 p.m.

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Sonny Flores, President

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Barbara L. Mauro, Executive Assistant/Board Clerk

November 16, 2023  
Special Meeting  
4:03 p.m.

The Board of Directors of the San Benito County Water District convened in special session on Thursday, November 16, 2023 at 4:03 p.m. at the San Benito County Water District office at 30 Mansfield Road, Hollister, California. Members present were: President Sonny Flores, Vice President Andrew Shelton and Directors Joe Tonascia and Doug Williams. Director Mark Wright was absent. Also present were General Manager Steve Wittry, District Counsel Jeremy T. Liem, Water Conservation Program Manager Shawn Novack, and Executive Assistant/Board Clerk Barbara Mauro.

### **CALL TO ORDER**

President Flores called the meeting to order at 4:03 p.m.

- a. **Pledge of Allegiance to the Flag**  
President Flores the Pledge of Allegiance.
- b. **Roll Call**  
Mrs. Mauro called roll; members present were: President Flores, Vice President Shelton and Directors Tonascia and Williams; Director Wright was absent.
- c. **Speakers will be limited to 5 minutes to address the Board**  
There were no public comments.

### **AGENDA ITEMS:**

#### **1. OPEN SESSION**

#### **2. CLOSED SESSION:**

**Conference with Labor Negotiator**

**Pursuant to Government Code Section 54957.6**

**Agency Designated Representative: District Manager**

**Unrepresented Employee: Manager of Administration, Finance and Business Services**

**Pursuant to § 54957 (Public Employee Appointment)**

**Title: Manager Administration, Finance, Business Services**

*The Board convened in Closed Session at 4:04 p.m.*

#### **3. OPEN SESSION:**

*The Board reconvened in Open Session at 4:50 p.m.*

##### **1. Report any action, if any, taken in Closed Session Item**

President Flores stated there was no action to report from Closed Session.

2. **Hear Oral Summary of Recommendation for a Final Action on Salary and Compensation for Local Agency Executive (Manager of Administration, Finance and Business Services) Pursuant to Government Code Section 54953, Subsection c, 3**
3. **Consider Approval of Resolution 2023 for Executive Compensation**
4. **Consider Approval of Employment Contract for Manager of Administration, Finance and Business Services and Authorize Board President to Sign**

### **ADJOURNMENT**

With no further business to discuss, the meeting was adjourned at 4:51 p.m.

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Sonny Flores, President

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Barbara L. Mauro, Executive Assistant/Board Clerk

Batch ID: CK112923  
Batch Comment:

Audit Trail Code: PMCHK00000998  
Posting Date: 11/29/2023

Checkbook: UB-CKG  
\* Voided Checks

Check #	Date	Payment Number	Vendor ID	Check Name	Amount
0057991	11/29/2023	031698	A1JAN	A-1 Services	\$524.00
0057992	11/29/2023	031699	ALLIA	Alliance Resource Consulting	\$7,000.00
0057993	11/29/2023	031700	AROMA	Aromas/San Juan USD	\$148.86
0057994	11/29/2023	031701	BEFOR	Before the Movie Inc	\$438.00
0057995	11/29/2023	031702	BRIGA	Brigantino Irrigation	\$1,223.10
0057996	11/29/2023	031703	CCOIG	C.C.O.I. Gate & Fence	\$315.00
0057997	11/29/2023	031704	CINTA	Cintas Corporation	\$514.92
0057998	11/29/2023	031705	CMANA	CM Analytical Inc	\$960.00
0057999	11/29/2023	031706	CSISE	CSI Services Inc	\$528.00
0058000	11/29/2023	031707	DATAF	Dataflow Business Systems Inc	\$1,277.28
0058001	11/29/2023	031708	DONCH	Don Chapin Company Inc	\$339.94
0058002	11/29/2023	031709	EBCO	EBCO Pest Control	\$126.00
0058003	11/29/2023	031710	EDGES	Edges Electrical Group	\$187.75
0058004	11/29/2023	031711	ELCCO	ELC Consulting	\$8,851.88
0058005	11/29/2023	031712	FASTE	Fastenal Company	\$627.66
0058006	11/29/2023	031713	FORDE	Ford Equipment Repair Co.	\$400.00
0058007	11/29/2023	031714	FRESN	Fresno Valves & Castings Inc.	\$5,305.15
0058008	11/29/2023	031715	GOLDC	Gold Coast Electric Services Inc	\$2,400.00
0058009	11/29/2023	031716	GRAIN	GRAINGER	\$967.40
0058010	11/29/2023	031717	GROSS	Grossmayer & Associates	\$290.00
0058011	11/29/2023	031718	GUTIE	Gutierrez Consultants	\$6,675.00
0058012	11/29/2023	031719	HAUTO	Hollister Auto Parts Inc	\$113.56
0058013	11/29/2023	031720	HDRENG	HDR Engineering Inc	\$199,387.65
0058014	11/29/2023	031721	HOLSC	Hollister School District	\$268.15
0058015	11/29/2023	031722	ICONI	ICONIX Waterworks Inc	\$14,492.17
0058016	11/29/2023	031723	JOHNS	Johnson Lumber Company	\$654.34
0058017	11/29/2023	031724	LANDS	Landscape Design by Rosemary Bridwell C	\$400.00
0058018	11/29/2023	031725	LIEBE	Liebert Cassidy Whitmore	\$2,372.50
0058019	11/29/2023	031726	MCKIN	McKinnon Lumber Inc	\$63.86
0058020	11/29/2023	031727	MISSIO	Mission Village Voice Media LLC	\$280.00
0058021	11/29/2023	031728	NEWSV	New SV Media Inc	\$1,051.00
0058022	11/29/2023	031729	NEXGE	NEXGEN Asset Management	\$24,150.00
0058023	11/29/2023	031730	PALAC	Palace Business Solutions	\$573.71
0058024	11/29/2023	031731	PIPAL	Pipal Spurzem & Liem LLP	\$1,880.00
0058025	11/29/2023	031732	REMOT	Remote Satellite Systems International, Inc	\$2,871.27
0058026	11/29/2023	031733	RESER	Reserve Account	\$1,000.00
0058027	11/29/2023	031734	RJRRE	RJR Environmental Inc.	\$1,136.47
0058028	11/29/2023	031735	ROSSI	Rossi's Tire & Auto Service	\$1,428.68
0058029	11/29/2023	031736	SBCMO	San Benito Cnty Mosq Abatement Prgm	\$100.98
0058030	11/29/2023	031737	SBENG	San Benito Engineering	\$13,637.00
0058031	11/29/2023	031738	SCVWD	Santa Clara Valley Water Dist	\$85,465.21
0058032	11/29/2023	031739	SHRED	Shred-it	\$186.35
0058033	11/29/2023	031740	SPEEDEE	SpeeDee Oil Change and Tune Up	\$176.06
0058034	11/29/2023	031741	SSCWD-TP	Sunnyslope County Water District	\$358,536.73
0058035	11/29/2023	031742	TBCCO	TBC Communications & Media	\$950.00
0058036	11/29/2023	031743	TECHN	TechnoFlo Systems	\$7,550.09
0058037	11/29/2023	031744	TODDE	Todd Groundwater	\$22,389.50



\* Voided Checks

Check #	Date	Payment Number	Vendor ID	Check Name	Amount
0058038	11/29/2023	031745	TOROP	Toro Petroleum Corporation	\$4,140.79
0058039	11/29/2023	031746	UNIFI	Unified Field Services Corporation	\$44,529.35
0058040	11/29/2023	031747	USABL	USA BlueBook	\$1,867.91
0058041	11/29/2023	031748	USBNK-CC	US Bank Corporation	\$6,564.08
0058042	11/29/2023	031749	WIENH	Wienhoff & Associates Inc.	\$255.00
0058043	11/29/2023	031750	WRIIN	Wright Bros Industrial Supply	\$258.14
0058044	11/29/2023	031751	ZEIAL	Alan Zeisbrich	\$2,825.00
Total Checks: 54					Checks Total: \$840,655.49
=====					

\* Voided Checks

Check #	Date	Payment Number	Vendor ID	Check Name	Amount
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STATE OF CALIFORNIA  
COUNTY OF SAN BENITO

I DO HEREBY CERTIFY, UNDER THE PENALTY OF PERJURY AT HOLLISTER, CALIFORNIA  
THIS 29TH DAY OF NOVEMBER 2023 THAT THE FOREGOING DEMANDS ENUMERATED HAVE  
BEEN AUDITED; THAT THE SAME ARE ACCURATE AND JUST CLAIMS AGAINST THE DISTRICT;  
AND THAT THERE ARE FUNDS AVAILABLE FOR PAYMENT.

*Cindy Paine*

Prepared by: ~~Manager of Admin and Finance~~  
*Supervising Accountant*

Submitted by: General Manager

APPROVED BY BOARD OF DIRECTORS ON: \_\_\_\_\_

Date

\_\_\_\_\_  
President

*Payment Fund Responsibility*

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Payment#	Date	Check Total	Vendor ID	Vendor Name
031698	11/21/2023	\$524.00	A1JAN	A-1 Services
Voucher:	049046	Invoice: 4855	Date: 11/1/2023	Janitorial Services
				Doc Amt: \$524.00
	Allocations:	\$30.60	100-6275-0000-563-06	CS-Maint 10/5/85
	Allocations:	\$15.30	300-6275-0000-563-06	CS-Maint 10/5/85
	Allocations:	\$260.10	600-6275-0000-563-06	CS-Maint 10/5/85
	Allocations:	\$21.80	100-6275-0000-563-06	CS-Maint 10/5/85
	Allocations:	\$10.90	300-6275-0000-563-06	CS-Maint 10/5/85
	Allocations:	\$185.30	600-6275-0000-563-06	CS-Maint 10/5/85

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$52.40      Fund 300: \$26.20      Fund 600: \$445.40  
Fund 700: \$0.00      Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031699	11/21/2023	\$7,000.00	ALLIA	Alliance Resource Consulting
Voucher:	049075	Invoice: SBCWD-04-04	Date: 11/6/2023	Recruiting Service
				Doc Amt: \$7,000.00
	Allocations:	\$350.00	300-6240-0000-563-06	CS-Consulting GA 10/5/85
	Allocations:	\$5,950.00	600-6240-0000-563-06	CS-Consulting GA 10/5/85
	Allocations:	\$700.00	100-6240-0000-563-06	CS-Consulting GA 10/5/85

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$700.00      Fund 300: \$350.00      Fund 600: \$5,950.00  
Fund 700: \$0.00      Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031700	11/21/2023	\$148.86	AROMA	Aromas/San Juan USD
Voucher:	048983	Invoice: 110223	Date: 11/2/2023	WRA Field Trip Transportation
				Doc Amt: \$148.86
	Allocations:	\$148.86	803-6865-0000-562	Advertising/Public Info (EDU)

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$0.00      Fund 600: \$0.00  
Fund 700: \$0.00      Fund 803:\$148.86

Payment#	Date	Check Total	Vendor ID	Vendor Name
031701	11/21/2023	\$438.00	BEFOR	Before the Movie Inc
Voucher:	049047	Invoice: 41855	Date: 11/1/2023	On-Screen Ad
				Doc Amt: \$438.00
	Allocations:	\$438.00	803-6865-0000-562	Advertising/Public Info (PI)

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$0.00      Fund 600: \$0.00  
Fund 700: \$0.00      Fund 803:\$438.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031702	11/21/2023	\$1,223.10	BRIGA	Brigantino Irrigation

Voucher:	048984	Invoice:	220000053540	Date:	10/19/2023 Maintenance Supplies	Doc Amt:	\$52.53
		Allocations:	\$52.53	600-6321-0000-542	Supplies-Structure Equip TDM		
Voucher:	048985	Invoice:	220000053580	Date:	10/19/2023 Maintenance Supplies	Doc Amt:	\$188.83
		Allocations:	\$188.83	600-6321-0000-542	Supplies-Structure Equip TDM		
Voucher:	048986	Invoice:	220000053500	Date:	10/19/2023 Maintenance Supplies	Doc Amt:	\$285.15
		Allocations:	\$285.15	600-6321-0000-542	Supplies-Structure Equip TDM		
Voucher:	048987	Invoice:	220000053106	Date:	10/17/2023 Maintenance Supplies	Doc Amt:	\$208.10
		Allocations:	\$208.10	600-6320-0000-542	Supplies-TM		
Voucher:	049048	Invoice:	220000054825	Date:	11/2/2023 Maintenance Supplies	Doc Amt:	\$246.26
		Allocations:	\$246.26	600-6320-0000-542	Supplies-TM		
Voucher:	049049	Invoice:	220000054838	Date:	11/2/2023 Maintenance Supplies	Doc Amt:	\$29.83
		Allocations:	\$29.83	600-6320-0000-542	Supplies-TM		
Voucher:	049050	Invoice:	220000054280	Date:	10/27/2023 Maintenance Supplies	Doc Amt:	\$212.40
		Allocations:	\$212.40	600-6320-0000-542	Supplies-TM		

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$1,223.10
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031703	11/21/2023	\$315.00	CCOIG	C.C.O.I. Gate & Fence

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Voucher:	049158	Invoice:	3652129300	Date:	11/10/2023 Maintenance District Gate	Doc Amt:	\$315.00
		Allocations:	\$31.50	100-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations:	\$15.75	300-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations:	\$267.75	600-6275-0000-563-06	CS-Maint 10/5/85		

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$31.50	Fund 300: \$15.75	Fund 600: \$267.75
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031704	11/21/2023	\$514.92	CINTA	Cintas Corporation

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Voucher:	049051	Invoice:	4171793731	Date:	10/24/2023 Weekly Service	Doc Amt:	\$97.18
		Allocations:	\$9.72	100-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations:	\$4.86	300-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations:	\$82.60	600-6275-0000-563-06	CS-Maint 10/5/85		
Voucher:	049052	Invoice:	4172501807	Date:	10/31/2023 Weekly Service	Doc Amt:	\$97.18
		Allocations:	\$9.72	100-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations:	\$4.86	300-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations:	\$82.60	600-6275-0000-563-06	CS-Maint 10/5/85		

Voucher:	049076	Invoice:	4173142200	Date:	11/7/2023 Weekly Service	Doc Amt:	\$121.20
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Allocations:	\$12.12	100-6275-0000-563-06	CS-Maint 10/5/85
Allocations:	\$6.06	300-6275-0000-563-06	CS-Maint 10/5/85
Allocations:	\$103.02	600-6275-0000-563-06	CS-Maint 10/5/85

Voucher:	049077	Invoice:	4173967760	Date:	11/14/2023 Weekly Service	Doc Amt:	\$121.20
		Allocations:	\$12.12	100-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations:	\$6.06	300-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations:	\$103.02	600-6275-0000-563-06	CS-Maint 10/5/85		

Voucher:	049148	Invoice:	1904432889	Date:	11/16/2023 District Uniform	Doc Amt:	\$78.16
		Allocations:	\$75.82	600-6197-0000-565-06	Personal Uniforms Field 0/3/97		
		Allocations:	\$2.34	300-6197-0000-565-06	Personal Uniforms Field 0/3/97		

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$43.68	Fund 300: \$24.18	Fund 600: \$447.06
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031705	11/21/2023	\$960.00	CMANA	CM Analytical Inc

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Voucher:	049079	Invoice:	81295	Date:	10/26/2023 Water Quality Testing	Doc Amt:	\$660.00
		Allocations:	\$240.00	600-6270-0000-541	CS-Operations-TO		
		Allocations:	\$420.00	600-6270-0604-541	CS Operations Recycled Water Project		

Voucher:	049157	Invoice:	81612	Date:	11/16/2023 Water Quality Testing	Doc Amt:	\$300.00
		Allocations:	\$300.00	600-6270-0604-541	CS Operations Recycled Water Project		

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$960.00
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031706	11/21/2023	\$528.00	CSISE	CSI Services Inc

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Voucher:	049078	Invoice:	15065	Date:	10/27/2023 Contracted Maintenance	Doc Amt:	\$528.00
		Allocations:	\$528.00	600-6275-0939-542	CS- Maintenance-Blue Valve Paint Project		

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$528.00
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031707	11/21/2023	\$1,277.28	DATAF	Dataflow Business Systems Inc

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Voucher:	049080	Invoice:	373371	Date:	11/8/2023 Copier Lease	Doc Amt:	\$527.28
		Allocations:	\$52.73	100-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations:	\$26.36	300-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations:	\$448.19	600-6275-0000-563-06	CS-Maint 10/5/85		

Voucher:	049081	Invoice:	371697	Date:	10/23/2023 Contracted Service	Doc Amt:	\$750.00
		Allocations:	\$37.50	300-6240-0000-563-06	CS-Consulting GA 10/5/85		
		Allocations:	\$637.50	600-6240-0000-563-06	CS-Consulting GA 10/5/85		

Allocations: \$75.00 100-6240-0000-563-06 CS-Consulting GA 10/5/85

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$127.73 Fund 300: \$63.86 Fund 600: \$1,085.69  
Fund 700: \$0.00 Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031708	11/21/2023	\$339.94	DONCH	Don Chapin Company Inc

Voucher: 048988 Invoice: 177967 Date: 10/13/2023 Maintenance Supplies Doc Amt: \$339.94  
Allocations: \$339.94 600-6320-0920-542 Supplies-TM - Subsystem Breaks

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$339.94  
Fund 700: \$0.00 Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031709	11/21/2023	\$126.00	EBCO	EBCO Pest Control

Voucher: 049082 Invoice: 19705 Date: 10/1/2023 Monthly Pest Control Doc Amt: \$60.00  
Allocations: \$6.00 100-6275-0000-563-06 CS-Maint 10/5/85  
Allocations: \$3.00 300-6275-0000-563-06 CS-Maint 10/5/85  
Allocations: \$51.00 600-6275-0000-563-06 CS-Maint 10/5/85

Voucher: 049088 Invoice: 20652 Date: 11/11/2023 Monthly Pest Control Doc Amt: \$66.00  
Allocations: \$6.60 100-6275-0000-563-06 CS-Maint 10/5/85  
Allocations: \$3.30 300-6275-0000-563-06 CS-Maint 10/5/85  
Allocations: \$56.10 600-6275-0000-563-06 CS-Maint 10/5/85

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$12.60 Fund 300: \$6.30 Fund 600: \$107.10  
Fund 700: \$0.00 Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031710	11/21/2023	\$187.75	EDGES	Edges Electrical Group

Voucher: 048989 Invoice: \$5987120.001 Date: 10/17/2023 Electrical Supplies Doc Amt: \$157.01  
Allocations: \$157.01 600-6320-0000-562 Supplies-GA

Voucher: 049087 Invoice: \$6009441.001 Date: 11/10/2023 Electrical Supplies Doc Amt: \$30.74  
Allocations: \$30.74 600-1395-0942-112 SP-Union Bridge Replacement

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$187.75  
Fund 700: \$0.00 Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031711	11/21/2023	\$8,851.88	ELCCO	ELC Consulting

Voucher: 049083 Invoice: 8966 Date: 11/1/2023 Monthly Service Agreement Doc Amt: \$1,480.00  
Allocations: \$790.00 600-6260-0603-531 CS Computer - West Hills WTP  
Allocations: \$690.00 600-6260-0602-531 CS Computer - Lessalt WTP

Voucher: 049084 Invoice: 8965 Date: 11/1/2023 Monthly Service Agreement Doc Amt: \$6,897.00  
 Allocations: \$659.70 100-6260-0000-563-06 CS-Computer (10/5/85)  
 Allocations: \$329.85 300-6260-0000-563-06 CS-Computer (10/5/85)  
 Allocations: \$5,607.45 600-6260-0000-563-06 CS-Computer (10/5/85)

Allocations: \$300.00 600-6260-0000-563 CS-Computer-GA

Voucher: 049085 Invoice: 8984 Date: 10/30/2023 Website Security Renewal Doc Amt: \$239.88  
 Allocations: \$239.88 803-6260-0000-563 CS - Computers

Voucher: 049086 Invoice: 8967 Date: 11/1/2023 Monthly Service Agreement Doc Amt: \$100.00  
 Allocations: \$100.00 803-6260-0000-563 CS - Computers

Voucher: 049147 Invoice: 9003 Date: 11/15/2023 Doc Amt: \$135.00  
 Allocations: \$13.50 100-6260-0000-563-06 CS-Computer (10/5/85)  
 Allocations: \$6.75 300-6260-0000-563-06 CS-Computer (10/5/85)  
 Allocations: \$114.75 600-6260-0000-563-06 CS-Computer (10/5/85)

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$673.20 Fund 300: \$336.60 Fund 600: \$7,502.20  
 Fund 700: \$0.00 Fund 803: \$339.88

Payment#	Date	Check Total	Vendor ID	Vendor Name
031712	11/21/2023	\$627.66	FASTE	Fastenal Company

Voucher: 048990 Invoice: CAHOS62299 Date: 10/3/2023 Maintenance Supplies Doc Amt: \$470.89  
 Allocations: \$470.89 600-6320-0000-562 Supplies-GA

Voucher: 048991 Invoice: CAHOS62300 Date: 10/3/2023 Maintenance Supplies Doc Amt: \$156.77  
 Allocations: \$156.77 600-6320-0000-562 Supplies-GA

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$627.66  
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031713	11/21/2023	\$400.00	FORDE	Ford Equipment Repair Co.

Voucher: 048992 Invoice: 3710 Date: 10/24/2023 Maintenance-Heavy Equipment Doc Amt: \$400.00  
 Allocations: \$400.00 600-6482-0000-562 Equipment Maintenance-Heavy

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$400.00  
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031714	11/21/2023	\$5,305.15	FRESN	Fresno Valves & Castings, Inc.

Voucher: 049089 Invoice: S0673330 Date: 11/3/2023 Maintenance Supplies Doc Amt: \$3,988.86  
 Allocations: \$3,988.86 600-6337-0916-551 Chemigation Valves-- (New)-CA

Voucher: 049160 Invoice: SO673062 Date: 9/12/2023 Maintenance Supplies Doc Amt: \$1,316.29  
 Allocations: \$1,316.29 600-6337-0916-551 Chemigation Valves-- (New)-CA

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$5,305.15  
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031715	11/21/2023	\$2,400.00	GOLDC	Gold Coast Electric Services Inc

Voucher: 049090 Invoice: 7703REV Date: 10/19/2023 Contracted Maintenance Doc Amt: \$2,400.00  
 Allocations: \$2,400.00 600-6275-0000-542 CS- Maintenance

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$2,400.00  
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031716	11/21/2023	\$967.40	GRAIN	GRAINGER

Voucher: 048993 Invoice: 9873959010 Date: 10/17/2023 Maintenance Supplies Doc Amt: \$488.51  
 Allocations: \$488.51 300-6320-0000-512 Supplies-SSM

Voucher: 049091 Invoice: 9905237286 Date: 11/14/2023 Maintenance Supplies Doc Amt: \$248.34  
 Allocations: \$248.34 600-6320-0000-541 Supplies-TO

Voucher: 049092 Invoice: 9889751328 Date: 10/31/2023 Maintenance Supplies Doc Amt: \$230.55  
 Allocations: \$230.55 300-1395-0223-112 Hernandez Spillway Improv. work

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$719.06 Fund 600: \$248.34  
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031717	11/21/2023	\$290.00	GROSS	Grossmayer & Associates

Voucher: 049093 Invoice: IVC3658 Date: 10/19/2023 Consulting Services Doc Amt: \$145.00  
 Allocations: \$14.50 100-6260-0000-563-06 CS-Computer (10/5/85)  
 Allocations: \$7.25 300-6260-0000-563-06 CS-Computer (10/5/85)  
 Allocations: \$123.25 600-6260-0000-563-06 CS-Computer (10/5/85)

Voucher: 049094 Invoice: IVC3664 Date: 11/2/2023 Consulting Services Doc Amt: \$145.00  
 Allocations: \$14.50 100-6260-0000-563-06 CS-Computer (10/5/85)  
 Allocations: \$7.25 300-6260-0000-563-06 CS-Computer (10/5/85)  
 Allocations: \$123.25 600-6260-0000-563-06 CS-Computer (10/5/85)

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$29.00 Fund 300: \$14.50 Fund 600: \$246.50  
 Fund 700: \$0.00 Fund 803: \$0.00



Payment#	Date	Check Total	Vendor ID	Vendor Name			
031718	11/21/2023	\$6,675.00	GUTIE	Gutierrez Consultants			
Voucher:	049095	Invoice: 1816		Date: 11/3/2023	Consulting Services	Doc Amt:	\$2,269.50
		Allocations: \$2,269.50	600-1351-0168-151		Pajaro Watershed IRWMP		

Voucher:	049096	Invoice: 1809		Date: 11/3/2023	Consulting Services	Doc Amt:	\$4,405.50
		Allocations: \$4,405.50	600-1351-0129-151		Future Water Supply- Alternatives		

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$0.00      Fund 600: \$6,675.00  
Fund 700: \$0.00      Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031719	11/21/2023	\$113.56	HAUTO	Hollister Auto Parts Inc			
Voucher:	049097	Invoice: 949920		Date: 11/9/2023	Maintenance Supplies	Doc Amt:	\$67.27
		Allocations: \$67.27	600-6320-0000-562		Supplies-GA		

Voucher:	049149	Invoice: 949579		Date: 11/6/2023	District Supplies	Doc Amt:	\$46.29
		Allocations: \$2.31	300-6320-0000-562-06		Supplies-GA 10/5/85		
		Allocations: \$39.35	600-6320-0000-562-06		Supplies-GA 10/5/85		
		Allocations: \$4.63	100-6320-0000-562-06		Supplies-GA 10/5/85		

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$4.63      Fund 300: \$2.31      Fund 600: \$106.62  
Fund 700: \$0.00      Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031720	11/21/2023	\$199,387.65	HDRENG	HDR Engineering Inc			
Voucher:	048994	Invoice: 1200549474		Date: 8/18/2023	Engineering Services	Doc Amt:	\$5,196.50
		Allocations: \$5,196.50	600-1395-0929-112		SCADA telemetry upgrade		

Voucher:	048995	Invoice: 1200564760		Date: 10/16/2023	Engineering Services	Doc Amt:	\$194,191.15
		Allocations: \$194,191.15	600-1351-A129-151		ADRoP-Accelerated Drought Response Project		

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$0.00      Fund 600: \$199,387.65  
Fund 700: \$0.00      Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031721	11/21/2023	\$268.15	HOLSC	Hollister School District			
Voucher:	049098	Invoice: 240092		Date: 11/8/2023	WRA-Field Trip Transportation	Doc Amt:	\$268.15
		Allocations: \$268.15	803-6865-0000-562		Advertising/Public Info (EDU)		

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$0.00      Fund 600: \$0.00  
Fund 700: \$0.00      Fund 803: \$268.15

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031722	11/21/2023	\$14,492.17	ICONI	ICONIX Waterworks Inc			
Voucher:	048996	Invoice:	U2316046941	Date:	10/24/2023 Maintenance Supplies	Doc Amt:	\$1,380.08
		Allocations:	\$1,380.08	600-6337-0915-551	Meters and meter repair parts-CA		
Voucher:	048997	Invoice:	U2316045068	Date:	10/13/2023 Maintenance Supplies	Doc Amt:	\$2,944.35
		Allocations:	\$2,944.35	600-6275-0920-542	CS Maintenance TDM-Subsystem Breaks		
Voucher:	048998	Invoice:	U2316045291	Date:	10/13/2023 Maintenance Supplies	Doc Amt:	\$722.12
		Allocations:	\$722.12	600-6275-0920-542	CS Maintenance TDM-Subsystem Breaks		
Voucher:	048999	Invoice:	CMU2315003722	Date:	10/13/2023 Maintenance Supplies	Doc Amt:	-\$238.45
		Allocations:	-\$238.45	600-6275-0920-542	CS Maintenance TDM-Subsystem Breaks		
Voucher:	049000	Invoice:	U2316046285	Date:	10/20/2023 Maintenance Supplies	Doc Amt:	\$5,411.52
		Allocations:	\$5,411.52	600-6337-0915-551	Meters and meter repair parts-CA		
Voucher:	049099	Invoice:	U2316050611	Date:	11/14/2023 Maintenance Supplies	Doc Amt:	\$3,842.63
		Allocations:	\$3,842.63	600-6337-0915-551	Meters and meter repair parts-CA		
Voucher:	049100	Invoice:	U2316050619	Date:	11/14/2023 Maintenance Supplies	Doc Amt:	\$429.92
		Allocations:	\$429.92	600-6320-0000-541	Supplies-TO		

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$0.00      Fund 600: \$14,492.17  
Fund 700: \$0.00      Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031723	11/21/2023	\$654.34	JOHNS	Johnson Lumber Company			
Voucher:	049001	Invoice:	268837	Date:	10/24/2023 Maintenance Supplies	Doc Amt:	\$38.18
		Allocations:	\$38.18	300-6320-0000-512	Supplies-SSM		
Voucher:	049002	Invoice:	268716	Date:	10/19/2023 District Supplies	Doc Amt:	\$63.31
		Allocations:	\$53.81	600-6320-0000-562-03	Supplies - GA		
		Allocations:	\$6.33	100-6320-0000-562-03	Supplies - GA		
		Allocations:	\$3.17	300-6320-0000-562-03	Supplies - GA		
Voucher:	049003	Invoice:	268723	Date:	10/19/2023 District Supplies	Doc Amt:	\$15.28
		Allocations:	\$15.28	600-6320-0000-562	Supplies-GA		
Voucher:	049004	Invoice:	268833	Date:	10/24/2023 Maintenance Supplies	Doc Amt:	\$524.38
		Allocations:	\$524.38	600-6320-0000-542	Supplies-TM		
Voucher:	049005	Invoice:	CM268834	Date:	10/24/2023 Maintenance Supplies	Doc Amt:	-\$131.10
		Allocations:	-\$131.10	600-6320-0000-562	Supplies-GA		
Voucher:	049101	Invoice:	268894	Date:	10/26/2023 District Supplies	Doc Amt:	\$29.68
		Allocations:	\$29.68	600-6320-0000-542	Supplies-TM		

Voucher: 049102 Invoice: 268607 Date: 10/16/2023 District Supplies Doc Amt: \$66.61  
 Allocations: \$56.62 600-6320-0000-562-03 Supplies - GA  
 Allocations: \$6.66 100-6320-0000-562-03 Supplies - GA  
 Allocations: \$3.33 300-6320-0000-562-03 Supplies - GA

Voucher: 049103 Invoice: CM268619 Date: 10/16/2023 District Supplies Doc Amt: -\$39.31  
 Allocations: -\$33.41 600-6320-0000-562-03 Supplies - GA  
 Allocations: -\$3.93 100-6320-0000-562-03 Supplies - GA  
 Allocations: -\$1.97 300-6320-0000-562-03 Supplies - GA

Voucher: 049104 Invoice: 268994 Date: 10/30/2023 District Supplies Doc Amt: \$32.74  
 Allocations: \$27.83 600-6320-0000-562-03 Supplies - GA  
 Allocations: \$3.27 100-6320-0000-562-03 Supplies - GA  
 Allocations: \$1.64 300-6320-0000-562-03 Supplies - GA

Voucher: 049105 Invoice: 269012 Date: 10/31/2023 Maintenance Supplies Doc Amt: \$54.57  
 Allocations: \$54.57 600-6320-0000-542 Supplies-TM

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$12.34 Fund 300: \$44.35 Fund 600: \$597.66  
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031724	11/21/2023	\$400.00	LANDS	Landscape Design by Rosemary Bridw

Voucher: 049006 Invoice: 102423 Date: 10/24/2023 Landscape Plan Review Doc Amt: \$400.00  
 Allocations: \$400.00 803-6240-0000-563 CS - General Consulting (Plan Cks/Rev)

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$0.00  
 Fund 700: \$0.00 Fund 803: \$400.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031725	11/21/2023	\$2,372.50	LIEBE	Liebert Cassidy Whitmore Prof Law C

Voucher: 049150 Invoice: 253047 Date: 9/30/2023 Legal Services Doc Amt: \$401.50  
 Allocations: \$18.25 100-6210-0000-563-06 CS-Legal GA 10/5/85  
 Allocations: \$9.13 300-6210-0000-563-06 CS-Legal GA 10/5/85  
 Allocations: \$155.13 600-6210-0000-563-06 CS-Legal GA 10/5/85  
 Allocations: \$21.90 100-6210-0000-563-06 CS-Legal GA 10/5/85  
 Allocations: \$10.95 300-6210-0000-563-06 CS-Legal GA 10/5/85  
 Allocations: \$186.15 600-6210-0000-563-06 CS-Legal GA 10/5/85

Voucher: 049151 Invoice: 252574 Date: 9/30/2023 Legal Services Doc Amt: \$1,971.00  
 Allocations: \$197.10 100-6210-0000-563-06 CS-Legal GA 10/5/85  
 Allocations: \$98.55 300-6210-0000-563-06 CS-Legal GA 10/5/85  
 Allocations: \$1,675.35 600-6210-0000-563-06 CS-Legal GA 10/5/85

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$237.25      Fund 300: \$118.63      Fund 600: \$2,016.63  
 Fund 700: \$0.00      Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031726	11/21/2023	\$63.86	MCKIN	McKinnon Lumber, Inc.

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Voucher:	049108	Invoice:	763950	Date:	11/2/2023	Maintenance Supplies	Doc Amt:	\$63.86
		Allocations:	\$63.86	600-6320-0000-542		Supplies-TM		

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$0.00      Fund 600: \$63.86  
 Fund 700: \$0.00      Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031727	11/21/2023	\$280.00	MISSIO	Mission Village Voice Media LLC

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Voucher:	049007	Invoice:	1047	Date:	10/24/2023	Monthly Print Ad	Doc Amt:	\$280.00
		Allocations:	\$280.00	803-6865-0000-562		Advertising/Public Info (PI)		

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$0.00      Fund 600: \$0.00  
 Fund 700: \$0.00      Fund 803: \$280.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031728	11/21/2023	\$1,051.00	NEWSV	New SV Media, Inc

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Voucher:	049008	Invoice:	93832	Date:	10/20/2023	10/20/23 Weekly Print Ads	Doc Amt:	\$123.00
		Allocations:	\$123.00	803-6865-0000-562		Advertising/Public Info (PI)		

Voucher:	049106	Invoice:	94298	Date:	10/27/2023	10/27/23 Weekly Print Ads	Doc Amt:	\$123.00
		Allocations:	\$123.00	803-6865-0000-562		Advertising/Public Info (PI)		

Voucher:	049107	Invoice:	95733	Date:	11/10/2023	11/10/23 Weekly Print Ads	Doc Amt:	\$160.00
		Allocations:	\$160.00	803-6865-0000-562		Advertising/Public Info (PI)		

Voucher:	049110	Invoice:	95267	Date:	11/3/2023	Weekly Print Ad/Monthly Web Ad	Doc Amt:	\$485.00
		Allocations:	\$160.00	803-6865-0000-562		Advertising/Public Info (PI)		
		Allocations:	\$325.00	803-6865-0000-562		Advertising/Public Info (PI)		

Voucher:	049154	Invoice:	96410	Date:	11/17/2023	11/17/23 Weekly Print Ads	Doc Amt:	\$160.00
		Allocations:	\$160.00	803-6865-0000-562		Advertising/Public Info (PI)		

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$0.00      Fund 600: \$0.00  
 Fund 700: \$0.00      Fund 803: \$1,051.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031729	11/21/2023	\$24,150.00	NEXGE	NEXGEN Asset Management

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Voucher:	049109	Invoice:	4040	Date:	11/8/2023	Asset Management Services	Doc Amt:	\$24,150.00
		Allocations:	\$6,037.50	600-6260-0602-531		CS Computer - Lessalt WTP		

Allocations: \$10,867.50 600-6260-0000-563 CS-Computer-GA

Allocations: \$1,207.50 300-6260-0000-563 CS-Computer-GA

Allocations: \$6,037.50 600-6260-0603-531 CS Computer - West Hills WTP

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$1,207.50 Fund 600: \$22,942.50

Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031730	11/21/2023	\$573.71	PALAC	Palace Business Solutions		
Voucher: 049111	Invoice: 698642-1		Date: 11/1/2023	Office Supplies	Doc Amt:	\$79.17
	Allocations:	\$67.29	600-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$3.96	300-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$7.92	100-6835-0000-562-06	Office Supplies 10/5/85 GA		
Voucher: 049112	Invoice: 698642-0		Date: 10/31/2023	Office Supplies	Doc Amt:	\$494.54
	Allocations:	\$420.36	600-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$24.73	300-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$49.45	100-6835-0000-562-06	Office Supplies 10/5/85 GA		

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$57.37 Fund 300: \$28.69 Fund 600: \$487.65

Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031731	11/21/2023	\$1,880.00	PIPAL	Pipal Spurzem & Liem LLP		
Voucher: 049114	Invoice: 61623		Date: 11/2/2023	Legal Services	Doc Amt:	\$1,880.00
	Allocations:	\$188.00	100-6210-0000-563-06	CS-Legal GA 10/5/85		
	Allocations:	\$94.00	300-6210-0000-563-06	CS-Legal GA 10/5/85		
	Allocations:	\$1,598.00	600-6210-0000-563-06	CS-Legal GA 10/5/85		

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$188.00 Fund 300: \$94.00 Fund 600: \$1,598.00

Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031732	11/21/2023	\$2,871.27	REMOT	Remote Satellite Systems International		
Voucher: 049153	Invoice: 00125279		Date: 11/16/2023	Communication Services	Doc Amt:	\$2,871.27
	Allocations:	\$192.98	100-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85		
	Allocations:	\$96.49	300-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85		
	Allocations:	\$1,640.36	600-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85		
	Allocations:	\$38.25	600-6840-0000-562-06	Communication GA 10/5/85		
	Allocations:	\$4.50	100-6840-0000-562-06	Communication GA 10/5/85		
	Allocations:	\$2.25	300-6840-0000-562-06	Communication GA 10/5/85		
	Allocations:	\$33.13	600-6840-0000-562-06	Communication GA 10/5/85		
	Allocations:	\$3.90	100-6840-0000-562-06	Communication GA 10/5/85		
	Allocations:	\$1.95	300-6840-0000-562-06	Communication GA 10/5/85		

Allocations:	\$728.83	600-6840-0000-562-06	Communication GA 10/5/85
Allocations:	\$85.75	100-6840-0000-562-06	Communication GA 10/5/85
Allocations:	\$42.87	300-6840-0000-562-06	Communication GA 10/5/85

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$287.13	Fund 300: \$143.56	Fund 600: \$2,440.58
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031733	11/21/2023	\$1,000.00	RESER	Reserve Account
Voucher:	049113	Invoice: 110723	Date: 11/7/2023	Postage On Account
				Doc Amt: \$1,000.00
	Allocations:	\$970.00	600-6825-0000-562-06	Postage 2/1/97
	Allocations:	\$20.00	100-6825-0000-562-06	Postage 2/1/97
	Allocations:	\$10.00	300-6825-0000-562-06	Postage 2/1/97

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$20.00	Fund 300: \$10.00	Fund 600: \$970.00
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031734	11/21/2023	\$1,136.47	RJRRE	RJR Environmental Professional Servi
Voucher:	049115	Invoice: 61779	Date: 11/6/2023	Disposal Bin Rental Service
				Doc Amt: \$671.47
	Allocations:	\$671.47	600-6860-0000-542	Utilities-Disposal fees
Voucher:	049116	Invoice: 61706	Date: 10/31/2023	Disposal Bin Rental Service
				Doc Amt: \$465.00
	Allocations:	\$465.00	600-6860-0000-542	Utilities-Disposal fees

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$1,136.47
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031735	11/21/2023	\$1,428.68	ROSSI	Rossi's Tire & Auto Service
Voucher:	049009	Invoice: S1B70066	Date: 10/19/2023	Vehicle Maintenance #24
				Doc Amt: \$30.00
	Allocations:	\$30.00	600-6460-0000-562	Vehicle Maintenance-GA
Voucher:	049117	Invoice: S1B70231	Date: 10/30/2023	Vehicle Maintenance #28
				Doc Amt: \$1,398.68
	Allocations:	\$1,398.68	600-6460-0000-562	Vehicle Maintenance-GA

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$1,428.68
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031736	11/21/2023	\$100.98	SBCMO	San Benito Cnty Mosq Abatement Prg
Voucher:	049119	Invoice: SB10039-24	Date: 11/13/2023	Mosquito Abatement Fees
				Doc Amt: \$100.98
	Allocations:	\$22.44	300-6820-0000-562	Dues and Fee
	Allocations:	\$44.88	600-6820-0000-562	Dues and Fee

Allocations:	\$11.22	600-6820-0602-562	Dues and Fees - Lessalt WTP
Allocations:	\$11.22	600-6820-0603-562	Dues and Fees - West Hills WTP
Allocations:	\$1.12	100-6820-0000-562-06	Dues and Fees 10/5/85
Allocations:	\$0.56	300-6820-0000-562-06	Dues and Fees 10/5/85
Allocations:	\$9.54	600-6820-0000-562-06	Dues and Fees 10/5/85

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$1.12	Fund 300: \$23.00	Fund 600: \$76.86
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031737	11/21/2023	\$13,637.00	SBENG	San Benito Engineering

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Voucher:	049118	Invoice:	7380	Date:	10/26/2023	Engineering Services	Doc Amt:	\$13,637.00
		Allocations:	\$13,637.00	600-6220-0145-541		CS-San Justo Reservoir Survey		

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$13,637.00
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031738	11/21/2023	\$85,465.21	SCVWD	Santa Clara Valley Water Dist

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Voucher:	049120	Invoice:	GN102715	Date:	11/9/2023	Jul - Sep 23 O&M Charge	Doc Amt:	\$85,465.21
		Allocations:	\$81,511.40	600-5500-0000-513		PW-San Felipe Reach I O&M- SantaClara		
		Allocations:	\$3,953.81	600-1503-0158-125		Reach I Capital Improvement Project		

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$85,465.21
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031739	11/21/2023	\$186.35	SHRED	Shred-it

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Voucher:	049121	Invoice:	8005146048	Date:	10/31/2023	Monthly Shredding Service	Doc Amt:	\$186.35
		Allocations:	\$18.64	100-6270-0000-563-06		CS-Operations GA 10/5/85		
		Allocations:	\$9.32	300-6270-0000-563-06		CS-Operations GA 10/5/85		
		Allocations:	\$158.40	600-6270-0000-563-06		CS-Operations GA 10/5/85		

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$18.64	Fund 300: \$9.32	Fund 600: \$158.40
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031740	11/21/2023	\$176.06	SPEEDEE	Speedee Oil Change and Tune Up

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Voucher:	049010	Invoice:	332403	Date:	10/19/2023	Vehicle Maintenance #23	Doc Amt:	\$176.06
		Allocations:	\$176.06	600-6460-0000-562		Vehicle Maintenance-GA		

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$0.00      Fund 600: \$176.06  
 Fund 700: \$0.00      Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name	
031741	11/21/2023	\$358,536.73	SSCWD-TP	Sunnyslope County Water District	
Voucher:	049122	Invoice: INV00086	Date: 10/31/2023	Plant Operations- Lessalt	Doc Amt: \$153,904.29
		Allocations: \$153,904.29	600-6270-0602-531	CS Operations - Lessalt WTP	
Voucher:	049123	Invoice: INV00085	Date: 10/31/2023	Plant Operations- West Hills	Doc Amt: \$204,632.44
		Allocations: \$204,632.44	600-6270-0603-531	CS Operations - West Hills WTP	

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$0.00      Fund 600: \$358,536.73  
 Fund 700: \$0.00      Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name	
031742	11/21/2023	\$950.00	TBCCO	TBC Communications & Media	
Voucher:	049155	Invoice: 1325	Date: 10/1/2023	Social Media Design and Mgmt	Doc Amt: \$475.00
		Allocations: \$475.00	803-6865-0000-562	Advertising/Public Info (PI)	
Voucher:	049156	Invoice: 1326	Date: 11/1/2023	Social Media Design and Mgmt	Doc Amt: \$475.00
		Allocations: \$475.00	803-6865-0000-562	Advertising/Public Info (PI)	

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$0.00      Fund 600: \$0.00  
 Fund 700: \$0.00      Fund 803:\$950.00

Payment#	Date	Check Total	Vendor ID	Vendor Name	
031743	11/21/2023	\$7,550.09	TECHN	TechnoFlo Systems	
Voucher:	049011	Invoice: 42561	Date: 10/23/2023	Maintenance Supplies	Doc Amt: \$3,162.07
		Allocations: \$3,162.07	600-6337-0915-551	Meters and meter repair parts-CA	
Voucher:	049012	Invoice: 42560	Date: 10/23/2023	Maintenance Supplies	Doc Amt: \$4,388.02
		Allocations: \$4,388.02	600-6337-0915-551	Meters and meter repair parts-CA	

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$0.00      Fund 600: \$7,550.09  
 Fund 700: \$0.00      Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name	
031744	11/21/2023	\$22,389.50	TODDE	Todd Groundwater	
Voucher:	049124	Invoice: 37656 1123	Date: 11/8/2023	Engineering Services	Doc Amt: \$1,010.00
		Allocations: \$1,010.00	700-6270-0000-511	CS - Operations-SSO	
Voucher:	049125	Invoice: 37658 1123	Date: 11/8/2023	Engineering Services	Doc Amt: \$14,395.00
		Allocations: \$14,395.00	600-1351-A129-151	ADRoP-Accelerated Drought Response Project	



Voucher: 049126 Invoice: 37657-1 112 Date: 11/8/2023 Engineering Services Doc Amt: \$1,570.00  
 Allocations: \$1,570.00 700-1351-0221-151 GSA-Grdwtr Mgmt Plan

Voucher: 049127 Invoice: 37653-23102 Date: 10/8/2023 Engineering Services Doc Amt: \$1,713.25  
 Allocations: \$1,713.25 700-6240-0160-511 CS-Annual Grwtr Report-SSO

Voucher: 049128 Invoice: 37653-23112 Date: 11/8/2023 Engineering Services Doc Amt: \$2,408.75  
 Allocations: \$2,408.75 700-6240-0160-511 CS-Annual Grwtr Report-SSO

Voucher: 049129 Invoice: 37656 1023 Date: 10/8/2023 Engineering Services Doc Amt: \$1,292.50  
 Allocations: \$1,292.50 700-6270-0000-511 CS - Operations-SSO

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$14,395.00  
 Fund 700: \$7,994.50 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031745	11/21/2023	\$4,140.79	TOROP	Toro Petroleum Corporation

Voucher: 049130 Invoice: 0679060-IN Date: 11/13/2023 Maintenance Supplies Doc Amt: \$251.69  
 Allocations: \$251.69 300-6320-0000-512 Supplies-SSM

Voucher: 049131 Invoice: CL68714 Date: 10/31/2023 Vehicle Fuel Doc Amt: \$3,889.10  
 Allocations: \$26.80 100-6465-0000-562 Vehicle Fuel-GA

Allocations: \$126.27 300-6465-0000-562 Vehicle Fuel-GA

Allocations: \$3,438.46 600-6465-0000-562 Vehicle Fuel-GA

Allocations: \$297.57 803-6465-0000-562 Vehicle Fuel

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$26.80 Fund 300: \$377.96 Fund 600: \$3,438.46  
 Fund 700: \$0.00 Fund 803: \$297.57

Payment#	Date	Check Total	Vendor ID	Vendor Name
031746	11/21/2023	\$44,529.35	UNIFI	Unified Field Services Corporation

Voucher: 049142 Invoice: 1023838 Date: 10/31/2023 Contracted Maintenance Doc Amt: \$44,529.35  
 Allocations: \$44,529.35 600-6275-0939-542 CS- Maintenance-Blue Valve Paint Project

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$44,529.35  
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031747	11/21/2023	\$1,867.91	USABL	USA BlueBook

Voucher: 049013 Invoice: INV00165148 Date: 10/16/2023 Maintenance Supplies Doc Amt: \$1,594.54  
 Allocations: \$1,594.54 600-6337-0915-551 Meters and meter repair parts-CA

Voucher: 049014 Invoice: INV00157413 Date: 10/9/2023 Maintenance Supplies Doc Amt: \$273.37

Allocations: \$273.37 600-6320-0000-542 Supplies-TM

**Payment Responsibilities:**

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$1,867.91  
Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031748	11/21/2023	\$6,564.08	USBNK-CC	U.S. Bank Corporation		
Voucher: 049132	Invoice: 102323JM		Date: 10/23/2023	Monthly Statement	Doc Amt: \$3,477.40	
	Allocations:	\$0.31	100-6260-0000-563-06	CS-Computer (10/5/85)		
	Allocations:	\$0.16	300-6260-0000-563-06	CS-Computer (10/5/85)		
	Allocations:	\$2.67	600-6260-0000-563-06	CS-Computer (10/5/85)		
	Allocations:	\$136.36	600-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$8.02	300-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$16.04	100-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$50.00	100-6260-0000-563-06	CS-Computer (10/5/85)		
	Allocations:	\$25.00	300-6260-0000-563-06	CS-Computer (10/5/85)		
	Allocations:	\$424.96	600-6260-0000-563-06	CS-Computer (10/5/85)		
	Allocations:	\$8.61	100-6865-0000-562	Advertising/Public Info		
	Allocations:	\$4.31	300-6865-0000-562	Advertising/Public Info		
	Allocations:	\$73.21	600-6865-0000-562	Advertising/Public Info		
	Allocations:	\$44.16	600-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$2.60	300-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$5.20	100-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$107.32	600-6845-0000-562-06	General Business Exp 10/5/85		
	Allocations:	\$12.63	100-6845-0000-562-06	General Business Exp 10/5/85		
	Allocations:	\$6.31	300-6845-0000-562-06	General Business Exp 10/5/85		
	Allocations:	\$1,055.62	600-6825-0000-542	Postage		
	Allocations:	\$781.56	600-6320-0000-562	Supplies-GA		
	Allocations:	\$648.42	600-6330-0000-542	Tools Purchase-TM		
	Allocations:	\$54.36	600-6840-0000-562-06	Communication GA 10/5/85		
	Allocations:	\$6.40	100-6840-0000-562-06	Communication GA 10/5/85		
	Allocations:	\$3.20	300-6840-0000-562-06	Communication GA 10/5/85		
Voucher: 049133	Invoice: 102323BM		Date: 10/23/2023	Monthly Statement	Doc Amt: \$1,076.60	
	Allocations:	\$22.06	600-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$1.30	300-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$2.60	100-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$89.82	100-6270-0000-563-06	CS-Operations GA 10/5/85		
	Allocations:	\$44.91	300-6270-0000-563-06	CS-Operations GA 10/5/85		
	Allocations:	\$763.47	600-6270-0000-563-06	CS-Operations GA 10/5/85		
	Allocations:	\$45.47	600-6845-0000-562-06	General Business Exp 10/5/85		
	Allocations:	\$5.35	100-6845-0000-562-06	General Business Exp 10/5/85		
	Allocations:	\$2.67	300-6845-0000-562-06	General Business Exp 10/5/85		

Allocations:	\$14.16	600-6835-0000-562-06	Office Supplies 10/5/85 GA
Allocations:	\$0.83	300-6835-0000-562-06	Office Supplies 10/5/85 GA
Allocations:	\$1.67	100-6835-0000-562-06	Office Supplies 10/5/85 GA
Allocations:	\$7.73	600-6835-0000-562-06	Office Supplies 10/5/85 GA
Allocations:	\$0.45	300-6835-0000-562-06	Office Supplies 10/5/85 GA
Allocations:	\$0.91	100-6835-0000-562-06	Office Supplies 10/5/85 GA
Allocations:	\$24.73	600-6845-0000-562-06	General Business Exp 10/5/85
Allocations:	\$2.91	100-6845-0000-562-06	General Business Exp 10/5/85
Allocations:	\$1.45	300-6845-0000-562-06	General Business Exp 10/5/85
Allocations:	\$11.54	600-6845-0000-562-06	General Business Exp 10/5/85
Allocations:	\$1.36	100-6845-0000-562-06	General Business Exp 10/5/85
Allocations:	\$0.68	300-6845-0000-562-06	General Business Exp 10/5/85
Allocations:	\$25.96	600-6845-0000-562-06	General Business Exp 10/5/85
Allocations:	\$3.05	100-6845-0000-562-06	General Business Exp 10/5/85
Allocations:	\$1.53	300-6845-0000-562-06	General Business Exp 10/5/85

Voucher:	049134	Invoice:	102323SN	Date:	10/23/2023 Monthly Statement	Doc Amt:	\$342.97
		Allocations:	\$107.89	803-6320-0000-562	Supplies (Survey)		
		Allocations:	\$119.99	803-6865-0000-562	Advertising/Public Info (PI)		
		Allocations:	\$5.75	300-6320-0000-562-06	Supplies-GA 10/5/85		
		Allocations:	\$97.83	600-6320-0000-562-06	Supplies-GA 10/5/85		
		Allocations:	\$11.51	100-6320-0000-562-06	Supplies-GA 10/5/85		

Voucher:	049136	Invoice:	102323MC	Date:	10/23/2023 Monthly Statement	Doc Amt:	\$1,679.40
		Allocations:	\$1,679.40	300-1395-0223-112	Hernandez Spillway Improv. work		

Voucher:	049138	Invoice:	102323SW	Date:	10/23/2023 Monthly Statement	Doc Amt:	\$12.60
		Allocations:	\$1.26	100-6260-0000-563-06	CS-Computer (10/5/85)		
		Allocations:	\$0.63	300-6260-0000-563-06	CS-Computer (10/5/85)		
		Allocations:	\$10.71	600-6260-0000-563-06	CS-Computer (10/5/85)		

Voucher:	049159	Invoice:	CM102323JM	Date:	10/23/2023 Monthly Statement	Doc Amt:	-\$24.89
		Allocations:	-\$21.16	600-6835-0000-562-06	Office Supplies 10/5/85 GA		
		Allocations:	-\$1.24	300-6835-0000-562-06	Office Supplies 10/5/85 GA		
		Allocations:	-\$2.49	100-6835-0000-562-06	Office Supplies 10/5/85 GA		

**Payment Responsibilities:**

Fund 000: \$0.00	Fund 100: \$217.12	Fund 300: \$1,787.96	Fund 600: \$4,331.12
Fund 700: \$0.00	Fund 803: \$227.88		

<b>Payment#</b>	<b>Date</b>	<b>Check Total</b>	<b>Vendor ID</b>	<b>Vendor Name</b>
031749	11/21/2023	\$255.00	WIENH	Wienhoff & Associates, Inc.

Voucher:	049152	Invoice:	118429	Date:	11/15/2023 2024 Consortium Membership	Doc Amt:	\$255.00
		Allocations:	\$25.50	100-6820-0000-562-06	Dues and Fees 10/5/85		
		Allocations:	\$12.75	300-6820-0000-562-06	Dues and Fees 10/5/85		
		Allocations:	\$216.75	600-6820-0000-562-06	Dues and Fees 10/5/85		

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$25.50      Fund 300: \$12.75      Fund 600: \$216.75  
 Fund 700: \$0.00      Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031750	11/21/2023	\$258.14	WRIIN	Wright Bros Industrial Supply		
Voucher:	049015	Invoice: 279424		Date: 10/17/2023	Welding Supplies	Doc Amt: \$134.87
		Allocations: \$134.87	300-6320-0000-512		Supplies-SSM	
Voucher:	049144	Invoice: 280106		Date: 11/13/2023	Welding Supplies	Doc Amt: \$73.83
		Allocations: \$73.83	600-6320-0000-542		Supplies-TM	
Voucher:	049145	Invoice: 279940		Date: 11/6/2023	Welding Supplies	Doc Amt: \$49.44
		Allocations: \$49.44	600-6320-0000-562		Supplies-GA	

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$134.87      Fund 600: \$123.27  
 Fund 700: \$0.00      Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031751	11/21/2023	\$2,825.00	ZEIAL	Alan Zeisbrich		
Voucher:	049146	Invoice: 10-2023		Date: 11/1/2023	Contract Services	Doc Amt: \$2,825.00
		Allocations: \$217.50	300-6270-0000-511		CS-Operations-SS0	
		Allocations: \$1,957.50	600-6270-0000-541		CS-Operations-TO	
		Allocations: \$325.00	600-6270-0602-531		CS Operations - Lessalt WTP	
		Allocations: \$325.00	600-6270-0603-531		CS Operations - West Hills WTP	

**Payment Responsibilities:**

Fund 000: \$0.00      Fund 100: \$0.00      Fund 300: \$217.50      Fund 600: \$2,607.50  
 Fund 700: \$0.00      Fund 803: \$0.00

**Report Totals, Payment Fund Responsibilities**

Fund 000: \$0.00      Fund 100: \$2,765.99      Fund 300: \$5,768.85      Fund 600: \$819,724.81

Fund 700: \$7,994.50      Fund 803: \$4,401.34

Fund 100 = District Administration

Fund 300 = Zone 3

Fund 600 = Zone 6

Fund 700 = Zone GSA

Fund 803 = Zone WRA

0 \*

2,765.99+  
 5,768.85+  
 819,724.81+  
 7,994.50+  
 4,401.34+  
 840,655.49\*

**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:**

3

**Meeting Date:** November 29, 2023

**Submitted By:** Cindy Paine

**Presented By:** Steve Wittry

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**Agenda Title:** Acknowledgement of Paid Claims prior to the November 2023 Board Meeting

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**Detailed Description:** This is a notification that the check & wire transfers listed below were issued outside the normal claims process.

Payee	Check No.	Amount	For	Issued Date	Due Date
COH	57963	\$137,534.64	FY 23 O&M True Up	11/01/23	
SSCWD	57972	\$137,534.64	FY 23 O&M True Up	11/01/23	
<i>Wire Transfers</i>					
San Luis & Delta-Mendota WA	Wire Transfer	\$1,147.82	San Felipe Unit (January-September 2022) San Luis Delivery Structures	10/31/23	10/31/23
San Luis & Delta-Mendota WA	Wire Transfer	\$32,694.06	O&M delivery costs (Oct. 2023 advanced water delivery payment)	11/07/23	11/07/23
USBR (pay.gov)	Wire Transfer	\$178,912.93	Water Payment	11/07/23	11/07/23
San Luis & Delta-Mendota WA	Wire Transfer	\$4,682.08	WY23 SJRECWA Water True-up	11/21/23	11/21/23

**Financial Impact:**          X     Yes                 No

**Funding Source/ Recap:**

Fiscal Year Budget as approved

**Material Included for Information/Consideration:**

Copy of Wire Transfer Request

**Action Required:** \_\_\_\_\_ Resolution   X   Motion \_\_\_\_\_ Review

**Board Action**

\_\_\_\_\_ Resolution No. \_\_\_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_

No Action Taken \_\_\_\_\_

Vendor	Account	Date	
CITYHO	City of Hollister	11/1/2023	0057963
Invoice	Date	Description	Net Amt.
H0251	9/27/2023	FY23 O&M True Up	\$137,534.64

FY23 O&M True Up	\$137,534.64
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Vendor	Account	Date		
SSCWD-TP	Sunnyslope County Water District	11/1/2023	0057972	
Invoice	Date	Description		Net Amt.
H0252	9/27/2023	FY23 O&M True Up		\$137,534.64

FY23 O&M True Up	\$137,534.64
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10/31/2023

Release date	10/31/2023
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[illegible]

Online entry by: Cindy Paine

Date 10/31/23

Approved for release online by:

Date 10/31/23

Deje Machado by Cindy Paine  
10/12/12

Daily wire activity total	\$ 1,147.82
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Wire Transfer Requested

11/6/2023

Release date 11/7/2023

Vendor	Invoice Date	Invoice no.	Description	GL Account no.	Amount	Due Date
San Luis & Delta Mendota (SLDMWUSBR)	11/6/2023	110623	O&M delivery costs (Nov. 2023 advanced water delivery payment)	600-5400-0000-513-07	\$ 32,694.06	
Total wire transfer					\$ 32,694.06	

Daily wire activity total \$ 32,694.06

Online entry by:

Date

Approved for release online by:

Date

11/7/23

Cindy Paine

11/7/2023

Vendor	Payment Recap date prepared	Invoice no.	Description	GL Account no.	Amount
Bureau of Reclamation (USBR-LA)	11/6/2023	110723	October 23 / January 23	600-5110-0000-513-07	\$ 74,496.21
Bureau of Reclamation (USBR-LA)	11/6/2023	110723	October 23	600-5600-0000-513-07	\$ 2,309.96
Bureau of Reclamation (USBR-LA)	11/6/2023	110723	October 23 / January 23	600-5211-0000-513-07	\$ 63,692.37
Bureau of Reclamation (USBR-LA)	11/6/2023	110723	October 23 / January 23	600-5251-0000-513-07	\$ 10,898.02
Bureau of Reclamation (USBR-LA)	11/6/2023	110723	October 23	600-5210-0000-513-07	\$ 27,177.22
Bureau of Reclamation (USBR-LA)	11/6/2023	110723	October 23 TPUD	600-5210-0000-513-07	\$ 339.15
				Total payment amount	\$ 178,912.93

Daily Pay.gov total \$ 178,912.93

Wire Transfer Requested

11/21/2023

Release date

11/22/2023

Vendor	Invoice Date	Invoice no.	Description	GL Account no.	Amount	Due Date
San Luis & Delta Mendota (SLDMWUSBR)	11/9/2023	MH368	WY23 SIRECWA Water Transfer - True up (Final)	600-5400-0000-513-07	\$ 4,682.08	11/30/2023
Total wire transfer					\$ 4,682.08	

Daily wire activity total \$ 4,682.08

Online entry by:

Dolani Vidal

Date

11/21/23

Approved for release online by:

Cindy Paine

Date

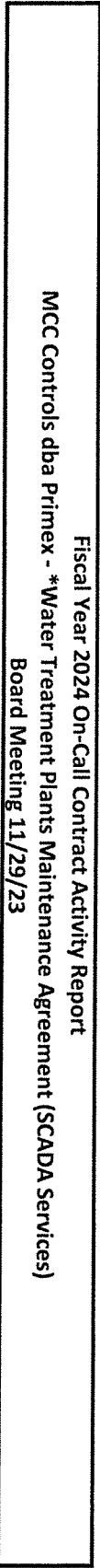
11/21/23



Agenda

Item

# 4



**NOTE: NO ADDITIONAL TASK ORDERS WERE EXECUTED AS OF THIS MEETING'S REPORTING DEADLINE**

[illegible]

\*SBCWD Board approved 9.21.22, Contract #PRIMEX-2022 OC

**\*\*Contract expires 9.19.25**



**Annual NTE Contract Amount	Task Order Amount	Contract Amount Remaining	Task Order Number	Task Order Description	Task Order Issued Date	Payments to Date
\$ 250,000						
	\$ 50,000	\$ 200,000	1	Well design & siting (last phase of current grant)	12.05.22	\$ 10,640.52
	\$ 75,000	\$ 125,000	2	Grant Application Support-DWR & USBR	12.20.22	\$ 68,177.50
	\$ 20,000	\$ 105,000	2A	Grant Application Support-DWR & USBR	05.22.23	\$ 14,197.50
	\$ 10,000	\$ 95,000	3	IRWM Grant Application Support	02.21.23	\$ 4,047.50
	\$ 35,000	\$ 60,000	4	USBR Grant Application Support	10.26.23	\$ -
\$ 250,000	\$ 190,000	\$ 60,000				\$ 97,063.02

**\*\*1-year term expires 11.3.23, with option of 2 additional years (total of 3 years NTE \$750,000)**

**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:**

5

**Meeting Date:** November 29, 2023

**Submitted By:** Kelly Tuffo, Liebert, Cassidy & Whitmore

**Presented By:** Steve Wittry

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**Agenda Title:** Consider Resolution for the District Personnel Rules and Regulations Update and Policy Against Substance Abuse in Workplace Safety Sensitive Positions

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**Detailed Description:**

The District has recently updated its Personnel Rules and Regulations to reflect the following changes:

1. The title of “District Manager” has been changed to “General Manager,” and “Assistant Manager” has been changed to “Manager of Administration, Finance and Business Services,” consistent with current leadership.
2. Gender references are changed to be gender neutral.
3. Changes were made to align with the recently negotiated Memorandum of Understanding (MOU) with Service Employees International Union Local 521, specifically under the following sections:
  - a. Article 8, Section 4, Step Increases: This section now allows for employees who receive an “exceptional” rating on their performance evaluation to receive a double step increase, subject to the approval of the General Manager.
  - b. Article 18, Section 2, Holidays: Cesar Chavez Day and Juneteenth were added as paid holidays.
  - c. Article 18, Section 3(C) Sick Leave: Consistent with changes to California paid sick leave law, “designated person” was added as a family member for whom an employee can use sick leave to provide care. Furthermore, this section was updated to reflect increased minimum paid sick leave accruals and caps which go into effect January 1, 2024.

In addition, changes were made to the Personnel Rules as follows:



## **Article I: Introduction and General Information Policy**

Section 2. General Policy: This section as modified to provide that physical fitness will only be used as a basis for appointment where it is a bona fide occupational qualification.

## **Article III: Recruitment, Selection and Appointment Policy**

Section 6. Criminal Conviction Check: This section is brought into compliance with AB 1008, which amended Government Code section 12952(a)(20), prohibiting public agencies from requesting or considering conviction history until after the applicant has received a conditional offer of employment.

## **Article IX: Hours of Work**

Section 1. Standard Work Week: This section is modified to more clearly define the seven-day work period used for the purpose of calculating overtime eligibility.

Section 2. Overtime: This section is modified to clarify supervisory approval requirements for overtime in the event of an emergency, and to indicate that failure to comply with overtime approval procedures may subject an employee to discipline.

Section 5. Compensatory Time Off: Consistent with the District's MOU with SEIU, overtime-eligible employees will no longer have the option to earn compensatory time off (CTO) for overtime worked, although previously-earned CTO may still be used until exhausted and cashed out at separation.

Sections 8. Lactation Break Time and 9 Lactation Accommodation: This section is modified to comply with Senate Bill 142 (2019) which amended Labor Code section 1031 to provide additional requirements for lactating employees.

Section 14. Excessive Tardiness/Absenteeism and Abuse of Leave. This section is modified to allow the District to require physician certification of sick leave when the District suspected abuse of leave.

## **Article XV: Policy Against Discrimination, Harassment and Retaliation; Complaint Procedure**

Section 6. Complaint Procedure: Assembly Bill 9 (2019) amended Government Code sections 12960 and 12965 increased from one (1) year to three (3) years the statutory period for filing a complaint alleging discrimination, harassment, and retaliation under the Fair Employment and Housing Act ("FEHA"). This policy has been modified to eliminate the requirement that complaints must be filed within one year of the event leading to the complaint. Agencies should prepare detailed written records in a contemporaneous manner for any claim of discrimination, harassment, or retaliation. Agencies should maintain such records so they may be referenced and relied upon in order to defend the agency against any FEHA claims. In addition, the California Department of Fair Housing and Employment has been renamed the California Civil Rights Department.

## **Article XVIII: Paid Leaves**

**Section 5. Bereavement Leave:** This section has been updated for consistency with California's new bereavement leave law, AB 1949, codified in Government Code section 12945.7, which guarantees most employees up to five days of bereavement leave from work following the death of certain family members. The District currently provides up to three days with pay for bereavement leave. The additional two days are charged against an employee's paid leave accruals.

## **Article XIX: Leaves without Pay**

**Section 4. California Family Rights Act Leave.** The District previously adopted this policy in 2021, although it was not incorporated into the personnel rules at that time. We have incorporated it here and updated the policy to reflect recent changes to the law, including the following:

- SB 1383 (enacted in 2020; effective January 1, 2021) expands CFRA leave to care for a family member with a serious health condition to include more family members of the qualified employee. Covered family members now include grandparent, grandchild, and sibling – in addition to the existing parent, child, spouse, or registered domestic partner. In addition, SB1383 eliminates the previous restrictions under CFRA, which indicated that an employee could not take leave to care for their adult child who is age 18 years or older with a serious health condition unless that child was incapable of self-care because of a physical or mental disability. SB 1383 also eliminated the 50 or more employees in a 75-mile radius definition for an employee to qualify for CFRA leave.
- AB 1033 (enacted in 2021; effective November 18, 2021) expands CFRA leave to include a “parent-in-law” as a covered family member for whom an employee may take CFRA leave in order to provide care. (Gov. Code § 12945.2(b)(11) and (12).
- AB 1041 (enacted in 2022; effective January 1, 2023) expands CFRA to allow an employee leave in order to provide care for a “designated person” which means “any individual related by blood or whose association with the employee is the equivalent of a family relationship.” (Gov. Code §12945.2(b)(2).) The designated person may be identified by the employee at the time the employee requests the leave. (Gov. Code § 12945.2(b)(2).) Employers are authorized to limit employees to one “designated person” per 12-month period for family care and medical leave (Gov. Code § 12945.2(b)(2).)

In addition, the District should note that Labor Code sections 230 and 230.1 requires public agencies to provide employees with written notice of their rights to leave. This notice must be provided to all new employees upon hire and to existing employees upon request. (Lab. Code § 230.1(h)(1).) The Labor Commissioner has developed a model notice to comply with these requirements. Public agencies may choose to adopt the Labor Commissioner's model

notice as their own notice to employees. Alternatively, public agencies may develop their own notice so long as it is “substantially similar” to the Labor Commissioner’s notice.

Section 6. Child Suspension Leave. Child suspension leave is required of all employers.

In addition, public agencies with 25 or more employees at the same location are required to provide any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, up to 40 hours of School Leave each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child’s school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency.

We have not added School Leave here because the District has fewer than 25 employees. The District should add this policy if it anticipates increasing its size.

## **Article XXII: Employee Use of District Computer Resources**

Section 10. E-mail – General Guidelines: We have amended this policy to align with PERB case law. PERB has held that employers must allow employees to use email for statutorily protected communications on non-work time if the employer has given employees access to the employer’s email system. (*Napa Valley Community College District* (2018) PERB Dec. No. 2563-E.)

## **Article XXIX: Disaster Service Workers**

This new policy is added to advise employees of their responsibilities as disaster services workers under Government Code section 3100.

Section 2. Unauthorized Absence Prohibited in Event of an Emergency Condition: This provision was added in response to Senate Bill 1044 (2022), which created Labor Code section 1139 to prohibit employers, in the event of an emergency condition, from taking or threatening adverse action against any certain categories of employees for refusing to report to, or leaving, a workplace or worksite within the area affected by the “emergency condition” because the employee has a reasonable belief that the workplace or worksite is unsafe. (Lab. Code § 1139(b)(1).) However, SB 1044 exempts certain categories of employees from the right to refuse to report to work or to leave work, including, Disaster Service Workers. This policy establishes that in the event of an “emergency condition,” all public employees will be acting as Disaster Service Workers.

## **Policy Against Substance Abuse in the Workplace for Employees in Safety Sensitive Positions**

In accordance with the recommendation of the Department of Transportation (DOT) Office of Drug and Alcohol Policy and Compliance, this policy has been removed from the personnel rules

and is now a stand-alone policy. The policy has been updated based on the DOT template, and the District has attached a list of classifications subject to random drug testing.

All of the proposed modifications have been reviewed and approved by the Personnel Committee and the Employee Union (SEIU Local 521).

**Prior Committee or Board Action:**

Personnel Committee Meeting, October 12, 2023

Personnel Committee Meeting, November 14, 2023

**Financial Impact:** \_\_\_\_\_ Yes \_\_\_\_\_ ☒ No

**Material Included for Information/Consideration:**

Personnel Committee Recommendations

Draft Resolution

District Personnel Rules and Regulations Update

District Policy Against Substance Abuse in Workplace Safety Sensitive Positions

**Recommendation:**

Board to approve Resolution including Personnel Rules and Regulations Update and Policy Against Substance Abuse in Workplace Safety Sensitive Positions.

**Action Required:** ☒ Resolution \_\_\_\_\_ Motion \_\_\_\_\_ Review

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**Board Action**

\_\_\_\_\_ Resolution No. \_\_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_

BOARD AGENDA MEMO

**DATE:** November 14, 2023  
**TO:** Board of Directors  
**FROM:** Personnel Committee (Flores/Tonascia)  
**SUBJECT:** Committee Recommendation to Board changes to the District's Personnel Policy

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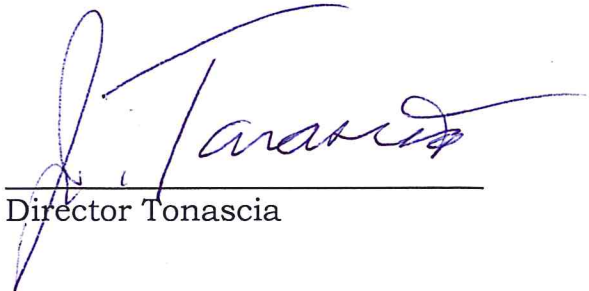
The Personnel Committee met on November 14, 2023 and discussed with staff proposed changes to the District's Personnel Policy.

The Committee recommends the Board approve the changes to the District's Personnel Policy.



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Director Flores



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Director Tonascia

BOARD AGENDA MEMO

**DATE:** November 14, 2023

**TO:** Board of Directors

**FROM:** Personnel Committee (Flores/Tonascia)

**SUBJECT:** Committee Recommendation to the Board a District Policy Against Substance Abuse in the Workplace for Employees in Safety Sensitive Positions

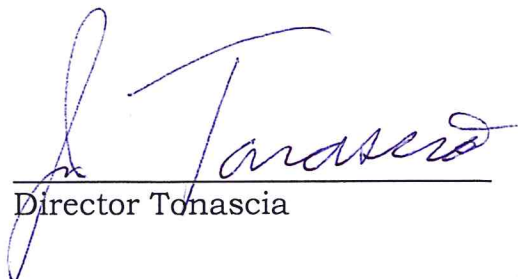
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The Personnel Committee met on November 14, 2023 and discussed with staff a proposed District Policy Against Substance Abuse in the Workplace for Employees in Safety Sensitive Positions.

The Committee recommends the Board approve the District Policy Against Substance Abuse in the Workplace for Employees in Safety Sensitive Positions.

A handwritten signature in blue ink, appearing to be "Director Flores", written over a horizontal line.

Director Flores

A handwritten signature in blue ink, appearing to be "Director Tonascia", written over a horizontal line.

Director Tonascia

**RESOLUTION NO. 2023-23**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SAN BENITO COUNTY WATER DISTRICT  
ADOPTING THE SAN BENITO COUNTY WATER DISTRICT UPDATED  
PERSONNEL RULES AND REGULATIONS**

**WHEREAS**, the San Benito County Water District (“District”) has established Personnel Rules and Regulations (“Rules”) to comply with complex federal and state laws, to ensure consistent treatment of employees in all employment practices, and to educate employees on all employment rules and requirements;

**WHEREAS**, the District last updated the Rules in 2017;

**WHEREAS**, the Rules should be periodically updated to address changes in the law, best practices, and the District’s operations;

**WHEREAS**, the updated Rules contain revisions to make the Rules compliant with current law regarding background checks for employment candidates, anti-harassment and anti-discrimination laws, leaves of absence, disaster service workers, and random drug testing for certain employees, and makes the Rules consistent with the District’s Memorandum of Understanding with SEIU where appropriate;

**WHEREAS**, the District has met and conferred in good faith and reached agreement with the Service Employees’ International Union (SEIU) Local 521, regarding the changes to the Personnel Rules affecting the terms and conditions of employment for represented employees;

**WHEREAS**, these Personnel Rules superseded and replace previous Personnel Rules and Regulations, and corresponding Resolutions;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the San Benito County Water District hereby approves and adopts the updated San Benito County Water District Personnel Rules and Regulations.

Furthermore, the Board of Directors of the San Benito County Water District hereby approves and adopts the updated San Benito County Water District Policy Against Substance Abuse in the Workplace for Employees in Safety Sensitive Positions.



**BE IT FURTHER RESOLVED** that the President of the Board is authorized to sign said Resolution, on behalf of this Board and District.

**PASSED AND ADOPTED** by the Board of Directors of the San Benito County Water District this 29<sup>th</sup> day of November, 2023, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:



*(Signature of presiding Board member  
Attested by Board Secretary  
Resolution #2023-23)*

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Sonny Flores  
President

ATTEST:

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Barbara L. Mauro  
Board Secretary

# **SAN BENITO COUNTY WATER DISTRICT**

## **PERSONNEL RULES AND REGULATIONS**

**Revised November 29, 2023**

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PERSONNEL RULES AND REGULATIONS  
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**ARTICLE I: INTRODUCTION AND GENERAL INFORMATION POLICIES**

**SECTION 1. INTRODUCTION**

These personnel policies and procedures (“Policies”) shall be interpreted, applied and enforced by supervisory and managerial employees of the San Benito County Water District (“District”). It is the desire of the District to foster effective policy dealings at all levels.

**SECTION 2. GENERAL POLICY**

It is the policy of the District that there shall be appointed to District service those persons most competent to carry out the District's public responsibility. Appointments to District positions shall be made on an objective basis considering merit, qualifications, competency, and physical fitness where it is a bona fide occupational qualification.

**SECTION 3. DELEGATION OF AUTHORITY**

To ensure fairness and consistency in personnel matters, the District has designated the General Manager to be responsible for centralized personnel operations.

The District Board of Directors (“Board”) delegates to the General Manager the authority to authorize employment, establish job responsibilities, and perform other personnel actions as to all subordinate employees in accordance with all federal and state laws and regulations and these Policies. The General Manager may delegate responsibility to a designee to perform personnel actions in accordance with this section.

Ultimate authority for interpretation, application and enforcement of these Policies rests with the General Manager, who will be responsible for impartially resolving matters where questions or issues arise. The General Manager may delegate any of the powers and duties conferred upon them to any other officer or management employee of the District. The General Manager or designee will be responsible for initiation of amendments and revisions to these policies and procedures at times determined by the District to be necessary or warranted; initiation or revisions to job descriptions, wage and salary schedules, benefit plan and programs, and performance evaluation systems; and other duties that may be necessary to carry out the practices and provisions of a contemporary personnel system.

As to those elected officials and employees who directly report to the District Board, if any, the District Board retains all authority over all personnel actions as authorized by law and these Policies.

**SECTION 4. NO CONTRACT RIGHT; DISTRICT’S DISCRETION TO MODIFY THESE POLICIES**

These Policies do not create any contract right, or any express or implied contract of employment. The District retains the full discretion to modify these Policies at any time in accordance with law.

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**SECTION 5. APPLICABILITY OF POLICIES**

These Policies apply to all categories of employees of the District unless a specific section or provision excludes them. Independent contractors, volunteers, and Board members are not employees. Article XV: Policy Against Discrimination, Harassment and Retaliation; Complaint Procedure specifically applies to independent contractors, volunteers, and officials, including Board members.

**SECTION 6. CONFLICT BETWEEN THESE POLICIES AND A MEMORANDUM OF UNDERSTANDING**

If a provision of these Policies conflicts with any provision of a valid Memorandum of Understanding between the District and a recognized employee organization, the provision of the collective bargaining agreement that is in conflict shall apply to employees covered by that collective bargaining agreement, unless otherwise agreed by the parties.

**SECTION 7. EMPLOYEE ACCEPTANCE OF POLICIES AND REVISIONS TO POLICIES**

As a condition of employment, all employees are required to read and request necessary clarification of these Policies. Each employee is required to sign a statement of receipt acknowledging that: a) they have received a copy, or has been provided access to, the Policies; and b) they understand that they are responsible to read and become familiar with the contents and any revisions to the Policies.

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**ARTICLE II: CATEGORIES OF EMPLOYEES AND NON-EMPLOYEES**

**SECTION 1. AT-WILL EMPLOYEE**

An at-will employee is one who serves at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. At-will employees include any of the following:

- A. General Manager
- B. Department heads (Manager of Administration, Finance and Business Services, District Engineer, and Operations & Maintenance Manager)
- C. Employees whose positions are funded under a state or federal employment program
- D. Employees designated as temporary
- E. Probationary employees
- F. Unrepresented Management, Confidential and Professional employees, and employees who are party to an employment agreement with the District;
- G. Retired annuitants who are employed by the District in accordance with CalPERS rules and regulations.

**SECTION 2. PROBATIONARY EMPLOYEE**

A probationary employee is one who is serving a probationary period at either: the outset of initial employment with the District; or at the outset of a promotion to a higher classification. During the initial probationary period, a probationary employee serves at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. A probationary employee serving in the initial probationary period is an at-will employee.

**SECTION 3. FOR-CAUSE EMPLOYEE**

A for-cause employee is a represented employee who has satisfactorily completed the initial probationary period. A for-cause employee has a property right in continued employment, and has the right to pre- and post-disciplinary procedural due process and an evidentiary appeal for certain types of disciplinary actions that result in a significant deprivation of property.

**SECTION 4. FULL OR PART-TIME EMPLOYEE**

A full time employee is one whose position is budgeted to work at least forty (40) hours per week. Full-time employees receive all benefits provided in these Policies, unless otherwise provided in an MOU, or an employment agreement approved by the District Board. A part-time employee is one whose position is budgeted to work less than forty (40) hours per week. Part-time employees may have different rights to leave and other benefits under the law or these Policies, depending on the number of hours they work.

**SECTION 5. TEMPORARY EMPLOYEE**

A temporary employee is an at-will employee who is appointed for a short term or seasonal basis, not to exceed six (6) months. A temporary employee serves at-will and at the pleasure of the

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appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. Except as required by law, temporary employees shall not be entitled to benefits provided in these policies.

**SECTION 6. VOLUNTEER**

A volunteer is not an employee, but instead is an individual who provides services to the District for civic or philanthropic reasons and receives no compensation or benefits other than nominal fees and reimbursement of expenses. A volunteer serves at-will and at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.

**SECTION 7. INDEPENDENT CONTRACTOR**

An independent contractor is not an employee, and serves solely pursuant to a contract that has been formed and approved as required by District purchasing policies and procedures.

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**ARTICLE III: RECRUITMENT, SELECTION AND APPOINTMENT POLICY**

**SECTION 1. JOB ANNOUNCEMENT**

The General Manager or designee will prepare a job announcement to announce a proposed recruitment. The announcement may be posted on the District's website and other locations the General Manager or designee deems appropriate, depending upon whether the recruitment is open to the public or current employees only. The announcement will include:

- A. The title and pay for the position;
- B. The nature of the work to be performed and essential job duties of the position;
- C. The minimum qualifications;
- D. A statement of the employment status of the position – for cause or at-will;
- E. The last date that the General Manager or designee will accept applications, if any;
- F. The time, place, and type of the examination, if known, and if a medical examination, and/or a drug screen will be required following a conditional offer of employment; and
- G. Such other information as determined in the discretion of the General Manager or designee.

**SECTION 2. APPLICATION FORMS**

Job applications shall require information describing an individual's training, experience, and other pertinent information as deemed necessary to assess qualifications for the job. Applicants may be required to provide supplementary information, including but not limited to: answers to job-related questions; resume; licenses; certifications; diplomas; letters of recommendation; and references. All applications must be completed in full and signed, physically or electronically, by the person applying. The General Manager or designee will not process any application which is not fully completed and signed. Should an applicant be appointed to a position, the supplemental information shall become a part of the individual's permanent employment records.

**SECTION 3. DISQUALIFICATION OF APPLICATIONS**

The General Manager or designee may reject any application which: is not properly completed or incomplete; received after the application deadline; or indicates that the applicant does not meet the minimum qualifications for the position. Whenever an application is rejected, notice of such rejection shall be mailed or emailed to the applicant.

**SECTION 4. EMPLOYMENT EXAMINATIONS**

- A. The General Manager or designee will determine the manner and methods of administering employment examinations. Examinations may consist of: written tests; oral tests; performance tests; evaluations of prior training and performance, experience and/or education; interviews; working style assessments; practical exercises; file review; or any combination thereof. The content of all examinations will be job-related and designed to test knowledge, skills or abilities that help predict successful completion of job duties.
- B. The content of all examinations will be kept confidential prior to the administration of the examination. All applicants who are invited to the examination will be notified of the nature of the examination.



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- C. An applicant with a disability may request accommodation in an examination process. Following receipt of a request for accommodation, the General Manager or designee may require additional information, such as reasonable documentation of the existence of a disability.
- D. Failure in one part of the examination, or the failure to meet established standards described in the job announcement, may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. Each applicant will be notified by mail whether they will continue in the examination process.
- E. Applicants who meet the minimum qualifications and pass all examinations may be subject to a background and/or reference check.

**SECTION 5. ELIGIBILITY LISTS**

- A. After completion of an open or promotional examination for a classification, the General Manager or designee will prepare an eligibility list consisting of the names of candidates who passed the examination. Eligibility lists shall become effective upon the certification by the General Manager or designee.
- B. A person placed on an eligibility list shall be removed from the list if they so request in writing or fails to respond to notification of an opening within five days after notification.

**SECTION 6. CRIMINAL CONVICTION CHECK**

After the District makes a conditional offer of employment, the General Manager or designee may then request information about criminal convictions, except for misdemeanor marijuana-related convictions that are over two years old, or convictions that have been judicially sealed, eradicated, or expunged. The applicant may be subject to a Department of Justice background check. Unless required by law, the District will not deny employment to any applicant solely because they have been convicted of a crime. The District may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position.

**SECTION 7. APPOINTMENTS**

- A. The General Manager or designee will make all appointments except for those classifications that report directly to the governing body. The General Manager or designee has discretion to decide in what manner a vacancy shall be filled. Vacancies may be filled by reinstatement, promotion, transfer, demotion, appointment of temporary / seasonal employees, or from an appropriate eligibility list if available. No specific list shall have priority over other lists. The District Board will make appointments for those classifications that report to it.
- B. When a position is to be filled from a promotional or open eligibility list, the General Manager or designee may choose from the specified list one of the top candidates on the eligibility list. If no person among the top three candidates indicates a willingness to accept the appointment, the General Manager or designee may make the appointment from among the remaining names on the eligibility list, may request a new examination and establish a new eligibility list, or may fill the position by any other method authorized by these Policies.

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- C. Appointment to certain positions may be made contingent upon the applicant/employee passing a drug/alcohol test, and/or a job-related medical and/or psychological examination. Such examination shall only be required after a conditional offer of employment has been made.
- D. The person accepting appointment shall report to the General Manager or designee on the date designated by the General Manager or designee. Otherwise, the applicant shall be deemed to have declined the appointment.

**SECTION 8. PROBATIONARY APPOINTMENT**

- A. All Employees Are Considered At-Will During the Probationary Period: The probationary period is part of the examination process and is used to determine whether work performance or work-related behavior meets the required standards of the position. A probationary employee may be released from employment at any time during the probationary period with or without cause or reason, without notice, without right to an appeal or grievance, and without any rights set forth under Article VII of these Policies entitled "Disciplinary Procedures." The probationary employee will be notified prior to the expiration of the probationary period that they have been released from employment.
- B. Length of Probation: Unless otherwise specified by memorandum of understanding or these Policies, the probationary period is the greater of twelve (12) months or 2080 hours of actual and continuous service. The probationary period is automatically extended by the length of any absence of one work week or more. To be eligible to use accrued vacation leave and personal leave, an employee must have at least six (6) months of regular employment with the District.

**SECTION 9. PROBATIONARY PERIOD FOR PROMOTIONAL APPOINTMENTS**

- A. At-Will Status: A promotional probationary employee may be released at any time during the promotional probationary period with or without cause or reason, without notice, without right to an appeal or grievance, and without any rights described in Article VII of these Policies entitled "Disciplinary Procedures." If the employee fails to satisfactorily complete the probationary period in the promotional position, the employee may return to the position held prior to promotion at the range and step held prior to promotion, if there is a vacancy in the prior position, unless they are terminated for cause.
- B. Length of Probation: On accepting a promotion, an employee serves a new probationary period of the greater of six (6) months or 1,040 hours of actual and continuous service. The probationary period is automatically extended by the length of any absence of a week or more.

**SECTION 10. PROMOTION**

Notice of all job vacancies shall be posted for no less than ten (10) working days in the break room and shop area, and shall provide a minimum of five (5) administrative work days to allow for receiving internal applications. The filling of posted vacancies shall not take place until the application deadline has passed.

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**ARTICLE IV: NEPOTISM AND FRATERNIZATION POLICY**

**SECTION 1. POLICY**

The District regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale. This policy is intended to avoid conflicts of interest between work-related and personal/family obligations; reduce favoritism or even the appearance of favoritism; prevent personal/family conflicts from affecting the workplace; and decrease the likelihood of sexual harassment and/or gender discrimination in the workplace.

**SECTION 2. DEFINITIONS**

- A. "Relative" means child, step-child, parent, grandparent, grandchild, sibling, half-sibling, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.
- B. A "romantic and/or sexual relationship" exists when two District employees become personally involved with each other to the point that there is dating, exchange of personal affection, sexual or physical intimacy and/or cohabitation. The term "dating" includes but is not limited to one or more social meetings under circumstances that may lead to exchange of personal affection, and sexual or physical intimacy.
- C. "Spouse" means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.
- D. "Supervisory relationship" means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to their District appointment.

**SECTION 3. EMPLOYMENT OF RELATIVES**

The District will not appoint, promote or transfer a person to a position within the same department, division, or facility in which the person's relative already holds a position, if any of the following would result:

- A. A direct or indirect supervisory relationship between the relatives; or
- B. The two employees having job duties which require performance of shared duties on the same or related work assignment;
- C. Both employees having the same supervisor; or
- D. A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

**SECTION 4. SPOUSES OR DOMESTIC PARTNERS:**

The District will not appoint, promote, or transfer a person, to the same department, division, or facility in which the person's spouse or registered domestic partner already holds a position, if

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such employment would result in any of the following:

- A. One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner;
- B. A potential for creating an adverse impact on supervision, safety, security, morale or efficiency; or
- C. Potential conflicts of interest or hazards for married persons or those in domestic partnership which are greater than for those who are not married or in domestic partnerships.

**SECTION 5. MARRIAGE OR DOMESTIC PARTNERSHIP AFTER EMPLOYMENT**

- A. Transfer: If two District employees who work in the same department later become spouses, registered domestic partners, or otherwise related by marriage, the General Manager or designee has discretion to transfer one of the employees to a similar position in another department. Although the wishes of the two employees will be considered, the General Manager or designee retains sole discretion to determine which employee will be transferred based upon District needs for supervision, safety, security or morale. Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.
- B. Separation: If continuing employment of both employees, who work in the same department and who later become spouses or domestic partners, cannot be accommodated in a manner the General Manager or designee finds to be consistent with the District's interest in the promotion of supervision, safety, security, or morale, then the General Manager or designee retains sole discretion to separate one employee from District employment. Absent the resignation of one employee, the General Manager or designee shall select one employee to be separated, taking into consideration qualifications, experience, performance and/or seniority with the District. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

**SECTION 6. FRATERNIZATION**

- A. Romantic Relationships Between Supervisors and Subordinate Employees Are Prohibited. Public trust, safety and District morale require that employees avoid the appearance of a conflict between their professional responsibilities and any involvement that they may have in a romantic or sexual relationship with other District employees. In order to promote efficient operation of the District and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, morale, and possible claims of sexual harassment and/or gender based discrimination, romantic and/or sexual relations between supervisors and their direct or indirect subordinate employees are prohibited.
- B. Romantic Relationships Between Co-Employees In The Same Department Are Prohibited. Public trust, safety and District morale require that employees avoid relations that may negatively impact the efficient operation of the District. In order to promote efficient

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operation of the District and to avoid formation of cliques and factions, claims of sexual harassment and gender based discrimination, and the blurring of professional and personal responsibilities and relationships in the workplace, romantic and/or sexual relationships between co-employees in the same Department are prohibited.

C. Enforcement: Employees are required to report to the General Manager the development of their own romantic and/or sexual relationships between supervisors and subordinates, and between co-employees. The District reserves the right to investigate situations in the workplace to determine whether a romantic and/or sexual relationship exists and therefore presents a possible violation of this Policy. If an employee reports, or the District determines, that a proscribed relationship (as defined by this policy) exists, remedial and/or disciplinary measures, including but not limited to a transfer, reassignment, or dismissal, shall be utilized to mitigate issues that arise relevant to the enforcement of this policy.

1. The District retains the right to refuse to place employees engaged in relationships prohibited by this policy in the same department where it has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.
2. In order to implement such policies, and where the above circumstances exist and mandate that employees shall not work in a prohibited relationship, the District will attempt to transfer one party to the proscribed relationship to a similar classified position in another District Department, should such a position exist, be available, and should the employee possess the skills and qualifications necessary to perform the essential duties of the position.

Although the wishes of the involved parties as to which individual will be transferred will be given consideration by the District, the controlling factor in determining who is to be transferred shall be the positive operation and efficiency of the District. If any such transfer results in a reduction in salary or compensation, applicable and legally required due process procedures shall be applied.

3. In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which an employee in a proscribed relationship can be transferred, that employee may continue to be employed within the same District department subject to approval by the Department Manager and the General Manager or designee.

However, any such continuing employment is predicated upon both subject employees not reporting to the same immediate supervisor; not being supervised by each other; not working the same shift at the same work site; or, otherwise becoming involved in a work environment having the potential for adverse impact on supervision, safety, security or morale.

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4. If continuing employment of employees in a relationship prohibited by this Policy cannot be accommodated consistent with the District's interest in promotion of safety, security, morale and efficiency, then the District retains sole discretion to separate one of the parties from District employ. Absent the resignation of one employee, the General Manager or designee shall select one employee to be separated, taking into consideration qualifications, experience, performance and/or seniority with the District. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

The provisions of this fraternization policy are not applicable to individuals employed by the District on or before the date of adoption of this policy in their current state of marriage or cohabitation. As such, a change in marital status/cohabitation, etc. of any current employee, will result in the applicability of this policy. Furthermore, those employees are subject to any and all employment-related actions by the District, that are permissible pursuant to existing District policies and procedures to address conduct that may be negatively impacting the work environment.

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**ARTICLE V: LIMITATIONS ON OUTSIDE EMPLOYMENT**

**SECTION 1. NO OUTSIDE EMPLOYMENT WITHOUT PRIOR APPROVAL**

An employee shall not engage in any paid or self-employment, activity, or enterprise which is inconsistent, incompatible or in conflict with their District duties, functions, responsibilities, or that of the department in which they are employed at the District. In order to avoid perceived or actual conflicts of interest that may arise from outside employment, all employees must obtain written approval from the General Manager or designee prior to undertaking any outside employment as described in this Policy.

**SECTION 2. AUTHORIZATION AND APPEAL PROCESS**

- A. Written Request: Any employee who wants to undertake a paid outside employment, activity, or enterprise must submit a written request to their department head. The written request must include: the work hours and/or time required; job title or the nature of the activity; the work location; and the supervisor, manager and name of the employer or activity.
- B. Analysis and Decision: The General Manager or designee will determine if the outside employment, activity, or enterprise is compatible with the employee's employment at the District. If the General Manager or designee determines such activity is compatible, or would be if any conditions or restrictions applied, they will authorize the activity and specify the conditions/restrictions in writing, give the employee the outside employment authorization, and place a copy of the written authorization in the employee's personnel file.
- C. One Year Authorization: An outside employment authorization is valid only up to one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, they must make another request following the process in this Policy.
- D. Appeal: If the General Manager or designee denies an employee's outside employment request, the employee may submit a written notice of appeal to the Board of Directors within 10 days after the date of the denial. The decision on appeal will be put in writing, provided within 10 days after the receipt of the appeal, and will be final.

**SECTION 3. PROHIBITED OUTSIDE ACTIVITIES**

An employee's outside employment, activity, or enterprise may be prohibited if it:

- A. Involves the use for private gain or advantage of District time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of the District or employment at the District;
- B. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the District for the performance of an act which the employee would be required or expected to render in the regular course of their District employment;

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- C. Involves the performance of an act in other than their capacity as a District employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which they are employed; or
- D. Involves time demands that would render the employee's performance of their regular District employment less efficient or dangerous to the employee.

**SECTION 4. CHANGES IN OUTSIDE EMPLOYMENT STATUS**

The employee must promptly report in writing to the General Manager or designee any of the following changes that may occur during the year of an authorized outside employment: the outside employment ends; or the authorized employment changes as to the number of work hours, location, or types of duties.

**SECTION 5. REVOCATION / SUSPENSION OF OUTSIDE EMPLOYMENT AUTHORIZATION**

Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below. An employee may appeal the revocation or suspension as provided in this Policy.

- A. The employee's work performance declines; or
- B. An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the District.

**SECTION 6. USE OF DISTRICT EQUIPMENT PROHIBITED**

An employee shall not use any District equipment, vehicles, tools, supplies, machines, or any other item that is District property while an employee is engaged in any outside employment, activity or enterprise, except with the written permission of the General Manager.



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**ARTICLE VI: STANDARDS OF CONDUCT**

In order for the District to conduct its business efficiently, all employees are expected to meet our standards of performance, attendance and behavior. The expected standard for all employees in the service of the District shall be to render the best possible service to the public, to reflect credit upon the District and to serve the public interest. The tenure of every employee shall be conditioned on good behavior and satisfactory performance of duties.

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**ARTICLE VII: DISCIPLINARY PROCEDURES**

**SECTION 1. POLICY**

The District's policy on disciplinary actions is founded on the premise that the actions are to be corrective, and any disciplinary actions should reinforce and shape employee behavior in the reasonable and necessary direction. The tenure of every employee in the District shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with due consideration of the employee's prior performance record. Disciplinary actions will be progressively more severe; however, the response for certain first time, serious offenses may not be the action usually prescribed as an initial step in the normal progressive discipline process.

**SECTION 2. BASIS FOR DISCIPLINARY ACTIONS**

The General Manager or designee shall have the power to reprimand, demote, suspend or discharge employees for cause. Alleged employee actions reported by the employee's supervisor which may result in disciplinary actions shall be investigated to their conclusion by the General Manager or designee.

- A. Paid Administrative Leave: The District has the right to place an employee on leave with full pay for non-disciplinary reasons at any time when the General Manager or designee has determined that the employee's and/or District's best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

**SECTION 3. CAUSES FOR DISCIPLINE**

Employees may be disciplined for, including but not limited to, any of the following causes of discipline:

- A. Any act or omission by an employee, whether or not in their capacity as an employee, tending to bring discredit to the District, adversely affecting the performance of the employee or others in the performance of their duties, or any act or omission in their capacity as an employee which is used by the employee for their personal profit or gain.
- B. Violation of any department rule or District policy, regulation, ordinance or resolution,
- C. Insubordination, including improper conduct toward a Supervisor or refusal to perform tasks assigned by a Supervisor in the appropriate manner.
- D. Selling, distributing, possessing or using illegal drugs or alcoholic beverages on District property or appearing for work under the influence of alcohol or illegal drugs.
- E. Unauthorized release of confidential information concerning the District employees, the District or its customers.
- F. Theft or willful damage to District or another employee's property.
- G. Making any false representation or statement, or making any omission of a material fact;
- H. Willful altering or falsifying of a District record or document.

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- I. Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;
- J. Possessing explosives, firearms or other lethal weapons on District property.
- K. Conduct unbecoming an employee in public service.
- L. Absence without authorized leave or tardiness.
- M. Incompetence or inefficiency.
- N. Discourteous treatment of the public or other employees.
- O. Reckless or unsafe conduct, or conduct in violation of safety rules.
- P. Excessive absenteeism and/or tardiness as defined by the employee's department head and/or these policies.
- Q. Use of leave from work in a manner not authorized or provided for under District policies.
- R. Unsatisfactory job performance.
- S. Damaging any District property, equipment, resource, or vehicle, or the waste of District supplies through negligence or misconduct.
- T. Dishonesty.
- U. Misuse or unauthorized use of any District work time or property, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, District communication systems, District vehicles or intellectual property.
- V. Mishandling of public funds.
- W. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
- X. Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties.
- Y. Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the District.
- Z. Working overtime without prior authorization or refusing to work assigned overtime.
- AA. Carrying firearms or other dangerous weapons while on duty when not required by job duties.
- BB. Horseplay or fighting.

**SECTION 4. TYPES OF DISCIPLINE**

The following are types of counseling, reprimands and discipline which the District may impose:

- A. **Oral Reprimand**: The oral warning verbally notifies an employee that their performance or behavior must be improved. The warning will define the areas in which improvement is required, set up goals leading to this improvement, and will inform the employee that failure to improve will result in more serious action.

To provide both the District and employee with a permanent record of a specific violation, a written memo will be given to the employee confirming the conversation; the memo will state the offense and consequences if corrective action is not taken. No record is placed in the employee's permanent personnel file unless subsequent action is necessary. An oral reprimand may be retained in the supervisor's file until the completion of the evaluation year, and then documented in the performance evaluation, as the supervisor deems

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necessary. An oral reprimand is not subject to the discipline appeal procedures described below.

- B. Written Reprimand: A written warning is a formal notice to an employee that further disciplinary action will be taken unless the employee's behavior or performance improves. The content of the written warning will define what occurred, the date and time of the event which is the cause of the reprimand, what was violated by the employee, what the employee is expected to do to correct the situation, and the employee's rebuttal process. The written reprimand shall be signed by the General Manager countersigned by the employee. If the employee refuses to sign, such refusal shall be noted as such on the written reprimand. When the written reprimand is issued, the employee shall receive one (1) copy with both signatures affixed. One (1) copy is placed in the employee's permanent personnel file. The employee shall be granted ten (10) working days after the date of the written warning to file a written response to any facts in questions; this written answer shall also be placed in the employee's permanent personnel file, and receipt shall be acknowledged by General Manager's signature and date. A written reprimand is not subject to the discipline appeal procedures described below.
  - C. Suspension: The General Manager may suspend an employee from their position, without pay, for disciplinary reasons. Employees suspended from District service without pay shall be considered to be in unpaid status and shall forfeit all rights, privileges, and benefits earned during the suspension period. A suspension is subject to the discipline appeal procedures described below.
  - D. Demotion: The General Manager may demote an employee from their position to a lower paid position for cause. Documents related to a demotion shall become part of the employee's personnel file when the demotion is final and documented in the performance evaluation. A demotion is subject to the discipline appeal procedures described below.
  - E. Reduction in Pay: The General Manager may reduce the pay of an employee for cause. A reduction in pay for disciplinary purposes may take one of three forms: 1) a decrease in salary to a lower step within the salary range; 2) a decrease in salary paid to an employee for a fixed period of time; or 3) reduction in future accrual of vacation or management leave. Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation. A reduction in pay is subject to the discipline appeal procedures described below.
- Employees who are exempt from the Fair Labor Standards Act (FLSA) overtime requirements are not subject to pay reduction, except reduction in future accrual of vacation or management leave.
- F. Termination: The General Manager may terminate an employee from their position for cause. Employees terminated shall be paid salary, vacation or paid days in lieu of holidays accumulated to the effective date of termination. Documents related to a termination shall become part of the employee's personnel file when the termination is final and documented

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in the performance evaluation. A termination is subject to the discipline appeal procedures described below.

**SECTION 5. DISCIPLINE PROCEDURES**

The following discipline procedures only apply to the District's for-cause employees. All employees other than for-cause employees, namely temporary, at-will, and probationary employees, may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below. The following discipline procedures apply only to suspension without pay, reduction in pay, demotion, or dismissal.

A. "Skelly" Notice of Intended Disciplinary Action to Employee: A written notice of the intended disciplinary action shall be given to the employee, which will include the following information:

- The level of the intended discipline;
- The specific charges that support the intended discipline;
- A summary of the facts that show the elements of each charge at issue in the intended discipline;
- A copy of all materials upon which the intended discipline is based;
- Notice of the employee's right to respond to the Department Manager regarding the intended discipline within ten (10) working days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both;
- Notice of the employee's right to have a representative of their choice at the *Skelly* conference; and
- Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

The District will provide a copy of the *Skelly* notice to the employee's labor representative, if applicable, unless the employee opts for the labor representative to not receive the notice.

- B. Response by Employee and *Skelly* Conference: If the employee requests a *Skelly* conference, the Department Manager or designee will conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to rebut the charges against them and present any mitigating circumstances. The Department Manager will consider the employee's presentation before issuing the disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.
- C. Final Notice of Discipline: After the *Skelly* conference and/or timely receipt of the employee's written response, the Department Manager will: 1) take no disciplinary action; 2) modify the intended discipline; or 3) impose the intended disciplinary action. In any case, the Department Manager will provide the employee with a notice that contains the following:

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- The level of discipline, if any, to be imposed and the effective date of the discipline;
- The specific charges upon which the discipline is based;
- A summary of the facts that show the elements of each charge at issue in the intended discipline;
- A copy of all materials upon which the discipline is based; and
- A reference to the employee's appeal right and deadline to appeal.

D. Delivery of the Final Notice of Discipline: The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee, or delivered to the employee in person. If the notice is not deliverable because the employee has moved without notifying the District or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

**SECTION 6. DISCIPLINE APPEAL PROCEDURES**

The following appeal procedures only apply to the District's for-cause employees. All employees other than for-cause employees may be disciplined or separated at will, with or without cause, and without the disciplinary appeal procedures listed below. The following appeal procedures apply only to suspension without pay, demotion, reduction in pay or dismissal.

- A. Request for Appeal Hearing: An employee may submit a written request for appeal to the General Manager or designee within fourteen (14) days from: 1) receipt of the final notice of discipline; or 2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.
- B. Appeal Hearing Officer: The appeal shall be heard by the Board of Directors, or at the discretion of the Board of Directors, by an individual designated by mutual agreement of the Board of Directors and Union. If the parties fail to reach mutual agreement over the hearing officer, the Board of Directors shall select the hearing officer through State Mediation and Conciliation Service (SMCS).
- C. Date and Time of the Appeal Hearing: Once the appeal hearing officer (defined as the Board of Directors or appointed hearing officer) has been determined, the Board of Directors or appointed hearing officer will set a date for an appeal hearing. The employee shall be notified in writing at least 21 days prior to the hearing of the scheduled date.
- D. Prehearing Notice of Witnesses and Evidence: No later than 10 days before the hearing date, each party will provide the other and the appeal hearing officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The District will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed, unless that party can show that the party

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could not have reasonably anticipated the need for the witness or exhibit, in which case the other party shall have the right to introduce rebuttal witnesses/evidence.

- E. Subpoenas: Upon the request of either party, and upon their own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving their own subpoenas. District employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. District employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying.
- F. Continuances: The appeal hearing officer may continue a scheduled hearing only upon good cause shown.
- G. Record of the Appeal Hearing: The hearing shall be recorded, either electronically or by a court reporter, at the option of the District. If the District orders a transcript or makes a transcript of the recording, the District will notify the employee within three days of ordering or making the transcript, and will provide a copy of the transcript upon receipt of the costs of duplication.
- H. Employee Appearance: The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any person they may select.
- I. Conduct of the Hearing:
  - 1. Sworn Testimony: All witnesses shall be sworn in prior to testifying. The Board of Directors or hearing officer or court reporter shall request each witness to raise their hand and respond to the following: "Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?"
  - 2. Evidence: Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but over timely objection shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions. The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The appeal hearing officer shall determine the relevance, weight and credibility of testimony and evidence.
  - 3. Exclusion of Witnesses: During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.
  - 4. Burden of Proof: The District has the burden of proof by the preponderance of the evidence.

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5. Authority of Hearing Officer: The Board of Directors or appeal hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these Policies.
6. Professionalism: All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the appeal hearing officer.
7. Presentation of the Case: The parties will address their remarks, evidence, and objections to the appeal hearing officer. The appeal hearing officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The appeal hearing officer may limit redundant or irrelevant testimony, or directly question the witness. The hearing will proceed in the following order unless the appeal hearing officer directs otherwise:
  - a. The District is permitted to make an opening statement;
  - b. The employee is permitted to make an opening statement;
  - c. The District will produce its evidence;
  - d. The employee will produce its evidence;
  - e. The District, followed by the employee, may present rebuttal evidence;
  - f. Oral closing arguments of no more than 20 minutes may be permitted at the discretion of the appeal hearing officer. The District argues first, the employee argues second, and if the District reserved a portion of its time for rebuttal, the District may present a rebuttal.
8. Written Briefs: Either party may request to submit a written brief and/or a draft decision. The appeal hearing officer will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.
9. Appeal Hearing Officer's Recommended Decision: Within 60 days of the conclusion of the hearing, the appeal hearing officer shall make written findings and a recommended decision as to the discipline.
10. Board Review: The Board of Directors shall review the findings and recommendations of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the Board of Directors is final. There is no process for reconsideration.
11. Proof of Service of the Written Findings and Decision: The District will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. It shall be the responsibility of the employee to inform the District of their address.
12. Challenge by Writ: Pursuant to Code of Civil Procedure section 1094.6, the parties have 90 days from the date of the proof of service of mailing of the written findings and decision to appeal the District's decision on the appeal to the Superior Court in and for the County of San Benito.



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**ARTICLE VIII: SALARY ADMINISTRATION**

**SECTION 1. CLASSIFICATION**

The General Manager or designee shall ascertain and record the duties and responsibilities of all positions and, after consulting with affected department heads, shall recommend a classification plan, including job descriptions, for such positions. The Board of Directors shall approve the establishment and revision of classification titles for all positions in the District. The basis for job classification shall include definition, typical duties and responsibilities, and the training, experience and other qualifications required for satisfactory performance. Following the approval of the classification plan, the General Manager or designee shall allocate every position to one of the classifications established by the plan.

- A. Reclassification: The General Manager or designee may initiate a job audit to determine whether the duties of a position have changed to such an extent that they necessitate reclassification of the position from the existing classification to a more appropriate classification. Upon completion of the job audit, the Manager of Administration, Finance and Business Services Assistant Manager shall make a recommendation regarding reclassification to the General Manager.

**SECTION 2. SALARY SCHEDULE**

The Board of Directors shall adopt a base salary schedule and classification list. The classification list assigns classification titles to salary ranges on the base schedule. The salary schedule and classification list shall not be changed without prior approval by resolution of the Board of Directors.

**SECTION 3. SALARY ADJUSTMENT AND SERVICE TIME**

An employee placed in the first step of a new range, or receiving a two-step or more range increase as a result of promotion or reclassification, shall receive a new salary anniversary date as of the date of promotion or reclassification for purposes of determining future step increases.

**SECTION 4. STEP ADVANCEMENT**

The District maintains an eight-step salary schedule which is designed to make possible periodic salary increases up to the maximum salary step for each range. The advancement of the employee through the steps in a salary range is intended as recognition of the normal and expected proficiency that comes with experience, training, and progressive improvement in job skills and performance over time.

Step advancements are subject to satisfactory performance, the favorable recommendation of the employee's supervisor and the approval of the General Manager.

- A. Annual Review for Advancement. After successful completion of the twelve month probation period an employee is eligible upon recommendation of the employee's supervisor and approval of the General Manager, to advance to the next higher step in the salary range. Thereafter, the employee is eligible to advance to the next higher step in the

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salary range based on the time and step set forth in the salary schedule until reaching the top step for the employee's classification. An employee who receives an "exceptional" overall rating on their performance evaluation may receive a double step increase, subject to the approval of the General Manager.

- B. Withholding Step Advancements. The General Manager has the authority and responsibility to withhold step advancements if such advancements are not merited. Supervisors have the responsibility to monitor and evaluate employee performance and shall keep their supervised employees informed about their job performance, giving good performances proper recognition and any and all deficient performances practical guidance and assistance toward improvement to satisfactory levels. Employees with continuing deficient performance shall be placed in the Performance Improvement Programs and are not eligible for step advancements.

In withholding a step advancement, the General Manager shall notify the employee in writing as to the reasons and receipt of such notification shall be acknowledged by the employee.

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**ARTICLE IX: HOURS OF WORK**

**SECTION 1. STANDARD WORK WEEK AND 7-DAY WORK PERIOD**

Work schedules are determined at the discretion of the General Manager and are subject to change with or without notice, according to the needs of the District. An overtime-eligible employee shall be in attendance and at work during the hours specified by the supervisor.

The seven (7) day consecutive work period will be a 168-hour period beginning at 12:00 a.m. on Monday and ending at 11:59 p.m. on Sunday.

The standard work week consists of a forty (40) hour period worked on five (5) days within a seven (7) day, consecutive work period.; provided that;

- A. Office hours at the District shall be at least 8:00 a.m. to 5:00 p.m., Monday through Friday, inclusive of a meal period.
- B. Field service hours shall be at least eight and one half (8 1/2) consecutive hours between 6:30 a.m. and 6:30 p.m. inclusive of a meal period.
- C. The District shall maintain an emergency response capability 24 hours per day, seven days per week.

**SECTION 2. OVERTIME**

Overtime shall be defined as actual hours by FLSA non-exempt employees worked in excess of forty (40) hours in a seven (7) day work week as defined by Article XI, Section 1 entitled "Standard Work Week and 7-Day Work Period," Unless otherwise provided by the District's Memorandum of Understanding covering represented employees.

Overtime compensation shall be at one and one half (1-1/2) of the employee's base hourly rate of pay for each hour of non-FLSA overtime worked.

Overtime compensation shall be at one and one half (1-1/2) of the employee's regular hourly rate of pay for each hour of FLSA overtime worked.

FLSA non-exempt employees required to work on a holiday shall receive paid compensation at a rate of one and one-half (1-1/2) times the employee's applicable rate of pay for each hour of overtime worked, plus shall receive the employee's regular paid compensation for the holiday.

All overtime work must be pre-approved by the employee's supervisor. Working overtime without prior authorization or approval is grounds for discipline.

In exceptional or emergency circumstances where overtime is required and there is no opportunity to obtain such authorization or approval, an employee shall report the overtime hours worked and the purpose to their supervisor at the first opportunity. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working. Failure to follow

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these overtime approval procedures may subject the employee to disciplinary action, up to and including termination, for violating the overtime approval procedures.

**SECTION 3. ACCURATE TIME REPORTING**

All employees must accurately report all work time to the nearest fifteen (15) minutes.

**SECTION 4. NO VOLUNTEERING OF WORK TIME**

All time spent for the benefit of the District must be reported as hours worked on time records so that the employee is paid for all work. Overtime-eligible employees may not "volunteer" work time to perform duties that are the same or similar as their stated or regular job duties. Employees have no authorization to work without compensation. No supervisor has authority to request overtime-eligible employees to volunteer work time.

**SECTION 5. COMPENSATORY TIME OFF**

- A. their Employee Request to Use CTO: For compensatory time off that was earned as of July 1, 2023, employees will request compensatory time off of three (3) days or less at least one (1) week in advance, except as approved by the General Manager. Employees will request compensatory time off of more than three (3) days at least fourteen (14) calendar days in advance, except as approved by the General Manager. The District will grant an employee's request to use accumulated CTO provided that the department can accommodate the use of CTO on the day requested without undue disruption to department operations. If the department cannot accommodate the time off without undue disruption, the District will provide the employee the opportunity to cash out the amount of CTO requested at the end of the current pay period.

B. Value of CTO Cash Out:

1. Accrued, unused CTO earned as a result of working FLSA overtime shall be cashed out at separation from District service at the employee's current FLSA regular rate of pay, or their average FLSA regular rate for the prior three years, whichever is higher.
2. Accrued, unused CTO earned as a result of working non-FLSA overtime shall be cashed out at separation, at the employee's current base rate of pay.

**SECTION 6. MEAL PERIOD**

A non-compensated meal period of between thirty (30) and sixty (60) minutes will be provided to all overtime-eligible full-time employees who work more than five (5) hours during the work day. Overtime-eligible employees are responsible for taking their meal period at a time designated by the supervisor.

**SECTION 7. REST PERIOD**

A 15-minute compensated rest period will be provided to all overtime-eligible employees for each four (4) hour period of service. The rest period shall be taken at a time designated by the

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employee's supervisor. Rest periods may not be combined to shorten the workday or to extend the meal period.

**SECTION 8. LACTATION BREAK TIME**

The District will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break to already provided to the employee. An overtime-eligible employee who wishes to express breast milk for her infant child during her scheduled work hours will receive additional unpaid time beyond the 15-minute compensated rest period, or may choose to use accrued leave. Those desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

- A. Private Location: The District will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:
1. Be shielded from view and free from intrusion while being used to express milk;
  2. Be safe, clean, and free of hazardous materials;
  3. Contain a surface on which to place a breast pump and personal items;
  4. Contain a place to sit; and
  5. Have access to electricity needed to operate an electric battery-powered breast pump.

Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

The District will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area.

- B. Storage of Expressed Milk: Any employee storing expressed milk in any authorized refrigerated area within the District shall clearly label it as such. No expressed milk shall be stored at the District beyond the employee's work day/shift.

**SECTION 9. LACTATION ACCOMMODATION**

An employee may make a request for lactation accommodation, either orally or in writing, to the General Manager or designee. Following receipt of a request for lactation accommodation, the District will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee who does not believe that the District is providing an appropriate lactation accommodation should immediately inform the General Manager. An employee who does not believe that the District is providing an appropriate lactation accommodation as required by state

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law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

**SECTION 10. NO REMOTE ACCESS FOR OVERTIME-ELIGIBLE EMPLOYEES**

Unless the General Manager or designee specifies otherwise in writing, overtime-eligible employees may not have remote access to District equipment, resources, or email, with the exception of employees assigned to on-call status.

If overtime-eligible employees are granted remote access to District equipment, resources, or email, an employee may only use such remote access to conduct work on behalf of the District during work time that has been approved in advance by the employee's supervisor.

**SECTION 11. ADVANCE REQUEST FOR PERMISSION TO DEVIATE FROM REGULAR WORK HOURS**

An overtime-eligible employee is required to seek advance permission from their supervisor for any foreseeable absence or deviation from regular working, break, and meal times.

**SECTION 12. NOTIFICATION OF UNFORESEEN LATE ARRIVAL OR ABSENCE**

An overtime-eligible employee who is unexpectedly unable to report for work as scheduled must notify their immediate supervisor no later than the beginning of the employee's scheduled work time and report the expected time of arrival or absence. If the immediate supervisor is not available, the employee must notify the General Manager or designee.

**SECTION 13. UNAUTHORIZED ABSENCE IS PROHIBITED**

Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, absent authorization. An overtime-eligible employee who fails to timely notify the supervisor of any absences as required by this Policy, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence.

**SECTION 14. EXCESSIVE TARDINESS/ABSENTEEISM AND ABUSE OF LEAVE**

Excessive tardiness occurs when an overtime-eligible employee who, without authorization, is late to work or late to return from breaks more than three (3) times during any 30-day period. Excessive absenteeism occurs when the number of unapproved absences for reasons that are not permitted by state or federal law, exceeds three (3) days in any three-month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.

Abuse of, or misrepresentation of, any form of accrued or unpaid leave time may be grounds for discipline, up to and including termination. Should the District suspect that there is an abuse of leave by an employee, the District may require that the employee submit a physician's certificate to support the absence.

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**ARTICLE X: SEPARATION FROM SERVICE**

**SECTION 1. TYPES OF SEPARATION**

All separations of employees from positions in District employment are designated as one of the following types:

- A. Probationary Release;
- B. Release of temporary employee;
- C. Resignation;
- D. Retirement;
- E. Job abandonment;
- F. Layoff;
- G. Non-disciplinary separation;
- H. Disciplinary separation.

**SECTION 2. PROBATIONARY RELEASE**

Probationary employees serving in their initial probationary period with the District may be released at any time during the probationary period as recommended by the General Manager or designee, without cause or reason or notice. A released probationary employee has no right to appeal or to submit a grievance regarding their release from employment.

**SECTION 3. RELEASE OF TEMPORARY EMPLOYEES**

A temporary employee may be separated at any time, without cause, and without right to any appeal or grievance.

**SECTION 4. RESIGNATION**

An employee who wishes to resign their District employment in good standing must submit written notice of resignation to the General Manager or designee at least two weeks prior to the planned separation date. The written notice must state the reasons for the resignation. Failure to follow the aforementioned procedure may be cause for denying future employment with the District. A resignation becomes final when the General Manager or designee accepts the resignation in writing. Once a resignation has been accepted, it is final and irrevocable. A resignation can be accepted by the General Manager or designee even if it is submitted less than two weeks prior to the planned resignation date.

**SECTION 5. RETIREMENT**

An employee planning to retire must provide a written notice to the General Manager or designee at least 30 days prior to the effective date of the retirement. A notice of retirement becomes final when the General Manager or designee accepts the notice of retirement in writing. Once a notice of retirement has been accepted, it is final and irrevocable.

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**SECTION 6. JOB ABANDONMENT**

An employee is deemed to have resigned from their position if they are absent for three (3) consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence. The employee will be given written notice, at their address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who promptly responds to the District's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the General Manager or designee before final action is taken, to explain the unauthorized absence and failure of notification. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee separated for job abandonment has the right to a post-separation appeal.

**SECTION 7. LAYOFF**

Whenever, in the judgment of the Board of Directors, a reduction in personnel is necessary due to lack of work or other legitimate reasons, any employee may be laid off or demoted for non-disciplinary purposes.

**A. Order**

The following procedure is established to provide an equitable and objective method of layoff for employees. Layoffs shall be by job classification and a Layoff List shall be created by the District in the following order:

1. Probationary personnel in the order as determined by the District.
2. Permanent personnel in the order of least continuous service (excluding leaves without pay) in the subject classification. If two or more employees in a classification to be laid off have the same length of employment, the employee to be laid off will be decided based on performance.

Exceptions to the order as outlined above may be made by the District on the basis of negative performance or special qualifications required by the District.

**B. Employee Options**

Permanent employees displaced by layoff as outlined above may have the following options:

1. Accept layoff and be placed on a Reemployment List for three (3) years.
2. Be placed in an equal paying or lower paying vacant, permanent or temporary position which the District intends to fill, and for which the individual is found to be qualified. Selection from among individuals to be laid off to fill vacant positions shall be the District's hiring procedure, with competition to be limited to personnel scheduled for layoff.
3. Displace an individual in an equal paying or lower paying classification in the same or closely related occupational position as the present classification, provided (1)



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the displacing employee has greater total continuous service in the equal paying or lower paying class, and the class from which the individual is being laid off, than the current incumbent has in the present classification, and (2) the displacing employee is found to possess the necessary skills, license, and expertise to perform the duties of the position. Employees displaced by this option will, for the purpose of this section, be subject to layoff and will be provided the options in this paragraph B.

**C. Re-Employment List**

Laid off permanent employees who so choose may be placed on a Reemployment List in reverse order of their continuous service in the classification from which they were laid off and will remain on that Reemployment List for a period not to exceed three (3) years. The Reemployment List will be used to fill vacant permanent and temporary positions when the list contains the names of employees found to be qualified for vacancies. Offers of employment will be made in the order of the names on the list, and the District will appoint the first employee on the list who is found to be qualified and for whom the vacancy is equal paying or lower paying than the former position. Refusal to accept such permanent position within seven (7) days of the date of the notice of Reemployment offer shall result in the employee's name being taken off the Reemployment List. Employee's accepting lower level positions shall continue on the Reemployment List until they are appointed to a permanent position in their former job classification, or the remainder of three (3) years from the date of layoff, whichever occurs first.

**D. Notice**

Employees to be laid off as set forth herein shall be given thirty (30) calendar days' written notice prior to said layoff. Those so notified shall notify the District within fifteen (15) calendar days of the option the employee shall pursue under Section B, herein.

**E. Appeal**

A dispute raised by an employee as to the application or interpretation of this layoff procedure shall be heard by the Board of Directors.

The notice of appeal shall be in writing and filed with the District within ten (10) days of notification of layoff. The Board of Directors shall hear the appeal and render the majority opinion within ten (10) days of receipt of the written notice of appeal. The majority finding of the Board of Directors shall be final and binding on the District and the employee. The hearing by the Board of Directors of an appeal is in lieu of any other grievance procedure. The District will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. The employee has the right to appeal the Board of Directors' decision in accordance with California Code of Civil Procedure section 1094.6. Pursuant to Code of Civil Procedure section 1094.6, the parties have ninety (90) days from the date of the proof of service of mailing of the written findings

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and decision to appeal the District's decision on the appeal to the Superior Court in and for the County of San Benito.

**F. Transfer**

If the General Manager or designee determines that a for-cause employee who is subject to layoff is qualified to perform the duties in a vacant position, the employee will receive a written notice of option to transfer in lieu of layoff. An employee, who does not accept a transfer within 10 days after the date of the written notice, forfeits the option to transfer. An employee who accepts a transfer will be paid the rate applicable to the position into which they transfer.

**SECTION 8. NON-DISCIPLINARY SEPARATION**

Any employee separated because of an inability to accommodate after the reasonable accommodation and interactive process is concluded, will be given a written pre-separation notice of the reasons for the separation, the evidence supporting the decision to separate for non-disciplinary reasons, and an opportunity to respond before the separation takes effect. Such notice shall also be required if the District applies for a CalPERS disability retirement on behalf of a qualified employee. Any for-cause employee has the opportunity for a post-separation appeal as described in Article VII, Section 6 entitled "Discipline Appeal Procedures."

**SECTION 9. DISCIPLINARY SEPARATION**

A for-cause employee may be separated for disciplinary reasons pursuant to the policy and procedures in Causes for Discipline.

**SECTION 10. RETURN OF DISTRICT PROPERTY**

All District property in the employee's possession must be returned prior to separation, including keys, key fobs, identification cards, equipment, credit cards, gas cards, cell phones, pagers, and any other District equipment.

**SECTION 11. JOB REFERENCES/VERIFICATION OF EMPLOYMENT**

All reference inquiries and verifications of employment must be referred to and approved by the General Manager or designee. Unless the General Manager or designee receives a written waiver signed by the employee, the District will release only the employee's dates of employment, last position held, and final salary rate. Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the General Manager or designee on a case-by-case basis.

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**ARTICLE XI: PERSONNEL RECORDS**

**SECTION 1. PERSONNEL RECORDS**

The District shall maintain a service record for each employee in the service of the District, showing the name, title of the position held, the department to which assigned, salary, changes in employment status, residence data, and such other information as may be considered pertinent. A personnel file will contain only material that the District deems necessary and relevant or that is required by law. Personnel files are the property of the District, and access to the information they contain is restricted to protect employee privacy interests.

**SECTION 2. CHANGE-OF-STATUS REPORT**

Every appointment, transfer, promotion, demotion, change of salary rate, and other temporary and permanent changes in status of employees shall be noted in the personnel file.

**SECTION 3. NOTIFICATION OF CHANGES**

Each employee is responsible to promptly notify the General Manager or designee of any changes in their contact and benefits information, including: mailing address; telephone number; personal e-mail address (if applicable); persons to contact in emergency; and number and names of dependents.

**SECTION 4. ACCESS TO APPLICANT OR EMPLOYEE MEDICAL INFORMATION**

All medical information about an employee or applicant is kept in separate medical files and is treated as confidential. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

**SECTION 5. EMPLOYEE ACCESS TO PERSONNEL RECORDS**

- A. Inspection of File: A current employee may inspect their own personnel file, at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect their personnel records one time per year. A current or former employee and/or their representative, who wishes to review their personnel file should make a written request to the General Manager or designee. For current employees, the inspection must occur in the presence of the General Manager or designee and at a location where the employee works and at a time other than the employee's work time; or 2) at another agreed upon location without loss of compensation to the employee. For former employees, the inspection must occur in the presence of the General Manager or designee and at the District office.
- B. Copies: A current or former employee is entitled to receive a copy of their personnel records within 30 days after the employer receives a written request. A current or former

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employee who wishes to receive such a copy should contact the General Manager or designee in writing. The District may charge a fee for the actual cost of copying.

- C. Representative's Inspection: If the current or former employee wishes to have another person/representative inspect their personnel file, they must provide the General Manager or designee with written authorization. The General Manager or designee will notify the employee and/or representative of the date, time and place of the inspection in writing.
- D. No Removal of File Documents: No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.
- E. Access and Photocopy Restrictions: Prior to making a copy of personnel records or allowing inspection, the District may redact the names of nonsupervisory employees. Under no circumstances will the District provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

**SECTION 6. DESTRUCTION OF RECORDS**

Roster and payroll records shall be retained permanently. Records shall be retained as prescribed by law and in accordance with the District's record retention policy.

**SECTION 7. PURGING OF EMPLOYEE DISCIPLINE RECORDS**

Written reprimands and suspension records may be expunged after three (3) years of sustained corrective behavior with no additional misconduct. It is the responsibility of the employee to request the purging of discipline records. The employee wishing to have disciplinary records purged shall make a written request to the General Manager. The General Manager shall consult with the employee's Supervisor to substantiate that corrective behavior has been sustained for the three (3) year period. A record of demotion shall remain permanently in the employee's personnel file.

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**ARTICLE XII: PERFORMANCE EVALUATIONS**

The performance of each non-probationary employee shall be evaluated by the employee's direct Supervisor and General Manager at least annually. The evaluation shall be considered in matters of transfer, promotion, salary increase, demotion, dismissal and other personnel actions. The General Manager shall discuss employee evaluations with employees whenever an employee is rated, including discussing employee's weaknesses, strengths, and areas or methods of improvement. In the event the employee's performance falls below acceptable standards and such inadequate performance could result in adverse action to the employee, the employee shall be notified in writing including a list of corrective action. A copy of this corrective action document shall be placed in the employee's personnel file. Additional performance evaluations may be prepared at any time the General Manager or designee deems necessary.

On or about the completion of six (6) months of a probationary period, and again at any point prior to separation or the successful completion of the probationary period, the probationary employee's supervisor will endeavor to prepare and sign a performance evaluation. The purpose of the probationary performance evaluation is to chart the probationer's progress toward meeting the standards of their position.

Evaluations shall not be appealed, or grieved through the District's grievance procedure. The employee may request a review of the evaluation with the General Manager no later than ten (10) working days following the employee's receipt of the evaluation. The General Manager's decision regarding the review shall be made in writing within ten (10) working days of the meeting between the employee and the General Manager to review the evaluation. The decision of the General Manager shall be final and binding.

The employee may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within ten (10) working days after the employee receives the evaluation, or within ten (10) working days of the employee's receipt of the General Manager's decision regarding the review of the evaluation, if requested by the employee.

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**ARTICLE XIII: GRIEVANCE DEFINED**

For the purposes of this procedure, a grievance is defined as an alleged violation of a specific provision of these Policies that adversely affects the employee. The following procedure applies to all District employees, unless another dispute resolution or complaint procedure applies to the dispute; or unless a discipline policy and procedure applies. The grievance procedure cannot be utilized to challenge the content of a performance evaluation, discipline, or complaints of harassment, discrimination and retaliation based on a protected class.

**SECTION 1. INFORMAL PROCEDURE**

Within five (5) working days after an action by the District giving rise to a grievance, the employee shall notify in writing the employee's Supervisor, taking the action which directly affected the employee, and the Manager of Administration, Finance and Business Services, to request a meeting to discuss the grievance.

Within five (5) working days after receipt of the notification, the employee's Supervisor and the Assistant Manager will meet with the employee to discuss the grievance and the remedial action requested by the employee. In the event the grievance is not resolved to the employee's satisfaction, the employee may proceed to the formal procedure.

**SECTION 2. FORMAL PROCEDURE**

Within five (5) working days of termination of the informal procedure, the employee may initiate the formal procedure by filing a Notice of Grievance outlining the grievance in detail and the requested remedial action with the General Manager. The Notice of Grievance shall provide the date of the alleged violation; the specific provision(s) of these Policies that were allegedly violated; a description of all facts regarding how the alleged violation occurred; and a list of all persons who are witnesses or are involved. A Notice of Grievance must be signed by the employee filing the grievance to certify that it is filed in good faith.

The General Manager shall meet with the employee to discuss the grievance and review supporting information.

If the General Manager denies the grievance, within five (5) working days of the issuance of the General Manager's decision, the employee may appeal the grievance to the Board of Directors. The Board of Directors shall meet with the employee to discuss the grievance and review supporting information at the next regularly scheduled Board meeting.

Within five (5) working days of the meeting, the Board of Directors shall advise the employee in writing of the findings. The decision of the Board of Directors shall be final and binding.

Failure of the District to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline.

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**ARTICLE XIV: EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The District affords equal employment opportunity for all qualified employees and applicants as to all terms of employment, including compensation, hiring, training, promotion, transfer, discipline and termination. The District prohibits discrimination against employees or applicants for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or military and veteran status or any other basis protected by law. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report the conduct immediately by using the complaint procedures provided in these Policies, or by contacting the U.S. Equal Employment Opportunity Commission, or the California Civil Rights Department.

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**ARTICLE XV: POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION; COMPLAINT PROCEDURE**

**SECTION 1. PURPOSE**

The District has a strong commitment to prohibiting and preventing discrimination, harassment and retaliation in the workplace. The District has zero tolerance for any conduct that violates this Policy. Conduct need not arise to the level of a violation of state or federal law to violate this Policy. Instead a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment and retaliation. The District encourages all covered individuals to report any conduct they believe violates this Policy as soon as possible. Any retaliation against an employee because they filed or supported a complaint or because they participated in the complaint resolution process is prohibited. Individuals found to have retaliated in violation of this Policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

**SECTION 2. COVERED INDIVIDUALS AND SCOPE OF POLICY**

The individuals covered by this Policy are: applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

**SECTION 3. DEFINITIONS**

- A. **Protected Classification:** This Policy prohibits harassment, discrimination or retaliation because of an individual's protected classification. "Protected Classification" includes race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or military and veteran status, or any other basis protected by law. This Policy prohibits discrimination, harassment or retaliation because: 1) of an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.
- B. **Protected Activity:** This Policy prohibits discrimination, harassment, or retaliation because of an individual's protected activity. Protected activity includes: making a request for an accommodation for a disability; making a request for accommodation for religious beliefs; making a complaint under this Policy; opposing violations of this Policy; or participating in an investigation under this Policy.
- C. **Discrimination:** This Policy prohibits treating covered individuals differently because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined in this Policy.



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- D. Harassment: Harassment includes, but is not limited to, the following types of behavior that are taken because of a person's actual or perceived protected classification:
1. Speech, such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This includes inappropriate comments about appearance, dress, physical features, gender identification, or race-oriented stories and jokes.
  2. Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
  3. Visual acts, such as derogatory posters, cartoons, emails, pictures or drawings related to a protected classification.
  4. Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

**SECTION 4. GUIDELINES FOR IDENTIFYING HARASSMENT**

Harassment includes any conduct which would be unwelcome or unwanted to an individual of the recipient's same protected classification. The following guidelines to determine if conduct is unwelcome or unwanted should be followed:

- A. It is no defense that the recipient "appears" to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.
- B. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.
- C. Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.
- D. Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

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**SECTION 5. RETALIATION**

Retaliation occurs when adverse conduct is taken against a covered individual because of the individual's protected activity as defined in this Policy. "Adverse conduct" may include but is not limited to: disciplinary action; counseling; taking sides because an individual has reported harassment or discrimination; spreading rumors about a complainant or about someone who supports or assists the complainant or who participates in the investigation; shunning or avoiding an individual who reports harassment or discrimination; or making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

**SECTION 6. COMPLAINT PROCEDURE**

A covered individual who believes they have been subjected to discrimination, harassment or retaliation may make a complaint -- orally or in writing -- to any supervisor, manager, or department head, without regard to any chain of command. Any supervisory or management employee who receives a harassment complaint should immediately notify the General Manager or designee. Upon receiving notification of a harassment complaint, the General Manager or designee will complete and/or delegate the following steps. If the General Manager or designee is accused, or a witness to the events at issue, an individual with higher authority will complete and/or delegate the following steps.

- A. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with: 1) the complainant; 2) the accused; and 3) other persons who have relevant knowledge concerning the allegations in the complaint, including witnesses.
- B. Review the factual information gathered through the investigation to determine whether the alleged conduct violates the Policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- C. Prepare a summary report of the determination as to whether this Policy has been violated and provide such report to appropriate persons. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
- D. If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- E. Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.

**SECTION 7. PROACTIVE APPROACH**

The District takes a proactive approach to potential Policy violations and will conduct an investigation if its supervisory or management employees become aware that harassment, discrimination or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

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**SECTION 8. OPTION TO REPORT TO OUTSIDE ADMINISTRATIVE AGENCIES**

An individual has the option to report harassment, discrimination or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed on the Internet, in the government section of the telephone book or employees can check the posters that are located on District bulletin boards for office locations and telephone numbers.

**SECTION 9. CONFIDENTIALITY**

Every effort will be made to assure the confidentiality of complaints made under this Policy to the greatest extent allowed by law. Complete confidentiality cannot occur, however, due to the need to fully investigate the complaint, and the duty to take effective remedial action, which may require the District to provide the subject of the complaint with their due process rights, including providing the subject of the investigation with a copy of the complaint after the initial investigatory interview, if requested. An employee who is interviewed during the course of an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. An employee may discuss their interview with a designated representative. The District will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

**SECTION 10. RESPONSIBILITIES**

- A. Each non-manager or non-supervisor is responsible for:
  - 1. Treating all individuals in the workplace or on worksites with respect and consideration.
  - 2. Modeling behavior that conforms to this Policy.
  - 3. Participating in periodic training.
  - 4. Cooperating with the District's investigations pursuant to this Policy by responding fully and truthfully to all questions posed during the investigation.
  - 5. Taking no actions to influence any potential witness while the investigation is ongoing.
  - 6. Reporting any act they believe in good faith constitutes harassment, discrimination or retaliation as defined in this Policy, to their immediate supervisor, or department head, or General Manager or designee.
- B. In addition to the responsibilities listed above, each manager and supervisor is responsible for:
  - 1. Informing employees of this Policy.
  - 2. Taking all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
  - 3. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.

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4. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals, retaliation, or threats of reprisals or retaliation.
5. Informing those who complain of harassment or discrimination of their option to contact the EEOC or CRD regarding alleged Policy violations and to file a complaint about such activity.
6. Assisting, advising, or consulting with employees and the General Manager or designee regarding this Policy.
7. Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Policies, up to and including termination.
8. Implementing appropriate disciplinary and remedial actions.
9. Reporting potential violations of this Policy of which they become aware to the General Manager or designee, regardless of whether a complaint has been submitted.
10. Participating in periodic training and scheduling employees for training.

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**ARTICLE XVI: REASONABLE ACCOMMODATION AND INTERACTIVE PROCESS**

**SECTION 1. REASONABLE ACCOMMODATION**

Absent undue hardship to the District or its operations, or the existence of a direct threat to the health and safety of the employee requesting the accommodation or others, the District provides employment-related reasonable accommodations to:

- A. Qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions; and
- B. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider; and
- C. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
- D. Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

**SECTION 2. SUPPORTING DOCUMENTATION OR CERTIFICATION**

A. Reasonable Medical Documentation of Disability

If the disability or the need for reasonable accommodation is not obvious, the District may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the District will: 1) explain the insufficiency; 2) allow the employee or applicant to supplement the documentation; and 3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

B. Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the District will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: a description of the requested accommodation or transfer; a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

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1. Certification of Victim Status

An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for their safety while at work must provide both of the following:

- (a) a written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
- (b) a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

SECTION 3. FITNESS FOR DUTY EXAMINATIONS

A. Applicants

After a conditional offer of employment has been extended to an applicant, the District may require the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the agency; and required of all applicants for the job classification. An applicant or employee who is required to pass a medical and/or psychological examination will be notified of their right to obtain a second opinion at their expense and that they may submit such second opinions for consideration.

B. Current Employee

The General Manager or designee may require an employee to submit to a fitness for duty examination to determine if the employee has a disability and is able to perform the essential functions of their job when there is significant evidence that:

- 1. The employee's ability to perform one or more essential functions of their job has declined; or
- 2. Could cause a reasonable person to question whether an employee is still capable of performing one or more of their essential job duties, or is still capable of performing those duties in a manner that does not harm themselves or others.

C. Role of Health Care Provider

The District may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee, or may request a District-selected health care provider to do so at the District's expense. The District will allow an employee paid time off to attend the exam. The District will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant

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or employee can perform the essential functions of their position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide the District with non-confidential information regarding whether:

1. The applicant or employee has a disability within the meaning of the California Fair Employment and Housing Act;
2. The applicant or employee is fit to perform essential job functions;
3. Workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;
4. There are any reasonable accommodations that would enable the employee to perform essential job functions; and
5. The employee's continued employment poses a threat to the health and safety of themselves or others.

Should the health care provider exceed the scope of the District's request and provide confidential health information, without valid consent of the applicant or employee, the District will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the District has requested.

**D. Authorization for Use of Medical Information**

During the course of a fitness for duty examination, the District will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

**E. Medical Information from the Employee or Applicant**

If an employee or applicant submits medical information to the District from their own health care provider, the General Manager or designee will not forward that information on to the health care provider who conducted the examination for the District, without the employee or applicant's written authorization. Upon receipt of the written authorization, the General Manager or designee will request the District-paid health care provider to determine whether the information alters the original fitness for duty assessment.

**SECTION 4. INTERACTIVE PROCESS**

- A.** The General Manager or designee will initiate the interactive process when:
1. An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s); or
  2. The District otherwise becomes aware of the need for an accommodation through a third party (e.g. a doctor's note requesting an accommodation), or by observation of the employee's work; or
  3. The District becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave or other leave

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- rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation; or
4. An employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider; or
  5. An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave; or
  6. An employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for their safety at work; or
  7. An employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or
  8. An employer is aware of the need for a reasonable accommodation for an employee's or applicant's religious beliefs, observance or practices.

**SECTION 5. INTERACTIVE COMMUNICATION**

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the General Manager or designee will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and their designated representative, (if any). The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. The General Manager or designee will document these communications in writing.

**A. Potential Accommodations for Applicants or Employees with Disabilities**

Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain their current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. The District will consider accommodations that the applicant or employee suggests, but has the right to select and implement any reasonable accommodation that it deems effective. The range of potential reasonable accommodations includes, but is not limited to:

- Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including: acquisition or modification of equipment or devices, adjustment or modifications of examinations, training materials or policies, and/or the provision of qualified readers or interpreters;
- Job restructuring;
- Part-time or modified work schedules;
- Paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave;
- Preferential consideration to reassignment to a vacant, comparable position, except when such preference would violate a bona fide seniority system;



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- Reassignment to a vacant lower-paid position if there is no funded, vacant comparable position for which the individual is qualified for;
- Reassignment to a temporary position, if the individual agrees.

**B. Potential Accommodations for Employees Affected by Pregnancy and Related Medical Conditions**

Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification applicable to the applicant or employee. Whether an accommodation is reasonable is a case-by-case analysis that takes into account several factors, including, but not limited to: the employee's medical needs; the duration of the needed accommodation; and the employer's legally permissible past and current practices. The range of potential accommodations includes, but is not limited to:

- Transfer to a less strenuous or hazardous position for the duration of the pregnancy;
- Change in or restructuring of work duties, such as modifying lifting requirements;
- Providing more frequent breaks;
- Providing seating;
- Time off for medical appointments; and
- Transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave. However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from the employee's four-month pregnancy disability leave entitlement.

**C. Potential Accommodations for Employee-Victims of Domestic Violence, Sexual Assault, or Stalking**

Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, the District will consider the exigent circumstance or danger facing the employee. The District will consider the preferences of the employee to be accommodated, but has the right to select and implement any accommodation that it deems effective. The range of potential safety measure accommodations includes, but is not limited to:

- Transfer, reassignment, modified schedule;
- Change in work telephone number;
- Change in location of work station;
- Installation of locks;
- Assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace;
- The implementation of a safety procedure(s);
- Adjustment to job structure, workplace facility, or work requirement; and
- Referral to a victim assistance organization.

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**D. Potential Accommodations for Religious Creed, Religious Dress Practice, or Religious Grooming Practice**

Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the conflict between the religious belief or observance and any employment requirement. The District will consider the preference of the employee or applicant, but has the right to select and implement any accommodation that it deems effective. The range of potential accommodations includes, but is not limited to:

1. Job restructuring or job reassignment (but not segregation from other employees or the public);
2. Modification of work practices, including dress or grooming standards;
3. Allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with their religious observances; and
4. Allowing alternatives to union membership or payment of union dues.

**SECTION 6. DETERMINATION**

After the interactive process communications, the General Manager or designee will review the information received, and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming themselves or others; and if the accommodations would pose an undue hardship on District finances or operations. The General Manager or designee will inform the applicant or employee of their determination in writing. The General Manager or designee will use their discretion based upon the particular facts of each case.

**SECTION 7. ACCESS TO MEDICAL INFORMATION REGARDING FITNESS FOR DUTY**

Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the General Manager or designee, the District's legal counsel, first aid and safety personnel in case of emergency, and supervisors who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to state and federal law.

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**ARTICLE XVII: WHISTLEBLOWER PROTECTION**

**SECTION 1. POLICY**

The District prohibits all of the following:

- A. Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- B. Preventing an employee from disclosing information to a government agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- C. Retaliating against an employee for refusing to participate in any activity that would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation; and
- D. Retaliating against an employee because the employee's family member has, or is perceived to have engaged in any of the protected activities listed in (a)-(c) above.

**SECTION 2. POLICY COVERAGE**

This Policy governs and protects District officials, officers, employees, temporary/ extra help employees, and applicants for employment.

**SECTION 3. DEFINITIONS**

- A. "Protected activity" includes any of the following:
  - Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates state or federal law or a violation or noncompliance with a local, state, or federal rule or regulation.
  - Participating in or cooperating in good faith with a local, federal or state enforcement agency that is conducting an investigation in to alleged unlawful activity.
  - Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity.
  - Associating with another covered individual who is engaged in any of the protected activities enumerated here.
  - Making or filing in good faith and with reasonable cause an internal complaint with the District regarding alleged unlawful activity.
  - Providing informal notice to the District regarding alleged unlawful activity.
  - Calling a governmental agency's "Whistleblower hotline" in good faith.
  - Filing a written complaint under penalty of perjury that the District has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety.

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- Refusing to participate in any activity that the employee reasonably believes would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation.

B. “Adverse action” may include, but is not limited to, any of the following:

- Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity.
- Refusing to hire an individual because of actual or potential protected activity.
- Denying promotion to an individual because of actual or potential protected activity.
- Taking any form of disciplinary action because of actual or potential protected activity.
- Extending a probationary period because of actual or potential protected activity.
- Altering work schedules or work assignments because of actual or potential protected activity.
- Condoning hostility and criticism of co-workers and third parties because of actual or perceived protected activity.
- Spreading rumors about a person because of that person’s actual or perceived protected activity.
- Shunning or unreasonably avoiding a person because of that person’s actual or perceived protected activity.

**SECTION 4. COMPLAINT PROCEDURE**

An applicant, employee, or temporary employee who feels they have been retaliated against in violation of this Policy should immediately report the conduct according to the complaint procedure in the District’s Policy against Discrimination, Harassment or Retaliation so that the complaint can be resolved fairly and quickly. Supervisors and Managers have the same responsibilities as defined in the Policy against Discrimination, Harassment or Retaliation.

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**ARTICLE XVIII: PAID LEAVES**

**SECTION 1. VACATION**

Vacation shall be provided as described in this section. However, if vacation is otherwise allocated in the employee's employment agreement with the District, the employment agreement shall prevail.

**A. Accrual**

Eligible full-time and part-time employees shall accrue vacation leave while in paid status starting on the employee's date of hire and until they reach the applicable vacation accrual cap for unused vacation.

Vacation shall not be accrued in excess of the earned vacation accrual limit based on the employee's consecutive years of service with the District, listed below. When an employee reaches the equivalent of the employee's earned vacation accrual limit, they shall cease earning vacation leave until their leave balance falls below the limit. If, due to an emergency or District workload, the employee is not able to take earned vacation, such vacation may be accumulated beyond the accumulation limit upon the written approval of the General Manager. Vacation leave will not accrue during leaves of absence without pay unless required by law.

Unless otherwise established by employment agreement, employees accrue vacation time according to their full or part-time status and the number of consecutive, full time years the employee has worked for the District, as follows:

**1. Full-Time Employee Accrual Rate and Limit:**

<b>Consecutive Full Time Years of Service</b>	<b>Vacation Hours Accrued per Pay Period of Paid Status</b>	<b>Vacation Hours Accrued per Year of Paid Status</b>	<b>Earned Vacation Accrual Limit</b>
Less than 5 years	3.077	80 hours	120 hours
5 – 10 years	4.615	120 hours	240 hours
11 - 15 years	5.231	136 hours	280 hours
16 + years	6.154	160 hours	400 hours

**2. Part-Time Employee Accrue Prorated Vacation:**

Part-time employees who are budgeted to work at least twenty (20) hours per week earn vacation leave while in paid status in a pro-rated amount based upon the accrual applicable to full time employees. Once a part-time employee reaches the pro-rated

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accrual cap based on the earned vacation accrual limit listed above, they stop earning vacation. At the end of the calendar year, the District may provide an additional prorated adjustment of vacation if the employee has worked additional hours during the year. Part time employees are required to work the equivalent of a full time year of service (i.e., two thousand eighty (2080) hours) for each one year of service counted toward the accrual level for vacation, listed in the chart above.

**B. Usage**

To be eligible to use accrued vacation leave or personal leave, an employee must have completed at least six (6) months of regular employment with the District.

Vacation leave may not be used until it is earned. Employees shall draw up the vacation schedule, subject to approval by the District.

Employees will request vacation of three (3) days or less at least one week in advance, except as approved by the General Manager.

Employees will request vacation of more than three (3) days at least fourteen (14) days in advance, except as approved by the General Manager.

The maximum vacation, which may be scheduled or taken in any calendar year, shall be twenty-five (25) days. Vacation requested in excess of twenty-five (25) days shall require the approval of the General Manager.

**C. Payment for Earned/Accumulated Vacation**

Vacation conversion shall be provided as determined by the applicable MOU or compensation resolution. A qualifying employee shall make an irrevocable election of the amount of vacation leave to be converted to payment in December the year before the vacation is earned.

Any employee separating from District employment who has unused, accrued vacation leave shall be paid for all unused, accrued vacation leave at their rate of pay at the time of separation.

**SECTION 2. PAID HOLIDAYS**

Full-time, regular employees of the District are eligible for paid holiday benefits for the holidays listed below, beginning on their date of hire. The District will observe the following holidays:

- A. New Year's Day
- B. Martin Luther King's Birthday
- C. President's Day
- D. Cesar Chavez Day
- E. Memorial Day
- F. Juneteenth
- G. Independence Day

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- H. Labor Day
- I. Columbus Day
- J. Veteran's Day
- K. Thanksgiving Day
- L. Day after Thanksgiving
- M. Half (1/2) Day on Christmas Eve
- N. Christmas Day

If New Year's Day, Juneteenth, Independence Day, December 24 or December 25 falls on a Sunday, the Monday following shall be treated as the holiday. If any of those four holidays falls on a Saturday, the preceding work day shall be treated as the holiday.

Part-time employees will receive designated holidays off with pay on a prorated basis.

An overtime-eligible employee who is required to work on a holiday will receive paid holiday benefits and time and half the employee's applicable hourly rate for the actual time worked on the holiday.

If one or more holidays falls within a vacation leave that an eligible full time employee is taking, such holiday shall not be charged as vacation leave.

**SECTION 3. SICK LEAVE**

**A. Purposes for Sick Leave**

Sick leave is paid leave from work that can be used for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; sibling; or "designated person;" or
2. For an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or (iii) participate in safety planning or other actions to increase safety.

**B. Terms of Sick Leave**

1. Accrual & Carryover for Different Categories of Employees:
  - a. Full time employees who are not temporary employees shall be provided sick leave as determined by the applicable MOU or compensation resolution. Part-time employees who are not temporary employees accrue sick leave in an amount prorated to the lower number of hours they work each calendar month in paid status.

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At the end of the calendar year, the District may provide an additional prorated adjustment of sick leave for part time employees, if the employee has worked additional hours during the year. Accrued sick leave carries over from year to year. No accrual limit applies.

- b. A temporary employee who works 30 or more days within a year from the commencement of employment with the District accrues one hour of paid sick leave for every 30 hours worked. Accrued and unused sick leave carries over to the following year of employment but a temporary employee stops earning sick leave once they have accrued 48 hours or 6 work days/ shifts, whichever is greater. Effective January 1, 2024, a temporary employee stops earning sick leave once they have accrued 80 hours or 10 work days/shifts, whichever is greater.

**C. Sick Leave Use**

An employee may use accrued sick leave, in a minimum increment of one-quarter hour, beginning on the 90th day after the first day of employment with the District, subject to the limits and request provisions in this Policy.

**D. Protected Sick Leave:**

For temporary employees, up to 24 hours, or three days, whichever is greater, of accrued and available sick leave each calendar year is protected and may be used for any of the purposes stated in this Policy. Effective January 1, 2024, for temporary employees, up to 40 hours, or five work days, whichever is greater, of accrued and available sick leave each calendar year is protected and may be used for any of the purposes stated in this Policy.

**E. Sick Leave Request:**

To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this Policy without good reason, may result in the employee being treated as absent without leave.

**F. Certification**

Employees who are not temporary employees must provide a physician's certification for any sick leave absence of more than three (3) consecutive days or twenty-four (24) consecutive work hours within a calendar year. The District may require a doctor's note for sick leave taken for more than thirty-two (32) hours in a calendar year, or if the supervisor has reasonable suspicion of abuse of sick leave. Effective January 1, 2024, employees who



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are not temporary employees must provide a physician's certification for any sick leave absence of more than five (5) consecutive days or forty (40) consecutive work hours within a calendar year. The District may require a doctor's note for sick leave taken for more than forty (40) hours in a calendar year, or if the supervisor has reasonable suspicion of abuse of sick leave. All employees, including temporary employees, who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

**G. Sick Leave on Separation from Employment**

Sick leave payoff at separation shall be provided as determined by the applicable MOU or compensation resolution. There shall be no sick leave payoff at separation for temporary employees.

**H. Sick Leave Reinstatement:**

If a temporary employee separates and is rehired within one year from separation, accrued and unused sick leave, to a maximum of six (6) days or forty-eight (48) hours, whichever is greater, will be reinstated. Beginning January 1, 2024, if a temporary employee separates and is rehired within one year from separation, accrued and unused sick leave, to a maximum of ten (10) work days/shifts or eighty (80) hours, whichever is greater, will be reinstated. An employee who worked at least ninety (90) days in the initial employment with the District may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the District must work the remaining amount of the 90 day-qualifying period to be able to use accrued sick leave.

If a permanent employee separates and is not entitled to sick leave payoff and is reinstated or re-employed within one (1) year from the date of separation, the employee shall have their former Sick Leave balance restored to the unpaid balance at the time of separation. All other rights to sick leave shall be canceled upon separation.

**I. Sick Leave Conservation Program:**

Sick leave conversion shall be provided as determined by the applicable MOU or compensation resolution. There shall be no sick leave conversion for temporary employees. Qualifying employees shall make an irrevocable election of the amount of sick leave to be converted in December the year before the sick leave is earned. The conversion evaluation period is defined as the beginning of Pay Period 26 of the previous calendar year through Pay Period 25 of the current calendar year.

**SECTION 4. INDUSTRIAL INJURY LEAVE**

If an employee is unable to perform assigned duties by reason of injury, sickness or disability, as defined in the Workers' Compensation Act of the State of California, the employee shall notify their Supervisor within twenty-four (24) hours from the date of discovery of such injury, sickness or disability.

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Employees who are absent from work by reason of an injury or illness covered by Workers' Compensation, shall continue in pay status under the following provisions.

In job related cases of injury, sickness or disability, the employee shall receive the base salary for the first forty (40) hours of such disability; provided, however, that any Workers' Compensation benefits received for this initial forty (40) hour period shall be assigned to the District.

At the end of this forty (40) hour period, and if unable to resume work, the employee may authorize the difference between the amount granted pursuant to such Workers' Compensation and the employee's base pay to be deducted from the employee's accumulated sick leave, vacation, personal holidays, and compensatory time, if any. The employee will continue in pay status and receive their pay until their accumulated sick leave, and authorized compensatory time, personal holidays and vacation days, have been depleted to the nearest hour.

This election shall be made in writing and submitted to the District prior to the payment of any sick leave or vacation benefits. Prorated credit to the employee's sick leave balance at the employee's current rate of pay shall be made based upon the amount of monies assigned to the District from Workers' Compensation benefits.

During the time the employee is in fully paid status while absent from work by reason of injury or illness covered by Workers' Compensation, they shall continue to accrue sick leave and vacation benefits as though they were not on leave of absence.

Any employee subject to this Policy who depletes their accumulated sick leave, compensatory time, personal holiday time and vacation days while absent from work by reason of an injury or illness covered by Workers' Compensation may receive an unpaid leave of absence and continuation of health care benefits consistent with state and/or federal law.

The period covered by industrial injury leave shall be considered as service time in determining eligibility for salary increases, sick leave and vacation benefits. All provisions of the Workers' Compensation Act of the State of California shall be strictly adhered to.

**SECTION 5. BEREAVEMENT LEAVE**

In the event of a death in the immediate family (i.e. parent, parent-in-law, step-parent, grandparent, step-grandparent, grandchild, step-grandchild, step-child, sibling, step-sibling, spouse or registered domestic partner), employees who have been employed by the District for at least 30 days shall be entitled to Bereavement Leave of up to three (3) days with pay to attend a funeral.

If it is necessary for additional Bereavement Leave due to individual circumstances, the employee may extend their leave for up to two additional work days. Any additional time off in excess of three (3) days of paid Bereavement Leave will be charged against the employee's paid leave, or may be taken without pay. Additional days in excess of five (5) work days may be granted upon request and approval from the employee's supervisor.

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Upon request from the District, the employee will provide documentation verifying the death within thirty (30) days of the first day of bereavement leave. Employees may use such leave on a non-consecutive basis in the three (3) months that follow that date of death of the family member.

**SECTION 6. JURY DUTY LEAVE/SUBPOENAED OR COURT-ORDERED WITNESS LEAVE**

**A. Jury Duty or Court Ordered Witness Leave**

An employee subpoenaed as a witness, unless as a party to the action or as an expert witness, or ordered to jury duty, may be entitled to regular pay. Such entitlement to regular pay shall be extended for two (2) weeks only, provided the employee assigns any witness or jury fees for such service to the District. Further, any unemployment benefits received by the employee shall also be assigned to the District.

Any employee, including a temporary employee, who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify their supervisor or department head as soon as possible. Any employee who is released from jury service prior to the end of their scheduled work hours must report to work unless otherwise authorized by their supervisor.

**1. Overtime-Eligible Employees**

All overtime-eligible employees will be paid for actual work hours missed because of time spent in jury service or court. The time spent on jury duty is not work time for purposes of calculating overtime compensation. The employee will be required to give the District any amount the employee receives from the Court for jury fees.

**2. Overtime-Exempt Employees**

All FLSA-exempt employees will continue to receive their normal salary while on jury duty or as serving as a witness only for any work week in which they perform any work duties. The District will offset the amount from pay the employee receives from the Court for jury fees.

**B. Other Court or Administrative Proceeding Appearances**

**1. Regarding Agency Duties**

Any employee, including a temporary employee, who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of their District job duties, must give their supervisor as much advance notice as is possible. The District will determine whether the matter involves an event or transaction in the course of the employee's District job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time. The District will offset the amount from pay the employee receives for witness fees.

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2. Regarding Employee-Initiated Proceedings

Any employee, including a temporary employee, who is subpoenaed to appear, or appears in court because of civil or administrative proceedings that they initiated, is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time. Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB conferences or hearings, or at a personnel or merit commission is entitled to paid release time.

3. Regarding Crime Victim/ Victim Family Member Court Attendance Leave

Any employee, including a temporary employee, who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the District a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court/governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.

4. Regarding Crime Victim/ Family Member Victims' Rights Proceedings Leave

Any employee, including a temporary employee, who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the District, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

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**C. Leave for Victims of Domestic Violence, Sexual Assault, or Stalking to Obtain Restraining Orders or Injunctive Relief**

Any employee, including a temporary employee], who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or their child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use sick leave, accrued vacation or paid leave, or compensatory time off.

**D. Leave for Victims of Domestic Violence, Sexual Assault, or Stalking to Obtain Medical Attention or Counseling or Safety Planning**

Any employee, including a temporary employee, who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the District within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use sick leave, accrued vacation or personal leave, or compensatory time off.

**SECTION 8. PAID ADMINISTRATIVE LEAVE**

The District has the right to place an employee on leave with full pay for non-disciplinary reasons at any time when the General Manager or designee has determined that the employee's and/or District's best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

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**ARTICLE XIX: LEAVES WITHOUT PAY**

**SECTION 1. GENERAL PROVISIONS**

Leaves without pay shall be granted as outlined below, provided however, that:

- A. A leave may be revoked upon evidence that the cause for granting it was misrepresented or has ceased to exist;
- B. The period covered by a leave without pay shall not be considered as service time in determining eligibility for vacation, sick leave, salary increases, or other circumstances where service is a factor unless expressly required by law;
- C. Leave without pay granted to a probationary employee shall not be credited toward the completion of the employee's probationary period; and  
All accrued vacation must be used or, at the option of the District, the monetary value of all accrued vacation must be paid to an employee before a leave of absence without pay can be granted, excluding leave granted for maternity or medical purposes.

**SECTION 2. MATERNITY LEAVE**

Pregnant employees with one (1) year or more of service shall be granted an unpaid maternity leave not to exceed six (6) months. Upon presentation of a written release to return to work, an employee on maternity leave shall be reinstated to her former or comparable level position. This leave will run concurrently with Pregnancy Disability Leave and CFRA leave.

**SECTION 3. PREGNANCY DISABILITY LEAVE**

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid pregnancy disability leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.

**A. Notice & Certification Requirements**

- 1. Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. . The request must be supported by a written certification from the attending physician stating that the employee is disabled from working by pregnancy, childbirth or a related medical condition. The certification must state the date on which the employee became disabled by pregnancy, childbirth or a related medical condition and the expected duration of the disability and the expected date of return to work.
- 2. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the General Manager or designee prior to being taken. Requests for an extension of leave must be submitted in writing to the department director prior to the agreed date of return and must be supported by a written certification of the

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attending physician that the employee continues to be disabled by pregnancy, childbirth, or a related medical condition.

**B. Compensation During Leave**

Pregnancy disability leaves are without pay. However, the employee may first use accrued sick leave, vacation leave, and then any other accrued paid time off during the leave.

**C. Benefits During Leave**

1. The District will continue to maintain and pay for group health insurance coverage for up to four months while the employee is out on pregnancy disability leave, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. If the employee does not return to work following pregnancy disability leave, the District may recover premiums it paid to maintain health insurance coverage during the leave unless the reason for the failure to return is a circumstance beyond her control. For example,
  - a. The employee's inability to return to work is due to the continuation, recurrence, or onset of a health condition that entitles the employee to pregnancy disability leave, unless the employee chooses not to return to work following the leave;
  - b. The employee has non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave; or
  - c. There are other circumstances beyond the control of the employee, including, but not limited to, circumstances where the employer is responsible for the employee's failure to return to work (e.g. the employer does not return the employee to her same position or reinstate the employee to a comparable position), or circumstances where the employee must care for a family member (e.g., the employee gives birth to a child with a serious health condition).
2. Sick and Vacation Leave Accrual: Sick leave and vacation leave do not accrue while an employee is on unpaid pregnancy disability leave.
3. Employee Status during Leave: The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority under any collective bargaining agreement or employee benefit plan. Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, or other qualifying provisions.

**D. Reinstatement**

1. Upon the expiration of pregnancy leave and the District's receipt of a written statement from the health care provider that the employee is fit to return to duty, the employee

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- will be reinstated to her original or an equivalent position, so long as it was not eliminated for a legitimate business reason during the leave.
2. If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, promotional opportunities, and geographic location as the employee's original position.
  3. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.
  4. An employee who fails to return to work after the termination of pregnancy disability leave loses their reinstatement rights.

**SECTION 4. CALIFORNIA FAMILY RIGHTS ACT LEAVE**

The District provides leave in accordance with the California Family Rights Act ("CFRA"). Unless otherwise stated in this Policy, "Leave" means leave pursuant to the CFRA.

Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use leave under CFRA are not protected by the statute's job restoration or maintenance of health benefits provisions.

Please see the General Manager for more information.

**A. Definitions**

"Child" means a child, including a child who is 18 years of age or older who is capable of self-care. An employee's child means a biological, adopted, foster, step-child, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis (in place of a parent).

"Covered active duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

"Covered Service Member" means: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

"Designated Person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12-month period for family care and medical leave.



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“Domestic Partner” is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.

“Family member” means an employee’s child, parent, parent-in-law, spouse, domestic partner, grandchild, grandparent, and sibling.

“Grandchild” means a child of the employee’s child.

“Grandparent” means a parent of the employee’s parent.

“Health Care Provider” means:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
2. An individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;
3. A podiatrist, dentist, clinical psychologist, optometrist, and chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
4. A nurse practitioner and nurse-midwife, or a clinical social worker who is authorized to practice under California law and who are performing within the scope of their practice as defined under California law;
5. A Christian Science practitioner listed with the First Church of Christ, Scientist in Boston, Massachusetts; and,
6. Any health care provider from whom an employer or group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

“Outpatient Status” means, with respect to a covered service member, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

“Parent” means the biological, adoptive, step or foster parent of an employee or an individual who stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

“Parent-in-law” means the parent of a spouse or domestic partner of the employee.

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“Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves:

1. Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered “inpatient” when a health care facility admits them to the facility with the expectation that they will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
2. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
  - a. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
  - b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
    - i. Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
    - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
3. Any period of incapacity due to pregnancy or for prenatal care. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.
4. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
  - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
  - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
5. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the

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continuing supervision of, but need not be receiving active treatment by health care provider.

6. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

“Serious Injury or Illness” means: (1) in the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered service member incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

“Sibling” means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.

“Spouse” means one or two persons to a marriage, regardless of the sex of the persons, and includes a registered domestic partner as defined below.

“12-Month Period” means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

**B. Eligibility**

An employee is eligible for leave if:

1. The employee has been employed by the District for at least 12 months (can be nonconsecutive work for employer over a 7-year period, except that any military leave time while employed counts towards this 12 months of service); and
2. The employee has been employed by the District for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

**C. Permissible Uses of Leave**

Leave is only permitted for the reasons listed below.

1. Leave because of a serious health condition that makes the employee unable to perform the functions of their position;

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2. Leave for the birth of a child or to care for a newborn of an employee;
3. Leave after the placement of a child with an employee in connection with the adoption or foster care of a child;
4. Leave to care for a child, parent, spouse, domestic partner, parent-in-law, grandparent, grandchild, sibling or any Designated Person who has a serious health condition; and,
5. Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, domestic partner, child, or parent is on covered active duty or been notified of an impending call or order to covered active duty in the Armed Forces.

**D. Amount of Leave**

Eligible employees are entitled to a total of 12 weeks of leave during any 12-month period.

**E. Effect of Holidays and District Closures**

If a holiday observed by the District occurs within a week taken as CFRA leave, the holiday has no effect on the amount of CFRA leave taken and the entire week is still counted as a week of CFRA leave. However, if the employee is using CFRA leave in increments of less than one week, the holiday will not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

If for some reason the District’s activity has temporarily ceased and employees generally are not expected to report for work for one or more weeks, the days that the District’s activities have ceased do not count against the employee’s CFRA leave entitlement.

**F. Minimum Duration of Leave**

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (*e.g.*, bonding with a newborn) for less than two weeks’ duration on any two occasions.

If leave is requested to care for a child, parent, spouse, domestic partner, grandparent, grandchild, sibling or the employee himself or herself with a serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions of this Policy is required.

**G. Intermittent Leave or Leave on a Reduced Schedule**

Under certain circumstances, leave may be taken intermittently or on a reduced leave schedule.

“Intermittent leave” is leave taken in separate blocks of time due to a single qualifying reason, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. “Reduced leave schedule” means a leave schedule that reduces the employee’s usual number of hours per workweek or workday, usually from full- to part-time.

Where leave is taken because of the birth or the placement of a child for adoption or foster care, a reduced leave schedule may only be taken if the District agrees. Employees may

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take intermittent leave because of the birth or the placement of a child for adoption or foster care in minimum increments of two weeks' duration, with the exception that an employee is entitled to leave for this purpose in periods that are less than two weeks' duration on any two occasions.

Where leave is taken to care for a sick family member, or for the employee's own serious health condition, intermittent leave or leave on a reduced leave schedule may be taken when "medically necessary" (e.g., weekly physical therapy treatments). The employee must provide medical certification that there is a medical need for leave (as distinguished from voluntary treatments and procedures) and such medical need can be accommodated best through an intermittent leave or reduced leave schedule. Employees needing such leave must make a reasonable effort to schedule their leave so as not to disrupt the District's operations.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the District may require the employee to transfer temporarily to an alternate position of equivalent pay and benefits during the period that the intermittent leave or reduced schedule leave is required. The District will not transfer employees who take unforeseeable intermittent leave.

If an employee takes leave intermittently or on a reduced leave schedule, only the amount of leave actually taken may be counted towards the 12 weeks of leave to which an employee is entitled. For example, if an employee takes one day of leave per week, he or she has used 1/5 of a week of CFRA leave. Similarly, if an employee who regularly works eight-hour days works four-hour days on a reduced leave schedule, the employee would use one-half of a week of CFRA leave.

**H. Parents Both Employed by the District**

In any case in which both parents of a child, adoptee, or foster child are employed by the District and are entitled to bonding leave, each parent is entitled to take 12 workweeks of CFRA bonding leave during any 12-month period.

**I. Substitution of Paid Accrued Leaves and Leave's Effect on Pay**

Although leave under this Policy is unpaid, an employee may elect and the District will require an employee to concurrently use paid accrued leaves as described below:

- An employee may elect and the District will require an employee to use accrued paid vacation or personal leave, if any, for all or part of any unpaid leave under this Policy.
- An employee may elect and the District will require an employee use sick leave concurrently with leave under this Policy only if the leave is for the employee's own serious health condition. If the leave is needed to care for a parent, parent-in-law, spouse, child, grandparent, grandchild, sibling, or domestic partner with a serious health condition, the employee may elect to use sick leave concurrently with leave under this Policy, but is not required to do so.

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- Where an employee both qualifies for CFRA leave and is taking leave pursuant to the District's temporary disability policy, the state disability benefit plan or worker's compensation benefits, neither the employee nor the District may require substitution of paid leave. However, the employee and the District may mutually agree to have paid leave supplement the disability plan or worker's compensation benefits.

Except to the extent that accrued paid leave are substituted for family care and medical leave, as set forth above, leave under this Policy is unpaid.

Upon becoming disabled, an employee should apply for State Disability Insurance (SDI) if covered. In addition, under the Paid Family Leave (PFL) law, employees who take time off from work to care for a seriously ill child, spouse, domestic partner, parent, grandparent, grandchild, or sibling, or to bond with a new child (entering their life either by birth, adoption, or foster care placement), may receive PFL benefits through SDI. For more information, and to obtain claim forms, employees may speak with the Human Resources/Administrative Analyst, visit any SDI office, or go to EDD's website at [www.edd.ca.gov](http://www.edd.ca.gov). Any paid time used will be integrated so that the employee does not receive more than 100% of regular pay.

Vacation and sick leave are not earned during unpaid leaves. Employees who are eligible to accrue vacation only accrue vacation when working or when receiving another form of paid leave earned through their work (for example, when using paid vacation or sick leave), and then only for the portion of the paid leave earned through work.

**J. District's Right to Require an Employee to Exhaust CFRA Leave Concurrently with Other Leaves**

If an employee takes a leave of absence for any reason that also qualifies under the CFRA, the District may designate that leave as running concurrently with the employee's 12-week CFRA leave entitlement.

**K. The District's and Employee's Rights if an Employee Requests Accrued Leave without Mentioning CFRA**

If an employee requests to utilize accrued vacation leave, personal leave, or other accrued paid time off without reference to a CFRA qualifying purpose, the District may not ask the employee if the leave is for a CFRA qualifying purpose. However, if the District denies the employee's leave request and the employee provides information that the requested time off is for a CFRA qualifying purpose, the District may require the employee to exhaust accrued leave as described above.

**L. Employee Benefits While on Leave**

**1. Group Health Insurance During Unpaid Leave**

Leave under this Policy is unpaid. While on unpaid leave, employees will continue to be covered by the District's group health insurance (which includes health (including District contributions to CalPERS for PEMHCA participation and the Flexible Spending Account), dental and vision) and basic life insurance for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the

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job. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year (see below for more information). If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the District will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).

2. Benefit Plans Not Provided through the District's Group Health Plan During Unpaid Leave Do Not Continue

The District does not pay for benefit plans that are not part of the group health plan and basic life insurance for any employee on unpaid leave. As a result, employees will not continue to be covered under the District's benefit plans (other than the District's group health and basic life insurance plans) while the employee is on unpaid leave.

3. Payment of Premiums

Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using their paid leave) or direct payments (if the employee is not using their paid leave). The District will inform the employee whether the direct payments for premiums should be paid to the carrier or to the District, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employee is on leave.

4. Recovery of Premium if the Employee Fails to Return from Leave

If an employee fails to return to work after their leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence or onset of a serious health condition of the employee or their family member that would entitle the employee to leave or because of circumstances beyond the employee's control.

M. Notice Requirements

Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days' notice is required. In addition, if an employee knows that he or she will need leave in the future, but does not know the exact day(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform their supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

N. Medical Certifications

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

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1. Employee's Own Serious Health Condition

Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position. Upon expiration of the time period the health care provider originally estimated that the employee needed for their own serious health condition, the employee must obtain recertification if additional leave is requested.

2. Family Member Serious Health Condition

Employees who request leave to care for a child, parent, parent-in-law, domestic partner, spouse, grandparent, grandchild, sibling or Designated Person who has a serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, parent-in-law, domestic partner, spouse, grandparent, grandchild, sibling, or Designated Person and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, parent-in-law, spouse, domestic partner, grandparent, grandchild, sibling, or Designated Person. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.

3. Qualifying Exigency

The first time an employee requests leave because of a qualifying exigency, an employee may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service. A copy of the new active duty orders or similar documentation shall be provided to the District if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. The District will verify the certification as permitted by the CFRA.

4. Time to Provide Certification

When an employee's leave is foreseeable and at least thirty (30) days' notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the District within the time frame requested by the District (which must



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allow at least fifteen (15) calendar days after the District's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

**5. Incomplete/Invalid Medical Certification**

If an employee provides an incomplete medical certification the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this Policy, the District may delay the taking of CFRA leave until the required certification is provided or deny CFRA protections following the expiration of the time period to provide an adequate certification.

If the District has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the District may require a medical opinion of a second health care provider chosen and paid for by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the employee, but paid for by the District. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a second or third medical opinion sought.

**O. Reinstatement Upon Return from Leave**

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the CFRA period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the District, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of their readiness to return.

**P. Employee's Obligation to Periodically Report on Their Condition**

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

**Q. Fitness-for-Duty Certification**

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform their job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

**R. Required Forms**

Employees must complete the applicable forms to receive family and medical care leave.

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The forms may be found at the District Office. Employees should contact the Human Resources/ Administrative Analyst for copies.

**SECTION 4. UNPAID PERSONAL LEAVE**

A leave without pay may be granted by the General Manager or designee, not to exceed six (6) months, for urgent or substantial personal reasons, including illness not covered by sick leave.

Such leave may be extended by the District for a further period not to exceed three (3) months in exceptional circumstances with approval of the Board of Directors.

**SECTION 5. MILITARY LEAVE**

Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the department head with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

**SECTION 6. CHILD SUSPENSION LEAVE**

Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to their supervisor. A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

**SECTION 7. TIME OFF TO VOTE**

Any employee, if they do not have sufficient time outside of working hours to vote, may request up to two hours of paid leave either at the beginning or end of scheduled working hours to enable them to vote. The employee must request time off to vote from their supervisor at least two days prior to election day.

**SECTION 8. BENEFITS DURING UNPAID LEAVE**

Unless authorized by law or a District policy, an employee is not entitled to a leave of absence without pay. A legally-protected, authorized leave of absence without pay is not a break in service for purposes of calculating seniority. Unless required by law, vacation leave credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits do not accrue to an employee on unpaid leave.

Unless required by law, the District will not maintain contributions toward group insurance, the flexible spending account, or retirement coverage for the employee on such leave. An employee may make such payments to the District for desired insurance coverage under the conditions as may be established by the insurance carrier. During the period of authorized unpaid leave, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

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Employees on maternity leave (inclusive of Pregnancy Disability Leave and California Family Rights Act Leave) without pay will be eligible for full District contributions toward health and welfare insurance (including District contributions to CalPERS for PEMHCA participation and the Flexible Spending Account) and basic life insurance for the first six (6) month period of such leave. After expiration of a six (6) month period of such leave, an employee may make such payments to the District for desired insurance coverage. In the event of an industrial injury or illness, the District will pay the PEMHCA and Flexible Spending Account contributions in accordance with State Workers' Compensation requirements.

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**ARTICLE XX: PROHIBITIONS ON DRUGS AND ALCOHOL IN THE WORKPLACE**

**SECTION 1. PURPOSE AND SCOPE**

The purpose of this Policy is to promote a drug and alcohol-free workplace and to eliminate drug and alcohol-related inefficiencies and risks. This Policy applies to all District employees, whether they are on District property, or they are performing District-related business elsewhere, except as this Policy is superseded by a memorandum of understanding or federally mandated drug and alcohol policies. Compliance with this Policy is a condition of employment. Disciplinary action will be taken against those who violate this Policy.

**SECTION 2. DRUG AND ALCOHOL-FREE AWARENESS PROGRAM**

The District's employee assistance provider offers counseling and treatment of drug or alcohol-related problems. The employee assistance provider has information about:

- A. The dangers of drug or alcohol abuse in the workplace;
- B. The penalties that may be imposed for drug or alcohol abuse violations;
- C. The District's Policy of maintaining a drug and alcohol free workplace; and
- D. Any available drug or alcohol counseling, rehabilitation or employee assistance programs.

**SECTION 3. PROHIBITED CONDUCT**

- A. The manufacture, distribution, sale, dispensation, possession, or use of any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee in either District workplaces or wherever District business is performed.
- B. Working or being subject to call in if impaired by alcohol or any controlled substance, narcotic (including marijuana), or prescription drug that has not been lawfully prescribed to the employee.
- C. An employee's failure to notify their department head before beginning work when taking medications or drugs including but not limited to: prescription drugs, over the counter medications, or illegal drugs or narcotics (including marijuana) which could interfere with the safe and effective performance of duties or operation of District equipment.
- D. An employee's failure to notify the General Manager or designee of any criminal conviction for a drug violation that occurred in the workplace within five days after such conviction.
- E. An employee's criminal conviction for a drug violation that occurred in the workplace.

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**SECTION 4. DRUG AND ALCOHOL TESTING**

The District has discretion to test applicants and employees for alcohol and drug use under the following circumstances. The District will use an outside laboratory to perform all testing.

- A. Pre-Employment Testing for External Applicants for Certain Jobs: Those external applicants who apply for certain jobs where a special need for pre-employment drug and alcohol testing exists must take and pass a drug and alcohol test following a conditional offer of employment. The categories of jobs subject to pre-employment drug and alcohol testing include, but is not limited to:
1. Safety sensitive jobs that have public safety implications, such as operating heavy trucks to transport hazardous material, protecting national security, enforcing drug laws, and/or operating natural gas pipelines; and
  2. Jobs that involve the direct influence over children.
- B. Reasonable Suspicion Testing: The District may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances:
1. “Reasonable suspicion” to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, an accident involving agency property or equipment, or other evidence of recent drug or alcohol use.
  2. Document and Analysis: In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with the department head. Any reasonable suspicion testing must be pre-approved by the General Manager or designee.
  3. Testing Protocol: If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and the General Manager or designee has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. The employee will be placed on sick or other paid leave until the test results are received.

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**ARTICLE XXI: EMPLOYEE USAGE OF DISTRICT OWNED LAPTOP COMPUTERS, TOOLS, RESOURCES AND EQUIPMENT**

**SECTION 1. PURPOSE**

The purpose of this Policy is to establish guidelines and standards regarding employee usage of laptop computers, tools, and equipment owned by the District. District equipment and resources may only be used to conduct District business, except for incidental personal use that is consistent with this Policy. As a result, District equipment and resources are non-public forums. Every District employee is required to adhere to this Policy.

**SECTION 2. DISTRICT EQUIPMENT OR RESOURCES**

District equipment or resources is any District-owned or supplied item or resource, including, but not limited to: intellectual property (e.g., photographs, plans, drawings, formulas, customer lists, designs, formulas), vehicles, telephones, cell phones, pagers, tools, machines, supplies, copy machines, facsimile machines, desks, office equipment, computers (including hardware and software), file cabinets, lockers, Wi-Fi, internet, intranet, District network, data systems, routers, voice mail, servers, and email or voice mail communications stored in or transmitted through District electronic resources or equipment.

**SECTION 3. NO EXPECTATION OF PRIVACY**

The District periodically and without prior notice, monitors, reviews, accesses, or retrieves data from its equipment or resources, including electronic communications and content contained in or transmitted through District networks or electronic resources. District employees must provide the agency with the employee's username or password for any District issued equipment or resource. The existence of passwords or delete functions does not restrict the District's access. As a result, District employees have no expectation of privacy in their use of any District equipment or resources.

**SECTION 4. APPROPRIATE USE ONLY -- NO MISUSE**

Employees may only use District equipment or resources in compliance with District policies. Except as authorized by this Policy, employees are expected to avoid any use or communication which is unrelated to District business, destructive, wasteful, or illegal. The District has discretion to restrict or rescind employee access to District equipment or resources. The following are examples of misuse of District equipment or resources:

- A. Any use that violates applicable law and/or District policies, rules or procedures.
- B. Exposing others to material which is offensive, harassing, obscene or in poor taste. This includes information which could create an intimidating, offensive or hostile work environment.

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- C. Any use that may create or further a hostile attitude or give offense on the basis of race, color, religion, sex, gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, veteran status or any other basis protected by law.
- D. Communication of confidential District information to unauthorized individuals within or outside of District.
- E. Unauthorized attempts to access or use District data or break into any District or non-District system.
- F. Theft or unauthorized transmission or copying of paper or electronic files or data.
- G. Initiating or sustaining chain/spam letters, e-mail or other unauthorized mass communication.
- H. Misrepresentation of one's identity for improper or illegal purposes.
- I. Personal commercial or business activities (e.g. "for sale" notices, personal ads, etc.).
- J. Transmitting/accessing obscene material and/or pornography.
- K. E-Commerce.
- L. Online gambling.
- M. Installing or downloading unauthorized software or equipment.
- N. Violating terms of software licensing agreements.
- O. Using District equipment or resources to access and/or use dating web resources, personal social media, or games of any type.
- P. Any unauthorized access to District equipment or resources, including: using keys or key cards; using or disclosing the username or password of another person or employee to gain access to their email or other electronic resources; or making District equipment or resources available to others who would otherwise have no authorized access.
- Q. Using District equipment or resources to speak on the District's behalf without authorization, including sending non-work related communications using the District logo.

**SECTION 5. DISTRICT EMAIL ADDRESS MUST BE USED FOR DISTRICT BUSINESS**

The District's email system is an official communication tool for District business. The District establishes and assigns official email addresses to each employee as the District deems necessary.

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Employees must send all District communications that are sent via email to and from their official District email address. Employees are prohibited from using their private email address (such as Gmail, yahoo, MSN/Hotmail, etc.) when communicating District business via email. Should an email related to District business be sent to an employee's personal email account, the email should be immediately forwarded to the employee's District email account and responded to accordingly.

**SECTION 6. INCIDENTAL PERSONAL USE**

**A. District Communications Equipment**

Employees may use District telephones, cell phones, internet access, and e-mail for incidental personal communications provided that the use:

1. Is kept to a minimum and limited to break times or non-working hours;
2. Does not interfere or conflict with District operations or the work performance of any District employees;
3. Allows the employee to more efficiently perform District work;
4. Is not abusive, illegal, inappropriate, or prohibited by this Policy (for example, no social media use, no electronic dating, no gaming); and
5. Clearly indicates it is for personal use and does not indicate or imply District sponsorship or endorsement. Use of District e-mail for incidental personal communications should not include District logos or District signatures.

**B. District Vehicles**

Employees provided with access of District vehicles shall be permitted to use such vehicles for incidental personal use while commuting on District business.

**SECTION 7. USE OF DISTRICT LAPTOP COMPUTERS**

Employees may check out District laptop computers for use after normal working hours only to conduct District business on a limited basis per General Manager approval. Employees may not borrow or check-out District tools and equipment for use after normal working hours. District laptop computers, equipment, or tools may not be borrowed or checked out for personal use.

- A. Only District employees may operate or use District checked-out laptop computers. Neighbors, friends, spouse, relatives, etc. may not use them.
- B. District laptop computers may not be used for profit or financial gain.
- C. The employees must be qualified in and comfortable with the operation of the laptop computer they are borrowing.



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- D. The laptop computer may be borrowed for a time limit established by the General Manager.
- E. Employees may not enter District property after normal working hours to borrow laptop computers except in case of an emergency and when the General Manager has granted permission.

**SECTION 8. PROCEDURE**

- A. Permission to borrow laptop computers must be obtained prior to their usage from the General Manager.
- B. Employees will sign for laptop computers on a checkout form, and thereby acknowledge that they understand and accept the responsibility and liability for lost, stolen or damaged District Property as specified below. The form will also be signed by the General Manager's designated employee who will inspect and verify the condition of the item to be borrowed, and the date the item is to be returned to the District.
- C. The description of the borrowed laptop computer and the replacement cost of the borrowed item will also be listed on the checkout form.
- D. The employees will sign and acknowledge that the description is correct, acknowledge the replacement cost, and their responsibility to return the borrowed equipment in the same working condition as when checked out.
- E. Employee must return equipment per the designated return date set by the General Manager at time of checkout.
- F. When returned, the employees must have the General Manager's designated employee that inspected the borrowed item verify that it has not been damaged and sign off on the checkout form.

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**ARTICLE XXII: EMPLOYEE USE OF DISTRICT COMPUTER RESOURCES**

**SECTION 1. PURPOSE**

The purpose of the District's technology-based systems is to provide information and computing resources, and improve the way service is provided to the public. As modern technology provides connectivity, the actions of one person can impact the integrity and security of a telecommunications network used by many. Any employee given the privilege of using the District's computing and information resources is expected to act in a responsible manner by complying with all policies, relevant laws, and contractual agreements related to computers, networks, software, and computer information.

**SECTION 2. GENERAL.**

Electronic mail (E-Mail), voice mail, and Internet access capabilities are provided for the purpose of conducting District business, enhancing efficiency, and better serving the public interest. The District makes a variety of computer resources available to its employees, including desktop computers, access to local area networks and the Internet, printers, fax machines, modems, application software, data files, voice mail, electronic mail, and data imaging (collectively called the "District Information Technology System" or "System" in this Policy document). The System is the property of the District and is to be used for valid business purposes and functions. Personal use of the System shall be limited and in no event shall it interfere with, or delay the performance of an employee's work duties or functions. Internet access and e-mail is not a benefit of employment.

**SECTION 3. ACCESS TO COMPUTER INFORMATION/CONFIDENTIALITY AND PRIVACY**

- A. The District reserves the right to access all computer files on the System, including e-mail and voice mail files. Except as provided by law, no employee should have any expectation of privacy with respect to; internet sites visited, any information or pictures from downloads placed or stored on District computers or e-mail messages produced, sent or received by District servers. The District reserves the right to access and read any information without prior notification. The District may electronically scan messages for the presence of specific content such as viruses, or to maintain System integrity. The District will also respond to legal processes and fulfill any legal obligations to third parties.
- B. The Network Administrator maintains a list of employees' password(s) within each department. The password list is maintained in a confidential manner. The existence of a password(s) does not mean the employee should have any expectation of privacy. Each employee is responsible for providing the Network Administrator with their current password(s). The Network Administrator has the right to request such password(s) to inspect all e-mail and files of the department's employees, correct service problems, ensure System security, retrieve records and/or transition work when responsible personnel are unavailable, and for other legitimate business reasons.

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- C. Immediately upon termination or lay-off, an employee's right to access the System shall cease and the employee shall have no further right to the contents of their computer files, voice mail messages, or e-mail messages, and the employee shall not be allowed access to the voice mail or e-mail Systems.
- D. The California Public Records Act requires the agency to disclose specified public records. In response to requests for such disclosure, it may be necessary to examine electronic communications records that users may consider to be personal to determine whether they are public records that are subject to disclosure. In addition, electronic communications sent by City employees on personal devices and/or accounts may be subject to disclosure under the Public Records Act. Electronic communications records may also be subject to disclosure in litigation or administrative proceedings in the same manner as other District records.
- E. All communications transmitted via the District's system, whether or not related to personal or confidential matters, are subject to monitoring, at the District's discretion. The District monitors communications transmitted via the District's System in the ordinary course of business for purposes that include ensuring their reliability and security. The existence of passwords and "message delete" functions do not restrict or eliminate the agency's ability or right to access electronic communications.
- F. Employees should not communicate their private, privileged, or confidential information, including but not limited to personal attorney client communications, financial or medical information and other privileged information, via the District's System. Employees who do communicate their private, privileged or confidential information via the District's System will be deemed to have waived any privilege or privacy rights in those communications, even where those communications are made via personal password-protected accounts using the District's System.
- G. Electronic communications sent to and received from attorneys representing the District are privileged communications. Such electronic communications shall not be distributed, copied, or blind-copied to unauthorized individuals.
- H. Additionally, the District may be required to produce information transmitted or stored on its System pursuant to a court order, subpoena, or statute.

**SECTION 4. PENALTIES**

Any unlawful use of the District System or use in violation of this policy may subject the employee to the termination of access rights, or other disciplinary action including termination of employment or contract. Unlawful use may also result in personal legal liability or referral for criminal prosecution.

**SECTION 5. COMPUTER HARDWARE AND SOFTWARE**

Computer hardware or software may only be installed, changed, removed or added by authorized

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personnel. All hardware purchased by the District is for District use. All hardware required for networks must be configured to ensure compatibility with the existing wide area network infrastructure and must adhere to all networking standards established by the District for connectivity, security, and support. Retirement of computers or hardware shall conform to the District's Disposal of Small Equipment Policy. Any Software will remain the sole property of the District.

**SECTION 6. VALID SOFTWARE REGISTRATION OR LICENSING**

Each piece of proprietary software operating on the District System must have valid registration (individually for stand-alone personal computers) or must be covered by users' license (if connected to a local area network). Proprietary software and associated documentation on the System are subject to copyright laws and licensing agreements and are not to be reproduced unless authorized under a licensing agreement. The District will not condone violations of copyright laws and licenses and the employee will be personally liable for any fines or sanctions caused by the license or copyright infringement. Appropriate documentation to substantiate the legitimacy of the software is necessary. Employees shall not use unauthorized software on District computer resources.

**SECTION 7. PERSONAL SOFTWARE**

Installation and use of privately-owned or personal software, including screen savers and shareware, on District computers is prohibited, unless specifically authorized by the Network Administrator. Any software or publication which is downloaded to the District computer resources becomes the sole property of the District.

**SECTION 8. ENTERTAINMENT SOFTWARE**

The use of entertainment software on the District's System is prohibited at all times, except for authorized training purposes.

**SECTION 9. COMPUTER VIRUSES**

All computers must have anti-virus software installed. Anti-virus software must be active and checking all entry points that data is introduced, including but not limited to removable disk, CD, tape, and networks. The selected anti-virus software must be certified by the "International Computer Security Association." It is the Network Administrator's responsibility for keeping anti-virus software current through new releases and/or updates.

**SECTION 10. E-MAIL - GENERAL GUIDELINES**

- A. E-mail communication on the System is not private or confidential, and may be subject to public disclosure and monitoring by the District and its agents. District management shall designate which employees in each department shall have the privilege of e-mail. E-mail is viewed as an effective alternative to inter-office memos, suggestion boxes, or general

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bulletins. Communication on the District's Information System should be focused on work-related information. Employees shall not pursue non-job related issues, including but not limited to commercial ventures, or religious or political causes, through e-mail or Internet access. Employees who have access to the District's email system may use District email for union communications on non-work time.

- B. The contents of any such messages must also be in keeping with the standards of conduct appropriate to the workplace and the employee must be extremely mindful of the image being portrayed of the District.
- C. E-mail communications are not private and may be monitored as allowed by law to promote the administration of the District, its business and policies, and are subject to the same ethical and legal concerns and standards of good conduct as memos, letters and other paper-based documents.
- D. All messages and/or data files on the computer network are the property of the District and may be accessed by any authorized representative of the District.
- E. Messages sent on District business or with the use of District facilities may be available for review by any authorized representative of the District.
- F. All third parties (e.g. contractors, auditors) are to be advised that the District may monitor e-mail, phone calls, software licenses, voice mail, and computer files to track the workforce's efficiency and productivity and remind them of the security issues when sending confidential electronic mail or documents through the District System.
- G. The unauthorized use of passwords and codes to gain access to other user's files or messages is prohibited.
- H. All use of voice mail and/or e-mail must comply with the District's practices and policies. Anything which is or could be construed as sexually explicit or discriminatory based on race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs is not permitted on the System.

**SECTION 11. RETENTION OF E-MAIL**

- A. All e-mail messages are considered transitory writings and are not retained in the District's normal course of business. "Transitory writing" is writing that has no reason for retention after the purpose for which it was created, such as routing slips, telephone messages, and e-mail.
- B. E-mail is not a permanent storage medium and staff is expressly forbidden to use it as such. E-mail is not backed-up permanently. E-mail inboxes and outboxes shall be purged on a regular basis, and the District also retains the authority to purge any such mail on an automatic basis. Should staff desire to retain an e-mail message longer, the best way to ensure the retention of e-mail is to print it and to retain it in the District-wide records

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management program. Similarly, should the e-mail have a separate digital file attached, the best way to ensure the retention of such a file is to download, print, and retain the file in the District-wide records management program.

**SECTION 12. INTERNET ACCESS - GENERAL GUIDELINES**

- A. The District may provide access to the Internet for selected employees upon approval of District management. This capability will be provided on an "as needed" basis and is a revocable privilege.
- B. The Internet is a worldwide communication network that can connect users with unlimited amounts of information. Aspects of the Internet--such as its openness, lack of security, and complexity--may make available materials which could be offensive to the sensitivities of some users. The District considers the value of allowing access to information resources through external networks to outweigh the potential harm from the possibility of misuse or that users may encounter materials they may find offensive. All users of District-provided networks and information resources do so at their own risk with regard to the possibility of encountering material they may find offensive.
- C. While accessing the Internet, employees represent the District. As with any other communication medium, employees should conduct themselves appropriately and exercise good judgment and common courtesy.
- D. An employee's use of the Internet shall be limited to business purposes, other than incidental use. The District reserves the right to restrict access to any non-work related web sites.

**SECTION 13. INTERNET USER'S RESPONSIBILITIES**

It is the responsibility of each Internet user to:

- A. Maintain the confidentiality of the user's password and other security measures.
- B. Ensure the user is in compliance with this Policy, and all District administrative policies and procedures.
- C. Scan for viruses all files that are downloaded from the internet.
- D. Comply with licensing agreements and policies of networks and on-line services accessible via the Internet.

**SECTION 14. ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS**

Some messages sent, received, or stored on the District e-mail system will constitute confidential, privileged communications between the District and its attorneys. Attorney-client communications should not be forwarded, copied or distributed without consulting the General Manager's Office

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and or the District Counsel's Office.

**SECTION 15. CONFIDENTIAL INFORMATION**

- A. Most communications among District employees are not considered confidential. However, certain communications, such as police investigations, certain customer records, and personnel records, may be confidential or contain confidential information. Questions about whether communications are confidential should be raised with the General Manager.
- B. Employees shall exercise caution in sending confidential information on the e-mail system as compared to written memoranda, letters or phone calls, because of the ease with which such information may be re-transmitted.
- C. Confidential information should not be sent or forwarded to individuals or entities not authorized to receive that information and should not be sent or forwarded to other District employees not directly involved with the specific matter.
- D. Care should be taken in using e-mail to ensure messages are not inadvertently sent to the wrong individual. In particular, exercise care when using distribution lists to make sure all addresses are appropriate recipients of the information. Lists are not always current and individuals using lists should take measures to ensure lists are current.
- E. Employees shall not discuss confidential information outside the workplace.
- F. Confidential information should not be reproduced unnecessarily.

**SECTION 16. ACCEPTABLE USE OF THE INTERNET**

Specifically, acceptable uses of the Internet include:

- A. Communication and information exchange directly related to the mission, objectives, and activities of the District.
- B. Communication and exchange of professional development, to maintain currency of training or education, or to discuss issues related to the employee's District government activities.
- C. Use for advisory, standards, research, analysis, and professional society activities related to the employee's work tasks and duties.
- D. Announcement of new District laws, procedures, policies, rules, services, programs, information, or activities.

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**SECTION 17. UNACCEPTABLE USE OF THE INTERNET**

Specifically, unacceptable uses of the Internet include:

- A. Use of the Internet for any purpose that violates this policy, or federal or state law.
- B. Use for access to or distribution of pornographic, indecent or obscene material.
- C. The transmittal of abusive, profane or offensive language or pictures unless required by business necessity (e.g. case evidence) and authorized in writing by department directive.
- D. Any use that interferes with or disrupts the District's local area network users, services, or equipment.
- E. Use for the purpose of intentionally seeking out information on, obtaining copies of, or modifying files and other data which is private, confidential or not open to public inspection, unless specifically authorized to do so by the file owner.
- F. Copying software without determining that permission to do so has been granted by the file owner.
- G. Representing oneself electronically as another.
- H. Use of the System for personal gain or profit, or for personal reasons that would result in depleting District resources, impeding the organization's ability to conduct business, or cause any interruption or delay in service to the public.
- I. Use of the Internet for personal business during work (non-break) time.

**SECTION 18. NETWORK COMMUNICATION**

Each employee is responsible for the content of all text, audio or images that they may place or send over the District's System. No electronic communications may be sent which hides the identity of the sender or misrepresents the sender as someone else, unless authorized in writing by departmental directive. All messages communicated on the District's System should contain the employee's name. Any messages or information sent by an employee to another individual outside of the District are statements that reflect on the District. All communications sent by employees via the District's System must comply with this and other District policies and may not disclose any confidential or proprietary District information.

**SECTION 19. MODEMS**

The Network Administrator approves, manages, audits, and inventories all dial-out or dial-in modems connected to the local area network. Modems must meet all security requirements for the local network and must not pose a threat to wide area network security.



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**SECTION 20. PHYSICAL ENVIRONMENT**

"Acceptable use" also applies to providing the proper physical environment. Workstations, servers and network hardware have specific environmental requirements. Manufacturer specifications dictate temperature and humidity limits. Servers and network equipment require secure/locked environments for security purposes. All servers and critical network components need back-up power supplies in case the primary power fails.

**SECTION 21. NETWORK DEVICE INSTALLATIONS**

The Network Administrator must be notified before attaching any new devices that could affect the wide area network or other local area networks.

**SECTION 22. NETWORK COPYRIGHT ISSUES**

All employees obtaining access to copyrighted materials must respect all copyrights and may not copy, retrieve, modify, or forward copyrighted materials, except where expressly allowed by the copyright law or with expressed written permission from the copyright owner.

**SECTION 23. NETWORK SECURITY**

District networks with access to the Internet must be protected by a firewall approved by the Network Administrator. Employees must abide by departmental, local, state, federal, and Internet Service Provider (ISP) security policies as they apply to use within the District. The District routinely monitors usage patterns for its network communications for purposes of cost analysis, allocation, and managing the District's gateway to the Internet. All those using public networks such as Internet, Intranet, and electronic mail should be aware that any messages created, sent, or retrieved over the District's network are not private. Employees should use discretion when using public networks (e.g. Wi-Fi hotspots) with non-encrypted data if data security and confidentiality is an issue.

**SECTION 24. OTHER ACCESS**

The District's e-mail network may be made available for use by District employees for official Union or Association related business, subject to applicable law and regulations, the conditions set forth in this policy, and any agreed upon limitations regarding use.

Employees using the District's e-mail network for such purposes are required to familiarize themselves with and abide by these requirements.

Employees may not broadcast e-mail to all users without specific authorization by District Management. Employee's use of the District e-mail system for Union business shall be limited to non-work time or incidental use. Employees are prohibited from sending voluminous e-mail or burdensome attachments.

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**ARTICLE XXIII: HANDS FREE COMMUNICATION DEVICE USAGE POLICY**

**SECTION 1. PURPOSE**

- A. The purpose of this Policy is to establish guidelines and standards regarding the business and personal use of mobile communication devices acquisition and the safe use of the devices while on District time.
- B. The purpose of this Policy is to establish District employee compliance with current local and state regulations regarding the use of hands free devices and mobile communication devices while operating a motor vehicle while on District time.

**SECTION 2. GENERAL**

- A. The District takes all necessary actions to ensure the highest level of safety of all District employees.
- B. In accordance with California Vehicle Code, employees are prohibited from:
  - a. Driving while using a cell phone unless it is set up in an approved, hands-free manner to allow for hands-free listening and talking, with the device mounted to the center console, dashboard or windshield; and
  - b. Driving while holding a cell phone.
- C. Effective July 1, 2008 the District's policy will require all District employees to use a hands free device when using a mobile communication device, including the walkie-talkie and phone features of the device, while operating a motor vehicle on District time.

**SECTION 3. OPTIONS**

- A. All District employees will be required to use a hands free device while operating a motor vehicle on District time.
- B. If an employee chooses not to use the hands free option, they may either pull off to the side of the road to make/answer a call, or return the call when they have reached their destination.
- C. If an employee is found to be in non-compliance of this policy, and is issued a fine by law enforcement, the payment of the fine is the responsibility of the individual employee.

**SECTION 4. ACQUISITION OF DISTRICT OWNED DEVICE**

- A. All District employees, who drive vehicles as a regular part of their job, will be issued a District owned hands free device to be used while operating a motor vehicle while on District time.

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- B. It is the expectation of the District that all District employees' use the approved safety device at all times while operating a motor vehicle on SBCWD time.
- C. If the device is not in use, it must be kept free from potential damage (e.g. kept in District truck).
- D. At time of separation of employment from District, the device must be returned to the District in the working condition that it was issued in.
- E. If a District employee experiences difficulties with the device, device function, or have questions about the function or use of the hands free device they must speak with the designated safety personnel in charge of the hands free devices.

**SECTION 5. EXCEPTIONS**

- A. Permanently installed push-to-talk radio systems in District vehicles are excluded from this law.
- B. This policy does not apply to an employee using a wireless device for emergency purposes to contact safety and law enforcement agencies.

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**ARTICLE XXIV: SOCIAL MEDIA POLICY**

**SECTION 1. INTRODUCTION**

The District understands that its employees use social media sites to share events in their lives, to communicate, and to discuss their opinions with others, including family, friends and co-workers. However, the use of social media may present certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about their use of social media, the District has established this policy and guidelines for appropriate use of social media. In addition to requirements listed in this policy for use of social media at work and as related to the District, the District recommends that employees consider these guidelines for off-duty social media use.

In the rapidly expanding world of electronic communication, social media can mean many things. In general, social media encompasses the various activities that integrate technology, social interaction, and content creation. Through social media, individuals can create web content, can organize, edit or comment on content, as well as combine and share content on their own web site or on someone else's. Social media uses many technologies and forms, including web feeds, blogs, wikis, photography and video sharing, web logs, journals, diaries, chat rooms, bulletin boards, affinity web sites, podcasts, social networking, fansites, mashups, and virtual worlds.

**SECTION 2. UNDERSTAND EMPLOYEE RIGHTS AND RESPONSIBILITIES IN USING SOCIAL MEDIA TECHNOLOGY**

Employees should use good and ethical judgment. To the extent social media use impacts District employees and customers, employees should follow District policies and regulations as applicable, including but not limited to those that protect individual privacy rights, anti-discrimination and harassment policies, and the anti-workplace violence policy.

Employees should keep in mind that if conduct adversely affects job performance, the performance of co-workers, or adversely affects members of the public served by the District, the District may take disciplinary action against an employee up to and including termination.

Employees should keep in mind that work-related complaints are more easily resolved through direct communication between co-workers or via other channels such as by speaking with the District's management, or by filing an internal complaint or grievance, if applicable.

Nevertheless, if an employee decides to post a complaint or criticism, such employees should avoid using statements, photographs, video or audio that reasonably could be viewed as unlawful harassment or discrimination or otherwise violating the law such as unlawful threatening conduct. Examples of such conduct might include offensive posts that could contribute to a hostile work environment on the basis of race, religious creed, color, national origin, ancestry, physical or

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mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or any other status protected by law. Examples of unlawful threatening conduct include posting material that would make a reasonable person afraid for their safety or the safety of their family.

Employees should strive for accuracy in any blog or post. For example, employees can include a link to sources of information, and correct and promptly retract mistaken information.

Employees should never post any information or rumors that are known to be false about co-workers or District customers.

Employees should not disclose information that may violate customer or employee rights. For example, employees should not disclose another individual's social security number, medical information or financial information in a manner that violates that person's rights.

Unless instructed in writing by the General Manager, employees should refrain from commenting on any matter or issue on behalf of the District or representing that employee posts or comments represent the District's opinion on such subjects. If an employee publishes a blog or posts online related to the employee's work or subjects associated with the District, the employee should make it clear that they are not speaking on behalf of the District. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the District."

If an employee desires to keep their personal life separate from professional or work life, they should use privacy settings to restrict personal information on public sites. Employees should consider who is invited to join a social network as those individuals will have access to the employee's profile, photographs, etc.

Employees should understand that even in a private setting, those invited into a network can easily, print, save, cut, paste, modify or publish anything posted. Material can be archived on the Internet even after it is removed.

### SECTION 3. USING SOCIAL MEDIA AT WORK

Employees must never use working hours when not on break for personal social media use. Employees shall not use District email addresses to register on social networks, blogs or other online tools utilized for personal use.

### SECTION 4. MEDIA CONTACTS

The District strives to anticipate and manage crisis situations in order to reduce disruption to our employees and the public that we service and maintain our reputation. To best serve these objectives, the District will respond to the news media in a timely and professional manner only

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through its designated spokesperson. Employees are not authorized to comment for the District and should direct inquiries regarding the District's position to the General Manager or designee.

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**ARTICLE XXV: POLICY AGAINST VIOLENCE IN THE WORKPLACE**

**SECTION 1. SAFE AND SECURE WORKPLACE**

The District is committed to providing a safe and secure workplace and will not tolerate acts or threats of violence in the workplace. The workplace includes any location where District business is conducted, including vehicles and parking lots. Any violation of this Policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

**SECTION 2. PROHIBITED BEHAVIOR**

Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault and/or abusive behavior toward any person while in the course of District employment. The District has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

**SECTION 3. "WORKPLACE VIOLENCE"**

"Workplace violence" is defined as any conduct that causes an individual to reasonably fear for their personal safety or the safety of their family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

- A. Threats or acts of physical harm directed toward an individual or their family, friends, associates, or property.
- B. The destruction of, or threat of destruction of, District property or another employee's property.
- C. Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay.
- D. Striking, punching, slapping, or assaulting another person.
- E. Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise.
- F. Harassing or threatening phone calls.
- G. Surveillance.
- H. Stalking.
- I. Possessing a weapon(s) during work hours unless the District issues the weapon(s) for performance of the job. "Weapon" is defined as a firearm, chemical agent, club or baton,

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knife, or any other device, tool, or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

**SECTION 4. INCIDENT REPORTING PROCEDURES**

- A. Employees must immediately report to their supervisor or department director whether they have been a victim of, or have witnessed, workplace violence. The supervisor or department director will immediately report the matter to the General Manager or designee.
- B. The General Manager or designee will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.
- C. The General Manager or designee will take appropriate steps to provide security, such as:
  - 1. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
  - 2. Asking any threatening or potentially violent person to leave the site; or
  - 3. Immediately contacting an appropriate law enforcement agency.

**SECTION 5. INVESTIGATION**

The General Manager or designee will see that reported violations of this Policy are investigated as necessary.

**SECTION 6. PREVENTION**

Each department head has authority to enforce this Policy by:

- A. Training supervisors and subordinates about their responsibilities under this Policy;
- B. Assuring that reports of workplace violence are accurately and timely documented and addressed;
- C. Notifying the General Manager or designee and/or law enforcement authorities of any incidents;
- D. Making all reasonable efforts to maintain a safe and secure workplace; and
- E. Maintaining records and follow up actions as to reports of workplace violence.



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**ARTICLE XXVI: EMPLOYEE TRAVEL & EXPENSE REIMBURSEMENT POLICY**

**SECTION 1. PURPOSE**

The purpose of this Policy is to provide guidelines and standards to District employees regarding travel and related expenses; reimbursement of expenses related to District business, and to ensure compliance with District specified requirements.

**SECTION 2. GENERAL**

This policy applies to all employees and is intended to result in no personal gain or loss to an employee.

An employee must follow these guidelines and regulations in order to receive reimbursement of an amount up to the allowed limits as outlined below.

**SECTION 3. PROCEDURE**

The following are the specific guidelines and regulations as outlined by the District and the U.S. General Services Administration (GSA).

- A. Any travel that shall incur an expense in which reimbursement is sought must be approved in advance.
- B. Employees must submit receipts for all expenses that are being submitted for reimbursement.

**SECTION 4. HOTELS**

- A. If an overnight stay is required when traveling for District business, a hotel may be obtained for overnight accommodations with the pre-approval of the General Manager.
- B. Employees attending conferences must obtain prior approval from the General Manager.
- C. While traveling on District business, employees are encouraged to stay at safe, but economical hotels. Premium accommodations should be avoided unless no other suitable arrangements are available or special circumstances justify their use. If applicable, employees should seek hotel accommodations which qualify for government rates and discounts.
- D. Reimbursements for overnight accommodations are limited by GSA maximum lodging rates, unless pre-approved by General Manager.
- E. If an employee is attending a conference or such that has overnight accommodations available onsite, but exceeds the GSA maximum lodging rates, the General Manager must approve before accommodations are arranged.
- F. The District will provide reimbursement for expenses accrued by the employee only.

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- G. The District will not provide reimbursement for expenses such as, but not limited to, dry cleaning, in-room movies, and damages to hotel property.

**SECTION 5. MILEAGE**

Any mileage incurred by the employee when using their personal vehicle for travel to conduct District business is reimbursable at the current applicable IRS rate.

**SECTION 6. MEALS**

- A. While traveling on District business, employees may submit their meal expenses for reimbursement.
- B. The District uses GSA meal limits as guidelines for reimbursement for employees.
- C. The District will not provide reimbursement for alcohol or tobacco products, or items containing alcohol or tobacco.
- D. The District will provide reimbursement for expenses accrued by the employee only, unless authorized by the General Manager beforehand.

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**ARTICLE XXVII: DISTRICT VEHICLE USE**

**SECTION 1. PURPOSE**

The purpose of this policy is to ensure that all vehicles owned or operated by the District are utilized in a safe, efficient, economical, and practical manner.

**SECTION 2. POLICY**

All District vehicles and equipment are to be used exclusively for the execution of District business. All vehicles are to be operated by District employees. Personal use of District vehicles is not allowed.

It is understood that, from time to time, an employee may need to make stops in order to conduct urgent personal business (e.g. stop at a store, attend a medical appointment, return home to conduct personal business). This type of vehicle use is allowed provided: 1) it does not significantly alter the business route on which the employee is operating; 2) the time used to attend to the personal business is in conjunction with approved personal leave or off-duty time, and 3) it directly contributes to the overall productivity of the employee as measured by “on-the-job” productive time and minimizes driving time and mileage. Such use is not appropriate when it creates abuse or the appearance of abuse. Use of District vehicles for transportation to group/family meals, union business, etc. is or creates the appearance of abuse.

**SECTION 3. ASSIGNMENT**

Vehicle assignment shall be made on the basis of task or responsibility. The District shall not assign a vehicle to an individual employee restricted solely for that individual’s use.

**SECTION 4. PARKING**

All District vehicles shall be parked at the end of the work day/shift in designated District parking areas. Employees, who are authorized to use District vehicles after regular working hours (e.g. on-call employees), are to park vehicles at their residence and ensure that all reasonable safety precautions are taken.

**SECTION 5. REIMBURSEMENT FOR USE OF PERSONAL VEHICLE**

Employees, who are not assigned a District vehicle and are requested to use their personal vehicle for approved travel to conduct District business, may request reimbursement at the current Internal Revenue Service mileage reimbursement rate.

**SECTION 6. MAINTENANCE**

Employees are expected to assure that the vehicles are in a condition for safe use and operation. Employees who find that District vehicles need maintenance and/or repair are expected to report such conditions to the Operations and Maintenance Supervisor immediately.

**SECTION 7. HOUSEKEEPING**

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At all times, vehicles are expected to be clean and neat, and are subject to inspection. Objects in the interior of the vehicle that would be subject to movement in the event of an accident are expected to be secured during travel.

**SECTION 8. FUEL**

Each vehicle is assigned a fuel control card that is to remain with the vehicle. Employees using the assigned vehicle for a District task are responsible for any necessary refueling. It is desirable that when a vehicle is returned at the end of a work shift, that it have at least 1/4 of a tank of fuel to ensure that vehicle's availability for emergency purposes.

**SECTION 9. PASSENGERS**

Passengers shall be allowed in District vehicles only for the purpose of conducting District business.

**SECTION 10. OPERATION**

Vehicles may be operated by non-District employees only in the case of authorized vehicle maintenance, parking or delivery.

**SECTION 11. EXCEPTIONS**

Exceptions to these guidelines may be granted by the General Manager including in provisions of Employment Memorandums of Agreement.

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**ARTICLE XXIX: DISASTER SERVICE WORKERS**

**SECTION 1. POLICY**

The purpose of this policy is to provide for the preparation and implementation of plans to provide services within this District in the event of an emergency, to empower certain District officials to promulgate orders and regulations necessary to provide for the coordination of the emergency service functions of this District with all other public agencies, and affected private persons, corporations and organizations.

An “emergency” means the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the District caused by such conditions as air pollution, fire, flood, storm, tsunami, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic eruption, riot, pandemic, or other conditions, except those resulting from a labor controversy, which are, or are likely to be, beyond the control of the services, personnel, equipment and facilities of the District, and the control of which requires the combined forces of this District with other political subdivisions.

Under Section 3100 of the California Government Code, all public employees in California are Disaster Service Workers who can be called upon in any emergency. This means that District employees have a responsibility to help in a disaster. During an emergency or disaster, the District may assign employees to perform disaster service work, which may be outside the employee’s normal scope of duties and regular work schedule. Employees may also be required to perform their usual duties at a different location or during different or additional hours, and/or to support emergency operations in the County’s Emergency Operations Center (EOC).

All District employees, except foreign nationals, are required to take the loyalty oath/affirmation provided by the District, as set forth in the Constitution of California.

Employees are required to fulfill disaster service worker training.

When working in the role as a Disaster Service Worker, employees are required to keep detailed records of assignments, time worked, and any reimbursable expenses such as travel expenses. Employees should remain in close communication with their assigned Disaster Service Manager.

An employee may be temporarily exempted from disaster service work for urgent personal reasons, as determined solely by the District Manager. Urgent personal reasons include, but are not limited to, caring for or securing the safety of dependent family members, or addressing other urgent personal need such as a residential evacuation.

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SECTION 2. UNAUTHORIZED ABSENCE IS PROHIBITED IN THE EVENT OF AN  
“EMERGENCY CONDITION”

In the event of an “emergency condition,” the District designates all employees as Disaster Service Workers, and expects such employees to report to their workplace or worksite and not to leave such workplace or worksite.

As used in this policy, “emergency condition” means the existence of either of the following: (1) Conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (2) An order to evacuate a workplace, a worksite, a worker’s home, or the school of a worker’s child due to natural disaster or a criminal act.

The District will not prevent any employee from accessing the employee’s mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety during an emergency condition.

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**PERSONNEL POLICY ACKNOWLEDGMENT**

This is to acknowledge that I have received a copy of the San Benito County Water District Personnel Policies and understand that the Policies outline my privileges and obligations as an employee of the San Benito County Water District. I further understand that I am governed by the contents of the Personnel Policy and that it is my responsibility to read and familiarize myself with all information in the Policies. Since the information, requirements, and benefits described in these Policies are subject to change, I understand and agree that such changes can be made by the District in its sole and absolute discretion, and I agree to observe these changes in all respects.

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**SAN BENITO COUNTY WATER DISTRICT  
POLICY AGAINST SUBSTANCE ABUSE IN THE WORKPLACE FOR EMPLOYEES  
IN SAFETY SENSITIVE POSITIONS**

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**SECTION 1. PURPOSE**

The District recognizes that the use of alcohol, drugs, and controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, healthy, and productive work environment for all employees and the public, it is the District's objective to have a work force that is free from the influence of substance abuse. This policy also is intended to comply with all applicable federal regulations governing workplace anti-drug programs and safety sensitive employees.

The federal Drug-Free Workplace Act of 1988 and similarly, the California Drug-Free Workplace Act of 1990 requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the federal Department of Transportation (DOT). Also, the Federal Transportation Administration (FTA) and Federal Motor Carrier Safety Administration (FMSCA) of the DOT has enacted regulations that mandate urine drug testing and breathalyzer alcohol testing for safety sensitive positions and prevent performance of safety sensitive functions where there is a positive test result. The DOT also has set standards for the collection and testing of urine and breath specimens.

Employees shall be asked to sign a statement certifying that they have received a copy of this policy and understands its contents.

Any questions regarding rights and obligations under this Policy shall be referred to the General Manager or designee. This policy complies with 49 CFR Part 655, as amended, 49 CFR Part 382, as amended, and 49 CFR Part 40, as amended. Copies of Parts 655, 382, and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Department of Transportation (DOT) Office of Drug and Alcohol Policy and Compliance website <http://www.dot.gov/odapc>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with these regulations.

**SECTION 2. COVERED EMPLOYEES**

This policy applies to every person whose position requires the possession of a commercial driver's license (CDL); every employee performing a "safety-sensitive function" as defined below, and any person applying for such positions.

Under FMCSA (Part 382), you are a covered employee if you perform any of the following safety-sensitive functions:

- A. Driving a commercial motor vehicle which requires the driver to have a CDL.
- B. Waiting to be dispatched to operate a commercial motor vehicle.
- C. Inspecting, servicing, or conditioning any commercial motor vehicle.



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- D. Performing all other functions in or upon a commercial motor vehicle (except resting in a sleeper berth).
- E. Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments being loaded or unloaded.
- F. Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Under FTA (Part 655), you are a covered employee if you operate a vehicle requiring a commercial driver's license.

A safety sensitive employee is considered to be performing a safety sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety sensitive function, including off-site lunch periods and breaks.

See Attachment A for a list of covered positions by job title.

**SECTION 3. PROHIBITED CONDUCT**

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in Part 40.

- A. marijuana
- B. cocaine
- C. phencyclidine (PCP)
- D. opiates
- E. amphetamines

In addition, all covered employees are prohibited from the following:

- A. Performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. Consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform their function, they must take an alcohol test with a result of less than 0.02 prior to performance;
- C. Consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions;
- D. Consuming alcohol for eight (8) hours following involvement in an accident or until they submit to the post-accident drug and alcohol test, whichever occurs first;

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- E. Being under the influence of alcohol, drugs, or any controlled substances while subject to being called to duty, including stand-by time;
- F. Directly or through a third party, manufacturing, selling, distributing, dispensing, otherwise attempting to manufacture, sell, or distribute alcohol, drugs, or controlled substances during work hours, including rest breaks or while on District premises;
- G. Use of District property or premises to manufacture, sell, or distribute alcohol, drugs, or controlled substances; and
- H. Absence or tardiness as a result of having been under the influence of alcohol, drugs, or controlled substances during non-work time.

**SECTION 4. CONSEQUENCES FOR VIOLATIONS**

**A. FTA Consequences**

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of the employee's next regularly scheduled duty period (but for not less than eight hours unless a retest results in the employee's alcohol concentration being less than 0.02).

**B. FMCSA Consequences**

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional (SAP).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

**C. Treatment/Discipline**

The employee is responsible for the cost of rehabilitation services. However, the employee may use accrued paid leave for this purpose.

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Per the District's Disciplinary Policy (Article VII of the District's Personnel Rules), any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test may be subject to discipline up to and including termination.

**SECTION 5. CIRCUMSTANCES FOR TESTING**

**A. Pre-Employment Testing**

Pre-employment alcohol tests for safety-sensitive and covered positions are conducted after making a contingent offer of employment or transfer. All pre-employment alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40.

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions. An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive functions. If a pre-employment alcohol test is cancelled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before they can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

FMCSA Drug Testing Exceptions - A driver is not required to undergo a pre-employment test if:

1. The driver has participated in a DOT testing program within the previous 30 days; and
2. While participating in that program, either:
  - a. Was drug tested within the past six months (from the date of application with District), or
  - b. Participated in the random drug testing program for the previous 12 months (from the date of application with the District); and

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3. The District can ensure that no prior employer of the driver of whom District has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months.

**B. Reasonable Suspicion Testing**

All covered employees shall be subject to a drug and/or alcohol test when the District has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained manager based on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty.

Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

**C. Post-Accident Testing**

**1. FTA Procedures**

Covered employees shall be subject to FTA post-accident drug and alcohol testing under the following circumstances:

**Fatal Accidents**

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by the District using the best information available at the time of the decision, will be tested.

**Non-fatal Accidents**

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

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- a. The accident results in injuries requiring immediate medical treatment away from the scene, and the covered employee may have contributed to the accident.
- b. One or more vehicles incur disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
- c. The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the District using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

2. FMCSA Procedures

Covered employees shall be subject to FMCSA post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee who was performing safety-sensitive functions with respect to the vehicle.

Non-fatal Accidents

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, an alcohol test will be conducted on each driver who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

- a. The accident results in injuries requiring immediate medical treatment away from the scene; or

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- b. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, a drug test will be conducted on each driver who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

- a. The accident results in injuries requiring immediate medical treatment away from the scene; or
- b. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

- 3. The District reserves the right to conduct post-accident testing for non-covered employees in accordance with reasonable suspicion requirements.

**D. Random Testing**

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year within each DOT agency. The current year testing rates can be viewed online at <http://www.dot.gov/odapc/random-testing-rates>. If a given driver is subject to random testing under the rules of more than one DOT agency, the driver will be subject to random drug and alcohol testing at the annual percentage rate established by the DOT agency regulating more than 50% of the driver's function.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

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A covered employee will only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Random testing under the FTA may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift.

**E. Return to Duty Testing**

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

**F. Follow-up Testing**

Employees returning to safety-sensitive duty following leave for substance abuse rehabilitation will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.

A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

**SECTION 6. TESTING PROCEDURES**

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended. The procedures regarding alcohol and drug testing will be provided upon employee

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request to the General Manager or designee. Analytical urine controlled substance testing and breath testing for alcohol will be conducted as required under the DOT guidelines.

**Dilute Urine Specimen**

If there is a negative dilute test result, the District will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

**Split Specimen Test**

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. The District will cover the cost of the split specimen test guarantees that the split specimen test will be conducted in a timely fashion.

**SECTION 7. TEST REFUSALS**

A covered employee refuses to test if they:

- A. Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the District.
- B. Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- C. Fails to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because they have left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- D. In the case of a directly-observed or monitored urine drug collection, fails to permit monitoring or observation of your provision of a specimen.
- E. Fails to provide a sufficient quantity of urine or breath without a valid medical explanation.
- F. Fails or declines to take a second test as directed by the collector or District for drug testing.
- G. Fails to undergo a medical evaluation as required by the MRO or District's Designated Employer Representative (DER).
- H. Fails to cooperate with any part of the testing process.
- I. Fails to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- J. Possesses or wear a prosthetic or other device used to tamper with the collection process.
- K. Admits to the adulteration or substitution of a specimen to the collector or MRO.
- L. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- M. Fails to remain readily available following an accident.

If the MRO reports that a covered employee has a verified adulterated or substituted test result, the employee has refused to take a drug test.



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If a covered employee refuses to take a drug and/or alcohol test, they incur the same consequences as testing positive and will be immediately removed from performing safety sensitive functions, and referred to a SAP.

**SECTION 8. VOLUNTARY SELF-REFERRAL**

**FMCSA Procedures**

Any covered employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the General Manager, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from their safety-sensitive function until successful completion of a prescribed rehabilitation program. Prior to participating in a safety-sensitive function, the employee must also undergo a DOT return-to-duty drug test with a verified negative result and/or a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

**SECTION 9. PRESCRIPTION DRUG USE**

No prescription drug shall be possessed or used by an employee other than the employee for whom the drug is prescribed by a licensed medical practitioner. A prescription drug shall be used only in the manner, combination, and quantity prescribed. An employee must advise their supervisor of the use or influence of any prescription drug prior to beginning work, when taking the medication or drug could interfere with the safe and effective performance of duties, or the operation of a District vehicle or heavy machinery, such that the employee poses a direct threat to the health and safety of themselves or others. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

An employee's failure to provide this notice in a timely manner can result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

**SECTION 9. NOTIFYING THE DISTRICT OF ANY CRIMINAL DRUG STATUTE CONVICTION**

All District employees are subject to the provisions of the Drug-Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. In accordance with the Drug-Free Workplace Act of 1988,

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an employee must immediately notify the District of any criminal drug statute conviction of a violation that occurred in the workplace no later than five days after such conviction. Any employee who fails to provide this notice will be subject to discipline, up to and including termination.

**SECTION 10. CONSEQUENCES FOR VIOLATION OF THIS POLICY**

**A. Discipline**

Any violation of this Policy may result in discipline, up to, and including termination. Discipline may be imposed regardless of whether or not an employee is convicted of any crime related to any violation of this Policy.

Any violation of this Policy that may constitute criminal conduct or violation of the DOT regulations may be reported to the appropriate law enforcement agencies and/or subject the employee to civil penalties.

**B. Removal from Work Site**

Employees reasonably believed to be under the influence of alcohol, drugs, or controlled substances shall be immediately prevented from engaging in further work and shall be detained for a reasonable time until they can be safely transported from the work site.

**C. Removal of Safety Sensitive Functions**

An employee whose alcohol test indicates an alcohol concentration level between .02 and .04 will be removed from their safety sensitive position for at least 24 hours. An employee whose alcohol test indicates an alcohol concentration level greater than .04 will be removed from their safety sensitive position for a period to be determined by the General Manager or designee.

If an employee tests positive for drugs or controlled substances, the employee may not perform safety sensitive functions until satisfying the following requirements:

1. The employee must be retested and receive a verified negative result; and
2. When referred to a Substance Abuse Professional, the employee must complete any course of rehabilitation and submit to a return-to-duty test, as developed with the assistance of the Substance Abuse Professional. The District is not required to pay for this type of treatment.

A Substance Abuse Professional is a licensed physician, psychologist, social worker, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol, drug, and controlled substance abuse disorders.

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**D. Termination for Inability to Perform Essential Functions**

After the District has complied with any legal obligation to reasonably accommodate an employee's protected disability, the District may terminate an employee who is unable to perform the essential functions of the job.

**SECTION 11. RECORDS KEEPING AND CONFIDENTIALITY**

The District is obligated to maintain records of the administration, including violations, of this Policy for a period of five years.

Any laboratory reports and test results shall not appear in an employee's general personnel folder but will be contained in a separate, confidential medical folder that will be securely kept under the control of the General Manager or designee. The report or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur under the following situations:

- A. When the information is compelled by law or by judicial or administrative process;
- B. When the information has been placed at issue in a formal dispute between the employer and employee;
- C. When the information is to be used in administering an employee benefit plan; or
- D. When the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.
- E. When requested by the DOT or any state or local officials with regulatory authority over the District or any of its safety sensitive employees.

**SECTION 12. REHABILITATION**

The District encourages employees to use District-sponsored employee assistance programs voluntarily to assist them in resolving any alcohol, drug, or controlled substance abuse problems. Employees should contact their supervisor, General Manager or designee for additional information, including further information concerning the dangerous effects of alcohol misuse and drug use on an employee's health, work, and personal life. The District is committed to providing reasonable accommodation to those employees whose alcohol or drug abuse problem classifies them as disabled under federal and/or state law.

While the District will be supportive of those who seek help voluntarily, the District will be firm in identifying and disciplining those who continue to be substance abusers and who do not seek

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help or continue substance abuse even while enrolled in counseling or rehabilitation programs. Therefore, the District may require employees to use employee assistance programs, and in addition to mandatory referrals to a Substance Abuse Professional where applicable.

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**ATTACHMENT A: LIST OF COVERED POSITIONS BY JOB TITLE**

Water Distribution/Maintenance I

Water Distribution/Maintenance II

Water Distribution/Maintenance III

**San Benito County Water District  
Agenda Transmittal**

Agenda Item: 6

Meeting Date: November 29, 2023

Submitted By: Steve Wittry

Presented By: Steve Wittry

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**Agenda Title:** Consider Support and Application for USBR CVP Reserved Works Funding from the Aging Infrastructure Account

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**Detailed Description:**

The 2021 Bipartisan Infrastructure Law (BIL) authorized \$3.2 billion for extraordinary maintenance (XM) of Bureau of Reclamation facilities. These funds are available to both reserved and transferred works facilities and will be administered through the Aging Infrastructure Account (AIA), a USBR-wide revolving fund created to sustain investment in XM.

This item will authorize the submission of a letter of support for the California-Great Basin Region (CGB) proposed use of FY 2024 AIA funds for XM. Further, the letter would constitute the District's application for use of said funds for CVP system infrastructure.

Attached is a letter from the CGB Regional Director that further details the proposed XM activities and potential impacts to rates connected with repayment of project expenses.

**Prior Committee or Board Action(s):** N/A

**Financial Impact:**            X     Yes                   No

No initial impact. However, if any USBR CVP projects are selected for funding, the repayment of AIA funding would be required. This increase is expected to be minor and would be implemented in the year following the completion of the XM project(s).

**Funding Source/ Recap:**  
TBD

**Material Included for Information/Consideration:**

US Department of Interior letter received October 30, 2023  
Draft Letter of Application/Support

**Recommendation:** Authorize the submission of a letter of support and application for USBR CVP reserved works funding from the Aging Infrastructure Account.

**Action Required:** \_\_\_\_\_ Resolution   X   Motion \_\_\_\_\_ Review

**Board Action**

\_\_\_Resolution No. \_\_\_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_

RECEIVED

UCI 30 2023

SAN BENITO COUNTY  
WATER DISTRICT

To: All Central Valley Project (CVP) Water Contractors and WAPA

Subject: FY 2023 CVP Reserved Works Application for Funding from the Aging Infrastructure Account

Dear [Water Contractor or WAPA]:

California-Great Basin (CGB) Region of the Bureau of Reclamation (Reclamation) will submit FY 2024 applications to fund extraordinary maintenance (XM) of CVP reserved works from the Aging Infrastructure Account and to extend the associated repayment. The CGB Region requests a letter affirming your support of our application for extended repayment of funds from the Aging Infrastructure Account and that the letter be received by CGB no later than **December 31, 2023**.

The 2021 [Bipartisan Infrastructure Law](#) authorized \$3.2 billion for XM of Reclamation facilities. These funds are available to facilities at both reserved and transferred works and will be administered through the [Aging Infrastructure Account](#), a Reclamation-wide revolving fund created to sustain investment in XM. Reclamation's [FY 2024 Spend Plan](#) authorizes \$680 million from the Aging Infrastructure Account through a competitive funding process with the application period open from October 2, 2023 until December 1, 2023.

For a reserved works XM application, support of the CVP water and power customers responsible for the repayment of the reimbursable amount of the XM increases the likelihood of the project receiving funds from the Aging Infrastructure Account. The projects included in the FY 2024 CVP reserved works XM application are included on the attached Tables which show project costs, reimbursability determinations, cost allocation, and rate impacts for CVP water contractors and power customers. The project costs, reimbursability determinations, cost allocation, and rate impacts shown on the attached Tables are considered estimates and subject to change. Each individual project will be evaluated independently, and there is no guarantee of any, or all, project(s) being awarded funds from the Aging Infrastructure Account. Projects that are selected will follow established reimbursability and terms for extended repayment in accordance with project authorization and cost allocation practices. For more detail on award criteria, see the [FY 2023 Aging Infrastructure Report to Congress](#).

This funding opportunity would allow the CGB Region to fund a greater amount of XM than is possible through annual appropriations. The estimated reserved works XM need for CGB is over \$1 billion and annual appropriations are approximately \$30 million. The CGB Region is not the only region with limited ability to fund XM and the Aging Infrastructure Account was created as a Reclamation-wide solution. As a revolving fund, the Aging Infrastructure Account will reinvest the costs and interest recovered to fund future XM needs. This funding opportunity is separate from the [XM rate developed by CGB](#) in 2022.

Enclosed is a template letter of support, that you may revise as you see fit. The letter of support can be submitted electronically to Duane Stroup, [dstroup@usbr.gov](mailto:dstroup@usbr.gov), or mailed to the address provided in the enclosure. Please respond by **December 31, 2023**.

If you have any questions in the meantime, please contact Duane Stroup at (559) 246-8487 or Sabir Ahmad at (916) 978-5187.



Area Office	Project	Activity Title	Activity Description	Transferred /Reserved	Recovery Method	Aging Infrastructure Amount Request
NCAO	CVP, Shasta Div	Shasta PP Microgrid Reliability Improvements	Upgrade transformers, conductors, protection and relaying of the microgrid that services facilities around Shasta Powerplant, including Livingston-Stone National Fish Hatchery, Shasta Pumping Plant and Shasta Maintenance Center. Install new substation at LSNFH and 1MW standby generator.	Reserved	XM Rate	\$ 23,265,000
NCAO	CVP, Shasta Div	SH-PP SSU1 Overhaul		Reserved	XM Rate	\$ 18,100,000
NCAO	CVP, Shasta Div	SH-PP-U1-5 Condense Mode Capability		Reserved	XM Rate	\$ 4,412,000
NCAO	CVP, Shasta Div	Livingston Stone National Fish Hatchery (LSNFH),		Reserved	XM Rate	\$ 21,627,000
NCAO	CVP, Trinity River Div	Spring Creek Runner Replacement		Reserved	XM Rate	\$ 2,866,517
CCAO	CVP, East Side Division	New Melones Rewind		Reserved	XM Rate	\$ 17,391,000
CCAO	CVP, American River	Folsom Campus Infrastructure Upgrades		Reserved	XM Rate	\$ 9,300,000
SCCAO	CVP, San Luis	San Luis Canal Subsidence		Reserved	XM Rate	\$ 80,000,000
SCCAO	CVP, Delta	Tracy Fish Facility Monorail Trash Rake Replacement		Reserved	Non-Reimbursable	\$ 10,000,000
						\$ 186,961,517



## ***San Benito County Water District***

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*30 Mansfield Road • P.O. Box 899 • Hollister, CA 95024-0899*

*Phone: (831) 637-8218 • Fax: (831) 637-7267*

November 29, 2023

Mr. Duane Stroup  
Bipartisan Infrastructure Law Coordinator  
CGB-103  
United States Bureau of Reclamation  
2800 Cottage Way  
Sacramento, CA 95825-1898

Subject: Letter of Application for FY 2024 CVP Reserved Works Funding from the  
Aging Infrastructure Account

CGB Region,

The San Benito County Water District (District) supports the CGB Region's proposed use of FY 2024 Aging Infrastructure Account funds for the CVP reserved works extraordinary maintenance projects detailed in the notification letter, and requests that this letter constitute the district's support for use of said funds.

If the work is selected for funding from the Aging Infrastructure Account and Reclamation advances funds, the District understands there is an obligation to repay our share of the reimbursable costs. We acknowledge that the XM is on reserved works and Reclamation will use the funds to perform the XM work and that no Federal funds will be advanced directly to us.

Steve Wittry  
General Manager

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

**San Benito County Water District  
Agenda Transmittal**

Agenda Item:

7

Meeting Date: November 29, 2023

Submitted By: Steve Wittry

Presented By: Steve Wittry

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**Agenda Title:** Consider Increasing the Authorized Amount to Purchase a Dump Truck by \$12,236.93 for a total amount of \$182,862.28

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**Detailed Description:**

On October 25, 2023, the Board authorized the approval of a new dump truck from Pape/Kenworth in the amount of \$170,625.35. The amount was based upon a quotation from the vendor. Prior to consideration by the Board, staff requested and received confirmation that the quotation was appropriate. On October 26<sup>th</sup>, staff acted to purchase the vehicle.

On October 30<sup>th</sup>, the district was contacted by the vendor identifying an error in the quotation that would result in a higher cost for the equipment (Email attached). Unfortunately, the dealer failed to include a 'legacy engine' surcharge (\$9000) and a CARB Warranty (\$1,866).

Staff reached out to the other vendors to ensure that the quotations were valid and then performed a 'line by line' comparison of the quotations to ensure an 'apples to apples' evaluation summarized below:

Item		Pape/Kenworth	Westmark/Freightliner
Original Quote		\$ 170,625.35	\$ 173,176.52
Revised Quote		\$ 182,862.28	\$ 173,176.52
	Additives required for immediate use		
	Ditch Gate	included	\$ 771.29
	Hitch/pintle	included	\$ 3,794.71
	Tarp (rewind unit)	included	\$ 2048.51
	Beacon	included	\$ 1,536.39
Total Cost		\$ 182,862.28	\$ 181,327.42
Delivery Date		April 2024	October 2024



BOARD AGENDA MEMO

DATE: November 8, 2023

TO: Board of Directors

FROM: Administration Committee  
(Flores/Shelton)

SUBJECT: Board Recommendation to purchase a new Dump Truck from  
Pape/Kenworth in the Amount of \$182,862.28

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The Administration Committee met on November 8, 2023 and discussed the revised proposals for a new dump truck.

The Administration Committee agreed to recommend Board Approval of the Purchase of a Dump Truck from Pape/Kenworth in the Amount of \$182,862.28.



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Director Flores



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Director Shelton



PAPÉ KENWORTH

CUSTOMER TRUCK  
SALES ORDER

Page 1 of 2

SIC Code:

<b>INVOICE ADDRESS</b>		<b>Buyer Name</b> SAN BENITO COUNTY WATER DIST		<b>DELIVERY ADDRESS</b>		<b>Name</b>	
Address 30 MANSFIELD RD.				Address			
City HOLLISTER		State CA Zip 95023		City		State Zip	
Phone (831) 637-8218		Fax		Phone		Fax	
PO No.		Delivery/F.O.B.		Est. Delivery Date February 2024			
<b>EQUIPMENT</b>		Yr/Make 2025 / KW		Mileage		<b>NEW</b>	
		Model T380		VIN No. TBD		<input checked="" type="checkbox"/>	
						<input type="checkbox"/>	
<b>Description:</b> T380 CHASSIS						\$121,115.40	
5-7 YARD DUMP, AUTO TRANS PTO, WOOD RUNNERS, CENTER DITCH GATE, FUEL, DEF, DETAIL, MATS						\$47,634.30	
CARB WARRANTY SURCHARGE / CARB LEGACY ENGINE SURCHARGE, DELIVERY PREP, CHROME, TRANSPORT						\$0.00	
Doc Fee						\$85.00	
Admin Fee						\$75.00	
<input type="checkbox"/> See attached Kenworth Vehicle Summary or Addendum							
<b>Additional Equipment/Accessories</b>						<b>Cost</b>	
CA Tire Recycling				\$17.50		Add'l Equipment Sales Price	
						Transportation Charges	
						Federal Excise Tax	
						State Sales Tax 8.25%	
						\$13,935.05	
<b>TRADE</b>		Yr/Make		<input type="checkbox"/> See attached Addendum		Misc. Document/License Fee	
		Model				Less Net Trade-In Allowance	
		VIN No.				Total Differential Price	
						\$182,862.25	
<b>Lienholder</b>		<b>Mileage</b>		<b>Less Deposit with Order</b>		\$0.00	
<b>Trade In Allowance</b>		<b>Less (Est.) Payoff</b>		<b>Balance Due on Delivery</b>		\$182,862.25	
<p>* The Sales Price shown in this order will be adjusted by the same increase or decrease as any increase or decrease in Dealer's factory list prices and any increase or decrease in transportation costs between today's date and the date of delivery.</p>							
<b>WARRANTY</b>		<input checked="" type="checkbox"/> NEW STANDARD KENWORTH CHASSIS <input type="checkbox"/> VENDOR NEW EXTENDED (describe) <input type="checkbox"/> VENDOR NEW EXTENDED (describe) <input type="checkbox"/> USED (describe) <input type="checkbox"/> AS IS / NO WARRANTY					
		Buyer Initial: _____					
<p>A heavy-duty tractor and 53-foot or longer box-type trailer operated in California may be subject to the California Air Resources Board Heavy-Duty Vehicle Greenhouse Gas Emission Reduction measure. These vehicles may be required to use low-rolling resistance tires and meet aerodynamic equipment requirements to reduce greenhouse gas emissions. For more information, please visit the California Air Resources Board website at <a href="http://www.arb.ca.gov/cc/hdghg/hdghg.htm">http://www.arb.ca.gov/cc/hdghg/hdghg.htm</a>.</p>							
<p>If trade-in, Buyer certifies that there is no lien of any kind and that the Trade is free and clear and is his sole and absolute property except as noted above. The undersigned Buyer places a firm order.</p>							
<b>PAPÉ KENWORTH</b>				<b>BUYER</b>			
Store 10- SAN LEANDRO							
City SAN LEANDRO		State CA Zip 94577		By _____		Title _____	
By JOHN MCMAHON		Title TERRITORY MANAGER		By _____		Title _____	
Date 10/31/23				Date			

# TERMS AND CONDITIONS OF SALE

**TERMS AND CONDITIONS OF SALE:** Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

**1. Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

**2. Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

**3. Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

**4. Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

**5. Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

**6. Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

**7. Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

**8. Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

**9. Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

**10. Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

*I have read, understand and am bound by the above Terms and Conditions of Sale.*

Buyer Initial Here



PAPÉ KENWORTH - SAN LEANDRO (P350)  
1755 ADAMS AVENUE  
SAN LEANDRO, California 94577

SAN BENITO COUNTY WATER DIST  
30 MANSFIELD ROAD  
HOLLISTER, California 95023  
United States of America

John McMahon  
Cell Phone:  
Office Phone:  
Email: jmcMahon@papekenworth.com

BARBARA MAURO  
Email: bmauro@sbcwd.com

## Vehicle Summary

Unit		Chassis	
Model:	T380 Series Conventional	Fr Axle Load (lbs):	12000
Type:	FULL TRUCK	Rr Axle Load (lbs):	21000
Description 1:	33K GVW 5 to 7 YRD DMP	G.C.W. (lbs):	45000
Description 2:	330HP ALLISON		
Application		Road Conditions:	
Intended Serv.:	Local Pickup & Delivery: Vehicles which	Class A (Highway)	90
Commodity:	General Freight	Class B (Hwy/Mtn)	10
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
		Maximum Grade:	6
Body		Wheelbase (In):	189
Type:	Van	Overhang (In):	75
Length (ft):	11	Fr Axle to BOC (in):	67.5
Height (ft):	12		
Max Laden Weight (lbs):	4000		
		Cab to Axle (in):	121.5
		Cab to EOF (in):	196.5
No. of Trailer Axles:	0	Overall Comb. Length (In):	304
Type:			
Length (ft):	0	Special Req.	
Height (ft):	0	U.S. Domestic Registry, 50-state.	
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: \_\_\_\_\_

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

Note: All sales are F.O.B. designated plant of manufacture.

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Deal: 33K GVW 5 to 7 YRD DMP  
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Sales Code	Std/ Opt	Description	\$ List	Weight
<b>Model</b>				
0000380	S	T380 Series Conventional	107,796	9,930
0070086	S	T380 Aero Hood	0	0
0080050	O	CARB Clean Idle Label - PACCAR PX Engines	36	0
0080314	O	EPA Clean Idle Label - PACCAR PX Engines	36	0
0090143	O	T380 Automatic	0	0
0098405	O	State of Registry: California	0	0
<b>Engine &amp; Equipment</b>				
0130221	O	PACCAR PX-9 330 330@1750 1000@1200, 2024 With Turbo Exhaust Brake (VGT Brake) N09420 C333 0.....Reserve Speed Limit Offset ( N09380 C334 0.....Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0.....Expiration Distance (N207) N09540 C395 0.....Expiration Distance (N209) N09260 C121 64....Max Vehicle Speed in Top Gea N09440 C234 NO....Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 64....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	10,290	694
1000047	O	CARB Emissions Warranty Engine	0	0
1000151	S	PremierSpec	0	0
1000244	O	Gearing Analysis: Balance power/economy blend results.	0	0
1000256	O	Customer's Typical Operating Spd: 64 MPH	0	0

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1000524		RegistrationYear Year of Registration: 2024	0	0
1000684		Effective VSL Setting NA	0	0
1000858	O	Engine Idle Shutdown Timer Disabled	0	0
1000859	O	Enable EIST Ambient Temp Override	0	0
1000891		Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0	0
1002060	S	Air Compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0	0
1041399	S	Air Cleaner: MD Composite Engine Mounted	0	0
1105231	O	Fan Hub: Horton On/Off for PX-9 or L9N	66	0
1121231	S	Cooling Module: 2.1M MD - Aero Hood 1000 Square Inches	0	0
1247263	O	EXH: Single Can 2024 RH Under with RH Side-of-Cab Vertical Tailpipe	2,941	0
1290124	O	Tailpipe: 5 in. single 24 in. 45 degree curved.	154	6
1321102	S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0	0
1321200	S	Run Aid:None *For Fuel Filter	0	0
1321300	S	Start Aid:None *For Fuel Filter	0	0
1700149	O	Retarder: Jacobs for PX-9 and ISL With 3-way switch. Replaces the standard turbo brake for PX-9 engines.	2,486	57
1816260	S	Alternator: PACCAR 160 amp, Brush Type	0	0
1821220	S	Batteries: 2 PACCAR GP31 Threaded Post (700-730) 1400-1460 CCA dual purpose.	0	0
1836106	O	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12- volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	39	0
1840065	S	12V Low Voltage Disconnect for Battery Protection	0	0
1840067	O	Battery Disconnect Switch Mounted on Battery Box Provides One (1) Switch	395	0
1900996	O	Jump Start Terminals Under Hood.	71	0
1901018	S	Remote PTO/Throttle, 12-Pin, 250K, Back of Cab OR Back of Sleeper, J1939, Remote Control Provision	0	0

#### Transmission & Clutch

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Sales Code	Std/ Opt.	Description	\$ List	Weight
2011613	O	Transmission: Allison 3000RDS 6-speed, With PTO drive gear, 6th Generation controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	10,112	399
2406440	O	Driveline: 2 Dana SPL140 1 Centerbearing	342	68
2410018	O	Torque Converter Included W/ Allison Transmission.	0	0
2410153	O	Push Button Shifter Controls, Center Console Mounted for Allison Transmission. 2.1m Medium Duty only.	0	0
2410204	O	Allison Fuel Sense: Delete	0	0
2410310	O	Allison Neutral at Stop	0	0
2429358	O	Rear Transmission Support Springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	93	0
2429378	O	Customer Installed Transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0	0
<b>Front Axle &amp; Equipment</b>				
2532104	S	Hendrickson Steertek Front Axle 12.5K rated @ 12K Standard Track 3.32 in. drop.	0	0
2621310	S	Front Brakes: 14.6K Bendix ES S-Cam 16.5x5 in.	0	0
2690002	S	Front Brake Drums: 14.6K 16.5x5 in. cast.	0	0
2702500	S	Front Hub: Iron Hub Pilot 14,600 lbs. 11-1/4 in. bolt circle. For use w/ air disc brakes. Consider wheelguards (5850002) w/ aluminum wheels.	0	0
2741970	S	ConMet PreSet Plus Hub Package; Front Axle.	0	0
2750001	S	Hubcap: Front Vented.	0	0
2765001	S	Front Auto Slack Adjuster for Drum Brakes.	0	0
2883002	S	Front Springs: Mono-leaf 12K W/ Shock Absorbers With maintenance-free elastomer spring pin bushings.	0	0
2895223	S	Single Power Steering Gear: 13.2K for Air Brakes.	0	0
2900061	O	50 mm Front Suspension Spacer Block	0	0
<b>Rear Axle &amp; Equipment</b>				
3032200	S	Single Meritor MS21-14x4 Rear Axle rated at 21K.	0	0
3200513	O	Rear Axle Ratio - 5.13.	0	0

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Deal: 33K GVW 5 to 7 YR DMP

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Sales Code	Std/Opt	Description	\$ List	Weight
3330004	S	Single Rear Brakes 16-1/2x7 in. Bendix ES-extended service S-cam.	0	0
3392007	S	Single Rear Brake Drums: Cast S-Cam Single For use with 15x8.625", 16.5X7" or 16.5X8.625" brake.	0	0
3403220	S	Single Rear Hubs: Iron Hub Pilot 26k; 11.25" Bolt circle. Requires "R" series outer ends.	0	0
3441971	S	ConMet PreSet Plus Hub Package; Single Rear Axle.	0	0
3465001	S	Single Rear Axle Automatic Slack Adjusters. For use with drum brakes.	0	0
3485007	S	Spring Brake: 3030 Long Stroke Single 3 in. travel. For drum brakes. Helps keep brakes in adjustment longer.	0	0
3495226	S	Bendix 4S/4M Anti-Lock Brake System.	0	0
3622215	O	Rear suspension: single Hendrickson HAS210L 21K. Welded steel crossmember and gussets w/shocks at 8.3 in. laden height, 8.5 in. unladen height. Medium-duty. Includes air suspension dump valve. Not rear air disc brake compatible.	1,076	-121
<b>Tires &amp; Wheels</b>				
4030023	O	Front Tires: Goodyear Endurance RSA 11R22.5 14PR	444	14
4238739	O	Rear tires: Goodyear Fuel Max RTD 11R22.5 14PR 42.1 in. diameter, all position. 19.6 in. SLR. Code is priced per pair of tires.	1,160	44
4900004	O	Rear Tire Quantity: 4	0	0
5042292	S	Front Wheel: Accuride 51455 22.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 5-hand hole. Air disc brake compatible.	0	0
5242392	S	Rear Wheel: Accuride 51455 22.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 5-hand hole. Air disc brake compatible. Code is priced per pair of wheels.	0	0
5853906	O	Powder Coat White Steel Wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	0
5900004	O	Rear Wheel/Rim Quantity: 4	0	0
<b>Frame &amp; Equipment</b>				
6054250	S	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 308 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in.-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	0	159

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Sales Code	Std/Opt	Description	\$ List	Weight
6302460	O	Bumper: Tapered Painted Steel Channel. Requires a bumper setting code.	475	65
6319040	S	40 In. Bumper Setting. Requires a Bumper Code.	0	0
6321010	S	Front Tow Loops: Two	0	0
6391201	O	Custom Frame Layout; One Chassis CFL A/D: R/H Inside and below top of frame	1,380	0
6397001	O	Huck Bolts Throughout Frame, where Possible.	0	0
6400644	O	Battery Box Cantilever Aluminum BOC with Smooth natural finish aluminum cover.	447	19
6409902	S	Battery Box Location: RH Side.	89	0
6451125	O	DPF/SCR Box Natural End Plates and Natural cover.	0	0
6490138	S	Stamped Steel Intermediate/ Fill-In Crossmember.	0	0
6490433	O	Heavy-Duty 5-Piece Rear Cab Support, Hucked assembly. Huck fastened to frame.	57	15
6737120	O	Quarter Fenders: Black Polypropylene W/ Painted steel brackets, single post mounted, 21 in. white top flap with logo.	193	43
6742009	S	Square End-of-Frame W/O Crossmember; Non-Towing.	0	0

#### Fuel Tanks & Equip

7140050	S	50 US Gallon D-Shape Rectangular Aluminum Under fuel tank, replace. With non-slip step.	0	0
7722170	S	Small DEF Tank, 5.5 Gallons.	0	0
7889203	O	DEF to Fuel Fill Ratio 2:1 or Greater.	0	0
7889606	S	DEF Tank Location Is LH Under Cab.	0	0
7920050	S	Location: 50 gal fuel tank LH under cab	0	0

#### Cab & Equipment

8024311	S	Cab: Stamped Aluminum with Curved Windshield LED markers. Requires seperate roof code.	0	0
8090154	O	Hood: Short Aero w/ Chrome Crown	107	0
8108002	O	Fine Particulate Filter for Cabin Air HVAC system. To provide extra filtration in high dust applications. Cabin airflow is reduced with this additional filter. *Cannot be used with code 8108003.	35	0
8108011	S	Cab HVAC - Day Cab and 40 In. Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.		
8201013	S	Steering Wheel: 18 in. 4-Spoke.	0	0
8201200	S	Adjustable Telescoping Tilt Steering Column.	0	0
8203060	O	5 Sets of Keys. Replaces Standard 2 Sets of Keys.	34	0
8203196	O	Dash Mounted Compact Trailer Brake Valve. Self Returning.	0	0
8205135	O	Information for Customer-Installed PTO Muncie 10-bolt.	0	0
8205177	O	Dash Switch:1st Allison-Mounted PTO. Electric switch and wiring are factory-installed to control the 1st Allison Trans. mounted PTO.	167	0
8208476	O	Three Spare Switches: Wired to Power. BOC Wire termination.	71	0
8220106	O	Gauge: Dash Mounted Air Filter Restriction Gauge.	122	0
8221105	O	Gauge: Air Application Gauge.	46	0
8221144	O	Gauge: Air Suspension Pressure Gauge.	110	0
8222402	O	Gauge: DD Virtual Gauge - Trailer Reservoir	74	0
8222403	O	Gauge: DD Virtual Gauge - Trailer Brake Application	55	0
8222407	O	Gauge: DD Virtual Gauge - Axle Temp Forward Rear Or Single Rear	95	0
8222409	O	Gauge: DD Virtual Gauge - Air Filter Restriction	0	0
8222411	O	Gauge: DD Virtual Gauge - Eng Pto Hour	36	0
8222413	O	Gauge: DD Virtual Gauge - Manifold Pressure Boost	0	0
8222414	O	Gauge: DD Virtual Gauge - Engine Percent Torque	0	0
8222418	O	Gauge: DD Virtual Gauge - Engine Hours Instrument Cluster	0	0
8222419	O	Gauge: DD Virtual Gauge - Volts	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
		Instrument Cluster		
8222712	O	Gauge: Fuel Filter Restriction Gauge.	130	0
8282024	S	Main Instrument Package: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0	0
8330591	S	Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0	0
8410102	O	Driver Seat: KW Air Seat HB Vinyl w/o Armrests w/ Susp Cover	76	0
8478051	S	Rider Seat: KW Toolbox 2-Man Bench Vinyl	0	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	394	0
8601874	O	CB Radio: Cobra 29 W/Weatherband/ Single Ant. Transceiver/ Sound Tracker/ Illum Panel w/microphone clip mtd on side	476	0
8698965	O	Speaker Package For Cab: (2) Speakers B-Pillar	51	0
8700196	S	Turn Signal: Self-Cancelling	0	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0	0
8700663	O	Kenworth TruckTech+: This system provides the World's Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This is standard on all Kenworth models with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine.	0	0
8800402	S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0	0
8832113	S	Kenworth Daylite Door With Standard LH/RH electric door locks and LH/RH electric window controls.	0	0
8850139	S	Look-Down, Pass. Door, Black 11x6	0	0
8850842	S	Mirror Shell: Dual Aero In-Mold Black	0	0
8860852	O	Mirror: Dual KW Aero Rear View Motor, heated with Integral CX	66	0
8871446	S	Rear Cab Stationary Window 19in x 36in	0	0
8890101	S	One-Piece Bonded-In Windshield With Curved Glass. Standard.	0	0
8890874	O	Kenworth Cab Air Suspension.	133	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
8891012	S	Roof: Low Profile Stamped Steel	0	0
<b>Lights &amp; Instruments</b>				
9010803	S	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and DRL. Fender Mtd.	0	0
9022137	S	Marker Lights: Five, Rectangular, LED	0	0
9030052	S	LED Stop, Turn, Tail: With Two LED Backup Lights and With An LED License Plate.	0	0
9090049	O	Omit Brake Light with Engine Brake. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	0
<b>Air Equipment</b>				
9101218	S	Air Dryer: Bendix AD-HF Puraguard Heated	0	0
9108001	S	Moisture Ejection Valve W/ Pull Cable Drain.	0	0
9110020	O	Full Truck Kit Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	938	15
9140020	S	Nylon Air Tubing in Frame & Cab, Excluding Hoses subject to excessive heat or flexing.	0	0
9140238	O	Locate Air Dryer Outside RH Rail BOC. This code requires the use of a custom frame layout code.	0	0
9140328	O	Trailer ABS Electric Supply Through SAE J560 7-pin connector per TMC RP137).	0	0
<b>Extended Warranty</b>				
9200008	O	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9200022	S	Base Warranty - Standard Service Medium Duty 12 months / Unlimited miles & km	0	0
9210374	O	2024 CARB Legacy Engine Provision: PX	9,000	0
9212661	O	TruckTech+ RD - 5YR Sub PACCAR PX Engines	799	0
9220006	O	Base Warranty: Emissions (CARB Operation) 5YR/150K MI - PX-9 Engine	1,866	0
<b>Miscellaneous</b>				
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
9491659	S	VMUX Architecture	0	0

Price Level: January 1, 2024

100% Complete

Date: October 31, 2023

Deal: 33K GVW 5 to 7 YRD DMP

Quote Number: QUC-973592-M5K6TG

Printed On: 10/31/2023 1:14:06 PM





Sales Code	Std/Opt	Description	\$ List	Weight
<b>Promotions</b>				
<b>Paint</b>				
9700000	O	Paint Color Number(s).	0	0
		N9702 A - L0006 WHITE		
		N9770 BUMPER L0006 WHITE		
		N9720 FRAME N0001 BLACK		
9943002	O	Bumper Painted Other Than Color A: Specify Color	791	0
9943048	O	Day Cab Bulk Paint	0	0
9943050	S	Day Cab Standard Paint	0	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	S	Base Coat/ Clear Coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

### Special Requirements

Special Requirement 1 0098025  
Special Requirement 2  
Special Requirement 3  
Special Requirement 4

### Order Comments

Total Weight

11,407

## Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

### PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change

Price Level: January 1, 2024

100% Complete

Date: October 31, 2023

Deal: 33K GVW 5 to 7 YRD DMP

Quote Number: QUO-973592-M5K6T6

Printed On: 10/31/2023 1:14:06 PM



*without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*

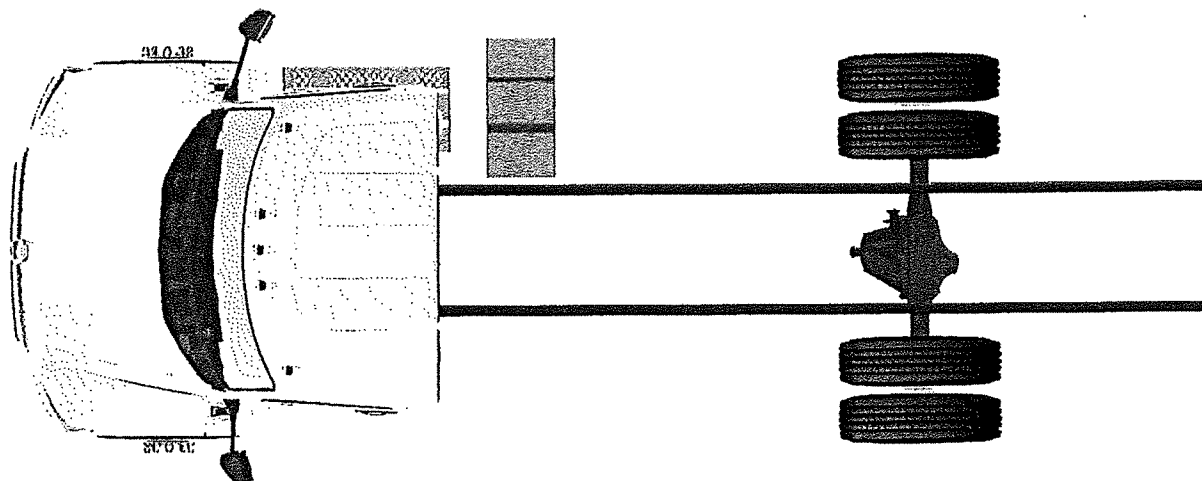


Shipping Destinations

Intermedlate Destination: NONE

Final Destinations	Quantity
Western Contruction Components, Inc. 10477 S. Avenue 4E Yuma, Arizona 85365	1

# FRAME LAYOUT

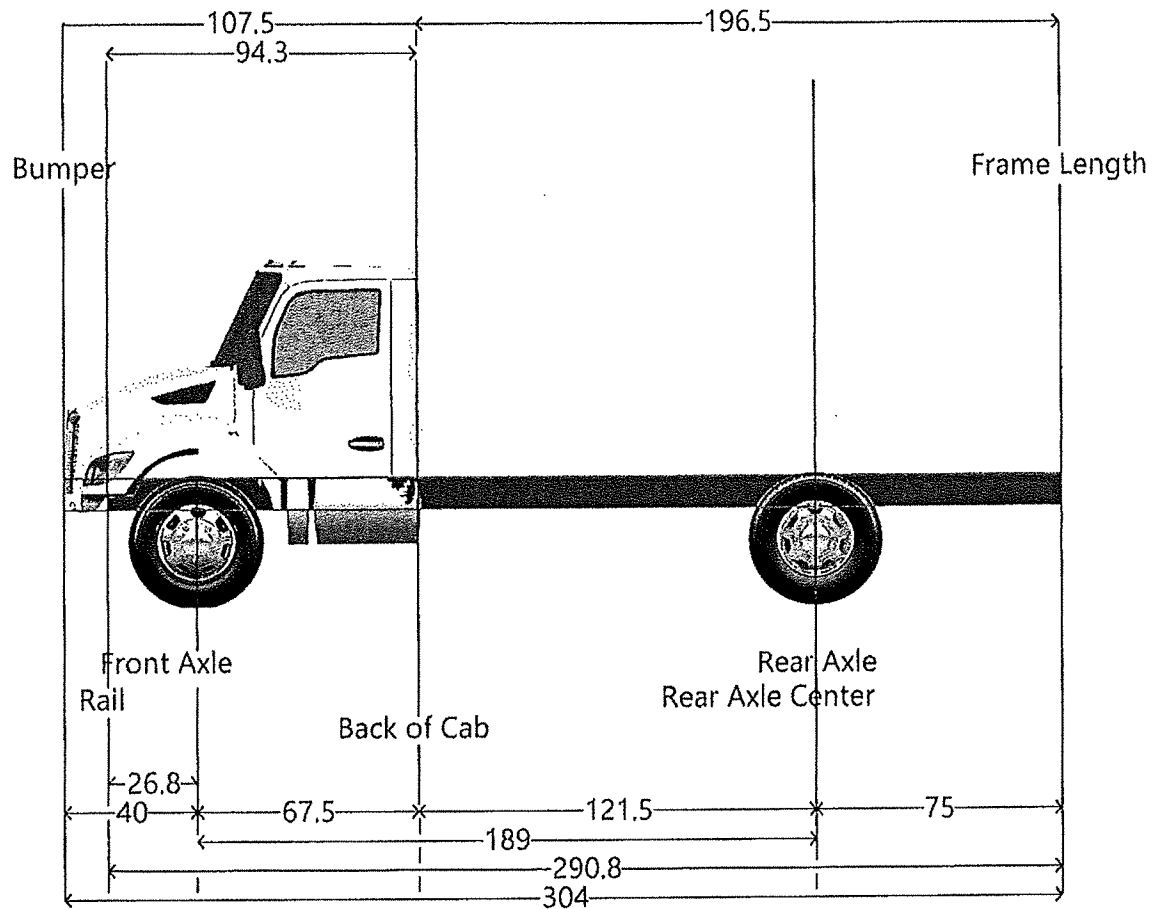


**Note:** Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured.  
Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.

## Selected Options (Wheelbase: 189)

Sales Code	Description	Length	Side
7140050	50 US Gallon D-Shape Rectangular Aluminum Under	32.7	Left
7722170	Small DEF Tank, 5.5 Gallons.	6.6	Left
6400644	Battery Box Cantilever Aluminum BOC with Smooth	17.5	Right

# HORIZONTAL DIMENSIONS

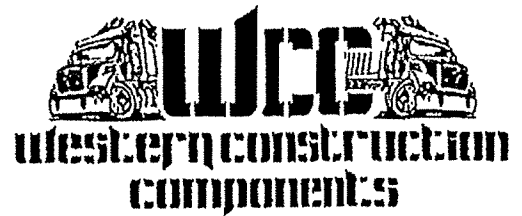


Dimension	Measurement	Start	End
Axle Spacing	0	189	189
Bumper to Back of Cab	107.5	-40	67.5
Bumper to Front Axle	40.0	-40	0
Bumper to Front Frame	13.2	-40	-26.8
Cab to End of Frame	196.5	67.5	264
Cab to Rear Axle	121.5	67.5	189

<b>Effective Bumper to Back Of Cab</b>	107.5	-40	67.5
<b>Frame Length</b>	290.8	-26.8	264
<b>Front Axle to Back of Cab</b>	67.5	0	67.5
<b>Front of Frame to Axle</b>	26.8	-26.8	0
<b>Load Space</b>	196.5	67.5	264
<b>Overall Length</b>	304.0	-40	264
<b>Overhang</b>	75.0	189	264
<b>Pusher Offset #1</b>	0.0	189	189
<b>Pusher Offset #2</b>	0.0	189	189
<b>Pusher Offset #3</b>	0.0	189	189
<b>Tag Offset</b>	0.0	189	189
<b>Wheelbase</b>	189	0	189

Western Construction Components, Inc.  
10477 S Avenue 4E  
Yuma, AZ 85365  
928-726-5555  
westernconco@gmail.com  
www.westernconstructioncomponents.com

## Estimate



ADDRESS  
PAPE KENWORTH (JOHN MC  
MAHON)

SHIP TO  
PAPE KENWORTH (JOHN MC  
MAHON)

ESTIMATE # 187199  
DATE 08/29/2023

DESCRIPTION	QTY	RATE	AMOUNT
BODY LENGTH: 12 '(foot) x BODY SIDE HEIGHT: 36 "(Inch) APPROXIMATELY	1	26,500.00	26,500.00
BODY STYLE: ELLIPTICAL - HALF ROUND (HALF FENDERS )			
BODY SIDE MATERIAL: 1/4"(Inch) AR 450			
HARDOX			
BODY FLOOR MATERIAL: 1/4"(Inch) AR 450			
HARDOX			
TAILGATE MATERIAL: 1/4"(Inch) AR 450 HARDOX			
TAILGATE DESIGN: YES GRAVITY GATE - SWING GATE			
TOOLBOX: NO			
DITCH GATE: NO			
CHAINS: YES			
SPREADER APRON: YES			
SUB-FRAME: YES			
CAB-SHIELD: YES			
HYDRAULIC TANK: YES			
HYDRAULIC HOIST: YES SIZE: _106			
"(Inch) TYPE: PIN TO PIN			
HEADBOARD DESIGN: YES -			
BALEMOUNT			
HITCH PLATE: YES AIR PINTLE			
PLUMP FOR PUP: NO			
TARP SYSTEM: YES			
ELECTRIC CUSTOMER			
PTO: YES TYPE: _			
PUMP TYPE: YES AIR DIRECT			
MT CABLE CONTROL			
INSTALLED: YES			
PAINT: YES COLOR: _			
WHITE PRIME: YES			
OTHER OPTIONS: ( CA REQUIRED IS 121" )			

STEEL SURCHARE MAY APPLY

TOTAL

\$26,500.00

AVAILABLE OPTIONS

AUTOMATIC TRANSMISSION PTO \$2550. +

WOOD RUNNERS \$1350.00 +

CENTER DITCH GATE \$600.00 +

~~\$~~ 31,000

Accepted By

Accepted Date



MEMBER PRICING	MEMBER PRICING	MEMBER PRICING	MEMBER PRICING
CAB & CHASSIS PRICE TO SOURCEWELL MEMBER			UPFIT EQUIPMENT / BODY / DEALER INSTALLS / SUBLETS
TRUCK LIST (Contract Price Page)	\$144,185.00		Total Body/Equipment /2024 CARB SURCHARGES \$45,366.00
Sourcewell Price Factor for Model :	T380	0.84	Upfit/services ect. Mark up (Max 5%) 5.00%
MEMBER CHASSIS PRICE		\$121,115.40	MEMBER PRICE UPFIT/OTHER GOODS
			\$47,634.30

Total FET,TAX & STATE FEES:	\$14,112.55
Total Member Price (chassis/upfit+tax)	\$182,862.25



2704 Railroad Avenue, Ceres, CA 95307  
P.O. Box 100, Ceres, CA 95307-0100  
(209) 537-4747 - FAX (209) 537-1753

## PROPOSAL

Date: 10/31/23  
Quote # WM3236A  
RFQ #

San Benito County Water District  
Barbara Mauro  
30 Mansfield Rd.  
Hollister, CA 95024

Contract # 060920-CER  
Member # 169289  
Row 1 Part # DUMPTRUCK2

Ship To: San Benito County

QTY	DESCRIPTION	LIST PRICE	DISCOUNT	PRICE EACH	SALES TAX	DELIVERY	SUBTOTAL	TOTAL
1	CLASS 7 DUMP TRUCK	\$ 207,459.00	24.00%	\$ 157,668.84	\$ 13,007.68	\$ 2,500.00	\$ 173,176.52	\$ 173,176.52
				\$ -			\$ -	\$ -
				\$ -			\$ -	\$ -
				\$ -			\$ -	\$ -
SALES TAX IS ESTIMATED AND IS SUBJECT TO CHANGE BASED ON EXACT SHIP-TO ADDRESS LISTED ON ORDER								
GRAND TOTAL:								\$ 173,176.52

Above pricing meets or exceeds applicable Sourcewell contract pricing discounts under West-Mark's contract 060920-CER

Pricing is good for 30 days.

Current standard delivery is 310 days ARO

Please see attached West-Mark specifications number WM3236 for a detailed description of our offer.

### COMMENTS:

AVAILABLE OPTIONS NOT INCLUDED IN ABOVE PRICING (Below Pricing includes Sales Tax):

Ditch Gate \$771.29

Beacon Light on Top of Cab Guard \$1,536.39

Manual Spring Rewind Pull Tarp \$2,048.51

Rear Hitch Plate W/ Electric Plug, D-Rings

45T Pinlite \$3,794.71

### Unit(s) Manufactured:

Interstate Truck Bodies (CAGE: 0ZY48)

3215 W. Lincoln Street, Phoenix, AZ 85009

Thank you for your consideration of our offer,

Steve Buckner Jr.

Director of Government Sales



2704 Railroad Avenue, Ceres, CA 95307  
P.O. Box 100, Ceres, CA 95307-0100  
(209) 537-4747 - FAX (209) 537-1753

## PROPOSAL

Date: 8/31/2023  
Quote # WM3236  
RFQ #

San Benito County Water District  
Barbara Mauro  
30 Mansfield Rd.  
Hollister, CA 95024

Contract # 060920-CER  
Member # 169289  
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				\$ -			\$ -	\$ -
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### Unit(s) Manufactured:

Interstate Truck Bodies (CAGE: 0ZY48)  
3215 W. Lincoln Street, Phoenix, AZ 85009

Thank you for your consideration of our offer,

Steve Buckner Jr.  
Director of Government Sales



## CHASSIS SPECS

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-28M	M2 PRL-28M (EFF:MY25 ORDERS)		
<b>Data Version</b>			
DRL-009	SPECPRO21 DATA RELEASE VER 009		
<b>Vehicle Configuration</b>			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-225	2025 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-018	CARB EMISSIONS CERTIFICATION FOR INITIAL REGISTRATION IN CALIFORNIA AND CARB OPT-IN STATES - CARB CLEAN IDLE (INCLUDES 6X4 INCH LABELS LOWER FORWARD DRIVER DOOR)		
AF2-013	INITIAL REGISTRATION CALIFORNIA		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		
<b>Truck Service</b>			
AA3-003	TANK BODY		
AF3-2C8	WEST-MARK		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
<b>Engine</b>			
101-2M5	DD8 7.7L 6 CYL SINGLE STAGE 260 HP @ 2200 RPM, 2600 GOV RPM, 660 LB-FT @ 1200 RPM	450	30



Data Code	Description	Weight Front	Weight Rear
<b>Electronic Parameters</b>			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79F-013	FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED		
80G-001	PTO MINIMUM RPM - 600		
80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
<b>Engine Equipment</b>			
99C-124	EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-047	WABCO 20.0 CFM SINGLE CYLINDER AIR COMPRESSOR		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-998	NO RETARDER/ENGINE BRAKE		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25



Data Code	Description	Weight Front	Weight Rear
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-059	ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-077	DETROIT ENGINE MOUNTED FUEL/WATER SEPARATOR WITH WATER-IN-FUEL SENSOR AND ESOC		
118-001	FULL FLOW OIL FILTER		
266-100	700 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
155-080	DELCO 12V 31MT STARTER WITH INTEGRATED MAGNETIC SWITCH		
<b>Transmission</b>			
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
<b>Transmission Equipment</b>			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		



Data Code	Description	Weight Front	Weight Rear
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-073	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-656	CUSTOMER INSTALLED MUNCIE A20 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
<b>Front Axle and Equipment</b>			
400-112	MERITOR MFS+ 12,000# FF1 71.0 INCH KPI/3.50 INCH DROP SINGLE FRONT AXLE	-15	
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		



Data Code	Description	Weight Front	Weight Rear
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
<b>Front Suspension</b>			
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>			
420-1N0	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10
421-513	5.13 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20
393-001	DRIVELINE GUARD	25	25
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
<b>Rear Suspension</b>			
622-1MG	21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		100
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		





Data Code	Description	Weight Front	Weight Rear
<b>Pusher / Tag Equipment</b>			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
<b>Brake System</b>			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		
485-003	QUICK DISCONNECT FITTING WITH TIRE INFLATION KIT	2	
<b>Trailer Connections</b>			
481-998	NO TRAILER AIR HOSE		
476-998	NO AIR HOSE HANGER		
919-068	(6) QUICKFIT PROGRAMMABLE SOLENOIDS W/STATE RETENTION PLUMBED TO BACK OF CAB		
310-998	NO TRAILER ELECTRICAL CABLE		
<b>Wheelbase &amp; Frame</b>			
545-385	3850MM (152 INCH) WHEELBASE		
546-094	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI	-170	40
552-049	2125MM (84 INCH) REAR FRAME OVERHANG		
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-20	110
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 86.02 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 83.02 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 274.25 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 56.83 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 58.92 in		
553-001	SQUARE END OF FRAME		
587-003	REAR TOW HOOKS		10
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		



Data Code	Description	Weight Front	Weight Rear
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
<b>Chassis Equipment</b>			
556-1CU	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS, SPACED 3 INCHES FORWARD	40	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-042	BETTS B-25 PAINTED MUDFLAP BRACKETS		15
590-001	BLACK MUDFLAPS		15
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESES WRAPPED IN ABRASION TAPE		
* 601-020	3D STEP VEHICLE MODEL EORTIZ@WEST-MARK.COM		
970-039	TANK BODY 1501 TO 3000 GALLONS		
<b>Fifth Wheel</b>			
578-998	NO FIFTH WHEEL		
<b>Fuel Tanks</b>			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H2	DETROIT FUEL/WATER SEPARATOR WITH BYPASS AND 12 VOLT PREHEATER	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
213-001	INSULATION FOR FUEL LINES	2	
<b>Tires</b>			
093-16M	CONTINENTAL HSR3 11R22.5 14 PLY RADIAL FRONT TIRES	70	
094-12P	CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES		92
<b>Hubs</b>			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		



Data Code	Description	Weight Front	Weight Rear
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>			
502-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	26	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
<b>Cab Exterior</b>			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		



Data Code	Description	Weight Front	Weight Rear
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
<b>Cab Interior</b>			
055-017	PROFESSIONAL TRIM PACKAGE		
707-105	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"		
70K-016	CARBON WITH BASE BLACK ACCENT		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-998	NO DASH MOUNTED ASH TRAYS AND LIGHTER		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-004	10 LB. FIRE EXTINGUISHER WITH MOUNTING BRACKET	20	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-1AW	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1010		
78G-006	KEY QUANTITY OF 6		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	



Data Code	Description	Weight Front	Weight Rear
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER		
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

734-024	INTEGRATED UPPER & LOWER STORAGE PANELS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-003	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
48H-001	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS		
4C0-998	NO ADDITIONAL EXTRA SWITCH ACCUATORS		
* 4CG-006	6 EXTRA PROGRAMMABLE SWITCHES/INDICATORS		
	\$C1B0082ZZ,C1C0083ZZ,C1D0084ZZ,C1E0085ZZ,C1F0176ZZ,C1G0177ZZ		
48C-001	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		



Data Code	Description	Weight Front	Weight Rear
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
35M-010	QUICKFIT PROGRAMMABLE INTERFACE MODULE	10	
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-203	3 YEARS DETROIT CONNECT BASE PACKAGE (FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-129	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT		
4C1-026	HARDWIRE SWITCH #1, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
4C2-026	HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
4C3-017	HARDWIRE SWITCH #3, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
4C4-017	HARDWIRE SWITCH #4, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
4E1-008	8 SWITCH SLOTS, 4 DRIVER 4 CENTER OVERHEAD CONSOLE		



Data Code	Description	Weight Front	Weight Rear
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
883-998	NO TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
<b>Design</b>			
065-000	PAINT: ONE SOLID COLOR		
<b>Color</b>			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-3A1	BUMPER PAINT: N0001EA BLACK ELITE SS		
969-998	NO CAB/BODY EXTERIOR DECALS		
963-003	STANDARD E COAT/UNDERCOATING		
<b>Certification / Compliance</b>			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
<b>Sales Programs</b>			
NO SALES PROGRAMS HAVE BEEN SELECTED			



## TOTAL VEHICLE SUMMARY

### Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	6531 lbs	4032 lbs	10563 lbs
Total Weight <sup>+</sup>	6531 lbs	4032 lbs	10563 lbs

### Extended Warranty

WAG-074 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING  
COVERAGE \$750 CAP FEX APPLIES

(+) Weights shown are estimates only.

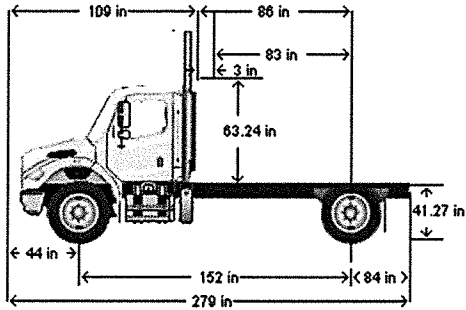
If weight is critical, contact Customer Application Engineering.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.





## DIMENSIONS



## VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model ..... M2106

Wheelbase (545) ..... 3850MM (152 INCH) WHEELBASE

Rear Frame Overhang (552) ..... 2125MM (84 INCH) REAR FRAME OVERHANG

Fifth Wheel (578) ..... NO FIFTH WHEEL

    Mounting Location (577) ..... NO FIFTH WHEEL LOCATION

    Maximum Forward Position (in) ..... 0

    Maximum Rearward Position (in) ..... 0

    Amount of Slide Travel (in) ..... 0

    Slide Increment (in) ..... 0

    Desired Slide Position (in) ..... 0.0

Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

Sleeper (682) ..... NO SLEEPER BOX/SLEEPER CAB

Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE



## TABLE SUMMARY - DIMENSIONS

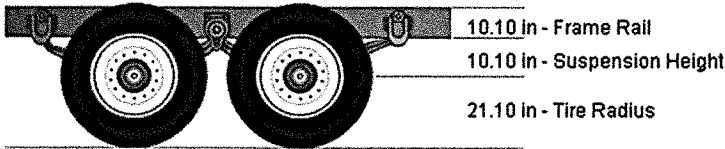
Dimensions	Inches
Bumper to Back of Cab (BBC)	109.3
Bumper to Centerline of Front Axle (BA)	43.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	86.0
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	83.0
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	169.7
Cab Height (CH)	63.2
Wheelbase (WB)	151.6
Frame Overhang (OH)	83.7
Overall Frame Length	274.3
Overall Length (OAL)	279.0
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.3

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



## UNLADEN FRAME HEIGHT

Unladen Height	Requested	Calculated
Tow Hitch (in)	0.00 to 0.00	31.50
Frame (in)	N/A	41.30



## VEHICLE SPECIFICATIONS SUMMARY - UNLADEN FRAME HEIGHT

Model .....	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Frame Rails (546).....	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI(546)
Web Height (in).....	10.0625
Flange Thickness (in).....	0.28125
Rear Suspension (622).....	21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Suspension Ride Height (621).....	SPRING SUSPENSION - NO AXLE SPACERS
Axle C/L to Bottom of Frame (in).....	10.111
Rear Tires (094) .....	CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES
Unladen Radius (in) .....	21.1
Fifth Wheel (578).....	NO FIFTH WHEEL
Requested Min Height (in) .....	0.0
Requested Max Height (in) .....	1
Fifth Wheel Leg Height (582) .....	NO FIFTH WHEEL LEG HEIGHT
Rear Tow Device (587).....	REAR TOW HOOKS
Requested Min Height (in) .....	0.0
Requested Max Height (in) .....	0.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



## FRAME RBM

### VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) .....3850MM (152 INCH) WHEELBASE  
Frame Rails (546)..... 9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI(546)  
Yield Strength (psi) ..... 80000  
Section Modulus (per rail) (cu in) ..... 12.331  
RBM (per rail) (lbf-in) ..... 986400  
Inner Frame Reinforcement (547).....NO INNER FRAME REINFORCEMENT  
Outer Frame Reinforcement (548)..... NO OUTER FRAME REINFORCEMENT

### TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	3850MM (152 INCH) WHEELBASE
Frame	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI
Inner Frame Reinforcement	NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement	NO OUTER FRAME REINFORCEMENT
Yield Strength (psi)	80000
Section Modulus - per rail (cu. in.)	12.33
Frame RBM - per rail (lbf-in)	986400

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



## **B O D Y   S P E C S**

### **NEW ITB MODEL SE1032 DUMP BODY**

10' LENGTH 5-7 YARD CAPACITY

SEMI ELLIPTICAL DESIGN WITH NO X-MEMBERS

LENGTH: 10' SIDES: 32"

FRONT WALL: 48" TAILGATE: 32"

3/16" AR400 STEEL FRONT WALL, SIDES, FLOOR AND TAILGATE

3" SQUARE TUBE TOP RAIL MOUNTED ON 45 DEG TO DEFLECT MATERIAL,  
INCLUDES SIDE BOARD PROVISIONS

8" STRUCTURAL STEEL SUB FRAME

10 GAUGE CAB GUARD

REAR DUMP HINGE WITH GREASABLE PINS

SPREADER APRON, SAFETY PROP LEG,

1 1/2" GREASABLE TAILGATE PINS

AIR LATCH TAILGATE (REQUIRES AIR ON CHASSIS)

HOT SHIFT PTO WITH DIRECT MOUNT DUMP PUMP (WHEN APPLICABLE)

84" HYDRAULIC CYLINDER (DOG HOUSE DESIGN)

25 GALLON HYDRAULIC RESERVOIR WITH SIGHT GAUGE

23 GALLON HYDRAULIC FLUID

ITB EASY REACH CONTROL TOWER WITH BODY UP LIGHT

CHASSIS MUST HAVE AIR AND ELECTRIC RUN TO REAR OF CHASSIS

SAND BLAST BODY, EPOXY PRIMER AND PAINT POLYURETHANE BLACK OR WHITE

SAFETY DECAL KIT

LIGHTS, MUD FLAPS AND REFLECTIVE TAPE TO MEET DOT SPECIFICATIONS

### **OPTIONS (AVAILABLE UPON REQUEST):**

DITCH GATE

BEACON LIGHT ON TOP OF CAB GUARD

MANUAL SPRING REWIND PULL TARP

REAR HITCH PLATE W/ ELECTRIC PLUG, D-RINGS AND 45 TON PINTLE

30 Mansfield Road  
Hollister, CA 95023  
Phone: 831.637.8218 Extension 110  
Fax: 831.637.7267  
e-mail: [bmauro@sbcwd.com](mailto:bmauro@sbcwd.com)

*NOTE: Using the "Reply All" option may inadvertently result in a Brown Act violation.*



**From:** John R. McMahon <[jmcmahon@papekenworth.com](mailto:jmcmahon@papekenworth.com)>  
**Sent:** Wednesday, August 30, 2023 1:37 PM  
**To:** Barbara L. Mauro <[bmauro@sbcwd.com](mailto:bmauro@sbcwd.com)>  
**Subject:** 2025 T380 Dump Truck

Barbara,

Here's your quote. I look forward to working with you.

Thank you,



**KENWORTH**

**John McMahon**  
Territory Manager

Phone: (510) 746-5283  
Cell: (925) 819-0155  
Fax: (510) 217-4008



**From:** John R. McMahon <[jmcmahon@papekenworth.com](mailto:jmcmahon@papekenworth.com)>  
**Sent:** Tuesday, October 17, 2023 8:29 AM  
**To:** Barbara L. Mauro <[bmauro@sbcwd.com](mailto:bmauro@sbcwd.com)>  
**Subject:** RE: [EXTERNAL] RE: 2025 T380 Dump Truck

Good Morning,

Yes, the price is still good. The delivery is approximate. February is possible but it could be March or April since a certain amount of time has gone by since I quoted you. I truly appreciate your business and I look forward to working with you.

Thank you,



**KENWORTH**

**John McMahon**  
Territory Manager

Phone: (510) 746-5283  
Cell: (925) 819-0155  
Fax: (510) 217-4008

**From:** Barbara L. Mauro <[bmauro@sbcwd.com](mailto:bmauro@sbcwd.com)>  
**Sent:** Friday, October 13, 2023 3:32 PM  
**To:** John R. McMahon <[jmcmahon@papekenworth.com](mailto:jmcmahon@papekenworth.com)>  
**Subject:** [EXTERNAL] RE: 2025 T380 Dump Truck  
**Importance:** High

Good afternoon,

Our committee met this week and chose your proposal to go forward to our board on October 25<sup>th</sup>. If approved, I would be able to give you the go ahead the next day.

Our general manager asked me to reach out to you with a couple of questions.

Is the price of \$170625.35 still good and is delivery still approximately February 2024?

If either have changed, can you let me know asap?

Thank you.

*Barbara Mauro, CMC*  
*Executive Assistant/Board Clerk*  
*San Benito County Water District*

*NOTE: Using the "Reply All" option may inadvertently result in a Brown Act violation.*



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**From:** John R. McMahon <[jmcmahon@papekenworth.com](mailto:jmcmahon@papekenworth.com)>  
**Sent:** Monday, October 30, 2023 2:50 PM  
**To:** Barbara L. Mauro <[bmauro@sbcwd.com](mailto:bmauro@sbcwd.com)>  
**Subject:** RE: [EXTERNAL] RE: 2025 T380 Dump Truck

Barbara,

I'm sorry to say but there is a big problem. Next years trucks will have a \$9,000 Legacy engine Surcharge and \$1,866 CARB Warranty that wasn't factored in to the Sourcewell program at the time I quoted you. I've been doing this for 22 years and I've never had this issue. I'm going to have to re quote this for you through Sourcewell. Will it be possible to run this through your department again? I'm embraced to say I'm sorry for your trouble, but I hope we can still make this happen. Please call me when you can.

Thank you



**KENWORTH**

**John McMahon**  
Territory Manager

Phone: (510) 746-5283  
Cell: (925) 819-0155  
Fax: (510) 217-4008

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**From:** Barbara L. Mauro <[bmauro@sbcwd.com](mailto:bmauro@sbcwd.com)>  
**Sent:** Monday, October 30, 2023 10:35 AM  
**To:** John R. McMahon <[jmcmahon@papekenworth.com](mailto:jmcmahon@papekenworth.com)>  
**Subject:** RE: [EXTERNAL] RE: 2025 T380 Dump Truck

I wanted to be sure you have everything you needed from our end?

*Barbara Mauro, CMC  
Executive Assistant/Board Clerk  
San Benito County Water District  
30 Mansfield Road  
Hollister, CA 95023  
Phone: 831.637.8218 Extension 110  
Fax: 831.637.7267*



## Barbara L. Mauro

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**From:** John R. McMahon <jmcmahon@papekenworth.com>  
**Sent:** Wednesday, November 1, 2023 11:09 AM  
**To:** Barbara L. Mauro  
**Cc:** Steve Wittry  
**Subject:** RE: [EXTERNAL] RE: 2025 T380 Dump Truck

You did confirm with me and I understand all the time and effort it took for you to go through the process. I am truly sorry for that. You have my full attention.

Thank you,



**KENWORTH**

**John McMahon**  
Territory Manager

Phone: (510) 746-5283  
Cell: (925) 819-0155  
Fax: (510) 217-4008

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**From:** Barbara L. Mauro <bmauro@sbcwd.com>  
**Sent:** Wednesday, November 1, 2023 9:58 AM  
**To:** John R. McMahon <jmcmahon@papekenworth.com>  
**Cc:** Steve Wittry <swittry@sbcwd.com>  
**Subject:** RE: [EXTERNAL] RE: 2025 T380 Dump Truck  
**Importance:** High

Good morning,

We have received your revised quote.

Because the original proposal, which I confirmed with you prior to going to committee, was approved by our Board last week, it will again have to go back through that process.

While we are quite disappointed by the turn of events, as a government agency, we must follow all proper procedures.

Our intent, as mentioned previously, would be to take it back to committee and then to our regular board meeting on November 29<sup>th</sup>.

*Barbara Mauro, CMC  
Executive Assistant/Board Clerk  
San Benito County Water District  
30 Mansfield Road  
Hollister, CA 95023  
Phone: 831.637.8218 Extension 110  
Fax: 831.637.7267  
e-mail: [bmauro@sbcwd.com](mailto:bmauro@sbcwd.com)*

**San Benito County Water District  
Agenda Transmittal**

Agenda Item:

8

Meeting Date: November 29, 2023

Submitted By: Steve Wittry

Presented By: Steve Wittry

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**Agenda Title:** Discuss and Consider Authorizing the General Manager to sign San Luis & Delta-Mendota Water Authority Exchange Contractors 2024-2025 Transfer Program Activity Agreement

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**Detailed Description:**

Over several years, the District has entered into multiple Exchange Contractor Transfer Agreements to provide access to water outside of the CVP contract. Historically, these agreements have been for 5-year periods. These agreements have multiple stakeholders including the United States Bureau of Reclamation (USBR), San Luis & Delta-Mendota Water Authority and the Exchange Contractors. Due to the rapidly changing weather of the last several years, a determination was made by all parties to have a shorter term of 2 years as opposed to the typical 5-year period.

The contract identifies the proposed cost of acquiring additional water from the Exchange Contractors during the 2024 and 2025 water years. The costs indicated vary depending on the annual CVP allocation and do not include the costs to transport and deliver water to SBCWD. This water is more expensive than CVP water, however, in times of water scarcity, it has proven valuable for the district.

**Prior Committee or Board Action(s):**

October 28, 2015      Board approved Agreement

March 27, 2019      Board approved Agreement

**Financial Impact:**            X       Yes                         No

Execution of the agreement does not have any financial impact; however, it would allow the District to make future water purchases outside of the CVP contract as necessary

**Funding Source/ Recap:**

TBD

**Material Included for Information/Consideration:**

Draft Agreement

**Recommendation:** Authorize the General Manager to sign San Luis & Delta-Mendota Water Authority Exchange Contractors 2024-2025 Transfer Program Activity Agreement

**Action Required:** \_\_\_\_\_ Resolution   X   Motion \_\_\_\_\_ Review \_\_\_\_\_

**Board Action**

\_Resolution No. \_\_\_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

AGREEMENT FOR THE ACQUISITION OF WATER  
BY THE UNITED STATES, AND  
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY  
FROM THE  
SAN JOAQUIN RIVER EXCHANGE CONTRACTORS WATER AUTHORITY  
2024-2025

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PREAMBLE

THIS AGREEMENT FOR THE ACQUISITION OF WATER BY THE UNITED STATES AND SAN LUIS & DELTA-MENDOTA WATER AUTHORITY FROM THE SAN JOAQUIN RIVER EXCHANGE CONTRACTORS WATER AUTHORITY from 2024-2025 is made this \_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to section 3406(d)(2) of Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706) Central Valley Project Improvement Act (CVPIA), among the UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation (Reclamation), the SAN JOAQUIN RIVER EXCHANGE CONTRACTORS WATER AUTHORITY (Exchange Contractors) on behalf of the San Luis Canal Company, the Central California Irrigation District, the Columbia Canal Company, and the Firebaugh Canal Water District, collectively referred to as the Exchange Contractors; and the SAN LUIS & DELTA-MENDOTA WATER AUTHORITY (Water Authority), acting for and on behalf of its participating member agencies each of whom holds a contract with the United States for water service from the Central Valley Project.

RECITALS

WHEREAS, Reclamation and the Exchange Contractors have jointly prepared the Final Environmental Impact Statement/Environmental Impact Report Dated March 1, 2013, with the Record of Decision being adopted July 30, 2013, analyzing the environmental effects of the transfer of water for refuge use, irrigation and certain specified M&I uses within a defined

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geographic region for the Water Transfer Program for the San Joaquin River Exchange

Contractors Water Authority 2014-2038; and

WHEREAS, there are no significant new or additional potential environmental effects from the extension of the Water Transfer Program for an additional period during the calendar years 2024 through calendar year 2025 upon the terms of this Agreement; and

WHEREAS, Reclamation, the Exchange Contractors, the Water Authority and Madera ID previously entered into Agreement Number 6-WC-20-3336 (the 5-Year Transfer Agreement) dated June 3, 2006 for the period of January 1, 2006 through and including December 31, 2010, and the First Amendment to that agreement dated November 4, 2010, whereby the 5-Year Transfer Agreement was extended and amended to supply Transfer Water to Reclamation, Madera ID and the Water Authority; and

WHEREAS, Reclamation, the Exchange Contractors, the Water Authority and Madera ID extended the term of the 5-Year Transfer Agreement for a period of three years, through calendar year 2013, and amended certain provisions thereof by the First Amendment; and

WHEREAS, Reclamation, the Water Authority on behalf of its participating member agencies, and Madera ID entered into Agreement Number 15-WC-20-4673 to acquire transfer water made available by the Exchange Contractors during the calendar years 2014 through calendar year 2018; and

WHEREAS, thereafter, Reclamation, and the Water Authority on behalf of its participating member agencies, entered into Agreement Number 19-WC-20-5476 to acquire

transfer water made available by the Exchange Contractors during the calendar years 2019 through calendar year 2023; and

WHEREAS, Reclamation and the Water Authority on behalf of its participating member agencies are willing to enter into this Agreement and acquire the Transfer Water made available by the Exchange Contractors during calendar years 2024 through calendar year 2025 subject to the conditions specified in Reclamation's annual transfer approvals and the other terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

DEFINITIONS

1. When used herein unless otherwise distinctly expressed, or manifestly incompatible with the intent hereof, the term:

(a) "Agreement" shall mean this Agreement For The Acquisition Of Water By The United States And San Luis & Delta-Mendota Water Authority From The San Joaquin River Exchange Contractors Water Authority for the period of the calendar years from 2024 through 2025.

(b) "CVP" or "Project" shall mean the Central Valley Project as those terms are defined in Section 3403(d) of the CVPIA.

(c) "CVP SoD Contract Allocation" shall mean the supply of CVP water made available to the CVP repayment contractors in the Delta and San Felipe Divisions and the San

Luis Unit for agricultural use during the March 1 - February 28/29 CVP contract water year in accordance with the terms of their contracts with Reclamation.

(d) "CVPIA" shall mean the Central Valley Project Improvement Act, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706).

(e) "Exchange Contract" shall mean the Second Amended Contract for Exchange of Waters entered into between Central California Irrigation District, San Luis Canal Company, Firebaugh Canal Water Company and Columbia Canal Company and Reclamation on or about February 14, 1968.

(f) "Jones Pumping Plant" shall mean the federal pumping plant used to pump water from the Sacramento San Joaquin Delta into CVP facilities south of said Delta.

(g) "Level 4 Refuge Water Needs" shall mean, pursuant to Section 3406(d)(2) of the CVPIA, the water needs identified in the "Dependable Water Supply Needs" table for those habitat areas set forth in the Refuge Water Supply Report. (h) "M&I Users" shall mean Water Authority Participating Members, San Luis Water District, Santa Clara Valley Water District, San Benito County Water District, and Westlands Water District acquiring Transfer Water for M&I use during a particular Year.

(i) "Operations Plan" shall mean that certain document attached hereto as Appendix 1, describing the principles and procedures for establishing the anticipated quantities of water to be delivered in each month and each Year; establishing mechanisms for scheduling the water and making adjustments to schedules; establishing the Points of Delivery; and establishing and adjusting other operational details required to implement this Agreement. The



parties may amend the Operations Plan from time to time by unanimous written agreement by attaching to this Agreement a revised written Operations Plan marked and signed by all parties and stating on its face that it is intended to be an "Operations Plan" under this provision to show the effective date, without any formal amendment of this Agreement being required. In the event of any inconsistencies between the terms of the Operations Plan and of this Agreement, the terms of this Agreement shall prevail.

(j) "Point of Delivery" or "Points of Delivery" shall mean for the Water Authority and Reclamation, such respective points as each shall designate with the approval of Reclamation in Mendota Pool, in the Delta-Mendota Canal upstream of Mendota Pool, or in San Luis Reservoir.

(k) "Refuge Water Supply Report" shall mean the report issued by the Mid-Pacific Region of the Bureau of Reclamation of the U.S. Department of the Interior entitled Report on Refuge Water Supply Investigations, Central Valley Hydrology Basin, California (March 1989).

(l) "Secretary" or "Contracting Officer" shall mean the Secretary of the United States Department of the Interior or a duly authorized representative.

(m) "Substitute Water" shall have the meaning set forth in the Exchange Contract.

(n) "Transfer Participants" shall mean Reclamation and the Water Authority.

(o) "Transfer Water" shall mean the amount of Substitute Water provided for transfer to the Transfer Participants by the Exchange Contractors each Year pursuant to the terms

of this Agreement through actions taken by the Exchange Contractors in accordance with the San Joaquin River Exchange Contractors Water Authority's Water Transfer Program Final 2014-2038 EIR/EIS dated March 1, 2013 and adopted July 30, 2013 to develop water for transfer, consisting only of tailwater recaptured and water made available through other conservation measures.

(p) "Refuge Water Supply Program" shall mean the program established by the United States to acquire and deliver water supplies pursuant to Section 3406(d)(2) of the CVPIA.

(q) "Water Authority's Participating Member Agencies" shall mean Water Authority member agencies that are participating in the San Luis & Delta-Mendota Water Authority Exchange Contractors 2024 – 2025 Transfer Program Activity Agreement as listed in Exhibit C.

(r) "Year" shall mean the applicable calendar year.

#### TERM

2. This Agreement shall be effective on the date first herein above written and shall remain in effect through December 31, 2025; provided, that the Exchange Contractors may elect in writing to earlier terminate the Agreement as provided in Article 11(c).

(a) No later than six months prior to expiration of the Term, the Parties shall commence good faith negotiations concerning the possible extension of this Agreement or a new agreement. Any such extension or new agreement shall require the mutual agreement of the Parties.

#### WATER MADE AVAILABLE AND PURCHASED

158                   3. (a) Subject to the terms of this Agreement, the Exchange Contractors shall  
159                   make available to the Transfer Participants for purchase in non-Critical water years, as described  
160                   in Article 6 of the Exchange Contract, a minimum of 20,000 acre feet (AF) and a maximum of  
161                   up to 80,000 AF of Substitute Water, including the 5,000 AF described herein for M&I Users for  
162                   M&I use, annually as Transfer Water for irrigation, refuge and M&I uses as described in Article  
163                   5. Each Year of this Agreement, subject to the provisions of Section 4(b)(i) below concerning  
164                   water for M&I use, the Transfer Participants shall purchase for their use the amount of Transfer  
165                   Water made available by the Exchange Contractors subject to the terms of this Agreement.

166                   (b) The Exchange Contractors will notify the Transfer Participants by February  
167                   15th of each Year of the quantity of Transfer Water to be made available during the period of  
168                   March 1 and December 31 of that Year. If the announcement of the Exchange Contractors'  
169                   allocation of Substitute Water is delayed or conditioned by Reclamation, the notification to the  
170                   Transfer Participants shall be made within fifteen (15) days of the announcement by Reclamation  
171                   pursuant to Article 7 of the Exchange Contract.

172                   (c) The Transfer Water shall be scheduled and delivered during the period  
173                   between March 1 and December 31 of each Year, subject to the requirements and limitations  
174                   specified in Articles 3(e) through 3(h), 5 and 6 of this Agreement and the terms set forth in the  
175                   Operations Plan; said delivery period may be expanded by Transfer Participants rescheduling  
176                   Transfer Water into the following Year with the approval of Reclamation.

177                   (d) The Exchange Contractors shall not be obligated to provide any amount of  
178                   Transfer Water during any Year in which delivery of Substitute Water to the Exchange

Contractors is reduced under the terms of the Exchange Contract, or during any period in which an unforeseen or highly unusual circumstance or condition exists that reduces delivery capacity of Substitute Water to the Exchange Contractors, or in the instance that any other provision of this Agreement provides for interruption or termination of the delivery of Transfer Water.

(e) In the event the Exchange Contractors determine that the full quantity of 70,000 AF of Transfer Water will not be made available in any Year in which transfers are otherwise required to be made hereunder during the term of this Agreement, the Exchange Contractors shall not transfer any water outside of the boundaries of the Exchange Contractors during such Year other than the quantities of Transfer Water they make available pursuant to the terms of this Agreement and the quantities made available pursuant to the exceptions described in Article 3(f) below.

(f) In the event the Exchange Contractors determine that the full quantity of 80,000 AF of Transfer Water will not be made available in any Year, they may nonetheless transfer Substitute Water that is made available for transfer to other persons or parties as follows:

(i) through fallowing of lands within the Exchange Contractors service area, including but not limited to, fallowing of lands by landowners within the Exchange Contractors service area for transfer to the same or related landowners under Section 3405(a) of the CVPIA;

(ii) through any program or plan to reduce or mitigate for saline drainage flows or discharges to the San Joaquin River;

(iii) pursuant to any successor agreement similar to the San Joaquin River Agreement (Vernalis Adaptive Management Plan) providing for fishery or water quality enhancement through the purchase of water;

(iv) by commingling and direct delivery of groundwater to lands adjacent to Exchange Contractors lands;

(v) from Central California Irrigation District to the City of Dos Palos pursuant to existing agreements or extensions of those agreements;

(vi) from Central California Irrigation District and Firebaugh Canal Water District to Panoche Water District pursuant to existing agreements or extensions of those agreements;

(vii) transfers by San Luis Canal Company in cooperation with Eastside Canal Irrigation District and/or other Merced County water serving entities;

(viii) for service of water to lands in proximity to the Exchange Contractors' Members' facilities or service area which water service may protect Exchange Contractors' service area lands or facilities from damage through reducing groundwater use by those lands receiving the Transfer Water, or which water service may be in accordance with the Exchange Contractors Groundwater Sustainability Agency's Groundwater Sustainability Plan; and additionally,

(ix) the Exchange Contractors may provide Substitute Water in compliance with the terms of an involuntary administrative or court order requiring the water to be made available for use outside of the service area established under the Exchange Contract;

water transferred pursuant to the exclusions described in this Article 3(f) shall be limited only by the Exchange Contractors obligation to perform this Agreement in good faith.

(g) Neither Substitute Water proposed to be transferred by the Exchange Contractors in excess of 80,000 AF in any Year nor Substitute Water transferred pursuant to the exclusions described in Article 3(f) above shall be subject to a first right of refusal of the parties to this Agreement to acquire these amounts of water or any other limitation upon transfer.

(h) In the event that on or before February 15 of any Year, Reclamation has declared that the Year is a critical calendar year under Article 4 and/or Article 7 of the Exchange Contract, and at any time prior to July 1 of such Year that declaration is changed to a non-critical calendar year, within 30 days after the change in the declaration the Exchange Contractors shall notify the Transfer Participants of the quantity of Water the Exchange Contractors elect to make available pursuant to this Agreement during that Year, if any. The Transfer Participants shall be obligated to purchase their allocations of the Transfer Water (except as provided in Article 5c) the Exchange Contractors elect to make available at the prices determined under this Agreement, and shall schedule the delivery of such water under the Operations Plan.

(i) In the event that on or before February 15 of any Year, Reclamation declares that the Year is a non-critical calendar year under Article 4 and/or Article 7 of the Exchange Contract and that declaration is subsequently changed to a critical calendar year, the Transfer Participants shall purchase any amounts of Transfer Water made available prior to such declaration change in accordance with this Agreement, but the Exchange Contractors shall have no further obligation to make available Transfer Water during that Year.

WATER PRICE AND PAYMENT TERMS

4. The Transfer Participants shall pay the Exchange Contractors for all Transfer Water as set forth in this Article.

(a) The price for Transfer Water is based upon the June CVP SoD Contract Allocation for "Ag," announced by Reclamation for each Year at the rates set forth in Exhibit A for different allocation levels. Exhibit A pricing shall be applied for each month Transfer Water is made available under this Agreement for that Year, applicable retroactively to any Transfer Water made available before the June announcement and prospectively for Transfer Water made available during the balance of the Year, even if Reclamation adjusts the SoD Contract Allocation subsequent to the June announcement upward or downward. The prices shown in Exhibit A, shall commence on January 1<sup>st</sup> of each Year commencing January 1, 2024, during the term of this Agreement for both the Agricultural and Refuge Price Schedule and the M&I Price Schedule. (b) The timing and process for M&I Users shall be as set forth in this

subdivision.

(i) The Water Authority shall notify the Exchange Contractors in writing on or before March 1 (the "Option Date") each Year of the amount of Transfer Water for M&I Users the Water Authority wishes to purchase for such Year and shall concurrently tender to the Exchange Contractors a non-refundable payment of Fifty Dollars (\$50) per acre foot (the "Option Payment") for such Transfer Water.

(ii) On or before April 1, or, if the announcement of Reclamation to the Exchange Contractors pursuant to Article 7 of the Exchange Contract is delayed, the date that is

262 fifteen (15) days following Reclamation's announcement (the applicable date being the "Call  
263 Date"), the Water Authority shall provide the Exchange Contractors with further written notice  
264 of the final quantity of Transfer Water for M&I Users the Water Authority wishes to purchase  
265 for such Year.

266 (iii) In the event the total quantity of water for M&I Users the Water  
267 Authority requested as of the Option Date exceeds the amount of water for M&I Users the Water  
268 Authority requests on the Call Date, the balance of such Transfer Water shall be offered a) for  
269 agricultural uses to the Water Authority; and b) for refuge uses to Reclamation at the price for  
270 such water set forth in Exhibit A, subject to the allocation provisions of Article 5 of this  
271 Agreement. Provided, that in the event Reclamation does not desire to purchase its allocated  
272 share of the balance of Transfer Water for M&I Users requested on the Option Date but not  
273 taken on the Call Date, the Water Authority shall be obligated to purchase such Transfer Water  
274 for its agricultural users.

275 (iv) Any Option Payment will be applied toward the total purchase price  
276 of the quantity of Transfer Water for M&I Users as of the Call Date for such Year. However,  
277 the Exchange Contractors shall be entitled to retain the Option Payment for the amount of  
278 Transfer Water, if any, reserved for M&I Users on the Option Date but not requested by those  
279 M&I Users on the Call Date for such Year.

280 (v) Notwithstanding the characterization of the Option Payment as "non-  
281 refundable" in this Article 4, if for any reason the Transfer Water for M&I Users is not made  
282 available or the quantity of Transfer Water during a Year allocated to M&I Users pursuant to



Exhibit B is not available under Article 5(d), including pursuant to the circumstance of a transfer of M&I water to third parties, the Exchange Contractors shall reimburse to the Water Authority the Option Payment for such quantity of Transfer Water.

(c) In addition to paying the Transfer Water prices to the Exchange Contractors, (i) since the Exchange Contractors do not have a payment responsibility for their Substitute Water, the Water Authority shall confirm that its Participating Members pay directly to Reclamation the applicable water rate(s) for any additional facility services required to effectuate the transfer. Such payment shall be made to Reclamation prior to any Transfer Water being delivered. To the extent practicable, such payment shall be made two months in advance of delivery. The first payment shall be due upon approval of the scheduled delivery of the water as referenced in Article 6 of this Agreement or in the month of March, if applicable, and subsequent payments being due each month thereafter as applicable. The additional facility services are identified in the then existing "Final Policy on Water Rates for Water Transfers from One Central Valley Project (CVP) Contractor to Another CVP Contractor" as may be amended by Reclamation; and (ii) Reclamation and the Water Authority's Participating Members shall pay operation and maintenance, and conveyance pumping charges directly to the Water Authority for any conveyance and conveyance pumping facilities used to deliver the water; and (iii) the Exchange Contractors shall pay directly to Reclamation the administrative costs incurred by Reclamation to process the transfer applications referred to in Article 6 of this Agreement. Payment of the administrative cost is to be made at the time the transfer application referred to in Article 6 is submitted to Reclamation.

(d) The Exchange Contractors shall submit appropriate invoices to Reclamation and the Water Authority subsequent to the last day of each month during which the Exchange Contractors have made available Transfer Water to such party. Payment for all Transfer Water during such month shall be paid to the Exchange Contractors within 30 days upon verification of the quantity of Transfer Water made available and receipt of such invoice. Reclamation's payments shall be subject to the Prompt Payment Act. For the Water Authority, interest shall accrue at the rate of 7% per annum on any balance that is not paid within thirty (30) days of the invoice date.

(d) Invoices to Reclamation shall include the following information for verification and payment processing purposes:

(i) the method of measurement and quantity of Transfer Water made available to Reclamation at each Point of Delivery during the preceding month;

(ii) the Point(s) of Delivery and total quantity of Substitute Water diverted by and for the Exchange Contractors during the preceding month pursuant to the Exchange Contract;

(iii) the Exchange Contractors' Taxpayer Identification Number;

(iv) the Agreement Number; and

(v) the Remittance Address and Point of Contact.

(f) Invoices to the Water Authority shall include the information set forth in this Article 4 and any mutually agreed-upon additional information.

(g) If payment for the Transfer Water is not made within 30 days as required by this Article 4, the Exchange Contractors may take the actions set forth below:

(i) The Exchange Contractors may immediately stop making Transfer Water available to the non-paying party and shall provide notice to such party that the Agreement will terminate as to the non-paying party if the party does not pay all outstanding invoices in full within an additional 30 days.

(ii) In the event a non-paying party other than the Water Authority fails to cure an event of non-payment in accordance with subdivision (i) of this Article 4(g), the Exchange Contractors shall provide notice to the Water Authority, and the Water Authority shall purchase the Transfer Water that the Exchange Contractors make available, but have not yet delivered, to the non-paying party.

(iii) Notwithstanding the above, nothing in subdivisions (i) or (ii) of this Article 4(g) obligates any party to pay the Exchange Contractors for non-payment for Transfer Water made available by the Exchange Contractors to another party, and the Exchange Contractors shall retain all remedies available at law to collect such delinquent payment from the non-paying party.

#### ALLOCATION OF WATER

5. The Transfer Water shall be allocated among the Transfer Participants as provided in this Article.

Agreement No.-WC-

(a) The Transfer Water will be allocated to Reclamation for refuge use and the Water Authority for irrigation and M&I use for each Year according to Exhibit B attached hereto and included herein as if set forth in full.

(b) In any Year in which the Exchange Contractors provide less than 80,000 AF of Transfer Water, the Transfer Water allocation to Reclamation and the Water Authority shall be prorated based upon Exhibit B. Such reduced allocations shall be adjusted for Transfer Water designated for M&I Users as provided in Article 5(d) by proportionately reducing the quantities of water allocated under Exhibit B to Reclamation and the Water Authority.

(c) Contingent upon appropriation as provided in Article 15, Reclamation may be unable in any Year to purchase all or a portion of any Transfer Water during such Year. In such case, Reclamation shall provide notice to the Water Authority that it cannot purchase a specified quantity of water by March 1 of such Year. Upon such notice, Reclamation shall not have any further obligation under this Agreement for payment for such Transfer Water relinquished by Reclamation. In any Year in which Reclamation cannot purchase all or part of its Transfer Water allocation the allocation for the Water Authority shall be increased proportionately, and the Water Authority agrees to purchase such water at the rates set forth in Exhibit A, and Paragraph 4(a).

(d) M&I Users may acquire up to the first 5,000 AF of Transfer Water.

(e) In any Year in which Reclamation or the Water Authority do not need their full Transfer Water allocation for their respective use, they shall offer such portion of its Transfer Water allocation to the other party. If accepted by the other transferee party, that party shall

364 receive the entire additional allocation. A party agreeing to accept additional allocation shall

365 pay the Exchange Contractors for such additional allocation as provided by this Agreement.

366 Except as provided for Reclamation in Section 5(c) of this Agreement, no party shall be relieved

367 of its obligation to purchase its entire allocation unless another party agrees to purchase and pay

368 for that allocation.

369 (f) The Water Authority agrees to calculate the allocation of Transfer Water for each

370 of the Transfer Participants, for such Year and to promptly circulate such allocation to the

371 parties. The Water Authority shall circulate updated calculations at least monthly through July

372 1<sup>st</sup> of each Year to show any adjustments in allocation or price caused by

373 (i) changes in the availability of Transfer Water pursuant to Articles 3(g) and  
374 3(h);

375 (ii) changes in the SoD Contract Allocation through June 30 pursuant to  
376 Article 4(a);

377 (iii) Reclamation's election not to purchase all or a portion of its Transfer  
378 Water; and/or

379 (iv) by a non-paying party's failure to cure an event of non-payment under  
380 Article 4(g).

381 The parties shall cooperate to develop and adjust a monthly delivery schedule pursuant to the

382 Operations Plan that will reflect the allocations of Transfer Water and any changes therein. In

383 the event any party identifies an error or disputes the calculated allocations of Transfer Water,

384 the parties shall meet and confer within 5 days to reconcile any such error or dispute. The

Water Authority shall not be liable to any party for performing the service of calculating the Transfer Water allocations.

ANNUAL TRANSFER APPROVAL

6. Simultaneously with the notice given pursuant to Paragraph 3(b) of the quantity of Transfer Water to be made available to the Transfer Participants, the Exchange Contractors shall submit to Reclamation in writing the proposed quantity and schedule of Transfer Water to be made available between March 1<sup>st</sup> and December 31<sup>st</sup> of that Year. Reclamation shall promptly review and approve such transfer within 15 days of receipt in writing upon its determination that the transfer is consistent with Section 3405(a) of the CVPIA and Reclamation's Interim Guidelines for Implementation of Transfers Pursuant to Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), as may be revised and/or amended, which said determination and approval shall be given no later than March 1 of such Year. Provided that, the Water Authority submits to Reclamation the calculated allocation schedule that reflects the monthly quantities and water classifications for each of the Transfer Participants for such Year. Upon such approval, Transfer Water may be delivered for irrigation, M&I, or refuge purposes in accordance with the provisions of this Agreement.

POINTS OF DELIVERY;

RESPONSIBILITY BEYOND POINTS OF DELIVERY

7. (a) The Exchange Contractors shall make available Transfer Water to the Water Authority and Reclamation at their respective Points of Delivery.

(b) Reclamation and the Water Authority shall be responsible to provide and pay for all arrangements for the conveyance and conveyance pumping required to wheel the Transfer Water purchased beyond the Points of Delivery identified in Article 7(a) and shall be obligated to pay for all Transfer Water made available for delivery by the Exchange Contractors at the Point or Points of Delivery identified pursuant to this Article and in accordance with the scheduling procedures set forth in the Operations Plan, whether or not such arrangements are made .

(c) The Exchange Contractors shall not be responsible for the control, carriage, handling, use, disposal, or distribution of Transfer Water to the Transfer Participants pursuant to this Agreement beyond the Point or Points of Delivery for each established pursuant to Article 7(a) of this Agreement. The Transfer Participants hereby assume responsibility for all claims, demands or actions arising from their respective actions to convey and deliver Transfer Water from their respective Points of Delivery identified in this Article 7 or under the Operations Plan.

#### USE OF TRANSFER WATER

8. The following constraints are applicable to the use of Transfer Water by the Transfer Participants.

(a) No Transfer Water is to be delivered either directly or indirectly to lands which are within the "Initial Drainage Study Area" described on Appendix 2 to this Agreement, unless approved by the Exchange Contractors.

(b) Transfer Water provided under this Agreement is for the use of the Transfer Participants within their respective service areas. Transfer Water shall not be transferred, banked or assigned from one party to any other party on price terms higher than those specified in this Agreement without the prior written consent of the Exchange Contractors. Transfer Water shall not be transferred, banked or assigned to any third party at any price terms without the prior written consent of the Exchange Contractors. Any Transfer Water to be transferred to any third party shall be offered to the other parties to this agreement for the exercise by those other parties of their first right of refusal to purchase.

(c) The use of the Final Environmental Impact Statement/Environmental Impact Report Dated March 1, 2013 for Transfer Participants may be used to comply with necessary environmental documents to transfer and/or bank Transfer Water provided under 8(b).

#### COMPLIANCE WITH LAWS AND REGULATIONS

9. Each party to this Agreement shall comply with all applicable Federal and state laws and regulations governing water quality and the transfer of water, and shall obtain any required permits or licenses from the appropriate Federal, state or local agencies.

#### FORCE MAJEURE

10. If any party hereto shall be delayed or prevented from the performance of any act required hereunder by reasons of acts of God, labor troubles, inability to procure materials,



restrictive governmental laws or regulations of the United States or State of California or any political subdivision thereof, or other cause without fault and beyond the control of the party obligated, specifically excepting any asserted financial difficulty including fluctuations of local and national economics, performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay but not beyond the end of the term of this Agreement; provided that if the period of delay would otherwise obligate the Exchange Contractors to make water available after the end of any Year, performance by the Exchange Contractors shall be excused and this Agreement as to that Year shall not be enforced as to waters not delivered because of the force majeure event.

WATER RIGHTS AND PROTECTION

11. (a) No party hereto shall assert that any activity under this Agreement shall affect the validity of any existing water rights held by any other party. This Agreement does not constitute an amendment, modification or alteration of the Exchange Contract nor a special or additional benefit pursuant to Reclamation Law.

(b) Without limiting the foregoing, the Exchange Contractors shall be deemed to have put all of the Substitute Water made available to the Water Authority and/or to Reclamation hereunder to beneficial use in accordance with the requirements of the Exchange Contract. Further, in no event shall the purchase of Substitute Water pursuant to this Agreement in any way affect the Exchange Contractors' rights under the Exchange Contract. Nor shall the Exchange Contractors be deemed not to require the amount of Transfer Water purchased under

this Agreement for use within its boundaries in the future as a result of the transfer and/or sale of Transfer Water hereunder.

(c) If any Transfer Participant during the term of this Agreement commences or participates as a complaining or moving party in an administrative proceeding or legal proceeding in which that Transfer Participant takes a position or contends directly or indirectly by encouraging or assisting any third party to take a position or contend that (i) use of water retained by the Exchange Contractors or transferred hereunder or available to the Exchange Contractors from groundwater or other sources is not reasonable or beneficial, or (ii) contends that the amounts of water allocated and available to the Exchange Contractors pursuant to the terms of the Exchange Contract, including any amounts transferred under this Agreement or under other agreements, are in excess of the amounts reasonably and beneficially necessary to provide for long-term conjunctive use and reasonable conservation of surface water and groundwater quantities and quality within the Exchange Contractor service area, this Agreement shall be terminated on December 31<sup>st</sup> of the calendar year in which those acts occur as to all Transfer Participants upon the written election of the Exchange Contractors.

LIABILITY AND HOLD HARMLESS

12. (a) Within thirty (30) days of receipt by any party to this Agreement of any claim for liability arising from actions or omissions within the scope of this Agreement, the party receiving the claim shall notify the other parties of such claim and provide a copy of the claim to the other parties, if it is in written form. Nothing in this Article shall be construed to limit the

right of any party to assert such affirmative defenses and file such cross-complaints as may be appropriate in relation to any claim affecting the liability of such party.

(b) The United States hereby releases and holds harmless the Exchange Contractors and the Water Authority, and their respective officers, agents, and employees from all claims for damage to persons or property, direct or indirect, resulting from the United States' performance of this Agreement.

(c) The Exchange Contractors hereby release and hold harmless the United States and the Water Authority, and their respective officers, agents, and employees from all claims for damage to persons or property, direct or indirect, resulting from the Exchange Contractors' performance of this Agreement.

(d) The Water Authority hereby releases and holds harmless the United States and the Exchange Contractors, and their respective officers, agents, and employees from all claims for damage to persons or property, direct or indirect, resulting from the Water Authority's performance of this Agreement.

#### WAIVER

13. Waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

#### ASSIGNMENT - SUCCESSOR AND ASSIGNS OBLIGATED

14. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the parties hereto but no assignment or

transfer of this Agreement or any right or interest therein by any party shall be valid until approved in writing by the other parties.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

15. (a) The expenditure or advance of any money or the performance of any obligation of the United States under this Agreement shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

17. No member of or delegate to Congress, Resident Commissioner, or official of the Exchange Contractors or the Water Authority shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

NOTICES

18. Any notice, demand, or request authorized or required by this Agreement shall be deemed to have been given, on behalf of the Exchange Contractors and/or Transfer Participants, when mailed, postage prepaid, or delivered to the designated addressee for such party listed below. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

To Exchange Contractors:

Mr. Chris White  
San Joaquin River Exchange Contractors  
Water Authority  
P.O. Box 2115  
Los Banos, California 93635

To Water Authority:

Mr. Federico Barajas

Agreement No.-WC-

San Luis & Delta-Mendota Water Authority  
P. O. Box 2157  
Los Banos, California 93635

To Reclamation:  
California-Great Basin

Mr. Ernest A. Conant  
U.S. Bureau of Reclamation, Interior Region 10 \*

Attention: Water Acquisition, MP-410

2800 Cottage Way  
Sacramento, California 95825-1898

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day  
and year first above written:

THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR

By

Regional Director, Interior Region 10 \* California-  
Great Basin  
Bureau of Reclamation

SAN JOAQUIN RIVER EXCHANGE  
CONTRACTORS WATER AUTHORITY

By

Executive Director, San Joaquin River  
Exchange Contractors Water Authority

SAN LUIS & DELTA-MENDOTA  
WATER AUTHORITY

By

Agreement No.-WC-

Executive Director, San Luis & Delta-Mendota  
Water Authority

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DRAFT

<b>EXHIBIT A</b>		
<b>AGRICULTURE, REFUGE AND M&amp;I PRICE SCHEDULE</b>		
<b>CVP SOD AG Allocation</b>	<b>2024</b>	<b>2025</b>
		<b>4%</b>
0%	\$620.38	\$645.20
5%	\$620.38	\$645.20
10%	\$591.12	\$614.76
15%	\$561.85	\$584.33
20%	\$528.49	\$549.63
25%	\$508.01	\$528.33
30%	\$488.70	\$508.24
35%	\$468.21	\$486.94
40%	\$438.95	\$456.51
45%	\$438.95	\$456.51
50%	\$374.57	\$389.55
55%	\$351.16	\$365.21
60%	\$292.63	\$304.34
65%	\$245.81	\$255.64
70%	\$222.40	\$231.30
75%	\$204.84	\$213.04
80%	\$187.28	\$194.78
85%	\$158.02	\$164.34
90%	\$128.76	\$133.91
95%	\$111.20	\$115.65
100%	\$93.64	\$97.39

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EXHIBIT B

ALLOCATION OF WATER BETWEEN  
RECLAMATIONA AND WATER ALLOCATION

DRAFT



Agreement No.-WC-

EXHIBIT C

AUTHORITY PARTICIPANTS

DRAFT

**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:**

9

**Meeting Date:** November 29, 2023

**Submitted By:** Shawn Novack

**Presented By:** Shawn Novack

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**Agenda Title:** Discuss and Consider Approval of a Resolution Authorizing the Submittal of a Grant Application to the United States Bureau of Reclamation (USBR) for WaterSMART Small-Scale Water Efficiency Projects (Funding Opportunity No. R24AS00059)

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**Description:**

The Bureau of Reclamation WaterSMART Small-Scale Water Efficiency Projects grant opportunity is for small, on-the-ground projects that conserve, better manage or use water more efficiently in the West.

Outdoor water use is the largest portion of residential water use, especially in hotter inland areas and cities with larger lots. While lawns have value for recreation and aesthetics, replacing existing turf lawns with well-designed low-water landscapes that incorporate native and climate-appropriate shrubs, grasses, and trees, along with mulch varieties that replenish soil and retain water, can have many benefits.

The WRASBC would like to peruse the funding opportunity to support a Turf Removal Program for its' Member Agencies (City of Hollister, City of San Juan Bautista and Sunnyslope County WD).

A recent report from the Alliance for Water Efficiency compiled data across multiple turf replacement programs and found average water savings of 11-76 gallons/square foot annually after replacing turf.

We are requesting funding for a turf removal program to begin October 2024 (award commences) and estimate it will take a year to allocate the funds. End date is anticipated to be October 2025.

The funding would be a 50/50 costs share. The total funding request is for \$160,000.

**Prior Committee or Board Action(s):** Administration

**Financial Impact:**      ☒ Yes      ☐ No

**Funding Source/ Recap:** 50/50 Costs Share (\$80K Bureau of Reclamation) (\$80,120 WRASBC Reserves)

**Material Included for Information/Consideration:**  
Draft Resolution

**Recommendation:** Recommend approval by Board.

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**Action Required:** \_\_\_\_\_ Resolution   X   Motion \_\_\_\_\_ Review

**Board Action**

  X   Resolution No. \_\_\_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_

**RESOLUTION NO. 2023-24**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SAN BENITO COUNTY WATER DISTRICT  
TO SUBMIT AN APPLICATION TO THE  
BUREAU OF RECLAMATION  
TO OBTAIN A GRANT UNDER THE  
WaterSMART SMALL-SCALE WATER EFFICIENCY PROJECTS  
TO FUND A TURF REMOVAL PROGRAM**

**WHEREAS**, Through WaterSMART Small-Scale Water Efficiency Projects (SWEP), Reclamation provides financial assistance to water managers for projects that seek to conserve and use water more efficiently and accomplish other benefits that contribute to sustainability in the West; and

**WHEREAS**, California, including San Benito County, has been experiencing drought the last three years; and

**WHEREAS**, Outdoor water use is the largest portion of residential water use, especially in hotter inland areas and cities with larger lots. While lawns have value for recreation and aesthetics, replacing existing turf with well-designed low-water landscapes that incorporate native and climate-appropriate shrubs, grasses, and trees, along with mulch varieties that replenish soil and retain water, can have many benefits; and

**WHEREAS**, the proposed replacement of turf to drought-tolerant landscape will result in significant residential water savings, thus supporting the District's water conservation goals; and

**WHEREAS**, the U.S. Department of the Interior-Bureau of Reclamation (funding agency) issued Funding Opportunity Announcement No. R24AS00059 for the "WaterSMART Grants: Small-Scale Water Efficiency Projects for Fiscal Year 2022" which funding for small-scale water efficiency projects; and

**WHEREAS**, the San Benito County Water District desires to apply for the "WaterSMART Grants: Small-Scale Water Efficiency Projects for Fiscal Year 2024 and Fiscal Year 2025".

**NOW, THEREFORE, BE IT RESOLVED**

1) The General Manager of the San Benito County Water District is hereby authorized and directed to make an application and submit a proposal to the funding agency to obtain a "WaterSMART Grants: Small-Scale Water Efficiency Projects for Fiscal Year 2024 and Fiscal Year 2025" grant in an amount up to \$80,000, to support a Turf Removal Program.

2) The General Manager of the San Benito County Water District, or designee, is hereby authorized to enter into an agreement, and any amendments thereto, with the funding agency to receive a 2024/2025 Small-Scale Water Efficiency grant in an amount up to \$80,000.

**BE IT FURTHER RESOLVED** that the President of the Board is authorized to sign said Resolution, on behalf of this Board and District.

**PASSED AND ADOPTED** by the Board of Directors of the San Benito County Water District this 29<sup>th</sup> day of November 2023, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:

*(Signature of presiding Board member  
Attested by Board Secretary  
Resolution #2023-24)*

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Sonny Flores  
President

ATTEST:

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Barbara L. Mauro  
Board Secretary



# Agenda

Item

# 10



## **San Benito County Water District**

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30 Mansfield Road • Hollister, CA 95024-0899

Phone: (831) 637-8218 • Fax: (831) 637-7267

TO: Board of Directors  
Interested Parties

FROM: Barbara Mauro  
Executive Assistant/Board Clerk

DATE: November 22, 2023

SUBJECT: Board Meetings in the months of **September, November  
and December 2024**

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The District's practice is to set the Board meeting dates for the months of September, November and December for the upcoming calendar year, so we can finalize our calendars. These months often have conflicts with the San Benito County Fair and holidays.

Attached please find calendars for September, November and December **2024**.

In 2024, the San Benito County Fair will be held October 4-6, 2024. The Board meeting would be scheduled for Wednesday, September 25, 2023. Because there is no conflict with the Fair in 2024, staff is recommending the September Board meeting remain on **September 25, 2024**.

In 2024, Thanksgiving will be on Thursday, November 28<sup>th</sup>. November's Board meeting would be scheduled for Wednesday, November 27, 2023. Due to Thanksgiving, staff is recommending rescheduling the November Board meeting to Wednesday, **November 20, 2024**.

The December Board meeting would be scheduled for the last Wednesday of December, 2024, which is also December 25, 2024. Staff is therefore recommending rescheduling the December Board meeting to Wednesday, **December 18, 2024**.

The Board's action would be to reschedule both the November and December 2024 Board meeting dates to: **November 20, 2024** and **December 18, 2024**.



September 2024

September 2024							October 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	6	7	1	2	3	4	5
8	9	10	11	12	13	14	13	14	15	16	17	18	19
15	16	17	18	19	20	21	20	21	22	23	24	25	26
22	23	24	25	26	27	28	27	28	29	30	31		
29	30												

MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
Sep 2	3		4		5		6		
9	10		11		12		13		
16	17		18		19		20		
23	24		25	5:00pm Board Meeting (Board Room)	26		27		
30									

November 2024

November 2024							December 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2	1	2	3	4	5	6	7
10	11	12	13	14	15	16	8	9	10	11	12	13	14
17	18	19	20	21	22	23	15	16	17	18	19	20	21
24	25	26	27	28	29	30	22	23	24	25	26	27	28

MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
								Nov 1	
4		5		6		7		8	
11		12		13		14		15	
18		19		20 5:00pm Board Meeting (Board Room)		21		22	
25		26		27		28 THANKSGIVING HOLIDAY		29	

December 2024

December 2024							January 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	5	6	7	1	2	3	4
8	9	10	11	12	13	14	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30	31	
29	30	31											

MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
Dec 2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
		5:00pm Board Meeting (Board Room)							
23	24	25	26	27					
		CHRISTMAS HOLIDAY							
30	31								



# Agenda

Item

# 11

55th Annual Conference

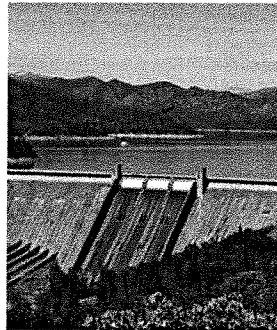
January 24-26

Reno, Nevada

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© 2023 Mid-Pacific Water Users' Conference | Design + Development by PDDG

# MID-PACIFIC WATER USERS' CONFERENCE



## Conference Registration

REGISTRATION OPENING SOON!

All attendees must be registered to attend the conference. Pre-registration is available at any time before the conference and is encouraged to save time when you arrive.

Discounted pre-registration is available through January 9.

On site registration is available at the registration desk at the conference.

One day registrations may only be purchased on site at the conference registration desk.

Conference Participant Registration includes admittance to all conference sessions, Exhibitor Reception, Wednesday lunch, Thursday breakfast, Thursday lunch and Friday breakfast. Separate tickets must be purchased for participation in the Thursday Bowling event.

Spouses or Guests of paid registrants who are not water district or company representatives need not pay a registration fee; however spouses or guests who wish to participate in meal sessions or the Thursday Bowling event must purchase tickets to those events. Exhibitor reception is complimentary to spouses/guests.

The deadline for conference discounted pre-registration is January 9th.

**56<sup>th</sup> Annual Mid-Pacific Water Users' Conference**  
**January 24-26, 2024**  
**Silver Legacy, Reno, NV**  
**SCHEDULE OF EVENTS**

**WEDNESDAY, JANUARY 24**

**7:30am-5:00pm      REGISTRATION**

**8:00am                CONTINENTAL BREAKFAST**

**8:30am-12:00pm    CALL TO ORDER/GENERAL SESSION**

Welcome Address

*Chris Dahlstrom, Santa Ynez River WCD ID #1 (ret.)*

KEYNOTE SPEAKER

*Camille Calimlim Touton, Commissioner, Bureau of Reclamation*

Bureau of Reclamation Regional Director Address

*Ernest Conant, Director, California–Great Basin Region, Bureau of Reclamation*

Bureau of Reclamation Deputies and Area Managers

*Panel Presentation*

The View from Three Capitals: Fighting for Water Users in Western State Legislatures

*Moderated by Jeff Sutton, Tehama Colusa Canal Authority*

*California-Dennis Albiani, California Advocates*

*Nevada-Chris Mahannah, Mahannah & Associates, LLC*

*Oregon-April Snell, Oregon Water Resources Congress*

**12:15pm-2:00pm    LUNCHEON and PROGRAM**

Let's Talk Politics at Lunch: The 118<sup>th</sup> Congress, the Biden White House and the 2024 Elections

*Moderated by Dan Keppen, Family Farm Alliance*

*Dennis Cardoza, Foley & Lardner LLP*

*Mark Limbaugh, The Ferguson Group*

*Garrett Durst, Natural Resource Results LLC*

**2:00pm-4:00pm      ETHICS TRAINING WORKSHOP FOR DISTRICT DIRECTORS**

*Presented by Andrea Clark and Rebecca Smith, Downey Brand LLP*

*This two-hour session will fulfill California state law requirements that all public officials receive ethics training every two years. The training will cover transparency laws, conflicts of interest and fair process. Participants will receive a certificate to be retained by their agency. This workshop is offered at no charge, but please indicate your participation on the registration form.*

**5:30pm-7:30pm      EXHIBITOR RECEPTION & SLOTS TOURNAMENT**

**THURSDAY, JANUARY 25**

**7:30am-5:00pm      REGISTRATION**

**8:00am-9:10am      BREAKFAST and PROGRAM**

Newlands Project Report

*Ben Shawcroft, Truckee-Carson Irrigation District*

Cachuma Project Report

*Chris Dahlstrom, Santa Ynez River WCD ID #1 (ret.)*

9:15am-12:15pm

**GENERAL SESSION**

ESA: Is Anything Fixed? Fixable?

*Moderated by Paul Simmons, Klamath Water Users Association*

*Paul Souza, U.S. Fish and Wildlife Service*

*Brittany Johnson, Somach, Simmons, & Dunn*

*Jason Phillips, Friant Water Authority*

Golden Trophies – 40-year History of How Water Agencies have Celebrated Negotiated Agreements made while being Leveraged by Regulators. Are these really worth celebrating? Are the latest Biological Opinions and Voluntary Agreements the final give? When should we push back?

*Moderated by Jason Phillips, Friant Water Authority*

*Deanna Sereno, Contra Costa Water District (invited)*

*Ian Buck-Macleod, Friant Water Authority*

*Allison Febbo, Westlands Water District*

12:15pm-1:30pm

**LUNCHEON and PROGRAM**

Regional Director's Water Conservation Award

*Presented by Ernest Conant, Director, California-Great Basin Region, Bureau of Reclamation*

Klamath: Damned and Damless (Simmons to moderate)

Klamath Project Report

*Paul Simmons, Klamath Water Users Association*

Dam Removal: It's On

*Moderated by Paul Simmons, Klamath Water Users Association*

*Mark Bransom, Klamath River Renewal Corp.*

*Elizabeth Nielsen, Siskiyou County, California*

Floodplains & Flyways

*Moderated by Dan Keppen, Family Farm Alliance*

*Jacob Katz, California Trout*

*Mark Petrie, Ducks Unlimited*

*Moss Driscoll, Klamath Water Users Association*

3:00pm-5:00pm

**WORKSHOP: Technical Assistance for Modernization Options**

*Stuart Styles, Cal Poly ITRC*

6:00pm-9:00pm

**Dinner and Bowling at the National Bowling Stadium (confirmed)**

**FRIDAY, JANUARY 26**

8:30am-11:30am

**BREAKFAST and PROGRAM**

Bowling and Slot Tournament Awards

Meet the Cal Poly Scholarship Students

Revisiting 2023 Water Year

*Presented by Bureau of Reclamation*

2024 Water Supply Outlook

*Presented by Bureau of Reclamation*





Agenda

Items

# 12, 13, 14



## ***San Benito County Water District***

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30 Mansfield Road • Hollister, CA 95024-0899

Phone: (831) 637-8218 • Fax: (831) 637-7267

TO: Board of Directors  
District Counsel  
Interested Parties

FROM: Barbara Mauro  
Executive Assistant/Board Clerk

DATE: November 22, 2023

SUBJECT: **Agenda Item 12**  
Hear Oral Summary of Recommendation for Final Action  
on Salary and Compensation for Local Agency Executive  
(Manager of Administration, Finance and Business  
Services) Pursuant to Government Code Section 54953,  
Subsection c, 3

**Agenda Item 13**  
Consider Approval of Resolution for Executive  
Compensation

**Agenda Item 14**  
Consider Approval of Employment Contract for Manager  
of Administration, Finance and Business Services and  
Authorize General Manager to Sign

---

Materials for these agenda items were not available at the time of board packet distribution.

Any materials will be distributed at the board meeting.

Thank you for kind attention.

A handwritten signature in blue ink that reads "Barbara L. Mauro". The signature is fluid and cursive.

Barbara L. Mauro