



# Calleguas Municipal Water District Administrative Code

January 22, 2025

Disclaimer: This Administrative Code reflects the action of the Board of Directors of Calleguas Municipal Water District as of the date set forth above and may not reflect the most current actions of the Board. In case of any discrepancy between this version and the official records of Calleguas Municipal Water District, the official records will prevail.

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## **PART 1 - GENERAL PROVISIONS**

### **1.1 FORMATION AND GENERAL PURPOSE OF THE DISTRICT**

Calleguas Municipal Water District (District) was formed on December 10, 1953 under the California Municipal Water District Act of 1911. The general purpose of the District is to provide its service area with a reliable supply of regional and locally developed water.

### **1.2 TITLE AND PURPOSE OF THE ADMINISTRATIVE CODE**

This Administrative Code shall be known as the "CALLEGUAS MUNICIPAL WATER DISTRICT ADMINISTRATIVE CODE" and is sometimes referred to as the "Administrative Code" or the "Code". This Code contains certain operational policies of the District and supersedes and replaces Ordinance No. 13 (which was repealed by the District in 2002) and all previously adopted versions of the Code.

### **1.3 DEFINITIONS**

As used in this Code, unless otherwise specifically provided or the context otherwise requires:

**"Auditor"** refers to the firm which performs an annual audit of the District's financial statements and internal financial controls.

**"Board"** refers to the Board of Directors of Calleguas Municipal Water District.

**"Board Officers"** or **"officers"** refers to the then serving officers appointed by the Board from among the Board members as provided in this Code.

**"Deputy General Manager"** refers to the then serving Deputy General Manager of the District.

**"Director"** refers to an elected or appointed member of the Board.

**"District"** refers to Calleguas Municipal Water District.

**"District Counsel"** refers to the then serving legal counsel to the Board.

**"Employee"** refers to a District employee.

**"General Manager"** refers to the then serving General Manager of the District.

**“Metropolitan” or “MWD”** refers to The Metropolitan Water District of Southern California.

**"Person"** refers to any person, firm, or legal entity.

**"President"** refers to the Director then serving as President of the Board.

**"Secretary of the Board"** refers to the Director then serving as Secretary of the Board.

**“Clerk of the Board”** refers to the then serving Clerk of the Board of the District.

**"State"** shall mean the State of California.

**"Treasurer"** refers to the Director then serving as Treasurer of the Board.

**"Vice President"** refers to the Director then serving as Vice President of the Board.

## **1.4 INTERPRETATION**

Wherever these policies and procedures refer to certain provisions of California law, including without limitation certain sections or provisions of the Brown Act, the Water Code, the California Environmental Quality Act (CEQA), and the Government Code, it is understood that the entire applicable law shall govern, and these policies and procedures shall not serve as a substitute for review of the entire applicable law then in effect. If reference is made to any portion of this Code, or to any ordinance or resolution of the District, the reference shall apply to all amendments and additions thereto.

## **1.5 MAINTENANCE**

A copy of this Code shall be distributed to each Director and to such other persons as the General Manager or the Board deems appropriate. At least once every three years, and otherwise as needed as determined by the Board, the General Manager will review this Code and prepare and present revisions to the Board for consideration.

## **1.6 ACTS BY DEPUTIES**

Whenever a power is granted to, or a duty is imposed upon, an officer or Employee of the District, whether by statute, ordinance, resolution, or order of the Board, the power may be exercised, or the duty may be performed by a deputy, assistant, or Employee authorized by such officer or Employee.

## **1.7 SEVERABILITY**

If any part of this Code is, for any reason, held to be invalid or unenforceable, such decisions shall not affect the validity of the remaining portions of this Code.

## **1.8 AMENDMENT**

This Code may be amended, modified, changed or repealed only by action of the Board, in its sole discretion.

## **1.9 GENDER, TENSES, AND NUMBER**

As used in this Code, the present tense includes the past and future tenses, and the future tense includes the present tense; the masculine gender includes the feminine gender, and the feminine gender includes the masculine gender; and the singular includes the plural, and the plural, the singular.

## **PART 2 - BOARD OF DIRECTORS**

### **2.1 ELECTION**

Members of the Board are elected to office in accordance with applicable law including the provisions of the Municipal Water District Law of 1911. Each Director shall hold office for a term of four years from and after the date of taking office. A Director may be elected to multiple terms in accordance with applicable law.

### **2.2 APPOINTMENT**

When a vacancy occurs on the Board, the remaining members of the Board may fill such vacancy by appointment in accordance with California Water Code Section 71254 and California Government Code Section 1780, or the corresponding provisions of any successor statute.

### **2.3 OATH OF OFFICE**

Persons elected to the Board shall take office at the end of the first Board meeting in December conducted after the final certification of the general election. Persons elected and/or appointed to the Board shall take the required oath of office prior to assuming office. A Notary Public or Deputy County Clerk shall administer the oath. See Elections Code Sections 10505, 10507, 10551 and 10554.

### **2.4 DIVISIONS AND REAPPORTIONMENT**

The District is divided into five Divisions as shown on the Official Map of Division Boundaries on file at the County of Ventura Elections Division. Each Division is represented by one Director who shall be a resident of the Division. Notwithstanding the foregoing, the District is subject to re-division in accordance with the procedures set forth in California Water Code Section 74450 – 74470 et seq.

### **2.5 POWERS**

All powers of the District shall be vested in the Board except for those powers delegated to the General Manager as set forth herein; in the California Water Code; and in the Ordinances and Resolutions of the District; or as otherwise delegated by the Board.

### **2.6 ELECTION OF BOARD OFFICERS**

- (a) At the first meeting in January of the year following any election at which any Director is elected, the Board shall vote for one of its members as its presiding officer, who shall have the title of President of the Board. At the same time, the



Board shall also vote for Directors to serve as Vice President, Treasurer, and Secretary of the Board. The Board may, at any time by vote, modify one or more officer assignments. The newly elected officers shall take office at the conclusion of the meeting at which they are elected unless the Board designates another time.

- (b) The selection of Board members by consensus to serve on committees of the District and representative positions at other organizations will occur at the second meeting in January of the year following any election. This includes the assignment of chairperson, member, and alternate responsibilities for District committees, and representative and alternate positions at other organizations. The Board may, at any time by vote, choose to modify one or more committee assignments and/or representative positions at other organizations.
- (c) Votes as contemplated under this section will be placed on the Board agenda in accordance with the Brown Act and this Code.

## **2.7 DESIGNATION OF METROPOLITAN BOARD REPRESENTATIVE**

The District's representative(s) to the Metropolitan Water District of Southern California Board of Directors will be selected by a vote of the Board, as authorized in the Metropolitan Water District Act, Section 51 and in accordance with the timeframe established in section 2.6(b) above.

## **2.8 GENERAL DUTIES**

The Board of Directors shall:

- (a) Establish the District's policies, mission, and goals by vote at public meetings and hold the General Manager responsible if the policies, mission, and goals of the District are not implemented.
- (b) Assure that the District is responsive to the interests of those it represents.
- (c) Comply with the law and use District powers lawfully.
- (d) Insist that critical and strategic information from which to make decisions and exercise judgments is available in a timely manner.
- (e) Assist staff by assessing issues from a broader perspective, providing outside perspective and guidance.
- (f) Protect the assets of the District.
- (g) Assure that the District is well managed.

- (h) Select the District's officers, General Manager, District Counsel, and Auditor in accordance with California Water Code Section 71340.
- (i) Assure that the District's long-term plans are designed to meet the District's mission and purpose.
- (j) Review and assess long-term planning for the District.
- (k) Establish policies that will provide for the effective conduct of the Board's meetings.
- (l) Be prepared for the meetings of the Board.
- (m) Approve and adopt the annual budget and any amendments thereto.
- (n) Approve and adopt a salary schedule and positions set forth in the organization chart for District Employees and any amendments thereto.
- (o) File Form 700 Statements of Economic Interests as required by the District's Conflict of Interest Code.
- (p) Participate in two hours of sexual harassment prevention training every two years in accordance with Government Code Section 12950.1.
- (q) Participate in ethics training every two years in accordance with California Government Code Section 53235, including at least two hours of training in ethics principles and ethics laws relevant to his or her public service.

## **2.9 LEAVES OF ABSENCE**

In accordance with California Government Code Section 1062, no Director shall absent himself or herself from the State for more than 60 days, unless the absence is for District business or has been approved by the Board. In the case of illness or other urgent necessity, a quorum of the Board may approve an extension of a Director's absence from the State.

## **2.10 BOARD DIRECTION TO DISTRICT STAFF**

- (a) The Board provides guidance and instruction to the General Manager. Individual Directors shall not instruct the General Manager in the execution of his or her powers and duties.
- (b) All general business of the District, including requests for information and instructions to Employees, are to be conducted through the General Manager,

or in the absence of the General Manager, the Deputy General Manager. The exceptions to this limitation are: (1) coordination with the Clerk of the Board related to a Director's duties described in Part 6 this Code, (2) coordination with the Manager of Human Resources and Risk Management on a Director's District-provided benefits, and (3) coordination between the Board Treasurer and the Manager of Finance on District financial matters.

- (c) The General Manager shall promptly provide information requested by Directors as necessary to assist in decision making and policy direction. Routine requests by individual Directors for readily available written information, documents, reports, studies, analyses, or compilations shall not require formal Board approval. If requests for staff assistance or for such information or documents are estimated to require more than four hours of staff time or consulting time, or if they will require less than four hours but are of a recurring nature, these requests shall be submitted in advance to the Board of Directors by the individual Director for formal approval.

## **2.11 COMPENSATION AND REIMBURSEMENT**

### **2.11.1 GENERAL RULES**

- (a) Compensation and reimbursement of expenses for Directors is authorized by, and subject to, California Water Code Sections 71255 et seq. and 20200 et seq., and California Government Code Section 53232.
- (b) The Board's compensation rules and rates are set forth in District Ordinance No. 15. Annually, the Board will review the compensation paid to Directors and may make changes to the established compensation rate by amending Ordinance No. 15 and setting a new compensation rate in accordance with applicable law.
- (c) Subject to Ordinance No. 15 and applicable law, Directors may be compensated for each day's attendance at meetings of the Board and for each day's service to the District rendered at the request of the Board or the General Manager not exceeding a total of 10 days in any calendar month. Any Director who represents the District on the Metropolitan Board is also entitled to receive compensation and expense reimbursement from the District with respect to such service for a total of 10 additional days in any calendar month.
- (d) Directors may receive compensation and expense reimbursement from the District for two conferences each Fiscal Year that require travel and an overnight stay. Any conferences above two per Fiscal Year require prior approval of the President or Board.

- (e) Subject to the requirements of California Government Code Sections 53232.2 and 53232.3, a Director may be reimbursed for any actual and necessary expenses incurred in the performance of duties required or authorized by the Board, including, without limitation, reimbursement for authorized travel and other expenses when on official duty or when acting on behalf of the Board.
- (f) Board Members shall provide a brief oral report on each compensable meeting attended at the next regularly scheduled Board meeting.

### **2.11.2 AUTHORIZED ACTIVITIES AND EXPENSES**

The guidelines set forth below are provided to clarify activities by Directors that are authorized for compensation and reimbursement. However, such guidelines always remain subject to applicable law including, without limitation, California Government Code Sections 53232 et seq. and California Water Code Sections 20201, 20202, 71255 and 71256, as may be amended from time to time:

- (a) Only one day's compensation may be paid for activities performed within a calendar day. Example: If a Director attends a Board meeting and another authorized meeting on the same date, the Director shall only be entitled to compensation for one meeting. However, reimbursement for compensable mileage, meals, and other expenses may be paid for both meetings.
- (b) Directors are authorized to receive compensation and reimbursement for expenses for the following:
  - (1) Attending regular and special meetings of the Board.
  - (2) Performing necessary duties associated with, and required of, an elected official serving on the Board, including participation in required training, either in person or via remote means.
  - (3) Representing the District in any of their collateral assignments.
  - (4) Representing the District when requested by the Board, the President, or the General Manager, including attendance at other meetings or functions of government agencies (State, County, and City), Member Agencies (per Ordinance 12), associations, committees, etc.
  - (5) Representing the District outside of the State with prior approval of the Board.

- (6) Participating in activities related to the District's mission and purpose with prior approval of the President or Board.
  - (7) Participating in conference calls of more than one-half hour's duration which are for the purpose of any of the items listed above, subject to applicable approvals.
  - (8) Travel to or from an authorized activity when it is impractical to travel on the same day as the activity.
- (c) A Director may elect not to receive compensation and/or reimbursement for expenses for any authorized activity.
  - (d) A Director may appeal to the Board any recommendation of the General Manager or decision by the President to deny authorization for compensation and reimbursement.
  - (e) A Director shall secure prior approval of the Board before incurring expenses for hosting conferences, receptions, meetings, group meals, or other activities related to the duties of a Director, other than activities paid for at the Director's personal expense.
  - (f) Agenda packets are sent by electronic means and the District will purchase the following:
    - (1) A District-owned laptop computer, electronic tablet device, and necessary accessories. The District will not pay for any charges associated with a data service plan. When the Director leaves office, they may either return the aforementioned equipment to the District or reimburse the District for the depreciated value of the equipment.
    - (2) A District-owned color ink jet printer or similar, paper, and ink cartridges so that the Director may print the packets at home. When the Director leaves office, they may either return the printer to the District or reimburse the District for the depreciated value of the printer.

### **2.11.3 TRAVEL**

- (a) The District shall reimburse a Director for his or her actual and necessary expenses for approved travel as follows:

- (1) All expenses must be ordinary and necessary for the conduct of District business.
- (2) Authorized expenses while traveling overnight on District business may include, but are not limited to, meals, lodging, baggage handling, tips, transportation costs only to and from the destination required for business purposes, and any other reasonable incidental expenses of the trip which are District related rather than personal in nature. Disallowed expenses include, but are not limited to, personal telephone calls, laundry service, and in-room movies. If a family member or guest accompanies the Director, lodging expenses may only be reimbursed at the applicable rate for a single room to be occupied by only one person. Travel costs, meals and all other incidental expenses for a family member or guest are not authorized for payment from District funds.
- (3) Directors have the option to select either reimbursement at 1.5 times the Government Per Diem Rate for Meals and Incidentals ([www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)) for the closest area to where the meal is consumed (M&I Rate) or reimbursement for actual costs of meals. The method of reimbursement selected will apply for all days of the trip. When submitting a request for reimbursement for meals while attending a conference, an itinerary of the conference must be submitted with the request. The itinerary must include a schedule that includes all meals provided by the conference. When the conference attended provides meals as part of the registration fee, the meal is not eligible for reimbursement.
  - (i) If reimbursement for the actual costs of meals is selected, the following guidelines apply.
    - a. Expenses may include the cost of meals and non-alcoholic beverages. Under no circumstances will the District pay for or reimburse for any expenses associated with the purchase or consumption of alcoholic beverages.
    - b. Itemized receipts must be submitted to substantiate the actual cost of meals.
    - c. The reimbursement amount shall not exceed 1.5 times the M&I Rate.

- d. Any reimbursement greater than 1.0 times the M&I Rate is considered taxable by the Internal Revenue Service and will be added to the Director's taxable wages.
  - (ii) The following guidelines apply to reimbursement at 1.5 times the M&I Rate.
    - a. Itemized receipts need not be submitted. The M&I rate prorates a percentage of the daily rate to each meal.
    - b. On the first and last days of travel, the Director is entitled to per diem reimbursement for only those meals eaten while traveling.
    - c. Any reimbursement greater than 1.0 times the M&I Rate is considered taxable by the Internal Revenue Service and will be added to the Director's taxable compensation.
- (4) Transportation shall be selected based on the lowest overall cost to the District after all costs are considered. All airline travel shall only be by airplane coach or economy class except when coach or economy seats are unavailable at the time of ticketing, or where a physical problem, essential business, or exceptional circumstance warrants travel in a higher class.
- (5) A Director who purchases airline tickets for the purpose of combining personal travel with District travel, or for travel with a family member, shall only be reimbursed for the cost of the Director's ticket which is required for the work-related purpose of the travel.
- (6) A Director shall not be reimbursed by the District for an expense reimbursed by another party.
- (b) Directors who incur expenses on behalf of the District, or who travel on or engage in District business which requires the expenditure of funds on their behalf, shall prepare an expense claim form to document, substantiate, and account for, all expenses.
  - (1) All reimbursement claims shall be submitted to the Clerk of the Board before reimbursement will be made.
  - (2) Receipts and itemized bills must be attached.

- (3) When claiming expenses for business purposes for one or more guests, the original receipt and an itemized bill stating the amount of the meal, a description of the purpose of the meal and the names of the people present and their affiliations shall be provided.
  - (4) Requests for payment at 1.5 times the M&I rates do not require documentation.
- (c) Individual expenses incurred by and for a Director and reimbursed by the District exceeding \$100.00 shall be reported in an annual report as required by law.

## **2.12 BENEFITS**

This paragraph outlines the benefits that are either provided or available to Directors. Although the District may provide other benefits to its Employees, benefits not listed in this paragraph are not provided to the Directors.

- (a) The premiums for the following benefits are fully paid by the District:

- (1) Workers Compensation
- (2) Medical coverage

Directors have the following options for medical coverage as follows:

- (i) District-Procured Coverage

- a. The District will pay the full cost of medical insurance premiums for health plans available to the District through CalPERS, as follows:

- Directors seated prior to December 1, 2012 (Director and dependents)
- Directors seated on or after December 1, 2012 (Director only)

- b. Board Members may change the Level of Enrollment and Style of Coverage as allowed by the enrollment rules published by CalPERS.



(ii) Director-Procured Coverage

- a. At the beginning of his or her term and annually during the open enrollment period, the Director may choose to waive the District-procured coverage and maintain their own medical coverage. If the Director is paying some or all of the premium for their medical coverage, the District shall reimburse the Director for the amount of the premium paid, not to exceed the maximum amount the District pays for medical insurance premiums available to Directors as outlined in Section 2.12(a)(2)(i)a above. This premium reimbursement is available for the Director only.
- b. Proof of medical coverage containing the monthly premium amount and coverage period must be provided to the Manager of Human Resources and Risk Management annually for reimbursement or at the time of renewal. Reimbursement will be paid monthly through payroll for the enrollment period provided in the supporting documentation.
- c. Any changes to the premium amount must be reported within 30 days to the Manager of Human Resources and Risk Management and must be accompanied by supporting documentation. Failure to provide documentation will result in a hold on premium reimbursements.
- d. Directors who wish to change from Director-procured medical coverage to District-procured medical coverage may opt into the District-procured medical coverage only during the annual enrollment period established by CalPERS.

(iii) Waiver of Coverage

Directors may choose to waive the District-Procured Coverage and Director-Procured Coverage and choose to maintain their own medical coverage at their expense.

(3) Dental coverage (Director and dependents) (consistent with the coverage described in Section 12.5.2 of this Code)

- (4) Vision coverage (Director and dependents) (consistent with the coverage described in Section 12.5.2 of this Code)
  - (5) Group Life Insurance (Director only) (consistent with the coverage described in Section 12.5.6 of this Code, except that the coverage amount shall be up to \$25,000)
- (b) Federal taxes associated with Medicare and Social Security are paid by the District and withheld from compensation for Board members who are not exempt from such taxes as required by law.
  - (c) The following benefits are available to Directors; however, all costs associated with these benefits are the responsibility of the Director:
    - (1) Deferred Compensation (consistent with the plan described in Section 12.5.3 of this Code)
    - (2) Flexible Spending Account (IRS 125 Program for unreimbursed medical and dependent care expenses; see Part 12 of this Code)
    - (3) Medical coverage for dependents of Directors seated on or after December 1, 2012

## **2.13 MEETINGS AND MINUTES**

### **2.13.1 GENERAL**

- (a) All proceedings of the Board and any Advisory Body (as defined below) shall be held in accordance with the applicable provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.) as amended from time to time (the "Brown Act"). Should any of the following provisions conflict with any of the provisions of the Brown Act, the Brown Act shall be deemed controlling.
- (b) All meetings of the Board and any Advisory Body shall be open to the public and all persons shall be permitted to attend except as otherwise provided in the Brown Act.
- (c) As used herein:
  - (1) "Advisory Body" means a "legislative body" as defined in Section 54952(b) of the Brown Act including any decision-making or advisory body created by ordinance, resolution, or formal action

of the Board. In accordance with Section 54952(b), an advisory committee composed solely of two or fewer members of the Board is an Advisory Body only if the committee has continuing subject matter jurisdiction or meets pursuant to a schedule fixed by ordinance, resolution, or formal action of the Board.

- (2) “Meeting” means any congregation of a majority of the members of the Board or Advisory Body at the same time and location (including teleconference location as permitted by Section 54953 of the Brown Act) to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board or Advisory Body.
  - (3) “Member” means a Director or a member of an Advisory Body or any person elected or appointed to serve as a Director or member who has not yet assumed the duties of office.
- (d) A majority of the Members of the Board or Advisory Body shall not, outside a meeting authorized by the Brown Act, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the Board or the Advisory Body.
- (e) Nothing contained herein shall be construed as preventing an Employee or official of the District from engaging in separate conversations or communications outside of a meeting with Members of the Board or the Advisory Body in order to answer questions or provide information regarding District business, as long as that Employee or official does not communicate to members of the Board or Advisory Body the comments or position of any other Member or Members of such body. Furthermore, the meeting requirements of the Brown Act shall not apply to any of the situations described in Section 54952.2(c) of the Brown Act including the following:
- (1) Individual contacts or conversations between a Member of the Board or Advisory Body and any other person that do not violate subsection (d) of this Section.
  - (2) The attendance of a majority of the Members of the Board or Advisory Body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the Board or Advisory Body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, any business of a specified nature that is within the jurisdiction of the District.

- (3) The attendance of a majority of the Members of the Board or Advisory Body at any of the following events or gatherings, provided that a majority of the Members do not discuss among themselves, other than as part of the scheduled meeting or program, business of a specific nature that is within the jurisdiction of the Board or Advisory Body:
  - (i) An open and publicized meeting organized to address a topic of local community concern by a person or organization other than the District;
  - (ii) An open and noticed meeting of another body of the District, or an open and noticed meeting of a legislative body of another local agency; or
  - (iii) A purely social or ceremonial occasion.
- (4) The attendance of a majority of the Members of the Board or Advisory Body at an open and noticed meeting of a standing committee of the Board or Advisory Body, provided that the Members of the Board or Advisory Body who are not Members of the standing committee attend only as observers.
- (f) All regular meetings of the Board and all meetings of any Advisory Body shall be held within the boundaries of the District except as follows:
  - (1) To comply with State or Federal law or court order;
  - (2) To inspect real property or personal property that cannot be moved;
  - (3) To meet on a multi-agency matter at the facility of one of the participating agencies;
  - (4) To discuss legislative or regulatory matters with state or federal officials;
  - (5) To discuss matters relating to a District facility at the facility; and
  - (6) To consult with legal counsel at counsel's office if so doing will result in a reduction in cost to the District associated with the meeting.

## **2.13.2 REGULAR/SPECIAL/EMERGENCY MEETINGS**

- (a) The Board shall hold regular meetings on the first and third Wednesday of each month at the hour of 4:00 p.m., unless otherwise noticed in accordance with applicable law, at the District's headquarters located at 2100 E. Olsen Road, Thousand Oaks, California. A regular meeting may be adjourned by the Board or by less than a quorum to another time. An adjourned regular meeting is a regular meeting for all purposes if held within five days of the regular meeting. If the adjourned meeting is held more than five days after the regular meeting, a new agenda shall be posted.
- (b) In accordance with Section 54956 of the Brown Act, special meetings may be called by the President (or, in the absence of the President, by the Vice President) or by a majority of the Board upon 24 hours' notice to each Director.
- (c) In accordance with Section 54956.5 of the Brown Act, in the event of an "emergency situation" the Board or Advisory Body may hold a special emergency meeting without complying with the 24-hour notice requirement or agenda posting required for special meetings, if prompt action is necessary due to disruption or threatened disruption of District facilities. An "emergency situation" includes both an "emergency" and a "dire emergency" as determined by a majority of the Board. An "emergency" is a work stoppage, crippling activity, or other activity that severely impairs public health or safety, and a "dire emergency" is a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that providing the one hour notice of meeting required for an emergency would endanger public health or safety. In accordance with Section 54956.5(b)(2) of the Brown Act, notice of the emergency meeting must be given to each local newspaper and radio and television station that has requested notice of special meetings at least one hour prior to the meeting in the case of an emergency meeting and at or near the time notice is given to the Board Members in the case of a dire emergency. The Board or Advisory Body may meet in closed session during any emergency meeting in accordance with the Brown Act if agreed to by at least two-thirds of the members of the Board or Advisory Body, or if less than two-thirds of the Members are present, by unanimous consent of the Members present. Except as provided herein, all emergency meetings shall be held in accordance with all other special meeting requirements.

- (d) Each Advisory Body may establish a time and place for regular meetings and may call special meetings and emergency meetings in the same manner as the Board.

### **2.13.3 RECORD OF PROCEEDINGS**

- (a) The Clerk of the Board shall record minutes showing action taken by the Board at regular, special and emergency meetings. The approved minutes shall be available for public inspection.
- (b) Any person attending an open meeting of the Board may record the proceeding on audio or video media unless the Board finds the recording cannot continue without noise, illumination or obstruction of view constituting a persistent disruption of proceedings.

### **2.13.4 RULES OF CONDUCT**

- (a) The affirmative vote of at least three Directors is necessary for the Board to take action. The Board shall take action by motion, resolution or ordinance. All votes will be by roll call vote.
- (b) Neither the Board nor any Advisory Body shall take action by secret ballot, whether preliminary or final.
- (c) Advisory Bodies shall adopt rules of order appropriate to their work.
- (d) If any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend such a session. The Board may establish a procedure for readmitting individuals not responsible for willfully disturbing the orderly conduct of the meeting.
- (e) In addition to the authority granted in section (d) above, the presiding member of the Board conducting a meeting, or their designee, may remove or cause the removal of, an individual for disrupting the meeting. Prior to removing the individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that failure to cease their behavior may result in removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive

behavior. For the purposes of this section, “disruptive” means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the ordinary conduct of the meeting.

- (f) The Board shall not prohibit public criticism of the policies, procedures, programs or services of the District or of the acts or decisions of the Board. However, no privilege or protection is hereby conferred for expression beyond that otherwise provided by law.
- (g) Any expression of a Director’s opinion must not appear to be as a representative of the District. Directors that participate in social media and express personal views related to Calleguas and the business of the District must incorporate language clarifying that the views expressed are their personal views and not those of Calleguas.

### **2.13.5 AGENDA**

- (a) In consultation with the Board President, the General Manager will develop the agenda for each Board meeting. In addition to those agenda items set by the General Manager, any Director or District Counsel may request an item be placed on a future Board meeting agenda during Board discussion of future agenda items.
- (b) At least 72 hours before a regular meeting or adjourned regular meeting, or at least 24 hours prior to a special meeting, the Clerk of the Board shall post an agenda specifying the time and location of the meeting. The agenda shall be posted in a location that is freely accessible to the public and shall contain a general description of each item of business to be transacted or discussed at the meeting, including the items to be discussed in closed session.
- (c) The agenda for all meetings shall include the opportunity for the public to address the Board prior to taking action on any matter. The agenda for regular and adjourned regular meetings shall include the opportunity for the public to address the Board on matters within the jurisdiction of the District that are not on the agenda and for those items that are on the agenda but which are not action items.
- (d) Except as otherwise provided herein, no substantive discussion shall occur nor action shall be taken on matters not shown on the posted agenda. However, Directors may briefly respond to statements made or questions posed during public comment, request clarification, provide a reference to staff or other resources for factual information, request staff to report back to the Board at a subsequent meeting, or direct staff

to place a matter of business on a future agenda. The Board may take action on items not appearing on the posted agenda under any of the following conditions, provided that prior to discussing such item the Board publicly identifies the item:

- (1) Upon a determination by a vote of the Board that an emergency situation exists, as defined in Section 54956.5 of the Brown Act.
  - (2) Upon a determination by a two-thirds vote of the Board present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted.
  - (3) The item was posted for a prior meeting of the Board occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.
- (e) The agenda shall describe matters to be discussed in closed session in substantially the form specified for such matter in Section 54954.5 of the Brown Act.
- (f) Prior to adoption of any new or increased general tax or assessment the Board shall comply with the 45-day public notice and public meeting and hearing procedures specified in Section 54954.6 of the Brown Act.

### **2.13.6 CLOSED SESSIONS**

- (a) The Board may conduct a closed session to discuss and consider those items authorized for closed session under the Brown Act. By way of example, but without limitation, the Board may conduct a closed session to:
- (1) Consider property acquisition or disposition by eminent domain or otherwise;
  - (2) Consider pending or potential claims or litigation;
  - (3) Consider threats to public services or facilities;
  - (4) Consider the appointment, promotion or job performance of Employees;



- (5) Consider charges levied against an Employee;
  - (6) Establish the District's position regarding Employee negotiations; or
  - (7) Conduct any District business when public session is not possible due to riot or other interruption.
- (b) Action taken in closed session and the vote, abstention, or absence of each member shall be reported in accordance with the Brown Act (California Government Code §54957.1).

### **2.13.7 MINUTES**

- (a) The Clerk of the Board shall prepare or delegate the preparation of written minutes of each meeting reflecting all official actions taken by the Board, the disposition of all items on the agenda, specific statements of Directors requested by them to be included when related to reasons for voting in a specific manner, and matters requested by a Director to be included as an agenda item for the meeting. The number and title of all ordinances and resolutions shall appear in the minutes.
- (b) Written minutes must be approved by a vote of the Board and signed by the Secretary of the Board. Original copies of all minutes will be maintained in the District's minute books maintained by the Clerk of the Board.

## **PART 3 - BOARD OFFICERS**

### **3.1 ELECTION**

The Board Officers shall be elected as provided in Part 2 of this Code.

### **3.2 DUTIES**

#### **3.2.1 PRESIDENT OF THE BOARD**

The President may make and second motions and shall have a voice and vote in all proceedings. The President shall:

- (a) Preside over all meetings of the Board including:
  - (1) Opening the meeting at the appointed time, calling the meeting to order, and determining that a quorum is present;
  - (2) Announcing each item of business on the agenda and the recommended motion;
  - (3) Calling for motions;
  - (4) Calling for public participation during meetings, when appropriate;
  - (5) Determining questions of order and enforcing rules of the Board;
  - (6) Ensuring that all members of the Board have an equal opportunity during discussion of issues. The President may be involved in discussion on any matter, but his or her right to expression shall be not greater than that of any other Director;
  - (7) Stating the motion and announcing passage or failure;
  - (8) Opening, conducting, and closing public hearings;
  - (9) Adjourning meetings of the Board;
  - (10) Reviewing each report which they receive through the confidential employee hotline and taking the necessary action(s) to address the concerns raised.

- (b) Lead the discussion for selection by consensus of members to serve on committees of the District and representative positions at other organizations in accordance with section 2.6(b), including the assignment of chairperson and alternate responsibilities for District committees, and representative and alternate positions at other organizations.
- (c) Develop the Board agenda in consultation with the General Manager.
- (d) Set the time and place for any special meeting of the Board.
- (e) Represent the District in public ceremonies.
- (f) Serve as public spokesperson of the District and express the approved policy of the District when called upon to do so.

### **3.2.2 VICE PRESIDENT**

The Vice President of the Board shall:

- (a) Perform all the duties of the President during the absence of the President.
- (b) Act in the place of the President, if for any reason the position of President is vacant, until a new President is selected.

### **3.2.3 SECRETARY OF THE BOARD**

The Secretary of the Board shall:

- (a) Perform all the duties of the President during the absence of the President and Vice President.
- (b) Attest to the signature of the President of the Board on all ordinances, resolutions, and minutes.
- (c) Certify the Board meeting minutes.
- (d) Perform all the duties of the Treasurer during the absence of the Treasurer.

### **3.2.4 TREASURER**

The Treasurer shall:

- (a) Generally, review checks presented for the payment of District obligations, and available supporting documents, for accuracy.
- (b) Review monthly investment and disbursement reports, budget documents, and financial reports made to the Board.
- (c) Have authority to co-sign disbursement vouchers and wire transfers.
- (d) Perform all the duties of the Secretary during the absence of the Secretary.

## **PART 4 - GENERAL MANAGER**

### **4.1 GENERAL POWERS**

The General Manager is the chief executive officer of the District. Subject to applicable law, the General Manager's general powers and authority are as set forth by the Board in the form of ordinances, resolutions, motions and this Code. The General Manager shall be responsible to the Board for, and have jurisdiction over, the proper administration of all affairs of the District, as established by the Board, including those matters specified herein and in California Water Code Sections 71362 and 71363.

### **4.2 SIGNATURE AUTHORITY**

In addition to the documents signed by the General Manager in the ordinary course of administrating the affairs of the District, the General Manager is specifically authorized by Ordinance No. 18, as may be amended by the Board from time to time, to enter into and sign certain documents and instruments for and on behalf of the District, either alone or together with certain officers as specified in Ordinance No. 18.

### **4.3 COMPENSATION**

The General Manager shall be paid a salary commensurate with his or her responsibilities, which salary shall be established by contract and any adjustments subject to approval by the Board. Under the terms of the contract with the District, the General Manager serves at the discretion of the Board.

### **4.4 EMERGENCY POWERS**

- (a) The General Manager has the authority to declare an emergency, which allows the General Manager to take the actions described herein if the General Manager determines that the District's ability to provide services is jeopardized by unanticipated events. If an emergency has been declared, and is continuing as provided herein, the General Manager is empowered to take those actions authorized under California Public Contract Code Section 22050, including the authority to repair or replace public facilities, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. The General Manager shall maintain good and accurate records of all purchases made under the authority of this Section.

- (b) If an emergency is declared as provided in subsection (a), the Board shall review the need for continuation of the emergency, and the actions taken by the General Manager, in accordance with applicable law including California Government Code Section 8630. At each Board meeting at which the emergency is considered, the General Manager shall report to the Board justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency. The Board shall declare the termination of the emergency at the earliest possible date that conditions warrant.

## **4.5 GENERAL DUTIES**

- (a) The General Manager shall have the full power and authority to employ and discharge all Employees (other than those officers appointed by the Board in accordance with California Water Code Section 71340) at his or her pleasure and prescribe their duties and fix their compensation, subject to salary ranges and numbers and types of positions approved by the Board. Salaries will be identified on the salary schedule adopted and amended by the Board.
- (b) Additionally, the General Manager is authorized to employ additional assistance as may be required from time to time as determined by the General Manager:
  - (1) To provide substitutes for Employees on leave;
  - (2) To fill a position in advance of termination or retirement of an Employee currently occupying that position;
  - (3) To temporarily (for a period of less than 12 months) add or reclassify positions to facilitate anticipated or ongoing transitions;
  - (4) To perform emergency work; or
  - (5) To establish temporary internships, including the assignments, scope, duties, duration, and compensation of same.
- (c) The General Manager shall maintain the operation of a confidential employee hotline. Reports submitted through the hotline are to be provided to the President and General Manager unless the complaint is about the General Manager, in which case reports are to be provided to the President and District Counsel. The General Manager shall review each report on its merits and take the necessary action(s) to bring the matter to a satisfactory resolution.

- (d) The General Manager will provide the Board with the following summary information:
  - (1) In January and July of each year:
    - (i) A list of each Employee hired, promoted, or terminated during the preceding six-month period. As appropriate, the list will include: the date of hiring, promotion, or termination, and the present and former job title and present and former salary.
    - (ii) A summary of all changes made to the Employee Handbook, as defined in Code Section 12.1, during the preceding six-month period.
  - (2) In January of each year, unless provided the previous December:
    - (i) A current salary schedule, schedule of rates for on-call, special duty incentive pay, tuition reimbursement maximum contribution, and lease rates for District-owned housing at Lake Bard.
    - (ii) A current organization chart.
    - (iii) A listing of the current Internal Revenue Service mileage rate and the Government Meals and Incidental rate for the cities to which the Directors and District staff are expected to travel in the next 12 months.
  - (3) In January, April, July, and October of each year:
    - (i) A summary of all reports submitted through the confidential employee hotline.
- (e) The General Manager is authorized to approve changes to the annual budget for accounts included as part of the “Operating Administration Expenses” and “Capital Related Expenses” provided the total budgeted expenses do not change. Any adjustment increasing the District’s total budgeted expenses must be brought to the Board for review and approval.
- (f) The General Manager is authorized to conduct an appropriate salary survey a minimum of every three years.
- (g) The General Manager is authorized to act on the District’s behalf with respect to responding to claims filed under the Government Claims Act (Government Code section 810 et seq.).

## **4.6 DELEGATION OF AUTHORITY BY GENERAL MANAGER**

The powers and duties of the General Manager may be delegated as follows:

- (a) Under the direction of the General Manager, District staff shall perform duties assigned by the General Manager with like effect as though such duties were performed or rendered by the General Manager. The Deputy General Manager shall act with the General Manager's authority in his or her stead in the event the General Manager is absent or unable to act in person.
  - (1) The Board shall establish in advance the person who is to assume the position of "Acting General Manager" in the absence of both the General Manager and the Deputy General Manager." In the absence of both the General Manager and Deputy General Manager, the "Acting General Manager" shall have the authority and powers of the General Manager, and such authority and powers will continue until the General Manager and/or Deputy General Manager are again available and able to serve or until the Board appoints a successor.
  - (2) The General Manager shall inform the Board in advance of planned absences longer than one day in duration.
- (b) Each duly authorized delegate under this Section shall act in the name of the General Manager, except when empowered by law or in writing by the Board to act in his or her own name, and his or her acts shall be equally effective whether done in his or her own name or, if so empowered by the Board, in the name of the General Manager.

## **4.7 TRAVEL AND EXPENSE REIMBURSEMENT**

- (a) All travel by the General Manager must be approved in advance by the Board President and is subject to the rules applicable to Board members as set for in Section 2.11.3 of this Code except that meals are reimbursable at the M&I Rate, not at 1.5 times the M&I Rate.
- (b) All expenses incurred by the General Manager must be approved in writing by the Board Treasurer or Board President before they are reimbursed.



## **PART 5 - DISTRICT COUNSEL**

### **5.1 POSITION AUTHORIZED**

By contract approved by the Board, the District shall engage an attorney to serve as General Counsel to the District ("District Counsel"). By approval of the Board, the District may also retain such other legal counsel as the Board deems necessary to advise the District. The contracts for all legal counsel retained by the District shall be based upon an agreed fee schedule.

### **5.2 GENERAL DUTIES**

District Counsel shall be responsible for:

- (a) Representing the District, the Board, and any officer of the District, in all legal actions brought by or against the District, the Board, or any officer of District, in his or her official capacity.
- (b) Submitting advice or opinions to the Board when requested to do so by the Board.
- (c) Submitting advice or opinions on District-related matters to the General Manager when requested to do so by him/her.
- (d) Reviewing and making appropriate comment on matters or recommendations presented in written or oral form.
- (e) Reviewing notices, resolutions, ordinances, minutes, agreements, contracts, and supporting materials in advance of meetings.
- (f) Attending each meeting of the Board, unless excused in advance or during a meeting by the President of the Board.
- (g) Attending meetings involving the District as requested by the General Manager or, in the case of a meeting of an Advisory Body of the District, upon request of the General Manager or the Advisory Body's Chairperson.
- (h) Reviewing each report that they receive through the confidential employee hotline and taking the necessary action(s) to address the concerns raised.
- (i) Testing the functionality of the confidential employee hotline at least once each calendar year to confirm that claims about the General Manager are being delivered directly to the Board President and District Counsel. The test is to be performed at different dates in different years and without advance coordination with the General Manager.

- (j) Submitting a quarterly summary report of legal activities.

### **5.3 TRAVEL AND EXPENSE REIMBURSEMENT**

- (a) All travel by District Counsel must be approved in advance by the Board President and is subject to the rules applicable to Board members as set for in Section 2.11.3 of this Code.
- (b) All expenses incurred by District Counsel must be approved in writing by the Board Treasurer or Board President prior to reimbursement for those expenses.

## **PART 6 - CLERK OF THE BOARD**

### **6.1 GENERAL DUTIES**

The duties of the Clerk of the Board include, without limitation:

- (a) Attending to all administrative support needs of the Directors, including coordinating schedules, transportation, meals, and lodging, as needed, in support of meetings involving District business (MWD, Member Agencies, ACWA, AWA, etc.).
- (b) Attending to the administrative requirements of the Brown Act with respect to scheduling and preparing for all regular, special, and emergency Board meetings and Advisory Body meetings, including without limitation:
  - (1) Preparing the agenda and supporting documents for each meeting and arranging for distribution of agenda packets.
  - (2) Publishing and posting notices required by the Brown Act.
  - (3) During meetings, recording the actions of the Board.
- (c) Making certified copies of official correspondence.
- (d) Maintaining the records and documents of the Board (minute books, resolutions, ordinances, policies).
- (e) Receiving documents addressed to the Board including acceptance of service of process for the District.
- (f) Administering the District's Conflict of Interest Code as follows:
  - (1) Notifying Directors, staff, and consultants of filing deadlines related to annual Form 700s and Statements of Assuming or Leaving Office and providing them with the necessary forms.
  - (2) Maintaining required documents at the District and filing required documents with the County of Ventura.
- (g) Administering the Oath of Office to members of the Board as a Notary Public or Deputy County Clerk.
- (h) Coordinating with the County of Ventura concerning Division elections.

- (i) Coordinating with the President of the Board, the designated Metropolitan Water District Director representative, and guests for all inspection or information tours.
- (j) Maintaining custody of the District seal.

## **PART 7 - RECORDS REQUESTS AND MAINTENANCE**

### **7.1 GENERALLY**

All public records requests, oral or in writing, received by the District shall be promptly forwarded to the Clerk of the Board for consideration and processing. All such requests shall be handled in accordance with the applicable requirements of the California Public Records Act ("PRA"). The General Manager, in consultation with legal counsel, will make all final decisions on any questions regarding compliance with these acts. The District may charge for the cost of mailing and copying costs not to exceed the maximum allowable statutory fee under the PRA, as may be amended from time to time.

### **7.2 AGENDA PACKETS**

Subject to Section 7.1, above, the following specific procedures will apply to requests for copies of the District's Board meeting agenda packets (the "Packet"):

- (a) A standing request for a copy of the Packet made in accordance with Government Code Section 54954.1 shall be valid for the calendar year in which it was made. All requests will expire on December 31 of the year in which they were submitted. If an individual or group wishes to continue to receive information after a request has expired, a new request must be submitted. The request must specify the address to which the response is to be transmitted.
- (b) All other requests for a copy of a Packet shall be processed in accordance with Section 7.1, above.

### **7.3 RECORDS RETENTION**

- (a) The District has adopted a records retention program establishing orderly procedures for retaining District records in active files and in inactive files and for disposing of records when they are no longer needed for administrative, fiscal, historical, or legal purposes.
- (b) The procedures will promote the efficient and cost-effective conduct of the District's business by reducing the number of records in the active file areas, eliminating unnecessary retention of duplicate or obsolete documents, and providing for timely transfer of inactive records. The result will enable the District to function efficiently with a minimum of file equipment, will facilitate the retrieval of records, and will establish a tradition of good records management for the District. In addition, the records management program will ensure that records with long-term value are retained and protected.

- (c) The records of all District departments are covered by the records retention program. That is, the records retention program covers all papers, maps, and other documentary records made or received by the District in connection with its business, and preserved by the District as evidence of its functions, policies, decisions, operations, or other activities, or because of the value of the information they contain.

#### **7.4 DISTRICT-RELATED ELECTRONIC DATA IN PERSONAL DEVICES OR ACCOUNTS**

If a public records request is made for information related to District business that could be stored in a Board Member or Employee's personal electronic device (such as a phone, tablet, or computer) or personal email or texting account, the following procedure will be followed:

- (a) The General Manager shall send a written or email request to each affected Director or Employee directing them to (1) search their personal devices and accounts for a specific type or category of record, (2) provide copies of all such records to the Clerk of the Board within seven calendar days of the request, and (3) sign an affidavit that they have searched all of their personal electronic devices and accounts and has produced all documents responsive to the request.
- (b) Within the requested seven calendar days, the Director or Employee shall either (1) provide the requested records, if any, to the Clerk of the Board in electronic or paper format and the signed affidavit or (2) provide an explanation why more time is needed to complete the request. Up to 10 additional calendar days may be requested if the search and production of the requested documents would take substantial time to find and produce.
- (c) If additional time is requested, the Director or Employee shall provide the requested records, if any, to the Clerk of the Board in electronic or paper format and the signed affidavit before the end of the extended time period.

## **PART 8 - ANNEXATIONS**

### **8.1 MEMBERSHIP IN METROPOLITAN WATER DISTRICT**

Any annexation to the District shall also be a concurrent annexation to Metropolitan Water District of Southern California.

### **8.2 GOVERNING LAW**

Any annexation to the District shall be accomplished in accordance with this Code, Division III of the Metropolitan Administrative Code, and applicable law including the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (California Government Code Section 56000 et seq.).

### **8.3 CRITERIA**

- (a) An area proposed for annexation shall not, after annexation, leave an unannexed area entirely surrounded by an area annexed to the District (a “window”) unless the Board finds that the District's interests will not be adversely affected by the existence of such a window.
- (b) An area proposed for annexation shall neither create an island by including land that does not share a common border with the existing District service area nor include a narrow, meandering path of land for the express purpose of linking properties proposed for annexation unless the Board finds that the District's interests will not be adversely affected by the existence of such an island or annexed land.
- (c) Proposed annexations shall include the entirety of all legal parcels which are the subject of the proposed annexation unless the Board determines that the District's interests will not be adversely affected by a proposed partial annexation.
- (d) Annexations will be considered only when the subject property is located where it is physically and economically practical for a District Member Agency to provide water service, as determined by the District.
- (e) Any area proposed for annexation to a Member Agency or joining the service area of a Member Agency delivering water supplied by the District, and not already within the District shall be annexed to the District concurrently.

## **8.4 MANDATORY CONDITIONS**

All terms and conditions of annexation shall contain the following provisions:

- (a) The sale and delivery of all water by the District, regardless of the nature and time of use of such water, shall be subject to regulations promulgated by the District.
- (b) Except upon terms and conditions specifically approved by the Board, water sold and delivered by the District shall not be used in any manner which intentionally or avoidably results in the direct or indirect benefit of areas outside the District including use of such water outside the District or use thereof within the District in substitution for other water used outside the District.
- (c) The District shall not be obligated to provide or pay for any additional works or facilities necessitated by the annexation.

## **8.5 PROCEDURE**

### **8.5.1 BOARD APPROVAL**

The Board will consider and may approve annexations in a three-step process as summarized below:

- (a) The Board adopts a resolution initiating the annexation;
- (b) If Metropolitan approves “Informal Terms and Conditions” of the proposed annexation, the District Board adopts a resolution requesting that Metropolitan approve “Formal Terms and Conditions” and requesting approval by the Ventura County Local Agency Formation Commission (“LAFCO”);
- (c) After the District receives the Metropolitan and LAFCO resolutions granting the approvals described in subparagraph (b), above, the Board adopts a final resolution accepting Metropolitan’s Formal Terms and approving the annexation.

### **8.5.2 REQUEST FOR ANNEXATION**

A request for annexation shall be made in writing by the owner of the land to be annexed, or the owner’s authorized agent (the “Applicant”).



### **8.5.3 INITIATION OF ANNEXATION**

For initiation of annexation, the request shall include:

- (a) A legal description and a detailed map of the area proposed to be annexed, showing existing District and Metropolitan annexation boundaries, and clearly indicating the metes and bounds of the area and the gross and net acreage for the area with sufficient documentation to support the gross and net acreage specified;
- (b) The Assessor's Parcel Numbers of all parcels included in the area proposed to be annexed;
- (c) The present vesting and legal descriptions of each parcel in the area proposed to be annexed;
- (d) A description of:
  - (1) Present use of each of the parcels included within the area proposed to be annexed;
  - (2) Existing or proposed development plans for such parcels;
- (e) A plan for implementing the water use efficiency guidelines set forth in Section 3107 of the Metropolitan Administrative Code;
- (f) A signed Landowners' Request to Annex and Approval of Parcel Charges for every parcel in the area proposed to be annexed;
- (g) A deposit against administrative annexation expenses in accordance with this Code; and
- (h) Any other information and documentation requested by the District.

### **8.5.4 APPROVAL BY METROPOLITAN AND LAFCO**

Prior to the Board's consideration of a resolution requesting approval by Metropolitan and LAFCO, the Applicant shall submit to the District:

- (a) Any changes to the annexation documentation submitted previously;
- (b) Documents demonstrating project compliance with the California Environmental Quality Act ("CEQA") including reference to the District and Metropolitan as suppliers of potable water, and which address the necessity of annexation to the District; and

- (c) An agreement signed by the Applicant indemnifying the District against liability related to the District's actions in the annexation.

### **8.5.5 FINAL APPROVAL**

Prior to the Board's consideration of a resolution of final approval of an annexation, the District must have received all of the following:

- (a) A certified resolution of the Metropolitan Board of Directors fixing Formal Terms and Conditions for the annexation;
- (b) A certified resolution from LAFCO approving the annexation;
- (c) Payment by the Applicant of all annexation fees required by Metropolitan and the District in accordance with this Code; and
- (d) All other documents and information required by the District as provided herein.

### **8.5.6 NOTICE OF COMPLETION TO LAFCO**

Within five business days of the final approval of an annexation by the Board, the District shall send a Request for Notice of Completion to LAFCO.

## **8.6 FINANCIAL POLICIES**

### **8.6.1 DIRECT ADMINISTRATIVE COSTS**

- (a) The Applicant shall pay all direct administrative costs incurred as a result of annexation investigation, evaluation and proceedings.
- (b) Before annexation is initiated or District funds expended on a given annexation, the Applicant shall deliver a deposit sufficient to pay for all routine costs of annexation as calculated and requested in writing by the District after preliminary review of the annexation proposal.
- (c) In the event annexation is commenced but not completed and funds are advanced by the Applicant, but not expended, such funds shall be refunded to the Applicant.

### **8.6.2 CALLEGUAS ANNEXATION FEE**

In addition to the expenses listed in this Section 8, Applicants for areas annexing to the District shall pay to the District a per acre annexation fee based on the net present value of property taxes due to the District.

### **8.6.3 METROPOLITAN ANNEXATION FEE**

The District shall collect from the Applicant the Metropolitan Annexation Processing Fee and the Metropolitan Annexation Fee in accordance with Metropolitan's Administrative Code (Sections 3100 (b) 7 and 3300), as may be amended from time to time.

- (a) The Metropolitan Annexation Processing Fee shall be transferred to Metropolitan with the Request for Approval of Informal Terms and Conditions.
- (b) The Metropolitan Annexation Fee shall be transferred to Metropolitan before recordation of the annexation.

### **8.6.4 PAYMENT REQUIREMENTS**

The Applicant shall pay all administrative annexation expenses, Metropolitan Annexation Fees, and District Annexation fees in full prior to completion of the annexation.

### **8.6.5 DISCRETIONARY WAIVER OF CHARGE AND FEE**

The processing fee and the annexation charge may be waived in cases where the Board requests a small annexation to prevent or close a "window" in an existing member public agency or as otherwise specified in this Code.

### **8.6.6 ANNUAL REVIEW OF CALLEGUAS ANNEXATION FEE**

The Per-Acre Fee and the Back Tax Computation shall be recalculated by the District annually and the adjusted fee shall become effective as of the first day of each calendar year or on another date selected by the Board.

## **PART 9 - CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

### **9.1 ADOPTION OF CEQA GUIDELINES**

Section 15022(d) of the State CEQA Guidelines (the “Guidelines”) allows agencies to adopt the Guidelines by reference in order to comply with certain CEQA provisions relating to public agency implementing procedures. The Board has determined that adoption of the Guidelines as the District’s implementing procedures will result in increased administrative efficiency by avoiding the need to continually review and update District-developed implementing procedures. Accordingly, the Guidelines, as amended from time to time, are adopted as the District’s CEQA Implementing Procedures.

### **9.2 DELEGATION OF RESPONSIBILITY FOR CEQA COMPLIANCE**

#### **9.2.1 RESPONSIBILITY OF BOARD OF DIRECTORS**

The Board shall have responsibility for administering CEQA as follows:

- (a) Reviewing and considering or, as applicable, certifying a final Environmental Impact Report (EIR) or approving or, as applicable, adopting a Negative Declaration prior to approving a project.
- (b) Making all findings required by Sections 15091 and 15093 of the Guidelines.
- (c) Taking such other actions as CEQA requires of the Board.

#### **9.2.2 RESPONSIBILITY OF THE GENERAL MANAGER**

The General Manager or, under the General Manager’s direction, District staff, shall have responsibility for administering CEQA as follows:

- (a) Determining whether a project is exempt from compliance with CEQA, including without limitation determining whether a particular project satisfies one of the exemptions specified in Section 9.2.3, below.
- (b) Conducting an Initial Study and deciding whether to prepare an EIR or Negative Declaration.
- (c) Preparing an EIR or Negative Declaration.
- (d) Determining that a Negative Declaration has been completed within the statutory time period.

- (e) Preparing responses to comments on environmental documents.
- (f) Preparing comments and responding to requests for comments related to environmental documents of other agencies.
- (g) Filing applicable notices required by CEQA.
- (h) Taking such other actions as CEQA allows or requires the staff of an agency to take.

### **9.2.3 EXEMPTIONS**

The District has determined that the following specific District activities are within the exemptions established by the CEQA Guidelines and by statute:

- (a) Annexations to the District of areas containing existing public or private structures developed to the density allowed by the current zoning of the gaining or losing governmental agency, whichever is more restrictive, provided, however, that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities. (Guidelines Section 15319)
- (b) Annexation of individual small parcels of the minimum size for facilities exempted by Section 15303 of the Guidelines. (Guidelines Section 15319)
- (c) Emergency repairs to District facilities, pipelines, and appurtenances necessary to maintain service. (Guidelines Section 15269)
- (d) Sales of District surplus property (Guidelines Section 15312) except that if real property is located in an area of statewide, regional or area wide concern (Guidelines Section 15206(b)(4)) the sale would be exempt only if:
  - (1) The property does not have significant values for wildlife habitat or other environmental purposes, and
  - (2) Any of the following conditions exist:
    - (i) The property is of such size, shape, or inaccessibility that it is incapable of independent development or use; or

- (ii) The property to be sold would qualify for an exemption under any other class of categorical exemption in the Guidelines; or
  - (iii) The use of the property and adjacent property has not changed since the time of purchase by the public agency.
- (e) Basic data collection, research, experimental management, and resource evaluation activities of the District which do not result in a serious or major disturbance to an environmental resource either for information gathering purposes, or as part of a study leading to an action which the District has not yet approved, adopted, or funded.
- (f) Inspections by the District or its consultants to check for performance of a District operation, or quality, health, or safety of a District project. (Guidelines 15309)
- (g) Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing District structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use. (Guidelines 15301)
- (h) Replacement, relocation or reconstruction of existing District structures, pipelines, or facilities on the same site with structures, pipelines, or appurtenant facilities serving substantially the same purpose and with substantially the same capacity as the existing structure, pipeline, or facility. (Guidelines 15302)
- (i) The normal operations of District headquarters for public gatherings including, but not limited to, Board meetings, public meetings on water related issues, watershed group or stakeholder meetings, and the like. (Guidelines 15323)
- (j) Minor alterations in the conditions of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees including, but not limited to, minor grading, gardening, landscaping, trenching and backfilling, maintenance dredging, and fuel management activities of the type set forth in Guidelines Section 15304.
- (k) Construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior

of the structure, such as installation of new piping, instrumentation, pumps, valves, air compressors, rectifiers, or power supplies.

- (l) Changes in the organization of the District as long as the changes do not change the geographical area in which previously existing powers are exercised. Examples include the establishment of a subsidiary district or the consolidation of the District with another district having identical powers.
- (m) [Reserved - Capital Construction Charge]
- (n) Actions necessary to prevent or mitigate an emergency involving the District's facilities or threatening the District's facilities (not including long-term projects with a low probability of short-term occurrence).
- (o) Projects of less than one mile in length within a public street or highway or any other public right-of-way for the installation of a new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline. For purpose of this section, "pipeline" includes subsurface facilities but does not include any surface facility related to the operation of the underground facility. (Public Resources Code 21080.21)
- (p) Rejected or disapproved projects.

This listing of exemptions is not intended to be exclusive and the availability of each exemption must be determined based on the particular facts. Without limiting the foregoing, the categorical exemptions listed above shall not apply where: (1) a reasonable possibility exists that the activity may have a significant environmental impact because of unusual circumstances; (2) project cumulative impacts would be considerable and therefore significant; (3) the project occurs in certain sensitive environments (as specified in the Guidelines); (4) a project affects scenic resources within official state scenic highways; (5) a project is located on a toxic site listed by the California Environmental Protection Agency; or (6) a project causes substantial adverse changes in significant historic resources.

## **PART 10 - PROCUREMENT POLICY**

The District will procure goods and services in support of its administrative, operational, and capital improvement requirements. It is the intent of the District to engage in procurements that ensure it will receive goods and services of the appropriate quantity, of a satisfactory level of quality, delivered in a timely manner, and at a price that represents the best value to the District and its ratepayers.

All purchases of materials, supplies, equipment, and services required by the District shall be made in accordance with the following policy and applicable law.

### **10.1 DEFINITION OF TERMS**

The following definitions shall apply to this part:

- (a) **“Agreement”** means a contractual document entered into between the District and a Consultant or Contractor for engagements involving the provision of Services, typically delivered over an extended period of time.
- (b) **“Bid”** means a sealed (electronically or physically) price offer to perform work in accordance with specifications, conditions, and other requirements included in a Notice Inviting Bids (NIB).
- (c) **“Bidder”** means a Contractor or Supplier that submits a Bid in response to a NIB or an Invitation for Quote.
- (d) **“Consultant”** means an individual, firm, or entity that provides Professional Services.
- (e) **“Construction Services Agreement”** means a written agreement for the provision of Public Works Construction by a Contractor.
- (f) **“Contract”** means a written document establishing terms and conditions between parties for the provision of Goods or Services (Professional or General) and includes Construction Service Agreements, General Service Agreements, Professional Service Agreements, and Purchase Orders.
- (g) **“Contractor”** means an individual, firm, or entity that provides Public Works Construction services or General Services.
- (h) **“Cooperative Purchasing”** means any procurement conducted on behalf of two or more public agencies in order to obtain the benefit of volume purchasing and/or reduction in administrative expenses.



- (i) **“Formal Competitive Solicitation”** means a written request for a Bid, Proposal, or Quotation in accordance with written terms and conditions included in the request.
- (j) **“General Services”** means services provided by a Contractor that are not Public Works Construction and include, but are not limited to, trade, janitorial, maintenance, and operating activities.
- (k) **“General Services Agreement (GSA)”** means a written agreement for the provision of General Services by Contractors and includes but is not limited to Maintenance Service Agreements and Security Agreements.
- (l) **“Goods”** means all types of tangible personal property including materials, supplies, and equipment.
- (m) **“Informal Competitive Solicitation”** means a written request for a Bid, Proposal, or Quotation in accordance with written terms and conditions included in the request.
- (n) **“Managers”** means a person who oversees the functioning of a District department and the Executive Strategist. Manager does not include Project Managers in the Engineering Department.
- (o) **“Material Change”** means a change to essential terms in a Contract including, but not limited to, monetary consideration, scope of services, insurance and indemnity obligations, and assignment.
- (p) **“Notice to Proceed”** means a document authorizing discrete Services or Construction under a PSA or GSA.
- (q) **“Professional Services”** means services provided by any specifically trained or experienced person, firm, or corporation specializing in financial, economic, accounting, engineering, environmental, information technology, legal, architectural, public relations, right-of-way, or other specialized disciplines. Services may include the provision of a report, study, plan, design, specification, document, program, advice, recommendation, analysis, review, opinion, inspection, investigation, audit, brokering, presentation, or representation of the District before or in dealings with another party.
- (r) **“Professional Services Agreement (PSA)”** means a written agreement for the provision of Professional Services by a Consultant.
- (s) **“Proposal”** means a formal plan submitted by a Consultant that addresses the District's specifications, conditions, and other requirements. A Proposal may be provided in response to a Request for Proposal (RFP) or informal

request by the District.

- (t) **“Proposer”** means a Consultant that submits a Proposal.
- (u) **“Public Works Construction”** means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (v) **“Purchase Order (PO)”** means a document issued by the District to a Consultant, Contractor, or Supplier for Goods and Services and indicates the description of work, and/or types, quantities, delivery requirements, and agreed prices for Services or Goods to be provided to the District.
- (w) **“Quotation (Quote)”** means a document setting out the cost for Goods or Services.
- (x) **“Request for Proposal (RFP)”** means a written request for the submission of a Proposal in accordance with specifications, conditions, and other requirements included in the request.
- (y) **“Request for Qualifications (RFQ)”** means a request for Consultants or Contractors to submit their qualifications to qualify them for a specific project or professional service.
- (z) **“Service(s)”** means the labor, intellectual property, or other work product provided by a Contractor or Consultant that is not tangible personal property.
- (aa) **“Supplier”** means a provider of Goods.

## **10.2 PROCUREMENT FOR PUBLIC WORKS CONSTRUCTION PROJECTS**

### **10.2.1 BIDDING AND DOCUMENTATION FOR PUBLIC WORKS CONSTRUCTION SERVICES**

The procurement of services for Public Works Construction projects shall be governed by the provisions of the California Public Contract Code. The District may procure services for Public Works Construction projects as authorized below:

- (a) Any procurement up to and including \$4,999:
  - (1) No bid solicitation process is required.
  - (2) No Purchase Order is required.

- (3) A Construction Services Agreement is required for the procurement of Services.
- (b) Any procurement over \$4,999 and up to and including \$34,999:
- (1) Requires an Informal Competitive Solicitation process with at least two competitive price Quotations. If two Quotes cannot be obtained, documentation shall be provided demonstrating that two or more Quotes have been solicited and supporting the finding that two Quotes cannot be obtained; and
  - (2) Requires a Purchase Order or Contract executed by an Employee with proper authorization as set forth herein in the section entitled "Approval and Signatory Authority."
- (c) Any procurement over \$34,999 is subject to the competitive bidding requirements under California Public Contract Code §20642 et seq., as applicable, and the following:
- (1) The following Formal Competitive Solicitation process:
    - (i) A call for public Bids shall be made by the Board of Directors.
    - (ii) At least one Bid solicitation notice (and more than one if so directed by the Board) shall be advertised in a local newspaper of general circulation or through a designated e-procurement platform utilized by the District.
    - (iii) Sealed bids will be publicly opened at a pre-determined date, time, and location.
    - (iv) Purchase Order or Contract will be awarded to the lowest responsive and responsible Bidder, except that the District always reserves the right to reject all bids.
    - (v) Consideration shall be given not only to the bid price, but also to the general competency of the Contractor for the performance of the work. A Contractor must submit information demonstrating that it is competent to manage the proposed project and carry it forward to a successful conclusion, has professional integrity and honesty of purpose, and has sufficient financial resources to complete the project.

- (vi) Contracts shall not be awarded to any Contractor listed by the California Labor Commissioner as ineligible to bid, work on, or be awarded a public works project.
- (2) Requires a Purchase Order or Contract executed by an Employee with proper authorization as set forth in the section entitled "Approval and Signatory Authority."
- (d) Material Changes to a Contract require authorization under a Change Order. Approval and execution are subject to the thresholds established in the section entitled "Approval and Signatory Authority".
- (e) Expenditures shall not be broken down or divided into sub-groups for purposes of avoiding the above guidelines.

**10.2.2 BIDDING AND DOCUMENTATION FOR PROCUREMENT OR LEASING OF GOODS**

The District may procure or lease Goods as authorized below:

- (a) Any procurement up to and including \$4,999:
  - (1) No Bid solicitation process is required; and
  - (2) No Purchase Order is required.
- (b) Any procurement over \$4,999 and up to and including \$49,999:
  - (1) Requires an Informal Competitive Solicitation process with at least two competitive price Quotations. If two Quotes cannot be obtained, documentation shall be provided demonstrating that two or more Quotes have been solicited and supporting the finding that two Quotes cannot be obtained; and
  - (2) Requires a Purchase Order executed by an Employee with proper authorization as set forth herein in the section entitled "Approval and Signatory Authority."
- (c) Any procurement over \$49,999 shall follow the procedures below:
  - (1) The following Formal Competitive Solicitation process:
    - (i) At least one Bid solicitation notice shall be advertised in a local newspaper of general circulation or through a

designated e-procurement platform utilized by the District.

- (ii) Sealed Bids will be publicly opened at a pre-determined date, time, and location.
  - (iii) Purchase Orders will be awarded to the lowest responsive bidder, except that the District always reserves the right to reject all bids.
- (2) Requires a Purchase Order executed by an Employee with proper authorization as set forth in the section entitled "Approval and Signatory Authority."
- (d) Material Changes to a Contract require authorization. Approval and execution are subject to the thresholds established in the section entitled "Approval and Signatory Authority" and based on the final value of the Contract after the change is incorporated.
- (e) Expenditures shall not be broken down or divided into sub-groups for purposes of avoiding the above guidelines.

### **10.2.3 BIDDING AND DOCUMENTATION FOR PROCUREMENT OF GENERAL SERVICES**

The District may procure General Services as authorized below:

- (a) Any procurement up to and including \$4,999:
  - (1) No Bid solicitation process is required;
  - (2) No Purchase Order is required.
  - (3) General Services Agreement is required
- (b) Any procurement over \$4,999 and up to and including \$49,999:
  - (1) Requires an Informal Competitive Solicitation process with at least two competitive price Quotations. If two Quotes cannot be obtained, documentation shall be provided demonstrating that two or more Quotes have been solicited and supporting the finding that two Quotes cannot be obtained; and
  - (2) Requires a Contract executed by an Employee with proper authorization as set forth herein in the section entitled

“Approval and Signatory Authority.”

(c) Any procurement over \$49,999 shall follow the procedures below:

(1) The following Formal Competitive Solicitation process:

(i) At least one Bid solicitation notice shall be advertised in a local newspaper of general circulation or through a designated e-procurement platform utilized by the District.

(ii) Sealed bids will be publicly opened at a pre-determined date, time, and location.

(iii) Contracts will be awarded to the lowest responsive and responsible bidder, except that the District always reserves the right to reject all bids.

(2) Requires a Contract executed by an Employee with proper authorization as set forth in the section entitled “Approval and Signatory Authority.”

(d) Material Changes to a Contract require authorization. Approval and execution are subject to the thresholds established in the section entitled “Approval and Signatory Authority” and based on the final value of the Contract after the change is incorporated.

(e) Expenditures shall not be broken down or divided into sub-groups for purposes of avoiding the above guidelines.

**10.2.4 EXCEPTIONS TO COMPETITIVE PROCUREMENT REQUIREMENTS**

(a) The following procurements are exempt from the competitive solicitation process: books, periodicals, advertising, seminars, conferences, travel, subscriptions, postage, utilities, bank charges, memberships, permits, and land.

(b) The competitive solicitation process is waived for procurements where the required Good or Service is available from only one viable source (Good or Service provider). Negotiations shall be conducted with the provider of the Good or Service to achieve the most favorable pricing terms of sale.

- (c) Competitive solicitation may be performed through cooperative procurement processes as set forth in the Public Contract Code sections 10298 and 10299.
- (d) The competitive solicitation process is not required when materials or services are necessary to respond to an emergency in accordance with Public Contract Code Section 20645 and the requirements of Section 22050 of the California Public Contract Code.
- (e) Competitive solicitation is not required for construction or maintenance work costing less than \$35,000 when it is not possible to clearly define the work scope in advance.

### **10.3 PROCUREMENT OF PROFESSIONAL SERVICES**

- (a) Professional services contracts shall be entered into with Consultants demonstrating expertise and experience in the type of work to be performed and a proven history of high-quality work. Contracts will typically be for a “not-to-exceed” fee associated with a particular scope of work. Work for which it is not possible to define a scope in advance may be performed on a time-and-materials basis.
- (b) If it is in the best interest of the District, and at the full discretion of the General Manager and/or responsible department Manager, a Request for Proposal (RFP) or Request for Qualifications (RFQ) may be used to solicit proposals or qualifications from consultants.
- (c) The following criteria shall be used to qualify candidates for Professional Services:
  - (1) Specialized experience and technical competence of the proposer and its personnel considering the type of services required and the complexity of the project.
  - (2) The Consultant's familiarity with types of problems applicable to the project.
  - (3) Past record of performance on projects with the District, other governmental agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, and ability to meet schedules.
  - (4) The Consultant's capacity to perform the work (including any specialized services) within the time limitations and with proposed staff, considering the firm's current and planned workload.
  - (5) The Consultant's level of financial responsibility.
  - (6) Fee proposal for the proposed services.

- (7) Other key factors as appropriate for the type of service.

## 10.4 APPROVAL AND SIGNATORY AUTHORITY

- (a) In accordance with Ordinance No. 18, the General Manager has the authority to approve the following procurement-related contracts. All procurement contracts not listed below must be approved by the Board of Directors.
  - (1) Professional services contracts that are paid for on a time and materials basis and where the estimated value of the services does not exceed \$100,000 in any fiscal year, or that are paid for at a fixed scope and fee where the contracted fee does not exceed \$100,000;
  - (2) Public Works Construction contracts in amounts less than \$35,000;
  - (3) Materials procurement contracts in amounts less than \$100,000;
  - (4) Contracts for procurement of utility service such as electricity, telephone, natural gas, sewer, and water;
  - (5) All construction change orders in which each individual change to the work is both less than \$100,000 and less than 25% of the original construction contract amount; and
  - (6) All contracts of insurance including, without limitation, insurance policies and endorsements for general liability, workers' compensation, automobile, and health benefits for employees of the District;
  - (7) Contracts necessary to respond to an emergency in accordance with the requirements of Section 22050 of the California Public Contract Code.
- (b) The following Employees have the authority to make purchases and sign purchase orders, contracts, and notice-to-proceed letters up to the limits shown in the following table.

|  |          |
|--|----------|
| Deputy General Manager   | \$49,999 |
| Managers and Assistant Managers  | \$34,999 |
| Operations and Maintenance Supervisors, Project Managers, Facilities Coordinator, and Clerk of the Board | \$4,999  |



- (c) The following Employees have the authority to sign construction change orders in which each individual change to the work is within the limits shown in the following table and is less than 25% of the original construction contract amount.

|                        |          |
|------------------------|----------|
| Deputy General Manager | \$49,999 |
| Manager of Engineering | \$34,999 |
| Project Managers       | \$4,999  |

- (d) All Contracts that exceed the authority listed Section 4(a) must be approved by the Board.
- (e) Expenditures shall not be broken down or divided into sub-groups for purposes of avoiding the above guidelines.

## 10.5 DISBURSEMENT OF FUNDS

All checks, wires and ACH transfers will be disbursed in a timely manner after approval by the General Manager or their designee. A monthly post-listing of payments including wires, ACH transfers, and checks, showing the payee, purpose, payment date, amount, the check number, and invoice number, shall be reviewed by the Treasurer and presented to Board of Directors at a public meeting.

## 10.6 CODE OF CONDUCT

- (a) No Director or Employee shall participate in the selection, award, or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when the Employee or Board member, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.
- (b) Directors and Employees will neither solicit nor accept gratuities, favors, or anything of value from contractors or consultants or potential contractors or consultants who might in any way benefit from a decision made or action taken by that Board member or Employee in the course of his or her duties.

## 10.7 PETTY CASH FUND

A petty cash fund of no more than \$1,400 shall be maintained in the Finance Department vault for the purpose of providing ready cash for small expenditures. Petty cash shall be disbursed in accordance with the District’s procedure for expense reimbursements. Petty cash requests should be limited to less than \$100. The Manager of Finance, Deputy General Manager, or General Manager can authorize

expenditure reimbursements above \$100. The petty cash fund will be reconciled and replenished on a monthly basis.

## 10.8 CREDIT CARDS

- (a) The District may acquire credit cards for use by Employees. The Manager of Finance will maintain a written log of credit cards. Employees who have credit cards will sign for these cards and be responsible for them.
- (b) Credit cards may be used to charge necessary supplies, equipment, services and authorized travel, food and lodging for the person in possession of the credit card and any/or another District Employee or Board Member.
- (c) Credit cards may not be used for personal benefit or non-District purposes.
- (d) Receipts for all credit card expenditures must be submitted to the Finance Department monthly with the credit card statement, including any documentation stating the purpose of the expenditure. For meals, documentation should include the purpose of the meal and the names and affiliations of the people present.
- (e) The following table sets the maximum limits on credits cards assigned to specific Employees and that may only be used by the designated Employee. Issuance of credit cards is subject to the approval of the General Manager on a case-by-case basis. All of these are general purpose cards such as VISA or American Express:

| <b>Employee</b>  | <b>Maximum Limit</b> |
|--|----------------------|
| General Manager, Deputy General Manager, Managers, Assistant Managers, and the General Services Supervisor | \$10,000             |

- (f) The following table sets forth the limits on credit cards for general use by Employees. Issuance of credit cards is subject to the approval of the General Manager on a case-by-case basis. These cards may only be used with the approval of the “Responsible Employee” as designated below and that Responsible Employee is also responsible for collecting receipts.

| Type of credit card  | Limit    | Responsible Employee        |
|--|----------|-----------------------------|
| General purpose card(s) for travel, meetings, and miscellaneous supplies | \$25,000 | Clerk of the Board          |
| Card for a home improvement store  | \$5,000  | General Services Supervisor |

- (g) All invoices for general purpose credit cards shall be reviewed and approved by the General Manager. All invoices for credits cards from a home improvement store shall be reviewed and approved by a Manager and must comply with the procurement guidelines established above. In addition, the General Manager’s credit card shall be reviewed and approved by the Board Treasurer, or in the absence of the Board Treasurer, by the Board President. Board approvals may be obtained by email.

**10.9 NO COMMITMENT OF FUNDS FOR NON-DISTRICT PURPOSES**

Neither Directors nor Employees shall obligate or commit District funds for the purchase of goods or services for personal or non-District related use, even if the Board Member or Employee reimburses the District for the incurred cost.

**10.10 PREVAILING WAGES**

All entities that contract with the District are required to comply with the provisions of the California Labor Code, including those relating to the payment of prevailing wage rates.

**10.11 GRANT COMPLIANCE**

For procurements involving state or federal grant funding, all grant-required procedures shall be implemented and all grant-required language will be incorporated into bid documents, professional services agreements, equipment supply contacts, and construction contracts as needed.

## **PART 11 - SIGNING AUTHORITY**

The authority to enter into and sign contracts and instruments for and on behalf of the District is delegated as provided in Ordinance No. 18 adopted by the District, as may be amended from time to time by the Board. The express authority delegated thereunder shall not restrict or otherwise limit the general authority of the Board to bind the District by contract or instrument as provided under applicable law, including, without limitation California Water Code Section 71300.

## **PART 12 - PERSONNEL MATTERS**

### **12.1 EMPLOYEE HANDBOOK**

The District's employment policies and procedures, including, without limitation, a description of certain Employee benefits and plans maintained by the District, are described in the District's Employee Handbook. Every Employee of the District shall be provided with electronic access to the most recent version of the Employee Handbook. Subject to applicable law, and any limitations contained in this Code, or any ordinance or resolution adopted by the Board, the Employee Handbook may be modified or amended from time to time by the General Manager.

### **12.2 EQUAL OPPORTUNITY EMPLOYER**

The District is an equal opportunity employer. The District does not discriminate against qualified Employees or applicants because of race, color, religion, sex, sexual preference, sexual identity, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, military status, marital status, religion, exercise of reproductive rights, status as a cannabis user off-duty and away from the job, or any other characteristic protected by federal or state law or local ordinance.

### **12.3 HIRING AUTHORITY**

The General Manager has the authority to employ, terminate, assign duties to, and direct the day-to-day activities of District Employees, except that the Board retains the authority to employ, terminate, and assign duties to the General Manager and District Counsel.

- (a) The General Manager has the authority to establish Employee job classifications and descriptions, subject to periodic review of overall personnel utilization by the Board.
- (b) To ensure fair and impartial Employee selection, supervision, promotion, and evaluation, the District reserves the right to reasonably regulate the employment of relatives in the same department or in the same chain of command. The General Manager reserves the right to approve in advance the hiring, promotion, or transfer of any person who is a relative of a current Employee and would work in the same department or within the chain of command of that Employee. If the General Manager determines that the marital or familial relationship between Employees creates difficulties for supervision, security, safety, or morale, the person shall not be hired, promoted, or transferred.

- (c) For purposes of this Section 12.3, a “relative” includes any of the following:
- (1) spouse;
  - (2) domestic partner;
  - (3) brother, step-brother, brother-in-law;
  - (4) sister, step-sister, sister-in-law;
  - (5) parents, step-parents, parents-in-law;
  - (6) children, step-children, son-in-law, daughter-in-law;
  - (7) any other member of the Employee’s household.

## **12.4 EMPLOYEE CLASSIFICATION, COMPENSATION, AND NON-ELECTIVE BENEFITS**

### **12.4.1 EMPLOYEE CLASSIFICATIONS AND DEFINITIONS**

The District classifies Employees as follows:

**“Temporary”:** Temporary Employees are Employees hired on a temporary basis and paid on an hourly basis. Temporary Employees are not eligible for Employee benefits beyond the statutory benefits required by law. Examples of Temporary Employees include student interns, seasonal and summer Employees, and persons needed to fill-in for a temporary (i.e., less than six months) staffing need.

**“Hourly”:** Hourly Employees are Employees who are not Temporary Employees and are scheduled to work less than 40 hours per week. Hourly Employees are not eligible for Employee benefits beyond the statutory benefits required by law, except that they receive pay for Holidays as set forth herein.

**“Regular”:** Regular Employees are Employees scheduled to work an average of 40 hours per week on a continuing, indefinite basis. Regular Employees are entitled to the benefits as set forth herein, subject to eligibility under the applicable plan and applicable law.

**“Operators:”** Employees assigned 1) on a permanent to work in the Operations Division, and 2) to work regular shifts exceeding eight hours.

**“Exempt and Non-Exempt”:** All employees are non-exempt under the federal Fair Labor Standards Act (“FLSA”), including Project Managers in the Engineering department. Pursuant to the FLSA, Managerial employees, including the General Manager, Deputy General Manager, Executive Strategist, Managers, and Assistant Managers shall be paid on a salary basis and not accrue overtime.

**“Workweek”:** A workweek is a fixed and regularly recurring period of 168 hours consisting of seven consecutive 24-hour periods.

- (a) 5/40 Alternative Work Schedule - A 5/40 work schedule shall consist of five 8-hour days equaling 40 hours per workweek, with the workweek defined as beginning at 12:00 a.m. on Saturday and ending at midnight the following Friday.
- (b) 9/80 Alternate Work Schedule - The 9/80 work schedule is defined as beginning exactly 4 hours into the 8-hour shift on the day of the week that corresponds with the employee’s alternating regular flex day off.

Example: Friday On/Off:

| Wk | F | Sa | S | M | T | W | Th | F | Total |
|----|---|----|---|---|---|---|----|---|-------|
| 1  | 0 | 0  | 0 | 9 | 9 | 9 | 9  | 4 | = 40  |
| 2  | 4 | 0  | 0 | 9 | 9 | 9 | 9  | 0 | = 40  |

- (c) 4/10 Standard Work Schedule - A 4/10 work schedule shall consist of four 10-hour days equaling 40 hours per workweek and is defined as beginning at 12:00 a.m. on Saturday and ending at midnight the following Friday.
- (d) The Operators workweek begins at 12:00 a.m. on Monday and ends at midnight the following Sunday.
- (e) The General Manager, or designated representative(s), shall be empowered to arrange work schedules in alternate time distributions provided that such alternate distributions are in the best interests of the District. All employees of the District are subject to call for emergencies that are inherent in the District's responsibilities.

**“Regularly Scheduled Workdays”** are Monday through Friday except as follows:

- (a) A supervisor may assign an Employee to work on Saturday and/or Sunday as regularly scheduled workdays if the

Employee is allowed to take off an equivalent number of days from Monday to Friday. This action requires the Employee to work 40 hours within the defined 7-day workweek.

- (b) For Operators assigned to a 12-hour day or night shift, “Regularly Scheduled Workdays” are those days on which the Employee is assigned to work, as listed on the published monthly schedule.
- (c) For all employees except Operators, start and stop times may be changed by a supervisor with 12 hours’ notice in order to meet District needs. Regular pay will apply to the hours worked and any overtime will be calculated as described in 12.4.2.1 Overtime.

**“Workday”:** A workday, for purposes of overtime calculation, begins at the start of the Employee's regularly scheduled shift and ends 24 hours later.

## **12.4.2 EMPLOYEE COMPENSATION**

- (a) Salary ranges for positions will be adopted by the Board (“Salary Schedule”). Any changes to the Salary Schedule must be approved in advance by the Board.
- (b) In December or January of each year, the General Manager shall recommend to the Board a percentage cost-of-living adjustment (COLA) based on the Federal Consumer Price Index Report for the 12-month period ending in November for the urban area in closest proximity to the District. Any COLA approved by the Board shall become effective January 1 and apply to salaries, tuition reimbursement amounts, special duty incentive pay, and daily standby pay. The COLA does not apply to the salary of the General Manager.
- (c) Each Employee’s salary is subject to adjustment in accordance with their assigned salary increment in the range assigned to their position. At no time may an Employee’s salary exceed the ranges established for their position in the Salary Schedule unless working out of class.

### **12.4.2.1 OVERTIME**

The District will voluntarily pay daily overtime to certain non-exempt Employees as follows:

- (a) For Temporary, Hourly, and Regular Employees, overtime shall



be paid to all nonexempt Employees at a rate equivalent to 1 1/2 times the hourly rate for work in excess of their regularly scheduled work shift, but less than 12 hours, in any one day. Overtime shall be paid to all non-exempt Employees at a rate equivalent to two times the hourly rate for work in excess of 12 hours in any day. Overtime of time and one-half will be paid for all hours worked up to eight on any day which is not one of the Regularly Scheduled Workdays. In addition, double-time will be paid for all hours worked in excess of eight hours on any day that is not one of the Regularly Scheduled Workdays.

- (b) Double-time is paid for all hours worked over 12 in a Regularly Scheduled Workday.
- (c) For Temporary, Hourly, and Regular Employees, in instances when approved work hours are continuous into the next workday, the calculation for overtime or double-time will continue to the advantage of the Employee.
- (d) For Operations, overtime will be paid only when the number of hours paid at the regular rate exceeds 40 in a workweek. Double-time will be paid when the Operator works in excess of 12 hours in one shift.
- (e) No Employee will be paid both daily and weekly (or pay period) overtime for the same overtime hours worked.
- (f) Overtime compensation shall not be included in calculating the Employee's regular rate of pay.

#### **12.4.2.2 COMPENSATORY TIME OFF**

Compensatory time off ("Comp Time") for non-exempt Employees is allowed in lieu of a cash payment for overtime work as long as it is provided or paid at a rate no less than one and one-half hours for each overtime hour worked.

- (a) Employees may not accrue combined Comp Time and annual leave in excess of the amounts set forth in the section of this Code entitled "Annual Leave."

- (b) An Employee who has reached the maximum accrual amount will be paid overtime compensation for any additional overtime work at the applicable overtime rate when it is incurred.
- (c) Upon termination of employment, Employees shall be entitled to cash payment for unused Comp Time credit accumulated prior to the separation date.
- (d) Exempt Employees do not accrue Comp Time for overtime worked. To calculate sick or Annual Leave time used by an Exempt Employee, the sick time and/or Annual Leave time used will be the difference between total hours in a pay period and total hours worked in that pay period.

### **12.4.2.3 HOLIDAY PAY**

The District shall pay holiday pay for District Holidays (as defined in this Code) as follows:

- (a) Regular Employees who do not work on the District Holiday will receive regular pay for their regularly scheduled work hours. Regular Employees who work on the District Holiday will be paid at the applicable overtime rate for any hours worked up to eight and double-time for hours more than eight hours worked on the District Holiday.
- (b) Hourly Employees who do not work on the District Holiday will receive four hours of regular pay. Hourly Employees who work on the District Holiday will be paid at the applicable overtime rate.
- (c) Operators who do not work on the District Holiday will receive eight hours of regular pay. Operators who work on the District Holiday will receive 8 hours of regular pay for the District Holiday and be paid at the applicable overtime rate.
- (d) Temporary Employees who do not work on the District Holiday will not receive any pay for that District Holiday. Temporary Employees who work on a District Holiday shall be paid their regular rate of pay.
- (e) When a holiday falls on a weekend and the day off is scheduled for a Friday or Monday, an Employee will receive pay for one but not both days as described above.

#### **12.4.2.4 STANDBY STATUS**

The Manager of Operations and Maintenance may assign any Employee standby status outside of his or her regular duty schedule. Standby status does not restrict the Employee other than to require Employee to respond by telephone to a telephone/beeper notice within 20 minutes and to arrive at the site of the emergency within one hour of the original time notified. Employees will receive a per diem payment for each day they are assigned on-call duty.

#### **12.4.2.5 CALL-BACK PAY**

Employees may occasionally be requested to dispatch to a District facility before or after their regularly scheduled hours. The responding Employee will receive a minimum of two hours of overtime pay each time the Employee is dispatched. The Employee's call-back paid time begins when he or she leaves home to perform the work or logs into the District servers if doing the work remotely and the paid time stops when he/she returns home or logs out of the District's servers, excluding any time for personal errands. For call-backs that flow continuously into a regularly scheduled shift, the call-back is measured from the time the Employee leaves home until the time his or her regular shift begins. All time worked as part of a call-back period will be paid at the overtime rate unless, with supervisor approval, the Employee uses the call-out hours to complete his or her Regularly Scheduled Workday.

#### **12.4.2.6 SHIFT DIFFERENTIAL PAY**

Shift differential pay will be calculated on the Employee's Hourly Rate and only in increments of 15 minutes. Shift differential pay will apply only to pay (not benefits) for actual hours worked and will not apply to the use of earned compensatory time, leave, or holidays not worked.

- (a) For Operators, in addition to his or her regular compensation, an Employee will be entitled to receive a shift differential payment of ten percent of the Employee's regular rate of pay if (1) they work between the hours of 7 p.m. and 7 a.m. (2) the hours worked were requested by a supervisor or manager and not by the Employee or for the Employee's convenience.

- (b) For all other staff, in addition to his or her regular compensation, an Employee will be entitled to receive a shift differential payment of ten percent of the Employee's regular rate of pay if (1) they work between the hours of 7 p.m. and 6:30 a.m. (2) the hours worked were requested by a supervisor or manager and not by the Employee or for the Employee's convenience.

#### **12.4.2.7 DISCRETIONARY BONUS**

- (a) The General Manager has the sole discretion to approve or disapprove a discretionary, performance-based bonus of up to 3% of an Employee's total compensation during the year preceding his or her annual performance review. Total compensation is calculated as all District paid regular pay, overtime pay, and shift differential pay for the employee's position. An Employee is only eligible for a bonus after he or she has attained the highest proficiency level at his or her position on the Salary Schedule.
- (b) At the Employee's request and subject to accrual limits described herein, the bonus may be converted to Annual Leave. The conversion shall be calculated at the Employee's current salary rate, that is, the amount an Employee is paid for one hour of work shall be converted to one hour of Annual Leave.

#### **12.4.2.8 SPECIAL DUTY INCENTIVE PAY**

Employees assigned to serve on the Hazardous Materials Team are eligible to receive special duty incentive pay at the time of their annual performance review. If the Employee served in this capacity for less than 12 months prior to their review, the incentive pay will be prorated for the time the employee was assigned. Selection for these assignments must be voluntary, a vacancy must exist, and the Employee must be approved by the General Manager.

#### **12.4.2.9 TEMPORARY PROMOTION**

For the purposes of this Section, a temporary promotion is the full-time performance of most of the significant duties of a position in one classification by an individual in a lower classification. The temporary promotion will be reflected in the Employee's annual performance evaluation.

An Employee who is temporarily promoted for a period of at least 3 weeks shall receive additional pay equal to a three-step salary increase or an 8.25% salary increase, whichever is higher, not to exceed the salary range maximum of the higher classification. With the exception of medical leave, a position shall not be filled by a temporary promotion for more than 12 months, except by mutual agreement of the parties.

### **12.4.3 RETIREMENT BENEFITS**

- (a) The Board has approved retirement benefits by contract with CalPERS.
  - (1) For Employees who were hired prior to January 1, 2013 or employees hired after January 1, 2013 who qualify under the CalPERS definition of a “Classic” employee, the contract provides a benefit of 2% of salary at age 55 with the final average compensation period of 36 months.
  - (2) For Employees who were hired after January 1, 2013 and do not qualify under the CalPERS definition of a “Classic” employee, the contract provides a benefit of 2% of salary at age 62 with the final average compensation period of 36 months.
- (b) Where the law allows, the District provides that the normal member contributions are paid by the District to CalPERS on behalf of the Employee. These contributions are reported as additional compensation under the provisions of the Government Code Section 20691.
- (c) If an employee gives his or her Supervisor or Manager written notice of their intent to retire more than six months from the planned retirement date, he or she shall be entitled to a bonus of \$1,000 payable in their final paycheck. To qualify for the incentive, the employee must separate from the District on the date specified in the written notice of retirement.
- (d) Retirement benefits are subject to laws governing the CalPERS system.

### **12.5 ELECTIVE BENEFITS**

Elective benefits apply only to Regular Employees. Where “Employee” or “Employees” are referenced in this section, it shall mean “Regular Employee” or “Regular Employees.”

Notwithstanding anything to the contrary provided herein, the Board, in its discretion, may change, modify, or discontinue altogether one or all of the elective benefits described herein or otherwise provided by the District.

## **12.5.1 MEDICAL PLANS**

### **12.5.1.1 GENERAL**

The District will maintain membership in at least one group health plan (hereinafter "group plan"), as selected and approved from time-to-time by the Board. Each eligible Employee may participate in a group plan upon completion of the minimum amount of service established by the group plan.

### **12.5.1.2 DEFINITIONS**

For the purposes of Section 12.5.1:

**"CalPERS"** means California Public Employees Retirement System.

**"Eligible Member"** or **"Member"** means a Regular Employee, retired Employee, and their dependents. It may also include present and past Board Members within the limits of prevailing law.

**"Dependent"** means the spouse or registered domestic partner and all dependent children eligible for coverage under the group plan.

**"Hourly Rate"** means the Employee's annual salary divided by 2,080 hours.

**"Retiree"** means an Eligible Member at least fifty years of age who has met the eligibility requirements of the District's retirement system, has applied for CalPERS retirement payments to begin at the time that they left employment at the District, and is receiving or is eligible to receive a retirement stipend.

**"Level of Enrollment"** means the appropriate level of health insurance coverage: single-party, two-party, or family.

**"Style of Coverage"** refers to the type of coverage either Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO).

### **12.5.1.3 MEDICAL BENEFITS FOR ACTIVE EMPLOYEES**

It is the intent of the District to ensure that medical benefits are available to all Eligible Members. To that end, the following guidelines are provided:

- (a) For Employees, the District will pay the full cost of medical insurance premiums of health plans available to the District through CalPERS. The coverage will include the Employee and all dependents allowed by the CalPERS Health Benefit program. Employees may change the Level of Enrollment and Style of Coverage as allowed by the enrollment rules published by CalPERS.

### **12.5.1.4 MEDICAL BENEFITS FOR RETIRED EMPLOYEES**

The District provides the following medical benefits for Retirees:

- (a) Continuing medical insurance coverage after retirement for Employees and their dependents is subject to the laws governing the CalPERS medical program. Employees must meet the requirements established by CalPERS to be eligible to receive this coverage under the District's health insurance plan.
- (b) Regardless of date of hire, if a Retiree or his or her dependent chooses to participate in the District's CalPERS medical insurance coverage and such Retiree or dependent is qualified to do so, the District pays the Minimum Employer Contribution as defined in Section 22892 of the Public Employee Medical and Hospital Care Act directly to CalPERS. It is the responsibility of the Retiree or dependent to pay CalPERS directly for the remainder of the cost of the medical insurance.
- (c) Coverage for Retirees is subject to the following added condition: when a Retiree attains Medicare eligible age, they must enroll in and retain both Parts A and B of Medicare in order to continue coverage in a Medicare Supplement group plan offered by a District-authorized carrier.
- (d) If a Retiree or his or her dependents choose to participate in the District's CalPERS health insurance coverage and are qualified to do so, the District will reimburse them for the cost of health insurance as follows.

- (1) For Retirees hired as Employees by the District before July 1, 1995 who have worked at the District for five contiguous years, the District will reimburse them for the total cost of health insurance premiums for the Retiree and any qualified dependents. Upon the death of the Employee, the District will continue to reimburse the Employee's dependents for their health care premiums as long as they are allowed to remain insured under CalPERS rules and regulations.
  - (2) For Retirees hired as Employees by the District on or after July 1, 1995 and before January 1, 2013 who have worked at the District for 12 contiguous years, the District will reimburse them for the total cost of the health insurance premium for the Retiree only (no dependents). Upon the death of the Employee, the District will continue to pay the current CalPERS health insurance plan Minimum Employer Contribution for the Employee's dependents as long as they are allowed to remain insured under CalPERS rules and regulations.
  - (3) For Retirees hired as Employees by the District on or after January 1, 2013, the District will provide no direct reimbursement for the cost of health insurance. The District will only be responsible for the CalPERS health insurance plan Minimum Employer Contribution. Upon the death of the Employee, the District will continue to pay the current CalPERS health insurance plan Minimum Employer Contribution for the Employee's dependents as long as they are allowed to remain insured under CalPERS rules and regulations.
- (e) Employees hired on or after January 1, 2013 shall participate in a Health Savings Account Plan (HSA) designed to provide reimbursement of Qualified Medical Expenses upon retirement. "Qualified Medical Expenses" are those expenses authorized under the provisions of Section 213(d) of the Internal Revenue Service Tax Code.
- (1) The District's monthly contribution to an Employee's HSA plan will be revised annually on January 1<sup>st</sup> and will be based on the following calculation:



*50% of the then-current maximum monthly premium for a single party HMO or PPO available from CalPERS*

*Minus*

*the then-current CalPERS health insurance plan Minimum Employer Contribution.*

- (2) Employees shall be fully vested for all District contributions made on their behalf after one year of employment at the District. If an Employee works for the District for less than one year, the funds in his or her HSA Plan shall revert to the District.

### **12.5.2 DENTAL AND VISION PLANS**

The District will maintain membership in a group dental and vision plan, as selected and approved by the Board, subject to the following:

- (a) For Employees, the District will pay the full cost of dental and vision insurance. The coverage will include the Employee and all dependents allowed by the insurance plan.
- (b) Each Eligible Member may participate in these plans upon completion of the minimum amount of service established by the group plan.
- (c) The District does not pay for either dental or vision benefits for any Retiree. Retirees are eligible under the provisions established through Consolidated Omnibus Budget Reconciliation Act (COBRA) to continue their coverage.

### **12.5.3 DEFERRED COMPENSATION PLAN**

Employees of the District may defer portions of their compensation pursuant to the provisions of Section 457 of the Internal Revenue Code. Deferred compensation plans shall be approved by the Board by resolution or contract.

#### **12.5.4 FLEXIBLE SPENDING ACCOUNTS**

Employees may annually contribute to flexible spending accounts (IRS 125 Plan) maintained by the District. An Employee may contribute the maximum allowed by law in any plan year to a “Dependent Daycare Account” and/or an “Unreimbursed Medical Expense Account.” Flexible spending accounts are subject to the provisions of prevailing tax law regarding limitations, administration and disbursements.

#### **12.5.5 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

To help maintain the well-being of its Employees, the District has established an Employee Assistance Program (EAP) that provides assessment and referral when problems of a personal nature affect the Employee’s life and work. Participation in the Program shall be confidential and shall not be grounds for discipline.

#### **12.5.6 LIFE INSURANCE PROGRAM**

The District provides each Employee with limited Life Insurance and Accidental Death and Dismemberment Coverage in the amount of \$100,000. This coverage is provided at no cost to the Employee. This coverage amount may be reduced after Employees reach a certain age due to limitations in the insurance policy. Additionally, Employees have the option to, at their own expense, purchase additional insurance for themselves and their dependents.

#### **12.5.7 HOLIDAY TIME**

- (a) Employees are entitled to leave of absence without loss of pay on the following designated holidays (“District Holidays”): January 1<sup>st</sup>; Martin Luther King, Jr.’s Birthday; President’s Day; Memorial Day; July 4<sup>th</sup>; Labor Day; Veteran’s Day; Thanksgiving Day; the day following Thanksgiving Day; and December 25<sup>th</sup>.
- (b) If a District Holiday falls on Sunday, the following Monday is a holiday. If a holiday falls on Saturday, the preceding Friday is a holiday.
- (c) If a holiday falls on an employee’s flex day off, the employee will receive 8 hours of Comp Time to be used in accordance with the rules set forth in Section 12.4.2.2 of the Administrative Code.

### **12.5.8 FLOATING TIME OFF**

- (a) Employees shall be credited with 16 hours of floating time off each calendar year. The time will be credited in January each year.
- (b) Floating time off must be used during the calendar year in which it is credited. Unused floating time off will not be carried forward to the next calendar year.
- (c) New Employees are credited with eight hours of floating time off if hired on or after July 1<sup>st</sup> and credited with 16 hours of floating time off if hired before July 1<sup>st</sup>.
- (d) Any accrued but unused floating time off is paid to the Employee upon termination of employment.

### **12.5.9 ANNUAL LEAVE**

- (a) Employees begin to accrue annual leave from the date of hire. Thereafter, for continuous service, annual leave credit shall be earned at the following rates:
  - (1) Employment start through 48 months, 8 hours per month;
  - (2) 49 through 108 months, 10 hours per month;
  - (3) 109 through 168 months, 12 hours per month;
  - (4) 169 through 240 months, 14 hours per month;
  - (5) Over 240 months, 14.66 hours per month.
- (b) To attract experienced candidates for key positions, the General Manager may, for the purposes of calculating annual leave only, credit a new Employee with additional years of employment at the District commensurate with that Employee's relevant work experience.
- (c) Unused leave credit shall be accumulated and carried forward from month-to-month. An Employee may accrue up to 480 hours of annual leave and Comp Time combined. Once an Employee's accrual balance reaches that limit, the Employee will no longer accrue additional leave.
- (d) Twice each year the District will offer Employees an option to convert annual leave and earned Comp Time into a cash payment. In the case of

financial hardship, the conversion may be done at other times with the approval of the General Manager.

- (1) For each hour of time converted, the Employee will receive cash in the amount of his or her current Hourly Rate of pay, less applicable taxes.
- (2) In order to qualify for this conversion, the Employee must:
  - (i) Have taken at least 80 hours of annual leave time and/or Comp Time off during the preceding 12 months, and
  - (ii) Have at least 80 hours of combined annual leave and Comp Time remaining in his or her accrual after the conversion has been completed.

The General Manager can waive these requirements if the employee submits a request to the General Manager in writing outlining why they were not able to meet the requirements.

- (e) Upon termination of employment, Employees shall be entitled to cash payment for unused annual leave credit accumulated prior to the separation date.
- (f) The District reserves the right to deny annual leave time if it would result in a payment beyond the normal salary payment for any pay period.

#### **12.5.10 PAID SICK LEAVE**

- (a) Sick leave for pay credit shall be accumulated at the rate of four hours of leave for each pay period of employment.
- (b) Sick leave credit shall be accumulated and carried forward from month to month.
- (c) If an Employee retires from the District, unused accumulated sick leave may be converted to additional CalPERS service credit based on the guidelines established under the District's CalPERS contract. Unused sick leave is not otherwise compensable.
- (d) There is no limitation on the number of accumulated sick leave hours.

- (e) The purpose of sick leave is to allow an Employee to fill in the hours needed to receive a full salary payment for any pay period. The District reserves the right to deny the payment of sick time if the payment would increase the amount of pay received beyond the normal salary payment for any pay period. "Denial of use" means that the Employees' sick leave account would not be reduced, and the time requested would not be paid.
- (f) Upon termination of employment, Employees are not entitled to cash payment for unused sick leave.
- (g) To aid an Employee when they or a family member has a serious or catastrophic illness or injury, sick leave may be transferred from one or more Employees to the affected Employee, subject to the following conditions:
  - (1) The illness must qualify the receiving Employee for time off in accordance with the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA).
  - (2) Sick leave shall be transferred on an hour for hour basis, and the transferring Employee must have at least 240 hours of sick leave remaining after the transfer has been completed.
  - (3) The transfer may not be made from any Employee to an Employee who signs his or her annual performance reviews.
  - (4) The donation request must be made in writing by the transferring Employee.
  - (5) The donation is subject to the approval of the General Manager and may be denied at his or her sole discretion.

### **12.5.11 DISTRICT HOUSING**

The District may lease District-owned residences at Lake Bard to certain Employees subject to certain duties as specified in the lease.

### **12.5.12 PROFESSIONAL DUES**

The District will pay for the renewal of professional dues for Employees when such dues are related to their fulfillment of duties for the District pursuant to authorization by the General Manager.

### **12.5.13 TUITION REIMBURSEMENT**

To encourage training and professional career advancement, the District may reimburse the costs of tuition, registration, books, and laboratory and parking fees subject to the following terms and conditions.

- (a) Coursework must be related to the Employee's present position with the District or be expected to provide the District with future benefit. Notwithstanding the foregoing, courses not related to the Employee's present position with the District, or which are not expected to provide the District with future benefit, but are required to complete an approved degree, may qualify for reimbursement. Such courses must be approved in advance by the General Manager.
- (b) The maximum rate of reimbursement for tuition costs will be limited to maximum reimbursable amounts per quarter unit or semester unit. The rate of reimbursement is adjusted annually in accordance with the procedure described herein in Code Section 12.4.2(b).
- (c) Coursework is limited to 12 units per quarter or semester, as applicable.
- (d) In order to be eligible for reimbursement, the Employee must successfully complete all coursework for which reimbursement is to be paid with a grade of "C" or better or a passing grade if students are graded only on a "pass or fail" basis.

## **PART 13 - SPONSORSHIP POLICY**

The District intends to participate in, and/or provide funding or in-kind contributions to, eligible organizations and events whose program goals are consistent with that mission. This Policy provides guidance for the District's expenditure of public funds on sponsorship requests and requires consideration of the District's mission, the nature of the proposal, and the District's marketing needs when evaluating any request. The financial management and transparency of any organization receiving a sponsorship are also factors which are evaluated under this Policy to ensure that Calleguas's contributions are being used appropriately.

### **13.1 SPONSORSHIP**

Sponsorship is defined as an agreement or arrangement between the District and a not-for-profit organization, government agency, or an organization hosting a charitable program (where the format involves informing the public about the District), where the organization receives either money or a benefit-in-kind for an event or program. In exchange for such a sponsorship, the District receives publicity or other benefits that further the District's mission. This policy does not apply to memberships, event registrations, or co-funding agreements for water use efficiency projects.

### **13.2 CRITERIA FOR ELIGIBILITY**

The District may approve, at its absolute discretion, a sponsorship request that illustrates the nexus between the requested sponsorship and one or more of the following Criteria for Eligibility:

- (a) Raising public awareness on issues related to the District's mission.
- (b) Building key stakeholder and community relationships to further the District's mission.
- (c) Promoting collaboration with regional partners to further the District's mission.

Examples of sponsorships which may be funded include, but are not limited to, the following:

- (a) Water conferences
- (b) Chamber of commerce events which feature the District or address topics within the mission of the District
- (c) Water-related educational programs

### **13.3 PROCEDURE**

All requests for District sponsorships will be made in writing and submitted to the General Manager's office. Requests may come from staff, Directors, or outside organizations and must contain the following information:

- (a) Name of the person requesting the sponsorship.
- (b) Name of the organization to receive the sponsorship.
- (c) Mission or purpose of the organization.
- (d) Name, e-mail, and phone number of a contact representative for the organization.
- (e) A description of the project, program, or event, and how it fulfills Criteria for Eligibility established by this Policy.
- (f) Contribution amount being requested from the District.

All sponsorship requests must be submitted with adequate time for review and processing.

### **13.4 CERTIFICATION OF ORGANIZATION**

If the total of all sponsorships for a single organization will be \$5,000 or more in any fiscal year, the organization must be certified by the District's Sponsorship Committee. Contributions less than \$5,000 may be approved by the General Manager.

In order to be certified the organization will need to provide:

- (a) Proof of good standing/qualification in California and as a nonprofit recognized by the Internal Revenue Service.
- (b) Financial statements for the three years preceding the request.
- (c) Form 990 tax returns for the three years preceding the request.
- (d) A pro-forma budget for the current year.
- (e) A list of responsible directors and their contact information.
- (f) Such consultant, employment, and contractor agreements for goods and services as may be requested by the District's Sponsorship Committee to support its certification review of items (1) - (5) above. Redaction of personally identifiable information is permitted.

If approved, certification will be required once every three years. The certification process will be performed on an as needed basis to respond to requests, by scheduling a meeting of the Sponsorship Committee. Similarly, the Sponsorship Committee can choose to reconsider certification and decertify an organization at any time in response to a request by a Committee or Board Member.



## 13.5 APPROVAL PROCESS

The District Sponsorship Committee, consisting of two Board members with support from the General Manager and the Manager of Finance, will review sponsorship requests.

Sponsorship requests will be reviewed and approved as follows:

- (a) Sponsorships of \$5,000 or more will be reviewed and approved annually by the Sponsorship Committee and included in the annual budget.
- (b) If required, the Sponsorship Committee will request and review submitted information to determine the certification status of the organization under this Policy.
- (c) Certification, recertification, and decertification can be performed at any time over the course of the fiscal year, as necessitated by requests by organizations requesting sponsorship, Committee Members, and Board Members.
- (d) Contributions less than \$5,000 may be approved by the General Manager.

No matter how worthy the cause, the District is prohibited by the California Constitution from making outright “donations” (i.e., an outright gift, made without any expectation of tangible or other value being returned) of public funds or property to be used strictly for charitable or similar purposes.

## **PART 14 – LEGISLATIVE ADVOCACY**

These Legislative Advocacy Procedures (Procedures) are intended to guide District officials and staff in monitoring legislative proposals that are likely to impact the District, and to allow for a timely response to these issues. Adherence to the Procedures will ensure that legislative advocacy will be administered consistently and in conjunction with the identified Legislative Priorities (“Priorities”) adopted annually by the Board of Directors. Together, the Procedures and the Priorities will provide the District’s General Manager or designee the direction and discretion to effectively advocate for the District’s best interests in a manner consistent with the District’s strategic plan.

### **14.1 PRINCIPLES**

- (a) The Board of Directors recognizes that active engagement in legislative matters will aid and accelerate the implementation of the District’s strategic and long-term goals. Although the expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate is prohibited by California Government Code Section 54964, the expenditure of public funds is allowed to advocate for or against proposed legislation or regulatory actions that will affect the public agency expending the funds under California Government Code Section 53060.5.
- (b) It is the policy of the District to proactively monitor and advocate for legislation and/or proposed regulations identified by the Priorities and at the specific direction of the Board of Directors. This process may involve interaction with local, state, and federal government representatives and entities. The District also encourages participation in regional, state, and national organizational efforts and associations for the purpose of knowledge enhancement, coalition-building, and general elaboration of the District’s Priorities.
- (c) Given the nature of the legislative process, it is critical that District staff be able to take positions on bills in a timely manner. As such, the General Manager or designee is hereby authorized to take positions on issues that fall within Board adopted Priorities.
- (d) If a legislative or regulatory matter arises that staff believes merits the District’s engagement, but the issue does not fall under an existing Priority, the matter shall be brought before the Board’s Public Engagement, Communication, and Legislative Affairs Committee for consideration and guidance. Periodically, it may be beneficial for the full Board to adopt a

position on an issue that may or may not fall under the approved Priorities. Staff will use discretion in selecting these issues for Board consideration.

- (e) Generally, the District will not address matters irrelevant to the District's services, such as social issues or international relations issues.

## **14.2 PROCEDURES**

Staff will track and respond to legislative issues in a timely and consistent manner, utilizing the following process:

- (a) Staff shall review legislation of potential interest to the District and recommend a position to the General Manager or designee based on one or more of the following criteria:
  - (1) The position recommendation is consistent with the adopted Priorities.
  - (2) The position recommendation is approved by the Board of Directors.
  - (3) The position recommendation is approved by the Public Engagement, Communication, and Legislative Affairs Committee.
- (b) After a position approval is received, staff shall recommend an advocacy course of action to the General Manager or designee. Such courses of action may include, but not be limited to, letters, phone calls, testimony at public meetings, and emails. The General Manager or designee shall approve administration by staff of the appropriate form of advocacy based upon circumstances specific to the situation.
- (c) If a chosen course of action involves legislative position letters, the letters shall state the District's position, as follows:
  - (1) A "support" position means legislation in this area advances the District's goals and priorities.
  - (2) An "oppose" position means legislation in this area could potentially harm the District, negatively impact or undo District initiatives, or does not advance the District's goals and priorities.
  - (3) Positions of "support if amended" or "oppose if amended" may also be communicated, along with specific suggestions for changes in the legislation.
  - (4) Legislation shall be prioritized according to the following categories:
    - (i) Priority 1: Bills given a "1" priority are of significant concern because they have a major importance, directly impact the District and / or its member agencies, and /or set a critical precedent. These

bills receive comprehensive advocacy, which will include one or more of the courses of action described in Section 2.

- (ii) Priority 2: Bills given a “2” priority are of concern because they may have an impact on the District and / or its member agencies, and / or may set a negative precedent. These bills generally will merit advocacy through District letters and / or coalition efforts.
  - (iii) Priority 3: Bills given a “3” priority are of some concern, but are determined to be a lower priority for District resources. These bills will generally be monitored by staff without incurring direct advocacy.
- (d) The General Manager shall retain the authority to sign position letters on behalf of the District without seeking Board approval.
  - (e) The General Manager or designee may also provide a letter of concern or interest regarding a legislative issue without taking a formal position.
  - (f) Periodically, staff shall submit a report summarizing advocacy activity to the Board of Directors. This report shall include the following:
    - (1) A list of the bills evaluated.
    - (2) A summary of the potential impact of the bill on the District and / or member agencies.
    - (3) A summary of the bills on which Calleguas has engaged in written advocacy since the previous report, plus copies of letters submitted.