



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 JACKSON ROAD
RANCHO MURIETA, CALIFORNIA 95683
916-354-3700
FAX – 916-354-2082

AGENDA

*“Your Independent Local Government Agency Providing
Water, Wastewater, Drainage, Security, and Solid Waste Services”*

REGULAR BOARD MEETING

February 21, 2024

Closed Session 3:30 p.m./Open Session 5:00 p.m.
Rancho Murieta, CA 95683

BOARD MEMBERS

Tim Maybee	President
Martin Pohll	Vice President
Linda Butler	Director
Randy Jenco	Director
Stephen Booth	Director

STAFF

Mimi Morris	General Manager
Mark Matulich	Director of Finance and Administration
Michael Fritschi	Director of Operations
Andrew Ramos	District General Counsel
Amelia Wilder	District Secretary

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

February 21, 2024

REGULAR BOARD MEETING

Call to Order

Closed Session 3:30 p.m./Open Session 5:00 p.m.

Note that this meeting will be held in-person at the address set forth above, and not via videoconference. In order to comply with the State's COVID-related Guidance for the use of face coverings, it is strongly recommended that all persons, regardless of vaccination status, continue to mask while in indoor public settings and businesses.

All persons present at District meetings will place their cellular devices in silent and/or vibrate mode (no ringing of any kind). During meetings, these devices will be used only for emergency purposes and, if used, the party called/calling will exit the meeting room for conversation. Other electronic and internet enabled devices are to be used in the "silent" mode. Under no circumstances will recording devices or problems associated with them be permitted to interrupt or delay District meetings.

AGENDA

ESTIMATED RUNNING TIME 5:00

1. CALL TO ORDER - Determination of Quorum – President Maybee **(Roll Call)**

2. CONSIDER ADOPTION OF AGENDA **(Motion)**

The Board will discuss items on this agenda, and may take action on those items, including informational items and continued items. No action or discussion will be undertaken on any item not appearing on the agenda, except that (1) directors or staff may briefly respond to statements made or questions posed during public comments on non-agenda items, (2) directors or staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities, (3) a director may request staff to report back to the Board at a subsequent meeting concerning any matter or request staff to place a matter on a future Board meeting agenda, and (4) the Board may add an item to the agenda by a two-thirds vote determining that there is a need to take immediate action and that the need for action came to the District's attention after posting the agenda.

*The running times listed on this agenda are only estimates and may be discussed earlier or later than shown. At the discretion of the Board, an item may be moved on the agenda and or taken out of order. **TIMED ITEMS** as specifically noted, such as Hearings or Formal Presentations of community-wide interest, will not be taken up earlier than listed.*

3. CLOSED SESSION

- A. Conference with legal counsel concerning pending litigation (Gov. Code 54956.9(d)(1)): *O'Keefe v. Rancho Murieta CSD*
- B. Public employee performance evaluation of the General manager (Gov. Code 54957)
- C. Closed session regarding labor negotiations (Gov. Code 54957.6): District representatives: Board of Directors. Unrepresented employee: General Manager

4. OPEN SESSION/REPORT BACK FROM CLOSED SESSION

5. CONSENT CALENDAR (Motion) (Roll Call Vote) (5 min.) All items in this agenda item will be approved as one motion if they are not excluded from the motion adopting the consent calendar.

- A. Approval of Board Meeting and Committee Meeting Minutes
 - 1. January 16, 2023 Special Communication & Technology Committee Meeting Minutes
 - 2. January 17, 2024 Regular Board Meeting Minutes
 - 3. January 19, 2024 Special Board Meeting Minutes
 - 4. January 24, 2024 Special Personnel Committee Meeting Minutes
 - 5. February 1, 2024, Communication & Technology Committee Meeting Minutes
 - 6. February 6, 2024, Improvements Committee Meeting Minutes
 - 7. February 8, 2024, Finance Committee Meeting Minutes
- B. Bills Paid Listing
- C. Rio Oso Tank Cathodic Protection

6. STAFF REPORTS (Receive and File)

- A. General Manager's Report
- B. Finance and Administration Report
- C. Security Report
- D. Utilities Report

7. REVIEW DISTRICT MEETING DATES/TIMES FOR MARCH 2023

- A. Finance – February 29, 2024 at 9:00 a.m.
- B. Improvements – March 5, 2024 at 8:00 a.m.
- C. Communications – TBD
- D. Security – Committee will meet as needed
- E. Regular Board Meeting – March 20, 2024 - Open Session at 5:00 p.m.

8. CORRESPONDENCE

- A. Email from Richard Gehrs

9. Action Item CONSIDER APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 3, AFL-CIO AND RANCHO MURIETA COMMUNITY SERVICES DISTRICT (Discussion/Action) (Motion) (Roll Call Vote)

10. Action Item CONSIDER ADOPTION OF RESOLUTION R2024-01 APPROVING ADOPTION OF CALPERS 457 PLAN (Discussion/Action) (Motion) (Roll Call Vote)

11. Action Item CONSIDER ADOPTION OF RESOLUTION R2024-02 DECLARING CERTAIN PROPERTY EXEMPT SURPLUS LAND UNDER THE SURPLUS LAND ACT (Discussion/Action)(Motion) (Roll Call Vote)

12. Action Item CONSIDER NOMINATION OF CANDIDATE FOR CSDA BOARD OF DIRECTORS FOR SEAT A (Discussion/Action) (Motion) **(Roll Call Vote)**

13. Action Item CONSIDER FULL TIME IT MANAGER POSITION (Discussion/Action) (Motion) **(Roll Call Vote)**

14. COMMENTS FROM THE PUBLIC

Members of the public may comment on any item of interest within the subject matter jurisdiction of the District and any item specifically agendized. Members of the public wishing to address a specific agendized item are encouraged to offer their public comment during consideration of that item. With certain exceptions, the Board may not discuss or take action on items that are not on the agenda.

If you wish to speak during Comments from the Public or would like to comment regarding an item appearing on the meeting agenda, please complete a public comment card and submit to the Board Secretary prior to the point in the meeting at which the item is called. Speakers presenting individual opinions shall have 3 minutes to speak. Speakers presenting opinions of groups or organizations shall have 5 minutes per group.

15. DIRECTOR COMMENTS/SUGGESTIONS

In accordance with Government Code 54954.2(a), directors and staff may make brief announcements or brief reports of their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

16. ADJOURNMENT (Motion)

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 24 hours prior to a special meeting, will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting.

In compliance with federal and state laws concerning disabilities, if you are an individual with a disability and you need a disability-related modification or accommodation to participate in this meeting or need assistance to participate in this meeting, please contact the District Office at 916-354-3700 or awilder@rmcsd.com. Requests must be made as soon as possible.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is February 15, 2024. Posting locations are: 1) District Office; 2) Rancho Murieta Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

MEMORANDUM

Date: January 16, 2024
To: Board of Directors
From: Communication & Technology Committee Staff
Subject: January 16, 2024, Special Communication & Technology Committee Meeting Minutes

1. CALL TO ORDER

Director Butler called the meeting to order at 8:30 a.m. Present were Director Butler and Director Booth. Present from District staff were Mimi Morris, General Manager, and Amelia Wilder, District Secretary.

2. UPDATE ON WEBSITE AND SOCIAL MEDIA

Amelia Wilder, District Secretary, gave an update on Google for website statistics.

3. CONSIDER DRAFT COMMUNICATION STRATEGY

The Committee continued the discussion from last month about the Draft Communication Strategy that Ms. Morris created, reviewing the Goals and Objectives and deciding the goal should be “To develop and maintain positive internal and external systems of communication in order to promote open and honest communication with the community.” Ms. Morris suggested that a main objective would be to communicate via email and text, and that she has 2,000 of the 2,850 ratepayers’ emails. The target audience was identified Communications Strategy (#2), and Key Messages (#3) were discussed. A revised list of Key Messages will be presented at a future meeting.

When discussing #4, Communication Channels, Director Booth indicated he would like to see the District use NextDoor for one-way communication to the community until the email communication system is implemented.

Regarding Content Calendar (#5), the Committee recommended providing gate protocols and call-in procedures for ETC and other community-sponsored events in the Pipeline and on the Website. They also would like to see an “Audit Update” page on the website, and in the Pipeline. Ms. Morris’ goal is to send the Pipeline electronically, separate from the bill mailing, so that the content will be timely. Discussion of this item will continue at the next meeting.

4. PROPOSED LIST OF COMMUNICATION TOPICS

This was discussed in item #3.

5. COMMENTS FROM THE PUBLIC

6. Richard Gehrs provided positive feedback regarding recent improvements in sharing information with the community and responding to inquiries and suggestions. He also proposed the phrasing “open and honest communication” in the objectives statement.

7. DIRECTOR AND STAFF COMMENTS

None.

8. Adjournment

The meeting was adjourned at 10:00 a.m.



RANCHO MURIETA COMMUNITY SERVICES DISTRICT REGULAR BOARD MEETING MINUTES

January 17, 2024

Closed Session 4:00 p.m./Open Session 5:00 p.m.

1. CALL TO ORDER/ROLL CALL

President Maybee called the Regular Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 4:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Directors present at the District office were Tim Maybee, Martin Pohll, Randy Jenco, Linda Butler and Stephen Booth. Also present at the District office were Mimi Morris, General Manager; Mark Matulich, Director of Finance and Administration; Travis Bohannon, Chief Plant Operator, Kelly Benitez, Security Supervisor; Andrew Ramos, District General Counsel; and Amelia Wilder, District Secretary.

2. CONSIDER ADOPTION OF AGENDA

Motion/Maybee to adopt the Agenda. Second/Butler. Roll Call Vote: Ayes: Booth, Butler, Jenco, Pohll, Maybee. Noes: None. Absent: None. Abstain: None.

3. BOARD ADJOURNED TO CLOSED SESSION TO DISCUSS THE FOLLOWING ITEMS:

- A. *Conference with General Manager as real property negotiator concerning price and terms of payment (Gov. Code 54956.7). Property: Pedestrian Bridge Site. Negotiating Party: Rancho Murieta Association.*
- B. *Public employee performance evaluation of the General manager (Gov. Code section 54957)*
- C. *Conference with legal counsel concerning significant exposure to litigation pursuant to Gov. Code 54956.9(d)(2) and (e)(1) (two cases) and potential initiation of litigation pursuant to Gov. Code 54956.9(d)(4) (one case)*

4. OPEN SESSION/REPORT BACK FROM CLOSED SESSION AT 5:15 P.M.

Director Maybee reported that direction was given to Staff. No decisions were made.

5. CONSENT CALENDAR

Motion/Booth to approve Consent Calendar. Second/Maybee. Roll Call Vote: Ayes: Booth, Butler, Jenco, Pohll, Maybee. Noes: None. Absent: None. Abstain: None.

Richard Gehrs pointed out that the January 16, 2024 Special Communications Committee Minutes were not included in the Packet. They will be on the February 21, 2024 Consent Calendar.

6. STAFF REPORTS

Complete Staff Reports can be found in the January 17, 2024 Regular board Meeting Packet on the District's website or by clicking [here](#).

Under Agenda Item 6A, Mimi Morris, General Manager, gave a summary of activities during the previous month, highlighting the following topics:

- Improving Customer Service
 - Customer Communication
 - Responding to Community Concerns
 - PRA Requests
 - Community Communication Tracker

- Communications Strategy
 - Customer Access
 - Developing and Rewarding Staff
 - Professional Trainings
 - Strengthening Financial Position
 - Ensuring Water Quality and Access
 - Keeping the Community Safe

The responses to Community Questions will be posted on the District website.

Mr. Gehrs inquired about CSD's intentions regarding the Country Club Loan.

Under Agenda Item 6B Mark Matulich, Director of Finance and Administration updated Board on the following items:

- Audit Update
- Rebalancing District Reserves
- Financial Reports
- District FY24-25 Budget
 - Indirect Cost Allocation

There was a discussion about the proposed Indirect Cost Allocation (ICR#2) being applied to prior Fiscal Years for which audits had not been completed (FY20-21, FY21-22, FY22-23, FY23-24). A Special Board meeting will be held to discuss this proposal.

Under Agenda Item 6C, Kelly Benitez, Security Supervisor, updated the Board with a summary of October's activities in the Security Department, including:

- Operations Update
 - Stop the Bleed kits
- Rancho Murieta Association Activity
- Rancho Murieta Community Members
- RMA Violation Report
- Gate Entries Report
- Gate Entries Denied Reports
- Cases by Breakdown Report
- Incidents of Note

Under Agenda Item 6D, Travis Bohannon, Chief Plant Operator, gave a summary of the utility update, including:

- Water Treatment Facility
- Water Consumption
- Raw Water Storage & Delivery
- Wastewater Facility
- Utility Crew Report
- Capital Projects
 - CIP Matrix
- Development
 - Retreats North & East
 - Residences of Murieta Hills East & West

- Riverview Phase 1
- Riverview Phase 2
- Murieta Gardens Commercial
- Lead and Copper Testing

7. REVIEW DISTRICT MEETING DATES/TIMES FOR DECEMBER 2023

The Finance Committee meeting will be moved to the second Thursday of every month beginning February 8, 2024.

8. CORRESPONDENCE

None.

9. CONSIDER BOARD'S DIRECTION OF PROPOSED TRAIL SURFACE REVISION VOTE FOR THE RESIDENCES AT MURIETA HILLS EAST

This item was placed on the agenda in response to a written request from RMA President Scott Adams regarding a proposed trail between the Riverview development and Stonehouse Park. The Board heard comments from Bob Keil, Developer, who proposed that the Joint Parks Committee approve a natural 6' trail rather than require a Class One 12' wide asphalt trail as required by the Parks Master Plan. The Board then heard from Scott Adams, who stated that RMA is opposed to this modification as this will be a thoroughfare through the Riverview development to Stonehouse Park. RMA also becomes responsible for the maintenance and upkeep of all trails within RMA after they are complete. He expressed concerns regarding safety, drainage and adequacy of a more narrow "natural" trail.

Director Butler expressed her desire to have the natural trail, stating that she believed a paved trail would be utilized by fast moving carts.

Director Pohll agreed with RMA.

Motion/Pohll to reject the proposed Parks Committee meeting and uphold the standard that has been set by the Parks Committee for a Class One Trail. **Second/Maybee. Roll Call Vote: Ayes: Booth, Jenco, Pohll, Maybee. Noes: Butler. Absent: None. Abstain: None.** There was a continuing discussion, and Mr. Adams clarified that there was a standard Class One Trail predetermined for this development, and without a Parks Committee meeting, that predetermination would stand.

10. CONSIDER TRANSFER OF OTHER POSTEMPLOYMENT BENEFITS (OPEB) FROM PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST (CERBT) AS NEW TRUST MANAGER

Ms. Morris proposed the transition from our current OPEB, PARS to CERBT with a projected cost savings of \$10,000 annually. **Motion/Booth** to approve transfer of OPEB from PARS to CERBT based on Staff recommendation. **Second/Maybee. Roll Call Vote: Ayes: Booth, Butler, Jenco, Pohll, Maybee. Noes: None. Absent: None. Abstain: None.**

11. DISCUSS PROGRESS ON WOODEN BRIDGE TRANSFER TO RMA

Andrew Ramos, District General Counsel, updated the Board on the status of the transfer of the Wooden Bridge to RMA. Housing and Urban Development is working on approving the application to deem the land where the Wooden Bridge sits on as unbuildable. Mr. Ramos recommended moving the transfer forward, with the hopes that Housing and Urban Development will approve the transfer soon.

12. COMMENTS FROM THE PUBLIC

None.

13. DIRECTOR COMMENTS/SUGGESTIONS

The Directors all thanked Ms. Morris and Mr. Matulich for their work to get the finances back on track. Director Maybee thanked utilities staff as well for

14. ADJOURNMENT

Motion/Maybee to adjourn at 7:10 p.m. Second/Jenco. Roll Call Vote: Ayes: Booth, Butler, Jenco, Pohl, Maybee. Noes: None. Absent: None. Abstain: None.

Respectfully submitted,

Amelia Wilder
District Secretary

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RANCHO MURIETA COMMUNITY SERVICES DISTRICT SPECIAL BOARD MEETING MINUTES

January 19, 2024

Open Session at 12:30 p.m.

1. CALL TO ORDER/ROLL CALL

President Maybee called the Special Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 12:30 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Directors present at the District office were Tim Maybee, Randy Jenco and Stephen Booth. Directors Martin Pohll, and Linda Butler were absent. Also present at the District office was Mimi Morris, General Manager. Mark Matulich, Director of Finance attended remotely. Ms. Morris acted as District Secretary.

2. CONSIDER ADOPTION OF AGENDA

Motion/Booth to adopt the Agenda. Second/Maybee. Roll Call Vote: Ayes: Booth, Jenco, Maybee. Noes: None. Absent: Butler, Pohll. Abstain: None.

3. CONSIDER APPROVAL OF REPLACING INDIRECT COST RATE #1 WITH INDIRECT COST RATE #2 FOR OPEN PRIOR FISCAL YEARS

Ms. Morris reminded the Board of the January 17, 2024 Board meeting when Staff presented a proposed redistribution of Indirect Cost Rates (ICRs), the allocation of Administrative expenses to the various service lines. (See attached handout from January 17, 2024 Board meeting.) She recommended that since the fiscal years of FY20-21, FY21-22, and FY22-23 are still open, the District could apply the proposed ICR#2 for these years, and the current year. Director Maybee asked about the Solid Waste allocation. The recalculations will reduce the admin costs charged to Security and result in increases to the other funds. It is recognized that such recalculations will affect the other fund positions.

Security has been operating at a deficit since FY19-20. The recalculation of the ICR would not eliminate the need to supplement Security funds with property tax allocations, but it would reduce the property tax allocation. There was a discussion between Staff and the Board. **Motion/Jenco to Follow Staff recommendation to apply ICR#2 to FY20-21, FY21-22, FY22-23 and moving forward. Second/Booth. Roll Call Vote: Ayes: Booth, Jenco, Maybee. Noes: None. Absent: Butler, Pohll. Abstain: None.**

4. COMMENTS FROM THE PUBLIC

None.

5. DIRECTOR COMMENTS/SUGGESTIONS

None.

6. ADJOURNMENT

Motion/Maybee to adjourn at 1:24 p.m. Second/Jenco. Roll Call Vote: Ayes: Booth, Jenco, Maybee. Noes: None. Absent: Butler, Pohll. Abstain: None.

Respectfully submitted,

Amelia Wilder
District Secretary

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**Rancho Murieta CSD
Indirect Cost Allocation
Year over Year Comparison**



FY 23-24							
	General	Water	Sewer	Drainage	Solid Waste	Security	TOTAL
Revenue	818,000	3,277,560	2,147,353	240,000	1,416,427	1,587,960	9,487,300
Op ex	2,003,858	3,060,473	1,392,706	221,694	1,394,424	1,254,124	9,327,279
Change in Net Position Before Allocation	(1,185,858)	217,087	754,647	18,306	22,003	333,836	160,021
ICR# 1							
Allocation Rate (ICR# 1)		37%	25%	4%	2%	32%	100%
IC Allocation (ICR# 1)	(2,003,858)	745,435	496,957	84,162	40,077	637,227	2,003,858
Change in Net Position		(528,348)	257,690	(65,856)	(18,074)	(303,391)	(1,843,837)
ICR# 2							
Allocation Rate (ICR# 2)		52%	27%	3%	4%	14%	100%
IC Allocation (ICR#2)	(2,003,858)	1,042,006	541,042	60,116	80,154	280,540	2,003,858
Change in Net Position		(824,919)	213,605	(41,810)	(58,151)	53,296	(1,843,837)
Net difference between ICR#1 and #2		(296,571)	(44,085)	24,046	(40,077)	356,687	-

FY 22-23							
	General	Water	Sewer	Drainage	Solid Waste	Security	TOTAL
Revenue	817,450	2,905,332	1,703,379	240,644	961,093	1,645,217	8,273,115
Op ex	1,977,786	2,076,091	1,372,539	247,781	1,032,280	1,438,206	8,144,683
Change in Net Position Before Allocation	(1,160,336)	829,241	330,840	(7,137)	(71,187)	207,011	128,432
ICR# 1							
Allocation Rate (ICR# 1)		37%	25%	4%	2%	32%	100%
IC Allocation (ICR# 1)	(1,977,786)	744,258	490,491	82,646	38,789	621,602	-
Change in Net Position		84,983	(159,651)	(89,783)	(109,976)	(414,591)	128,432
ICR# 2							
Allocation Rate (ICR# 2)		52%	27%	3%	4%	14%	100%
IC Allocation (ICR#2)	(1,977,786)	1,028,449	534,002	59,334	79,111	276,890	-
Change in Net Position		(199,208)	(203,162)	(66,471)	(150,298)	(69,879)	128,432
Net difference between ICR#1 and #2		(284,191)	(43,511)	23,312	(40,322)	344,712	-

FY 21-22							
	General	Water	Sewer	Drainage	Solid Waste	Security	TOTAL
Revenue	756,290	2,634,526	1,660,269	214,916	986,086	1,568,266	7,820,353
Op ex	1,976,561	1,895,710	1,159,843	214,428	922,243	1,392,246	7,561,031
Change in Net Position Before Allocation	(1,220,271)	738,816	500,426	488	63,843	176,020	259,322
ICR# 1							
Allocation Rate (ICR# 1)		37%	25%	4%	2%	32%	100%
IC Allocation (ICR# 1)	(1,976,561)	736,038	490,188	82,595	39,204	628,536	-
Change in Net Position		2,778	10,238	(82,107)	24,639	(452,516)	259,322
ICR# 2							
Allocation Rate (ICR# 2)		52%	27%	3%	4%	14%	100%
IC Allocation (ICR#2)	(1,976,561)	1,027,812	533,671	59,297	79,062	276,719	-
Change in Net Position		(288,996)	(33,245)	(58,809)	(15,219)	(100,699)	259,322
Net difference between ICR#1 and #2		(291,774)	(43,483)	23,298	(39,858)	351,817	-

FY 20-21							
	General	Water	Sewer	Drainage	Solid Waste	Security	TOTAL
Revenue	722,210	2,507,729	1,513,570	217,192	735,479	1,526,347	7,222,527
Op ex	1,825,904	1,816,957	1,248,848	204,778	715,708	1,410,332	7,222,527
Change in Net Position Before Allocation	(1,103,694)	690,772	264,722	12,414	19,771	116,015	-
ICR# 1							
Allocation Rate (ICR# 1)		37%	25%	4%	2%	32%	100%
IC Allocation (ICR# 1)	(1,825,904)	679,974	452,787	76,300	36,216	580,627	-
Change in Net Position		10,798	(188,065)	(63,886)	(16,445)	(464,612)	-
ICR# 2							
Allocation Rate (ICR# 2)		52%	27%	3%	4%	14%	100%
IC Allocation (ICR#2)	(1,825,904)	949,470	492,994	54,777	73,036	255,627	-
Change in Net Position		(258,698)	(228,272)	(42,363)	(53,265)	(139,612)	-
Net difference between ICR#1 and #2		(269,496)	(40,207)	21,523	(36,820)	325,000	-

MEMORANDUM

Date: January 31, 2024
To: Board of Directors
From: Personnel Committee Staff
Subject: January 24, 2024 Special Personnel Committee Meeting Minutes

1. CALL TO ORDER

Director Maybee called the meeting to order at 4:30 p.m. Present were Director Maybee and Director Jenco. Present from District staff were Mimi Morris, General Manager, and Amelia Wilder, District Secretary.

2. DISCUSS CONVERSION OF EXISTING POSITION TO FULL-TIME INFORMATION TECHNOLOGY MANAGER POSITION

Mimi Morris, General Manager, proposed an expansion of the proposed Information Technology Manager position from part-time to full-time, due to the realization that the workload is extensive. Ms. Morris indicated that a vacant position was being repurposed for this IT Manager Position. The Committee recommended this item be moved to the Board. ***This item will be on the February 21, 2024 Board Meeting Agenda.***

3. PUBLIC COMMENT

None.

4. DIRECTOR COMMENTS

Director Maybee appreciated the efforts of Staff to repurpose the unfilled Position to offset the cost of the new position.

5. ADJOURNMENT The meeting was adjourned at 4:41 p.m.

MEMORANDUM

Date: February 8, 2024
To: Board of Directors
From: Communication & Technology Committee Staff
Subject: February 1, 2024, Communication & Technology Committee Meeting Minutes

1. CALL TO ORDER

Director Booth called the meeting to order at 8:30 a.m. Present were Director Butler and Director Booth. Present from District staff were Mimi Morris, General Manager, and Amelia Wilder, District Secretary.

2. UPDATE ON WEBSITE AND SOCIAL MEDIA

Amelia Wilder, District Secretary, gave an update on Google for website statistics.

3. CONSIDER DRAFT COMMUNICATION STRATEGY

The Committee continued the discussion from last month about the Draft Communication Strategy that Ms. Morris created. While the Committee had discussed items 1-5, they revisited item 4.1, and decided to revise "Host regular town hall meetings" to "Host town hall meetings". The Committee continued with a discussion of the Communications Strategy.

Ms. Morris will revise "Engagement Initiatives", and they discussed item #8, Crisis Communication Plan. The conversation continued with ideas related to capturing service requests, considering future branding options that might better describe provided services (including a logo), and a review of key performance indicators which will be identified that will help assess the success of the Strategy.

4. COMMENTS FROM THE PUBLIC

Richard Gehrs expressed disappointment that he did not receive a response from CSD about an inquiry he had made regarding video footage from Dash Cams. Ms. Morris explained that she mistakenly assumed that the response she had been copied on from Rod Hart included Mr. Gehrs as a recipient. Ms. Morris shared Mr. Hart's response with him.

5. DIRECTOR AND STAFF COMMENTS

None.

6. Adjournment

The meeting was adjourned at 9:30 a.m.

MEMORANDUM

Date: February 8, 2024
To: Board of Directors
From: Improvements Committee Staff
Subject: February 6, 2024 Improvements Committee Meeting Minutes

1. CALL TO ORDER

Director Jenco called the meeting to order at 8:00 a.m. Present were Director Jenco and Director Pohl. Present from District staff were Mimi Morris, General Manager, Michael Fritschi, Director of Operations; Travis Bohannon, Chief Plant Operator; and Amelia Wilder, District Secretary.

2. IMPROVEMENTS STAFF REPORT

A. CIP Matrix

Mr. Fritschi presented the Matrix with the current CIP projects.

B. Rio Oso Tank Cathodic Protection

Mr. Fritschi informed the Committee about the need to have the 15 cathodic protection rods in the Rio Oso storage tank replaced. Staff have received one quote for \$9,477 from Cororo to complete this work and requested quotes from other companies. The Committee agreed the work needs to be completed and asked him to bring his recommended quote to the Board for approval. ***This item will be on the February 21, 2024 Board Meeting Agenda.***

C. SB170 Project Updates

Mr. Fritschi gave a detailed report on the current status of the SB170 funded projects. (See chart below.)

CIP #	Project Name	Estimated Construction Cost	SB 170 Allocation *	remainder of cost to complete	Project Status	current % complete
23-10-01	WTP Chlorine to NaOCl replacement	\$ 590,000	\$ 360,100	\$ 229,900	<i>Updated electrical sheets in process. Updated Opinion of Probable Construction Cost. Ready to bid</i>	30%
23-04-01	Granlees Safety Rehabilitation	\$ 834,000	\$ 174,200	\$ 659,800	<i>Updated Opinion of Probable Construction Cost. Design completed and ready to prepare for bid process.</i>	30%
23-14-02	WWTF Chlorine to NaOCl replacement (Contact Tank Rehab not included)	\$ 1,050,000	\$ 765,700	\$ 284,300	<i>Completed preliminary design analysis. Some preliminary work completed in FY 22-23. Design has begun. Estimate does not include remainder of design costs and contact tank improvements.</i>	10%
	total	\$ 2,474,000	\$ 1,300,000	\$ 1,174,000		
	*Original allocations can be modified per agreement					

The Committee had a comprehensive discussion about the funds available from SB170, and the amount of money that would be required from the District to complete all three projects. Mr. Fritschi agreed to send the plans for Granlees to the Committee members. The Committee felt like the Granlees safety rehabilitation project should be completed first. The Committee asked that the Request for Bids be published for the Granlees project, and the results reported back to the Committee.

3. COMMENTS FROM THE PUBLIC

None.

4. DIRECTOR AND STAFF COMMENTS

Director Pohll asked when the remodeling project in the front office would be complete. Ms. Morris informed him that it would be done by February 21.

5. ADJOURNMENT

The meeting was adjourned at 9:07 a.m.

DRAFT

MEMORANDUM

Date: February 8, 2024
To: Board of Directors
From: Finance Committee Staff
Subject: February 8, 2024 Finance Committee Meeting Minutes

1. CALL TO ORDER

Director Pohll called the meeting to order at 9:00 a.m. Present were Director Pohll and Director Booth. Present from District staff were Mimi Morris, General Manager, Mark Matulich, Director of Finance and Administration, Michael Fritschi, Director of Operations, and Amelia Wilder, District Secretary.

2. FINANCIAL REPORTS

- **Budget to Actuals, Operating Budget**

Mark Matulich, Director of Finance and Administration, presented the FY 2023-24 Budget to Actual and Operating Budget Report. The newly revised report reveals details of the District current financial status. Committee members participated in a discussion about the allocation of property taxes, which were shown according to amounts presented in the Approved 23-24 Budget, but which could be distributed to different funds at the end of the year if the Board chose to make adjustments to the distributions. They also discussed the current CIPs.

Ms. Morris stated that the District had received the actuarial data regarding the OPEB Trust Balance, the OPEB liability, and the corresponding net unfunded OPEB liability.

The 2020 Report showed a Total OPEB Liability of almost \$4 million (\$3.957 million) and a Plan Balance of \$2 million, for a net Unfunded OPEB Liability of almost \$2 million (\$1.957 million)-- a funded percentage of 50.54%.

The 2023 Report shows a Total OPEB Liability of just over \$4 million (\$4.052 million) and a Plan Balance of \$2.374 million, for a net Unfunded OPEB Liability of \$1.677 million – a funded percentage of 58.59%.

3. DISTRICT 24-25 BUDGET

- i. Draft Department Budgets

Ms. Morris briefly discussed the departmental budgets and the groundwork occurring on the 2024-25 Budget. This discussion will continue at the March Finance Committee meeting.

- ii. Developer Deposits

Ms. Morris shared the balances of the Developer Deposits.

- iii. CIP

Ms. Morris stated that staff plans to show sources of funding for 2024-25 CIP projects.

- iv. Service Rates

Ms. Morris stated that Staff is likely to present a 10% increase in 2024-25 service rates, with the hope being that there will be residual to start building up reserves, as recommended in the Grand Jury Report.

4. AUDIT UPDATES

Mr. Matulich informed the Committee that the FY2020-21 Audit has been submitted to the Auditors, and that he plans for the FY2021-22, FY2022-23 and FY 2023-24 audits to be completed in a shorter period of time than this one took.

5. PUBLIC COMMENT

None.

6. DIRECTOR COMMENTS

Ms. Morris discussed the current administration of the District's deferred compensation (457) accounts. Our current plan administrator is Nationwide, and they charge fees to the employees who contribute to this plan. Staff has researched 457 accounts and found a CalPERS program with rates about 50% less than Nationwide. ***This item will be on the February 21, 2024 Board meeting agenda.***

She continued with an update on check processing. A multi-check scanner has been implemented which can quickly scan the checks received each month, greatly reducing Staff time on this recurring task.

Director Booth asked if we have confirmed that the 457 Plan Document gives the District the right to change the administrator or modify the fund, which will benefit staff's long term investment portfolio. Ms. Morris will confirm this information. Director Booth recommended that, if confirmed, we have an informational meeting with the Union.

7. ADJOURNMENT The meeting was adjourned at 9:48 a.m.

MEMORANDUM

DATE: February 21, 2024
TO: Board of Directors
FROM: Mark Matulich, Director of Finance and Administration
SUBJECT: Receive and File Check Journal

NRM 2/15/2024

Attached is a list of checks issued from Banner Bank numbered 001000 through 001014 and checks issued from CSD numbered 11733 through 11802 issued between January 1, 2024 and January 31, 2024. Invoices were presented by departments, reviewed by administration staff and subsequent checks were issued. All checks were in conformity with the District's policies and procedures. Monies were available to pay the amounts listed.

The Board is asked to receive and file this information.

FISCAL ANALYSIS

Eighty-five checks totaling \$495,204.94 were issued and three were voided between January 1, 2024 and January 31, 2024.

ATTACHMENT

Accounts Payable Vendor Check Register Report from January 1, 2024 and January 31, 2024.

Ranges: From: To: From: To:
 Check Number First Last Check Date 1/1/2024
 Vendor ID First Last Checkbook ID First
 Vendor Name First Last

Sorted By: Checkbook ID

* Voided Checks

Check Number	Check Date	Vendor	Checkbook ID	Amount
* 001000	1/31/2024	APS Environmental	BANNER	\$11,900.00
001001	1/31/2024	APS Environmental	BANNER	\$11,900.00
001002	1/31/2024	Aramark Uniform & Career Apparel, LLC	BANNER	\$458.62
001003	1/31/2024	Greenfield Communications	BANNER	\$329.00
001004	1/31/2024	Land Graphics Fencing Company	BANNER	\$1,500.00
001005	1/31/2024	Les Schwab Tires	BANNER	\$872.01
001006	1/31/2024	Manual Vasquez Jr.	BANNER	\$50.00
001007	1/31/2024	Rancho Murieta Association	BANNER	\$649.51
001008	1/31/2024	Regional Water Authority	BANNER	\$6,516.00
001009	1/31/2024	Stanley Williams	BANNER	\$50.00
001010	1/31/2024	TNT Industrial Contractors Inc.	BANNER	\$6,837.75
001011	1/31/2024	Watchdogs Surveillance	BANNER	\$9,276.36
001012	1/31/2024	Wenker, Ryan	BANNER	\$200.00
001013	1/31/2024	Zenon Environmental Corporation	BANNER	\$49,974.21
001014	1/31/2024	Crime Alert Security	BANNER	\$270.00
0011733	1/3/2024	Aramark Uniform & Career Apparel, LLC	CSD CHECKING	\$229.31
0011734	1/3/2024	Compressed Air Services	CSD CHECKING	\$2,499.30
0011735	1/3/2024	Dewberry Engineers Inc.	CSD CHECKING	\$1,471.50
0011736	1/3/2024	Domino Solar LTD	CSD CHECKING	\$9,606.76
0011737	1/3/2024	Jeremy Cowel	CSD CHECKING	\$1,608.12
0011738	1/3/2024	Kendall Perales	CSD CHECKING	\$419.83
0011739	1/3/2024	M3 Construction Inc	CSD CHECKING	\$13,759.00
0011740	1/3/2024	Nancy Compton	CSD CHECKING	\$394.56
0011741	1/3/2024	Operating Engineers Local Union No. 3	CSD CHECKING	\$548.28
0011742	1/3/2024	Rancho Murieta Association	CSD CHECKING	\$424.14
0011743	1/3/2024	Teichert Aggregates	CSD CHECKING	\$536.15
0011744	1/3/2024	Tesco Controls, Inc.	CSD CHECKING	\$1,356.20
0011745	1/3/2024	Watchdogs Surveillance	CSD CHECKING	\$95.00
0011746	1/3/2024	Wildeye	CSD CHECKING	\$14,501.85
0011747	1/10/2024	A&D Automatic Gate and Access	CSD CHECKING	\$481.50
0011748	1/10/2024	American Carrier Services	CSD CHECKING	\$2,950.00
0011749	1/10/2024	Aramark Uniform & Career Apparel, LLC	CSD CHECKING	\$522.62
0011750	1/10/2024	Arnolds For Awards	CSD CHECKING	\$41.70
0011751	1/10/2024	Brower Mechanical, Inc	CSD CHECKING	\$650.10
0011752	1/10/2024	CIT	CSD CHECKING	\$475.22
0011753	1/10/2024	Clark Pest Control	CSD CHECKING	\$1,478.00
* 0011754	1/10/2024	Les Schwab Tires	CSD CHECKING	\$1,248.83
0011755	1/10/2024	Liebert Cassidy Whitmore	CSD CHECKING	\$43.50
0011756	1/10/2024	Lumos & Associates, Inc.	CSD CHECKING	\$9,730.35
0011757	1/10/2024	LUXURY CLEANING SERVICE	CSD CHECKING	\$2,000.00
* 0011758	1/10/2024	NBS	CSD CHECKING	\$1,935.72
0011759	1/10/2024	Pace Supply Corp	CSD CHECKING	\$3,804.45
0011760	1/10/2024	Rancho Murieta Association	CSD CHECKING	\$1,195.79
0011761	1/10/2024	Sierra Office Supplies	CSD CHECKING	\$64.65
0011762	1/10/2024	SWRCD Accounting Office	CSD CHECKING	\$22,821.57
0011763	1/10/2024	Tesco Controls, Inc.	CSD CHECKING	\$5,645.00
0011764	1/10/2024	Thatcher Company	CSD CHECKING	\$1,470.00
0011765	1/10/2024	Univar Solutions USA Inc	CSD CHECKING	\$6,199.83
0011766	1/10/2024	West Yost Associates	CSD CHECKING	\$2,630.00
0011767	1/10/2024	Amelia Wilder	CSD CHECKING	\$7.21
0011768	1/10/2024	County of Sacramento	CSD CHECKING	\$2,625.00
0011769	1/17/2024	Aramark Uniform & Career Apparel, LLC	CSD CHECKING	\$229.31
0011770	1/17/2024	Bartkiewicz, Kronick & Shanahan	CSD CHECKING	\$6,195.85
0011771	1/17/2024	California Conservation Corps	CSD CHECKING	\$6,876.88
0011772	1/17/2024	Caltronics	CSD CHECKING	\$96.56
0011773	1/17/2024	Chemtrade Chemicals US LLC	CSD CHECKING	\$3,497.33
0011774	1/17/2024	Connor McClure	CSD CHECKING	\$202.75
0011775	1/17/2024	Domino Solar LTD	CSD CHECKING	\$1,460.47

* Voided Checks

Check Number	Check Date	Vendor	Checkbook ID	Amount
0011776	1/17/2024	DXP Enterprises, Inc	CSD CHECKING	\$70,509.83
0011777	1/17/2024	Pace Supply Corp	CSD CHECKING	\$5,071.15
0011778	1/17/2024	Prodigy Electric	CSD CHECKING	\$19,495.35
0011779	1/17/2024	Prodigy Electric & Controls Inc.	CSD CHECKING	\$4,401.47
0011780	1/17/2024	Solitude Lake Management LLC	CSD CHECKING	\$2,366.00
0011781	1/17/2024	State Water Resources Control Board	CSD CHECKING	\$90.00
0011782	1/17/2024	Univar Solutions USA Inc	CSD CHECKING	\$4,239.36
0011783	1/17/2024	Wenker, Ryan	CSD CHECKING	\$100.00
0011784	1/17/2024	California Laboratory Services	CSD CHECKING	\$1,088.80
0011785	1/17/2024	ABS Direct	CSD CHECKING	\$4,448.15
0011786	1/24/2024	A&D Automatic Gate and Access	CSD CHECKING	\$267.50
0011787	1/24/2024	ABS Direct	CSD CHECKING	\$3,025.79
0011788	1/24/2024	Accounting & Association Software Group	CSD CHECKING	\$1,511.25
0011789	1/24/2024	Aramark Uniform & Career Apparel, LLC	CSD CHECKING	\$240.31
0011790	1/24/2024	Best Best & Krieger	CSD CHECKING	\$1,958.00
0011791	1/24/2024	California Laboratory Services	CSD CHECKING	\$2,192.00
0011792	1/24/2024	California Waste Recovery Systems	CSD CHECKING	\$105,567.80
0011793	1/24/2024	Dewberry Engineers Inc.	CSD CHECKING	\$1,264.50
0011794	1/24/2024	Domenichelli and Associates, Inc	CSD CHECKING	\$9,505.00
0011795	1/24/2024	EDCO Enterprises	CSD CHECKING	\$27,200.00
0011796	1/24/2024	Les Schwab Tires	CSD CHECKING	\$1,248.83
0011797	1/24/2024	Lumos & Associates, Inc.	CSD CHECKING	\$2,438.40
0011798	1/24/2024	Streamline	CSD CHECKING	\$375.00
0011799	1/24/2024	Stuntcams LLC	CSD CHECKING	\$1,200.00
0011800	1/24/2024	Walker's Office Supplies, Inc	CSD CHECKING	\$63.14
0011801	1/24/2024	Sierra Chemical Co.	CSD CHECKING	\$499.04
0011802	1/25/2024	Western Contract	CSD CHECKING	\$5,109.17

Total Checks:	85		Total Amount of Checks:	\$495,204.94

MEMORANDUM

Date: February 21, 2024
To: Board of Directors
From: Michael Fritschi, P.E. – Operations Director
Subject: **Consent Calendar Item C** - Improvements Committee recommendation – Rio Oso Cathodic Protection Repair

Proposed Action

Approval of expenditure of \$9,447 to be taken from the water budget to replace (15) support plates for cathodic protection rods in the Rio Oso water storage tank.

History

The District received a prevailing wage quote from Corpro Waterworks to repair the rusting that is occurring on the support plates (hand holes) for the 15 cathodic protection rods in the Rio Oso storage tank. The issue related to the rusting rod supports was verbally brought to staff's attention at the annual inspection conducted on 1-19-24. According to the inspection, the 2009 rod plate installation was not installed with enough buffer material to prevent rust from occurring on the support plates.

If no further rust damage is experienced, the rod support plates can be rehabilitated and installed while the tank is in service. Staff are concerned that the work be completed sooner than later to prevent rust from spreading to the ceiling and to prevent the cathodic rods from falling in the tank, which may also necessitate shutting the tank down which would result in an extensive potable water bypass project.

The District has also requested quotes from Potable Divers and CSI Services who are qualified to perform the work. At this time the District has not received quotes from either of the tank contractors qualified to perform work in potable water tanks.

The Improvements Committee agreed with the necessity of this project and recommended it be moved to the Board for approval.

att. Quote to rehabilitate the hand holes – Corpro Waterworks

**PROPOSAL FOR INTERNAL CATHODIC PROTECTION
RANCHO MURIETA COMMUNITY SERVICES DISTRICT
1.2 MG "RIO OSO TANK"
RANCHO MURIETA, CA
Corrpro Ref. #NCA-24-04
(REHABILITATION OF 15 CP HAND HOLES)**

Corrpro is pleased to provide this proposal for materials for one (1) internal Cathodic Protection (CP) system. Pricing based on rehabilitating 15 cathodic protection hand holes and providing new hand hole cover assemblies. ***All CP components exposed to the tank interior are UL classified in accordance with NSF Standard 61.**

The below table includes the price for each associated task as required in the project specifications.

Corrpro Waterworks' lump sum for the materials above will be \$9,447.00.

All (CP) materials shall be guaranteed for a period of one (1) year by Corrpro's standard warranty, beginning from the date of final acceptance or at such time materials are received upon arrival.


Corrpro Waterworks payment terms are due upon receipt, subject to credit approval and Corrpro Companies, Inc. professional services terms & conditions, available upon request. Invoices issued on a work complete to date basis. Corrpro Waterworks will not accept payment terms that are contingent upon payment to your firm by an outside source. An original copy of this quotation will be provided by U.S. Mail upon request.

Thank you for the opportunity to submit this proposal. This proposal will be honored for 90 days from this date. Kindly have the signatory space below signed and emailed (jmendoza@corrpro.com) back to my attention.

If you have any questions, please contact me directly at (602) 269-7641.

Respectfully submitted,

corrpro[®]
An Aegion[®] Company


Juan Carlos R. Mendoza
Operations Manager

CLIENT APPROVAL ON CORRPRO REFERENCE #NCA-24-04 (complete below):

Authorized Signature

Typed or Printed Name

Title

Date

The following additional terms and conditions apply to this proposal:

1. Progress billing will be submitted when materials are delivered and/or service progressively rendered.
2. Corrpro shall be entitled to an equitable adjustment in the price of the work, including but not limited to any increased costs of labor, including overtime, or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others for whom Corrpro is not responsible.
3. Corrpro reserves the right to pass on price increase in manufactured and/or consumable products to the Purchaser if the order has not been placed within ninety (90) days of the proposal being issued.
4. All terms and conditions listed above, whether explicitly detailed or not detailed in a resulting contract or purchase order, shall be accepted as "condition of sale" between Corrpro and the Purchaser and cannot be waived unless it is explicitly mentioned in the resulting contract or purchase order.
5. The schedule of the work is to be mutually agreed upon.
6. Completion and acceptance of a credit application may be required prior to commencement of work.

CORRPRO COMPANIES, INC. STANDARD TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the proposed sale of equipment, supplies, products or materials ("Goods") or the proposed furnishing of labor, with or without the supply of Goods ("Services"), by Corpro Companies, Inc. ("Corpro"), all as further described in Corpro's Proposal or Invoice ("Sales Document"), to the buyer named in the Sales Document ("Buyer").

1. Scope of Agreement; Acceptance. Unless expressly provided otherwise in a master agreement signed by Buyer and an authorized representative of Corpro prior to the date of the Sales Document, the Sales Document, these T&Cs and any other documents expressly identified in the Sales Document as a contract document shall be considered contract documents (collectively, the "Agreement"). Any terms that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of the Sales Document or the Agreement by Buyer that contains terms that are additional to or different from the terms of the Agreement will form a contract solely on the Agreement, and the additional or different terms shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. The Agreement becomes a valid and binding obligation of Corpro and Buyer on the earlier of: (a) Corpro's receipt of this Sales Document signed by Buyer; (b) Buyer delivering a purchase order or a purchase order number to Corpro for the Goods or Services described in the Proposal; (c) Buyer's receipt and acceptance of the Goods or Services, (d) Buyer's payment for the Goods or Services described in the Sales Document, or (e) any other written indication by Buyer of its acceptance of the Agreement.

2. Delivery; Risk of Loss. All shipping dates of Goods and performance dates of Services stated in the Sales Document are approximate and not a guarantee of a particular date of shipment or performance. Unless stated otherwise in the Agreement, delivery of the Goods shall be EXW (Incoterms 2010) at Corpro's facility stated in the Sales Document. At Buyer's option, Corpro will ship the Goods to Buyer at the shipping address stated in the Sales Document by any commercially reasonable means, provided that Corpro has the option of selecting the particular route and carrier for shipment of the Goods to Buyer, unless specified by Buyer in the Sales Document. Buyer shall bear all risk of loss or damage to the Goods during transit. All freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Corpro reserves the right to deliver Goods or perform Services in installments, all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer's obligations to accept remaining deliveries.

3. Inspection and Acceptance. Immediately on Buyer's receipt of any Goods shipped or Services performed, Buyer shall inspect the same and shall notify Corpro in writing of any claims for shortages or non-conformance (including defective and damaged Goods or Services). Buyer shall hold any non-conforming Goods for Corpro's written instructions concerning disposition. Failure to give written notice of any non-conforming Goods or Services within ten (10) days after the earlier to occur of receipt of Goods or performance of Services, express oral or written acceptance of the Goods or Services, or payment for the Goods or Services, shall conclusively (a) establish Buyer's acceptance of the Goods or Services, (b) release Corpro from any and all liability therefor, and (c) waive Buyer's right to seek damages or other remedies for any non-conforming Goods or Services subject to Section 8 below. Buyer shall bear the expenses of inspection under all circumstances.

4. Payment Terms. Terms of sale are net thirty (30) days from date of invoice, unless otherwise stated in the Agreement. Time is of the essence with respect to all payments. Any amount not received by Corpro when due shall bear interest at the rate of one and one-half percent (1½%) per month (eighteen percent (18% annually), or the maximum rate of interest that applicable law allows, whichever is greater, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to Corpro under this Agreement are not subject to offset, deduction or back charges by Buyer. Unless stated otherwise in the Agreement, the prices stated in the Agreement and all payments due to Corpro from Buyer shall be in the lawful currency of the U.S. If, at any time prior to shipment or performance (either complete or partial), Buyer does not meet Corpro's credit approval or Corpro, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, Corpro may either (a) delay or postpone delivery of Goods or

performance of Services, (b) terminate the Agreement, or (c) request payment in full or other security satisfactory to Corpro from Buyer prior to shipment of the Goods or performance of the Services.

5. Taxes; Permits and Fees; Laws. Unless expressly stated otherwise in the Agreement, the price for the Goods furnished or Services performed by Corpro excludes all governmental or brokerage taxes, duties, customs, fees, charges or assessments (collectively, "Taxes"). If applicable, Buyer must provide Corpro with documentation acceptable to Corpro of any exemptions claimed from Taxes prior to invoicing. In the event Corpro is required to pay any Taxes not previously paid to Corpro, Buyer shall reimburse Corpro. Unless stated otherwise in the Agreement, Buyer shall secure and pay for all permits and fees necessary for delivery and installation of the Goods or performance of the Services. It is Buyer's duty to ascertain that the Goods or Services proposed by Corpro are and their subsequent installation and use are in accordance with applicable laws, ordinances and building codes. Corpro shall not be responsible for compliance of the Goods or Services to such laws, ordinances and building codes, but shall, to the extent reasonably possible, promptly notify Buyer of any discrepancies brought to Corpro's attention.

6. Specifications. Buyer warrants that any documents, drawings, designs or specifications furnished to Corpro by Buyer or any party acting on behalf of, or under direction of, Buyer (collectively, "Specifications") are complete, accurate and may be reasonably relied on by Corpro. Corpro shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods or Services, Corpro agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

7. Change Orders. Changes to the quantity, Specifications, scope of supply or performance, delivery schedule, period of performance, shipping instructions or any other material term of the Agreement, may only be made by Buyer and Corpro executing a written change order ("Change Order"). Any Change Order shall state the parties' agreement on (a) change in the material term of the Agreement, and (b) an adjustment to the purchase price or the date of shipment or period of performance, as applicable. Both parties agree that, unless a Change Order is agreed in writing and signed by authorized representatives of both parties, the Agreement shall not be changed or modified in any manner. In addition, Corpro has the right to suspend performance during the period while the change is being evaluated and negotiated. In the event Buyer has communicated proposed changes to Corpro, Corpro, at its sole discretion, shall either (i) accept the Change Order, (ii) reject the Change Order and continue performance under the existing Agreement, or (iii) terminate the Agreement. In the event that Corpro elects (ii) above, Buyer shall have the option to terminate the Agreement.

8. Warranties. "Warranty Period" means (a) for Services and Goods installed as part of the Services, the one (1) year period beginning the date the applicable Services are substantially completed; and (b) for Goods not installed as part of any Services, the ninety (90) day period beginning with the date of shipment from Corpro. The providing of warranty service does not extend or restart a new Warranty Period. Corpro warrants that, for the duration of the Warranty Period and subject to the other limitations in this Agreement, each Service has been performed in accordance with applicable specifications and procedures for such Service, and, if applicable, Goods will be free from defect in materials and workmanship. Notwithstanding anything in this Agreement to the contrary, Corpro's warranty liability shall in no event exceed the amount paid for the original defective Goods or Services. Any claim not received by Corpro within the applicable Warranty Period shall be conclusively deemed waived by claimant. Corpro has the option to verify, with its own representatives, the nature and extent of the alleged defect. Corpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Goods or Services if the Goods, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: (a) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corpro's written consent; (b) been damaged or abused; (c) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or (d) in the case of Goods or Services, not been paid for in full.

9. Warranty Limitations. The Goods warranty applies only to (a) Goods manufactured solely by Corpro ("Corpro Products"), and (b) components of cathodic protection systems installed as part of the Services. Except as stated in the preceding sentence, Corpro does not warrant products manufactured or supplied by other parties, and Buyer shall be entitled to rely on the warranties, if any, only to the extent extended to Buyer by such other parties. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. Corpro's obligation to honor its warranty on defective Services is in all cases limited to, at Corpro's sole option: 1) re-performing such Corpro Service(s), 2) performing additional Service(s), or 3) providing a refund or credit equivalent to the decreased value of the Service(s). Corpro's obligation to honor its warranty on defective Corpro Products is in all cases limited to, at Corpro's sole option: 1) repair or replacement of the defective Corpro Product or component thereof, or 2) providing a cash refund or credit equivalent to the decreased value of the Corpro Products. Replaced Corpro Products shall become the property of Corpro, if Corpro so elects. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. ALL WARRANTIES ARE IN LIEU OF AND CORRPRO DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT THIS WARRANTY SHALL SERVE AS BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS OR SERVICES. IN NO EVENT WILL CORRPRO BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY LOST USE, REVENUES OR PROFITS, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE GOODS OR SERVICES, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THESE WARRANTIES, OR GOODS OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW. THESE WARRANTIES SHALL EXTEND ONLY TO THE FIRST PURCHASER OF GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED. Corpro does not warrant that the use or sale of the Goods will not infringe on any U.S. or other patents covering the product itself of the use thereof in combination with other products or the operation of any process.

10. Reliance on Buyer's Representations. Corpro shall be entitled to rely on representations made by or on behalf of Buyer that all conditions necessary for the proper installation or performance of the Goods or Services or Corpro Products have been satisfied, except to the extent Corpro is specifically contracted to make such determination. Corpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Buyer to satisfy such conditions, Buyer's failure to advise of existing site conditions affecting the Goods or Services (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by Buyer.

11. Technical Assistance. At Buyer's request, Corpro may, in its discretion, furnish technical assistance and information with respect to the Goods. CORRPRO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CORRPRO OR ITS PERSONNEL. ANY SUGGESTIONS BY CORRPRO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE GOODS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO.

12. Confidentiality. All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Corpro to Buyer related to any order for Goods or Services are the confidential and proprietary information of Corpro. Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Corpro's confidential and proprietary information to any third parties, or use

Corpro's confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.

13. Force Majeure. If Corpro is delayed at any time by the acts or omissions of Buyer, Change Orders, or any Force Majeure, then the period of performance of Services shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay on Corpro's costs. "Force Majeure" means circumstances beyond Corpro's reasonable control, including acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, arrests, civil disturbances, acts of any governmental or local authority, and any other acts and causes not within Corpro's control, whether foreseeable or not. If Corpro is unable for any reason to supply the total demands for Goods specified in the Agreement, Corpro may allocate its viable supply among any or all purchasers on such basis as Corpro may deem fair and practical, without liability for any failure of performance which may result therefrom.

14. Default; Termination. If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided in this Agreement or otherwise, or if Buyer fails to give prompt assurances of future performance when requested by Corpro, then Corpro may, on five (5) days' written notice to Buyer, declare Buyer to be in default and Corpro may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies Corpro may possess at law, in equity or as provided in these T&Cs. In addition to the remedies above, to the extent that (a) Corpro declares a default under this Paragraph 14, or (b) if the Agreement is terminated for any reason other than default by Corpro, Buyer agrees to pay Corpro for any (i) Services performed and Goods installed or delivered to date of termination, (ii) Goods ordered which cannot be terminated, and (iii) all costs associated with demobilizing equipment and personnel. All costs recovered shall include overhead or profit on costs.

15. Hazardous Material. Corpro is not responsible for the discovery of any hazardous material at the site where Services are to be performed. In the event Corpro discovers hazardous material, Corpro will promptly notify Buyer. Corpro is not obligated to commence or continue providing Services until all hazardous material discovered at the place of performance has been removed, remediated, or determined to be harmless. If Corpro incurs additional costs or is delayed due to the presence or remediation of hazardous material, Corpro is entitled to an equitable adjustment in both the Agreement's price and the time for performance. In no event shall Corpro be liable to Buyer or any third party for any hazardous material existing at the place of performance, or brought onto said premises by any third party. Hazardous material includes any substance or material identified currently or in the future as hazardous under applicable laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

16. Release of Liability for Buried Pipelines. If necessary for the performance of Services, Corpro will contact the appropriate jurisdictional authority to identify and locate any buried public utilities at least seventy-two (72) hours prior to commencing Services on site. Corpro will also attempt to locate any buried metallic piping prior to commencing Services on the site. Buyer will provide Corpro with accurate, dimensioned, reliable site piping and utility plans ("as-built site drawings") which depict, at a minimum, the precise location of all underground storage tanks and all below ground fuel, vent, air, water, or natural gas piping and electrical/instrumentation conduits (collectively "below-ground hazards") at least three (3) days in advance of the date Corpro is to commence Services at the site. If Buyer fails to provide as-built site drawings, or if any as-built site drawings provided by Buyer are inaccurate or fail to identify the location of all below-ground hazards, Buyer agrees that Corpro will not be liable to Buyer for any damages, liabilities or claims arising from damage to any below-ground hazard or a release of petroleum products or other hazardous material, in the course of Corpro's performance of the Services, including any such damages caused by the negligence of Corpro or its employees. In addition, Buyer will indemnify and hold Corpro harmless from any such damages, liabilities or claims made by third parties, including governmental agencies.

17. Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORRPRO AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENT ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE WORK, BUYER WILL NOT HOLD CORRPRO RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.

18. Insurance. Corpro shall maintain the following insurance policies and limits: commercial general liability insurance with limits of \$2,000,000 per occurrence/\$4,000,000 per-project aggregate, automobile liability with combined single limits of \$2,000,000 per occurrence, workers' compensation/employer's liability with limits of \$1,000,000/\$1,000,000/\$1,000,000, contractor's pollution liability with \$5,000,000 per pollution event and professional liability with \$5,000,000 limits. Such insurance shall be subject to the coverage provisions, limitations of liability, and other terms and conditions contained in the applicable policies. Buyer agrees to waive any rights of subrogation against Corpro on behalf of itself and its insurers. Upon written request Corpro will provide to Buyer a certificate evidencing such insurance.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BUYER AGREES THAT ANY RECOURSE AGAINST CORRPRO UNDER THIS AGREEMENT OR RELATED TO CORRPRO'S PROVISION OF GOODS OR SERVICES HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO CORRPRO UNDER THIS AGREEMENT. IN NO EVENT SHALL CORRPRO OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF CORRPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF CORRPRO IN CONNECTION THEREWITH.

20. Governing Law; Venue; Dispute Resolution. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Texas (USA), excluding any conflicts of laws principles which would direct application of the substantive law of another jurisdiction. Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, shall be finally settled in the district court for the Southern District of Texas or the Harris County District Court, both located in Houston, Texas. Each party agrees to personal jurisdiction in these courts. In any litigation proceeding pursuant to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees, and other expenses in connection with such proceeding. Neither the UNCITRAL Convention on Contracts for the International Sale of Goods nor the UNIDROIT Principals of International Commercial Contracts (last version published as of the date of this Agreement) shall apply to the validity, construction and performance of this Agreement.

21. Export Compliance. Corpro's Goods or Services are subject to U.S. export laws, rules, treaties, regulations, and international agreements (collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of Goods or Services. By purchasing the Goods or Services, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods or Services is restricted by the Export Laws.

22. Order of Precedence; Notice. If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the provisions of the documents will control in the following order: (a) provisions stated in the Sales Document; (b) these T&Cs; and (c) any other contract documents. All notices

and communications required by this Agreement shall be delivered, in writing, to the Corpro address stated on the Sales Document.

23. Interpretation. Corpro and Buyer acknowledge this Agreement represents the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter of this Agreement, whether written or oral. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner. The failure of Corpro to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies Corpro may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of Corpro.

This **WARRANTY CERTIFICATE** is provided to the purchaser of Corpro's products and/or services and is subject to Corpro's terms and conditions applicable to such sale.

WARRANTY ON CORRPRO SERVICES

Corpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, each Corpro Service has been performed in accordance with Corpro's applicable specifications, procedures, and directions for such Corpro Service. As used in this warranty, "Corpro Service" means service provided by Corpro, its employees, and authorized subcontractors.

WARRANTY ON CORRPRO PRODUCTS

Corpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, Corpro Products will be free from defect in materials and workmanship. As used in this warranty, "Corpro Products" means only (a) products manufactured solely by Corpro and (b) components of cathodic protection systems installed as part of Corpro Services. Except as stated in the preceding sentence, Corpro does not warrant products manufactured or supplied by other parties, and purchaser shall be entitled to rely on the warranties, if any, only to the extent extended to purchaser by such other parties.

WARRANTY PERIOD

"Warranty Period" means (a) for Corpro Services and Corpro Products installed as part of Corpro Services, the one (1) year period beginning the date the applicable Corpro Services are completed; and (b) for Corpro Products not installed as part of Corpro Services, the ninety (90) day period beginning with the date of shipment from Corpro. The providing of Warranty Service does not extend or restart a new Warranty Period.

WARRANTY SERVICE

Claims arising out of the above warranties must be made in writing and delivered to the Corpro location which provided the Corpro Services or Corpro Products, or if such location has moved, to its new location or to Corpro's headquarters. As a condition to Corpro's obligations herein, the claimant must provide the warranty certificate and original invoice applicable to such Corpro Product or Corpro Service and shall set forth the specific circumstances of the claim in reasonable detail. Any claim not made within the applicable Warranty Period shall be conclusively deemed waived by claimant.

Corpro's obligation to honor its warranty on defective Corpro Services is in all cases limited to, at Corpro's sole option: 1) re-performing such Corpro Service, 2) performing additional Corpro Service, or 3) providing a refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corpro Service.

CORRPRO COMPANIES, INC. WARRANTY CERTIFICATE

Corpro's obligation to honor its warranty on defective Corpro Products is in all cases limited to, at Corpro's sole option: 1) repair or replacement of the defective Corpro Product or component thereof, or 2) providing a cash refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corpro Product. Replaced Corpro Products shall become the property of Corpro. Corpro shall not be liable for any expense incurred by purchaser in order to remedy any warranted defect.

RELIANCE ON PURCHASER'S REPRESENTATIONS

Corpro shall be entitled to rely on representations made by or on behalf of Purchaser that all conditions necessary for the proper installation or performance of Corpro Products, systems, materials, components and Corpro Services have been satisfied, except to the extent Corpro is specifically contracted to make such determination. Corpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Purchaser to satisfy such conditions, Purchaser's failure to advise of existing site conditions affecting the work (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by purchaser.

DAMAGE AND SUBSEQUENT EVENTS

Corpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Corpro Services or Corpro Products if the Corpro Products, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: 1) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corpro's written consent; 2) been damaged or abused; 3) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or 4) in the case of Corpro Products or Corpro Services, not been paid for in full.

NO RELIANCE ON OTHER STATEMENTS

This warranty is the sole warranty offered by Corpro. No statement or affirmation by or on behalf of Corpro by words or actions other than as set forth herein shall constitute a warranty, and Purchaser shall not be entitled to rely on any oral or written statement including those of any employee,

agent, or representative of Corpro as being part of the terms and conditions of this warranty or of doing business unless such statement is in writing signed by a vice president of Corpro.

RISK ALLOCATION

Corpro does not represent, warrant, or otherwise guarantee that any product, material, or system sold is failure proof. Corpro does not insure results and the prices charged reflect that an allocation of risk is being made. It is the responsibility of purchaser to maintain such insurance as is required under the circumstances.

LIMITATION OF LIABILITY/SOLE REMEDY

THE WARRANTIES PROVIDED ABOVE ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER AND SELLER EXPRESSLY AGREE THAT THIS WARRANTY SHALL SERVE AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS AND SERVICES PROVIDED BY CORRPRO, ITS EMPLOYEES OR AUTHORIZED SUBCONTRACTORS. IN NO EVENT WILL CORRPRO BE LIABLE TO PURCHASER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR, EXCEPT AS PROVIDED HEREIN, SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR OPPORTUNITIES) ARISING OUT OF OR IN ANY WAY RELATED TO THE PRODUCTS OR SERVICES SUPPLIED, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THE WARRANTIES CONTAINED HEREIN, OR PRODUCTS, MATERIALS, OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR HEREIN OR IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW. THE WARRANTY PROVIDED HEREIN SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

corpro[®]
An Aegion Company

Memorandum

DATE: February 21, 2024
TO: Board of Directors
FROM: Mimi Morris, General Manager
SUBJECT: General Manager's Report

IMPROVING CUSTOMER SERVICE

Tracking Communications: PRAs and General Questions received since the January 2024 meeting are attached.

Comprehensive Communications Strategy

The Communications Committee continued to work on a document that can govern an overall communication strategy for the District. The comprehensive strategy includes 15 specific communication areas like establishing goals and objectives, determining best communication channels, and ensuring a feedback mechanism for customers. The Communications Committee worked on the strategy at the February 8th meeting, but the edits to the document are still in process. Attached is a copy of the draft strategy provided at that meeting. The Committee meets again in March to finalize the document.

Customer Access

The District's reception area received some attention recently to increase the functionality and ADA Compliance of the service counter and the workspace for customer service staff. The work is 90% completed and is much brighter and more functional. Thank you to customers for their patience during the project.

DEVELOPING DISTRICT STAFF

Professional Certifications - Staff continues to take tests and get certifications for various aspects of the District's water operations. Robert Miller passed his Water 3 Certification last month. Attached is a chart showing the number of staff we have with various certifications. By law, as a T3 Water Treatment Plant and a Level 4 WW Plant, we must have at least one individual with a Water Grade 3 Certification and at least one individual with Wastewater Grade 4 certifications, which we currently have. We don't have a very deep bench so it is important that staff continue to increase their certifications.

Certifications Among Operations Staff				
Water Grade 1	Water Grade 2	Water Grade 3	Water Grade 4	
I	II	IIII	I	
WasteWater Grade 1	WasteWater Grade 2	WasteWater Grade 3	WasteWater Grade 4	WasteWater Grade 5
II	II		I	I
Distribution Grade 1	Distribution Grade 2	Distribution Grade 3	Distribution Grade 4	
I	V	II		
Collections Grade 1	Collections Grade 2			
0	II			
Lab Grade 1		BackFlow Certification		
I		I		

STRENGTHENING FINANCIAL POSITION

As I stated last month, an overarching goal of mine is to get the District back on a solid financial foundation which is accomplished through a variety of different steps. The most basic steps include closing out prior fiscal years, becoming compliant with annual audit obligations for those prior years, and building reserves for future needs. As we have been cleaning up the books, we have been dealing with five fiscal years – three prior years, the current year, and the budget year. This is extremely rare and overwhelming from an accounting perspective. Accordingly, it is with great relief that we have now closed 2020-21. With the closure of 20-21, we are down to only four fiscal years in play.

Additionally, all District responsibilities related to the 20-21 audit were handled several weeks ago and we received word today that the auditors are in the final stages of their final partner review and they expect the audit to be released by the end of next week. The final audit will be posted to the District’s website upon our receipt of it and we will go over the audit at the next Board meeting. This is a major milestone in righting the ship and I’m grateful to everyone for their tenacity and diligence in digging through the issues, but in particular to Susan Wren, Chris Funakoshi, and Mark Matulich!

Staff cannot rest on our laurels but must move on to the next two audits to continue to rebuild accurate and credible financial reports with integrity. Staff also remains dedicated to ensuring that resources are used in prudent ways through evaluating costs and determining needs and cost-effective approaches. Operating within the means of the District’s available resources results in savings that can build out reserves for future needs. The Grand Jury report indicated an imbalance in reserves of more than \$10 million. We will have a clearer picture of the current reserves as the last two remaining prior fiscal years are closed out.

Staff continue to work on the 24-25 Budget. We hope to have draft unit expenditure budgets by the February 29th Finance Committee meeting and draft service rates by the following month.

Mark will present details on our current year financial status.

ENSURING WATER QUALITY AND ACCESS

Staff continue to work to ensure water quality is high. The Integrated Water Master Plan is in the middle of its third phase and we look forward to sharing results and options with the Board at the April meeting and with the community at a subsequent Town Hall. Michael will present details on our Operations unit.

KEEPING THE ENTIRE RANCHO MURIETA COMMUNITY SAFE

I am personally very sad to report that Kelly Benitez accepted another position and his last day with the District was last Friday. Mr. Benitez began looking for another position following the failure of the 2022 measure for additional security funding. It was a pleasure to work with Mr. Benitez and he will be greatly missed. We appreciate his dedicated service to the District. We will be evaluating the security workload and resources to determine how to proceed with staffing. We hope to consider the use of additional or better technology to diminish the manual nature of some of the reporting. We should have a more complete picture of our next steps by early May.

GRAND JURY REPORT ANNIVERSARY

March 15th, 2024 marks one year since the release of the Sacramento County Grand Jury report which outlined a dozen findings and at least as many corresponding recommendations for the District. Staff are preparing a report on the progress made in the 12 months following publication of the report and we hope to have that ready by the March board meeting.

Report of Information Requests completed or in process to date

2 BOARD MEETING QUESTIONS

2 COMPLETED REQUESTS

ID	Name of Requester	Question or Request	Request Type	Date
2024.003	Richard Gehrs	Who will own Dash Cams RMA gives us? The District has purchased its own dash cam, the footage from which will be stored on a District server.	Board Meeting Question	2/5/2024
The District has purchased its own dash cam, the footage from which will be stored on a District server.				

ID	Name of Requester	Question or Request	Request Type	Date
2024.004	Richard Gehrs	Where will Dash Cam Footage be stored?	Board Meeting Question	2/5/2024
The District has purchased its own dash cam, the footage from which will be stored on a District server.				

2 PRAs

1 COMPLETED REQUESTS

ID	Name of Requester	Question or Request	Request Type	Date
2023.007	Mike Martel	What are the unfunded pension liabilities for all employees in the District?	PRA	2/1/2024
The OPEB Unfunded Liability was provided to the District in late January and shared with Mr. Martel and saved to the District website under Financials.				

1 IN PROCESS REQUESTS

ID	Name of Requester	Question or Request	Request Type
2024.002	Susan Kim Igo	Any incident and/or fire department records, 911 audio and CAD logs from October 5, 2023 at the Equestrian Center.	PRA

Rancho Murieta Community Services District

Draft Comprehensive Communications Strategy

1 Goals and Objectives:

- 1.1 Develop and maintain a system of open, honest, and positive communications with the community about services and issues.
- 1.2 Transition 80% of customers to ACH (electronic funds transfer) from paper checks by July 1, 2025.
- 1.3 Establish direct contact through email and texts with 100% of customers by December 31, 2024.

2 Identify Target Audience:

- 2.1 Our primary audience is community residents, local businesses, and the media.
- 2.2 Tailor our messages to resonate with each specific audience segment.

3 Key Messages:

- 3.1 Develop clear and concise messages that align with our objectives and review annually.
- 3.2 Ensure consistency in messaging across all communication channels
- 3.3 Monthly Topics: District Financial Condition, Water Quality and Quantity, Capital Improvements, Bill Payment Procedures, District Hours, Security/Gate Issues, and Special Events.
- 3.4 Special Topics, as needed: Responsible use of water, rules regarding waste separation and recycling; Share tips to promote safety, Share progress on various operational improvements, and efforts to increase environmental sustainability.

4 Communication Channels

- 4.1 Select appropriate channels based on target audience. Common channels:
 - Direct Communication: Email; Text
 - Website: Maintain an informative, user-friendly website with updates, FAQs, and resources.*
 - Social Media (Utilize platforms like Facebook/Instagram and maybe NextDoor until emails are being used for regular updates, tips, & community engagement)*
 - Newsletters (email or physical)*
 - Community Meetings: Host regular town hall meetings for face-to-face interaction.*
 - Educational Programs: Workshops, webinars, & seminars on conservation, waste management, & security*
 - Local Media (newspapers)*

5 Content Calendar:

- 5.1 Plan a content calendar to ensure regular communication; schedule specific calendar topics
- 5.2 Align content with events, holidays or specific initiatives

6 Engagement Initiatives:

- 6.1 Develop initiatives to encourage community participation
- 6.2 Consider contests, challenges, or community events to foster engagement

7 Feedback Mechanism

- 7.1 Establish a feedback mechanism to allow the community to provide input
- 7.2 Respond promptly to feedback and address concerns

8 Crisis Communication Plan:

- 8.1 Develop a plan for addressing crises or unexpected events
- 8.2 Outline key messages and communication channels during emergencies.
- 8.3 Collaborate with local schools, community groups, & businesses to amplify the reach of communication initiatives.
- 8.4 Partner with environmental organizations for joint events or awareness campaigns.

9 Partnerships and Collaborations:

- 9.1 Explore partnerships with local organizations or businesses to expand our reach.
- 9.2 Collaborate on events or initiatives that align with our objectives.

10 Metrics and Evaluation:

- 10.1 Define Key Performance Indicators (KPIs) to measure the success of our strategy
- 10.2 Regularly evaluate performance and make adjustments based on data

11 Budget Allocation:

- 11.1 Allocate resources for website maintenance, social media management, print materials, and event sponsorship
- 11.2 Prioritize channels that are most effective in reaching our target audience

12 Training and Development

- 12.1 Train staff to effectively communicate with the community.
- 12.2 Provide resources for ongoing professional development in communication strategies.

13 Consistent Branding

- 13.1 Maintain consistent branding across all communication materials
- 13.2 Use logos, colors, and fonts that represent the identity of the service district

14 Legal and Compliance Considerations:

- 14.1 Ensure that all communication complies with legal and compliance requirements.
- 14.2 Consider privacy and data protection issues

15 Regular Review and Adaptation

- 15.1 Schedule regular reviews of our communication strategy
- 15.2 Adapt our approach based on changing community needs, technological advancements, or other relevant factors.

MEMORANDUM

Date: February 21, 2024
To: Board of Directors
From: Mark Matulich, Director of Finance and Administration
Subject: December Finance Report

FINANCIAL REPORTS:

Staff presented the year-to-date (through January 31, 2024) financial report in an updated format to the Finance Committee. The updated format was based on feedback and recommendations from the Finance Committee and splits the financial presentation into the following four segments: (1) Results from operations, (2) Non-operating results, (3) Capital contributions, and (4) Capital expenditures. This presentation distinguishes on-going operations from capital improvements, debt service, and reserves.

As of January 31, 2024, operating revenues exceeded operating expenses by approximately \$580k. Operating revenues are on budget. Cost management is a priority of the District in FY 23-24 and this is evidenced by YTD operating expenses which are approximately 10% below budget. Savings like this are important to the success of the District and will ultimately help fund capital improvement projects and build reserves.

When reviewing year-to-date results, it is important to note that operating expenses could fluctuate due to seasonality. The remaining budget on CIP projects amounted to \$1,795,936 as of January 31, 2024.

BUDGET:

The FY 24-25 budget is in process and meetings with each operational area have occurred to inform development of the budget which will include a report on developer deposits and a capital improvement plan (CIP). Staff hope to present a draft budget to the Finance Committee on February 29th.

AUDIT:

The District's external auditors reported they are working on the final presentation of the audited financial statements for FY 20-21 and expect they will be completed within the next week.

Staff are preparing to begin work on the FY 21-22 and FY 22-23 audits.

RANCHO MURIETA CSD
BUDGET TO ACTUAL REPORT
As of January 31, 2024
All Funds

	Budget 2023-2024	100 Admin	200 Water	250 Wastwater	260 Drainage	400 Solid Waste	500 Security	Total Year to Date	% of Budget	Remaining Budget 2023-2024
Operating Revenue										
Residential fees	7,151,819	-	1,506,276	996,811	113,867	817,564	737,500	4,172,019	58%	2,979,800
Commercial fees	978,610	-	257,402	109,055	17,158	-	149,388	533,004	54%	445,606
Late fees and penalties	38,100	-	-	-	-	-	-	-	0%	38,100
Other charges	130,820	-	17,142	-	-	-	1,050	18,192	14%	112,628
Total operating revenue	8,299,349	-	1,780,820	1,105,866	131,025	817,564	887,938	4,723,214	57%	3,576,135
Operating Expenses										
Salaries	2,956,858	423,818	353,380	332,054	13,491	-	475,936	1,598,678	54%	1,358,180
Benefits and pension	1,440,066	185,007	136,456	107,658	11,934	-	162,409	603,465	42%	836,601
Insurance	41,081	-	53,772	47,508	-	-	47,508	148,789	362%	(107,708)
Professional services	873,100	170,566	24,732	20,740	6,996	-	1,170	224,204	26%	648,896
Materials and supplies	500,700	9,885	68,090	41,200	-	-	403	119,579	24%	381,121
Maintenance and repairs	638,100	35,263	186,723	111,027	1,696	-	31,346	366,055	57%	272,045
Contract sub-hauler	1,259,167	-	-	-	-	718,080	-	718,080	57%	541,087
County surcharge	94,176	-	-	-	-	45,228	-	45,228	48%	48,948
Utilities	440,000	18,592	101,403	45,635	2,123	-	24,180	191,933	44%	248,067
Other expenses	541,830	72,251	12,364	35,139	-	-	7,714	127,468	24%	414,362
Total operating expenses	8,785,078	915,383	936,919	740,962	36,241	763,308	750,666	4,143,479	47%	4,641,599
Budgeted expenses by fund YTD	58%	1,193,680	1,444,230	812,412	129,322	813,414	731,572	5,124,629		
Budgeted expenses by fund FY 23-24	100%	2,046,308	2,475,822	1,392,706	221,694	1,394,424	1,254,124	8,785,078		
Net Income (Loss) from Operations before Allocation of Admin Overhead										
	(485,729)	(915,383)	843,901	364,904	94,785	54,256	137,272	579,735		
Allocation of admin overhead		915,383	(475,999)	(247,153)	(27,461)	(36,615)	(128,154)	-		
Indirect cost rate (ICR# 2)			52%	27%	3%	4%	14%	100%		
Net Income (Loss) from Operations										
	(485,729)	-	367,902	117,751	67,323	17,641	9,119	579,735		
Non-operating Revenue (Expenses):										
Property tax assessments	818,000	-	247,917	165,083	35,000	-	29,167	477,167	58%	340,833
Interest and investment earnings	45,350	-	72,237	52,784	7,936	3,949	10,620	147,526	325%	(102,176)
Water plant debt	159,651	-	-	-	-	-	-	-		
Water plant debt	(159,651)	-	-	-	-	-	-	-		(159,651)
Total Non-operating Revenue (Expense)	863,350	-	320,154	217,867	42,936	3,949	39,787	624,693	72%	79,006
Net Income (Loss) Before Capital Contributions	377,621	-	688,056	335,618	110,259	21,590	48,906	1,204,428		
Capital Contributions										
Capital replacement reserve fees	896,280	-	267,410	285,705	-	-	-	553,115	62%	343,165
Debt reserve fees	196,400	-	109,791	-	-	-	-	109,791	56%	86,609
Water augmentation fees	324,862	-	127,947	-	-	-	-	127,947	39%	196,915
Capital improvement fees	226,570	-	37,277	51,907	-	-	-	89,184	39%	137,386
Security impact fees	3,888	-	-	-	-	-	1,422	1,422	37%	2,466
Total Capital Contributions	1,648,000	-	542,426	337,612	-	-	1,422	881,460	53%	766,540
Total Net Income (Loss)	2,025,621	-	1,230,481	673,229	110,259	21,590	50,328	2,085,888		
Capital Expenditures										
Water and rate studies	600,000	-	159,299	18,641	-	-	-	177,940	30%	422,060
Capital improvement	1,708,251	-	62,117	272,153	105	-	-	334,375	20%	1,373,876
Total Capital Expenditures	2,308,251	-	221,416	290,794	105	-	-	512,315	22%	1,795,936
Total Results from Operations	(282,630)	-	1,009,066	382,435	110,154	21,590	50,328	1,573,573		

Revenue and Expense per Budget Presentation

Total Budgeted Revenue (All Categories)	10,970,350
Total Budgeted Expense and CIP	11,252,980
Total Results from Operations	(282,630)

MEMORANDUM

Date: February 21, 2024
To: Board of Directors
From: Mimi Morris, General Manager
Subject: Security Update Report for January 2024

Kelly Benitez accepted a promotional opportunity and his last day with the District was February 16th. The District greatly appreciates Mr. Benitez' two and a half years of diligent service to the District. Mr. Benitez had a calm and capable presence that was a great addition to the Community. He was well-respected and admired by those who worked with and for him. The Staff and Directors are thankful for his work with the District and wish him all the best in his new opportunity.

UPDATES

- Gate Officers: 8 full-time and 3 part-time
- Patrol Officers: 3 full-time 3 vacancies
- 93 Patrol shifts in January covered, 27 shifts not covered due to illness/vacation
- Fleet Update (2) Toyota Trucks and (1) Ford Ranger
- Two CSD Dash Cameras installed in the Toyota Trucks to assist with documenting stop sign violations

Rancho Murieta Association activity:

We continue to work with the RMA Leadership regularly. Our focus is to improve our level of service and have positive contact with residents. The following list is the current focus of our meetings.

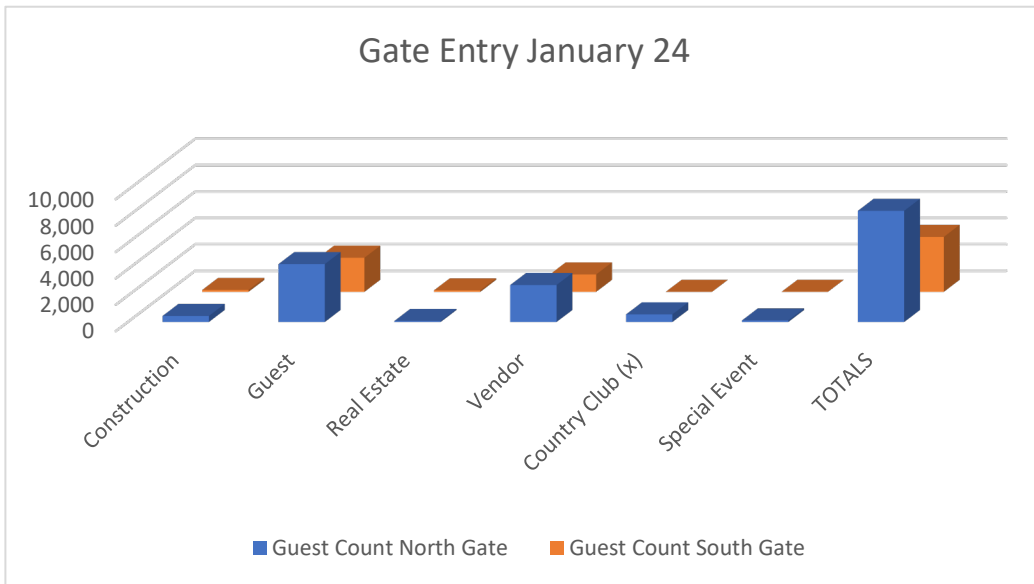
- General non-arch rules enforcement (see Violation Summary Report): continued to attend RMA Compliance meetings
- Met with both Compliance Officers (Day assistance)

Gate Entries by Type

January 1 - 31, 2024

Pass Type	Guest Count North Gate	Guest Count South Gate	Count by Pass Type
Construction	459	144	603
Guest	4,386	2,581	6,967
Real Estate	78	114	192
Vendor	2,802	1,320	4,122
Country Club (x)	579	0	579
Special Event	120	4	124
TOTALS	8,424	4,163	12,587

Prior Month Totals: 10,924 4,750 15,674

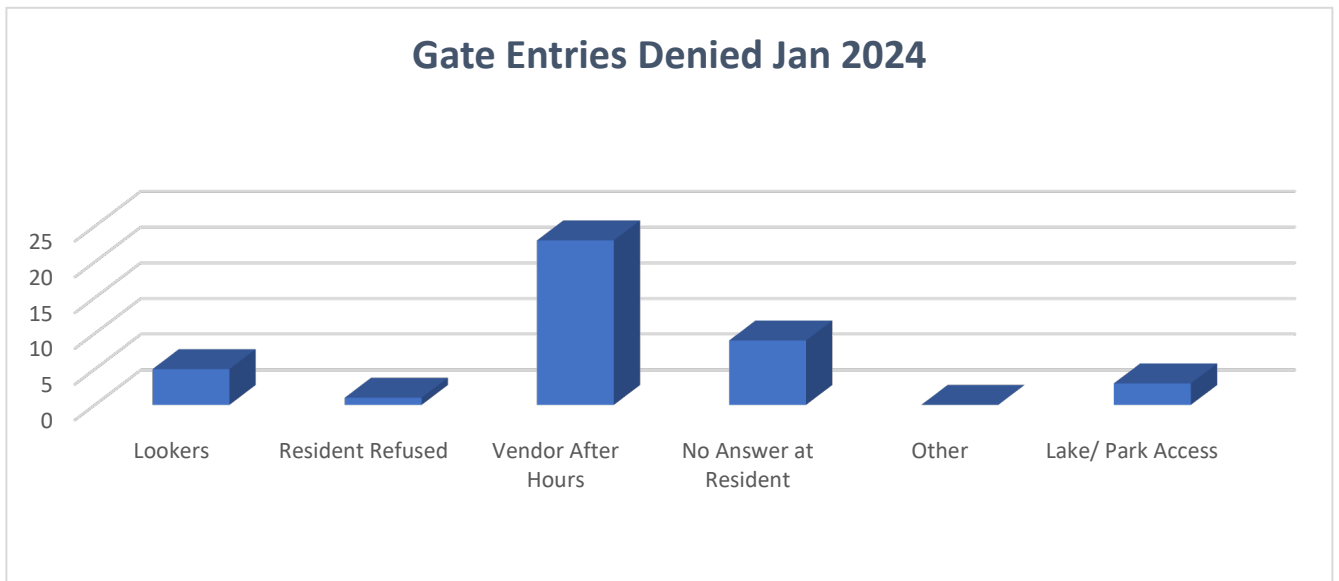


Gate Entries Denied

January 1-31, 2024

	Lookers	Resident Refused	Vendor After Hours	No Answer at Resident	Other	Lake/ Park Access	TOTAL
All Gates	5	1	23	9	0	3	41

Prior Month Totals: 7 3 64 9 7 6 96



Report of Information Requests completed or in process to date

2 BOARD MEETING QUESTIONS

2 COMPLETED REQUESTS

ID	Name of Requester	Question or Request	Request Type	Date
2024.003	Richard Gehrs	Who will own Dash Cams RMA gives us? The District has purchased its own dash cam, the footage from which will be stored on a District server.	Board Meeting Question	2/5/2024
The District has purchased its own dash cam, the footage from which will be stored on a District server.				

ID	Name of Requester	Question or Request	Request Type	Date
2024.004	Richard Gehrs	Where will Dash Cam Footage be stored?	Board Meeting Question	2/5/2024
The District has purchased its own dash cam, the footage from which will be stored on a District server.				

2 PRAs

1 COMPLETED REQUESTS

ID	Name of Requester	Question or Request	Request Type	Date
2023.007	Mike Martel	What are the unfunded pension liabilities for all employees in the District?	PRA	2/1/2024
The OPEB Unfunded Liability was provided to the District in late January and shared with Mr. Martel and saved to the District website under Financials.				

1 IN PROCESS REQUESTS

ID	Name of Requester	Question or Request	Request Type
2024.002	Susan Kim Igo	Any incident and/or fire department records, 911 audio and CAD logs from October 5, 2023 at the Equestrian Center.	PRA



Rancho Murieta CSD Security

15160 Jackson Rd
Rancho Murieta, CA 95662

Cases - Breakdown by Type

ABANDONED DISABLED VEH	3
ALARM	3
ANIMAL COMPLAINT	3
BURGLARY	2
CITATION	27
EXTRA PATROL	13
FIRE	2
FOLLOW UP	3
GUN SHOTS	1
INTOXICATED PERSON	1
JUVENILE DELIQUENCY	7
LOST/FOUND PROPERTY	4
MISCELLANEOUS	7
PARKING	1
PATROL DETAIL	1
PETTY THEFT	1
REFUSED ENTRY	40
RESIDENT COMPLAINT	10
RMA RULE VIOLATION	1
SPEEDING COMPLAINT	2
SUSPICIOUS ACTIVITY	1
SUSPICIOUS PERSON	1
SUSPICIOUS VEHICLE	2
TRESPASSING	2
VANDALISM	1

VEHICLE ACCIDENT	2
WATER LEAK	1
WEATHER RELATED	1
Total	143



MEMORANDUM

Date: February 21, 2024
To: Board of Directors
From: Michael Fritschi, P.E. Director of Operations
Subject: January Utility Report

WATER

Water Treatment Facility

Plant 1 is in operation and is currently producing potable water at a rate of 1 million gallons per day. Plant 2 is currently offline. Operations will be switching to utilizing Plant 2 in early March to facilitate winter maintenance of Plant 1. Staff is working on removing sludge from drying beds to facilitate this switch.

Water Consumption

As of January 31, 2024, the total potable water production for 2024 is 70.3 acre-ft.

Raw Water Storage & Delivery

The total water currently stored between Clementia, Chesbro, and Calero is 3999 acre-ft as of February 7, 2024. The District began pumping from the Cosumnes on the 6th of November and has pumped a season total of 1124 acre-ft as of January 31, 2024.

Table 1. Current water and wastewater storage as of February 7, 2024

	acre-ft February	acre-ft full	%full
Clementia Storage	940.6	907.1	103.70%
Chesbro Storage	913.6	1027.0	89%
Calero Storage	2145.1	2323.3	92%
Total of all Raw Water Reservoirs	3999.3	4257.4	94%
Wastewater Storage Reservoir available for production	306.5	796.3	38%

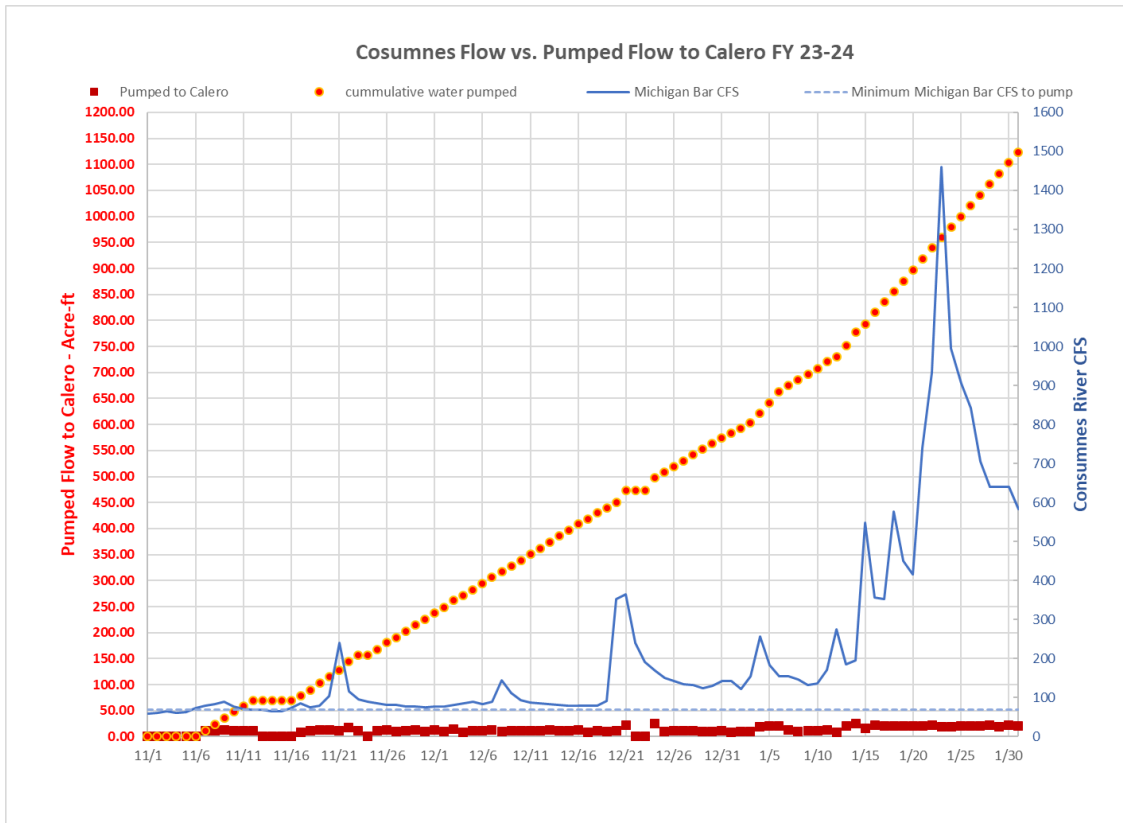


Figure 1. Cumulative Raw Water Pumping and Cosumnes River Flow

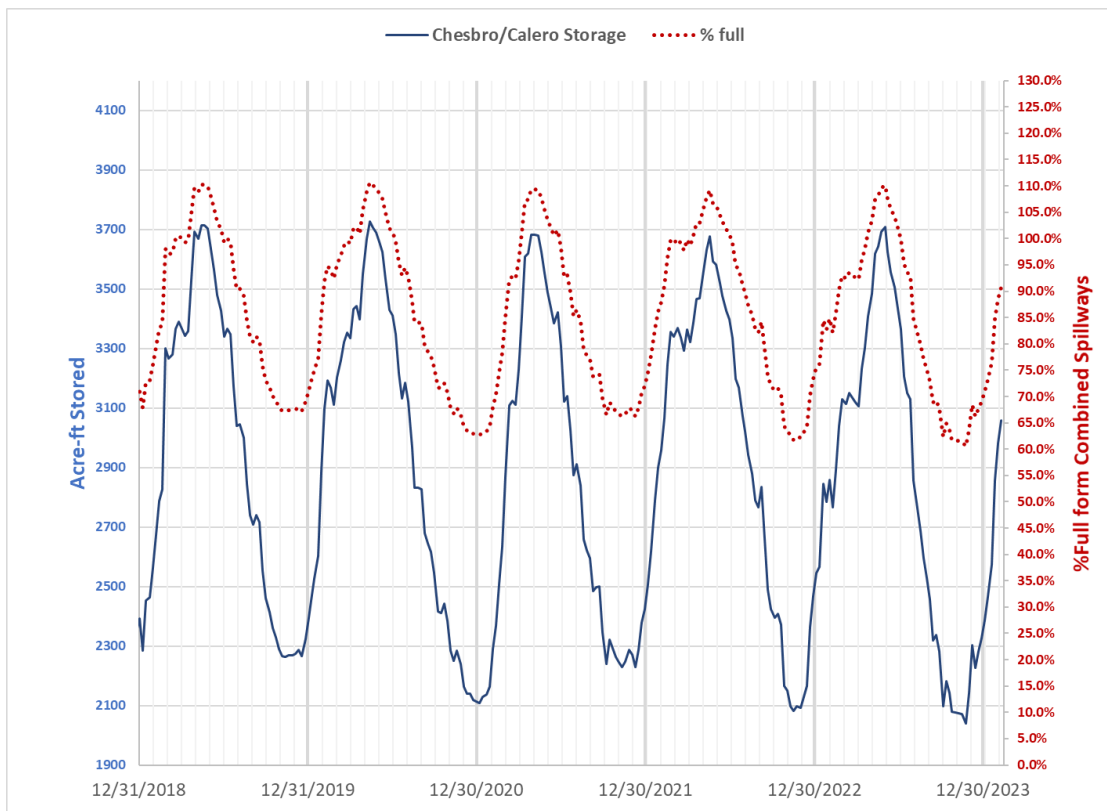


Figure 2. Five-year Combined Chesbro / Calero Storage Curves

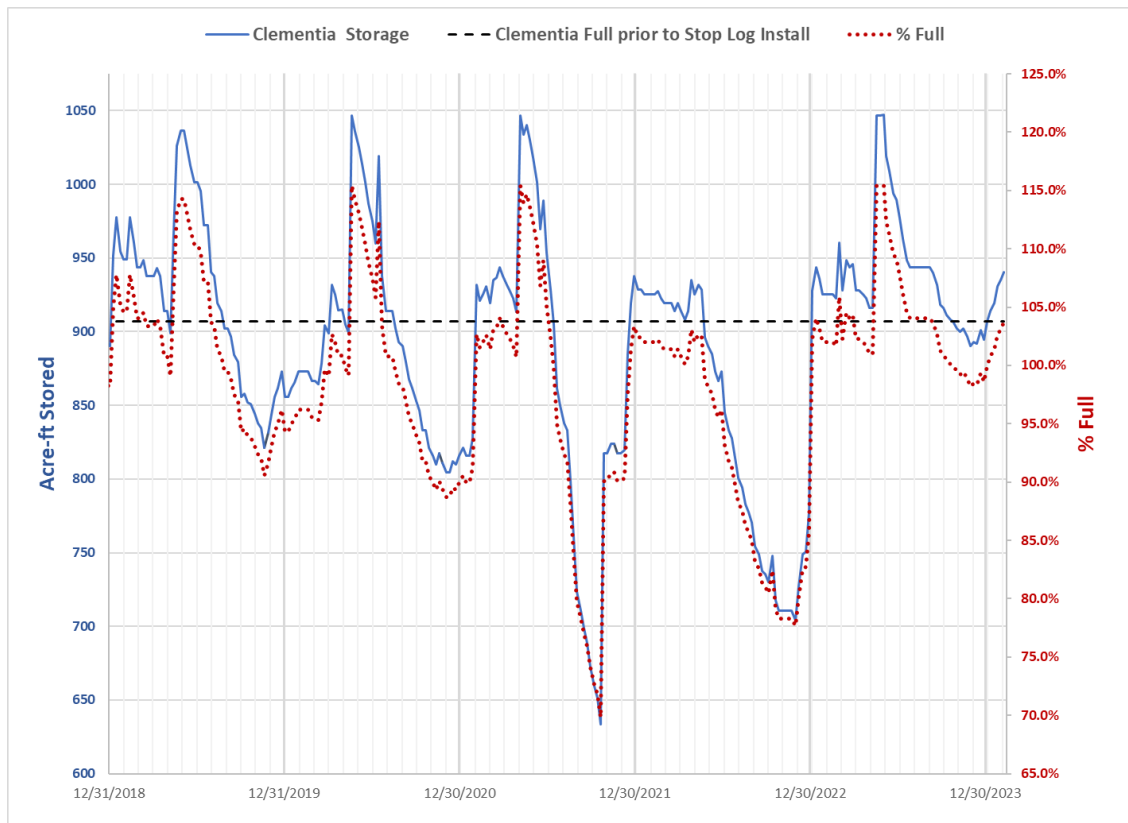


Figure 3. Five-year Clementia Storage Curves

SEWER

Wastewater Facility

The tertiary process of the wastewater facility is currently offline for the season. The current average influent flow to the wastewater facility for January was 0.46 million gallons per day.

UTILITY CREW WORK

- 1) The utilities crew completed 10 work orders in the month of January. Tyler work orders are for final reads, rebates, meter swaps request, issues with homeowner water usage concerns, and water lock offs/restoration of water service.
- 2) The utility crew completed seven field markings for 811 USA locations.
- 3) Four homeowners called for water related issues from high water usage, water leaks and high-water bills. Three calls were for high water usage. Two calls were contacted with water leaks to repair. One of the calls had high usage with no leak indicated at meter. One call was for water pressure and staff found that their faucet screens were plugged.
- 4) Three water service lines were replaced due to leaks in the month of January.
- 5) Seven water meters were replaced in January along with eleven smart point sending units.
- 6) The drainage system was inspected twice in January in units 1, 2, 3 & 4. Inspection includes removing debris from ditches and observing drainage to be free and clear.
- 7) The Chesbro Protection Ditch was cleared.
- 8) Utilities staff spent several days removing sludge from the water plant and moving it to the wastewater plant.

- 9) Three weeks were spent on the remodeling of the front office area. A big thank you goes out to Utilities staff for all their work and especially Gabe DeVault and Ron Greenfield who spent a lot of time deconstructing, constructing, and putting things back together.

Work to be conducted:

1. Two water leaks need to be repaired, one in the north and one in the south.
2. Electrical work at basin 5 (Lost Lake) dig trenches for electrical work.
3. Ground new meter for airport.
4. Perform condition assessment on sewer main, Lateral 'E' between Via Del Cerrito and Camino De Luna in common area.
5. District will need to work with Murieta Plaza to upgrade the fire service backflow device due to being out of compliance with new regulations. They are preparing to start with one that services the building by the Day Care. Staff have reached out to Sacramento County Environmental Management Department for support with this item.

FY 23-24 Capital Improvements Program (CIP) update

Information for capital projects has been updated for the current fiscal year 23-24. The attached matrix has been created to track and maintain the status of projects.

Integrated Water Master Plan (IWMP) Update

The IWMP team is working on the final phase of the plan including the scenario model, the third phase of the StoryMap, and the resulting capital improvements analysis. The team is working on scheduling the final milestone events. The final milestones include:

1. **Board Presentation of Model Scenario** – IWMP Team will present the scenario model to the Board. The Board will have the opportunity to ask questions or model additional outcomes. Tentative date of March 20th, 2024 (March board meeting).
2. **Townhall Meeting of Model Results** – IWMP Team will present Scenario Model outcome results to the Townhall attendees. Tentative date of March 21st, 2024 – evening.
3. **Capital Improvements Meeting** – IWMP Team will present to the Board the resulting anticipated IWMP capital improvements based on the outcome of the scenario model. Tentative date of April 17th, 2024 (April board meeting).
4. **Draft Plan Acceptance Meeting** – IWMP Team will present the draft IWMP to the Board. Tentative date of June 19th, 2024 (June board meeting).
5. **Adopt Final IWMP** – Board to review and adopt final IWMP. Tentative date of July 17, 2024 (July board meeting).

SB 170 Projects Update

The SB170 funded projects were discussed at the last improvements meeting. The original 2021 state grant of \$1.3 million was intended to cover 100% of the total project costs of \$1.3 million. Costs have increased to \$3.04 million, based on recent estimates. Staff is concerned that delays in moving forward will result in increasing costs which could potentially jeopardize the District's ability to utilize the funding within a reasonable time frame.

The original funding was granted through SB 170, Budget Act of 2021, formalized through an agreement completed in July 13, 2022, and all grant proceeds were received in full in November of 2022. As of January 31, 2024, two of the three projects have been designed and are ready to

be released to the competitive bid process. The third project has been completed to the preliminary design stage.

The two projects that are ready for construction are:

Project #1: the Water Treatment Plant's conversion from chlorine gas to liquid bleach and

Project #2: the safety improvements at the Granlees Dam.

Project #3: Wastewater Treatment Plant's conversion from chlorine gas to liquid bleach, is in the design stage.

A brief explanation of the three projects follows:

Project #1: Water Treatment Chlorine to Sodium Hypochlorite (NaOCl) Replacement project.

The original 2021 cost estimate for this project was \$360,100, the updated total project cost is estimated at \$836,700. To date \$199,000 has been spent and the cost to complete the project is estimated at \$637,700. The original SB 170 allocation of \$360,100 for this project requires District funding of \$278,000 to complete the project. The District could potentially cover the \$278,000 funding shortfall through an even allocation of the expense to the water improvement and water replacement reserves.

Project #2: Granlees Safety Rehabilitation

The original cost estimate for this project was \$174,200, the updated total project cost is estimated at \$932,000. To date \$77,000 has been spent and the cost to complete the project is estimated at \$856,000. The original SB 170 allocation of \$174,200 for this project requires District funding of \$682,000 to complete the project. The District could cover the \$682,000 funding shortfall with water improvement and water replacement reserves at 15% and 85%, respectively.

Project #3: Wastewater Treatment Facility Chlorine to Sodium Hypochlorite (NaOCl) Replacement project - This project has reached the end of the preliminary design phase and has entered the design process. It is estimated that the project design will be completed and be ready to be released to bid in late May-early June.

It was decided at the last preliminary design meeting to move forward with the design to include the replacement of the chlorine contact tank as a part of the original disinfection upgrade. Once the design is completed, the design will be released for bid for the hypochlorite improvements and a separate alternate bid will be solicited for the contact tank improvements. The lowest cost opinion for the chlorine contact tank rehabilitation at the preliminary level is estimated at \$2.125 million. The cost opinion at the preliminary level to complete construction of the hypochlorite improvements alone is estimated at \$1.05 million. Both project components are estimated to total \$3.175 million in construction costs.

It was noted that the most inherent and immediate need of the two project components was to get the hypochlorite improvements completed, and that if the alternate bid comes in at a reasonable cost and the District has the funds to move forward with both project components, it could at that time. Likewise, if the contact tank improvements are not completed at the time

of the hypochlorite portion of the project, the design would be ready for putting out to bid as funds became available.

The original 2021 cost estimate for this project was \$765,700, the updated total project cost of the hypochlorite project is estimated at \$1.273 million. To date \$73,000 has been spent and the cost to complete the hypochlorite project is estimated at \$1.2 million. The original SB 170 allocation of \$765,700 for this project requires District funding of \$435,000 to complete the project. The District could cover the \$435,000 shortfall through an even allocation of the expense to the sewer improvement and sewer replacement reserves.

Table 2. Estimated Total Project Costs and Funds Spent to Date

CIP #	Project Name	Spent to date Engineering	Engineering & Inspection Fees to project completion	Estimated Construction Cost	Project Status	current % complete	Estimated total project cost
23-10-01	WTP Chlorine to NaOCl replacement	\$ 199,042	\$ 47,668	\$ 590,000	Updated electrical sheets in process. Updated Opinion of Probable Construction Cost. Ready to bid	30%	\$ 836,710
23-04-01	Granlees Safety Rehabilitation	\$ 76,567	\$ 21,813	\$ 834,000	In process of bid preparation	35%	\$ 932,380
23-14-02	WWTF Chlorine to NaOCl replacement (Contact Tank Rehab not included)	\$ 72,907	\$ 150,161	\$ 1,050,000	Completed preliminary design analysis. Some preliminary work completed in FY 22-23. Design has begun.	10%	\$ 1,273,068
	total	\$ 348,516	\$ 219,642	\$ 2,474,000		total	\$ 3,042,158

Table 3. Remaining Cost to Complete SB 170 Allocation and District Allocation

	Remaining cost to complete	SB 170 Allocation *	Remaining cost to District	Envisioned Capital Funding Allocation			
				Improvement %	Improvement portion	Replacement %	Replacement portion
WTP Chlorine to NaOCl replacement - note 1	\$ 637,668	\$ 360,100	\$ 277,568	50%	\$ 138,784	50%	\$ 138,784
Granlees Safety Rehabilitation - note 2	\$ 855,813	\$ 174,200	\$ 681,613	15%	\$ 102,242	85%	\$ 579,371
WWTF Chlorine to NaOCl - note 1	\$ 1,200,161	\$ 765,700	\$ 434,461	50%	\$ 217,230	50%	\$ 217,230
total	\$ 2,693,642	\$ 1,300,000	\$ 1,393,642		\$ 458,256		\$ 935,386

* there is flexibility in allocating SB 170 money between SB 170 projects

note 1 - The introduction of a new disinfectant could potentially be classified as an improvement with some minor increase in capacity and improvements to ancillary systems such as lighting and chemical storage, the remainder would be considered a equipment replacement

note 2 - There are some minor improvements considered to the roof and intake of the forebay, however a larger portion of this project is considered replacement of infrastructure.

Water Improvements	\$ 241,026						
Water Replacement	\$ 718,155						
Sewer Improvements	\$ 217,230						
Sewer Replacement	\$ 217,230						
total	\$ 1,393,642						

Next Steps with SB 170 Projects

Per direction of the Improvements Committee, staff plan to put the Granlees project out to bid to determine the market rate of construction of this project and proceed to completion with both hypochlorite designs. Should the Granlees project come in within a reasonable price, staff will recommend acceptance of the bid at the following Board meeting. If the Granlees project bid comes in as estimated, the total cost of the Granlees project and the designs of both hypochlorite improvements would total an estimated \$1.389 million, approximately \$90,000 over the SB 170 funding level of \$1.3 million.

Table 4. Estimated total of full Granlees Project Cost and both NaOCl design costs

CIP #	Project Name	Spent to date Engineering	Remaining Design Fees	Estimated Construction Cost
23-10-01	WTP Chlorine to NaOCl replacement	\$ 199,042	\$ 6,000	\$ -
23-04-01	Granlees Safety Rehabilitation	\$ 76,567	\$ 39,351	\$ 834,000
23-14-02	WWTF Chlorine to NaOCl replacement (Contact Tank Rehab not included)	\$ 72,907	\$ 161,239	\$ -
	total	\$ 348,516	\$ 206,589	\$ 834,000
	Total Granlees Project and NaOCl design costs	\$ 1,389,105		

DEVELOPMENT

Retreats North & East – Per recent discussions with the developer, the Lift station 6B improvements will begin in early June of this year based on the electrical panel availability.

Residence of Murieta Hills East & West – The District has reviewed the drainage, sewer, and grading plans and will be providing comments to the developer. The District assisted in the installation of a sewer flow meter to measure existing sewer conditions of the sewer trunk that would potentially be tied into for the development.

Riverview Phase 2 – No update

Murieta Gardens Commercial – No Update

CIP MATRIX FY 23-24 as of February 21, 2024

Project Number	Project Name	Original Project Budget	Revised Project Estimate	Current Budget Estimate	TOTAL PROJECT SPENDING				% Spent from current est.
					Prior Year(s)	Current Year	Spent to Date	Balance	
WATER (200)									-
23-04-01	Granlees Safety Rehabilitation	\$ 822,000	\$ 932,380	\$ 932,380	\$ 45,309	\$ 31,258	\$ 76,567	855,813	8.2%
23-06-01	Rio Oso Improvement Study	\$ 61,000		\$ 61,000	\$ -	\$ 465	\$ 465	60,535	0.8%
23-10-01	WTP Chlorine to NaOCl Replacement	\$ 700,000	\$ 836,710	\$ 836,710	\$ 181,550	\$ 17,493	\$ 199,042	637,668	23.8%
23-20-01	*Integrated Water Master Plan (INCLUDED IN OPE	\$ 200,000	\$ 408,369	\$ 408,369	\$ 138,038	\$ 157,709	\$ 295,748	112,621	72.4%
24-200-01	Water portion of CIP/5-year rate study (INCLUDED	\$ 225,000		\$ 225,000	\$ -	\$ 15,556	\$ 15,556	209,444	6.9%
24-200-03	Water GIS Updates	\$ 25,000		\$ 25,000	\$ -	\$ 7,275	\$ 7,275	17,725	29.1%
24-200-04	Water Condition Assessment	\$ 30,000		\$ 30,000	\$ -	\$ -	\$ -	30,000	0.0%
W.WATER (250)									
23-11-02	Complete Lift Station Generator Projectes	\$ 450,000		\$ 450,000	\$ 9,123	\$ 13,673	\$ 22,795	427,205	5.1%
23-11-02	Complete Lift Station Rehabilitation Projects	\$ 300,000		\$ 300,000	\$ 47,230	\$ 166,920	\$ 214,150	85,851	71.4%
23-14-02	Complete WWTF Chlorine to NaOCl & Contact Tar	\$ 1,400,000	\$ 1,273,068	\$ 1,273,068	\$ 58,114	\$ 14,793	\$ 72,907	1,200,161	5.7%
24-250-01	Wastewater portion of CIP/5-year rate study	\$ 175,000		\$ 175,000	\$ -	\$ 15,556	\$ 15,556	159,444	8.9%
24-250-02	Wastewater GIS Updates	\$ 25,000		\$ 25,000	\$ 14,625	\$ 13,090	\$ 27,715	(2,715)	110.9%
24-250-03	Wastewater Condition Assessment	\$ 30,000		\$ 30,000	\$ 18,000	\$ -	\$ 18,000	12,000	60.0%
24-250-07	Main Lift North Pump Replacement	\$ 65,000		\$ 65,000	\$ -	\$ 71,775	\$ 71,775	(6,775)	110.4%
24-250-08	Main Lift North Roof Repair	\$ 15,000		\$ 15,000	\$ -	\$ -	\$ -	15,000	0.0%
SECURITY (250)									
23-19-03	Security Compound Replacement	\$ 250,000		\$ 250,000	\$ -	\$ -	\$ -	250,000	0%
TOTALS (Budget/Funds Remaining/Spending to Date)		\$ 4,773,000		\$ 5,101,527	\$ 511,988	\$ 525,563	\$ 1,037,551	4,063,976	

Approved Budget \$ 4,773,000

*Board approved changes to project budget \$ 208,369

Adjusted CIP Budget FY 23-24 4,981,369

*In March of 2023, Board approved ratifying the IWMP contract amount of \$295,000 and to ammend the contract by \$40,737 for a total of \$335,737. In August of 2023, contract ammendment #2 was approved for \$72,632 to bring the total budget to \$408,369.

Rancho Murieta Community Services District

March

Board/Committee Meeting Schedule

February 29, 2024

Finance 9:00 a.m.

March 5, 2024

Improvements 8:00 a.m.

TBD

Communications & Technology 8:30 a.m.

March 20, 2024

Regular Board Meeting - Open Session 5:00 p.m.



All meetings will be held in person at the District Office: 15160 Jackson Rd.

Amelia Wilder

From: Richard Gehrs <rgehrs@outlook.com>
Sent: Monday, February 12, 2024 10:10 AM
To: Tim Maybee; Stephen Booth; Linda Butler; Randy Jenco; Martin Pohl
Cc: Melinda Morris; Amelia Wilder
Subject: CSD urgently needs a policy for security dash cams

CSD urgently needs a policy which will apply to the dash camera which will be installed in a CSD security vehicle.

The CSD security department is charging forward with plans to obtain and install a dash camera. Furthermore, the security department is planning on uploading the videos from this camera to an RMA-controlled server.

CSD does have policies which apply to ALL other security videos and the intent of these policies is clearly to restrict access to the videos.

CSD has policies related to Body-Worn Cameras (Policy #P2021-02) and District Surveillance Cameras (Policy #P2021-05). Although one might think that the District Surveillance Camera policy might apply to Dash cams, it does not based on the actual wording of the policy.

Both policies use identical language and clearly state: "*Data captured by the [body-worn camera/District surveillance cameras] is an official District record and shall be treated in the same manner as reports and evidence. All access to the system will be logged and subject to a compliance audit at any time. Access to the system is permitted on the right to know and need to know basis. Only employees authorized under this policy may review video according to the provisions of this policy.*"

There is no reason that the video from a dash cam in a security vehicle should be treated any differently than the other security videos and the pending action of the security department demonstrates the immediate need for a policy.

-- Richard Gehrs

MEMORANDUM OF UNDERSTANDING
between the
RANCHO MURIETA COMMUNITY SERVICES DISTRICT
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3, AFL-CIO

General Unit

~~January 1~~ February 24, 2024 to December 31, ~~2023~~ 2026

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2024-2026 Memorandum of Understanding
between the
RANCHO MURIETA COMMUNITY SERVICES DISTRICT
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3, AFL-CIO

GENERAL UNIT

ARTICLE I PARTIES

This Agreement is entered into _____ by and between the Rancho Murieta Community Services District (hereinafter referred to as "Employer" or "District") and the International Union of Operating Engineers Union Local No. 3, AFL-CIO (hereinafter referred to as "Union").

Unless otherwise defined, all references to "days" shall mean calendar days.

ARTICLE II AUTHORIZED AGENTS

For the purpose of administering the terms and provision of this Agreement the following agents or his/her designee has been identified:

- A. District's principal authorized agent shall be: General Manager
Rancho Murieta Community Services District
P.O. Box 1050
Rancho Murieta, CA 95683
- B. Union's principal authorized agent shall be: Business Representative
Operating Engineers Union Local No. 3, AFL-CIO 1916 North Broadway
Stockton, CA 95205

ARTICLE III RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all regular full- time and part-time employees (over 20 hours/week) in the General Unit of the Rancho Murieta Community Services District, excluding all management, supervisory, confidential, and independent contractor employees. See Attachment A for a list of the employee classifications within the General Unity bargaining unit and covered by this Agreement. "Employee" means an employee within the General Unity bargaining unit.

ARTICLE IV DISTRICT RIGHTS AND RESPONSIBILITIES

District retains all of its lawful rights, powers and authority, except as expressly limited by specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority of the District, include, but are not limited to the following: to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or eliminate budgeted positions, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force, and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to determine the content of job classifications; to set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to require employees to undergo testing for drugs and alcohol; pursuant to Addendum C of the Operating Engineers 3 Master Labor Agreement (dated 2023-2026 excluding Section VII (D) Permissive Testing: Unannounced Random Testing (see Attachment B) to

determine the type and scope of work to be performed by District employees and the services to be provided; to classify positions; to establish initial salaries of new classifications after notification of the Union; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

ARTICLE V UNION RIGHTS

- A. Union Access.** Union staff members shall be allowed to contact employees on District facilities or job sites before and after working hours and during duty-free unpaid work hours. The use of email to set up and confirm meetings is allowed. Union staff members shall have access to District facilities while representing unit members in meetings with management or for other purposes when specifically approved by District management in advance for each instance. The parties shall comply with Government Code sections 3555 – 3559 concerning Union communications with District employees.
- B. Dues Deduction.** With signed authorization, the District will provide deductions for Union dues and Credit Union accounts. The parties shall comply with Government Code sections 1150-1159 concerning Union-related salary and wage deductions.
- C. Indemnify and Defend.** The Union shall indemnify, defend, and hold the District harmless against any claim made and against any suit initiated against the District on account of check off or deduction of Union dues, premiums or Credit Union payments or deposits.
- D. Union Membership**
1. The District and the Union recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal affirmative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights. The parties shall comply with Government Code sections 3550 - 3553 concerning restrictions on public employers deterring or discouraging Union membership.
 2. Accordingly, membership in the Union shall not be compulsory. A unit member has the right to choose to become a member of the Union.

ARTICLE VI PROBATIONARY PERIOD

- A. Initial Probation.** Upon initial appointment, all employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without prior notice, cause or right of appeal.
- B. Promotional Probation.** Upon promotion to a different classification with a higher salary schedule, an employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without prior notice, cause, or right of appeal provided the employee had successfully completed a probationary period in the previous class, otherwise, the employee shall be terminated from District service.
- C. Extension of Probationary Period.** Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence.

ARTICLE VII HOURS

- A. Work Hours.** Except in emergencies, the work ~~week~~ of full-time employees shall normally ~~either~~ consist of ~~five (5) days of~~ eight (8) ~~days of~~ nine (9) hours each ~~and one (1) day of~~ eight (8) hours, ~~,~~ or ten (10) days of eight (8) hours each or eight (8) days of ten (10) hours each exclusive of a meal period ~~[for a total of eighty (80) hours per pay period]~~. Persons who are part of 24/7 coverage may be assigned to work a straight ~~eight~~ nine (9)-hour, ~~eight (8) hours, or~~ ten (10)

hours, corresponding with their regular schedule shift including a meal period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice. Other work schedules (including 10/8/80 or 48/10/80) may be implemented by the District at its sole discretion upon fourteen (14) days prior notice to affected employees. Any return to the standard 5/8 schedule shall remain at the sole discretion of the District management and may be implemented upon fourteen (14) days prior notice to the affected employees. Shift schedules for Security staff shall be posted at least fourteen (14) days in advance of the starting date of the schedule. Employees may be rescheduled within that period because of unplanned absences.

B. Rest Periods. When practical, employees shall be granted a ten (10) minute paid rest period during each half work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early.

ARTICLE VIII COMPENSATION AND BENEFITS

A. Wages and Adjustments.

1. Effective with the pay period in which that starts January 1 February 24, 2021 2024 falls, a three and one half five and one half percent (3-5.5%) salary range increase for all represented classifications.
2. Effective with the pay period in which January 1, 2022 2025 falls, a three two and a one - half percent (2.5-5%) salary range increase for all represented classifications.
3. Effective with the pay period in which January 1, 2023 2026 falls, three a two - and one - half percent (3 2.5%) salary range increase for all represented classifications.
The employee wage schedule for 2024-23 2024-26 is shown on Attachment A.
4. PERs Contribution by Classic PERS Employees. Effective the pay period in
4. which starting with January 1 February 24, 2024 2024 falls, all represented PERS Classic Employees shall continue to contribute the current seven percent (7%) Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.
5. PERS Contribution by PEPRA PERS Employees. Effective the pay period in which starting with January 1 February 24, 2024 2024 falls, all represented PERS PEPRA Employees shall continue to contribute the current six and one quarter percent (6 7.75%) PEPRA PERS Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.

The District reserves the right to adjust wages and wage ranges to accomplish recruitment and retention goals as determined by the Board.

1. An eligible employee shall move from one step to the next higher wage schedule step within the assigned range after receiving an annual evaluation by his/her supervisor/manager that indicates the employee received an overall standard rating (at least 100 points) for that position during the previous year. An employee who is determined to have not met standards during the previous year shall not be eligible for any step increase for a period of three (3) months at which time the employee's performance shall be re- evaluated and if found to meet standard on an overall basis, shall be granted a step increase prospectively.
2. On promotion to a higher job classification, the employee shall be placed at the step on the higher wage range that provides for at least a five percent (5%) increase in pay.
(5%) increase in pay.

B. Shift Differential. The District provides a \$7.00 per shift differential for each normally assigned shift worked by an employee that covers the hours between 12:01 a.m. and 6:00 a.m.

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C. Certificate Pay.

Certificate pay is capped at five percent (5%) for Represented Utility Worker and Plant Operator classifications.

1. **Additional Certificates.** Effective January 1, 2015, additional certificates for Plant Operator classifications shall be limited to Treatment Plant Operator certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Plant Operators shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

Effective January 1, 2015, additional certificates for Utility Worker classifications shall be limited to distribution certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Utility Workers shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

2. **Training Officer Pay.** Any Security Gate or Security Patrol Officer specifically designated by the District as a "Training Officer" shall receive an additional five percent (5%) above their base pay while training new Security employees.

D. Paid Benefits

1. **Health and Supplemental Insurances.** The District will continue to contribute eighty percent (80%) of the total cost for dental, vision, life, long term disability and health insurance (based on the cost of the ~~least-expensive~~ Kaiser HMO plan available that year) for full-time active employees and their dependents.

The District will continue to contribute eighty percent (80%) of the cost for health insurance (based on the cost of the ~~least-expensive~~ Kaiser HMO plan available that year) for full-time retired represented employees and their dependents.

The District will cover 100% of vision, life and long term disability for full-time active represented employees and their dependents and full-time retired represented employees and their dependents.

2. **Opting Out of Medical Coverage.** Eligible employees opting out of medical coverage who show proof of similar coverage shall receive a flat ~~\$350~~ 400.00 per month for the period not utilizing District-sponsored medical insurance.
3. **Postretirement Health Benefits - Medical Vesting.** Post-retirement health benefits provided to employees hired on or after January 1, 2016, shall be provided in accordance with Government Code Section 22893.
4. **Less than Full Time Employees.** No paid benefits are provided.
5. **Waiting Period.** Benefits eligibility shall be governed by provider contracts with the District for full-time regular employees and shall begin after satisfactory completion of one (1) month of the probationary period.

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E. Incentive Pay

1. **Education Incentive Pay.** The District shall pay \$500 (one time, lump sum) to any employee who is awarded an associate academic degree by an accredited college or university and \$1,000 (one time, lump sum) to any employee who is awarded a bachelor academic degree by an accredited college or university; however, this incentive pay will be paid only for associate and bachelor degrees awarded after the employee has been employed by the District for at least six months. Education incentive pay shall not apply to any employee whose current District job description requires the degree being awarded.

2. **Longevity Pay.** The District shall pay ~~\$1,000~~ (a one time, lump sum) bonus to any employee who is employed by the District for ~~15 years. The District shall pay \$1~~ the following terms:

30 Years \$3,500

25 Years \$3,000

20 Years \$2,500

15 Years \$2,000 ~~(one time, lump sum) to any employee who is employed by the District for 25 years.~~

10 Years \$1,500

2- The payment will be made in the month following the employee's ~~10, 15-year, 20, 25~~ or ~~25~~30 year anniversary of employment. An employee who already has been employed ~~for 15 years or 25 years~~ any of these milestones, at the time of the effective date of this provision shall not be entitled to longevity pay for the prior ~~15-year or 25-year anniversary~~ periods.

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ARTICLE IX OVERTIME

A. Definitions

1. **Overtime.** The use of overtime is discouraged. Except in emergencies, all overtime must be authorized in advance by the General Manager or his/her designee. Under the 9/8/80 work week every other week is a 44-hour week. For unit positions, any hours worked which exceed forty-four

1. (40 (44) hours per week shall be considered overtime. Unauthorized overtime worked may subject an employee to disciplinary action. The District shall designate work week or work period for federal Fair Labor Standards Act (FLSA) purposes as necessary.

2. **Hours Worked.** Those hours during which the employee actually works for the District or during his/her normal work week is observing one of those holidays listed in Article XIII. A.1-8 of this MOU.

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B. Overtime Compensation. Employees who have actually worked over forty ~~(40-four (44) hours during a work week shall receive pay at one and one-half times the employee's regular rate of pay for all hours in excess of forty (40-four (44) hours. When hours worked combined with other paid time off exceeds forty (40-four (44) hours per week, the employee shall receive overtime for those hours beyond forty (40-four (44) at the employee's regular rate of pay. Any hours worked past the daily scheduled shift shall be paid as overtime.~~

Employees who work under the 10/8/80 and 4/10/80 work schedule who have actually worked over forty (40) hours during a work week shall receive pay at one and one-half times the employee's regular rate of pay for all hours in excess of forty (40) hours. When hours worked combined with other paid time off exceeds forty (40) hours per week, the employee shall receive overtime for those hours beyond forty (40) at the employee's regular rate of pay. Any hours worked past the daily scheduled shift shall be paid as overtime.

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ARTICLE X STANDBY DUTY AND CALL BACK

A. Standby

1. Standby duty is defined as that circumstance which requires the employee so assigned by the District to:
 - a. Be ready to respond in a reasonable time to calls for her/his service;
 - b. Be readily available at all hours by telephone or other communication devices; and
 - c. Refrain from activities which might impair her/his assigned duties upon call.
2. Standby duty shall be assigned in writing and shall be compensated at the rate of \$60.00 per day of such assignment.

B. Call Back

1. **Definition.** An employee who is required by the District to return to work after the work shift or work week has ended and the employee has left the work location shall be deemed "called back" for purposes of this section.
2. **Minimum.** All employees called back shall be paid a minimum of two (2) hours at one and one-half times the employee's regular rate or for time actually worked, whichever is greater.

ARTICLE XI VACATION LEAVE

- A. Accrual.** All full-time employees shall accrue vacation leave credits for each regular hour paid based on the schedule below. Part-time workers who are assigned to at least twenty (20) hours per week shall also earn vacation on a pro rata basis.

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B. Schedule of Accrual.

Years of Continuous Service	Hours Accrued/ hour paid per Hour Paid	Maximum Hour of Accrual/ Accruals per Year	Maximum Accrual Limit
Years 1 - 4 - <u>2</u>	0.03846 <u>0463</u>	80 <u>96</u>	
Years 5 - 10 - <u>4</u>	0.0577 <u>0616</u>	420 <u>128</u>	
Year 11	0.0615	128	
Year 12	0.0654	136	
Year 13	0.0692	144	
Year 14 <u>5 - 10</u>	0.0731	152	<u>400</u> <u>Applies to</u>
Year 15	0.0769	160	
Year 16	0.0808	168	
Year 17 <u>11 - 14</u>	0.0846 <u>0847</u>	176	<u>All Employees</u>
Year 18	0.0885	184	
Year 19	0.0923	192	
Year 20 <u>15+</u>	0.0962	200	

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C. Payment on Separation. Employees who separate from District service shall be paid for accrued vacation leave.

D. Maximum Accrual. No employee shall be allowed to carry forward from one calendar year to the next more than ~~onefour~~ hundred ~~sixty~~ (~~160~~400) hours of accrued vacation leave ("Maximum Accrual Limit"). Once the Maximum Accrual Limit is reached, the employee shall stop accruing additional vacation leave until vacation leave is taken and accrued vacation leave is reduced below the Maximum Accrual Limit.

E. Scheduling. Employees may request vacation leave by signing up for dates with their Supervisor on the posted schedule by February 1 of each year and submitting an Employee Absence Request form. Supervisors shall only grant such requests when the District will not be adversely affected. Conflicts in requested vacation leaves shall be resolved in favor of the person with the greatest continuous length of service in his/her present classification. Persons who request vacation leave after February 1st will be limited to using open dates. All time off for vacation leave requires the approval of an Employee Absence Request form by the employee's Supervisor. The District may direct the use of vacation leave for persons who have reached the Maximum Accrual Limit and failed to take vacation leave within a reasonable period of time thereafter.

ARTICLEXII SICK LEAVE

A. Accrual. All employees who are employed on a regular full-time or regular part-time basis shall accrue sick leave credits on the basis of .04615 hours of sick leave for each regular hour paid to a

maximum of ninety-six (96) hours per year. Sick leave may accrue without limitation.

- B. **Catastrophic Illness or Injury.** All accrued sick leave may be used in the event of a catastrophic illness or injury.
- C. **Authorization for Usage.** Employees are authorized to use accrued sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in the event of an illness or death in the immediate family which requires the employee's presence.
- D. **Use of Sick Leave.** Sick leave must be accrued before taken or used. Up to forty-eight (48) hours per year may be used to care for sick immediate family members. A total of twenty-eight (28) hours of unscheduled personal sick leave use per year shall be considered the maximum which meets standard or better usage for performance evaluations. Consideration will be given to hospitalizations and severe illness or injuries.
- E. **Scheduled Vs. Unscheduled Sick Leave.** Sick leave shall be considered "unscheduled" when the employee provides less than twenty-four (24) hours' notice of their absence from work. However, in the event an employee becomes suddenly ill and that illness requires several days absence from work, the first day of related sick leave, if the employee provides less than twenty-four (24) hours' notice, shall be considered "unscheduled". The subsequent and related consecutive sick leave taken shall be considered "scheduled".
- F. **Evidence of Illness.** The District may require any employee who is absent due to illness or injury to be examined by the District's doctor at District's expense. At the District's discretion, satisfactory evidence of illness or injury for any period of absence may be required prior to the employees return to duty.

The District shall have the discretion to require the employee to present a physician's certificate upon his or her return to duty stating that the employee has fully recuperated from the illness and/or injury and has no physical limitations preventing the employee from performing his or her required job responsibilities. Until such a certificate is presented, the General Manager shall have the right to disallow the employee's return to work. In such cases, the employee shall continue to use accrued sick leave, if any, and after accrued sick leave is exhausted, shall be on authorized leave of absence without pay.

- G. **Sick Leave Retirement Benefit.** No employee shall be compensated directly for accrued but unused sick leave upon termination of employment; however, accrued sick leave may be converted to time worked for the purposes of retirement under the District's contract with PERS.

ARTICLE XIII HOLIDAYS

- A. **Paid Holidays for Regular Full-Time and Regular Part-Time Employees.** The following shall be paid holidays for eligible employees:
 - 1. New Year's Day
 - 2. President's Day (3rd Monday in February)
 - 3. Memorial Day (last Monday in May)
 - 4. Independence Day (July 4th)
 - 5. Labor Day (1st Monday in September)
 - 6. Thanksgiving Day (4th Thursday in November)
 - 7. Day after Thanksgiving
 - 8. Christmas Day
 - 9. Four personal holidays (see below)
- B. **Holiday Observance.** For employees regularly assigned to a five-day Monday through Friday work schedule recognized holidays which fall on a Saturday will be observed on a Friday; those falling on a Sunday will be observed on Monday. For all other employees, holidays will be observed on the actual declared holiday.

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- C. **Holiday Pay.** Eligible employees will receive holiday pay for up to ~~eight (8)~~nine (9) hours for each holiday.
- D. **Holidays Worked.** If an employee is required to work on an observed holiday, the employee shall receive holiday pay plus time and one-half for any hours worked on that holiday.
- E. **Personal Holidays.** Upon prior approval of his or her supervisor, a regular full-time or regular part-time employee who has completed the initial probationary period may take four (4) personal holidays with pay per calendar year. The employee must give his or her supervisor at least two (2) weeks advance notice and receive authorization before taking the personal holiday. All 9/8/80 employees will receive four (4) personal holidays of nine (9) hours per day. Any 10/8/80 employees will receive four (4) personal holidays of eight (8) hours per day. Any 8/10/80 employees will receive four (4) personal holidays of ten (10) hours per day.
- F. **Part-time Employees.** Regular part-time employees shall accrue and be paid for holidays in the same proportion as his or her working hours bear to the normal working hours of a full-time employee in a comparable position.

ARTICLE XIV LEAVE OF ABSENCE WITHOUT PAY (LWOP)

- A. **Eligibility.** Leave without pay may be granted to an employee who desires to return therefrom to District service and does not have vacation leave available.
- B. **Short-term LWOP.** Leave without pay of less than thirty (30) consecutive days may be granted by the General Manager.
- C. **Long-term LWOP.** Leave without pay for more than thirty (30) consecutive days may be granted by the Board of Directors. If granted, the employee shall retain his/her status as an employee at the pay step, leave and benefits accrued prior to the leave. However, no additional leave shall accrue nor shall the District provide any pay or benefits during the period of the leave. Anyone failing to return from leave on the first working day after the end of his/her leave and who has failed to receive permission for a finite time extension from the General Manager by that time, will be deemed to have abandoned his/her position and voluntarily resigned.

ARTICLE XV MISCELLANEOUS PROVISIONS

- A. **Patrol Officer Equipment.** All newly-hired Patrol Officers shall be provided with the following items of safety equipment:
 - a. Bianchi Accumold Nylon Gear (or similar)
 - 1. Duty Belt
 - 2. Handgun Holster
 - 3. Double Cuff Case
 - 4. Double Magazine Case
 - 5. Pepper Spray Case
 - 6. Baton Holder
 - 7. Belt Keepers (4)
 - 8. Flashlight Holder
 - 9. Radio Holder
 - 10. Handcuffs
 - 11. Pepper Spray
 - 12. Baton (ASP)

The above items shall remain the property of the District and shall be returned by the employee upon leaving employment.

- B. **Boots.** Effective January 1, 2015 uniform/safety boots will be provided as follows:
 - 1. Utility Worker: ~~All represented employees in the Utility Worker classifications the District will pay directly for boots/uniform~~ For all represented employees in the Utility Worker classifications the District will pay directly for boots/uniform

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~~classifications shall receive reimbursement for safety boots not to exceed~~ two (2) times per calendar year, at a maximum of \$200 per pair.

2. **Plant Operators:** For ~~A~~ all represented employees in the Plant Operator classifications ~~the District shall receive reimbursement for safety boots not to exceed one (1) time per calendar year, at a maximum of \$200 per pair.~~

3. **Patrol Officers:** For all represented employees in the Patrol Officer classifications ~~the District All will pay directly for boots/uniform~~ ~~represented employees in the Patrol Officer classification shall receive reimbursement for uniform boots not to exceed~~ **not to exceed** one (1) time per calendar year, at a maximum of \$150 per pair. The District will ~~reimburse Patrol Officers pay directly~~ for three (3) uniforms per year **for each Patrol Officer.**

4. **Gate Officers:** ~~All~~ For all represented employees in the Gate Officer classification, effective July 1, 2024, and then on or about July 1 each subsequent year, ~~the District will provide four new polo shirts~~ ~~represented employees in the Gate Officer classification shall receive reimbursement for uniform boots not to exceed one (1) time per calendar year, at a maximum of \$150 per pair. The District will reimburse Gate officers for three (3) uniforms per year~~ **Employees are responsible to provide their own clean intact pants and shoes (no rips or tears). Those employees currently in possession of District provided Security uniforms may wear them until December 31, 2025**

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ARTICLE XVI GRIEVANCE PROCEDURE

A. Definitions.

1. **Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of District Rights (Article IV.) shall not be subject to the grievance procedure. The grievance procedure shall not be used for (a) the resolution of any complaint concerning any disciplinary action except as provided in article XVII(E); (b) the resolution of any complaint concerning any aspect of the performance evaluation process; or (c) the resolution of any complaint relating to any concerted refusal to work.
2. **Grievant.** A grievant is an employee in the unit who is filing a grievance as defined above. Grievances that affect more than one employee in a substantially similar manner may be consolidated at the discretion of the District.
3. **Day.** For the purposes of this Article XVI, "day" shall mean a working day in which the District's main administrative office is open for business.

B. Process

1. **Informal Resolution.** When an employee has a complaint, the employee shall first informally discuss the matter with the employee's immediate supervisor within ten (10) days from the date of the incident or decision generating the grievance. If, after a discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the employee may file a formal grievance pursuant to subsection 2.
2. **Formal Levels**

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, he/she may, within five (5) days of the informal discussion, file a formal written grievance with his/her Department Head containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Department Head (or designee) shall, within five (5) days have a meeting with the grievant and within ten (10) days thereafter give a written decision to the grievant.

Level 2: If the grievant is not satisfied with the written decision from the Department Head, the grievant may, within five (5) days from the receipt of such decision, file a written appeal to the General Manager. Within ten (10) days of receipt of the written appeal, the General

Manager or his/her designee, shall investigate the grievance which may include meeting with the concerned parties. Within ten (10) days after the completion of the investigation, the General Manager shall give a written decision to the grievant.

Level 3: If the grievant is not satisfied with the written decision from the General Manager, the grievant may, within five (5) days from the receipt of such decision appeal to the District Board of Directors by filing a written notice of appeal with the District Secretary. The Board shall review the grievance and shall grant the grievance or deny the grievance. If permitted by state law, the Board may consider the grievance in closed session. The Board's action shall be final and binding. Its action shall be reported to District Management, the Grievant, and the Union.

C. General Provisions

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with a decision within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Grievance-related documents may be delivered or provided by email to the employee's District email address, by delivery via regular U.S. mail to the employee's residence address as shown on the District payroll records, or by personal delivery.

ARTICLE XVII DISCIPLINARY ACTION

- A. Basis for Disciplinary Action.** The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action may, in addition to the causes set forth in the Personnel Manual, be based upon any of the following grounds: failure to fully perform required duties, abuse of employer policies or rules, unexcused absences, misuse or abuse of District property or equipment, and commission of other acts which are incompatible with service to the public.
- B. Types of Discipline.** Three types of discipline are recognized for purposes of applying one of the procedures under this article, they are:
1. **Written Reprimands:** A reprimand, the details of which are committed to writing and placed in the employee's personnel file;
 2. **Short Suspensions:** Suspensions without pay for periods up to and including three (3) working days; and
 3. **Severe Disciplinary Action:** Suspensions without pay of four (4) days or longer, demotion, reduction in compensation, or discharge.
- C. Day.** For the purposes of this Article, "day" shall mean a day in which the District's main administrative office is open for business.
- D. Appeal from a Written Reprimand.** An employee receiving a written reprimand may, within five (5) days, appeal such action to the Department Head (or his or her designee) by timely filing a written notice of appeal with the Department Head (or his or her designee). Within five (5) days thereafter, the Department Head (or his designee) shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.
- E. Appeal from a Short Suspension.** An employee receiving a suspension without pay of one (1) through three (3) working days, shall be afforded the opportunity to clear him/herself through the first

two levels of the formal grievance procedure (Article XVI B.2.) by filing a formal written grievance with his/her Department Head within five (5) days of the alleged incident or receipt of Notice of the Proposed Disciplinary Action, whichever is later.

F. **Severe Disciplinary Action – Notice and Appeal.** An employee receiving a proposed suspension of four (4) working days or longer, demotion to an established classification with a lower maximum salary range, reduction in compensation, or discharge shall be notified of the charges and have the opportunities to appeal as described below:

1. **Notice.** The employee shall be advised in writing of proposed disciplinary action. The written statement shall contain:
 - a. A description of the events which necessitated the proposed severe disciplinary action;
 - b. A statement of the charges;
 - c. A statement of the proposed disciplinary action;
 - d. Notification that the employee may review or make copies of available materials leading to the severe discipline;
 - e. A statement of the employee's right to representation; and
 - f. The right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at a given time and place.
2. **Employee's Response.** An employee's opportunity to respond to the designated management representative is not intended to be an adversarial hearing. However, the employee may present witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in compensation, or discharge. The employee may be accompanied and represented by a person of his choice during this procedure. The limited nature of this response does not prevent management's representative from initiating further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline.
3. **Management Representative's Decision.** Following a review of a proposed disciplinary action by the designated management representative, the representative shall provide to the employee affected, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response (if any) and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.
 - a. This statement shall clearly inform the employee that he/she through the Union has the right, within five (5) days after receipt of this notice, to request in writing an appeal hearing before a hearing officer to contest the action of the management representative. The written notice of appeal must be filed by the Union with the District's General Manager. The notice of appeal must set forth the grounds or reasons for the appeal.
 - b. If, within the five (5) day appeal period the Union does not file a written notice of appeal, the action of the management representative shall be considered conclusive.
4. **Appeal from Management Representative's Determination.** If, within the five- day appeal period, the Union files such notice of appeal by giving to the General Manager written notice of appeal, then a time for an appeal hearing before a Hearing Officer shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. The parties may adjust these deadlines by mutual written consent. All interested parties shall be notified in writing of the date, time, and place of the hearing, at least five (5) days prior to the hearing.

- a. The Hearing Officer shall be selected by requesting a list of nine (9) labor arbitrators from the California Mediation and Conciliation Service and the parties shall follow that organization's selection procedure to select the hearing officer.
- b. All hearings shall be conducted in private.
- c. The hearing shall be conducted in a manner most conducive to determination of the truth.
- d. Each party shall have the right to be represented by counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
- e. The Hearing Officer shall determine whether to sustain, reject, or modify the action demoting, suspending, reducing compensation of, or discharging the employee.
- f. The Hearing Officer costs shall be divided equally between the District and the Union.
- g. The jurisdiction and authority of the Hearing Officer and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action as defined above. He/she shall have no authority to hear or decide issues of procedural or substantive arbitrability; to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Hearing Officer shall not hear or decide more than one (1) appeal at the same time without the mutual consent of the District and Union.
- h. The written award of the Hearing Officer on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the District.

G. Exclusive Procedure. This procedure shall be the exclusive procedure available to employees for disciplinary appeals. Discipline-related documents may be delivered or provided by email to the employee's District email address, by delivery via regular U.S. mail to the employee's residence address as shown on the District payroll records, or by personal delivery.

ARTICLE XVIII NO STRIKES OR LOCKOUTS

A. No Strikes.

During the term of this Agreement, neither the Union nor its agents, nor any employee, individually or collectively, shall call, sanction, support, or participate in any strike, work stoppage, picketing, sit-down, sickout, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services of operations, or with the movement or transportation of persons or goods to or from the Employer's premises.

The prohibitions of this Section A shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

The District will not lock out employees during the term of this Agreement with the intention of initiating a labor dispute.

B. Discipline.

Any employee who participates in any activity prohibited by Section A of this Article shall be subject to discharge or such less discipline as the Employer in its sole discretion shall determine without recourse to the grievance procedure; provided, however, that the employee shall have recourse to the grievance procedure as the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the person hearing the grievance.

C. Remedies for Breach.

The Employer and the Union shall be entitled to see all appropriate remedies, including but not limited to injunctive relief and damages, if Section A of this Article is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

ARTICLE XIX FULL UNDERSTANDING, MODIFICATION, AND WAIVER

A. Full Understanding

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

B. No Interim Bargaining.

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that except for changes from time to time in the District's Personnel Rules having to do with wages, benefits, and terms and conditions of employment which are within the scope of bargaining or as noted below in Article XX, Term, the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

C. Modification.

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made or signed in writing by all of the parties to this Agreement, and if required, approved, and implemented by the District's Board of Directors.

D. Waiver.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Regarding matters not covered by this Agreement, the Union agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in the District Rights Clause.

E. Status of Memorandum of Understanding.

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the District where conflict exists regarding a subject covered herein.

- F. **Prevailing Rights.** Except as otherwise provided in this MOU, the District Personnel Manual and District employment-related policies shall remain in full force and effect, and shall be complied with during the term of this MOU. If there is an irreconcilable conflict between a provision of this MOU and any of the foregoing documents, the MOU shall prevail. If there is an irreconcilable conflict between a provision of this MOU and any applicable federal or state law, the law shall prevail.

ARTICLE XX SAVINGS PROVISION

If any provision(s) of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XXI TERM OF AGREEMENT

- A. **Term.** The District and the Union agree that the term of this Agreement shall commence on ~~January 1, February 24, 2021~~ and expire in its entirety at midnight on December 31, 2023.
- B. **Reopener.** Either party may reopen this Agreement during the month of September 2023 by sending to the other a written notice exercising this option to negotiate a successor agreement.
- C. **Effective Date of Changes.** Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding the later of ~~January 1, February 24, 2021~~ or its formal adoption by the Board of Directors.

In acknowledgement of Agreement to this Memorandum of Understanding by the representatives of the parties, they have affixed their signatures below.

FOR THE DISTRICT:

FOR THE UNION:

~~Tom Hennig,~~
Mike DeAnda, Chief Negotiator
Chief Negotiator/General Manager

~~Darren Semore~~Melinda (Mimi) Morris.

Karen Hessler, Team Member

~~James Golas~~Cory Xavier, Team Member

Russ Burns, Business Manager

Dan Redding, President

Steve Ingersoll, Vice President

Jim Sullivan, Recording Corresponding Secretary

Justin Diston, Financial Secretary

Dave Harrison, Treasurer

Tim Neep, Director of Public Employees

Date

Date

Approved by the Rancho Murieta Community Services District Board of Directors

~~Timothy E. Maybee~~Timothy E. Maybee, Board President Date

Attachment A

Salary Schedule - Pending

OPERATING ENGINEERS
MASTER AGREEMENT (2023-2026)
ADDENDUM “C”
JOINT LABOR MANAGEMENT
SUBSTANCE ABUSE POLICY

OPERATING ENGINEERS MASTER AGREEMENT 2023-2026
ADDENDUM "C"
JOINT LABOR MANAGEMENT
SUBSTANCE ABUSE POLICY

I. INTRODUCTION

The Union and the Employer establish this Policy in order to provide the Individual Employer with a comprehensive substance abuse program, to provide Employees who abuse and/or are addicted to drugs, including alcohol, a means to receive treatment for their abuse and/or addiction, and to provide for a safe workplace. An Individual Employer is not obligated by this Agreement to have a substance abuse policy. Implementation of this Policy is not mandatory by any Individual Employer, but this Policy is the only policy the Individual Employer may implement for Employees. Once implemented, the Policy shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

An Individual Employer which is regulated by the United States Department of Transportation ("DOT") Code of Federal Regulation CFR 382 and 49 may elect not to implement the testing provisions of this Policy for its Employees who are not regulated by DOT.

II. NOTICE

- A. An Individual Employer must give written notice to the Union that it is implementing this Policy. The notice must be delivered in person, by certified mail or by FAX before it implements the Policy. A DOT regulated Individual Employer shall specifically notify the Union whether it is implementing the testing provisions of this Policy for its Employees who are not subject to DOT regulations. The notice shall be delivered to the Union at the following address:
- Operating Engineers Local Union No. 3
1620 South Loop Road
Alameda, CA 94502
(FAX: [510] 748-7401)
- B. The Individual Employer may not implement this Policy unless it subjects all management and supervisory employees to the same type of testing which is provided herein.
- C. An Individual Employer who has implemented this Policy shall advise the Union dispatchers with whom it places an order for Employees that it intends to drug test dispatched Employees. A test result shall not be set aside because an Individual Employer does not give such notice.
- D. An Individual Employer who implements this Policy shall provide written notice of this Policy to all Employees including those dispatched to it by the Union and shall provide each Employee with a copy of the Policy.
- E. Failure to give a form of notice as set forth in this section shall make any drug testing engaged in by the Individual Employer a violation of the Master Agreement and no results of any such test shall be relied upon to deny employment or pay or to discipline any Employee.

III. PURPOSE OF POLICY

- A. The Individual Employer and the Union are committed to providing a safe and productive work environment for Employees. The Employer, Individual Employer and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee's health affects attitude, effort, and job performance. The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased efficiency and increased risk of accidents and of injury. The Individual Employer and the Union therefore adopt this Policy. The intent of the Policy is threefold:
1. To maintain a safe, drug and alcohol free workplace;
 2. To maintain our work force at its maximum effectiveness; and
 3. To provide confidential referral to the Assistance & Recovery Program ("ARP") and to provide confidential treatment to those Employees who recognize they have a substance abuse problem and voluntarily seek treatment for it.
- B. In order to achieve these purposes, it is our primary goal to identify those Employees and refer them to professional counseling, and treatment *before* job performance has become a disciplinary problem. Employees are urged to use the services available through ARP. ARP will assist them and refer them to the appropriate treatment program.
1. Treatment for substance abuse and chemical dependency is provided under the Health and Welfare Plan, up to the limits described in the plans.
 2. An Employee shall be granted necessary leave of absence for treatment ARP recommends contingent upon signing a return-to-work agreement as provided for in Section XI.

IV. EDUCATION PROGRAM

The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse effect they have on Employees and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. The Individual Employer shall consult with ARP before it implements this policy so that ARP can provide education to the Individual Employer and its Employees. ARP shall continue to provide an educational program for the Individual Employer for their Employees and shall, to the maximum extent possible, train the Employees of Individual Employer who implement this Policy.

V. CONFIDENTIALITY

The Individual Employer will abide by all applicable State and Federal laws and regulations regarding confidentiality of medical records in any matter related to this Policy. The Individual Employer shall designate one of its management, supervisory or confidential employees to be its custodian of records and contact person for all matters related to this Policy. All such records shall be kept in a locked file which shall be labeled "confidential." Employee records related to this Policy shall not be kept in the Employee's personnel file.

All information from an Employee's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Employee. The results of a positive drug test shall not be released

until the results are confirmed. Every effort will be made to insure that all Employee issues related to this Policy will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

VI. TESTING

Testing for the presence of alcohol or controlled substances and/or their by-products in one's body may only be performed under the conditions set forth herein. All testing shall be done in accordance with the standards established by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), any successor agency, or any other agency of the federal government which has responsibility for establishing standards for drug testing. All such agencies shall be collectively referred to as "SAMHSA."

Chain of Custody. All SAMHSA standards for Chain of Custody will be adhered to. A specimen for which the SAMHSA standards are not complied with shall not be considered for any purpose under this Policy.

Laboratories. All laboratories which perform tests under this Policy shall be SAMHSA certified.

Testing Procedures and Protocols. All SAMHSA standards for testing standards and protocols shall be followed. All specimens which are determined to be positive by the SAMHSA approved screening test shall be subject to a SAMHSA certified confirmatory test (gas chromatography/mass spectrometry).

Second Test. The laboratory shall save a sufficient portion of each specimen in a manner approved by SAMHSA so that an Employee may have a second test performed. Immediately after the specimen is collected, it will be labeled and then initialed by the Employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the Employee's presence and the Employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. Any Employee whose specimen is tested positive and who challenges a test result may have the second portion of the sample tested at his/her expense and at a laboratory agreed upon by the Employee and the MRO so long as that laboratory is SAMHSA certified and has been or is approved by the parties and the Employee requests the second test within seventy-two (72) hours of notice of a positive result. If the second test is negative, the Employee will be considered to have been tested negative.

Cut-Off Levels. SAMHSA standards for cut-off levels will be complied with when applicable. The cut-off levels for both the screening and confirmatory tests shall be per Federal standards as determined by the U. S. Department of Health and Human Services ("DHHS"). Only tests which are positive pursuant to the SAMHSA standards shall be reported to the Medical Review Officer as positive. A .04 blood/alcohol level or above shall be considered to be positive.

Medical Review Officer. A Medical Review Officer ("MRO") shall verify all positive test results. The MRO must be a licensed physician. The MRO shall be a member of the American Society of Addictive Medicine ("ASAM") if available. If no ASAM members are available, the MRO shall be certified by the Medical Review Officers' Certification Council. The Union shall approve all MRO's. Upon verification of a positive test result, the Employer shall refer the affected Employee to ARP for assessment and referral to treatment, if appropriate.

Consent Form. Any Employee directed to submit to a test in accordance with this Policy will sign a consent and release form, a copy of which is attached hereto (Form "A"). The consent and release form will only authorize (1) the facility where the specimen is collected to collect the specimen, (2) the laboratory which performs the test to perform the test and to provide the results to the MRO, and, if negative, to the Individual Employer, and (3) the MRO to verify tests and report to the Individual Employer whether the test is positive or negative. The consent and release form shall notify the Employee that he/she may have a Union representative present if available.

The Employee may be disciplined if he/she refuses to sign the authorization if the Individual Employer has advised the Employee (1) he/she must sign it or he/she will be disciplined up to and including termination, (2) the release is limited as provided herein, (3) the Employee has a right to consult with a Union representative before signing the release and before submitting to the test. An Employee who believes the Individual Employer is improperly directing him/her to submit to a test may file a grievance under the Master Agreement. The test results will be disregarded if the Board of Adjustment or Arbitrator determines the Individual Employer was not authorized by this Policy to direct the Employee to submit to the test.

Substances to be Tested For. A specimen may be tested for alcohol, marijuana (THCA), opioids, cocaine, phencyclidines (PCP) and amphetamines, or the by-products of these substances. A specimen shall not be tested for anything else. If DOT revises its list of substances for which it requires Individual Employer to test, this Section will be revised to include those substances. The laboratory will report positive test results to the MRO. The MRO will verify whether the test is positive or negative. The MRO shall report to the Individual Employer whether the Employee tested positive or negative for one of these substances. The MRO will not identify the substance(s) for which the Employee tested positive unless specifically required to do so by DOT regulations.

Urine, Blood, or Breath Test. The Individual Employer may direct the Employee to submit to a urine test or at the Employee's request, a blood test for alcohol and/or other drugs, or a breath test for alcohol.

An Employee who is unable to provide a urine sample will be offered up to 40 ounces of water over a three hour period. It is not a refusal to test if the employee declines. If the employee is unable to provide a sufficient amount of urine the MRO will be notified and the employee will be directed to obtain, within 5 days, an evaluation from a licensed MRO approved physician. If there is no medical explanation, it is a refusal to test.

Notification to Employer of Test Results. The laboratory shall report negative test results to the Individual Employer. The laboratory will report positive test results to the MRO. The MRO will verify whether the test was positive or negative and will report the final results to the Individual Employer.

VII. TYPES OF PERMISSIVE TESTING

A. TIME OF DISPATCH TESTING

An Individual Employer may require an Employee to be tested for the presence in the Employee's body of one of the drugs or by-products thereof set forth above at the time the Employee is dispatched (on one of the first three (3) days of employment). It must test all Employees at the time they are dispatched if it tests any Employee. The Individual Employer shall put the Employee to work or pay the Employee pending the test results unless the Employee has been dispatched to a DOT regulated assignment and the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations or if it has probable cause to believe the Employee is impaired, intoxicated, or under the influence of a drug. The standards for probable cause are set forth below in Section B. If the Individual Employer does not allow an Employee to work pending the test results because it believes it has probable cause, it shall make the Employee whole for all lost wages and benefits if the Employee tests negative. Employees who test positive will be referred to ARP. The Individual Employer shall not be obligated to employ any such Employee after ARP releases the Employee to return to work but may employ such Employee under the terms of a return-to-work agreement. An Employee who refuses to submit to a drug/alcohol test when dispatched shall not be paid show-up time.

An Individual Employer may test Employees who are recalled from layoff as provided for in the Job Placement Regulations who have not worked for thirty (30) days. If the Individual Employer tests any

Employee who is recalled, it must test all such Employees. An Individual Employer may test all Employees at the time they are dispatched under this Section except for those who are recalled.

Time of Dispatch Screening by the Job Placement Center: The parties shall establish a joint committee to determine whether there is a feasible means by which the Job Placement Centers can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

B. PROBABLE CAUSE TESTING

An Individual Employer may require an Employee to submit to a drug test as provided for in this Policy if it has probable cause that the Employee is impaired, intoxicated, and/or under the influence of a drug. Probable cause must be based on a trained Management Representative's (preferably not in the bargaining unit) objective observations and must be based upon abnormal coordination, appearance, behavior, absenteeism, speech or odor. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substance and/or alcohol (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Probable cause may not be established, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The trained Management Representative's observations and conclusions must be confirmed by another trained Management Representative. The grounds for probable cause must be documented by the use of an Incident Report Form (see Form "B" attached). The Management Representative shall give the Employee a completed copy of this Incident Report Form and shall give the Union Representative, if present, a copy of the Incident Report Form before the Employee is required to be tested. After being given a copy of the Incident Report Form, the Employee shall be allowed enough time to read the entire document and to understand the reasons for the test.

The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before the explanation is required. If the Management Representative(s), after observing the Employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of or impaired by, drugs or alcohol, the Employee may be ordered to submit to a drug test.

The Individual Employer shall advise the Employee of his/her right to consult with a Union Representative (including a Steward) and allow the Employee to consult with a Union Representative before the Employee submits to the test, if the Union Representative is available.

Employees required to submit to a test under Section B will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

C. ACCIDENT TESTING

An Individual Employer shall require Employees who are directly, or indirectly, involved in work-related accidents involving property damage or bodily injury that requires medical care or work-related accidents which would likely result in property damage or bodily injury be subject to a test as provided herein. The innocent victims of an accident will not be subject to a test unless probable cause exists. The Individual Employer shall complete an Incident Report Form (see Form B attached) whenever it tests an Employee under this Section.

D. UNANNOUNCED RANDOM TESTING

~~An Individual Employer may initiate unannounced random testing, a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all Employees shall be subjected to such testing. The Individual Employer may establish two random testing pools; one for DOT regulated Employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to Employees that Employees will be subject to random testing. The Individual Employer shall give thirty (30) days' notice to the Union and Employees prior to implementing a random drug testing program. Intentionally Omitted.~~

E. DOT REGULATED EMPLOYEES

Notwithstanding any other provision of this Policy, the Individual Employer may require its Employees who are covered by the DOT drug and alcohol testing regulations to submit to testing as required by those regulations. Such testing will be conducted in strict accordance with the Regulations. The Individual Employer may discipline an Employee who tests positive as defined by the Regulations subject to Section XI, REHABILITATION/DISCIPLINE, of the Policy. ARP shall be the Substance Abuse Professional for all Employees. ARP, to the maximum extent possible, shall provide the mandated training to all Employees. Employees who are subject to DOT regulations who have a positive "pre-employment" test (as defined by the DOT regulations) will be paid show-up time only if the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations pending the test result. Employees who are tested under the DOT Regulations who are not allowed by those Regulations to continue to perform safety sensitive functions, as defined by the Regulations, shall be paid for hours worked.

F. OWNER/AWARDING AGENCY REQUIREMENTS

Whenever owner or awarding agency specifications require the Individual Employer to provide a drug-free workplace, the Union and the Employer or the Individual Employer shall incorporate such additional requirements herein. This Policy shall apply to all such testing.

G. QUICK TESTS

The parties agree to allow the Employers to use, on an individual basis, an oral or urine quick test approved by the bargaining parties as an effective low-cost tool for substance abuse screening for pre-hire, time of dispatch screening only. Testing procedures for the oral test (including the oral screen – OSR device) and the urine test shall be conducted in a manner consistent with the product manufacturer's specifications; in an effort to produce the most consistent and accurate results possible. Dispatched members who fail this saliva or urine test will be sent for standard urine testing. When the Individual Employer conducts the oral screen, a negative result may be accepted and the applicant may be put to work with no further testing required. A non-negative (inconclusive) result will subject the applicant to the Standard Procedures in this Agreement.

VIII. EMPLOYER REFERRALS

A decline in an Employee's job performance is often the first sign of a personal problem which may include substance abuse or chemical dependency. Supervisory personnel will be trained to identify signs of substance abuse, chemical dependency, and declining job performance. The Individual Employer may formally refer an Employee to ARP based upon documented declining job performance or other observations prior to testing under Section VII and/or disciplining the Employee.

IX. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Any such Employee shall be referred to ARP. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. ARP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

The Individual Employer shall offer an Employee affected by alcohol or drug dependence an unpaid medical Leave of Absence for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

X. PROHIBITED ACTIVITIES/DISCIPLINE

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell, or manufacture alcohol and/or any controlled substances as defined by law or have any measurable amount of any such substance or by-product thereof as defined in Section VI while on the Individual Employer's property or jobsite and/or while working for the Individual Employer unless the Employee has the Individual Employer's express permission to do so. An Employee shall not work while impaired, intoxicated or under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if the Employee's physician has released the Employee to work. An Employee who uses over-the-counter medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. Impairment caused by prescribed medication and/or over-the-counter medication does not constitute a violation. The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter medication from working while the Employee is impaired but may not discipline such an Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is subject to discipline as provided herein.

XI. REHABILITATION/DISCIPLINE

The Individual Employer may discipline an Employee who violates any provision of Section X. Such Employee is subject to disciplinary action up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

The Individual Employer is not required to refer to ARP any Employee who violates any provision of Section X which prohibits the sale of, attempted sale of or manufacture of prohibited substances before it disciplines the Employee. The Individual Employer may not discipline any Employee who violates any other provisions of Section X until such Employee has been offered an opportunity to receive treatment and/or counseling.

Any Employee who fails to come forward to receive treatment and/or counseling prior to an accident, drug screen, for cause or random test shall not be eligible for the reemployment provisions of this Section XI.

Any Employee who comes forward to receive treatment and/or counseling prior to an accident, drug screen, for cause or random test shall be subject to reemployment as follows. The Employee will not be discharged if he/she agrees in writing to undergo the counseling/treatment ARP prescribes. The Individual Employer shall re-employ the Employee when ARP releases him/her to return to work if it has work available. The Individual Employer will not be required to lay-off any current Employee, in order to re-employ the Employee. If the Individual Employer does not have any work available when ARP releases the Employee, it shall re-employ the Employee as soon as it has work available.

The Employee will be subject to a return-to-work agreement. The Individual Employer and the Employee will enter into a return to work agreement. The Employee may request Union representation. The return-to-work agreement will require the Employee to comply with and complete all treatment ARP or the treatment provider, as the case may be, deems appropriate. The Individual Employer will also provide a monitoring of the Employee's compliance with the treatment plan ARP, or the treatment provider, develops. The Individual Employer may discipline the Employee for not complying with the return-to-work agreement. The Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement. This procedure shall be followed on a consistent basis. Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

The ARP Board of Directors shall be empowered to periodically review and update testing procedures.

XII. NON-DISCRIMINATION

The Individual Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in ARP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions, and discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in ARP and/or undergoing treatment and rehabilitation.

XIII. COST OF PROGRAM

Evaluation and treatment for substance abuse and chemical addiction are provided for through the Health and Welfare Plan. An Individual Employer who adopts this Policy will not incur any additional cost for assessment, referral and treatment beyond that which is incorporated into its Health and Welfare contribution rate. ARP is funded through the Health and Welfare Trust to provide its current level of service which includes performing assessments of Employees and their covered dependents, referral of Employees and covered dependents who are undergoing rehabilitation and providing limited education and training programs to Individual Employer. The Individual Employer will pay all costs for testing.

XIV. GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the Master Labor Agreement.

XV. SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any Employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining parties will immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

**FORM "A"
EMPLOYEE CONSENT AND RELEASE FORM**

I, _____, have been directed by my employer, _____, to submit to a drug/alcohol screen (urine or blood for drugs other than alcohol or urine, blood or breath for alcohol) at a collection facility designated under the terms of the Substance Abuse Policy ("Policy") which is part of the collective bargaining agreement between my employer and Operating Engineers Local Union No. 3 (the "Local 3 Agreement") which governs my employment with my employer. The specimen shall be tested to detect the presence of Amphetamines, Cocaine, Marijuana (THCA), Opioids, Phencyclidine, and Alcohol. I consent to the following:

1. The facility which collects a specimen from me may do so;
2. The laboratory which performs the test may submit the results of the test to the designated Medical Review Officer and, if negative, as defined by the Policy, to my employer; and
3. The Medical Review Officer may verify the test and report to my employer whether the test was positive or negative, as defined by the Policy.

In addition to Time of Dispatch testing, if I am directly or indirectly involved in a work-related accident involving property damage, bodily injury that requires medical care or work-related accidents which would likely result in property damage or bodily injury, I consent to be tested in accordance with the Policy. I also consent to be tested if my employer has probable cause to do so as set forth in the Policy. I also consent to be randomly tested in accordance with the Policy. I also consent to be tested if my employment is regulated by the United States Department of Transportation Code of Federal Regulations CFR 382 and 49 and my employer is required to test me under these regulations.

My employer has advised me that:

1. I have a right to have a Union Representative present if available;
2. I must sign this form and that I may be disciplined up to and including discharge if I do not;
3. The release is limited as provided herein; and
4. I have a right to consult with a Union Representative before I sign this release.

I am signing this Consent Form because I have been directed to do so by my employer. By doing so I am not waiving any rights I may have under the Local 3 Collective Bargaining Agreement or any applicable law except as expressly provided for herein. By signing this Agreement, I am not acknowledging that my employer has probable cause to believe I have violated any provision of the substance abuse policy which is part of the Local 3 Agreement or any of my employer's policies which pertain to my employment.

- I previously have received a copy of the Policy.
- My employer has provided me with a copy of the Policy.

(Employee Signature)

(Employee Name [Please Print])

(Date)

Witness:

(Witness Signature)

(Witness Name [Please Print])

(Date)

FORM "B"
INCIDENT REPORT FORM

Employee Involved: _____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Employee's Job Assignment/Position: _____

Employee Notified of His/Her Right to Union Representation: Yes No

Date Notified: _____ Time Notified: _____

Witness to Incident: _____

Witness' Observation: _____

Employee's Explanation: _____

Employee's Signature: _____ Date: _____

Witness' Signature: _____ Date: _____

Employer's Signature: _____ Date: _____

Title: _____

Action Taken: _____

Date/Time Action Taken: _____

MEMORANDUM OF UNDERSTANDING

between the

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3, AFL-CIO

General Unit

February 24, 2024 to December 31, 2026

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2024-2026 Memorandum of Understanding
between the
RANCHO MURIETA COMMUNITY SERVICES DISTRICT
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3, AFL-CIO

GENERAL UNIT

ARTICLE I PARTIES

This Agreement is entered into _____ by and between the Rancho Murieta Community Services District (hereinafter referred to as "Employer" or "District") and the International Union of Operating Engineers Union Local No. 3, AFL-CIO (hereinafter referred to as "Union").

Unless otherwise defined, all references to "days" shall mean calendar days.

ARTICLE II AUTHORIZED AGENTS

For the purpose of administering the terms and provision of this Agreement the following agents or his/her designee has been identified:

- A. District's principal authorized agent shall be: General Manager
Rancho Murieta Community Services District
P.O. Box 1050
Rancho Murieta, CA 95683
- B. Union's principal authorized agent shall be: Business Representative
Operating Engineers Union Local No. 3, AFL-CIO 1916 North Broadway
Stockton, CA 95205

ARTICLE III RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all regular full- time and part-time employees (over 20 hours/week) in the General Unit of the Rancho Murieta Community Services District, excluding all management, supervisory, confidential, and independent contractor employees. See Attachment A for a list of the employee classifications within the General Unity bargaining unit and covered by this Agreement. "Employee" means an employee within the General Unity bargaining unit.

ARTICLE IV DISTRICT RIGHTS AND RESPONSIBILITIES

District retains all of its lawful rights, powers and authority, except as expressly limited by specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority of the District, include, but are not limited to the following: to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or eliminate budgeted positions, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force, and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to determine the content of job classifications; to set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to require employees to undergo testing for drugs and alcohol pursuant to Addendum C of the Operating Engineers 3 Master Labor Agreement (dated 2023-2026) excluding Section VII (D) Permissive Testing: Unannounced Random Testing (see Attachment B) to

determine the type and scope of work to be performed by District employees and the services to be provided; to classify positions; to establish initial salaries of new classifications after notification of the Union; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

ARTICLE V UNION RIGHTS

- A. Union Access.** Union staff members shall be allowed to contact employees on District facilities or job sites before and after working hours and during duty-free unpaid work hours. The use of email to set up and confirm meetings is allowed. Union staff members shall have access to District facilities while representing unit members in meetings with management or for other purposes when specifically approved by District management in advance for each instance. The parties shall comply with Government Code sections 3555 – 3559 concerning Union communications with District employees.
- B. Dues Deduction.** With signed authorization, the District will provide deductions for Union dues and Credit Union accounts. The parties shall comply with Government Code sections 1150-1159 concerning Union-related salary and wage deductions.
- C. Indemnify and Defend.** The Union shall indemnify, defend, and hold the District harmless against any claim made and against any suit initiated against the District on account of check off or deduction of Union dues, premiums or Credit Union payments or deposits.
- D. Union Membership**
 - 1. The District and the Union recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal affirmative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights. The parties shall comply with Government Code sections 3550 - 3553 concerning restrictions on public employers deterring or discouraging Union membership.
 - 2. Accordingly, membership in the Union shall not be compulsory. A unit member has the right to choose to become a member of the Union.

ARTICLE VI PROBATIONARY PERIOD

- A. Initial Probation.** Upon initial appointment, all employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without prior notice, cause or right of appeal.
- B. Promotional Probation.** Upon promotion to a different classification with a higher salary schedule, an employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without prior notice, cause, or right of appeal provided the employee had successfully completed a probationary period in the previous class, otherwise, the employee shall be terminated from District service.
- C. Extension of Probationary Period.** Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence.

ARTICLE VII HOURS

- A. Work Hours.** Except in emergencies, the work week of full-time employees shall either consist of eight (8) days of nine (9) hours each and one (1) day of eight (8) hours, or ten (10) days of eight (8) hours each or eight (8) days of ten (10) hours each, exclusive of a meal period (for a total of 80 hours per pay period). Persons who are part of 24/7 coverage may be assigned to work a straight shift of nine (9) hours, eight (8) hours, or ten (10) corresponding with their regular

schedule, including a meal period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice. Other work schedules (including 10/8/80 or 8/10/80) may be implemented by the District at its sole discretion upon fourteen (14) days prior notice to affected employees. Any return to the standard 10/8/80 schedule shall remain at the sole discretion of the District management and may be implemented upon fourteen (14) days prior notice to the affected employees. Shift schedules for Security staff shall be posted at least fourteen (14) days in advance of the starting date of the schedule. Employees may be rescheduled within that period because of unplanned absences.

- B. Rest Periods.** When practical, employees shall be granted a ten (10) minute paid rest period during each half work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early.

ARTICLE VIII COMPENSATION AND BENEFITS

A. Wages and Adjustments.

1. Effective with the pay period that starts February 24, 2024, a five-and one-half percent (5.5%) salary range increase for all represented classifications.
2. Effective with the pay period in which January 1, 2025 falls, a two-and one-half percent (2.5%) salary range increase for all represented classifications.
3. Effective with the pay period in which January 1, 2026 falls, a two-and one-half percent (2.5%) salary range increase for all represented classifications. The employee wage schedule for 2024-26 is shown on Attachment A.
4. PERS Contribution by Classic PERS Employees. Effective the pay period starting with February 24, 2024, all represented PERS Classic Employees shall continue to contribute the current seven percent (7%) Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.
5. PERS Contribution by PEPRA PERS Employees. Effective the pay period starting with February 24, 2024, all represented PERS PEPRA Employees shall continue to contribute the current six and one quarter percent (7.75%) PEPRA PERS Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.

The District reserves the right to adjust wages and wage ranges to accomplish recruitment and retention goals as determined by the Board.

1. An eligible employee shall move from one step to the next higher wage schedule step within the assigned range after receiving an annual evaluation by his/her supervisor/manager that indicates the employee received an overall standard rating (at least 100 points) for that position during the previous year. An employee who is determined to have not met standards during the previous year shall not be eligible for any step increase for a period of three (3) months at which time the employee's performance shall be re- evaluated and if found to meet standard on an overall basis, shall be granted a step increase prospectively.
2. On promotion to a higher job classification, the employee shall be placed at the step on the higher wage range that provides for at least a five percent (5%) increase in pay.

- B. Shift Differential.** The District provides a \$7.00 per shift differential for each normally assigned shift worked by an employee that covers the hours between 12:01 a.m. and 6:00 a.m.

C. Certificate Pay.

Certificate pay is capped at five percent (5%) for Represented Utility Worker and Plant Operator classifications.

1. **Additional Certificates.** Effective January 1, 2015, additional certificates for Plant Operator classifications shall be limited to Treatment Plant Operator certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Plant Operators shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

Effective January 1, 2015, additional certificates for Utility Worker classifications shall be limited to distribution certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Utility Workers shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

2. **Training Officer Pay.** Any Security Gate or Security Patrol Officer specifically designated by the District as a "Training Officer" shall receive an additional five percent (5%) above their base pay while training new Security employees.

D. **Paid Benefits**

1. **Health and Supplemental Insurances.** The District will continue to contribute eighty percent (80%) of the total cost for dental, vision, life, long term disability and health insurance (based on the cost of the Kaiser HMO plan available that year) for full-time active employees and their dependents.

The District will continue to contribute eighty percent (80%) of the cost for health insurance (based on the cost of the Kaiser HMO plan available that year) for full-time retired represented employees and their dependents.

The District will cover 100% of vision, life and long term disability for full-time active represented employees and their dependents and full-time retired represented employees and their dependents.

2. **Opting Out of Medical Coverage.** Eligible employees opting out of medical coverage who show proof of similar coverage shall receive a flat \$400.00 per month for the period not utilizing District-sponsored medical insurance.
3. **Postretirement Health Benefits - Medical Vesting.** Post-retirement health benefits provided to employees hired on or after January 1, 2016, shall be provided in accordance with Government Code Section 22893.
4. **Less than Full Time Employees.** No paid benefits are provided.
5. **Waiting Period.** Benefits eligibility shall be governed by provider contracts with the District for full-time regular employees and shall begin after satisfactory completion of one (1) month of the probationary period.

E. **Incentive Pay**

1. **Education Incentive Pay.** The District shall pay \$500 (one time, lump sum) to any employee who is awarded an associate academic degree by an accredited college or university and \$1,000 (one time, lump sum) to any employee who is awarded a bachelor academic degree

by an accredited college or university; however, this incentive pay will be paid only for associate and bachelor degrees awarded after the employee has been employed by the District for at least six months. Education incentive pay shall not apply to any employee whose current District job description requires the degree being awarded.

2. **Longevity Pay.** The District shall pay a one time, lump sum bonus to any employee who is employed by the District for the following terms:

30 Years	\$3,500
25 Years	\$3,000
20 Years	\$2,500
15 Years	\$2,000
10 Years	\$1,500

The payment will be made in the month following the employee's 10, 15, 20, 25 or 30 year anniversary of employment. An employee who already has been employed any of these milestones at the time of the effective date of this provision shall not be entitled to longevity pay for the prior periods.

ARTICLE IX OVERTIME

A. Definitions

1. **Overtime.** The use of overtime is discouraged. Except in emergencies, all overtime must be authorized in advance by the General Manager or his/her designee. Under the 9/8/80 work schedule every other week is a 44-hour week. For employees on this schedule, any hours worked which exceed forty-four (44) hours per week shall be considered overtime. Under the 10/8/80 and 4/10/80 work schedule any hours worked which exceed 40 hours per week shall be considered overtime. Unauthorized overtime worked may subject an employee to disciplinary action. The District shall designate work week or work period for federal Fair Labor Standards Act (FLSA) purposes as necessary.
2. **Hours Worked.** Those hours during which the employee actually works for the District or during his/her normal work week is observing one of those holidays listed in Article XIII. A.1-8 of this MOU.

- B. Overtime Compensation.** Employees who work under the 9/8/80 work schedule who have actually worked over forty-four (44) hours during a work week shall receive pay at one and one-half times the employee's regular rate of pay for all hours in excess of forty-four (44) hours. When hours worked combined with other paid time off exceeds forty-four (44) hours per week, the employee shall receive overtime for those hours beyond forty-four (44) at the employee's regular rate of pay. Any hours worked past the daily scheduled shift shall be paid as overtime.

Employees who work under the 10/8/80 and 4/10/80 work schedule who have actually worked over forty (40) hours during a work week shall receive pay at one and one-half times the employee's regular rate of pay for all hours in excess of forty (40) hours. When hours worked combined with other paid time off exceeds forty (40) hours per week, the employee shall receive overtime for those hours beyond forty (40) at the employee's regular rate of pay. Any hours worked past the daily scheduled shift shall be paid as overtime.

ARTICLE X STANDBY DUTY AND CALL BACK

A. Standby

1. Standby duty is defined as that circumstance which requires the employee so assigned by the District to:

- a. Be ready to respond in a reasonable time to calls for her/his service;
 - b. Be readily available at all hours by telephone or other communication devices; and
 - c. Refrain from activities which might impair her/his assigned duties upon call.
2. Standby duty shall be assigned in writing and shall be compensated at the rate of \$60.00 per day of such assignment.

B. Call Back

- 1. **Definition.** An employee who is required by the District to return to work after the work shift or work week has ended and the employee has left the work location shall be deemed "called back" for purposes of this section.
- 2. **Minimum.** All employees called back shall be paid a minimum of two (2) hours at one and one-half times the employee's regular rate or for time actually worked, whichever is greater.

ARTICLE XI VACATION LEAVE

A. Accrual. All full-time employees shall accrue vacation leave credits for each regular hour paid based on the schedule below. Part-time workers who are assigned to at least twenty (20) hours per week shall also earn vacation on a pro rata basis.

B. Schedule of Accrual.

Years of Continuous Service	Hours Accrued per Hour Paid	Maximum Accruals per Year	Maximum Accrual Limit
Years 1 – 2	0.0463	96	400 Applies to All Employees
Years 3 - 4	0.0616	128	
Year 5 - 10	0.0731	152	
Year 11 - 14	0.0847	176	
Year 15+	0.0962	200	

C. Payment on Separation. Employees who separate from District service shall be paid for accrued vacation leave.

D. Maximum Accrual. No employee shall be allowed to carry forward from one calendar year to the next more than four hundred (400) hours of accrued vacation leave ("Maximum Accrual Limit"). Once the Maximum Accrual Limit is reached, the employee shall stop accruing additional vacation leave until vacation leave is taken and accrued vacation leave is reduced below the Maximum Accrual Limit.

- E. **Scheduling.** Employees may request vacation leave by signing up for dates with their Supervisor on the posted schedule by February 1 of each year and submitting an Employee Absence Request form. Supervisors shall only grant such requests when the District will not be adversely affected. Conflicts in requested vacation leaves shall be resolved in favor of the person with the greatest continuous length of service in his/her present classification. Persons who request vacation leave after February 1st will be limited to using open dates. All time off for vacation leave requires the approval of an Employee Absence Request form by the employee's Supervisor. The District may direct the use of vacation leave for persons who have reached the Maximum Accrual Limit and failed to take vacation leave within a reasonable period of time thereafter.

ARTICLE XII SICK LEAVE

- A. **Accrual.** All employees who are employed on a regular full-time or regular part-time basis shall accrue sick leave credits on the basis of .04615 hours of sick leave for each regular hour paid to a maximum of ninety-six (96) hours per year. Sick leave may accrue without limitation.
- B. **Catastrophic Illness or Injury.** All accrued sick leave may be used in the event of a catastrophic illness or injury.
- C. **Authorization for Usage.** Employees are authorized to use accrued sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in the event of an illness or death in the immediate family which requires the employee's presence.
- D. **Use of Sick Leave.** Sick leave must be accrued before taken or used. Up to forty-eight (48) hours per year may be used to care for sick immediate family members. A total of twenty- eight (28) hours of unscheduled personal sick leave use per year shall be considered the maximum which meets standard or better usage for performance evaluations. Consideration will be given to hospitalizations and severe illness or injuries.
- E. **Scheduled Vs. Unscheduled Sick Leave.** Sick leave shall be considered "unscheduled" when the employee provides less than twenty-four (24) hours' notice of their absence from work. However, in the event an employee becomes suddenly ill and that illness requires several days absence from work, the first day of related sick leave, if the employee provides less than twenty-four (24) hours' notice, shall be considered "unscheduled". The subsequent and related consecutive sick leave taken shall be considered "scheduled".
- F. **Evidence of Illness.** The District may require any employee who is absent due to illness or injury to be examined by the District's doctor at District's expense. At the District's discretion, satisfactory evidence of illness or injury for any period of absence may be required prior to the employees return to duty.

The District shall have the discretion to require the employee to present a physician's certificate upon his or her return to duty stating that the employee has fully recuperated from the illness and/or injury and has no physical limitations preventing the employee from performing his or her required job responsibilities. Until such a certificate is presented, the General Manager shall have the right to disallow the employee's return to work. In such cases, the employee shall continue to use accrued sick leave, if any, and after accrued sick leave is exhausted, shall be on authorized leave of absence without pay.

- G. **Sick Leave Retirement Benefit.** No employee shall be compensated directly for accrued but unused sick leave upon termination of employment; however, accrued sick leave may be converted to time worked for the purposes of retirement under the District's contract with PERS.

ARTICLE XIII HOLIDAYS

- A. **Paid Holidays for Regular Full-Time and Regular Part-Time Employees.** The following shall be paid holidays for eligible employees:
 - 1. New Year's Day

2. President's Day (3rd Monday in February)
 3. Memorial Day (last Monday in May)
 4. Independence Day (July 4th)
 5. Labor Day (1st Monday in September)
 6. Thanksgiving Day (4th Thursday in November)
 7. Day after Thanksgiving
 8. Christmas Day
 9. Four personal holidays (see below)
- B. Holiday Observance.** For employees regularly assigned to a five-day Monday through Friday work schedule recognized holidays which fall on a Saturday will be observed on a Friday; those falling on a Sunday will be observed on Monday. For all other employees, holidays will be observed on the actual declared holiday.
- C. Holiday Pay.** Eligible 9/8/80 employees will receive holiday pay for up to nine (9) hours for each holiday. Eligible 10/8/80 employees will receive holiday pay for up to eight (8) hours for each holiday. Eligible 8/10/80 employees will receive holiday pay for up to ten (10) hours for each holiday.
- D. Holidays Worked.** If an employee is required to work on an observed holiday, the employee shall receive holiday pay plus time and one-half for any hours worked on that holiday.
- E. Personal Holidays.** Upon prior approval of his or her supervisor, a regular full-time or regular part-time employee who has completed the initial probationary period may take four (4) personal holidays with pay per calendar year. The employee must give his or her supervisor at least two (2) weeks advance notice and receive authorization before taking the personal holiday. All 9/8/80 employees will receive four (4) personal holidays of nine (9) hours per day. Any 10/8/80 employees will receive four (4) personal holidays of eight (8) hours per day. Any 8/10/80 employees will receive four (4) personal holidays of ten (10) hours per day.
- F. Part-time Employees.** Regular part-time employees shall accrue and be paid for holidays in the same proportion as his or her working hours bear to the normal working hours of a full-time employee in a comparable position.

ARTICLE XIV LEAVE OF ABSENCE WITHOUT PAY (LWOP)

- A. Eligibility.** Leave without pay may be granted to an employee who desires to return therefrom to District service and does not have vacation leave available.
- B. Short-term LWOP.** Leave without pay of less than thirty (30) consecutive days may be granted by the General Manager.
- C. Long-term LWOP.** Leave without pay for more than thirty (30) consecutive days may be granted by the Board of Directors. If granted, the employee shall retain his/her status as an employee at the pay step, leave and benefits accrued prior to the leave. However, no additional leave shall accrue nor shall the District provide any pay or benefits during the period of the leave. Anyone failing to return from leave on the first working day after the end of his/her leave and who has failed to receive permission for a finite time extension from the General Manager by that time, will be deemed to have abandoned his/her position and voluntarily resigned.

ARTICLE XV MISCELLANEOUS PROVISIONS

- A. Patrol Officer Equipment.** All newly-hired Patrol Officers shall be provided with the following items of safety equipment:
- a. Bianchi Accumold Nylon Gear (or similar)
 1. Duty Belt
 2. Handgun Holster
 3. Double Cuff Case

4. Double Magazine Case
5. Pepper Spray Case
6. Baton Holder
7. Belt Keepers (4)
8. Flashlight Holder
9. Radio Holder
10. Handcuffs
11. Pepper Spray
12. Baton (ASP)

The above items shall remain the property of the District and shall be returned by the employee upon leaving employment.

B. Boots. Effective January 1, 2015 uniform/safety boots will be provided as follows:

1. **Utility Worker:** For all represented employees in the Utility Worker classifications the District will pay directly for boots/uniform two (2) times per calendar year, at a maximum of \$200 per pair.
2. **Plant Operators:** For all represented employees in the Plant Operator classifications the District shall reimburse for safety boots not to exceed one (1) time per calendar year, at a maximum of \$200 per pair.
3. **Patrol Officers:** For all represented employees in the Patrol Officer classification the District will pay directly for boots/uniform not to exceed one (1) time per calendar year, at a maximum of \$150 per pair. The District will pay directly for three (3) uniforms per year for each Patrol Officer.
4. **Gate Officers:** For all represented employees in the Gate Officer classification, effective July 1, 2024, and then on or about July 1 each subsequent year, the District will provide four new polo shirts. Employees are responsible to provide their own clean intact pants and shoes (no rips or tears). Those employees currently in possession of District provided Security uniforms may wear them until December 31, 2025.

ARTICLE XVI GRIEVANCE PROCEDURE

A. Definitions.

1. **Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of District Rights (Article IV.) shall not be subject to the grievance procedure. The grievance procedure shall not be used for (a) the resolution of any complaint concerning any disciplinary action except as provided in article XVII(E); (b) the resolution of any complaint concerning any aspect of the performance evaluation process; or (c) the resolution of any complaint relating to any concerted refusal to work.
2. **Grievant.** A grievant is an employee in the unit who is filing a grievance as defined above. Grievances that affect more than one employee in a substantially similar manner may be consolidated at the discretion of the District.
3. **Day.** For the purposes of this Article XVI, "day" shall mean a working day in which the District's main administrative office is open for business.

B. Process

1. **Informal Resolution.** When an employee has a complaint, the employee shall first informally discuss the matter with the employee's immediate supervisor within ten (10) days from the date of the incident or decision generating the grievance. If, after a discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the employee may file a formal grievance pursuant to subsection 2.

2. Formal Levels

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, he/she may, within five (5) days of the informal discussion, file a formal written grievance with his/her Department Head containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Department Head (or designee) shall, within five (5) days have a meeting with the grievant and within ten (10) days thereafter give a written decision to the grievant.

Level 2: If the grievant is not satisfied with the written decision from the Department Head, the grievant may, within five (5) days from the receipt of such decision, file a written appeal to the General Manager. Within ten (10) days of receipt of the written appeal, the General Manager or his/her designee, shall investigate the grievance which may include meeting with the concerned parties. Within ten (10) days after the completion of the investigation, the General Manager shall give a written decision to the grievant.

Level 3: If the grievant is not satisfied with the written decision from the General Manager, the grievant may, within five (5) days from the receipt of such decision appeal to the District Board of Directors by filing a written notice of appeal with the District Secretary. The Board shall review the grievance and shall grant the grievance or deny the grievance. If permitted by state law, the Board may consider the grievance in closed session. The Board's action shall be final and binding. Its action shall be reported to District Management, the Grievant, and the Union.

C. General Provisions

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with a decision within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Grievance-related documents may be delivered or provided by email to the employee's District email address, by delivery via regular U.S. mail to the employee's residence address as shown on the District payroll records, or by personal delivery.

ARTICLE XVII DISCIPLINARY ACTION

- A. Basis for Disciplinary Action.** The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action may, in addition to the causes set forth in the Personnel Manual, be based upon any of the following grounds: failure to fully perform required duties, abuse of employer policies or rules, unexcused absences, misuse or abuse of District property or equipment, and commission of other acts which are incompatible with service to the public.
- B. Types of Discipline.** Three types of discipline are recognized for purposes of applying one of the procedures under this article, they are:
1. **Written Reprimands:** A reprimand, the details of which are committed to writing and placed in the employee's personnel file;
 2. **Short Suspensions:** Suspensions without pay for periods up to and including three (3) working days; and
 3. **Severe Disciplinary Action:** Suspensions without pay of four (4) days or longer, demotion,

reduction in compensation, or discharge.

- C. **Day.** For the purposes of this Article, "day" shall mean a day in which the District's main administrative office is open for business.
- D. **Appeal from a Written Reprimand.** An employee receiving a written reprimand may, within five (5) days, appeal such action to the Department Head (or his or her designee) by timely filing a written notice of appeal with the Department Had (or his or her designee). Within five (5) days thereafter, the Department Head (or his designee) shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.
- E. **Appeal from a Short Suspension.** An employee receiving a suspension without pay of one (1) through three (3) working days, shall be afforded the opportunity to clear him/herself through the first two levels of the formal grievance procedure (Article XVI B.2.) by filing a formal written grievance with his/her Department Head within five (5) days of the alleged incident or receipt of Notice of the Proposed Disciplinary Action, whichever is later.
- F. **Severe Disciplinary Action – Notice and Appeal.** An employee receiving a proposed suspension of four (4) working days or longer, demotion to an established classification with a lower maximum salary range, reduction in compensation, or discharge shall be notified of the charges and have the opportunities to appeal as described below:
 - 1. **Notice.** The employee shall be advised in writing of proposed disciplinary action. The written statement shall contain:
 - a. A description of the events which necessitated the proposed severe disciplinary action;
 - b. A statement of the charges;
 - c. A statement of the proposed disciplinary action;
 - d. Notification that the employee may review or make copies of available materials leading to the severe discipline;
 - e. A statement of the employee's right to representation; and
 - f. The right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at a given time and place.
 - 2. **Employee's Response.** An employee's opportunity to respond to the designated management representative is not intended to be an adversarial hearing. However, the employee may present witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in compensation, or discharge. The employee may be accompanied and represented by a person of his choice during this procedure. The limited nature of this response does not prevent management's representative from initiating further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline.
 - 3. **Management Representative's Decision.** Following a review of a proposed disciplinary action by the designated management representative, the representative shall provide to the employee affected, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response (if any) and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.
 - a. This statement shall clearly inform the employee that he/she through the Union has the right, within five (5) days after receipt of this notice, to request in writing an appeal hearing before a hearing officer to contest the action of the management representative. The written notice of appeal must be filed by the Union with the District's General Manager. The notice of appeal must set forth the grounds or

reasons for the appeal.

- b. If, within the five (5) day appeal period the Union does not file a written notice of appeal, the action of the management representative shall be considered conclusive.

4. **Appeal from Management Representative's Determination.** If, within the five- day appeal period, the Union files such notice of appeal by giving to the General Manager written notice of appeal, then a time for an appeal hearing before a Hearing Officer shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. The parties may adjust these deadlines by mutual written consent. All interested parties shall be notified in writing of the date, time, and place of the hearing, at least five (5) days prior to the hearing.

- a. The Hearing Officer shall be selected by requesting a list of nine (9) labor arbitrators from the California Mediation and Conciliation Service and the parties shall follow that organization's selection procedure to select the hearing officer.
- b. All hearings shall be conducted in private.
- c. The hearing shall be conducted in a manner most conducive to determination of the truth.
- d. Each party shall have the right to be represented by counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross- examination. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
- e. The Hearing Officer shall determine whether to sustain, reject, or modify the action demoting, suspending, reducing compensation of, or discharging the employee.
- f. The Hearing Officer costs shall be divided equally between the District and the Union.
- g. The jurisdiction and authority of the Hearing Officer and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action as defined above. He/she shall have no authority to hear or decide issues of procedural or substantive arbitrability; to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Hearing Officer shall not hear or decide more than one (1) appeal at the same time without the mutual consent of the District and Union.
- h. The written award of the Hearing Officer on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the District.

G. Exclusive Procedure. This procedure shall be the exclusive procedure available to employees for disciplinary appeals. Discipline-related documents may be delivered or provided by email to the employee's District email address, by delivery via regular U.S. mail to the employee's residence address as shown on the District payroll records, or by personal delivery.

ARTICLE XVIII NO STRIKES OR LOCKOUTS

A. No Strikes.

During the term of this Agreement, neither the Union nor its agents, nor any employee, individually or

collectively, shall call, sanction, support, or participate in any strike, work stoppage, picketing, sit-down, sickout, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services of operations, or with the movement or transportation of persons or goods to or from the Employer's premises.

The prohibitions of this Section A shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

The District will not lock out employees during the term of this Agreement with the intention of initiating a labor dispute.

B. Discipline.

Any employee who participates in any activity prohibited by Section A of this Article shall be subject to discharge or such less discipline as the Employer in its sole discretion shall determine without recourse to the grievance procedure; provided, however, that the employee shall have recourse to the grievance procedure as the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the person hearing the grievance.

C. Remedies for Breach.

The Employer and the Union shall be entitled to see all appropriate remedies, including but not limited to injunctive relief and damages, if Section A of this Article is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

ARTICLE XIX FULL UNDERSTANDING, MODIFICATION, AND WAIVER

A. Full Understanding

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

B. No Interim Bargaining.

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that except for changes from time to time in the District's Personnel Rules having to do with wages, benefits, and terms and conditions of employment which are within the scope of bargaining or as noted below in Article XX, Term, the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

C. Modification.

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made or signed in writing by all of the parties to this Agreement, and if required, approved, and implemented by the District's Board of Directors.

D. Waiver.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Regarding matters not covered by this Agreement, the Union agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in the District Rights Clause.

E. Status of Memorandum of Understanding.

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the District where conflict exists regarding a subject covered herein.

F. Prevailing Rights. Except as otherwise provided in this MOU, the District Personnel Manual and District employment-related policies shall remain in full force and effect, and shall be complied with during the term of this MOU. If there is an irreconcilable conflict between a provision of this MOU and any of the foregoing documents, the MOU shall prevail. If there is an irreconcilable conflict between a provision of this MOU and any applicable federal or state law, the law shall prevail.

ARTICLE XX SAVINGS PROVISION

If any provision(s) of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XXI TERM OF AGREEMENT

A. Term. The District and the Union agree that the term of this Agreement shall commence on February 24, 2024 and expire in its entirety at midnight on December 31, 2026.

B. Reopener. Either party may reopen this Agreement during the month of September 2026 by sending to the other a written notice exercising this option to negotiate a successor agreement.

C. Effective Date of Changes. Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding the later of February 24, 2024 or its formal adoption by the Board of Directors.

In acknowledgement of Agreement to this Memorandum of Understanding by the representatives of the parties, they have affixed their signatures below.

FOR THE DISTRICT:

Melinda (Mimi) Morris,
Chief Negotiator/General Manager

FOR THE UNION:

Mike DeAnda, Chief Negotiator

Karen Hessler, Team Member

Cory Xavier, Team Member

Russ Burns, Business Manager

Dan Redding, President

Steve Ingersoll, Vice President

Jim Sullivan, Recording Corresponding Secretary

Justin Diston, Financial Secretary

Dave Harrison, Treasurer

Tim Neep, Director of Public Employees

Date

Date

Approved by the Rancho Murieta Community Services District Board of Directors

Timothy E. Maybee, Board President

Date

Attachment A

Salary Schedule - Pending

OPERATING ENGINEERS
MASTER AGREEMENT (2023-2026)
ADDENDUM “C”
JOINT LABOR MANAGEMENT
SUBSTANCE ABUSE POLICY

OPERATING ENGINEERS MASTER AGREEMENT 2023-2026
ADDENDUM "C"
JOINT LABOR MANAGEMENT
SUBSTANCE ABUSE POLICY

I. INTRODUCTION

The Union and the Employer establish this Policy in order to provide the Individual Employer with a comprehensive substance abuse program, to provide Employees who abuse and/or are addicted to drugs, including alcohol, a means to receive treatment for their abuse and/or addiction, and to provide for a safe workplace. An Individual Employer is not obligated by this Agreement to have a substance abuse policy. Implementation of this Policy is not mandatory by any Individual Employer, but this Policy is the only policy the Individual Employer may implement for Employees. Once implemented, the Policy shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

An Individual Employer which is regulated by the United States Department of Transportation ("DOT") Code of Federal Regulation CFR 382 and 49 may elect not to implement the testing provisions of this Policy for its Employees who are not regulated by DOT.

II. NOTICE

- A. An Individual Employer must give written notice to the Union that it is implementing this Policy. The notice must be delivered in person, by certified mail or by FAX before it implements the Policy. A DOT regulated Individual Employer shall specifically notify the Union whether it is implementing the testing provisions of this Policy for its Employees who are not subject to DOT regulations. The notice shall be delivered to the Union at the following address:
- Operating Engineers Local Union No. 3
1620 South Loop Road
Alameda, CA 94502
(FAX: [510] 748-7401)
- B. The Individual Employer may not implement this Policy unless it subjects all management and supervisory employees to the same type of testing which is provided herein.
- C. An Individual Employer who has implemented this Policy shall advise the Union dispatchers with whom it places an order for Employees that it intends to drug test dispatched Employees. A test result shall not be set aside because an Individual Employer does not give such notice.
- D. An Individual Employer who implements this Policy shall provide written notice of this Policy to all Employees including those dispatched to it by the Union and shall provide each Employee with a copy of the Policy.
- E. Failure to give a form of notice as set forth in this section shall make any drug testing engaged in by the Individual Employer a violation of the Master Agreement and no results of any such test shall be relied upon to deny employment or pay or to discipline any Employee.

III. PURPOSE OF POLICY

- A. The Individual Employer and the Union are committed to providing a safe and productive work environment for Employees. The Employer, Individual Employer and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee's health affects attitude, effort, and job performance. The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased efficiency and increased risk of accidents and of injury. The Individual Employer and the Union therefore adopt this Policy. The intent of the Policy is threefold:
1. To maintain a safe, drug and alcohol free workplace;
 2. To maintain our work force at its maximum effectiveness; and
 3. To provide confidential referral to the Assistance & Recovery Program ("ARP") and to provide confidential treatment to those Employees who recognize they have a substance abuse problem and voluntarily seek treatment for it.
- B. In order to achieve these purposes, it is our primary goal to identify those Employees and refer them to professional counseling, and treatment *before* job performance has become a disciplinary problem. Employees are urged to use the services available through ARP. ARP will assist them and refer them to the appropriate treatment program.
1. Treatment for substance abuse and chemical dependency is provided under the Health and Welfare Plan, up to the limits described in the plans.
 2. An Employee shall be granted necessary leave of absence for treatment ARP recommends contingent upon signing a return-to-work agreement as provided for in Section XI.

IV. EDUCATION PROGRAM

The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse effect they have on Employees and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. The Individual Employer shall consult with ARP before it implements this policy so that ARP can provide education to the Individual Employer and its Employees. ARP shall continue to provide an educational program for the Individual Employer for their Employees and shall, to the maximum extent possible, train the Employees of Individual Employer who implement this Policy.

V. CONFIDENTIALITY

The Individual Employer will abide by all applicable State and Federal laws and regulations regarding confidentiality of medical records in any matter related to this Policy. The Individual Employer shall designate one of its management, supervisory or confidential employees to be its custodian of records and contact person for all matters related to this Policy. All such records shall be kept in a locked file which shall be labeled "confidential." Employee records related to this Policy shall not be kept in the Employee's personnel file.

All information from an Employee's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Employee. The results of a positive drug test shall not be released

until the results are confirmed. Every effort will be made to insure that all Employee issues related to this Policy will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

VI. TESTING

Testing for the presence of alcohol or controlled substances and/or their by-products in one's body may only be performed under the conditions set forth herein. All testing shall be done in accordance with the standards established by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), any successor agency, or any other agency of the federal government which has responsibility for establishing standards for drug testing. All such agencies shall be collectively referred to as "SAMHSA."

Chain of Custody. All SAMHSA standards for Chain of Custody will be adhered to. A specimen for which the SAMHSA standards are not complied with shall not be considered for any purpose under this Policy.

Laboratories. All laboratories which perform tests under this Policy shall be SAMHSA certified.

Testing Procedures and Protocols. All SAMHSA standards for testing standards and protocols shall be followed. All specimens which are determined to be positive by the SAMHSA approved screening test shall be subject to a SAMHSA certified confirmatory test (gas chromatography/mass spectrometry).

Second Test. The laboratory shall save a sufficient portion of each specimen in a manner approved by SAMHSA so that an Employee may have a second test performed. Immediately after the specimen is collected, it will be labeled and then initialed by the Employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the Employee's presence and the Employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. Any Employee whose specimen is tested positive and who challenges a test result may have the second portion of the sample tested at his/her expense and at a laboratory agreed upon by the Employee and the MRO so long as that laboratory is SAMHSA certified and has been or is approved by the parties and the Employee requests the second test within seventy-two (72) hours of notice of a positive result. If the second test is negative, the Employee will be considered to have been tested negative.

Cut-Off Levels. SAMHSA standards for cut-off levels will be complied with when applicable. The cut-off levels for both the screening and confirmatory tests shall be per Federal standards as determined by the U. S. Department of Health and Human Services ("DHHS"). Only tests which are positive pursuant to the SAMHSA standards shall be reported to the Medical Review Officer as positive. A .04 blood/alcohol level or above shall be considered to be positive.

Medical Review Officer. A Medical Review Officer ("MRO") shall verify all positive test results. The MRO must be a licensed physician. The MRO shall be a member of the American Society of Addictive Medicine ("ASAM") if available. If no ASAM members are available, the MRO shall be certified by the Medical Review Officers' Certification Council. The Union shall approve all MRO's. Upon verification of a positive test result, the Employer shall refer the affected Employee to ARP for assessment and referral to treatment, if appropriate.

Consent Form. Any Employee directed to submit to a test in accordance with this Policy will sign a consent and release form, a copy of which is attached hereto (Form "A"). The consent and release form will only authorize (1) the facility where the specimen is collected to collect the specimen, (2) the laboratory which performs the test to perform the test and to provide the results to the MRO, and, if negative, to the Individual Employer, and (3) the MRO to verify tests and report to the Individual Employer whether the test is positive or negative. The consent and release form shall notify the Employee that he/she may have a Union representative present if available.

The Employee may be disciplined if he/she refuses to sign the authorization if the Individual Employer has advised the Employee (1) he/she must sign it or he/she will be disciplined up to and including termination, (2) the release is limited as provided herein, (3) the Employee has a right to consult with a Union representative before signing the release and before submitting to the test. An Employee who believes the Individual Employer is improperly directing him/her to submit to a test may file a grievance under the Master Agreement. The test results will be disregarded if the Board of Adjustment or Arbitrator determines the Individual Employer was not authorized by this Policy to direct the Employee to submit to the test.

Substances to be Tested For. A specimen may be tested for alcohol, marijuana (THCA), opioids, cocaine, phencyclidines (PCP) and amphetamines, or the by-products of these substances. A specimen shall not be tested for anything else. If DOT revises its list of substances for which it requires Individual Employer to test, this Section will be revised to include those substances. The laboratory will report positive test results to the MRO. The MRO will verify whether the test is positive or negative. The MRO shall report to the Individual Employer whether the Employee tested positive or negative for one of these substances. The MRO will not identify the substance(s) for which the Employee tested positive unless specifically required to do so by DOT regulations.

Urine, Blood, or Breath Test. The Individual Employer may direct the Employee to submit to a urine test or at the Employee's request, a blood test for alcohol and/or other drugs, or a breath test for alcohol.

An Employee who is unable to provide a urine sample will be offered up to 40 ounces of water over a three hour period. It is not a refusal to test if the employee declines. If the employee is unable to provide a sufficient amount of urine the MRO will be notified and the employee will be directed to obtain, within 5 days, an evaluation from a licensed MRO approved physician. If there is no medical explanation, it is a refusal to test.

Notification to Employer of Test Results. The laboratory shall report negative test results to the Individual Employer. The laboratory will report positive test results to the MRO. The MRO will verify whether the test was positive or negative and will report the final results to the Individual Employer.

VII. TYPES OF PERMISSIVE TESTING

A. TIME OF DISPATCH TESTING

An Individual Employer may require an Employee to be tested for the presence in the Employee's body of one of the drugs or by-products thereof set forth above at the time the Employee is dispatched (on one of the first three (3) days of employment). It must test all Employees at the time they are dispatched if it tests any Employee. The Individual Employer shall put the Employee to work or pay the Employee pending the test results unless the Employee has been dispatched to a DOT regulated assignment and the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations or if it has probable cause to believe the Employee is impaired, intoxicated, or under the influence of a drug. The standards for probable cause are set forth below in Section B. If the Individual Employer does not allow an Employee to work pending the test results because it believes it has probable cause, it shall make the Employee whole for all lost wages and benefits if the Employee tests negative. Employees who test positive will be referred to ARP. The Individual Employer shall not be obligated to employ any such Employee after ARP releases the Employee to return to work but may employ such Employee under the terms of a return-to-work agreement. An Employee who refuses to submit to a drug/alcohol test when dispatched shall not be paid show-up time.

An Individual Employer may test Employees who are recalled from layoff as provided for in the Job Placement Regulations who have not worked for thirty (30) days. If the Individual Employer tests any

Employee who is recalled, it must test all such Employees. An Individual Employer may test all Employees at the time they are dispatched under this Section except for those who are recalled.

Time of Dispatch Screening by the Job Placement Center: The parties shall establish a joint committee to determine whether there is a feasible means by which the Job Placement Centers can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

B. PROBABLE CAUSE TESTING

An Individual Employer may require an Employee to submit to a drug test as provided for in this Policy if it has probable cause that the Employee is impaired, intoxicated, and/or under the influence of a drug. Probable cause must be based on a trained Management Representative's (preferably not in the bargaining unit) objective observations and must be based upon abnormal coordination, appearance, behavior, absenteeism, speech or odor. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substance and/or alcohol (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Probable cause may not be established, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The trained Management Representative's observations and conclusions must be confirmed by another trained Management Representative. The grounds for probable cause must be documented by the use of an Incident Report Form (see Form "B" attached). The Management Representative shall give the Employee a completed copy of this Incident Report Form and shall give the Union Representative, if present, a copy of the Incident Report Form before the Employee is required to be tested. After being given a copy of the Incident Report Form, the Employee shall be allowed enough time to read the entire document and to understand the reasons for the test.

The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before the explanation is required. If the Management Representative(s), after observing the Employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of or impaired by, drugs or alcohol, the Employee may be ordered to submit to a drug test.

The Individual Employer shall advise the Employee of his/her right to consult with a Union Representative (including a Steward) and allow the Employee to consult with a Union Representative before the Employee submits to the test, if the Union Representative is available.

Employees required to submit to a test under Section B will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

C. ACCIDENT TESTING

An Individual Employer shall require Employees who are directly, or indirectly, involved in work-related accidents involving property damage or bodily injury that requires medical care or work-related accidents which would likely result in property damage or bodily injury be subject to a test as provided herein. The innocent victims of an accident will not be subject to a test unless probable cause exists. The Individual Employer shall complete an Incident Report Form (see Form B attached) whenever it tests an Employee under this Section.

D. UNANNOUNCED RANDOM TESTING

Intentionally Omitted.

E. DOT REGULATED EMPLOYEES

Notwithstanding any other provision of this Policy, the Individual Employer may require its Employees who are covered by the DOT drug and alcohol testing regulations to submit to testing as required by those regulations. Such testing will be conducted in strict accordance with the Regulations. The Individual Employer may discipline an Employee who tests positive as defined by the Regulations subject to Section XI, REHABILITATION/DISCIPLINE, of the Policy. ARP shall be the Substance Abuse Professional for all Employees. ARP, to the maximum extent possible, shall provide the mandated training to all Employees. Employees who are subject to DOT regulations who have a positive "pre-employment" test (as defined by the DOT regulations) will be paid show-up time only if the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations pending the test result. Employees who are tested under the DOT Regulations who are not allowed by those Regulations to continue to perform safety sensitive functions, as defined by the Regulations, shall be paid for hours worked.

F. OWNER/AWARDING AGENCY REQUIREMENTS

Whenever owner or awarding agency specifications require the Individual Employer to provide a drug-free workplace, the Union and the Employer or the Individual Employer shall incorporate such additional requirements herein. This Policy shall apply to all such testing.

G. QUICK TESTS

The parties agree to allow the Employers to use, on an individual basis, an oral or urine quick test approved by the bargaining parties as an effective low-cost tool for substance abuse screening for pre-hire, time of dispatch screening only. Testing procedures for the oral test (including the oral screen – OSR device) and the urine test shall be conducted in a manner consistent with the product manufacturer's specifications; in an effort to produce the most consistent and accurate results possible. Dispatched members who fail this saliva or urine test will be sent for standard urine testing. When the Individual Employer conducts the oral screen, a negative result may be accepted and the applicant may be put to work with no further testing required. A non-negative (inconclusive) result will subject the applicant to the Standard Procedures in this Agreement.

VIII. EMPLOYER REFERRALS

A decline in an Employee's job performance is often the first sign of a personal problem which may include substance abuse or chemical dependency. Supervisory personnel will be trained to identify signs of substance abuse, chemical dependency, and declining job performance. The Individual Employer may formally refer an Employee to ARP based upon documented declining job performance or other observations prior to testing under Section VII and/or disciplining the Employee.

IX. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Any such Employee shall be referred to ARP. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. ARP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

The Individual Employer shall offer an Employee affected by alcohol or drug dependence an unpaid medical Leave of Absence for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

X. PROHIBITED ACTIVITIES/DISCIPLINE

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell, or manufacture alcohol and/or any controlled substances as defined by law or have any measurable amount of any such substance or by-product thereof as defined in Section VI while on the Individual Employer's property or jobsite and/or while working for the Individual Employer unless the Employee has the Individual Employer's express permission to do so. An Employee shall not work while impaired, intoxicated or under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if the Employee's physician has released the Employee to work. An Employee who uses over-the-counter medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. Impairment caused by prescribed medication and/or over-the-counter medication does not constitute a violation. The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter medication from working while the Employee is impaired but may not discipline such an Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is subject to discipline as provided herein.

XI. REHABILITATION/DISCIPLINE

The Individual Employer may discipline an Employee who violates any provision of Section X. Such Employee is subject to disciplinary action up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

The Individual Employer is not required to refer to ARP any Employee who violates any provision of Section X which prohibits the sale of, attempted sale of or manufacture of prohibited substances before it disciplines the Employee. The Individual Employer may not discipline any Employee who violates any other provisions of Section X until such Employee has been offered an opportunity to receive treatment and/or counseling.

Any Employee who fails to come forward to receive treatment and/or counseling prior to an accident, drug screen, for cause or random test shall not be eligible for the reemployment provisions of this Section XI.

Any Employee who comes forward to receive treatment and/or counseling prior to an accident, drug screen, for cause or random test shall be subject to reemployment as follows. The Employee will not be discharged if he/she agrees in writing to undergo the counseling/treatment ARP prescribes. The Individual Employer shall re-employ the Employee when ARP releases him/her to return to work if it has work available. The Individual Employer will not be required to lay-off any current Employee, in order to re-employ the Employee. If the Individual Employer does not have any work available when ARP releases the Employee, it shall re-employ the Employee as soon as it has work available.

The Employee will be subject to a return-to-work agreement. The Individual Employer and the Employee will enter into a return to work agreement. The Employee may request Union representation. The return-to-work agreement will require the Employee to comply with and complete all treatment ARP or the treatment provider, as the case may be, deems appropriate. The Individual Employer will also provide a monitoring of the Employee's compliance with the treatment plan ARP, or the treatment provider, develops. The Individual Employer may discipline the Employee for not complying with the return-to-work agreement. The Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement. This procedure shall be followed on a consistent basis. Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

The ARP Board of Directors shall be empowered to periodically review and update testing procedures.

XII. NON-DISCRIMINATION

The Individual Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in ARP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions, and discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in ARP and/or undergoing treatment and rehabilitation.

XIII. COST OF PROGRAM

Evaluation and treatment for substance abuse and chemical addiction are provided for through the Health and Welfare Plan. An Individual Employer who adopts this Policy will not incur any additional cost for assessment, referral and treatment beyond that which is incorporated into its Health and Welfare contribution rate. ARP is funded through the Health and Welfare Trust to provide its current level of service which includes performing assessments of Employees and their covered dependents, referral of Employees and covered dependents who are undergoing rehabilitation and providing limited education and training programs to Individual Employer. The Individual Employer will pay all costs for testing.

XIV. GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the Master Labor Agreement.

XV. SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any Employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining parties will immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

**FORM "A"
EMPLOYEE CONSENT AND RELEASE FORM**

I, _____, have been directed by my employer, _____, to submit to a drug/alcohol screen (urine or blood for drugs other than alcohol or urine, blood or breath for alcohol) at a collection facility designated under the terms of the Substance Abuse Policy ("Policy") which is part of the collective bargaining agreement between my employer and Operating Engineers Local Union No. 3 (the "Local 3 Agreement") which governs my employment with my employer. The specimen shall be tested to detect the presence of Amphetamines, Cocaine, Marijuana (THCA), Opioids, Phencyclidine, and Alcohol. I consent to the following:

1. The facility which collects a specimen from me may do so;
2. The laboratory which performs the test may submit the results of the test to the designated Medical Review Officer and, if negative, as defined by the Policy, to my employer; and
3. The Medical Review Officer may verify the test and report to my employer whether the test was positive or negative, as defined by the Policy.

In addition to Time of Dispatch testing, if I am directly or indirectly involved in a work-related accident involving property damage, bodily injury that requires medical care or work-related accidents which would likely result in property damage or bodily injury, I consent to be tested in accordance with the Policy. I also consent to be tested if my employer has probable cause to do so as set forth in the Policy. I also consent to be randomly tested in accordance with the Policy. I also consent to be tested if my employment is regulated by the United States Department of Transportation Code of Federal Regulations CFR 382 and 49 and my employer is required to test me under these regulations.

My employer has advised me that:

1. I have a right to have a Union Representative present if available;
2. I must sign this form and that I may be disciplined up to and including discharge if I do not;
3. The release is limited as provided herein; and
4. I have a right to consult with a Union Representative before I sign this release.

I am signing this Consent Form because I have been directed to do so by my employer. By doing so I am not waiving any rights I may have under the Local 3 Collective Bargaining Agreement or any applicable law except as expressly provided for herein. By signing this Agreement, I am not acknowledging that my employer has probable cause to believe I have violated any provision of the substance abuse policy which is part of the Local 3 Agreement or any of my employer's policies which pertain to my employment.

- I previously have received a copy of the Policy.
- My employer has provided me with a copy of the Policy.

(Employee Signature)

(Employee Name [Please Print])

(Date)

Witness:

(Witness Signature)

(Witness Name [Please Print])

(Date)

FORM "B"
INCIDENT REPORT FORM

Employee Involved: _____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Employee's Job Assignment/Position: _____

Employee Notified of His/Her Right to Union Representation: Yes No

Date Notified: _____ Time Notified: _____

Witness to Incident: _____

Witness' Observation: _____

Employee's Explanation: _____

Employee's Signature: _____ Date: _____

Witness' Signature: _____ Date: _____

Employer's Signature: _____ Date: _____

Title: _____

Action Taken: _____

Date/Time Action Taken: _____

RESOLUTION R2024-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF RANCHO MURIETA
COMMUNITY SERVICES DISTRICT APPROVING ADOPTION OF CALPERS 457 PLAN**

WHEREAS, the Rancho Murieta Community Services District desires to establish a deferred compensation plan for the benefit of its employees; and

WHEREAS, the Board of Administration (the “Board”) of the California Public Employees’ Retirement System (“CalPERS”) has established the CalPERS 457 Plan (the “CalPERS 457 Plan”) which may be adopted by a governmental employer the employees of which are public employees; and

WHEREAS, the Rancho Murieta Community Services District believes that the CalPERS 457 Plan and the investment options available thereunder will provide valuable benefits to its employees; and

WHEREAS, the Board has appointed Voya Financial® (the Plan Recordkeeper) to perform recordkeeping and administrative services under the CalPERS 457 Plan and to act as the Board’s agent in all matters relating to the administration of the CalPERS 457 Plan;

NOW, THEREFORE, BE IT RESOLVED that the Rancho Murieta Community Services District adopts the CalPERS 457 Plan for the benefit of its employees and authorizes and directs the General Manager or his/her designee to execute the attached adoption agreement on behalf of the Rancho Murieta Community Services District and to provide CalPERS or any successor agent duly appointed by the Board with such information and cooperation as may be needed on an ongoing basis in the administration of the CalPERS 457 Plan. A copy of this resolution, the agreement, and any attachments thereto shall be on file in the office of the Rancho Murieta Community Services District.

PASSED AND ADOPTED by the Board of Directors of the Rancho Murieta Community Services District at their regular meeting held on this 21st day of February, 2024 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

Timothy E. Maybee, President of the Board
Rancho Murieta Community Services District

[seal]

Attest:

Amelia Wilder
District Secretary

The CalPERS 457 Plan is a deferred compensation plan administered by CalPERS, a California state agency. Since 1995, CalPERS has provided public agency and school employers and their employees a low-cost, convenient way to save for retirement through payroll deduction. The 457 Plan offers diversified investment options and state-of-the-art services, delivered at low cost to participants and at no cost to employers.

843
Employers in
the 457 Plan

34,788
Participant
Accounts

\$136
million
2023 Participant
Contributions

\$2.31
billion
Assets Under
Management



Success Factors

- No cost to employers.
- Low costs for employees.
- Dedicated support for employers.
- Excellent customer service and participant education.
- Uncomplicated administrative processes.
- A simple, fair fee structure covers plan administration, recordkeeping and investments.
- Over 20 years of experience serving California public agency and school employers and their employees.
- CalPERS does not engage in revenue sharing or administrative expense reimbursement.

Employer Diversity

More than 840 California government employers representing many types of public agencies participate in the CalPERS 457 Plan.

Type of Employer	Cities or Towns	106	Total
	Counties	15	
	Schools	204	
	Courts	17	
	Special Districts	501	

Statistics as of 12/31/23

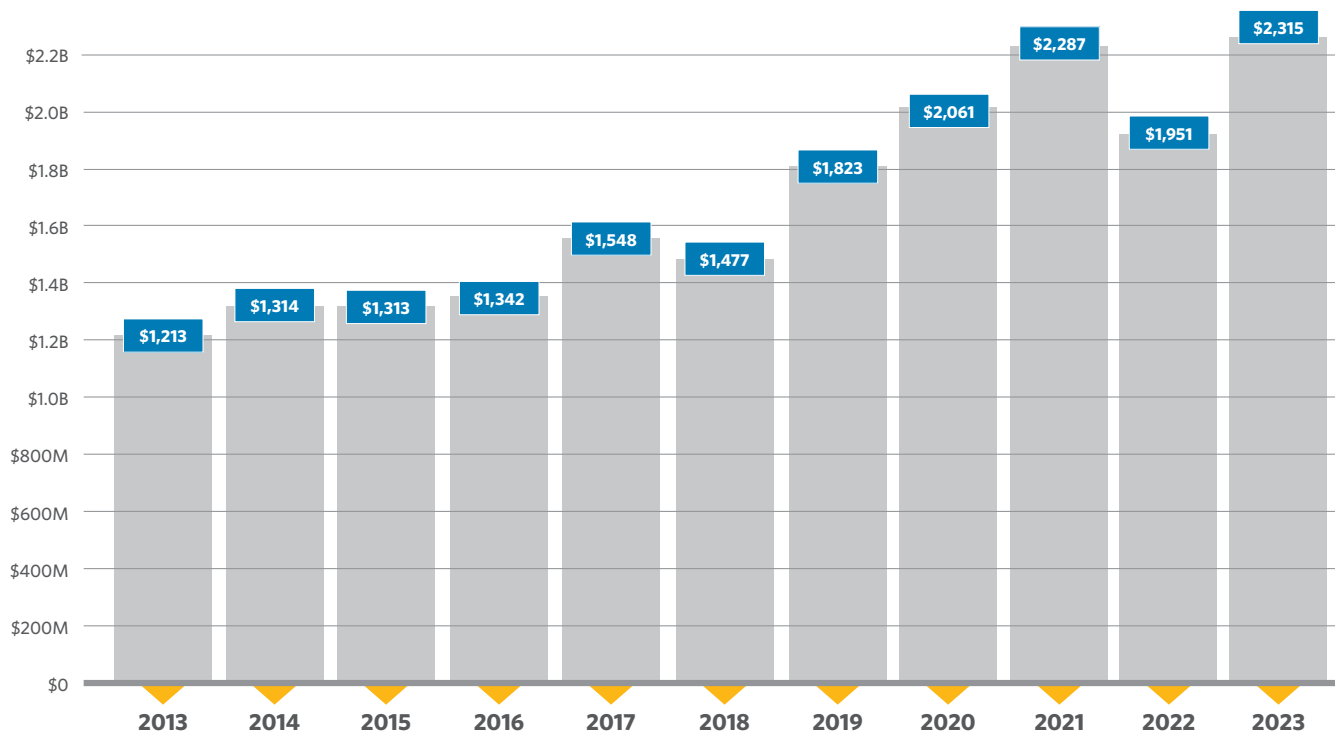
Advantages For You

- You can provide another valuable benefit to your employees at no cost to your agency.
- To help you manage your fiduciary responsibility, CalPERS:
 - > acts as the trustee of your employees' deferred compensation assets.
 - > selects the investment options.
 - > monitors contribution limits.
 - > leverages existing payroll deduction feeds into myCalPERS to receive your employees' 457 Plan deferrals and loan repayments.
 - > provides guidance on compliance with IRS regulations.

Benefits To Your Employees

- The convenience of saving for retirement through payroll deduction.
- A competitively priced plan, with total fund expenses of 0.25% - 0.38% for the core investment options.
- A proprietary lineup of core institutional investments including Target Retirement Date Funds specifically designed for public employees based on the latest research in portfolio theory and behavioral finance.
- A self-directed brokerage option for experienced investors through Schwab Personal Choice Retirement Account® (PCRA).
- Financial education and support by licensed experienced local representatives.*

CalPERS 457 Plan Asset Growth (dollars in millions)



Give your agency and employees the advantages of participating in the CalPERS 457 Plan.

- @ Call us toll free at 800-696-3907.
- Send us an email at calpers_457_plan@calpers.ca.gov.
- Visit calpers-sip.com to learn more about the CalPERS 457 Plan.

* Plan administration services provided by Voya Institutional Plan Services, LLC. Information from registered Plan Service Representatives is for educational purposes only and is not legal, tax or investment advice. Local Plan Service Representatives are registered representatives of Voya Financial Advisors, Inc. (member SIPC).



CalPERS

CalPERS 457 Plan

Why do
employers like
you choose
this plan?



A long history of building retirement security

CalPERS is a government agency with an 80-year proven track record of building retirement and health security for state, school and public agency members who invest their lifework in public service.

As a public retirement trust authorized by California statutes in 1995, CalPERS offers retirement plans and services to the state's public employers. We combine strength and stability as an industry leader with a deep understanding of what employers in California need.





The top 3 reasons employers choose this **457 Plan**

As an employer weighing which retirement plan to offer, you want to add a valuable benefit that your employees will appreciate.

The CalPERS 457 Plan is a deferred compensation that gives public agency and school employees a convenient way to save for retirement through payroll deduction.

There is no cost to your agency and costs to participants are low.

CalPERS administers the 457 Plan for over 800 public agencies and school employers throughout California, with record keeping and participant education services provided by Voya Financial®, one of the largest defined contribution plan record keepers in the nation¹.

While there are many reasons why employers choose the CalPERS 457 Plan, these are the top three.

¹ Pension & Investments Defined Contribution Record Keepers Survey, June 2021

1

Your fiduciary responsibility, simplified.

Providing a retirement plan comes with certain fiduciary duties, such as careful decision-making plus selecting and monitoring the plan's investment options.

To help you manage your fiduciary role, CalPERS assists with many of the responsibilities. We act as trustee of your employees' deferred compensation assets. We also select and monitor the investment options.



We make your life easier in other ways, large and small. Plan administration, record keeping and participant education are handled for you. We leverage your existing payroll deduction feeds to receive your employees' 457 Plan deferrals and loan repayments. Our staff offers 457 Plan reviews upon request to keep you updated on the latest improvements and trends.

2

Investing, simplified.

To provide a simpler approach to investing, the 457 Plan offers a streamlined lineup of investment options. Based on their level of interest in investing, your employees can decide among *Help-Me-Do-It* or *Do-It-Myself* choices.

Participants who do not have the desire, time or experience to actively select and manage their asset allocation can choose from the the target retirement date funds. The funds offer a diversified portfolio in a single fund that gradually shifts from a greater concentration of higher-risk to a greater concentration of lower-risk investments. Participants select a fund, and CalPERS manages the asset allocation of each fund.



Participants who prefer to select and manage their asset allocation can choose among six index funds in different asset classes (stocks, bonds, and cash equivalents) to diversify their portfolio based on their personal situation. A Self-Managed Account is available for more experienced investors who wish to invest in options outside of the CalPERS core funds.

3 Lower fees, more value.

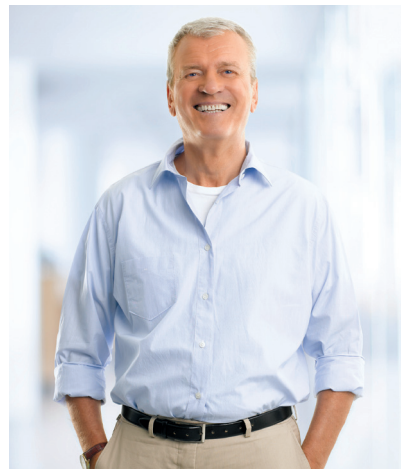
CalPERS understands that low costs are essential to successful long-term investing for retirement.

The 457 Plan's "all-in" fee structure is simple, fair and includes all administrative/recordkeeping fees as well as investment fees. There are no hidden costs, such as revenue sharing. CalPERS keeps close tabs on the industry to assure fees remain competitive.

But lower cost doesn't mean skimping on quality or the conveniences that your employees deserve.

The 457 Plan delivers value to you and your employees, including the latest in financial education, plus planning and investing tools from Voya®. Participants can access their accounts, education and tools 24/7 using the 457 Plan website, toll-free Plan Information Line and the Voya Retire mobile app.

Our dedicated account managers support your employees and retirees with on-site and online education services, including personal one-on-one appointments, upon request. We can also help your employees coordinate their 457 Plan account with other retirement benefits.



Your choice, simplified.

Please contact our CalPERS 457 Business Development Manager, **Michael Kleczek**, for more information about the CalPERS 457 Plan.



 Call: **916-521-2943**

 Email: **michael.kleczek@voya.com**

 Visit: **calpers-sip.com**

Plan administration services provided by Voya Institutional Plan Services, LLC. Information from registered Plan Service Representatives is for educational purposes only and is not legal, tax or investment advice. Local Plan Service Representatives are registered representatives of Voya Financial Advisors, Inc. (member SIPC).

MEMORANDUM

DATE: February 21, 2024
TO: Board of Directors
From: Andrew Ramos, General Counsel
Subject: Resolution R2024-02 Declaring Certain Property Exempt Surplus Under the Surplus Land Act

RECOMMENDATION

Approve Resolution R2024-02 declaring certain property exempt surplus under the Surplus Land Act.

BACKGROUND

At the November 2023 Board of Directors meeting, the Board declared by resolution that the pedestrian bridge is exempt surplus property to facilitate its plans to transfer the bridge back to RMA. A figure showing the bridge property is below. District counsel subsequently submitted the Board's resolution to the California Department of Housing and Community Development (HCD), the state agency tasked with the implementation of the Surplus Land Act, and HCD staff began a review period that lasted approximately 60 days. Following that review and multiple information and meeting requests by HCD, HCD staff requested that the District resubmit the resolution and declare the bridge property to be exempt surplus property under a different legal basis. HCD staff also assured District staff and counsel that the updated exemption would be promptly approved.

District staff and counsel have reviewed HCD's request. While the determination by HCD staff to reject the Board's first resolution appears to be without merit, the path of least resistance is for the Board to consider the proposed updated resolution before the Board. Therefore, District staff and counsel recommend approval of the proposed resolution to move the bridge transfer process forward.

Figure 1 – Bridge property parcel lines on aerial photography (Google Maps)



RESOLUTION NO. 2024-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT DECLARING CERTAIN PROPERTY EXEMPT SURPLUS LAND UNDER THE SURPLUS LAND ACT

WHEREAS, the Surplus Land Act (the “Act”), codified in California Government Code Section 54220 et seq., defines “surplus land” as land owned in fee by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use;

WHEREAS, effective January 1, 2020, Assembly Bill 1486 amended the Act to require the Rancho Murieta Community Services District (the “District”) to formally declare District-owned properties as “surplus land” or “exempt surplus land” prior to taking actions to dispose of such properties;

WHEREAS, the Act states that any property described under section 54221(f)(1) qualifies as exempt surplus land;

WHEREAS, section 54221(f)(1)(N) of the Act states that real property that is used by a district for the district’s use, as expressly authorized in subdivision (c) of section 54221, is exempt surplus land;

WHEREAS, Section 54221(c)(2)(B)(i) of the Act provides that in the case of a local agency, that is a district whose primary mission or purpose is not supplying the public with a transportation system, “agency’s use” may include “commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development” or may “be for the sole purpose of investment or generation of revenue” provided that the District’s governing body takes action in a public meeting declaring that the use of the site will “[d]irectly further the express purpose of agency work or operations”;

WHEREAS, the District’s Board of Directors previously authorized the acquisition of Assessor's Parcel No. 073-0190-107, more particularly described in Exhibit A (hereinafter “Property”);

WHEREAS, the Property is the site of the facility commonly known as the pedestrian bridge, which is constructed of wood and spans over the Cosumnes River;

WHEREAS, portions of the Property are within the high-water marks of the Cosumnes River and are subject to the rights of the State and public;

WHEREAS, the District’s use of the Property is limited to the ingress and egress of its staff and customers;

WHEREAS, Government Code section 61000 et seq. entails that a community services district possesses the authority to complete the acts necessary to provide governmental functions to unincorporated areas of the state;

WHEREAS, the District has determined that the continued maintenance and insuring of the Property, compounded by its limited use to the District, requires the expenditure of ratepayer funds that could be otherwise utilized in providing governmental functions to its clients;

WHEREAS, the District has established that the resulting consideration attained by the transfer of the Property, and with it relinquishment of the bridge's maintenance and insurance obligations, will be utilized to directly further the express purpose of the District's work or operations and constitutes "agency's use" within the meaning of section 54221(c) of the Act;

WHEREAS, Section 54222.3 of the Act provides that the District may dispose of property declared exempt surplus land without further regard to the requirements of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rancho Murieta Community Services District as follows:

1. The Board of Directors hereby declares that the Property is exempt from the Act as exempt surplus land pursuant to Government Code sections 54221(f)(1)(N) and 54221(c)(2)(B)(i), based on the findings contained in this Resolution; namely, that the consideration from the disposal of the Property will be realized by the District, who owns the Property in fee, and will be utilized to directly further the express purpose of the District's work or operations.
2. The Board of Directors authorizes and directs the General Manager and District legal counsel to take such other actions as necessary or appropriate to comply with the Act.

PASSED AND ADOPTED by the Board of Directors of the Rancho Murieta Community Services District on the 21st day of February, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Timothy E. Maybee
President of the Board of Directors

Attest:

Amelia Wilder
Secretary of the Board of Directors

EXHIBIT A

Property Legal Description

The Land situated in the State of California, County of Sacramento, and described as follows: A portion of Parcel 7 as shown on that "Amended Parcel Map-Amending Map filed in Book 117, Parcel Maps, Page 15" filed in Book 123 of Parcel Maps, at Page 26 in the Office of the Recorder of Sacramento County, California described as follows: Beginning at a point from which a 3/4" iron pipe at the centerline intersection of De La Cruz Drive and Granlee Lane as said intersection is shown on the "Plat of Rancho Murieta Unit No. 6" filed in Book 213 of Maps at Page 6, Sacramento County Records bears North 12° 56' 25" East 417.25 feet to a point on the Northerly line of said Parcel 7 and the centerline of Granlee Lane as shown on said "Plat of Rancho Murieta Unit 6", and along said centerline, North 15° 05' 46" West 156.70 feet; Thence from said point of beginning South 12° 12' 16" East 20.00 feet; Thence South 77° 47' 44" West 130.91 feet; Thence South 14° 17' 37" East 340.83 feet; Thence North 75° 42' 23" East 50.00 feet; Thence South 14° 17' 37" East 67.49 feet to a point on the Northerly line of an Easement Quitclaim Deed to Rancho Murieta Community Services District recorded in Book 20040924, Page 1234, Sacramento County Records; Thence along said Northerly line and along the arc of a curve to the left having a radius of 300.00 feet, through a central angle of 19° 26' 56", said arc being subtended by a chord of South 85° 03' 21" West 101.35 feet; Thence continuing along said Northerly line and along the arc of a curve to the left having a radius of 300.00 feet, through a central angle of 16° 39' 24", said arc being subtended by a chord of South 67° 00' 11" West 86.91 feet; Thence continuing along said Northerly line South 58° 40' 29" West 67.03 feet; Thence leaving said Northerly line North 14° 17' 37" West 95.09 feet; Thence North 75° 42' 23" East 75.00 feet; Thence North 14° 17' 37" West 404.15 feet; Thence North 77° 47' 44" East 151.91 feet; Thence South 12° 12' 16" East 30.00 feet; Thence North 77° 47' 44" East 106.63 feet; Thence South 12° 12' 16" East 20.00 feet to the point of beginning.

APN: 073-0190-107

MEMORANDUM

Date: February 14, 2024
To: Board of Directors
From: Amelia Wilder, District Secretary
Subject: CSDA Board of Directors Call for Nominations - Seat A

BACKGROUND

The California Special Districts Association Elections and Bylaws Committee is looking for independent special district board members or their general managers who are interested in leading the direction of CSDA for the 2025 - 2027 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network they seek to represent.

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The CSDA Board of Directors is crucial to the operation of the association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento. (CSDA reimburses directors for their related expenses for board and committee meetings as outlined in board policy.)
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the summer/fall. (CSDA does **not** reimburse travel-related expenses for the two conferences even if a board or committee meeting is held in conjunction with the event; however, does comp registration for the two events.)
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected. (CSDA does **not** reimburse expenses for the academy classes even if a board or committee meeting is held in conjunction with the event.)
- Complete Annual Chief Executive Officer Evaluation.

Please review the CSDA Board Policy 2.16 Board Commitments & Responsibilities (attached).

Nomination Procedures:

Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors) for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action along with the Candidate Information Sheet must accompany the Nomination Form. The deadline for receiving nominations is April 10, 2024 for all networks, except for the Coastal Network.** In the Coastal Network, there is also a vacant position for Seat B. Therefore the call for nominations deadline has been extended to April 20, 2024.

Nominations and supporting documentation may be mailed or emailed.

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814

Fax: 916.442.7889

E-mail: amberp@cda.net

Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on June 10, 2024. All votes must be received through the system no later than 5:00 p.m. July 26, 2024. The successful candidates will be notified no later than July 30, 2024. All selected CSDA Board Members will be introduced at the Annual Conference in Indian Wells, CA in September 2024.

Expiring Terms - All Seat A

- Northern Network** – Greg Orsini, Director, McKinleyville Community Services District*
- Sierra Network** – Noelle Mattock, El Dorado Hills Community Services District*
- Bay Area Network** – Chad Davisson, CSDM, General Manager, Ironhouse Sanitary District*
- Central Network** – Patrick Ostly, General Manager, North of River Sanitary District*
- Coastal Network** – Elaine Magner, Director, Pleasant Valley Recreation & Park District*
- Southern Network** – Jo MacKenzie, Director, Vista Irrigation District*

(* = Incumbent is running for re-election)

CSDA will be using a web-based online voting system allowing your district to cast your vote easily and securely. *Electronic Ballots will be emailed to the main contact in your district June 10, 2024.* All votes must be received through the system no later than 5:00 p.m. July 26, 2024.

Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail amberp@cda.net **by April 10, 2024** in order to ensure that you will receive a paper ballot on time.

CSDA will mail paper ballots on June 10, 2024 per district request only.

If you have any questions, please contact Amber Phelen at amberp@cda.net



Policy 2.16: Board Commitments & Responsibilities

Overview:

The Board of Directors is responsible for ensuring the Association's long-term financial stability and integrity. Directors ensure the Association fulfills its mission to promote good governance and improved core local services through professional development, advocacy and other services for all types of independent special districts. In order to foster the Association's continued viability and growth, effective member engagement and sufficient revenue are essential. Accordingly, Directors pledge to be active participants and promote the Association and its services.

Core Commitments:

1. Support the approved CSDA mission statement, vision statement, and Board beliefs.
2. Advocate for the Association and its members.
3. Serve as a part of a unified governing body.
4. Govern within Board policies, standards and ethics.
5. Dedicate the time and energy necessary to be effective.
6. Represent and make policy decisions based on the impact to the entire special districts community.
7. Respect the individual views of Directors, then collectively support Board decisions.
8. Communicate as a cohesive Board of Directors with a common vision and voice.
9. Operate with the highest standards of integrity and trust.

Date Approved: 11/8/2013

Date Amended: 03/13/2015, 11/13/15, 09/02/16, 01/20/17, 01/19/18, 1/17/2020



**California Special
Districts Association**

Districts Stronger Together

Duties & Responsibilities:

General Participation

1. Regularly attend Board meetings – a Board member may be dismissed after three unexcused absences.
2. Actively participate in decision-making by being familiar with issues and prepared to address all agenda items.
3. Participate in setting CSDA policy, budget approval and establishing the direction for the Association through the Strategic Plan.
4. Actively participate as a member of at least one and no more than two CSDA committees – Board Officers may participate in more than two committees as required in the CSDA Bylaws and Board Policy Manual.
5. Attend the Association's annual conference and legislative days and participate in other meetings/events.

Governance & Training

1. Complete all four modules of CSDA's Special District Leadership Academy (SDLA) within 2 years of being elected/appointed to the CSDA Board of Directors prior to the expiration of a CSDA Board Member's full-term of office. If not completed by the end of the full-term, the CSDA Board Member shall be ineligible to run for re-election on the CSDA Board of Directors unless they are registered to attend the next available SDLA event.
2. Attend Board member orientation training provided by CSDA.
3. Provide CSDA electronic certificates for posting on the CSDA website indicating current and successful completion of AB1234 (Ethics Training), AB1825 (Harassment Prevention Training), and graduation from the CSDA Special District Leadership Academy (SDLA).

Association Programs

1. Actively understand and encourage participation in CSDA partner programs (SDRMA, CSDA Finance Corporation, SDLF) as well as other CSDA endorsed services within your district, chapter, Network service area and statewide.

Date Approved: 11/8/2013

Date Amended: 03/13/2015, 11/13/15, 09/02/16, 01/20/17, 01/19/18, 1/17/2020



CEO Performance Evaluation

1. Complete and submit the annual Chief Executive Officer (CEO) performance evaluation form by the designated due date. A written request to be excused from submitting the CEO evaluation form may be submitted to the CSDA President for consideration. The CSDA President shall determine if the request is approved or denied using Board Policy: 2.17-Excused Absences as guidance. If the CEO evaluation is not completed by a CSDA Board Member that has not been excused, that individual shall be ineligible to run for re-election on the CSDA Board of Directors upon completion of their term.

Advocacy, Recruitment & Retention

1. Encourage timely responses from your district and service area to CSDA legislative calls to action and other grassroots efforts. Play an active grassroots role within your service area and participate in grassroots campaigns coordinated by CSDA.
2. Advocate for CSDA with an emphasis on building relationships and furthering the understanding/awareness of special districts and the Association within your service area, chapter and statewide.
3. Promote CSDA membership and engagement opportunities in ways appropriate within your service area (i.e. sponsorships, advertisers, exhibitors, speakers, professional development opportunities, services, programs, etc.).

Finance

1. Read and understand CSDA financial statements and otherwise assist the Board in fulfilling its fiduciary responsibility.

Date Approved: 11/8/2013

Date Amended: 03/13/2015, 11/13/15, 09/02/16, 01/20/17, 01/19/18, 1/17/2020



**California Special
Districts Association**
Districts Stronger Together

2024 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form, a Board resolution/minute action supporting the candidate, and Candidate Information Sheet by mail or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732

amberp@csda.net

DEADLINE FOR RECEIVING NOMINATIONS:

April 10, 2024 at 5:00 p.m.



**California Special
Districts Association**
Districts Stronger Together

2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**

MEMORANDUM

DATE: February 21, 2024
TO: Board of Directors
FROM: Mimi Morris, General Manager
SUBJECT: Proposed Full Time IT Manager Position

RECOMMENDATION:

Adopt Full-Time Information Technology Manager Job Description.

BACKGROUND

Staff received approval from the Board at the December 20, 2023 meeting to move forward with the creation of a Part Time IT Manager position with responsibility for the basic information technology support responsibilities.

Following a more in-depth analysis of the workload, staff has determined that there are currently significant additional duties in excess of the basic responsibilities originally envisioned for the IT Manager position. Accordingly, staff proposes an expansion of the IT Manager position from Part Time to Full Time to allow the District to consolidate all information technology work under one position, better control costs, and fully integrate all District IT needs. Staff is not proposing an expansion of the number of Authorized Positions, but a reclassification of an existing position (Position Control Number 711) that has been vacant for most of 23-24.

Attached, please find a document which compares current annual costs for the District's IT contractors, security camera contractors, security data management system, SCADA data management, maintenance management system, and electronic access system with the cost of an annual Full Time Information Technology Manager.

This cost comparison shows a net increase of \$62,000 which would result from transitioning away from the various contracted services (IT, cameras, electronic security, ABDI database), to an in-house IT manager. Staff believes the improvement in support resulting from a full-time IT manager is worth this additional expense.

Full board approval is needed before hiring since staff are recommending repurposing an existing position to this area. The existing position is an Accounting Technician Position which has been vacant since July. The District has been using part-time assistance for the Payroll activities and does not envision returning to a full-time Payroll Accounting Specialist.

Please see the attached Position Control Report which provides a more complete picture of the FT Positions Authorized by the Board.

The Personnel Committee reviewed this recommendation at the January 24, 2024 Special Meeting and approved the recommendation.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT
INFORMATION TECHNOLOGY MANAGER

Part Full-Time (NTE 20 hours per week) Position

DEPARTMENT: ADMINISTRATION

REPORTS TO: GENERAL MANAGER

FLSA OVERTIME STATUS: NON-EXEMPT-BARGAINING-

UNIT: OPERATING ENGINEERS LOCAL 3

APPROVED BY BOARD OF DIRECTORS — draft to committee 12/5/23

DRAFT TO COMMITTEE: 1/23/24

SUMMARY: Manage a variety of professional, high-level, confidential and complex information technology duties for the District to optimize physical and virtual security, network administration and user support, and evaluate externally procured databases and develop internal alternatives. Develop and modify technical specifications, develops and implements standards and controls, contribute to the planning of the overall organizational information technology strategy; coordinate infrastructure system design, modification, upgrade, and implementation.

SUPERVISION: Receives general direction from the General Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Designs, operates Design, operate and maintains maintain systems including network, server, storage, operating system, database, program, hardware, and software
- Manages Manage Business Technology - software licenses and required software
- Manages Manage Information Security
- Manages Manage Information Technology Projects
- Develops, operates Develop, operate and maintains maintain software system engineering
- Plans Plan for and helps to help maintain and implement both immediate and long- term information technology needs, including various audio-visual resources and security camera infrastructure.

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- Exercises Integrate all security cameras (fixed, body-worn, and vehicular) to enable seamless storage and retrieval of footage.
- Exercise discretion and independent judgment in the performance of complex information functions related to District operation and major assignments.

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- ~~Assists~~Assist with data management program in coordination with other departments;

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QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of modern office methods, procedures and equipment; excellent English usage, spelling, grammar, and punctuation; intermediate skill level in database design and management (like FileMaker), Word, Excel, Adobe Acrobat Pro, PowerPoint, and Outlook.

Ability to manage the overall information management system of the District. Ability to manage all business technology resources; ability to develop and refine information policy and program development, ability to manage the information technology portfolio-~~management~~, information technology procurement, service, performance management, ~~process reengineering~~, business analysis, research and development, and strategic planning, ~~digital service use experience engagement, content design, and product and delivery strategy~~. Ability to manage the full lifecycle of end user device solutions, including evaluation, configuration, provisioning, training, security, tracking, and support for an end user computing environment.

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Ability to manage all security aspects of the initiation, design, development, testing, operation, and defense of information technology data and environments to address sources of disruption, ranging from natural disasters to malicious acts. Ability to manage or oversee all phases of project management and system development life cycles to ensure efficient and effective delivery of a unique information technology product, service, or system. Ability to implement and oversee the architecture, development, operation, and maintenance of software systems including user research, user centric design, development or configuration, programming, enterprise architecture, service-oriented architecture, testing, and implementation of the business application services. Ability to implement and oversee the architecture, design, configuration, operation, and maintenance of systems discovery and planning, design, configure, administer, and sustaining the operation of a defined system. System elements can include network, server, storage, operating system, database, program, hardware, and software.

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Ability to evaluate processes to automate and optimize business operations.

Ability to integrate all security elements to facilitate retrieval, usage and storage.

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EDUCATION AND/OR EXPERIENCE: The following minimum combination of training and experience which would provide the required knowledge and ability, is qualifying.

Education: BA degree or equivalent college level coursework preferably in information technology or related field.

| Ten years of extensive and increasingly responsible public or private agency information technology management.

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~~**LICENSE AND/OR CERTIFICATES:** Possession of the category of California Driver's license required by the State Department of Motor Vehicles to perform the essential duties of the position. Continued maintenance of a valid driver's license, insurability, and compliance with established District vehicle operation standards are a condition of continuing employment.~~

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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While performing the duties of this job, the employee is ~~regularly~~occasionally required to stoop, kneel, crouch, or crawl. The employee ~~frequently~~occasionally is required to stand, walk, ~~sit,~~ and ~~climb or balance.~~sit. The employee is occasionally required to use hands to ~~finger,~~ handle, or feel objects, tools, or controls; reach with hands and arms; talk or hear; and taste or smell.

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Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust ~~focus.~~focus. The employee ~~must~~may occasionally lift and/or move up to ~~25~~10 pounds.

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WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

INFORMATION TECHNOLOGY MANAGER

Full-Time Position

DEPARTMENT: ADMINISTRATION

REPORTS TO: GENERAL MANAGER

FLSA STATUS: EXEMPT

DRAFT TO COMMITTEE: 1/24/24

SUMMARY: Manage a variety of professional, high-level, confidential and complex information technology duties for the District to optimize physical and virtual security, network administration, user support, and evaluate externally procured databases and develop internal alternatives. Develop and modify technical specifications, develops and implements standards and controls, contribute to the planning of the overall organizational information technology strategy; coordinate infrastructure system design, modification, upgrade, and implementation.

SUPERVISION: Receives general direction from the General Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Design, operate and maintain systems including network, server, storage, operating system, database, program, hardware, and software
- Manage Business Technology - software licenses and required software
- Manage Information Security
- Manage Information Technology Projects
- Develop, operate and maintain software system engineering
- Plan for and help maintain and implement both immediate and long-term information technology needs, including various audio-visual resources and security camera infrastructure.
- Integrate all security cameras (fixed, body-worn, and vehicular) to enable seamless storage and retrieval of footage.
- Exercise discretion and independent judgment in the performance of complex information functions related to District operation and major assignments.

- Assist with data management program in coordination with other departments;

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of modern office methods, procedures and equipment; excellent English usage, spelling, grammar, and punctuation; intermediate skill level in database design and management (like FileMaker), Word, Excel, Adobe Acrobat Pro, PowerPoint, and Outlook.

Ability to manage the overall information management system of the District. Ability to manage all business technology resources; ability to develop and refine information policy and program development, ability to manage the information technology portfolio, information technology procurement, service, performance management, business analysis, research and development, and strategic planning. Ability to manage the full lifecycle of end user device solutions, including evaluation, configuration, provisioning, training, security, tracking, and support for an end user computing environment.

Ability to manage all security aspects of the initiation, design, development, testing, operation, and defense of information technology data and environments to address sources of disruption, ranging from natural disasters to malicious acts. Ability to manage or oversee all phases of project management and system development life cycles to ensure efficient and effective delivery of a unique information technology product, service, or system. Ability to implement and oversee the architecture, development, operation, and maintenance of software systems including user research, user centric design, development or configuration, programming, enterprise architecture, service-oriented architecture, testing, and implementation of the business application services. Ability to implement and oversee the architecture, design, configuration, operation, and maintenance of systems discovery and planning, design, configure, administer, and sustaining the operation of a defined system. System elements can include network, server, storage, operating system, database, program, hardware, and software.

Ability to evaluate processes to automate and optimize business operations.

Ability to integrate all security elements to facilitate retrieval, usage and storage.

EDUCATION AND/OR EXPERIENCE: The following minimum combination of training and experience which would provide the required knowledge and ability, is qualifying.

Education: BA degree or equivalent college level coursework preferably in information technology or related field.

Ten years of extensive and increasingly responsible public or private agency information technology management.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally required to stoop, kneel, crouch, or crawl. The employee occasionally is required to stand, walk, and sit. The employee is occasionally required to use hands to handle, or feel objects, tools, or controls; reach with hands and arms; talk or hear; and taste or smell.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. The employee may occasionally lift and/or move up to 10 pounds.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

District Position Report

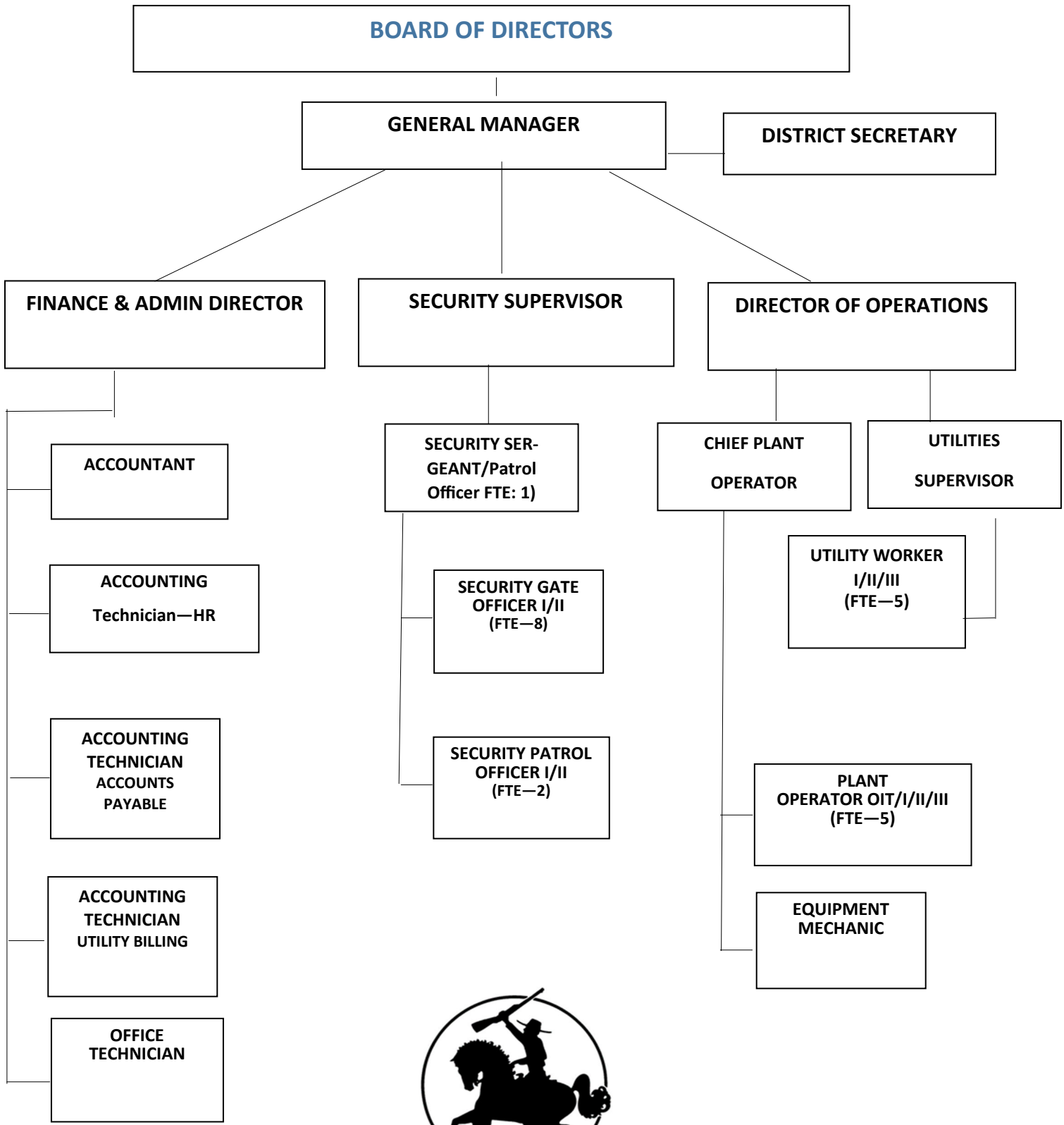
As of 1/24/2024
Page 1

Position Number	Class Code	Class Name	Occupancy Status	Incumbent	Prior Incumbent	Date Position Vacated	Days Vacant
34.00 Full Time Authorized Positions, all units - 33.00 Filled; 1.00 Vacancies; 97.06% Filled							
Admin--8 Positions							
701	7000	General Manager	Filled	Mimi Morris			
707	6750	Board Secretary	Filled	Amelia Wilder			
703	6400	Director of Finance & Administration	Filled	Mark Matulich			
712	6003	Office Technician	Filled	Jaelyn Farris			
708	6002	Accountant	Filled	Christopher Funakoshi			
709	6001	Accounting Technician	Filled	Shelby Gonzalez			
710	6001	Accounting Technician	Filled	Beverly Sutliff			
711	6001	Accounting Technician	Vacant		T. Mitchell	7/3/23	201
Operations--14 Positions							
702	6500	Director of Operations	Filled	Michael Fritschi			
706	6475	Chief Plant Operator	Filled	Travis Bohannon			
705	6450	Utility Supervisor	Filled	Ronald Greenfield			
721	6011	Utility Worker I	Filled	Connor McClure			
723	6011	Utility Worker I	Filled	Oscar Ceja	R. Abarca	11/17/23	
720	6010	Utility Worker II	Filled	Mario Moreno			
719	6009	Utility Worker III	Filled	James Colas			
722	6009	Utility Worker III	Filled	Gabriel DeVault			
717	6007	Plant Operator I	Filled	Robert Miller			
718	6007	Plant Operator I	Filled	Michael Foeldi			
715	6006	Plant Operator II	Filled	Ryan Wenker			
716	6006	Plant Operator II	Filled	Edmund McMurray			
714	6005	Plant Operator III	Filled	Cory Xavier			
713	6004	Equipment Mechanic	Filled	Jason Dill			
Security--12 Positions							
704	6300	Security Supervisor	Filled	Kelly Benitez			
731	6015	Gate Officer I	Filled	Paul Anderson			
732	6015	Gate Officer I	Filled	Esau Martinez			
733	6015	Gate Officer I	Filled	Samantha Koyama			
734	6015	Gate Officer I	Filled	Robert Stoffel			
727	6014	Gate Officer II	Filled	Richard Dias			

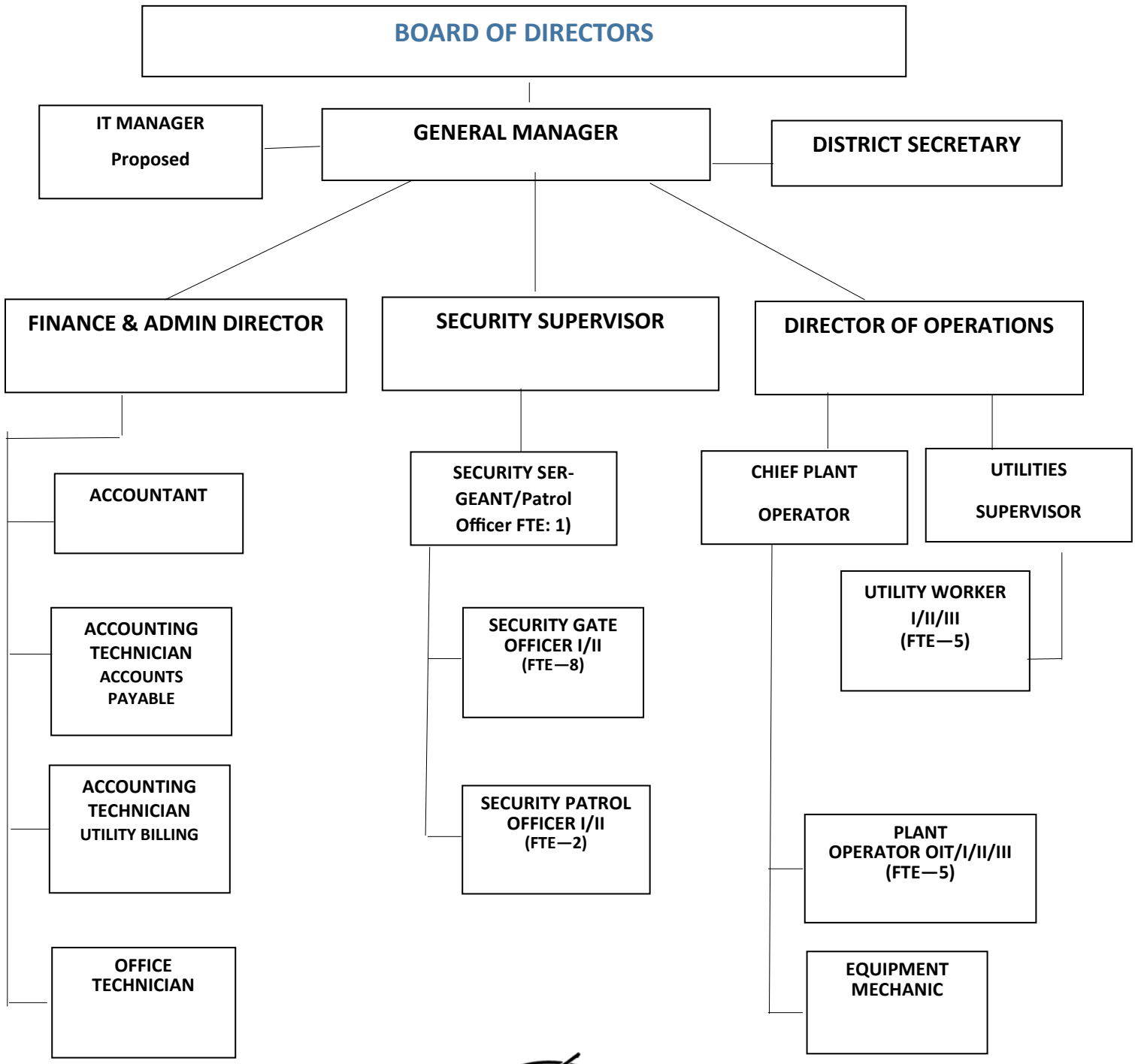
District Position Report

Position Number	Class Code	Class Name	Occupancy Status	Incumbent	Prior Incumbent	Date Position Vacated	Days Vacant
728	6014	Gate Officer II	Filled	Karen Hessler			
729	6014	Gate Officer II	Filled	David Labrado			
730	6014	Gate Officer II	Filled	Jordan Huth			
724	6012	Patrol Officer II	Filled	Vitaliy Perepelka			
725	6012	Patrol Officer II	Filled	Warlito Gabriel			
726	6012	Patrol Officer II	Filled	Mel Outram			

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
 ORGANIZATIONAL CHART—December 2023
 34 Authorized Full Time Positions**



**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
 ORGANIZATIONAL CHART—December 2023
 34 Authorized Full Time Positions**



SALARY SCHEDULE BY CLASS

CLASS NAME IT MANAGER

		<i>1.05</i>				<i>1.03</i>				<i>1.025</i>											
Step		2023	2024	2025	2026	Step		2023	2024	2025	2026	Step		2023	2024	2025	2026				
HOURLY RATES	_01	\$50.50	\$53.03	\$54.62	\$55.98	ANNUAL PAY	_01	\$105,040	\$110,292	\$113,601	\$116,441	_01	\$105,040	\$110,292	\$113,601	\$116,441	_01	\$105,040	\$110,292	\$113,601	\$116,441
	_02	\$52.27	\$54.88	\$56.53	\$57.94		_02	\$108,716	\$114,152	\$117,577	\$120,516	_02	\$108,716	\$114,152	\$117,577	\$120,516	_02	\$108,716	\$114,152	\$117,577	\$120,516
	_03	\$54.10	\$56.80	\$58.51	\$59.97		_03	\$112,521	\$118,148	\$121,692	\$124,734	_03	\$112,521	\$118,148	\$121,692	\$124,734	_03	\$112,521	\$118,148	\$121,692	\$124,734
	_04	\$55.99	\$58.79	\$60.55	\$62.07		_04	\$116,460	\$122,283	\$125,951	\$129,100	_04	\$116,460	\$122,283	\$125,951	\$129,100	_04	\$116,460	\$122,283	\$125,951	\$129,100
	_05	\$57.95	\$60.85	\$62.67	\$64.24		_05	\$120,536	\$126,563	\$130,359	\$133,618	_05	\$120,536	\$126,563	\$130,359	\$133,618	_05	\$120,536	\$126,563	\$130,359	\$133,618
	_06	\$59.98	\$62.98	\$64.87	\$66.49		_06	\$124,755	\$130,992	\$134,922	\$138,295	_06	\$124,755	\$130,992	\$134,922	\$138,295	_06	\$124,755	\$130,992	\$134,922	\$138,295

Comparison of Current IT Expenses to Proposed In-House Full Time IT Manager Position

1/24/2024

	Current Monthly Costs	Current Annual Costs
1. IT Contract, excluding SW and not including any hours over 31 per month	\$ 5,300	\$ 63,600
2. ABDI Database Mgmt. Contract for security	\$ 1,300	\$ 15,600
3. Average Camera System Maintenance Costs	\$ 900	\$ 10,800
4. Additional Camera Management Costs	\$ 500	\$ 6,000
5. SCADA Database Management (plants)	\$ 1,000	\$ 12,000
6. Computerized Maintenance Mgmt System	\$ 900	\$ 10,800
7. Electronic Physical Access Control at HQ	\$ 100	\$ 1,200
Total Current IT related Expenses		<u>\$ 120,000</u>
IT Manager Proposed Salary (adj to include 5% anticipated increase in '24)	\$ 123,211	
IT Manager Estimated Benefits Expense	<u>\$ 61,606</u>	
Total Estimated IT Manager Expense		<u>\$ 184,817</u>
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Additional Expense of a Full Time IT Manager		<u>\$ 64,817</u>