

*Salton Community Services District*  
**REGULAR MEETING *Agenda***  
**February 21, 2024**  
**Closed Session 1:00 p.m.**  
**Open Session 2:00 p.m.**  
**1209 Van Buren Ave.**  
**Salton City, CA 92275**  
[www.saltoncsd.ca.gov](http://www.saltoncsd.ca.gov)

**BOARD OF DIRECTORS:**

Michelle Gilmore, President  
Michael Friese, Vice President  
Manuel Ramos, Director  
Lidia A. Sierra, Director  
Dale Johnson, Director

**STAFF:**

Emmanuel Ramos, Interim General Manager  
Thania Garcia, Board Secretary  
Christina Sutton, Finance Officer  
Oracio Lemus, Field Foreman  
Stephen Prager, Park Supervisor

**1. CALL TO ORDER:                      1:00 p.m.**

**2. ROLL CALL:**

**3. PUBLIC COMMENTS:**

Pursuant to California Government Code Section 54954.3, the public has the right to address the board regarding any closed session items listed on the **closed session agenda** prior to the board adjourning into closed session. Anyone who wishes to address the Board, please come to the microphone. Public comments are limited to (3) minutes for each person. Comments are not to be directed towards an individual or individuals but to the Board on a specific issue.

**4. CLOSED SESSION ITEMS:**

**A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: (Interim General Manager)

**B. CONFERENCE WITH LEGAL COUNSEL-Existing Litigation Pursuant to Government Code Section 54956.9(d)(1) Roxana Chavez v. Salton Services Community District, et al. Imperial County Superior Court Case No.: ECU002702**

**C. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: SALTON COMMUNITY SERVICES DISTRICT, a California special district, Plaintiff, vs. MITCHELL EDWARD MANSFIELD, an individual; and DOES 1-50, inclusive (Imperial County Superior Court Case # ECU002875**

- D. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (One case: Demand for Health Benefits by employee Steven Prager)
- E. Conference with Labor Negotiators (Government Code § 54957.6) District designated representatives: Emmanuel Ramos, Christina Sutton, Robert Patterson, and Lena Wade  
Employee organization: Laborer’s’ International Union of North America Local No. 1184.
- F. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (One potential cases)

**5. OPEN SESSION: 2:00 pm**

**6. PLEDGE OF ALLEGIANCE: Michelle Gilmore, President**

**7. ANNOUNCEMENT OF CLOSED SESSION ACTIONS:**

**8. PUBLIC PRESENTATIONS:**

**Samiha Gannam Presentation on the Group Home Project.**

**9. PUBLIC COMMENTS:**

Pursuant to California Government Code Section 54954.3 members of the public may address the Board at this time on any items of public interest that are within the Board’s subject matter jurisdiction. The Ralph M. Brown Act, however, prohibits the Board from taking action on any matter not appearing on the agenda. Those who wish to address the Board should come to the microphone. Members of the public will be given three (3) minutes to address the board on any items of public interest. Comments are not to be directed towards an individual or individuals but to the Board on a specific issue.

**10. BOARD MEMBER COMMENTS:**

## **11. CONSENT CALENDAR ITEMS:**

Consent calendar items are expected to be routine and non-controversial, to be acted upon by the board of directors at one time without discussion. If any board member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

- A. Approve the Minutes for the Regular Meeting of January 21, 2024. [pg.5]
- B. Approve demands for the month of January 2024. [pg.10]
- C. Slovak, Baron, Empey, Murphy, & Pinkney (\$11,345.00)

## **12. REPORTS:**

- A. Interim General Manager's report [pg.24]
- B. Finance Officer's report [pg.25]
- C. Field Foreman's report [pg.26]
- D. Park Supervisor's report [pg. 28]

## **13. MEMBERS OF THE BOARD REPORTS: STANDING COMMITTEE:**

- A. Architectural Committee Report

## **14. UNFINISHED BUSINESS:**

## **15. NEW BUSINESS:**

- A. Discussion and Approval of the Board to select Imperial County Public Works to assist the District with Desert Shores Soccer Park Phase 2. [pg.29]
- B. Discussion and approval to allow the Finance Officer to sign documents for Phase 2 Desert Shore Soccer Project. [pg.33]
- C. Discussion and Approval of the Revised Plan of Study. [pg.34]
- D. Discussion and Approval for the Interim General Manager to sign the Amendment for the Salton City Park Grant. [pg. 52]
- E. Discussion and Approval to seat Director Johnson's nomination to the Architectural Committee.

F. RESOLUTION NO. 2024-02-21-01

Discussion and Approval of A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING UPDATES TO EMPLOYEE HANDBOOK. [pg.61]

**17. ADJOURNMENT:**

---

Sonia Thania Garcia, Secretary of the Board

Upon written request, this agenda will be made in an appropriate alternative format to persons with disabilities as required by Section 202 of the American with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Secretary of the Board at least 72 hours before the meeting. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at 1209 Van Buren St, Suite 1, Salton City, California 92275.

*Salton Community Services District*

**REGULAR MEETING *Minutes***

**January 17, 2024**

**Closed Session 1:00 p.m.**

**Open Session 2:00 p.m.**

**1209 Van Buren Ave.**

**Salton City, CA 92275**

**[www.saltoncsd.ca.gov](http://www.saltoncsd.ca.gov)**

**BOARD OF DIRECTORS:**

Michelle Gilmore, President  
Michael Friese, Vice President  
Manuel Ramos, Director  
Lidia A. Sierra, Director  
Dale Johnson, Director

**STAFF:**

Emmanuel Ramos, Interim General Manager  
Thania Garcia, Board Secretary  
Christina Sutton, Finance Officer  
Oracio Lemus, Field Foreman  
Stephen Prager, Park Supervisor

**1. CALL TO ORDER:**

**1:00 p.m.**

**2. ROLL CALL:**

**Michelle Gilmore Present**  
**Michael Friese Present**  
**Manuel Ramos Present**

**Lidia Sierra Present**  
**Dale Johnson Absent**

**3. PUBLIC COMMENTS:**

Pursuant to California Government Code Section 54954.3, the public has the right to address the board regarding any closed session items listed on the **closed session agenda** prior to the board adjourning into closed session. Anyone who wishes to address the Board, please come to the microphone. Public comments are limited to (3) minutes for each person. Comments are not to be directed towards an individual or individuals but to the Board on a specific issue.

**No Comments**

**4. CLOSED SESSION ITEMS:**

**A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: (Interim General Manager)

**B. CONFERENCE WITH LEGAL COUNSEL-Existing Litigation Pursuant to Government Code Section 54956.9(d)(1) Roxana Chavez v. Salton Services Community District, et al. Imperial County Superior Court Case No.: ECU002702**

- C. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: JALYNDA ELLEN ALEXANDER, Petitioner, vs. SALTON COMMUNITY SERVICES DISTRICT Respondent, Immanuel Ramos; Manuel Henry Ramos Real Parties in Interest. (Imperial County Superior Court Case # ECU003061)
- D. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: SALTON COMMUNITY SERVICES DISTRICT, a California special district, Plaintiff, vs. MITCHELL EDWARD MANSFIELD, an individual; and DOES 1-50, inclusive (Imperial County Superior Court Case # ECU002875)
- E. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (One case: Demand for Health Benefits by employee Steven Prager)
- F. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6) District designated representatives: Emmanuel Ramos, Christina Sutton, Robert Patterson, and Lena Wade Employee organization: Laborer's' International Union of North America Local No. 1184.

**5. OPEN SESSION: 2:00 pm**

**6. PLEDGE OF ALLEGIANCE: Michelle Gilmore, President**

**7. ANNOUNCEMENT OF CLOSED SESSION ACTIONS:**

- A. No Reportable Action
- B. No Reportable Action
- C. A Prop 218 petition was filed in an attempt to invalidate sewer fees that had been recently adopted by the district. However, the petitioner was ruled against by the trial court judge, resulting in the lawsuit being unsuccessful. The petitioner then filed a notice of appeal but withdrew it in exchange for a waiver of costs, including copying and transcript preparation costs. As a result, the district successfully resolved the Prop 218 petition and there is now a written settlement agreement in place regarding the dismissal of the lawsuit by the petitioner.
- D. Mr. Mansfield did not defend the case, therefore he lost by default. As a result, the default judgment is currently being processed.
- E. Previously, the district provided notice to Mr. Prager that his claim was untimely, so no action was taken.

- F. There were no reportable actions, but Ms. Wade, our office attorney, and staff continued to discuss the negotiation status and receive input.**

**8. PUBLIC COMMENTS:**

Pursuant to California Government Code Section 54954.3 members of the public may address the Board at this time on any items of public interest that are within the Board's subject matter jurisdiction. The Ralph M. Brown Act, however, prohibits the Board from taking action on any matter not appearing on the agenda. Those who wish to address the Board should come to the microphone. Members of the public will be given three (3) minutes to address the board on any items of public interest. Comments are not to be directed towards an individual or individuals but to the Board on a specific issue.

**Ryan Kelley- Desert Shores project approved. Kickoff meeting next week. More info through the Air Pollution Control District (APCD). Fire in Niland caused damage. State-provided trailers for temporary housing. 40 trailers are available for donation to nonprofits. If not sold to nonprofits, they will be sold in a public auction.**

**Barbara Quiroz- I am just here to share some information as the Vice President of the Lions Club. We do have a function coming up on February 10. A Sweetheart Dance we have tickets available in advance. We expect it to be a whole lot of fun. Tickets will also be available at the door. But I do have some tickets today if anybody's interested.**

**9. BOARD MEMBER COMMENTS:**

**President Gilmore- Made community events announcements. LAFCO meetings will no longer be available through Zoom.**

**Vice President Friese- Thanked Ryan Kelley for his valuable assistance in the grant and bidding process. He mentioned the email list being passed around to inform the community of any future meetings.**

**Director Ramos- Thanked the office staff and field workers who participated in the Christmas gift giveaway.**

**Director Sierra- Asked about the shade structure for Desert Shores Park.**

**10. CONSENT CALENDAR ITEMS:**

Consent calendar items are expected to be routine and non-controversial, to be acted upon by the board of directors at one time without discussion. If any board member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

- B. Approve the Minutes for the Special Meeting on December 6, 2023.  
(Vice President Friese removed item B to be voted on separately.)**

- A. Approve the Minutes for the Regular Meeting of December 20, 2023.**

C. Approve demands for the month of December 2023.

D. Slovak, Baron, Empey, Murphy, & Pinkney **(\$17,736.04)**

**Vice President Friese motioned to approve Items A, C, and D. Director Ramos seconded the motion.**

**Roll Call:**

**President Gilmore Yes**

**Director Sierra No**

**Vice President Friese Yes**

**Director Johnson Absent**

**Director Ramos Yes**

**Motion Passes 3-1**

B. Approve the Minutes for the Special Meeting on December 6, 2023.

**Vice President Friese motioned to approve Special Meeting Minutes for December 6, 2023. Director Ramos seconded the motion.**

**Roll Call:**

**President Gilmore Yes**

**Director Sierra Yes**

**Vice President Friese Yes**

**Director Johnson Absent**

**Director Ramos Yes**

**Motion Passes 4-0**

**11. REPORTS:**

A. Interim General Manager's report [**Emmanuel Ramos**]

B. Finance Officer's report [**Christina Sutton**]

C. Field Foreman's report [**Oracio Lemus**]

D. Park Supervisor's report [**Pascual Muniz**]

**12. MEMBERS OF THE BOARD REPORTS: STANDING COMMITTEE:**

A. Architectural Committee Report [**Israel Gonzales, Chairperson**]

**13. UNFINISHED BUSINESS:**

**14. NEW BUSINESS:**

A. **Resolution No. 2024-01-17-01** for the construction application which references the General Manager or Interim General Manager for authority to sign documents.

**Vice President Friese motioned to approve Resolution No. 2024-01-17-01. Director Ramos seconded the motion.**

**Roll Call:**

**President Gilmore Yes**

**Director Sierra Yes**

**Vice President Friese Yes**

**Director Johnson Absent**

**Director Ramos Yes**

**Motion Passes 4-0**

**15. SECOND CLOSED SESSION TO DISCUSS ITEMS NOT COMPLETED IN THE PRIOR CLOSED SESSION AS REFERENCED ABOVE.**

**16. ADJOURNMENT:**

**Director Ramos motioned to adjourn the meeting. Vice President Friese seconded the motion. The meeting adjourned at 2:48 pm.**

---

**Michelle Gilmore, President of the Board**

---

**Sonia Thania Garcia, Secretary of the Board**

Upon written request, this agenda will be made in an appropriate alternative format to persons with disabilities as required by Section 202 of the American with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Secretary of the Board at least 72 hours before the meeting. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at 1209 Van Buren St, Suite 1, Salton City, California 92275.

# Salton Community Services District

## Profit and Loss

January 2024

	GENERAL FUND	SEWER CONSTRUCTION	SEWER MAINTENANCE	TOTAL
Income				
4-1125 Architectural Plan Fees - GF	50.00			\$50.00
4-1304 Cell Tower Rent - GF	3,478.40			\$3,478.40
4-1307 Burrtec Waste Contract - GF	2,909.84			\$2,909.84
4-1612 FD Utility (rental) Income - GF	1,250.00			\$1,250.00
4-2101 Sewer User Charges - SM			1,227,149.75	\$1,227,149.75
4-2103 Sewer Lot Maintenance Fee - SM			149,640.29	\$149,640.29
4-2104 Interest & Penalties - SM			146,125.77	\$146,125.77
4-2107 Admin Fees from GF - SM			0.00	\$0.00
4-2200 Interest Income - SM			0.56	\$0.56
4-2401 Ste.2 Rental Income - SM (ICFL)			520.00	\$520.00
4-3203 Checking Interest Income - SC		0.04		\$0.04
Services	525.00		655.00	\$1,180.00
<b>Total Income</b>	<b>\$8,213.24</b>	<b>\$0.04</b>	<b>\$1,524,091.37</b>	<b>\$1,532,304.65</b>
<b>GROSS PROFIT</b>	<b>\$8,213.24</b>	<b>\$0.04</b>	<b>\$1,524,091.37</b>	<b>\$1,532,304.65</b>
Expenses				
6-1300 Supplies Expense - GF	23.65			\$23.65
6-1400 Banck Charge Expense - GF	95.16			\$95.16
6-1405 AD bank check orders expense	430.61			\$430.61
6-1500 Professional Services Exp - GF	4,455.10			\$4,455.10
6-1501 GF Auditing Expense	512.50			\$512.50
6-1504 GF Engineering Service Expense	364.50			\$364.50
6-1802 Admin Fees Due to SM - GF	-4,704.18		4,704.18	\$0.00
6-2003 Street Light Expense - ND	2,649.41			\$2,649.41
6-2005 Insurance Premiums Expense - ND	212.50			\$212.50
6-2301 District Legal Expense - ND	5,672.50			\$5,672.50
6-3201 GF telephone expense	12.19			\$12.19
6-3202 FD water service expense	50.79			\$50.79
6-3203 FD electric service expense	323.21			\$323.21
6-3207 GF technical expense	94.13			\$94.13
6-4101 PW Wages Expense			4,719.59	\$4,719.59
6-4105 PW retirees health benefits exp	395.95			\$395.95
6-4710 PW vehicle maintenance expense	63.72			\$63.72
6-4720 PW fuel and oil expense	459.42			\$459.42
6-4830 PW tools purchases expense	0.00			\$0.00
6-5102 SC Park water service expense	89.48			\$89.48
6-5103 SC Park electric service exp	73.02			\$73.02
6-5302 DS Park water service expense	67.80			\$67.80
6-5303 DS Park electric service exp	213.17			\$213.17
6-5403 Office Electrical Expense			1,275.04	\$1,275.04
6-5503 Duplex/SCSD Lights Electrical Expense	76.78			\$76.78

# Salton Community Services District

## Profit and Loss

January 2024

	GENERAL FUND	SEWER CONSTRUCTION	SEWER MAINTENANCE	TOTAL
6-6101 SM maint. crew wages expense			33,782.07	\$33,782.07
6-6102 SM employer expense			8,315.25	\$8,315.25
6-6104 SM health benefits expense			9,847.14	\$9,847.14
6-6105 Sm retiree health benefits exp			2,139.37	\$2,139.37
6-6109 SM clerical office wages exp			12,306.09	\$12,306.09
6-6110 SM administration. (GM) wages			10,576.95	\$10,576.95
6-6113 SM Directors' Compensation exp			400.00	\$400.00
6-6204 SM safety supplies expense			263.26	\$263.26
6-6205 SM work boots expense	238.14		238.14	\$476.28
6-6206 SM janitorial supplies expense			0.00	\$0.00
6-6401 SM vehicle maintenance expense			375.89	\$375.89
6-6402 SM equipment maintenance exp			1,380.66	\$1,380.66
6-6405 SM fuel & oil expense			1,727.00	\$1,727.00
6-6407 SM shop supplies expense			168.00	\$168.00
6-6501 SM water service expense			565.28	\$565.28
6-6502 SM electric service expense			17,781.88	\$17,781.88
6-6503 SM telephone expense			231.56	\$231.56
6-6504 SM cell phone expense			946.65	\$946.65
6-6505 SM underground alerts expense			64.25	\$64.25
6-6508 SM Alarm/Security Expense			119.85	\$119.85
6-6601 SM employee licenses expense			4,000.00	\$4,000.00
6-6607 SM toxic waste disposal exp			1,801.00	\$1,801.00
6-6711 SM sewer lines maint. expense			506.43	\$506.43
6-6712 SM pump station maint expense			11,309.70	\$11,309.70
6-6750 SM lab testing expense			1,992.30	\$1,992.30
6-6752 SM Engineering Service Expense			2,522.00	\$2,522.00
6-6760 SM Professional Services Exp			4,455.11	\$4,455.11
6-6763 Accounting Services - SM			14.97	\$14.97
6-6800 SM Miscellaneous Expenses			64.14	\$64.14
6-6806 SM Postage Expense			40.00	\$40.00
6-6811 SM Loan Interest Expense			3,346.49	\$3,346.49
6-6821 SM Insurance Premiums Expense			4,037.45	\$4,037.45
6-6831 SM Legal Expense			5,672.50	\$5,672.50
6-6832 SM Auditing Expense			512.50	\$512.50
6-6833 SM technical expense			1,788.49	\$1,788.49
6-6854 SM/GF Copier Lease/Maint. Expense	183.19		183.19	\$366.38
6-6856 SM Subscriptions Expense	249.00		200.00	\$449.00
6-6881 SM Sales Tax Expense			10.00	\$10.00
6-6894 SM Payroll Processing Fee Exp.			448.66	\$448.66
6-6930 SM Tool Purchases Expense			42.00	\$42.00
6-7601 GF Duplex Water Service Expense	13.41			\$13.41

# Salton Community Services District

## Profit and Loss

January 2024

	GENERAL FUND	SEWER CONSTRUCTION	SEWER MAINTENANCE	TOTAL
6-9399 SP other expense			38.61	\$38.61
<b>Total Expenses</b>	<b>\$12,315.15</b>	<b>\$0.00</b>	<b>\$154,913.64</b>	<b>\$167,228.79</b>
NET OPERATING INCOME	<b>\$ -4,101.91</b>	<b>\$0.04</b>	<b>\$1,369,177.73</b>	<b>\$1,365,075.86</b>
NET INCOME	<b>\$ -4,101.91</b>	<b>\$0.04</b>	<b>\$1,369,177.73</b>	<b>\$1,365,075.86</b>

# Salton Community Services District

## Transaction Report

January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
Supplies Expense - GF							
General Fund							
01/08/2024	Bill	36542160	Quill.com	Desk 2024 Calendars	6-1300 Supplies Expense - GF	2-2202 Accounts Payable:Accounts Payable - SM	23.65
Total for General Fund							\$23.65
Total for Supplies Expense - GF							\$23.65
Banck Charge Expense - GF							
General Fund							
01/16/2024	Check	ACH		Misc. Analysis Activity Fee	6-1400 Banck Charge Expense - GF	1-1211 Cash in Banks:General Fund	95.16
Total for General Fund							\$95.16
Total for Banck Charge Expense - GF							\$95.16
AD bank check orders expense							
General Fund							
01/29/2024	Bill		Intuit	500Secure Plus Checks & Secure Envelopes	6-1405 AD bank check orders expense	2-2202 Accounts Payable:Accounts Payable - SM	430.61
Total for General Fund							\$430.61
Total for AD bank check orders expense							\$430.61
Professional Services Exp - GF							
General Fund							
01/18/2024	Bill	SCSD1223	LAFCO	Administrative & Professional Review; Clerical Processing; Accounting Sept.-Dec. 2023	6-1500 Professional Services Exp - GF	2-2202 Accounts Payable:Accounts Payable - SM	4,455.10
Total for General Fund							\$4,455.10
Total for Professional Services Exp - GF							\$4,455.10
GF Auditing Expense							
General Fund							
01/31/2024	Bill	0124-45	O'Connor & Company	Project:CSD-3112 Professional Services rendered through 01/31/2024	6-1501 GF Auditing Expense	2-2202 Accounts Payable:Accounts Payable - SM	512.50
Total for General Fund							\$512.50
Total for GF Auditing Expense							\$512.50
GF Engineering Service Expense							
General Fund							
01/09/2024	Bill	116700	Petra Geosciences Inc.	Project: 23-210 Services Provided through December 31, 2023	6-1504 GF Engineering Service Expense	2-2202 Accounts Payable:Accounts Payable - SM	364.50
Total for General Fund							\$364.50
Total for GF Engineering Service Expense							\$364.50
Admin Fees Due to SM - GF							
General Fund							
01/03/2024	Journal Entry	CS010424-3		FY 23-24 to date 10% Wages	6-1802 Admin Fees Due to SM - GF	-Split-	-955.92
01/09/2024	Journal Entry	CS011124-3		FY 23-24 to date 10% Wages	6-1802 Admin Fees Due to SM - GF	-Split-	-923.81
01/16/2024	Journal Entry	CS011824-3		FY 23-24 to date 10% Wages	6-1802 Admin Fees Due to SM - GF	-Split-	-925.17
01/23/2024	Journal Entry	CS012524-3		FY 23-24 to date 10% Wages	6-1802 Admin Fees Due to SM - GF	-Split-	-951.08
01/29/2024	Journal Entry	CS020124-3		FY 23-24 to date 10% Wages	6-1802 Admin Fees Due to SM - GF	-Split-	-948.20
Total for General Fund							\$ -4,704.18
Sewer Maintenance							
01/03/2024	Journal Entry	CS010424		Pay Period: 12/25/2023 to: 12/31/2023	6-1802 Admin Fees Due to SM - GF	-Split-	955.92
01/08/2024	Journal Entry	CS011124		Pay Period: 01/01/2024 to: 01/07/2024	6-1802 Admin Fees Due to SM - GF	-Split-	923.81
01/16/2024	Journal Entry	CS011824		Pay Period: 01/08/2024 to: 01/14/2024	6-1802 Admin Fees Due to SM - GF	-Split-	925.17
01/22/2024	Journal Entry	CS012524		Pay Period: 01/15/2024 to: 01/21/2024	6-1802 Admin Fees Due to SM - GF	-Split-	951.08
01/29/2024	Journal Entry	CS020124		Pay Period: 01/22/2024 to: 01/28/2024	6-1802 Admin Fees Due to SM - GF	-Split-	948.20
Total for Sewer Maintenance							\$4,704.18
Total for Admin Fees Due to SM - GF							\$0.00
Street Light Expense - ND							
General Fund							

# Salton Community Services District

## Transaction Report

January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
01/04/2024	Bill		IID	SC Street Lights Electrical Service Expense 12/06/2023-01/04/2024 Account# 50007900	6-2003 Street Light Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	2,649.41
<b>Total for General Fund</b>							<b>\$2,649.41</b>
<b>Total for Street Light Expense - ND</b>							<b>\$2,649.41</b>
Insurance Premiums Expense - ND							
General Fund							
01/01/2024	Bill	75005	Special District Risk Management Auth.	FY 2023-2024 PL Insurance-Admin Office Building Value Undervalued location	6-2005 Insurance Premiums Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	212.50
<b>Total for General Fund</b>							<b>\$212.50</b>
<b>Total for Insurance Premiums Expense - ND</b>							<b>\$212.50</b>
District Legal Expense - ND							
General Fund							
01/31/2024	Bill	85109	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 01/31/2024	6-2301 District Legal Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	217.50
01/31/2024	Bill	85110	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 01/31/2024	6-2301 District Legal Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	460.00
01/31/2024	Bill	85108	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 01/31/2024	6-2301 District Legal Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	4,995.00
<b>Total for General Fund</b>							<b>\$5,672.50</b>
<b>Total for District Legal Expense - ND</b>							<b>\$5,672.50</b>
GF telephone expense							
General Fund							
01/28/2024	Bill	308236	Cytracom	District Office Monthly Phone Service Bill	6-3201 GF telephone expense	2-2202 Accounts Payable:Accounts Payable - SM	12.19
<b>Total for General Fund</b>							<b>\$12.19</b>
<b>Total for GF telephone expense</b>							<b>\$12.19</b>
FD water service expense							
General Fund							
01/03/2024	Bill		CVWD	Fire Department House Water Service Account# 645615-117834	6-3202 FD water service expense	2-2202 Accounts Payable:Accounts Payable - SM	50.79
<b>Total for General Fund</b>							<b>\$50.79</b>
<b>Total for FD water service expense</b>							<b>\$50.79</b>
FD electric service expense							
General Fund							
01/04/2024	Bill		IID	Fire Department House Electrical Service 12/01/2023-01/02/2024 Account# 50696333	6-3203 FD electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	323.21
<b>Total for General Fund</b>							<b>\$323.21</b>
<b>Total for FD electric service expense</b>							<b>\$323.21</b>
GF technical expense							
General Fund							
01/01/2024	Bill	3033-01012024- 19	Interconnect Networks	Tech Support Monthly Bill/Expenses	6-3207 GF technical expense	2-2202 Accounts Payable:Accounts Payable - SM	94.13
<b>Total for General Fund</b>							<b>\$94.13</b>
<b>Total for GF technical expense</b>							<b>\$94.13</b>
PW Wages Expense							
Sewer Maintenance							
01/03/2024	Journal Entry	CS010424-2		Payroll accrual 12/31/23	6-4101 PW Wages Expense	-Split-	890.40
01/08/2024	Journal Entry	CS011124-2		Payroll accrual 01/07/24	6-4101 PW Wages Expense	-Split-	890.40
01/16/2024	Journal Entry	CS011825		Payroll accrual 01/14/24	6-4101 PW Wages Expense	-Split-	1,024.26
01/22/2024	Journal Entry	CS012524-2		Payroll accrual 01/21/24	6-4101 PW Wages Expense	-Split-	961.73
01/29/2024	Journal Entry	CS020125		Payroll accrual 01/28/24	6-4101 PW Wages Expense	-Split-	952.80
<b>Total for Sewer Maintenance</b>							<b>\$4,719.59</b>
<b>Total for PW Wages Expense</b>							<b>\$4,719.59</b>
PW retirees health benefits exp							
General Fund							

Salton Community Services District

Transaction Report  
January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
01/03/2024	Check	0490	Fair, Clarence R.	Retiree Health Benefit for the Month of February 2024	6-4105 PW retirees health benefits exp	1-1211 Cash in Banks:General Fund	395.95
Total for General Fund							\$395.95
Total for PW retirees health benefits exp							\$395.95
PW vehicle maintenance expense							
General Fund							
01/19/2024	Bill	3523-316912	O'Reilly Auto Parts	Evap Purge Vale & Evap Purge Valve Cannister for Unit# 11	6-4710 PW vehicle maintenance expense	2-2202 Accounts Payable:Accounts Payable - SM	63.72
Total for General Fund							\$63.72
Total for PW vehicle maintenance expense							\$63.72
PW fuel and oil expense							
General Fund							
01/15/2024	Bill	0825902	SC Fuels	Fuel Card Expense-GF	6-4720 PW fuel and oil expense	2-2202 Accounts Payable:Accounts Payable - SM	236.24
01/31/2024	Bill	0832933	SC Fuels	Fuel Card Expense-GF	6-4720 PW fuel and oil expense	2-2202 Accounts Payable:Accounts Payable - SM	223.18
Total for General Fund							\$459.42
Total for PW fuel and oil expense							\$459.42
PW tools purchases expense							
General Fund							
01/30/2024	Bill		Home Depot	Chainsaw, Chainsaw Chain, Mix, 3yr warranty	6-4830 PW tools purchases expense	2-2202 Accounts Payable:Accounts Payable - SM	497.94
01/30/2024	Bill		Home Depot	Cancelled Order	6-4830 PW tools purchases expense	2-2202 Accounts Payable:Accounts Payable - SM	-497.94
Total for General Fund							\$0.00
Total for PW tools purchases expense							\$0.00
SC Park water service expense							
General Fund							
01/02/2024	Bill		CVWD	SC Park Water Service Account# 106457-145806	6-5102 SC Park water service expense	2-2202 Accounts Payable:Accounts Payable - SM	89.48
Total for General Fund							\$89.48
Total for SC Park water service expense							\$89.48
SC Park electric service exp							
General Fund							
01/04/2024	Bill		IID	Electrical Expense 12/01/2023-01/02/2024 Account# 50007986	6-5103 SC Park electric service exp	2-2202 Accounts Payable:Accounts Payable - SM	73.02
Total for General Fund							\$73.02
Total for SC Park electric service exp							\$73.02
DS Park water service expense							
General Fund							
01/05/2024	Bill		CVWD	DS Park Water Service Expense Account# 100569-101606	6-5302 DS Park water service expense	2-2202 Accounts Payable:Accounts Payable - SM	67.80
Total for General Fund							\$67.80
Total for DS Park water service expense							\$67.80
DS Park electric service exp							
General Fund							
01/04/2024	Bill		IID	Desert Shores Park Electrical Expense 12/01/2023-01/02/2024 Account# 50356177	6-5303 DS Park electric service exp	2-2202 Accounts Payable:Accounts Payable - SM	213.17
Total for General Fund							\$213.17
Total for DS Park electric service exp							\$213.17
Office Electrical Expense							
Sewer Maintenance							
01/04/2024	Bill		IID	Electrical Service Expense suite 1,2, 3, 4 12/01/2023-01/02/2024 Account# 50638778 Suite 2 Account# 50638757 Suite 5 Account# 50782673 Suite 3 Account# 50638777 Suite 1	6-5403 Office Electrical Expense	2-2202 Accounts Payable:Accounts Payable - SM	1,275.04
Total for Sewer Maintenance							\$1,275.04
Total for Office Electrical Expense							\$1,275.04

# Salton Community Services District

## Transaction Report

January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
Duplex/SCSD Lights Electrical Expense							
General Fund							
01/04/2024	Bill		IID	DS Drive Entrance Lights 12/01/2023-01/02/2024 Account# 50039659	6-5503 Duplex/SCSD Lights Electrical Expense	2-2202 Accounts Payable:Accounts Payable - SM	12.34
01/04/2024	Bill		IID	SC Entrance Lights Electrical Service Expense 12/01/2023-01/02/2024 Account# 50053794	6-5503 Duplex/SCSD Lights Electrical Expense	2-2202 Accounts Payable:Accounts Payable - SM	12.34
01/04/2024	Bill		IID	Duplex Electrical Expense 12/01/2023-01/02/2024 Account# 50778496	6-5503 Duplex/SCSD Lights Electrical Expense	2-2202 Accounts Payable:Accounts Payable - SM	52.10
Total for General Fund							\$76.78
Total for Duplex/SCSD Lights Electrical Expense							\$76.78
SM maint. crew wages expense							
Sewer Maintenance							
01/03/2024	Journal Entry	CS010424-2		Payroll accrual 12/31/23	6-6101 SM maint. crew wages expense	-Split-	7,142.24
01/08/2024	Journal Entry	CS011124-2		Payroll accrual 01/07/24	6-6101 SM maint. crew wages expense	-Split-	6,611.70
01/16/2024	Journal Entry	CS011825		Payroll accrual 01/14/24	6-6101 SM maint. crew wages expense	-Split-	6,603.40
01/22/2024	Journal Entry	CS012524-2		Payroll accrual 01/21/24	6-6101 SM maint. crew wages expense	-Split-	6,598.03
01/29/2024	Journal Entry	CS020125		Payroll accrual 01/28/24	6-6101 SM maint. crew wages expense	-Split-	6,826.70
Total for Sewer Maintenance							\$33,782.07
Total for SM maint. crew wages expense							\$33,782.07
SM employer expense							
Sewer Maintenance							
01/03/2024	Journal Entry	CS010424-2		Payroll accrual 12/31/23	6-6102 SM employer expense	-Split-	1,743.38
01/08/2024	Journal Entry	CS011124-2		Payroll accrual 01/07/24	6-6102 SM employer expense	-Split-	1,669.91
01/16/2024	Journal Entry	CS011825		Payroll accrual 01/14/24	6-6102 SM employer expense	-Split-	1,691.20
01/22/2024	Journal Entry	CS012524-2		Payroll accrual 01/21/24	6-6102 SM employer expense	-Split-	1,642.71
01/29/2024	Journal Entry	CS020125		Payroll accrual 01/28/24	6-6102 SM employer expense	-Split-	1,568.05
Total for Sewer Maintenance							\$8,315.25
Total for SM employer expense							\$8,315.25
SM health benefits expense							
Sewer Maintenance							
01/09/2024	Bill		Laborers Health & Welfare Trust So. CA	December Health Insurance	6-6104 SM health benefits expense	2-2202 Accounts Payable:Accounts Payable - SM	9,847.14
Total for Sewer Maintenance							\$9,847.14
Total for SM health benefits expense							\$9,847.14
Sm retiree health benefits exp							
Sewer Maintenance							
01/03/2024	Check	0756	Thompson, Janice	Retiree Health Benefit for the Month of February 2024	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	209.41
01/03/2024	Check	0754	Reagles, Rosa	Retiree Health Benefit for the Month of February 2024	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	469.40
01/03/2024	Check	0757	Timothy A. Roberts	Retiree Health Benefit for the Month of February 2024	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	174.70
01/03/2024	Check	0755	Robert Dunning	Retiree Health Benefit for the Month of February 2024	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	491.11
01/03/2024	Check	0758	Fair, Gloria L.	Retiree Health Benefit for the Month of February 2024	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	370.85
01/03/2024	Check	0753	Freeman, Mr. Blake	Retiree Health Benefit for the Month of February 2024	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	423.90
Total for Sewer Maintenance							\$2,139.37
Total for Sm retiree health benefits exp							\$2,139.37
SM clerical office wages exp							
Sewer Maintenance							
01/03/2024	Journal Entry	CS010424-2		Payroll accrual 12/31/23	6-6109 SM clerical office wages exp	-Split-	2,439.60
01/08/2024	Journal Entry	CS011124-2		Payroll accrual 01/07/24	6-6109 SM clerical office wages exp	-Split-	2,439.60
01/16/2024	Journal Entry	CS011825		Payroll accrual 01/14/24	6-6109 SM clerical office	-Split-	2,467.69

Salton Community Services District

Transaction Report  
January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
01/22/2024	Journal Entry	CS012524-2		Payroll accrual 01/21/24	wages exp 6-6109 SM clerical office	-Split-	2,439.60
01/29/2024	Journal Entry	CS020125		Payroll accrual 01/28/24	wages exp 6-6109 SM clerical office	-Split-	2,519.60
Total for Sewer Maintenance							\$12,306.09
Total for SM clerical office wages exp							\$12,306.09
SM administration. (GM) wages							
Sewer Maintenance							
01/03/2024	Journal Entry	CS010424-2		Payroll accrual 12/31/23	6-6110 SM administration. (GM)	-Split-	2,115.39
01/08/2024	Journal Entry	CS011124-2		Payroll accrual 01/07/24	wages 6-6110 SM administration. (GM)	-Split-	2,115.39
01/16/2024	Journal Entry	CS011825		Payroll accrual 01/14/24	wages 6-6110 SM administration. (GM)	-Split-	2,115.39
01/22/2024	Journal Entry	CS012524-2		Payroll accrual 01/21/24	wages 6-6110 SM administration. (GM)	-Split-	2,115.39
01/29/2024	Journal Entry	CS020125		Payroll accrual 01/28/24	wages 6-6110 SM administration. (GM)	-Split-	2,115.39
Total for Sewer Maintenance							\$10,576.95
Total for SM administration. (GM) wages							\$10,576.95
SM Directors' Compensation exp							
Sewer Maintenance							
01/22/2024	Journal Entry	CS012524-2		Payroll accrual 01/21/24	6-6113 SM Directors' Compensation exp	-Split-	400.00
Total for Sewer Maintenance							\$400.00
Total for SM Directors' Compensation exp							\$400.00
SM safety supplies expense							
Sewer Maintenance							
01/12/2024	Bill		Kwik Safety	Safety Vests for SM Crew PPE Requirement	6-6204 SM safety supplies expense	2-2202 Accounts Payable:Accounts Payable - SM	109.10
01/16/2024	Bill	580099/5805213	Mallory Safety & Supply LLC	Safety Glasses	6-6204 SM safety supplies expense	2-2202 Accounts Payable:Accounts Payable - SM	117.40
01/16/2024	Bill	580099/5805213	Mallory Safety & Supply LLC	Lens Cleaning Wipes	6-6204 SM safety supplies expense	2-2202 Accounts Payable:Accounts Payable - SM	36.76
Total for Sewer Maintenance							\$263.26
Total for SM safety supplies expense							\$263.26
SM work boots expense							
General Fund							
01/31/2024	Bill		KC Welding & Rentals, Inc.	Annual work boots for Pascual	6-6205 SM work boots expense	2-2202 Accounts Payable:Accounts Payable - SM	238.14
Total for General Fund							\$238.14
Sewer Maintenance							
01/31/2024	Bill		KC Welding & Rentals, Inc.	FY 23-24 Work Boot Replacement for Erick Allen	6-6205 SM work boots expense	2-2202 Accounts Payable:Accounts Payable - SM	238.14
Total for Sewer Maintenance							\$238.14
Total for SM work boots expense							\$476.28
SM janitorial supplies expense							
Sewer Maintenance							
01/10/2024	Invoice	1499	Imperial County Free Library	Paper towels and Toilet Paper	6-6206 SM janitorial supplies expense	1-2000 Accounts Receivable	0.00
Total for Sewer Maintenance							\$0.00
Total for SM janitorial supplies expense							\$0.00
SM vehicle maintenance expense							
Sewer Maintenance							
01/08/2024	Bill		Fiesta Ford	2 Cam phase Intake Sensors, 2 Cam Phase Exhaust Sensors for Unit 2	6-6401 SM vehicle maintenance expense	2-2202 Accounts Payable:Accounts Payable - SM	354.16
01/19/2024	Bill	3253-316909	O'Reilly Auto Parts	Oil Pan Gasket for Unit# 17	6-6401 SM vehicle maintenance expense	2-2202 Accounts Payable:Accounts Payable	21.73

Salton Community Services District

Transaction Report

January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
						- SM	
Total for Sewer Maintenance							\$375.89
Total for SM vehicle maintenance expense							\$375.89
SM equipment maintenance exp							
Sewer Maintenance							
01/19/2024	Bill	160144796	Daniels Tire Service	2 Goodyear Tires 11 R 22.5 Unit# 53	6-6402 SM equipment maintenance exp	2-2202 Accounts Payable:Accounts Payable - SM	1,129.69
01/24/2024	Check	0779	Steven Rodriguez	Reimbursement for Parts for Unit 100 1 Rosin Core Solder, 1 ATM Fuse Holder	6-6402 SM equipment maintenance exp	1-1212 Cash in Banks:Sewer Maintenance	19.37
01/24/2024	Bill	3301026	Amazon	Bucket Teeth for Unit 98	6-6402 SM equipment maintenance exp	2-2202 Accounts Payable:Accounts Payable - SM	231.60
Total for Sewer Maintenance							\$1,380.66
Total for SM equipment maintenance exp							\$1,380.66
SM fuel & oil expense							
Sewer Maintenance							
01/15/2024	Bill	0825902	SC Fuels	Fuel Card Expense-SM	6-6405 SM fuel & oil expense	2-2202 Accounts Payable:Accounts Payable - SM	955.70
01/31/2024	Bill	0832933	SC Fuels	Fuel Card Expense-SM	6-6405 SM fuel & oil expense	2-2202 Accounts Payable:Accounts Payable - SM	771.30
Total for Sewer Maintenance							\$1,727.00
Total for SM fuel & oil expense							\$1,727.00
SM shop supplies expense							
Sewer Maintenance							
01/16/2024	Bill	I0624154	ATCO	Release II Arosol Cans Penetrating Oil	6-6407 SM shop supplies expense	2-2202 Accounts Payable:Accounts Payable - SM	168.00
Total for Sewer Maintenance							\$168.00
Total for SM shop supplies expense							\$168.00
SM water service expense							
Sewer Maintenance							
01/02/2024	Bill		CVWD	Sewer Jet Water Service Expense Account# 273741-732668	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	89.57
01/02/2024	Bill		CVWD	District Water Service-Office Irrigation Account# 597959-732636	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	29.04
01/02/2024	Bill		CVWD	District Water Service-Office Account# 597961-732634	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	30.55
01/02/2024	Bill		CVWD	District Shop Water Service Expense Account# 106235-143472	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	18.33
01/02/2024	Bill		CVWD	Vactor Truck Water Service Expense Account# 273739-732666	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	50.19
01/18/2024	Bill		CVWD	Construction Meter	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	125.00
01/26/2024	Bill		CVWD	District Water Service-Office Account# 597961-732634	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	37.93
01/26/2024	Bill		CVWD	District Water Service-Office Irrigation Account# 597959-732636	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	29.04
01/31/2024	Bill		CVWD	Vactor Truck Water Service Expense Account# 273739-732666	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	50.19
01/31/2024	Bill		CVWD	Sewer Jet Water Service Expense Account# 273741-732668	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	88.34
01/31/2024	Bill		CVWD	District Shop Water Service Expense Account# 106235-143472	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	17.10
Total for Sewer Maintenance							\$565.28
Total for SM water service expense							\$565.28
SM electric service expense							
Sewer Maintenance							

# Salton Community Services District

## Transaction Report

January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
01/04/2024	Bill		IID	Station# 2 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50008036	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	312.39
01/04/2024	Bill		IID	Station# 21 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50377292	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	17.57
01/04/2024	Bill		IID	District Shop Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 5007893	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	241.98
01/04/2024	Bill		IID	Station# 1 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50008017	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	14.48
01/04/2024	Bill		IID	Station# 5 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50007993	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	127.61
01/04/2024	Bill		IID	Station# 24-480 Volt Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50391442	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	1,140.54
01/04/2024	Bill		IID	Station# 7 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50274645	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	31.80
01/04/2024	Bill		IID	Station# 13 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50007969	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	23.37
01/04/2024	Bill		IID	Station# 12 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50063692	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	12.34
01/04/2024	Bill		IID	Lansing Ponds Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50811216	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	2,813.57
01/04/2024	Bill		IID	DS Ponds Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50053804	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	2,427.83
01/04/2024	Bill		IID	Station# 16 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50805317	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	491.03
01/04/2024	Bill		IID	Station# 24-240 Volt STBY Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50007916	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	14.40
01/04/2024	Bill		IID	Station# 6 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50349623	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	76.76
01/04/2024	Bill		IID	Station# 10 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50007977	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	252.53
01/04/2024	Bill		IID	Station# 15 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50007959	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	132.62
01/04/2024	Bill		IID	Station# 19-20 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50007933	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	124.89
01/04/2024	Bill		IID	Station# 23 & Lansing Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50007907	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	439.61
01/04/2024	Bill		IID	Station# 17-18 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50007941	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	56.06
01/04/2024	Bill		IID	TRC Ponds Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50391443	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	8,680.71
01/04/2024	Bill		IID	Station# 22-B Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50391441	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	221.53
01/04/2024	Bill		IID	District Shop Back Bldg Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50857762	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	22.63
01/04/2024	Bill		IID	Station# 8 Monthly Electricity Expense 12/01/2023-01/02/2024 Account# 50053786	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	105.63
Total for Sewer Maintenance							\$17,781.88
Total for SM electric service expense							\$17,781.88
SM telephone expense							
Sewer Maintenance							
01/28/2024	Bill	308236	Cytracom	District Office Monthly Phone Service Bill	6-6503 SM telephone expense	2-2202 Accounts Payable:Accounts Payable	231.56

Salton Community Services District

Transaction Report

January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
						- SM	
Total for Sewer Maintenance							\$231.56
Total for SM telephone expense							\$231.56
SM cell phone expense							
Sewer Maintenance							
01/08/2024	Bill	9953706947	Verizon Wireless	On Call Phone 12/09/2023-01/08/2024	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	63.42
01/22/2024	Bill	6q3y352	Ooma.com	Station 16 Alert Monitoring phone line service	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	29.99
01/24/2024	Bill	8vlbbgdrcl	Ooma.com	Station 24 Alert Monitoring phone line service	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	29.99
01/24/2024	Bill	gvvzlu3plk	Ooma.com	Station 22 Alert Monitoring phone line service	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	29.99
01/25/2024	Bill	9955133594	Verizon Wireless	10/26-11/25/2023 Company Cell phone, Tablet Service Account# 542131140-00001	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	763.27
01/29/2024	Bill	oubuggq7	Ooma.com	Station 2 Alert Monitoring phone line service	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	29.99
Total for Sewer Maintenance							\$946.65
Total for SM cell phone expense							\$946.65
SM underground alerts expense							
Sewer Maintenance							
01/01/2024	Bill	1220230631	Underground Service Alert/SC	31 new ticket charges	6-6505 SM underground alerts expense	2-2202 Accounts Payable:Accounts Payable - SM	54.25
01/01/2024	Bill	1220230631	Underground Service Alert/SC	Monthly Database Maintenance fee	6-6505 SM underground alerts expense	2-2202 Accounts Payable:Accounts Payable - SM	10.00
Total for Sewer Maintenance							\$64.25
Total for SM underground alerts expense							\$64.25
SM Alarm/Security Expense							
Sewer Maintenance							
01/01/2024	Bill	477003	Desert Alarm Inc.	Alarm Security	6-6508 SM Alarm/Security Expense	2-2202 Accounts Payable:Accounts Payable - SM	119.85
Total for Sewer Maintenance							\$119.85
Total for SM Alarm/Security Expense							\$119.85
SM employee licenses expense							
Sewer Maintenance							
01/18/2024	Bill		Sillers Institute	CDL Training-Jonah Taylor	6-6601 SM employee licenses expense	2-2202 Accounts Payable:Accounts Payable - SM	4,000.00
Total for Sewer Maintenance							\$4,000.00
Total for SM employee licenses expense							\$4,000.00
SM toxic waste disposal exp							
Sewer Maintenance							
01/03/2024	Bill	IM0016804	Department of Toxic Substances Control	Toxic Waste Disposal Permit	6-6607 SM toxic waste disposal exp	2-2202 Accounts Payable:Accounts Payable - SM	1,801.00
Total for Sewer Maintenance							\$1,801.00
Total for SM toxic waste disposal exp							\$1,801.00
SM sewer lines maint. expense							
Sewer Maintenance							
01/23/2024	Bill	U255122	Core and Main LP	Smith-Blair 226 Full Circle Repair Clamp w/low alloy bolts 7 nuts, 12" Nominal size 20" width OD Range 13.10-13.50	6-6711 SM sewer lines maint. expense	2-2202 Accounts Payable:Accounts Payable - SM	506.43
Total for Sewer Maintenance							\$506.43
Total for SM sewer lines maint. expense							\$506.43
SM pump station maint expense							
Sewer Maintenance							
01/15/2024	Bill	B08626-IA	Swains Electric	Rebuild Station 24 Submersion Pump	6-6712 SM pump station maint expense	2-2202 Accounts Payable:Accounts Payable - SM	9,762.24
01/22/2024	Bill	00251699	USA BlueBook	30' suspended, SPST, Float Switch Normally open, Sig Dut # 16582	6-6712 SM pump station maint expense	2-2202 Accounts Payable:Accounts Payable	751.54

Salton Community Services District

Transaction Report  
January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
01/26/2024	Bill	9977216150	Grainger	Station# 10 Sewer Gas Damage Prevention	6-6712 SM pump station maint expense	- SM 2-2202 Accounts Payable:Accounts Payable - SM	81.33
01/29/2024	Bill	2024-0125	Control Systems Engineering Inc.	Station #10 Inspect, repair Gorman Rupp Pump, Station# 22 Inspect and repair Pump 1 & 2	6-6712 SM pump station maint expense	2-2202 Accounts Payable:Accounts Payable - SM	453.75
01/30/2024	Bill		Home Depot	Anit-oxidant compound, weather-strip tape for station 10	6-6712 SM pump station maint expense	2-2202 Accounts Payable:Accounts Payable - SM	78.54
01/30/2024	Bill		Home Depot	Posts for station 20 & 13 and cement	6-6712 SM pump station maint expense	2-2202 Accounts Payable:Accounts Payable - SM	182.30
Total for Sewer Maintenance							\$11,309.70
Total for SM pump station maint expense							\$11,309.70
SM lab testing expense							
Sewer Maintenance							
01/22/2024	Bill	CA41258-9867	Babcock Labortories, Inc.	Lansing Monthly Pond Sample	6-6750 SM lab testing expense	2-2202 Accounts Payable:Accounts Payable - SM	308.97
01/22/2024	Bill	CA41274-9867	Babcock Labortories, Inc.	Desert Shores Annual Testing Sample	6-6750 SM lab testing expense	2-2202 Accounts Payable:Accounts Payable - SM	394.83
01/22/2024	Bill	CA41259-9867	Babcock Labortories, Inc.	TRC Ponds Water Sample	6-6750 SM lab testing expense	2-2202 Accounts Payable:Accounts Payable - SM	189.87
01/22/2024	Bill	CA41275-9867	Babcock Labortories, Inc.	TRC Ponds Annual Testing Sample	6-6750 SM lab testing expense	2-2202 Accounts Payable:Accounts Payable - SM	394.83
01/22/2024	Bill	CA41257-9867	Babcock Labortories, Inc.	Desert Shores Monthly Pond Sample	6-6750 SM lab testing expense	2-2202 Accounts Payable:Accounts Payable - SM	308.97
01/22/2024	Bill	CA41276-9867	Babcock Labortories, Inc.	Lansing Annual Testing Sample	6-6750 SM lab testing expense	2-2202 Accounts Payable:Accounts Payable - SM	394.83
Total for Sewer Maintenance							\$1,992.30
Total for SM lab testing expense							\$1,992.30
SM Engineering Service Expense							
Sewer Maintenance							
01/04/2024	Bill	2023-587	TKE Engineering, Inc	RWQCB Tech Reports Lansing & TRC Project# 157-04 Waste Discharge Requirements Permit Amendments	6-6752 SM Engineering Service Expense	2-2202 Accounts Payable:Accounts Payable - SM	2,157.50
01/09/2024	Bill	116700	Petra Geosciences Inc.	Project: 23-210 Services Provided through December 31, 2023	6-6752 SM Engineering Service Expense	2-2202 Accounts Payable:Accounts Payable - SM	364.50
Total for Sewer Maintenance							\$2,522.00
Total for SM Engineering Service Expense							\$2,522.00
SM Professional Services Exp							
Sewer Maintenance							
01/18/2024	Bill	SCSD1223	LAFCO	Administrative & Professional Review; Clerical Processing; Accounting Sept.-Dec. 2023	6-6760 SM Professional Services Exp	2-2202 Accounts Payable:Accounts Payable - SM	4,455.11
Total for Sewer Maintenance							\$4,455.11
Total for SM Professional Services Exp							\$4,455.11
Accounting Services - SM							
Sewer Maintenance							
01/25/2024	Bill	267700	Intuit	Issuing 1099-NEC for 3 Vendors	6-6763 Accounting Services - SM	2-2202 Accounts Payable:Accounts Payable - SM	14.97
Total for Sewer Maintenance							\$14.97
Total for Accounting Services - SM							\$14.97
SM Miscellaneous Expenses							
Sewer Maintenance							
01/05/2024	Bill		Net Pay Payroll	Payroll Record-W2 for Roxana Chavez to provide to SDRMA attorneys	6-6800 SM Miscellaneous Expenses	2-2202 Accounts Payable:Accounts Payable - SM	25.00
01/08/2024	Bill		Office Depot/Office Max	Robert Heinze in living memory poster	6-6800 SM Miscellaneous Expenses	2-2202 Accounts Payable:Accounts Payable - SM	39.14
Total for Sewer Maintenance							\$64.14
Total for SM Miscellaneous Expenses							\$64.14

Salton Community Services District

Transaction Report  
January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
SM Postage Expense							
01/28/2024	Bill		Quadient Finance USA - Postage	Postage	6-6806 SM Postage Expense	2-2202 Accounts Payable:Accounts Payable - SM	40.00
Total for Sewer Maintenance							\$40.00
Total for SM Postage Expense							\$40.00
SM Loan Interest Expense							
01/01/2024	Check	0749	Salton Sea Enterprises, LLC.	Loan Interest Payable 2024	6-6811 SM Loan Interest Expense	1-1212 Cash in Banks:Sewer Maintenance	3,015.36
01/09/2024	Check	ACH	CIT	Interest	6-6811 SM Loan Interest Expense	1-1212 Cash in Banks:Sewer Maintenance	331.13
Total for Sewer Maintenance							\$3,346.49
Total for SM Loan Interest Expense							\$3,346.49
SM Insurance Premiums Expense							
01/01/2024	Bill	75005	Special District Risk Management Auth.	FY 2023-2024 PL Insurance-Admin Office Building Value Undervalued location	6-6821 SM Insurance Premiums Expense	2-2202 Accounts Payable:Accounts Payable - SM	4,037.45
Total for Sewer Maintenance							\$4,037.45
Total for SM Insurance Premiums Expense							\$4,037.45
SM Legal Expense							
01/31/2024	Bill	85110	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 01/31/2024	6-6831 SM Legal Expense	2-2202 Accounts Payable:Accounts Payable - SM	460.00
01/31/2024	Bill	85109	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 01/31/2024	6-6831 SM Legal Expense	2-2202 Accounts Payable:Accounts Payable - SM	217.50
01/31/2024	Bill	85108	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 01/31/2024	6-6831 SM Legal Expense	2-2202 Accounts Payable:Accounts Payable - SM	4,995.00
Total for Sewer Maintenance							\$5,672.50
Total for SM Legal Expense							\$5,672.50
SM Auditing Expense							
01/31/2024	Bill	0124-45	O'Connor & Company	Project:CSD-3112 Professional Services rendered through 01/31/2024	6-6832 SM Auditing Expense	2-2202 Accounts Payable:Accounts Payable - SM	512.50
Total for Sewer Maintenance							\$512.50
Total for SM Auditing Expense							\$512.50
SM technical expense							
01/01/2024	Bill	3033-01012024- 19	Interconnect Networks	Tech Support Monthly Bill/Expenses	6-6833 SM technical expense	2-2202 Accounts Payable:Accounts Payable - SM	1,788.49
Total for Sewer Maintenance							\$1,788.49
Total for SM technical expense							\$1,788.49
SM/GF Copier Lease/Maint. Expense							
01/14/2024	Bill	5321957	Xerox Financial Services	Copier Machine Lease 01/03-02/02/2024	6-6854 SM/GF Copier Lease/Maint. Expense	2-2202 Accounts Payable:Accounts Payable - SM	87.69
01/26/2024	Bill	24AR1484887	Visual Edge IT	Monthly Charge for Printing	6-6854 SM/GF Copier Lease/Maint. Expense	2-2202 Accounts Payable:Accounts Payable - SM	95.50
Total for General Fund							\$183.19
Sewer Maintenance							
01/14/2024	Bill	5321957	Xerox Financial Services	Copier Machine Lease 01/03-02/02/2024	6-6854 SM/GF Copier Lease/Maint. Expense	2-2202 Accounts Payable:Accounts Payable - SM	87.70
01/26/2024	Bill	24AR1484887	Visual Edge IT	Monthly Charge for Printing	6-6854 SM/GF Copier Lease/Maint. Expense	2-2202 Accounts Payable:Accounts Payable - SM	95.49
Total for Sewer Maintenance							\$183.19
Total for SM/GF Copier Lease/Maint. Expense							\$366.38
SM Subscriptions Expense							
General Fund							

Salton Community Services District

Transaction Report  
January 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
01/01/2024	Bill	FE8F35D0-0038	Streamline	Website Hosting Bill January 1, 2024 - February 1, 2024	6-6856 SM Subscriptions Expense	2-2202 Accounts Payable:Accounts Payable - SM	249.00
Total for General Fund							\$249.00
Sewer Maintenance							
01/22/2024	Bill		Intuit	QuickBooks Monthly Expense	6-6856 SM Subscriptions Expense	2-2202 Accounts Payable:Accounts Payable - SM	200.00
Total for Sewer Maintenance							\$200.00
Total for SM Subscriptions Expense							\$449.00
SM Sales Tax Expense							
Sewer Maintenance							
01/25/2024	Bill		Ca Department of Motor Vehicles	T103 Registration Renewal	6-6881 SM Sales Tax Expense	2-2202 Accounts Payable:Accounts Payable - SM	10.00
Total for Sewer Maintenance							\$10.00
Total for SM Sales Tax Expense							\$10.00
SM Payroll Processing Fee Exp.							
Sewer Maintenance							
01/04/2024	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	1-1212 Cash in Banks:Sewer Maintenance	62.25
01/12/2024	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	1-1212 Cash in Banks:Sewer Maintenance	58.61
01/19/2024	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	1-1212 Cash in Banks:Sewer Maintenance	56.79
01/26/2024	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	1-1212 Cash in Banks:Sewer Maintenance	58.61
01/31/2024	Check	ACH	ADP	End of Year W2 Statements	6-6894 SM Payroll Processing Fee Exp.	1-1212 Cash in Banks:Sewer Maintenance	212.40
Total for Sewer Maintenance							\$448.66
Total for SM Payroll Processing Fee Exp.							\$448.66
SM Tool Purchases Expense							
Sewer Maintenance							
01/08/2024	Bill		Amazon	Timing chain wedge	6-6930 SM Tool Purchases Expense	2-2202 Accounts Payable:Accounts Payable - SM	8.23
01/08/2024	Bill		Amazon	Camshaft holder	6-6930 SM Tool Purchases Expense	2-2202 Accounts Payable:Accounts Payable - SM	33.77
Total for Sewer Maintenance							\$42.00
Total for SM Tool Purchases Expense							\$42.00
GF Duplex Water Service Expense							
General Fund							
01/05/2024	Bill		CVWD	DS Building Water Service-Duplex Account# 710799-100642	6-7601 GF Duplex Water Service Expense	2-2202 Accounts Payable:Accounts Payable - SM	13.41
Total for General Fund							\$13.41
Total for GF Duplex Water Service Expense							\$13.41
SP other expense							
Sewer Maintenance							
01/30/2024	Bill		Home Depot	90 elbows	6-9399 SP other expense	2-2202 Accounts Payable:Accounts Payable - SM	5.05
01/30/2024	Bill		Home Depot	Crimp Style couplers, crimp rings, assortment wire nuts	6-9399 SP other expense	2-2202 Accounts Payable:Accounts Payable - SM	33.56
Total for Sewer Maintenance							\$38.61
Total for SP other expense							\$38.61
TOTAL							\$167,228.79



1209 Van Buren Ave. Suite 1  
Post Office Box 5268  
SALTON CITY, CALIFORNIA 92275-5268  
TELEPHONE: (760) 394-4446  
FAX: (760) 394-4242  
scsd@saltoncsd.ca.gov

General Manager Report  
Emmanuel Ramos  
Month of January

### **Desert Shores Soccer Park Project**

Mariposa landscaping was approved to work on the Desert Shores Soccer Park Project Phase 1 pre-construction kick off is on February 7<sup>th</sup>, 2024, Groundbreaking is on February 21<sup>st</sup>, 2024, at 10:00 am.

### **RCAC and TKE**

RCAC And TKE Have submitted the plan of study for Board approval, this is a step for the grant RCAC is assisting Salton Community Services District.

### **January Rain**

During the rain we had high water intrusion, 150 thousand gallons of rainwater were detected at Station 24.

### **Crystal Lake**

Crystal lake project, SCSD is going to be starting this project in house, we will be training the employees and purchasing proper equipment, at this time we are submitting paperwork for the encroachment permit.

### **Job Postings**

On January two job listings have been posted on Indeed and our local West Shores News. The listings posted are 1 Admin Assistant and 2 for Sewer Maintenance. Positions posting will be open till the end of month.



1209 VAN BUREN AVE.  
POST OFFICE BOX 5268  
SALTON CITY, CALIFORNIA 92275-5268  
TELEPHONE: (760) 394-4446  
scsd@saltoncsd.ca.gov

Wednesday February 21, 2024

Finance Officers Oral Report:

Fiscal Year to January:

**Revenue:** \$ 1,532,304.65  
**GF:** \$ 8,213.24  
**SM:** \$ 1,524,091.37

\$ 2,190,787.87  
\$ 252,906.49  
\$ 1,937,729.50

**Expense:** \$ 167,228.70  
**GF:** \$ 12,315.15  
**SM:** \$ 154,913.64

\$ 1,307,189.33  
\$ 197,390.30  
\$ 1,109,795.83

- 8% increase in expenses over December
- 44% under budget for the month of January
- 42% under budget for this fiscal year to January

**Legal:** \$ 11,345.00

**Prop 218:** \$ 435.00 Total Spent \$ 89,817.52

**Mansfield:** \$920.00

**General:** \$ 9,990.00

**Utilities: Electrical**

- SM Decreased 10% from December
- GF Decreased .6% from December

**Utilities: Water**

- SM Decreased 3% from December
- GF Increased 5% from December
  - **SC:** Increased by 4% from December
  - **DS:** No change month over month.

**Next Month Agenda:**

Board to approve Agency Comparator's from Koff & Associates  
Resolution for Sewer User Fee Reimbursement



1209 Van Buren  
POST OFFICE BOX 5268  
SALTON CITY, CALIFORNIA 92275-5268  
TELEPHONE: (760) 394-4446  
FAX: (760) 394-4242  
scsd@saltoncsd.ca.gov

*Serving the West Shores of the Fabulous Salton Sea*

Employees have continued to perform their daily routine:

- Hour reading and checking conditions of stations
- Making sure that red high-level light and alarm systems are functioning properly.
- Dig alert marking to prevent other agencies breaking our sewer line. And for the month 40 location had been marked
- PH and DO reading at ponds
- First week of the month grab samples are sent to the lab
- Continue checking and working on the three facility (ponds) TRC, Lansing and Desert Shores. (De-weeding, cleaning aerators, open and closing ponds to direct flow.)
- 

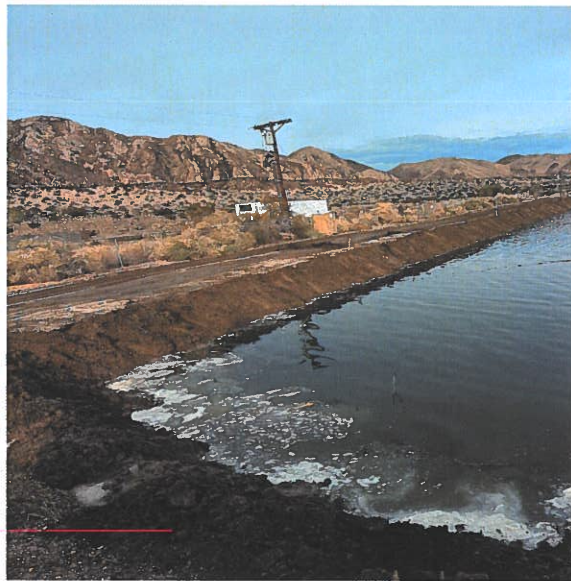
Incident:



## Deweeding Desert Shores Ponds



BEFORE



AFTER

## Deweeding Lansing Ponds





1209 VAN BUREN AVE.  
POST OFFICE BOX 5268  
SALTON CITY, CALIFORNIA 92275-5268  
TELEPHONE: (760) 394-4446  
scsd@saltoncsd.ca.gov

## Reporting for Park Supervisor For the month of January 2024

### Salton City Park

- We continue to monitor homeless and vandalism.
- We did some repair on the walking area that was damage by the storm.
- We still looking for a park host.

### Desert Shores Park

- We removed two dead trees by the play area.
- The park continues to be used for soccer and basketball

Pascual Muniz  
(760) 883-9328

LANDSCAPE CONSTRUCTION PLANS

DESERT SHORES

SOCCER PARK PHASE 2

PREPARED FOR: SALTON COMMUNITY SERVICES DISTRICT

1209 VAN BUREN AVENUE

SALTON CITY, CA 92274

OFFICE (760) 394-4446

CONTACT: EMMANUEL RAMOS

PROJECT TYPE: COMMUNITY PARK

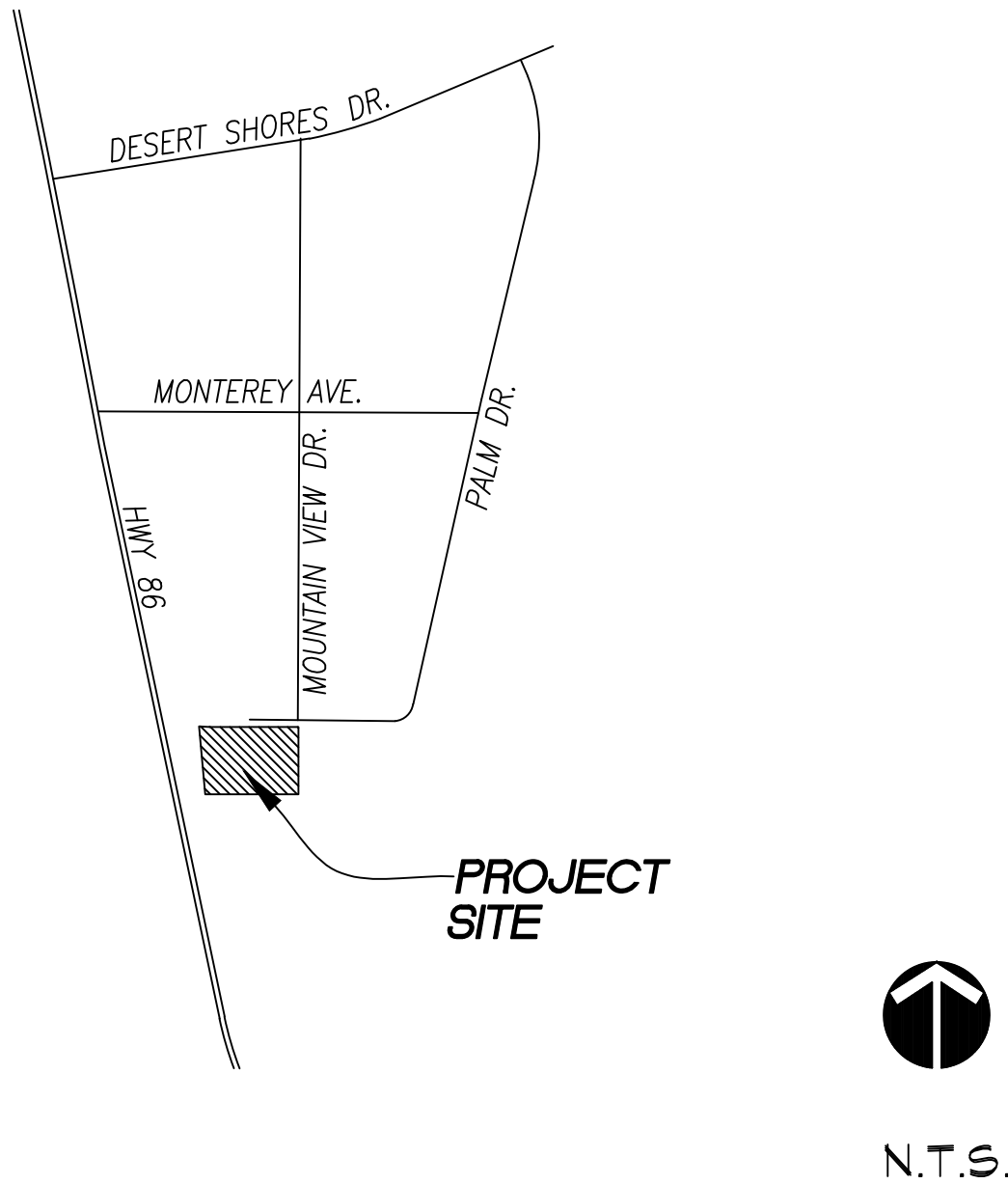
PORTION OF SECTION 16, T.9S, R.9E, SBB&M

CONSULTANTS

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE CITY AND COUNTY CODES AND THESE PLANS.
- A. THE CONTRACTOR SHALL CARRY ALL WORKERS COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AS REQUIRED BY OWNER.
- B. THE CONTRACTOR SHALL APPLY FOR ALL PERMITS AND PAY FOR SAME.
- C. ALL IRRIGATION WORK SHALL HAVE RECOMMENDED APPROVAL BY THE OWNER PRIOR TO BEGINNING ANY GROUND COVER PLANTING WORK.
- D. THE OWNER'S REPRESENTATIVE WILL REVIEW THE PLANTING WORK. PRIOR TO STARTING WORK THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE AND COORDINATE ALL REVIEWS.
- E. THE QUALITY OF WORKMANSHIP AND MATERIALS SHALL BE OF THE HIGHEST STANDARDS. COOPERATION AND FLEXIBILITY IS EXPECTED OF THE CONTRACTOR TOWARD WORKING WITH THE OWNER / LANDSCAPE ARCHITECT IN PRODUCING THE BEST POSSIBLE PRODUCT.
2. BY EXECUTING THE CONTRACT, THE CONTRACTOR REPRESENTS THAT HE AND HIS SUBCONTRACTORS HAVE VISITED THE SITE, FAMILIARIZED THEMSELVES WITH ALL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED, AND CORRELATED THEIR OBSERVATIONS WITH THE REQUIREMENTS OF THESE CONTRACT DOCUMENTS.
3. UNLESS OTHERWISE PROVIDED IN THESE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, LICENSES, AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.
4. THE CONTRACTOR SHALL FILE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK. IF THE CONTRACTOR OBSERVES THAT ANY OF THE CONTRACT DOCUMENTS ARE AT VARIANCE THEREWITH IN ANY RESPECT, HE SHALL PROMPTLY NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IN WRITING.
- ~~5. CONTRACTOR SHALL OBTAIN A CURRENT STRUCTURAL SOILS REPORT. THIS SOILS REPORT SHALL SUPERSEDE THE RECOMMENDATIONS AND DETAILS SHOWN ON THESE PLANS AND SPECIFICATIONS.~~
6. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL BE HELD LIABLE FOR ALL DAMAGE INCURRED DURING CONSTRUCTION.
7. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES.
8. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATIONS.
9. THE LOCATION OF FEATURES TO BE CONSTRUCTED, NOT SPECIFICALLY DIMENSIONED MAY BE DETERMINED BY SCALE. VERIFY ALL SUCH CONDITIONS WITH OWNER'S REPRESENTATIVE.
10. ALL CURVE-TO-LINEAR AND CURVE-TO-TANGENT LINES SHALL BE NEAT, TRIM, SMOOTH, AND UNIFORM.
11. THE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY HIS OPERATIONS. AT THE COMPLETION OF THE WORK HE SHALL REMOVE ALL HIS WASTE MATERIALS AND RUBBISH FROM THE SITE AS WELL AS ALL HIS TOOLS, EQUIPMENT, MACHINERY, AND SURPLUS MATERIALS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
13. THE CONTRACTOR SHALL PROMPTLY CORRECT ALL WORK REJECTED BY THE OWNER'S AUTHORIZED REPRESENTATIVE AS DEFECTIVE OR AS FAILING TO CONFORM TO THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BEAR ALL COSTS OF CORRECTING SUCH REJECTED WORK.
14. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY WITH THE OWNER'S AUTHORIZED REPRESENTATIVE THAT HE/SHE HAS OBTAINED THE LATEST SET OF CONSTRUCTION DOCUMENTS.
15. ALL PHOENIX AND CITRUS SPECIES SHALL BE PURCHASED IN THE COACHELLA VALLEY FROM A LOCAL NURSERY AS PER AGRICULTURAL COMMISSIONER GUIDELINES.

VICINITY MAP



SHEET INDEX

SHEET	DESCRIPTION
L0.0	COVER SHEET
L2.0	PLANTING PLAN
L2.1	PLANTING DETAILS
L2.2	SOILS REPORT

APPROVALS

NO PERMANENT STRUCTURES OR TREES WITHIN CIVID AND/OR EASEMENTS. CIVID WILL NOT BE RESPONSIBLE FOR DAMAGE OR REPLACEMENT OF ANY SURFACE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, DECORATIVE CONCRETE, LANDSCAPING, CURBS, GUTTER, SIDEWALKS, PLANTERS, GATES AND RELATED IMPROVEMENTS INSTALLED WITHIN THE CIVID AND/OR USER.

THESE PLANS HAVE BEEN REVIEWED BY THE COACHELLA VALLEY WATER DISTRICT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE, SECTION 65951 ET SEQ. REQUIRING EFFICIENT LANDSCAPE AND IRRIGATION DESIGN IN COOPERATION WITH THE LOCAL GOVERNING AGENCY (CITY AND COUNTY).

APPROVAL OF THIS DRAWING BY CIVID STAFF DOES NOT CONSTITUTE APPROVAL TO ENCROACH INTO DISTRICT AND USER RIGHT OF WAY. TREES, PLANTS, WALLS AND PERMANENT STRUCTURE OF ANY KIND MAY NOT BE PLANTED OR INSTALLED IN CIVID AND USER EASEMENTS OR RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT FROM CIVID.

DATE \_\_\_\_\_ WATER MANAGEMENT DEPARTMENT \_\_\_\_\_

CIVID PLAN NO. \_\_\_\_\_ DEVELOPMENT SERVICES DEPARTMENT \_\_\_\_\_



HERMANN DESIGN GROUP

77-899 WOLF RD.

SUITE 102

PALM DESERT, CA 92211

LIC# 2754 EXP. 04/30/24

PH. (760) 777-9131

FAX (760) 777-9132

OWNER: SALTON COMMUNITY SERVICES DISTRICT

1209 VAN BUREN AVENUE

THERMAL, CA 92274

OFFICE (760) 394-4446

PROJECT: DESERT SHORES SOCCER PARK

001-155-001

THERMAL CA, 92274

REVISIONS	DATE	BY



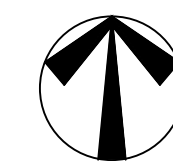
SHEET TITLE

COVER SHEET

DESIGNED	JE
DRAWN	JE
CHECKED	CH
DATE	7/17/23
SCALE	N.T.S.
JOB NO.	23013

SHEET
L0.0
OF 4 SHEETS

*PALM DR.*



SCALE: 1"=30'

CVWD PLAN NO. \_\_\_\_\_ DEVELOPMENT SERVICES DEPARTMENT \_\_\_\_\_



PLANTING NOTES

1. SCOPE OF WORK - FURNISH ALL MATERIAL, LABOR, TRANSPORTATION, EQUIPMENT AND PROPERTY TO COMPLETE THE LANDSCAPING OF THE PLANTING AREAS SHOWN ON THE DRAWINGS, OR REASONABLE IMPLIED TO COMPLETE THE CONSTRUCTION, INCLUDING AS A PART OF THE WORK, BUT NOT NECESSARILY LIMITED BY IT, ARE THE FOLLOWING ITEMS: FINE GRADING OF ALL PLANTING AREAS, PREPARATION OF ALL PLANTING AND TREE HOLES, FURNISHING AND INSTALLATION OF ALL REQUIRED PLANTING BACKFILL MATERIALS, TREE STAKES AND MISCELLANEOUS MATERIALS, FURNISHING AND INSTALLATION OF ALL PLANT MATERIALS, PROVIDING MAINTENANCE THROUGHOUT THE SPECIFIED PERIOD, CLEAN-UP AND WEEDING OF ALL LANDSCAPE AREAS.

2. THE CONTRACTOR SHALL REMOVE ALL WEEDS, ROCKS OVER 2" IN DIAMETER, DEBRIS AND OTHER EXTRANEOUS MATERIALS FROM THE JOB SITE IN A LEGAL MANNER PRIOR TO PROCEEDING WITH ANY WORK UNDER THIS CONTRACT.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINISH GRADE, INCLUDING ANY IMPORT SOIL ADJUSTMENTS TO EARTH BERMS. PROVIDE FINISH GRADE IN PLANTING AREAS 1% MINIMUM FLOW. FINISH GRADES SHALL BE 2" BELOW ADJACENT WALKS, CURBS, DRIVEWAYS ETC. IN GROUND COVER AREAS. CONTRACTOR IS RESPONSIBLE FOR ANY EXISTING UNDERGROUND DRAIN LINES TO BE FULLY OPERABLE AT COMPLETION OF JOB. ALL EXISTING ABOVE GROUND DRAIN INLETS SHALL BE RESTORED TO A FULLY OPERABLE CONDITION AT THE CORRECT GRADE TO ENSURE FLOW AS ORIGINALLY INTENDED.

4. ALL TREES AND SHRUBS SHALL BE PLANTED PER THESE NOTES AND AS DETAILED. ALL PLANT MATERIAL SHALL BE OF THE HIGHEST QUALITY AND LARGEST REASONABLE SIZE AVAILABLE FOR THE SPECIFIED CONTAINER SIZE (WITHOUT BEING ROOT BOUND). SHRUB MATERIALS SHALL BE VIGOROUSLY GROWING, HEALTHY PLANT MATERIALS, FULL AND BUSHY, OR LINES WHOLESALE NURSERY / MONROVIA NURSERY COMPANY QUALITY OR EQUAL. THE OWNER'S SUPERINTENDENT WILL REVIEW ALL PLANT MATERIAL WHEN SPOTTED FOR PLANTING AND WILL NOT HESITATE TO REJECT ANY MATERIAL OF QUESTIONABLE QUALITY, OR OF LESS THAN THE LARGEST REASONABLE SIZE MATERIAL AVAILABLE.
5. NO PLANT SUBSTITUTIONS ARE TO BE MADE WITHOUT THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.

6. ALL GROUND COVER AS NOTED IN THE LEGEND SHALL BE PLANTED IN STAGGERED ROWS CONTINUOUSLY UNDER ALL TREES AND SHRUBS IN THE AREAS AS DESIGNATED ON THE PLANS AND AT THE SPACING INDICATED IN THE LEGEND. GROUND COVER SHALL BE INSTALLED NO CLOSER THAN 1/2 THE ON CENTER SPACING AS INDICATED ON THE PLANS.

7. CONTRACTOR SHALL PROVIDE AN AUTOMATIC IRRIGATION SYSTEM TO ALL LANDSCAPE AREAS. DRIP IRRIGATION SHALL BE USED IN GRAVEL AND COBBLE AREAS. SPRAY IRRIGATION SHALL BE USED FOR LAWN AREAS.

8. WARNING: PLANT MATERIAL LISTED MAY OR MAY NOT HAVE BEEN APPROVED BY THE AGRICULTURAL COMMISSIONER'S OFFICE. LANDSCAPE CONTRACTOR, PLEASE CONTACT THE OWNER'S REPRESENTATIVE FOR STATUS OF AGRICULTURAL COMMISSIONER'S APPROVAL OR DENIAL. PLANT MATERIAL NOT CONFORMING WITH QUARANTINE LAW MAY BE DESTROYED AND CIVIL ACTION TAKEN. ALL PLANT MATERIAL IS SUBJECT TO INSPECTION AT THE DISCRETION OF THE AGRICULTURAL COMMISSIONER'S OFFICE. ALL PLANT MATERIAL MUST BE FREE FROM RED SCALE (AONIDIELLA AURANTII).

9. LANDSCAPE ARCHITECT CANNOT ASSUME RESPONSIBILITY FOR ANY PLANT MATERIAL UTILIZED ON SITE WHICH ARE NOT SHOWN ON THE PLANS AND/OR HAVE NOT BEEN APPROVED BY THE AGRICULTURAL COMMISSIONER'S OFFICE.

10. CONTRACTOR IS RESPONSIBLE FOR FINAL QUANTITIES AS ILLUSTRATED ON THE PLANTING PLANS. QUANTITIES IN THE LEGEND MAY NOT BE ACCURATE.

11. CONTRACTOR TO PROVIDE BID FOR THE MAINTENANCE. MAINTENANCE PERIOD SHALL LAST NINETY (90) DAYS AFTER NOTIFICATION FROM THE LANDSCAPE ARCHITECT OF A SUCCESSFUL FINAL WALK THROUGH AND WILL BEGIN ONCE ALL ITEMS ON THE FINAL WALK THROUGH PUNCH LIST HAVE BEEN SATISFACTORILY ADDRESSED BY A WRITTEN STATEMENT INDICATING SUCH FROM THE LANDSCAPE ARCHITECT TO THE OWNER.

12. CONTRACTOR SHALL REPLACE PLANTS WHICH ARE FOUND IN AN UNHEALTHY OR IMPAIRED CONDITION, MISSING OR DEAD DURING THE MAINTENANCE PERIOD. TREES SHALL BE GUARANTEED FOR ONE YEAR AND SHRUBS SHALL BE GUARANTEED FOR 90 DAYS FROM DATE OF FINAL ACCEPTANCE.

13. THE CONTRACTOR SHALL REFER TO SOIL RESULTS BY WAYPOINT ANALYTICAL 714-282-8111. CONTRACTOR SHALL AMEND SOIL, PREPARE BACKFILL AND FERTILIZE PER RESULTS. WHOLESALE COST OF MATERIALS ONLY SHOULD TEST RESULTS REQUIRE ADDITIONAL MATERIALS.

14. TURF TO BE TIFWAY HYBRID BERMUDA 419' BERMUDA HYBRID SOD. TO BE OVERSEEDDED WITH RYE IF PLANTED IN THE WINTER SEASON COMMENCING IN OCTOBER-MAY.

15. ALL TURF AREAS SHALL BE GRADED TO FINISH GRADE ALLOWING FOR AMENDMENTS, THEN INCORPORATE THE AMENDMENTS ACCORDING TO THE SOILS REPORT ON SHEET L2.3.

PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

1. EXCAVATION: EXCAVATE SOIL FROM DESIGNATED AREA(S) AND STOCKPILE UNTIL AMENDED.
2. UNACCEPTABLE MATERIALS: CLEAN SOIL OF CONCRETE SLURRY, CONCRETE LAYERS OR CHUNKS, CEMENT, PLASTER, BUILDING DEBRIS, OILS, GASOLINE, DIESEL FUEL, PAINT THINNER, TURPENTINE, TAR, ROOFING COMPOUND, ACID, AND OTHER EXTRANEOUS MATERIALS THAT ARE HARMFUL TO PLANT GROWTH.
3. UNSUITABLE MATERIALS: CLEAN SOIL TO CONTAIN A MAXIMUM OF 10% BY DRY WEIGHT OF STONES, ROOTS, PLANTS, SOD, CLAY LUMPS, AND POCKETS OF COARSE SAND.
4. SCREENING: PASS UNAMENDED SOIL THROUGH A 2" SIEVE TO REMOVE LARGE MATERIALS.

BLENDING PLANTING SOIL IN PLACE

1. MIX AMENDMENTS WITH IN-PLACE, UNAMENDED SOIL TO PRODUCE REQUIRED PLANTING SOIL. DO NOT APPLY MATERIALS OR TILL IF EXISTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
2. PREPARATION: TILL UNAMENDED, EXISTING SOIL IN PLANTING AREAS TO A MINIMUM DEPTH OF 8 INCHES, REMOVE STONES LARGER THAN 2 INCHES IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
3. MIXING: APPLY SOIL AMENDMENTS AND FERTILIZER, IF REQUIRED, EVENLY ON SURFACE, AND THOROUGHLY BLEND THEM INTO FULL DEPTH OF UNAMENDED, IN-PLACE SOIL TO PRODUCE PLANTING SOIL.
4. COMPACTION: COMPACT BLENDED PLANTING SOIL TO 85% PERCENT OF MAXIMUM STANDARD PROCTOR DENSITY ACCORDING TO ASTM D 698 EXCEPT WHERE A DIFFERENT COMPACTION VALUE IS INDICATED ON DRAWINGS.
5. FINISH GRADING: GRADE PLANTING SOIL TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADE.

MAINTENANCE

1. ADHERENCE TO SPECIFICATIONS

A. CONTRACTOR SHALL ADHERE TO THE FOLLOWING MAINTENANCE SPECIFICATIONS DURING THE ESTABLISHED MAINTENANCE PERIOD.
2. SCOPE OF MAINTENANCE WORK

A. PLANT MAINTENANCE WORK SHALL CONSIST OF APPLICATION FOR WATER, WEEDING, CARING FOR, EDGING AND MOWING OF LAWNS AND PERFORMING THE FOLLOWING FINAL PLANT ESTABLISHMENT WORK. PLANTING AREAS SHALL TO BE RAKED OF ALL LEAVES/DEBRIS.

B. THE ENTIRE PROJECT IS TO BE MAINTAINED FOR A PERIOD OF APPROXIMATELY 90 CALENDAR DAYS, COMMENCING FROM THE TIME OWNER'S AUTHORIZED REPRESENTATIVE AND OWNER'S AUTHORIZED REPRESENTATIVE WALKS PRELIMINARY WALK.

C. DURING THE FINAL MAINTENANCE PERIOD, ALL PLANTS AND PLANTED AREAS SHALL BE KEPT WELL WATERED AND WEED FREE AT ALL TIMES. WEEDS, DALLAS & JOHNSON GRASS AND BERMUDA GRASS SHALL BE REMOVED.

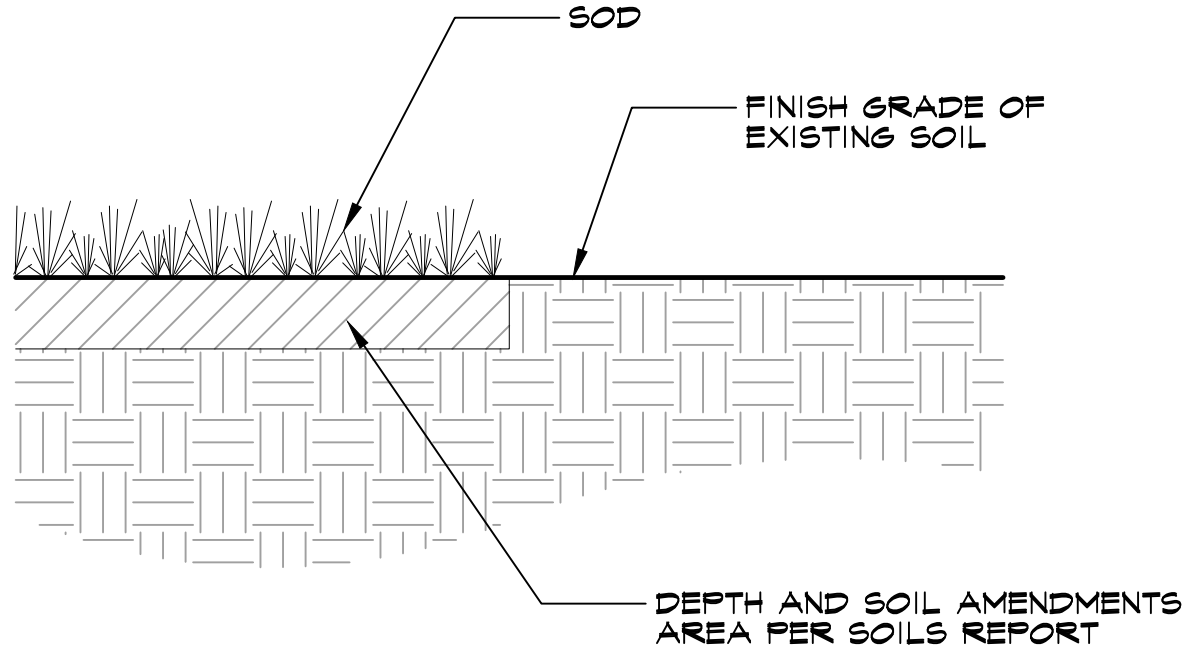
D. APPROXIMATELY 30 TO 45 DAYS AFTER INITIAL PLANTING, APPLY A SLOW RELEASE BALANCED FERTILIZER TO BOTH THE TURF AND SHRUB AREA AT A RATE OF ½ LBS. OF NITROGEN PER 1,000 SF.

E. CONTRACTOR SHALL BE RESPONSIBLE FOR DISEASE AND PEST/VERMIN CONTROL DURING THE MAINTENANCE PERIOD AND A RECORD OF PESTICIDES USED SHALL BE FURNISHED TO OWNER'S AUTHORIZED REPRESENTATIVE.

F. CONTRACTOR SHALL RAISE OR LOWER SPRINKLER HEADS TO PROPER LEVEL AND SHALL ADJUST HEADS AS NEEDED FOR FULL COVERAGE.

G. IN CASE OF NEGLIGENT OR IMPROPER MAINTENANCE, THE LANDSCAPE ARCHITECT SHALL STATE IN WRITING TO THE CONTRACTOR HIS OBSERVATIONS AND RECOMMENDATIONS. ANY CLAIM NOT IN WRITING SHALL NOT BE CONSIDERED.

H. ALL PLANTS THAT SHOW SIGN OF FAILURE TO GROW AT ANY TIME DURING THE LIFE OF THE CONTRACT, INCLUDING THE MAINTENANCE PERIOD, OR THOSE PLANTS SO INJURED OR DAMAGED AS TO RENDER THEM UNSUITABLE FOR THE PURPOSE INTENDED, SHALL BE REPLACED IN KIND WITHIN TEN (10) DAYS OF WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.



A SOD EDGE

NO PERMANENT STRUCTURES OR TREES WITHIN CVID AND/OR EASEMENTS. CVID WILL NOT BE RESPONSIBLE FOR DAMAGE OR REPLACEMENT OF ANY SURFACE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, DECORATIVE CONCRETE, LANDSCAPING, CURBS, GUTTER, SIDEWALKS, PLANTERS, GATES AND RELATED IMPROVEMENTS INSTALLED WITHIN THE CVID AND/OR USER.

THESE PLANS HAVE BEEN REVIEWED BY THE COACHELLA VALLEY WATER DISTRICT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE, SECTION 65931 ET SEQ. REQUIRING EFFICIENT LANDSCAPE AND IRRIGATION DESIGN IN COOPERATION WITH THE LOCAL GOVERNING AGENCY (CITY AND COUNTY).

APPROVAL OF THIS DRAWING BY CVID STAFF DOES NOT CONSTITUTE APPROVAL TO ENCROACH INTO DISTRICT AND USER RIGHT OF WAY. TREES, PLANTS, WALLS AND PERMANENT STRUCTURE OF ANY KIND MAY NOT BE PLANTED OR INSTALLED IN CVID AND USER EASEMENTS OR RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT FROM CVID.

DATE \_\_\_\_\_ WATER MANAGEMENT DEPARTMENT \_\_\_\_\_

CVID PLAN NO. \_\_\_\_\_ DEVELOPMENT SERVICES DEPARTMENT \_\_\_\_\_



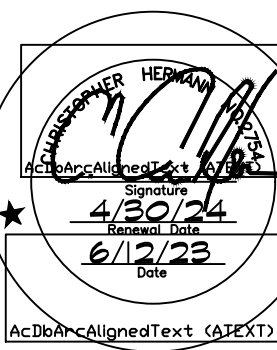
HERMANN DESIGN GROUP  
77-899 WOLF RD.  
SUITE 102  
PALM DESERT, CA 92211

LIC# 2754 EXP. 04/30/24  
PH. (760) 777-9131  
FAX (760) 777-9132

OWNER: SALTON COMMUNITY SERVICES DISTRICT  
1209 VAN BUREN AVENUE  
THERMAL, CA 92274  
OFFICE (760) 394-4446

PROJECT: DESERT SHORES SOCCER PARK  
001-155-001  
THERMAL CA, 92274

REVISIONS	DATE	BY



SHEET TITLE  
PLANTING DETAILS

DESIGNED JE

DRAWN CD

CHECKED CH

DATE 7/17/23

SCALE N.T.S.

JOB NO. 23013

SHEET  
L2.1  
OF 4 SHEETS

© Hermann Design Group. All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without prior written permission from Hermann Design Group.

THIS DRAWING IS INTENDED TO BE PLOTTED ON A 36"x48" SHEET. IF PLOTTED ON A 24"x36" SHEET, THE SCALE WILL BE 1/2" = 1'-0".



Anaheim Office  
Lab No: 23-109-0019  
April 26, 2023

Hermann Design Group, Inc.  
77-899 Wold Rd. STE.# 102  
Palm Desert, CA 92211

Attn: Jose Estrada

#### Project: Desert Shores Park

Attached are the results of the analysis performed on a soil sample that was collected from the above mentioned project site from a depth of 12 inches by the client and received by our laboratory on April 19, 2023. Organic fertilizer and amendment recommendations were requested. This sample was analyzed for nutrient levels, agricultural suitability, and physical characteristics in preparation for new landscape installation.

#### Analytical Results and Comments

The reaction of the soil is slightly alkaline at 7.5 on the pH scale with a high level of free lime present. These levels could cause plants that are sensitive to alkalinity to show yellowing of foliage beginning with the younger growth. A high level of free lime is present indicating that the pH is strongly buffered in the alkaline range. Incorporation of soil sulfur to a depth of 6 inches may adjust the pH downward toward the preferred near neutral range to the depth of incorporation. That change would happen slowly and plants that are sensitive to alkalinity should be avoided.

Salinity (ECe) is high at 16.2 dS/m and is largely due to an abundance of soluble sodium (188 meq/L). These salt levels far exceed the tolerance threshold of most ornamental plant material. Very salt tolerant turf species such as seashore paspalum could potentially tolerate these salt levels if well established and the grass is not stressed by other factors such as heavy traffic, compaction, over watering, under watering, soil compaction, pest infestation, disease, or low light conditions. If the grass is stressed by other factors, then even salt tolerant species could become less tolerant of elevated salts. The salt levels will restrict the use of all but salt tolerant ornamental trees and shrubs as well. The sodium present is very poorly balanced by other cations as indicated by the high sodium adsorption ratio (SAR) of 39. This sodium imbalance is expected to adversely affect soil structure and water infiltration.

Boron is elevated at 3.23 parts per million (ppm), which could cause a broad range of trees and shrubs to show tip and edge burning of older leaves and plants that are not tolerant of elevated levels of boron in the soil are expected to perform poorly. Common turfgrass species should tolerate this amount of boron in the soil.

In terms of fertility, phosphorus is very low and magnesium is moderately low. In the minor element category, copper, manganese, and iron are low while zinc is moderately low.

The texture of the sample is 'sandy loam' based on the USDA soil classification standards. The estimated water infiltration rate is a moderate 0.28 inch per hour. The infiltration rates may vary with the degree of soil compaction throughout the site. Organic content is low at 0.81% on a dry weight basis.

4741 East Hunter Ave., Ste. A Anaheim CA 92807  
(714) 282-8777 (714) 282-8575 fax  
www.waypointanalytical.com

Page 1 of 5



Page 4  
Hermann Design Group, Inc.  
April 26, 2023

Maintenance fertilization may rely primarily on a nitrogen only program supplemented with a complete fertilizer in the fall and spring. Blood Meal (12-0-0) provides available nitrogen fairly rapidly while materials such as Feather Meal (12-0-0), Soybean or Cotton Seed Meal (7-1-1) are slower to provide available nitrogen, but they extend the length of time they make this contribution. In order to provide a good supply of nitrogen for a 3-4 month time frame a good combination would be 6 pounds Blood Meal and 14 pounds Feather Meal per 1000 sq. ft. The first application should be approximately 60-90 days after planting or at the first mowing in turf areas. The long term maintenance program should consider spring and fall applications of an organic fertilizer blend such as Nature Safe 8-5-5 that would also supplement phosphorus and potassium nutrition to a greater extent.

As noted above, some of the micronutrients are below optimum. When these nutrients are low, especially in an alkaline soil, deficiencies can sometimes show in the plants. If deficiencies show once plants have become established, they may be addressed upon the first sign of deficiency. Symptoms of manganese deficiency may be seen as a general loss of color in the young leaves, followed by yellowing between veins and brownish-black spots appearing. Iron and zinc deficiency symptoms are often characterized by yellow, almost white, interveinal chlorosis on the youngest growth. If these symptoms are apparent once plants are established, then application of iron, zinc, and/or manganese chelate at the manufacturer's label rate may improve appearance. Many of the chelated micronutrient products on the market are not organic materials but are often more effective on alkaline soils than some of the other forms of trace elements. Chelated micronutrients are generally accepted fertilizers in organic production as long as there is a need for zinc, manganese, and iron demonstrated by testing. Decreasing the soil pH to a more favorable range would also help improve micronutrient availability.

If we can be of any further assistance, please feel free to contact us.

Joe Kiefer, CCA

4741 East Hunter Ave., Ste. A Anaheim CA 92807  
(714) 282-8777 (714) 282-8575 fax  
www.waypointanalytical.com

Page 4 of 5



Page 2  
Hermann Design Group, Inc.  
April 26, 2023

#### Comments and Recommendations

Reclamation is required prior to planting in order to reduce the soluble salts in the root zone to a safer range. Leaching should also reduce the boron to a degree but removal of boron by leaching is about three times as difficult as for other salts. We recommend the first several irrigations should be especially thorough to try to accomplish some leaching prior to planting. Proper plant selection will be an important factor in establishing a successful landscape. Use plants tolerant of these conditions. If drainage is impeded by compaction or other underlying factor, the areas may require deep ripping in order to improve drainage and allow for the leaching of salts past the root zone. The organic amendment, sulfur, and bone meal should be incorporated prior to leaching.

We estimate that approximately 7 inches of good quality water low in soluble salts and boron needs to move through the soil in order to reduce the salinity to a safe level of 3.5 dS/m in the surface 12 inches of soil. Keep in mind that as salts and boron are flushed out of the root zone, salinity and boron in the subsoil will likely remain elevated.

Be sure to apply leaching irrigations in a manner that avoids run-off and pooling. The soil should be allowed to dry slightly between irrigations to avoid creating anaerobic soil conditions and/or an environment that favors root diseases. As mentioned above, drainage must be sufficient for leaching to be effective.

Gypsum (calcium sulfate) application is often recommended for downward SAR adjustment. However, in this case the soluble calcium and sulfate numbers are high, indicating an abundance of gypsum already in the soil. Due to the limited solubility of gypsum, it is not likely that an addition of that material would provide much benefit at this point. It is also worth noting that when a sodium imbalance issue is accompanied by a very high salinity value, as in this case, water infiltration is often good in spite of the elevated SAR. As leaching irrigations flush calcium and magnesium out of the root zone, along with sodium, water infiltration may become impeded. If this happens, gypsum application may be warranted at that time and the material should be uniformly broadcast at a rate of 25 lbs. per 1000 sq. ft. followed by additional leaching.

Once leaching is complete, it is recommended to submit additional samples to check post-leaching salinity and SAR values (Waypoint Analytical Testing Procedure A02). Additional leaching and/or gypsum application may be necessary at that time.

4741 East Hunter Ave., Ste. A Anaheim CA 92807  
(714) 282-8777 (714) 282-8575 fax  
www.waypointanalytical.com

Page 2 of 5



Page 3  
Hermann Design Group, Inc.  
April 26, 2023

#### Recommendations

##### Surface Soil Preparation for Turf and Mass Planting Areas

If feasible, prior to amending the areas where severe compaction exists, the surface soil should be ripped or tilled to a 9-inch depth. Uniformly broadcast and blend the following with existing soil to a 6-inch depth. 12-0-0 fertilizer should be raked or scratched into the surface 3-4 inches after leaching. Since soil salinity is high, a non-saline organic amendment should be selected.

Materials	Amount per 1000 sq. ft.
Nitrogen fortified organic amendment (compost* or redwood or fir sawdust)	3 cu. yards
Soil Sulfur	12 lbs.
Feather Meal (12-0-0)	10 lbs.
Bone Meal (3-15-0)	25 lbs.

\*Rates and fertilizers may have to be adjusted depending on analysis of selected compost.

##### Tree and Shrub Planting Guidelines for General Ornamentals

- Excavate planting pits at least twice the diameter of the rootball.
- The top of the rootball should be at or slightly above final grade.
- To improve soil chemistry, uniformly blend 1 lb. of iron sulfate per cubic yard of backfill soil. Handle iron sulfate with caution since it will severely stain moist concrete. Iron sulfate is not organic but it is often acceptable for use if warranted.
- To improve soil fertility, uniformly blend 1.3 lbs. of bone meal (3-15-0) and 0.5 lb. of feather meal (12-0-0) per cubic yard of backfill. Limit the fertilizers to the upper 12 inches of backfill only.
- Organic material is not required in the backfill; however, if you wish, the amended surface soil or a soil blend consisting of no more than 20% by volume organic matter can be placed in the upper 12 inches of backfill only. Soil below this depth should not contain any added organic matter because of the threat of plant disease and/or anaerobic soil conditions developing.
- Do not cover the original rootball with other soil. Ideally, a temporary soil berm is often constructed around the outer edge of the rootball to help channel water into the rootball and then into surrounding soil until roots are established in the backfill and the rootball is no longer the sole source of water for the plant.
- Ideally, a weed and turf free zone, preferably 2-3 ft. in diameter, should be maintained just beyond the diameter of the planting hole. A 2-4 inch deep layer of coarse mulch can be placed around the tree or shrub; mulch should be kept a minimum 4-6 inches from the trunk.

4741 East Hunter Ave., Ste. A Anaheim CA 92807  
(714) 282-8777 (714) 282-8575 fax  
www.waypointanalytical.com

Page 3 of 5

Hermann Design Group, Inc.  
77-899 Wolf Rd. Suite 102  
Palm Desert CA 92211



4741 East Hunter Ave./Suite A  
Anaheim, CA 92807  
Main 714-282-8777 \* Fax 714-282-8575  
www.waypointanalytical.com

Project : Desert Shores Park

Report No : 23-109-0019  
Purchase Order :  
Date Recd : 04/19/2023  
Date Printed : 04/25/2023  
Page : 1 of 1

#### COMPREHENSIVE SOIL ANALYSIS

Sample Description - Sample ID	Half Sat %	pH	ECe dS/m	NO <sub>3</sub> -N ppm	NH <sub>4</sub> -N ppm	PO <sub>4</sub> -P ppm	K ppm	Ca ppm	Mg ppm	Cu ppm	Zn ppm	Mn ppm	Fe ppm	Organic % dry wt.	Lab No.
	TEC	Qual Lime													
Site Soil	17	7.5	16.2	33	6	2	213	1230	122	0.4	2.6	1	2	0.81	42892
	99	High		1.1	0.1	1.6	0.8	0.6	0.3	0.5	0.1	0			

Saturation Extract Values						SAR	Gravel %		Percent of Sample Passing 2 mm Screen					USDA Soil Classification	Lab No.
Ca meq/L	Mg meq/L	Na meq/L	K meq/L	B ppm	SO <sub>4</sub> meq/L		Coarse 5 - 12	Fine 2 - 5	Sand 1 - 2	Coarse 0.5 - 1	Med. to Very Fine 0.05 - 0.5	Silt .002-.05	Clay 0-.002		
32	12.8	188	3.2	3.23	57	39.7	0.2	2.7	24.8	21.8	31.5	11.4	10.4	Sandy Loam	42892

Sufficiency factor (1.0=sufficient for average crop) below each nutrient value. N factor based on 200 ppm constant feed. SAR = Sodium adsorption ratio. Half Saturation %≈approx field moisture capacity. Nitrogen(N), Potassium(K), Calcium(Ca) and Magnesium(Mg) by sodium chloride extraction. Phosphorus(P) by sodium bicarbonate extraction. Copper(Cu), Zinc(Zn), Manganese(Mn) and Iron(Fe) by DTPA extraction. Sat. ext. method for salinity (ECe as dS/m), Boron (B), Sulfate(SO<sub>4</sub>), Sodium(Na). Gravel fraction expressed as percent by weight of oven-dried sample passing a 12mm(1/2 inch) sieve. Particle sizes in millimeters. Organic percentage determined by Walkley-Black or Loss on Ignition.

\*\* LOW - SUFFICIENT - HIGH

Page 5 of 5



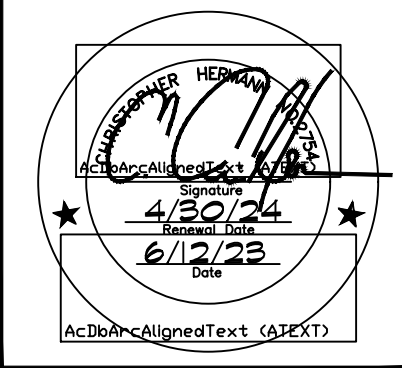
HERMANN DESIGN GROUP  
77-899 WOLF RD.  
SUITE 102  
PALM DESERT, CA 92211

LIC# 2754 EXP. 04/30/24  
PH. (760) 777-9131  
FAX (760) 777-9132

OWNER: SALTON COMMUNITY SERVICES DISTRICT  
1209 VAN BUREN AVENUE  
THERMAL, CA 92274  
OFFICE (760) 394-4446

PROJECT: DESERT SHORES SOCCER PARK  
001-155-001  
THERMAL CA, 92274

REVISIONS	DATE	BY



#### SHEET TITLE

SOILS REPORT

DESIGNED JE

DRAWN CD

CHECKED CH

DATE 7/17/23

SCALE N.T.S.

JOB NO. 23013

SHEET

L2.2

OF 4 SHEETS



THESE PLANS HAVE BEEN REVIEWED BY THE COACHELLA VALLEY WATER DISTRICT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE, SECTION 65998 ET SEQ. REQUIRING EFFICIENT LANDSCAPE AND IRRIGATION DESIGN IN COOPERATION WITH THE LOCAL GOVERNING AGENCY (CITY AND COUNTY).

APPROVAL OF THIS DRAWING BY CVID STAFF DOES NOT CONSTITUTE APPROVAL TO ENCR OACH INTO DISTRICT AND USER RIGHT OF WAY. TREES, PLANTS, WALLS AND PERMANENT STRUCTURE OF ANY KIND MAY NOT BE PLANTED OR INSTALLED IN CVID AND USER EASEMENTS OR RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT FROM CVID.

DATE WATER MANAGEMENT DEPARTMENT

CVID PLAN NO. DEVELOPMENT SERVICES DEPARTMENT

THIS DRAWING IS INTENDED TO BE PLOTTED ON A 24"x36" SHEET. PLEASE TO GO TO THE FINAL RESULT IN AN UNCORRECTED STATE.

AIR POLLUTION CONTROL DISTRICT



January 8, 2024

Congratulations! You are pre-approved to receive funding through the Clean Air Trust Fund for the Urban Greening Project.

**Owner:** Please confirm the following information and sign in section 1.

**Section 1**

<b>Applicant Name:</b> Salton Community Services District	
<b>Project Name:</b> Desert Shores Soccer Park - Phase II	
<b>Contact Name:</b> Christina Sutton	
<b>Authorized Representative:</b> Christina Sutton	
<b>Address:</b> 1209 Van Buren Ave., Suite 1, Salton City CA 92275	
<b>Phone:</b> (760)394-4446	<b>EMAIL:</b> <a href="mailto:csutton@saltoncsd.ca.gov">csutton@saltoncsd.ca.gov</a>
<b>Funding Amount:</b> \$250,000.00	
<b>*Project Life:</b> 5 Years	
<b>Check Mark One:</b>	<input type="checkbox"/> Accept <input type="checkbox"/> Decline
<b>Applicant Signature:</b>	<b>Date:</b>

**Section 2**

**Urban Greening Project**

<b>Description</b>
Project: Layout of real grass for a total area of 25,557 sq. ft., including irrigation. Project location: 57 Palm Dr., Desert Shores, CA 92274.

By signing, I validate the issuance of this award in accordance with the **Urban Greening Projects**.

**Signature of Air Pollution Control District Representative:**

  
Miguel A. Coronel

Date: 1/8/2024

150 S. 9th Street  
El Centro, CA 92243  
442-265-1800

# CLEAN WATER STATE REVOLVING FUND (CWSRF)

## PLAN OF STUDY

January 2024

**Prepared For:**

Salton Community Services District  
1209 Van Buren Street  
Thermal, CA 92274

**Prepared By:**



TKE Engineering, Inc.  
2305 Chicago Avenue  
Riverside, CA 92507

## TABLE OF CONTENTS

1. Overview	2
2. System Information	3
2.1. General	3
2.2. Collection System	3
2.3. System Map	4
Figure 1. System Map with Service Area Boundaries	5
2.4. Treatment Facilities	5
2.5. Treatment Facility Map	6
Figure 2. Treatment Facility Map	7
2.6. Project Area Onsite Wastewater Treatment Systems (OWTS)	7
2.7. Rate Study	7
3. Project Information	8
3.1. Project Details	8
Table 1. Construction Items to be Evaluated and Issues Addressed	12
3.2. Scope of Work (Work Plan)	12
3.3. Budget	16
Table 2. Planning Cost Estimate	16
3.4. Schedule	17
Table 3. Planning Deliverable Schedule	17

## **1. Overview**

This Plan of Study is prepared for the Salton Community Services District (SCSD) in an effort to secure financial assistance under the Clean Water State Revolving Fund program. SCSD is located in Salton City, a census designated place, in California, approximately 35 miles south of the City of Coachella and greater Coachella Valley area. SCSD serves the communities of Salton City and Desert Shores, California. SDSC provides wastewater service to approximately 2,700 connection and about 6,300 residents. The SCSD is planning for the design and construction of a mechanical treatment plant and recycled water conveyance system at its Thomas R. Cannell (TRC) Wastewater Treatment Facility (WWTF).

The proposed mechanical treatment plant would provide tertiary treatment and allow for beneficial reuse of existing wastewater, significantly reducing the use of, and potentially eliminating the need for the existing onsite evaporation ponds which pose a surface water quality and public health risk to the community. In addition, the proposed Project includes a recycled water storage and conveyance system to provide recycled water to customers, specifically, the Salton City Solid Waste Site (SCSWS or landfill) owned by County of Imperial. Due to SCSD and the TRC WWTF proximity to the Salton Sea, the groundwater levels are shallow and the soil is loose. This provides varying levels of difficulty when implementing the proposed Project. Over the last decade, SCSD has continued to struggle with effluent management at the TRC WWTF and the Lansing WWTF; specifically, with secondary treated wastewater surfacing around the perimeter of each facility.

SCSD has previously sought financial assistance for the future design and construction of a mechanical treatment plant and recycled conveyance system to allow for the reuse of existing wastewater to eliminate the need for onsite evaporation ponds. SCSD has reviewed the TRC WWTF Waste Discharge Requirements (WDR) Permit and is in the process of a permit amendment to increase the current disposal capacity from 0.185 million gallons per day (MGD) to 0.30 MGD. This WDR amendment is in process with the Colorado River Basin Regional Water Quality Control Board (RWQCB).

SCSD recently completed a wastewater rate study to identify the rates required to meet both current and future revenue needs. In accordance with Proposition 218, the rate study developed a 5-year rate structure and annual fee schedule to meet the SCSD's operating and capital financial needs. Additionally, SCSD and TKE Engineering completed a Preliminary Engineering Report (PER) in December, 2019 to assess the existing wastewater facilities and propose potential upgrades to assess deficiencies.

## **2. System Information**

### **2.1. General**

In 1955 the Desert Shores Community Services District was chartered by the State of California through Articles A through H of Section 61601 of the Government Code. In 1957 the Salton City area was annexed to that district and the name was changed to Salton Community Services District (again SCSD) rather than going through the process of forming a new District to encompass both Desert Shores and Salton City. The SCSD is empowered to construct, operate, maintain, repair, and replace wastewater system facilities as needed to provide wastewater service in compliance with applicable standards and regulations. The SCSD routinely constructs new facilities, maintains them, and replaces them as necessary to maintain adequate, reliable, and safe wastewater service to its customers.

SCSD currently employs eight personnel to maintain the TRC, Lansing, and Desert Shores Wastewater Treatment Facilities. This is currently one person shy of the adequate number of personnel per capita of the population they serve.

Population projections are based on information provided by the SCSD and a review of historical and anticipated population growth rates in various communities in northern Imperial County. The population within the SCSD is condensed mainly within the unincorporated communities of Salton City, Salton Sea Beach, and Desert Shores. The 2020 U.S. Census reported a population of 5,155 in Salton City, up 1,392 from the 2010 Census total of 3,763. The SCSD indicates that the Desert Shores area has experienced population growth that is not registering on Census data (or related databases such as ESRI), as many new residents in Desert Shores are undocumented. The SCSD estimates that the current population of Desert Shores is between 1,500 and 2,000 residents. The collection system of the TRC WWTF consists of approximately 1,650 connections.

SCSD has been experiencing an increase in effluent Biochemical Oxygen Demand (BOD) compared to that of the influent BOD. These occurrences were indicative of a lack of dissolved oxygen present in the treatment process. High BOD in the effluent implies that an increased amount of organic matter was present in the percolation ponds, resulting in poor percolation rates. SCSD has implemented an increase in aeration time to the treatment process to add dissolved oxygen to the treatment system. By adding dissolved oxygen, the effluent BOD has decreased significantly and has become more consistent. SCSD will continue monitoring the aeration timing to ensure the efficiency of the treatment process is maintained. Due to the location of the Salton Community and its distance from other existing systems, consolidation is not an option for the SCSD system.

### **2.2. Collection System**

The TRC WWTF is supplied by two lift stations, Lift Station No. 22 and Lift Station No. 24. Both lift stations were constructed in 2008 and considered to be in good working condition, suitable for continued use. Wastewater flows from the

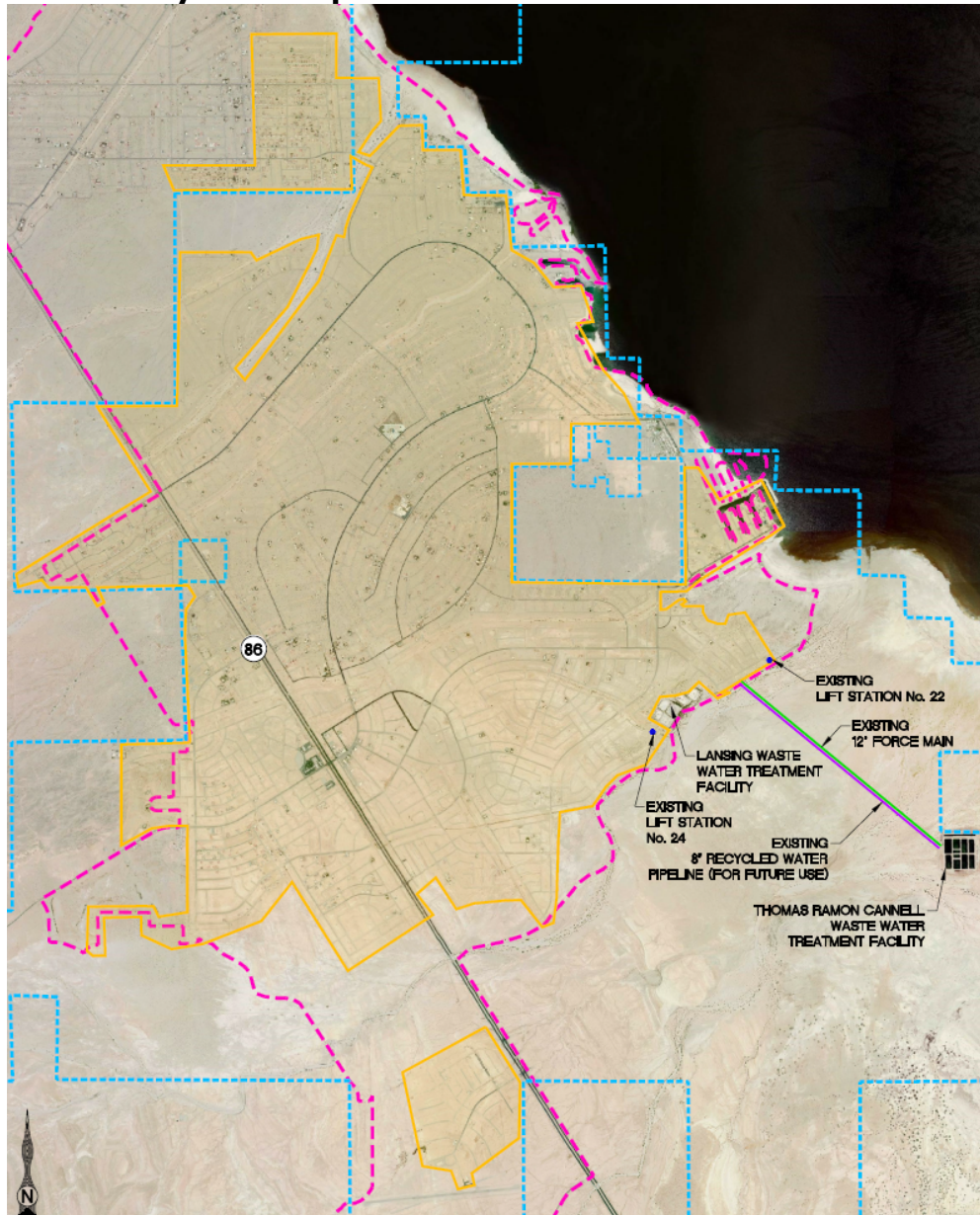
system's 1,652 connections are carried through mostly 8" VCP gravity sewer pipes and concrete manhole structures to Lift Station No. 22 and Lift Station No. 24. These wastewater flows are then lifted and conveyed through approximately 9,000 feet of 12" C-900 force main piping to the TRC WWTF. Both the TRC and Lansing WWTFs serve the Salton community through shared sewer lines.

SCSD's SCADA system consists of monitoring and alarm equipment. The lift stations are equipped with level alarms that will register faults that may occur at the lift station. Also, SCSD has Smart Covers for their manholes which monitor levels in their manholes. If alarms occur at any of their lift stations or manholes SCSD operations staff receive text message alert notifications indicating the fault and its location to assess the situation and apply corrective action.

### **2.3. System Map**

Figure 1 shows a majority of the SCSD's service area boundary, outlined in blue, that contributes wastewater flows to the TRC and Lansing WWTFs. Not shown is the Desert Shores area for clarity as it's a separate system.

**Figure 1**  
**System Map with Service Area Boundaries**



## **2.4. Treatment Facilities**

The SCSD has three wastewater treatment facilities within its service area; the Desert Shores WWTF, the TRC WWTF, and the Lansing WWTF. The total peak capacity for all three facilities combined is 0.505 MGD. The SCSD is held responsible to the WDRs by the RWQCB (Board Order No. R7-2012-0034). The State Water Resource Control Board (SWRCB) sets a performance standard of 85 percent capacity, in that once 85 percent of a plant's treatment capacity is met, the agency or plant operator, by law, must notify the SWRCB.

The Desert Shores facility is located approximately 1.2 miles west of the Salton Sea. The facility is adjacent to Coolidge Springs Road, west of State Highway (SH) 86, and approximately one mile southwest of the community of Desert Shores, California. There are approximately 1,043 sewer accessible lots in Desert Shores. The Desert Shores WWTF has seven (7) total evaporation and percolation ponds and a maximum capacity of 0.20 MGD. The facility treats wastewater biologically through oxidation, evaporation, and infiltration.

The TRC WWTF was completed in 2008. The treated effluent at the TRC WWTF is disposed of by means of percolation and evaporation. The TRC WWTF currently provides secondary treatment of wastewater by providing biological oxidation, evaporation, and percolation for final disposal. This occurs on-site through two (2) aeration ponds, two (2) clarifiers, six (6) percolation/evaporation ponds (with a combined surface area of approximately 5,860 square feet) and an emergency wastewater pond. Each pond has a 6-foot operating depth with 2-feet of freeboard. Additionally, there is also a 1,900 square foot Emergency Wastewater Pond on site. The TRC WWTF was designed for 0.50 MGD but is limited to 0.185 MGD through Board Order No. R7-2012-0034, which is the sum of the original design capacity of 0.16 MGD and 0.025 MGD of the emergency disposal pond.

The average daily flow (ADF) of the TRC WWTF is approximately 0.20 MGD, but can vary seasonally. Treated water from the clarifiers is conveyed to one of the six (6) onsite percolation and evaporation ponds. The treated water is disposed of via percolation into the ground and evaporation. Sludge and biosolids are accumulated and collected through the 0.25 MGD tertiary clarifier's sludge collection system. The SCSD contracts with a private contractor for the removal and disposal of accumulated pond sludge. The sludge is further processed offsite by the contractor to remove pathogens and is then subsequently sold as a soil amendment.

The Lansing WWTF was built in 1972 and has five (5) total evaporation and percolation ponds with a maximum capacity of 0.12 MGD. The Lansing WWTF was decommissioned in October 2008 with the completion of the TRC WWTF. To assist with daily demand, the Lansing WWTF was reopened in 2012 with a capacity of 0.12 MGD through order R7-2012-0035.

Aging collection system facilities in many areas require maintenance due to degradation over time. As a result, SCSD began a cured-in-place pipe (CIPP) rehabilitation program where field staff are systematically rehabilitating piping throughout its collection system. This rehabilitation program ensures extended lifecycle and increased integrity of SCSD's collection system.

## **2.5. Treatment Facility Map**

Figure 2 shows an overview of the TRC WWTF. As described above, the two (2) aeration ponds provide the initial treatment and the two (2) clarifiers aid in removing solids. From there, the treated wastewater can go to any of the

six (6) percolation and evaporation ponds for disposal. The emergency wastewater pond runs along the northern portion of the site.

**Figure 2**  
**Thomas R. Cannell Wastewater Treatment Facility**



## 2.6. Project Area Onsite Wastewater Treatment Systems (OWTS)

SCSD does not have any OWTS within the project area that will be added to the existing collections system or new treatment systems in the future.

## 2.7. Rate Study

Through a technical services request, SCSD has been working with the Rural Community Assistance Corporation (RCAC) to conduct a wastewater rate study to ascertain rates that would meet its existing and future revenue needs. The key objective of the rate study was to develop a sustainable, fair, and justifiable rate structure, while ensuring compliance with the California Proposition 218 process. In addition, the goal was to identify a suitable five-year wastewater rate structure and annual fee schedule that produces revenues adequate to meet the operating and capital financial needs of SCSD.

Following a careful review of SCSD's financials, assets, other data, and consultations with SCSD staff, RCAC recommended the following rate adjustments over the course of the next 5-years:

1. An increase of on all sewer user charges in the first year. The current annual charge of \$640.74 for all residential units should be increased to \$838.41. That is an annual increase of \$197.67 or approximately \$16.47 per month. The commercial use charge should also increase from \$7.70 to \$10.08 per hundred cubic feet of water usage (obtained via the water purveyor).
2. Incremental increases of 4 percent in subsequent years to the base and usage rates so that the system is financially viable, without causing undue burden on customers. In the first 4 years, the SCSD will not have sufficient revenue to fully fund reserve accounts. However, shortages will be recovered in the final year, with a 5-year total reserve funding projected at \$2,379,072. It will be necessary for SCSD to rely on non-operating revenue to fully recover all costs for the first 4 years.

### **3. Project Information**

#### **3.1. Project Details**

SCSD received a noncompliance letter from the RWQCB regarding the effluent limitation violations at the TRC WWTF. Board Order R7-2012-0034, Effluent Limitations 8.1 states that the Average Weekly BOD Effluent Limitation is 65 mg/L and the Average Monthly Effluent Limitation for BOD is 45 mg/L. The reported monitoring results were in violation of the effluent limitations for BOD from December 2016 through June 2017. This violation continued from 2016 to 2020. In addition, the TRC WWTF was also in violation of effluent limits for pH in 2016, 2017, 2019, and monthly flow in 2018. Additionally, the TRC WWTF does not have any excess capacity to accommodate peak flows and future growth. Often the TRC WWTF experiences flows above the permitted disposal capacity. The original design capacity of the TRC WWTF was 0.50 MGD with an ultimate capacity of 1.0 MGD. Due to surfacing of wastewater around the perimeter of the facility the Water Board established a permitted disposal capacity of 0.185 MGD for the site.

The projected population of Salton City will be 7,911 by the year 2040.<sup>1</sup> Based on this rate of population growth SCSD expects the needed disposal capacity at the TRC WWTF to increase to 0.33 MGD over the next 20 years. It is anticipated that the number of new connections will increase to 3,490 over the next 20 years. This will only increase the need for correction of the existing treatment facilities, as well as additional treatment capacity.

There has been no attempt to address these issues previously aside from mitigation measures taken by SCSD, due to the lack of funding. A Surface Water Quality Protection Program Preliminary Engineering Report was prepared in

---

<sup>1</sup> Salton Community Services District Service Area Plan, July 2021, p. 15

December 2019 (2019 PER), but SCSD could not implement any changes without outside funding assistance. Due to the compliancy issues, SCSD was issued a Cease-and-Desist Order by the RWQCB. The Imperial County Local Agency Formation Commission (LAFCO) adopted a resolution of Intent to Dissolve SCSD. SCSD was given 12 months to prove the viability of the district or be forced to dissolve. RCAC was brought in to provide technical assistance for the completion of the Clean Water State Resolving Fund Planning Application. In addition, RCAC brought in TKE Engineering to assist in the funding process and to complete this Plan of Study. SCSD's goal is to eliminate WWTF NOVs for good and better manage wastewater treatment in accordance with the WDR permits in the future.

SCSD has been working diligently to manage the issues described above. SCSD currently optimizes the TRC WWTF operations by strategically storing effluent volumes throughout the six (6) ponds to help accommodate the peak flows. Additionally, SCSD has increased maintenance on their aerators and are taking samples from multiple areas of the infiltration ponds, as well as addressing any vegetation within the ponds in an effort to manage BOD and pH levels. As a result, SCSD has seen a significant reduction both BOD and pH levels. In the near-term, SCSD has plans to also plant non-fruit bearing trees and install an irrigation system fed by pond effluents around the site perimeter as a means of reducing water amounts contained within the ponds and thus temporarily safeguarding against said peak flows and short-term future growth.

SCSD's long-term goal is to construct a mechanical treatment plant on-site which would reduce the need to dispose of all water on-site and accommodate future development and growth within its service area. SCSD is seeking financial assistance for the future design and construction of said mechanical treatment plant and conveyance system that would allow for beneficial reuse of existing wastewater and reduce the need for the existing onsite evaporation ponds that pose a surface water quality and public health risk to the community. SCSD is proposing to upgrade its existing TRC WWTF to tertiary treatment and make its effluent flows available for the expanded operations at the SCSWS. The proposed treatment facilities with an initial capacity of 0.25 MGD and an ultimate capacity of 1.0 MGD consists of a gravity tertiary supply line to convey secondary effluent from the secondary clarifiers to an influent pumping station with discharge to a rapid mixer followed by tertiary clarifiers, tertiary filters, and a chlorine contact tank.

The 2019 PER identified two layout alternatives for upgrading the TRC WWTF to improve the existing system. An addition of a mechanical treatment plant and conveyance system would allow the beneficial reuse of existing wastewater and eliminate the need for the percolation ponds, which are a surface water quality and public health risk. The proposed treatment facilities with an initial capacity of 0.25 MGD and an ultimate capacity of 1.0 MGD consists of a gravity tertiary supply line to convey secondary effluent from the secondary clarifiers to an influent pumping station with discharge to a rapid mixer followed by tertiary clarifiers, tertiary filters, and a chlorine contact tank for both alternatives. The layout alternatives were named "East Layout Option" and "West Layout Option". The 2019 PER East Layout Option is located outside of FEMA flood hazard zones, but would require additional piping

lengths for tertiary supply, filter backwash, and recycled water effluent. The West Layout Option is within a FEMA flood hazard zone based on the 2008 mapping. However, a levee facility constructed in 2014 is likely sufficient for mitigation measures to prevent any flooding. SCSW would be required to request a map amendment through FEMA to allow construction of the West Layout Option, but this method would reduce the piping lengths for tertiary supply, filter backwash, and recycled water effluent.

Three alternatives were prepared for the proposed conveyance facilities of the recycled water from the TRC WWTF to the system. The alternatives all propose the construction of a recycled water pumping station to deliver water from the TRC WWTF to a recycled water storage reservoir. The recycled water can be distributed from there to various users. The SCSWS (landfill), owned by County of Imperial, has been identified as the primary customer for recycled water. The SCSWS needs additional water supply for landfill operations, including dust control. Additionally, there will be an effluent return line to convey excess effluents to the percolation ponds in the absence of recycled water demands.

The Alternative "A" recycled water conveyance facilities consist of 9,000 linear feet (LF) of existing and 32,000 LF of proposed 8" recycled water pipeline, and a 500,000 gallon bolted steel tank. The 500,000 gallon bolted steel tank is located at elevation (-20±) which is about 40 feet higher than the reservoir site at the SCSWS. In effect, the Alternative "A" reservoir site would create service pressure of about 40 ft or 17 psi at the SCSWS (landfill), and that would permit delivery of recycled water by gravity from the storage tank, and it would also permit loading water trucks by gravity.

The Alternative "B" recycled water conveyance facilities consist of 9,000 LF of existing and 35,000 LF of proposed 8" recycled water pipeline, and a 500,000 gallon bolted steel tank. The 500,000 gallon bolted steel tank is located at elevation (+20±) which is about 40 feet lower than the reservoir site for Alternative "A." It is however located at the SCSWS. Recycled water at the SCSWS would undoubtedly have to be pumped, at least part of the time, to obtain minimum service pressure. There are three directional bores (550 LF at Highway 86, 1,500 LF at Arroyo Salada, and 1,500 LF at Surprise Wash) totaling 3,550 LF which is approximately 1,000 LF more than the directional bores required for Alternative "A." In addition to increased directional boring, the intermediate portion of the alignment is within an undisturbed area and would most likely have additional jurisdictional water crossings requiring permitting from United States Army Corp of Engineers (USACE) and California Department of Fish and Wildlife (CDFW).

The Alternative "C" recycled water conveyance facilities consist of 38,000 LF of new recycled water pipeline and a 500,000 gallon bolted steel tank located at the SCSWS. As with Alternative "B", the 500,000 gallon bolted steel tank is located at elevation (-20±) and recycled water at the landfill site would undoubtedly have to be pumped, at least part of the time, to obtain minimum service pressure. There are four directional bores (550 LF at Highway 86, 1,000 LF at Tule Wash, 2,000 LF at Tule Wash Flood Plain, and 1,500 LF at Surprise Wash) totaling 5,050 LF, which is

nearly half the length of directional bores for Alternative "B" and nearly double the length of bores for Alternative "A." In addition to increased directional boring, a large portion of the alignment east of Highway 86 portion is within an undisturbed area and would most likely have additional jurisdictional water crossings requiring permitting from USACE and CDFW.

The proposed Project for will not have any significant environmental impact based on the findings of the NEPA and CEQA, according to the 2019 Environmental Assessment prepared by Tom Dodson and Associated in conjunction with the 2019 PER. The generation and management of treatment residuals and wastes would remain as currently operated. As stated above, the SCSD contracts with a private contractor for the removal and disposal of pond sludge. The sludge is further processed offsite by the contractor to remove pathogens and is then subsequently sold as a soil amendment.

All improvements to be done on-site are within existing owned SCSD property. For the recycled water conveyance facilities, Alternative "A" was the recommended alternative in the 2019 PER. For Alternative "A" recycled water conveyance facilities, easements, right of ways or public streets exist for all but possibly 2-miles of pipeline, specifically along Pole Line Road, for which there is a power line right-of-way. Pole Line Road is unimproved but it is used periodically by power line maintenance crews and frequently by off road enthusiasts. Although public road easements may exist for Pole Line Road, such easements have not been confirmed; therefore, easements may need to be secured for the Pole Line Road portion of the alignment. A site (a subdivision lot) is available for the reservoir at the remote location; it will have to be fenced separately. The recycled water pipeline can be installed using routine construction techniques except at Highway 86 and Arroyo Salada where directional boring would be more appropriate since it would be more cost-effective and less damaging to the environment, especially at the multiple stream crossing, which constitutes jurisdictional water by the USACE and CDFW. Open trenching across jurisdictional water would require permitting from both agencies. The two directional bores, 550 LF at Highway 86 and 2,000 LF at Arroyo Salada total 2,550 LF.

One of the main goals for this project is to implement wastewater reuse and recycling practices. This project would allow for the beneficial reuse of existing wastewater. During design, SCSD will strive to implement the most practical energy efficient design to reduce energy consumption over time. The project alternative will employ a scalable design as to be able to grow with the area as future populations increase. This will provide a system that not only will employ the appropriate technology to meet treatment requirement but will also meet the size and needs of the community.

**Table 1**  
**Construction Items to be Evaluated and Issues Addressed**

<b>Proposed Solution</b>	<b>Issue/Violations/Enforcement Orders Addressed</b>
Planting and Watering of Non-Fruit Bearing Trees around Site Perimeter	Capacity / Impact on Groundwater and Surface Water
Increased Aerator Maintenance	Capacity / Treatment Effectiveness
Taking Samples from Different Areas	Operational Management
Improve WWTF Facilities	Capacity / Impact on Groundwater and Surface Water
Improve Conveyance Facilities	Capacity / Impact on Groundwater and Surface Water

### **3.2. Scope of Work (Work Plan)**

The Project scope of work will include an updated preliminary design report for the TRC WWTF upgrade, as well as the final design and application processing for all necessary permits. The following elements will comprise the design scope of work:

#### Task No. 1 – Project Administration

Project Administration will consist of the oversight of the entire project design from start to finish. This will include meeting attendance, corresponding preparation of meeting documents, updating the budget and discussions with staff, agencies, and stakeholders.

*Deliverables: Agendas, Meeting Minutes, Exhibits, and Project Progress, Schedule, and Budget Updates*

#### Task No. 2 – Recycled Water Feasibility Study

The recycled water feasibility study will identify all potential recycled water users, the backbone recycled water distribution system required to supply said users, and the cost of recycled water. This feasibility study is required to ensure that enough users are available to support the cost to develop and long-term operations and maintenance of the recycled water system.

*Deliverables: Draft and Final Recycled Water Feasibility Study*

#### Task No. 3 – Preliminary Engineering Report

Preliminary Engineering Report shall consist of updating the Preliminary Engineering Report for the TRC WWTF completed in 2019. The updated PER will evaluate all changes within the District and at the TRC WWTF, as it relates to the proposed improvements.

*Deliverables: Updated PER*

Task No. 4 – 30% Engineering Design

30% Design will include a preliminary design concept for the layout of the upgrades to the TRC WWTF and all related upgrades on an exhibit in plan view. The preliminary design will be established to minimize removals and identify potential impacts of construction. 30% Design will include a preliminary engineer's estimate to accompany all proposed construction items.

*Deliverables: Preliminary Design Exhibit and Estimate*

Task No. 5 – 60% Engineering Design and Specifications

60% Design shall include preparation of a full set of construction drawings, preliminary technical specifications and updated cost estimate. Construction drawings shall include location of proposed upgrade in relation to existing conditions in accordance with the necessary design standards and specifications. The title sheet shall include the title of the job, a vicinity map showing the project location in relationship to surrounding communities, a location map showing the project limits, a list of abbreviations used, benchmark data, general notes, construction notes, quantities, and a sheet index. The demolitions sheet shall show any required demolition of existing facilities to prepare for the proposed upgrades to the TRC WWTF. The construction sheets shall show all proposed upgrades to the facilities of the TRC WWTF with all necessary construction details. The project specifications shall be prepared in Microsoft Word with the required technical and Special Provisions with a corresponding cost estimate of all construction costs anticipated for the project.

*Deliverables: 60% Design Plans, Preliminary Specifications, and 60% Cost Estimate*

Task No. 6 – 90% Engineering Design and Specifications

90% Design will include incorporation District and stakeholder comments into the project design package. 90% Design will be submitted with a project summary and memorandum together with updated project specifications and estimates.

*Deliverable: 90% Design Plans, Specifications, and Cost Estimate*

Task No. 7 – 100% Engineering Design and Specifications

100% design will include incorporation of comments, final plans, specifications, and estimates, ready for public bidding. Final documents will include mylars and hard copy specifications with signatures and electronic copies of final documents. 100% Design will be submitted with a project summary memorandum together with an updated project schedule, additional stakeholder meeting summary, and internal plan review documentation.

*Deliverables: One (1) Full-Size Mylar of 100% Drawings; Hard Copy of Specifications and Estimate, Electronic Files of Final Plans, Specifications and Estimate*

Task No. 8 – Survey/Mapping

Survey/Mapping shall include topographic survey of the existing facilities, preparation of a topographic map of the existing site, all required research of existing right-of-way and easements, and all necessary right-of-way/land acquisition documents for acquiring land if necessary.

*Deliverables: Topographic Map, Right-of-Way Documents, Land Acquisition and Easement Documents*

Task No. 9 – CEQA/NEPA Environmental Documentation

The Initial Study and Mitigated Negative Declaration (IS/MND) will include required technical studies and Tribal Cultural Resources requirements through the AB-52 process. The documentation shall include processing the IS to a final package for consideration by SCSD Staff, including the Mitigation Monitoring and Reporting Program (MMRP) for review and approval. It will also include federal cross-cutters for NEPA compliance to maintain eligibility for federal grant and SRF funding.

*Deliverables: Administrative Draft, Public Draft, and Final IS/MND, Response to Comments, MMRP, All Notices (NOI, NOA, and NOD)*

Task No. 10 – Waste Discharge Reporting/Coordination with the Regional Water Board

An application and ROWD (Form 200) for the TRC WWTF will be prepared and shall follow the Regional Water Board's requirements. The ROWD report will be stamped by a California Professional Engineer and include the following: a description of water supply; a description of wastewater sources; characterization of wastewater; a description of wastewater collection system; a description and flow diagram of wastewater treatment process and effluent disposal system, including updates to plant capacity; a summary of soils and geology; a summary of groundwater, surface water, and stormwater; and a description of CEQA status and/or actions. The application and ROWD will be submitted to the Regional Water Board for approval after working with them to address any comments and/or concerns.

*Deliverables: Waste Discharge Application, ROWD Report*

Task No. 11 – Geotechnical Investigations

Geotechnical Investigations will include the development of geotechnical evaluations and recommendations of grading, earthwork, trenching, and pavement design. This includes drilling, sampling, logging, and laboratory testing of necessary soil borings for evaluation of subsurface conditions throughout the project area. Testing will include evaluations for in-situ moisture content, density tests, infiltration rates, max

density and optimum tests, sieve analysis, R-value, direct shear tests, consolidation and collapse tests and corrosivity characteristics of the on-site soils. Findings and recommendations will be assembled into a report.

*Deliverables: Geotechnical Report*

Task No. 12 – Fiscal Sustainability Plan

The Fiscal Sustainability Plan shall include review of operations and maintenance costs associated with the TRC WWTF upgrade to determine elements for fiscal sustainability.

*Deliverables: Fiscal Sustainability Plan*

Task No. 13 – Clean Water SRF Construction Funding Application

This task shall include preparation of Clean Water SRF construction funding application including all required attachments, exhibits, estimates and forms. Completed application shall be submitted to the State Water Board for review and approval. Application will be monitored and tracked with the State Water Board, including preparation of amendments and other requested items through completion.

*Deliverables: CWSRF Construction Funding Application*

### 3.3. Budget

The projected budget for the construction of a mechanical treatment plant and conveyance system that would allow for beneficial reuse of existing wastewater and eliminate the need for the existing onsite percolation and evaporation ponds that pose a surface water quality and public health risk to the community. The cost estimate can vary depending on which alternatives are selected. The costs (in 2023 dollars) anticipated for the recommended East Layout Option WWTF improvements and Alternative "A" recycled water conveyance facilities are \$13,000,000. The anticipated annual operations and maintenance costs would be approximately \$350,000. Table 2, below, contains a breakdown of the cost associated with completing the Project scope of work and deliverables identified in Section 3.2.

**Table 2**  
**Planning Cost Estimate**

Task	Estimate Cost
1. Project Administration	\$74,000
2. Recycled Water Feasibility Study	\$100,000
3. Preliminary Engineering Report	\$35,000
4. 30% Engineering Design	\$250,000
5. 60% Engineering Design and Specifications	\$250,000
6. 90% Engineering Design and Specifications	\$175,000
7. 100% Engineering Design and Specifications	\$150,000
8. Survey/Mapping	\$80,000
9. CEQA/NEPA Environmental Documentation	\$203,000
10. Waste Discharge Reporting/Coordination with RWB	\$30,000
11. Geotechnical Investigations	\$55,000
12. Fiscal Sustainability Plan	\$20,000
13. CWSRF Construction Funding Application	\$25,000
<b>TOTAL:</b>	<b>\$1,447,000</b>

### 3.4. Schedule

The proposed Project schedule is presented in Table 3 below. It is anticipated that some of these tasks can be completed concurrently. However, the overall project schedule will be around 5 years to reach the construction and implementation phase.

**Table 3**  
**Planning Deliverable Schedule**

<b>Task</b>	<b>Estimated Start</b>	<b>Estimated Draft Submittal</b>	<b>Estimated Final Submittal</b>
Project Administration	0 months	N/A	N/A
Recycled Water Feasibility Study	0 months	12 months	15 months
Preliminary Engineering Report	6 months	12 months	15 months
30% Engineering Design	15 months	N/A	21 months
60% Engineering Design and Specifications	21 months	N/A	29 months
90% Engineering Design and Specifications	29 months	N/A	35 months
100% Engineering Design and Specifications	35 months	N/A	38 months
Survey/Mapping	6 months	N/A	15 months
CEQA/NEPA Environmental Documentation	21 months	27 months	30 months
Waste Discharge Reporting/Coordination with RWB	24 months	26 months	28 months
Geotechnical Investigations	6 months	9 months	12 months
Fiscal Sustainability Plan	29 months	N/A	35 months
CWSRF Construction Funding Application	27 months	N/A	30 months

## AMENDMENT TO CONTRACT

Contract No. C9801243 Amendment No. **1**

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the Salton CSD

The State and, Salton CSD in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

The appropriation liquidation date has been extended to June 30, 2028.  
Special Provisions language regarding Executive Order N-6-22 has been added.

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: Salton CSD

By \_\_\_\_\_

Title General Manager  
Applicant's Authorized Representative as shown in Resolution

Date \_\_\_\_\_

STATE DEPARTMENT OF PARKS AND RECREATION

By \_\_\_\_\_

Date \_\_\_\_\_

### CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NO <b>C9801243</b>	AMENDMENT NO <b>1</b>	FISCAL SUPPLIER I.D. <b>0000148542</b>	PROJECT NO <b>18-13-017</b>
AMOUNT ENCUMBERED BY THIS DOCUMENT	FUND <b>Drought, Water, Cln Air, Cstl Protc, Outdoor Fund</b>		
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT	ITEM <b>3790-101-6088</b>	CHAPTER <b>29</b>	STATUTE <b>18</b>
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$177,952</b>	Reporting Structured <b>37900091</b>	Account/Alt Account <b>5432000-5432000000</b>	ACTIVITY CODE <b>69801</b>
			PROJECT/WORK PHASE

## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and Salton CSD (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2028.

## **II. GENERAL PROVISIONS**

### **A. Definitions**

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Costs**

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

## **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and

any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

#### **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

#### **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

#### **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

#### **K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

#### **L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

#### **M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

#### **N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

#### **O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

#### **P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

### **III. SPECIAL PROVISIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

Salton CSD  
GRANTEE

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

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

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_

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

**RESOLUTION NO. 2024-02-21-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SALTON COMMUNITY SERVICES DISTRICT ADOPTING  
UPDATES TO EMPLOYEE HANDBOOK**

WHEREAS, the Salton Community Services District ("District") is a California Community Services District having a staff of employees some of whom are office staff and others of which are field workers;

WHEREAS, certain of the field workers are subject to a collective bargaining agreement that governs their employment in part and which must be consulted regarding employment matters;

WHEREAS, the District has an Employee Handbook that was adopted in the past and which is in need of updates to reflect best practices and current law;

NOW, THEREFORE, BE IT RESOLVED that the Salton Community Services District hereby adopts the Employee Handbook attached hereto Exhibit "A"

RESOLVED FURTHER, that prior versions of the Employee Handbook are hereby terminated.

**PASSED AND ADOPTED** by the board of Directors of the Salton Community Services District, held on the 21<sup>st</sup> day of February 2024, by the following vote:

	YES	NO
Michelle Gilmore, President	_____	_____
Michael Friese, Vice President	_____	_____
Manuel Ramos, Director	_____	_____
Lidia Sierra, Director	_____	_____
Dale Johnson, Director	_____	_____

\_\_\_\_\_  
Michelle Gilmore, President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Sonia Thania Garcia, Secretary to the Board of Directors

# 2024

## EMPLOYEE HANDBOOK



Prepared by Slovak Baron Empey Murphy & Pinkney LLP; 2024

## **TABLE OF CONTENTS**

### **INTRODUCTION**

INTRODUCTION.....	1
-------------------	---

### **PRE-EMPLOYMENT**

EQUAL EMPLOYMENT OPPORTUNITY.....	2
-----------------------------------	---

### **EMPLOYMENT WITH THE DISTRICT**

EMPLOYMENT AT-WILL.....	4
PROBATIONARY PERIOD .....	4
UNIONS .....	5
EMPLOYMENT OF RELATIVES.....	5
NON-FRATERNIZATION POLICY .....	5
TERMINATION, DISCIPLINE AND RULES OF CONDUCT .....	5

### **WORKPLACE EXPECTATIONS**

ATTENDANCE AND PUNCTUALITY .....	8
DRESS AND GROOMING STANDARDS .....	8
CONFLICTS OF INTEREST .....	9
DISTRICT PROPERTY; CONFIDENTIAL AND PERSONAL INFORMATION .....	10
TECHNOLOGY USE AND SECURITY .....	10
SOCIAL MEDIA POLICY.....	16
EXTERNAL COMMUNICATIONS.....	19
MOBILE DEVICE USAGE POLICY.....	19
SOLICITATION, DISTRIBUTION AND BULLETIN BOARDS .....	21
PERSONNEL RECORDS.....	21

### **WORKPLACE SAFETY**

POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION.....	23
DRUG FREE WORKPLACE.....	26
SPECIAL COVID-19 POLICY.....	28
VIOLENCE IN THE WORKPLACE .....	28
SAFETY POLICY AND PROGRAM .....	30

SMOKING .....	30
<u>COMPENSATION AND BENEFITS</u>	
PERFORMANCE AND PAY REVIEW .....	31
HOURS OF WORK, OVERTIME AND PAYDAY .....	32
EMPLOYEE BENEFITS.....	35
<u>TIME OFF / LEAVES OF ABSENCE / ACCOMMODATIONS</u>	
HOLIDAYS.....	38
VACATION .....	39
SICK LEAVE .....	40
REASONABLE ACCOMMODATIONS .....	42
LACTATION ACCOMMODATION POLICY.....	43
LEAVES OF ABSENCE .....	45
<u>ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK</u>	
ACKNOWLEDGMENT.....	59

# INTRODUCTION

## INTRODUCTION

This Employee Handbook (“Handbook”) is designed to help employees get acquainted with Salton Community Services District (the “District”). It describes some basic terms and conditions of employment with the District.

Employees are expected to read this Handbook carefully, and to know and understand its contents.

# PRE- EMPLOYMENT

## EQUAL EMPLOYMENT OPPORTUNITY

The District is committed to a policy of equal employment opportunity. There are certain core principles that are foundational to this policy.

First, the District prohibits unlawful discrimination based on any characteristic protected by law. Protected characteristics are race (including hair texture, protective hairstyles, and other traits historically associated with race), color, religion and religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making, gender, gender identity (including transgender identity), gender expression (including transgender expression or because an individual has transitioned or is (or is perceived to be) transitioning to live as the gender with which they identify), sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act, if applicable), the use of marijuana off the job and away from the workplace, military or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, known status as a victim of domestic violence, sexual assault, stalking, or of certain violent crimes, or whose covered family member is a homicide victim, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the National Labor Relations Act or California Fair Pay Act, requesting a reasonable accommodation on a protected basis such as a disability or sincerely-held religious belief, practice, or observance, or any other characteristic protected by local, state, or federal laws.

Second, the District's equal employment opportunity commitment means that it will provide employees and applicants accommodations in accordance with applicable laws. (See separate "Reasonable Accommodation Policy" and separate "Lactation Accommodation Policy.")

Third, the District prohibits sex harassment and other types of unlawful harassment based on any protected status listed above. Likewise, the District prohibits retaliation against a person because such

person has reported or assisted in reporting suspected violations of this policy; cooperated in investigations or proceedings arising from a violation of this policy; or engaged in other activities protected under this policy. For more information about the types of conduct that constitute impermissible harassment and the District's internal procedures for addressing complaints of discrimination, harassment, and retaliation, please refer to the District's separate "Policy Against Harassment, Discrimination, and Retaliation" in this Handbook.

This Equal Employment Opportunity Policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any questions regarding this policy should be raised with the General Manager.

# EMPLOYMENT WITH THE DISTRICT

## EMPLOYMENT AT WILL

All employment at the District is “at-will,” unless employees are parties to a written employment agreement that guarantees a specific term of employment. “At-will” means that both employees and the District have the right to terminate employment at any time, with or without advance notice, and with or without cause. Employees also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of the District. No one other than the General Manager of the District has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this at-will status. Any such agreement must be in writing, must be signed by either the General Manager of the District or the President of the Board of Directors, and must express a clear and unambiguous intent to alter the at-will nature of the employment relationship.

Nothing contained in this Handbook or any other documents provided to employees is intended to be, nor should it be, construed as a guarantee that employment or any benefit will be continued for a specific time period. For example, any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience. They are not intended to create an employment contract for one or more months, for a year. Employees should ask the Finance Officer if they have any questions about their status as an employee at-will.

## PROBATIONARY PERIOD

The District attempts to hire the most-qualified employees for each position. To ensure this, the District provides for a probationary period of employment for the employee to assess the District and the job content, and for the District to evaluate the new employee and his or her job performance. All new employees must complete to the District’s satisfaction a 90-day probationary period beginning with the date of initial employment. Consistent with the District’s Employment At Will policy, during the probationary period, an employee may be discharged by the District for any reason and without advance notice. Similarly, the employee may resign employment for any reason without advance notice during this period. A performance review will be conducted by the employee’s supervisor before the probationary period is completed.

At the District’s discretion, an employee’s probationary period may be extended one or more times. Employees are not eligible for and do not earn benefits during the probationary period, except for holiday pay and paid sick time. On successful completion of the probationary period, an employee will become a

regular employee. Successful completion of the probationary period does not, however, guarantee employment for any specific duration or change the at-will status of regular employment.

## **UNIONS**

---

To the extent any provision of this handbook conflicts with the terms of a collective bargaining agreement to which certain employees may be subject, the terms of the collective bargaining agreement will control.

## **EMPLOYMENT OF RELATIVES**

---

Relatives of current employees may be hired by the District only if (1) the individuals concerned will not work in a direct supervisory relationship with one another, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. "Relatives" are defined as spouses, children, sisters, brothers, mothers, or fathers, and persons related by marriage. Employees who marry or who become related by marriage will be permitted to continue employment with the District only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale. If employees who marry or who become related by marriage do work in a direct supervisory relationship with one another, the District will attempt to reassign one of the employees to another position for which such employee is qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave the District. The decision as to which employee leaves will be left solely to the employees. In the event that no alternative position is available and neither employee voluntarily leaves the District, the employee with lesser seniority will be terminated.

## **NON-FRATERNIZATION**

---

In order to promote the efficient operation of the District's business and to avoid misunderstandings; complaints of favoritism; other problems of supervision, security and morale; and possible claims of sexual harassment, managers and supervisors are forbidden from dating or pursuing romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who wish to enter into, or have entered into, a dating, romantic, or sexual relationship with a subordinate employee, whether in their direct or indirect chain of supervision, are obligated to fully disclose this information to the District in accordance with the Conflict of Interest policy.

Employees who violate this guideline will be subject to discipline, up to and including termination of employment.

## **TERMINATION, DISCIPLINE, AND RULES OF CONDUCT**

---

### **I. Termination**

#### **A. Voluntary Termination**

The District will consider an employee to have voluntarily terminated his or her employment if an employee does any of the following:

- (1) Elects to resign from the District;
- (2) Fails to return from an approved leave of absence on the date specified by the District;
- or
- (3) Fails to report for work without notice to the District for three consecutive days.

### **B. Involuntary Termination**

An employee may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of the District's rules of conduct as set forth below. Notwithstanding this list of rules, the District reserves the right to discharge or demote any employee with or without cause and with or without prior notice.

### **C. Termination Due to Reorganizations, Economics, or Lack of Work**

From time to time, the District may need to terminate an employee as a consequence of reorganizations, job eliminations, economic downturns in business, or lack of work. Should the District consider such terminations necessary, the District will attempt to provide all affected employees with advance notice when practical. Layoff benefits associated with such terminations, if any, will be as specified in the notice.

## **II. Discipline and Rules of Conduct**

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet District standards, the employee will be subject to discipline up to and including termination.

The rules set forth below are intended to provide employees with notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which the District determines adversely affects or is otherwise detrimental to the interests of the District, other employees, or the public, may also result in disciplinary action.

### **A. Job Performance**

Employees may be disciplined for poor job performance, including but not limited to the following:

- (1) Unsatisfactory work quality or quantity;
- (2) Excessive absenteeism, tardiness, or abuse of rest break and meal period policies;
- (3) Failure to follow instructions or District procedures; or
- (4) Failure to follow established safety regulations.

### **B. Misconduct**

Employees may be disciplined for misconduct, including but not limited to, the following:

- (1) Failure or refusal to perform a work-related task, or any form of insubordination;
- (2) Dishonesty;
- (3) Theft;
- (4) Discourtesy, rudeness, or unprofessional behavior toward a member of the public;
- (5) Disparaging, rude, or condescending behavior toward a coworker;
- (6) Harming or destroying District property or the property of another on District premises;
- (7) Violating conflict of interest rules;
- (8) Disclosing or using confidential and/or proprietary information, such as the District's trade secrets, without authorization;
- (9) Falsifying or altering District records, including an application for employment or timekeeping records;
- (10) Interfering with the work performance of others;
- (11) Violating the District's rules against unlawful discrimination, harassment, and retaliation, or rules against workplace violence;

- (12) Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on District property or while conducting District business;
- (13) Gambling on District premises or while conducting District business;
- (14) Sleeping on the job or leaving your work location/work site without authorization for a purpose other than a legally protected activity;
- (15) Possessing a firearm or other dangerous weapon on District property or while conducting District business;
- (16) Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the District, its employees, the public, or property;
- (17) Working for another employer or entity while on a leave of absence from the District, without prior written notice and agreement by the District;
- (18) Failing to report to the District, within five days, any conviction under any criminal drug statute for a violation occurring in the workplace.

#### C. Attendance

In addition to the general rules stated above, employees may be disciplined for failing to observe the following specific requirements relating to attendance:

- (1) Reporting to work on time, observing rest break and meal period policies, recording all time worked, and obtaining approval to leave work early; and
- (2) Notifying the supervisor in advance of anticipated tardiness or absence.

#### D. Discipline Procedure

Except as set forth below, discharge or demotion for poor performance ordinarily will be preceded by an oral warning and a written warning.

The District reserves the right to proceed directly to a written warning, demotion, or termination for misconduct or performance deficiency, without resort to prior disciplinary steps, when the District deems such action appropriate.

### **III. Exit Interview**

Employees who leave the District for any reason may be asked to participate in an exit interview. This interview is intended to permit terminating employees the opportunity to communicate their views regarding their work with the District, including job duties, job training, job supervision, and job benefits. At the time of the interview, employees are expected to return all District-furnished tangible and intangible property, including uniforms, tools, equipment, District-issued mobile devices and laptops, I.D. cards, building and parking access cards, keys, credit cards, documents, and handbooks. Arrangements for clearing any outstanding debts with the District and for receiving final pay also will be made at this time.

### **IV. Employment At Will**

Nothing in this guideline is intended to alter the at-will status of employment with the District. Consistent with our Employment At Will policy, set forth separately in this Handbook, you and the District each have the right to terminate the employment relationship at any time with or without cause and with or without prior notice. As well, the District reserves the right to terminate any employment relationship, to demote, and to otherwise discipline an employee without resort to the above disciplinary procedures.

# WORKPLACE EXPECTATIONS

## ATTENDANCE AND PUNCTUALITY

Employees are expected to report to work as scheduled, on time, and prepared to start work. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided. Employees who are unable to report for work must under all but the most extenuating circumstances call their supervisors at least one (1) hour before the time they are scheduled to begin working for that day. A department manager may supersede this one (1)-hour requirement; department heads or managers will advise their employees of their preferred notification time.

An employee who fails to report to work without notification to his or her supervisor for a period of four (4) consecutively scheduled work days or more will be considered to have voluntarily terminated their employment relationship.

## DRESS AND GROOMING STANDARDS

The District considers the presentation of the District image to suppliers, and the public at large to be extremely important. Since the District's product includes service, and excellent service can only be provided through its employees, the District not only seeks good performance and conduct from its employees, but also expects them to observe high standards in their personal presentation.

Accordingly, the District maintains the following dress and grooming standards:

1. Shoes must provide safe, secure footing, and offer protection against hazards;
2. Tank tops, spaghetti strap tops, tube or halter tops, low cut tops or dresses, spandex or other form fitting pants, skirts, or shorts, may not be worn under any circumstances;
3. Mustaches and beards must be clean, well-trimmed and neat;
4. Hairstyles are expected to be in good taste;
5. Hair that is colored or styled to extremes, such as excessively spiked hair, do not present an appropriate professional appearance and are inappropriate for work.

District grooming standards shall not (1) be based on hair texture or other traits historically associated with race or prevent employees from wearing braids, locks, twists, or other protective hairstyles, or (2) prevent employees from dressing consistent with their gender identity. Any employee who needs a medical or religious accommodation to the District's dress and grooming standards should contact Finance Officer.

Employees with questions or concerns about this policy are encouraged to contact the Finance Officer.

## **CONFLICTS OF INTEREST**

---

Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the legitimate business interests of the District. A conflict of interest exists when the employee's loyalties or actions are divided between the District's interests and those of the employee or another, such as a competitor, supplier, or the public. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the Finance Officer for clarification. Any exceptions to this policy must be approved in writing by the General Manager.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees should avoid include the following:

- (1) Accepting personal gifts or entertainment from competitors, the public, suppliers, or potential suppliers;
- (2) Working for a competitor, supplier, or the public;
- (3) Engaging in self-employment in competition with the District;
- (4) Using proprietary or confidential District information, such as District trade secrets, for personal gain or to the District's detriment;
- (5) Having a direct or indirect financial interest in or relationship with a competitor, the public, or supplier, except that ownership of less than *one percent (1%)* of the publicly traded stock of a corporation will not be considered a conflict;
- (6) Using District property or labor for personal use;
- (7) Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District;
- (8) Committing the District to give its financial or other support to any outside activity or organization; or
- (9) Developing a personal relationship with a subordinate employee of the District or with an employee of a competitor, supplier, or the public that might interfere with the exercise of impartial judgment in decisions affecting the District or any employees of the District.

If an employee or someone with whom an employee has a close relationship (*e.g.*, a family member or close companion) has a financial or employment relationship with a competitor, the public, supplier, or potential supplier, the employee must disclose this fact in writing to the District. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier, or the public, a conflict of interest may exist, which requires full disclosure to the District.

Part-time employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor.

Failure to adhere to this policy, including failure to disclose any conflicts or to seek an exception, may result in discipline, up to and including termination of employment.

## **DISTRICT PROPERTY; CONFIDENTIAL AND PERSONAL INFORMATION**

The security of District property is of vital importance to the District. District property includes not only tangible property, like desks and computers, but also intangible property such as confidential information. It is critical for the District to preserve and protect its confidential information, as well as the confidential information of the public, suppliers, and third parties. All employees are responsible for ensuring that proper security is maintained at all times.

Employees may be required to sign a written confidentiality agreement if they will receive confidential information during their employment with District.

## **TECHNOLOGY USE AND SECURITY**

The District provides various Technology Resources to authorized employees to assist them in performing their job duties for the District. Each employee has a responsibility to use the District's Technology Resources in a manner that increases productivity, enhances the District's public image, and is respectful of other employees. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the District reserves the right to advise appropriate legal authorities of any violation of law by an employee. District employees are reminded that, in addition to the requirements of this policy, all usage of Technology Resources is also subject to District's "District Property; Confidential and Personal Information" policy.

### **I. Technology Resources Definition**

Technology Resources consist of all electronic media and storage devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; tablets; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet or cloud storage accounts; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; voicemail systems; and instant messaging systems.

### **II. Authorization**

Access to the District's Technology Resources is within the sole discretion of the District. Generally, employees are given access to the District's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the District's Technology Resources are authorized to access and use the necessary technology. Additionally, employees must successfully complete District-approved training before they are authorized to access and use the District's Technology Resources.

### **III. Use**

The District's Technology Resources are to be used by employees during working time only for the purpose of conducting District business. Employees may, however, use the District's Technology Resources for the following incidental non-work related uses during nonworking time as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, and does not violate any District policy:

1. To use the telephone system for brief and necessary calls;
2. To send and receive necessary and occasional communications;
3. To prepare and store incidental data (such as personal calendars, personal address lists, and similar incidental data) in a reasonable manner; and
4. To access the Internet and personal social media sites for brief personal searches and inquiries during meals, breaks, or other nonworking time, provided that employees adhere to all other usage policies.

The District assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on the District's Technology Resources. The District accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any District property. The District strongly discourages employees from storing any personal data on any of the District's Technology Resources.

### **IV. Improper Use**

#### **A. Prohibition Against Harassing, Discriminatory and Defamatory Use**

The District is aware that employee emails are often less formal than traditional written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the District's "Equal Employment Opportunity Policy" and its "Policy Against Harassment, Discrimination, and Retaliation," the District does not tolerate discrimination or harassment based on race, color, religion, religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other status protected by applicable laws. Under no circumstances shall employees use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (*e.g.*, sexually explicit or racial messages, slurs, jokes, or cartoons).

#### **B. Prohibition Against Violating Copyright Laws**

Employees shall not use the District's Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

### C. Other Prohibited Uses

Employees shall not use the District's Technology Resources for any illegal purpose, violation of any District policy, for pecuniary gain, or in any way that discloses trade secrets or other confidential or proprietary information of the District, business partners, vendors, or the public.

## **V. District Access To Technology Resources**

All messages sent and received, including personal messages, and all data and information stored on the District's Technology Resources (including on its electronic mail system, voicemail system, or computer systems) are District property regardless of the content. As such, the District reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion. No employee, other than the General Manager, has authority to waive, vary or amend the District's right to access its Technology Resources.

### A. No Reasonable Expectation Of Privacy

Although the District does not wish to examine personal information of its employees, on occasion, the District may need to access its Technology Resources including computer files, electronic mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the District's Technology Resources, including personal information or messages. The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to confirm compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

### B. Passwords

Certain of the District's Technology Resources can be accessed only by entering a password or using login credentials. Passwords and login credentials are intended to prevent unauthorized access to information. Passwords and login credentials do not confer any right of privacy upon any employee of the District. Thus, even though employees may maintain passwords or be provided with login credentials for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords and login credentials as confidential. Employees must not share passwords, or forward login credentials unless authorized by the General Manager and must not access coworkers' systems without express authorization.

### C. Data Collection

The best way for employees to ensure the privacy of personal information is not to store or transmit it on the District's Technology Resources. So that employees understand the extent to which information is collected and stored, examples of information currently maintained by the District are provided below. The District may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

1. Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and also reset the password.
2. Electronic Mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and also reset the password.
3. Desktop Facsimile Use: Copies of all facsimile transmissions are maintained in the facsimile server.

4. Document Use: Each document stored on District computers has a history that shows which users have accessed the document for any purpose.
5. Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

#### **D. Deleted Information**

Deleting or erasing information, documents, or messages maintained on the District's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the District's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the District periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information. Employees shall fully comply with District policy regarding retention or destruction of information. Notwithstanding the above, the District shall delete personal employee information to the extent required by applicable law, including as required by the California Consumer Privacy Act.

#### **VI. The Internet And On-Line Services**

The District provides authorized employees access to online services such as the Internet. The District expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the District's Technology Resources to access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could reasonably adversely affect any individual, group, or entity.

Additionally, employees may not use the District's Technology Resources to post, comment, send, or otherwise upload any information to any Web sites or other online groups, including web logs (*i.e.*, "blogs"), social networking Web sites, newsgroups, discussion groups, or non-District email groups, except in accordance with the District's Social Media Policy. These actions will likely generate junk electronic mail and may expose the District to liability or unwanted attention because of comments or other contributions that employees may make. The District strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts that are unaffiliated with the District, and to use such accounts at home on their own personal computer without making any reference to the District.

#### **VII. Online Monitoring**

The District monitors both the amount of time spent using online services and the sites visited by individual employees. The District reserves the right to limit such access by any means available to it, including revoking access altogether. The District, through technological tools, may also prohibit or limit access to certain Web sites considered inappropriate by the District or its technology provider.

#### **VIII. Confidential Information**

The District is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of the District as well as that of its business partners, vendors, and the public ("Confidential Information"). Confidential Information includes all confidential, and personal information covered by the District's guideline in this Manual regarding "District Property; Confidential, And Personal

Information.” Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the District’s Technology Resources.

Confidential Information should not be accessed through the District’s Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality legend: “This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise \_\_\_\_\_ [employee’s name] immediately at \_\_\_\_\_ [employee’s telephone number] or return it promptly by mail.”

Employees should adhere to District’s security policy with regard to Confidential Information and take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending Confidential Information via unsecure platforms, and should only transmit Confidential Information when absolutely necessary and only via approved platforms. Employees should also verify electronic mail addresses before transmitting any messages containing Confidential Information.

## **IX. Software Use**

### **A. License Restrictions**

All software in use on the District’s Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the District’s computers, by any means of transmission, unless authorized in writing in advance by the General Manager and thoroughly scanned for viruses or other malware prior to installation.

## **X. Software For Home Use**

Before transferring or copying any software from a District Technology Resource to another computer or other device, employees must obtain written authorization from the General Manager. It is the employee’s responsibility to adhere to applicable licensing requirements, including not making or distributing unauthorized copies of software to others. Upon departure from the District, it is the employee’s responsibility to remove all District software from non-District computers and other devices on which District software has been installed. If an employee sells or otherwise transfers out of his or her own possession or control his or her own personally owned computer, he or she must first notify the District and work with the District to ensure all District data and related software is deleted and/or remediated prior to such sale or other transfer. Please ask the Finance Officer for assistance if needed.

## **XI. Security**

The District has installed a variety of programs and devices to ensure the safety and security of the District’s Technology Resources. Any employee found tampering with or disabling any of the District’s security devices will be subject to discipline up to and including termination. Moreover, the District reserves the right to advise appropriate legal authorities of any violation of law by an employee that results in the misappropriation, theft, or unlawful use of District’s property or proprietary information.

To maintain the effectiveness of the District’s security measures, employees should use only secure networks established by the District to access or use Confidential Information. Such information may not be downloaded, stored, or copied onto any non-District equipment or media (including personally owned computer, handheld devices, external memory devices, or disks) without prior written approval of the

General Manager. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media, employees must take all appropriate measures to safeguard against loss, theft, damage, or breach of such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media, employees must permanently delete such information prior to selling or otherwise transferring out of their own possession or control such equipment or media. If Confidential Information is downloaded, stored, or copied onto non-District equipment or media and an employee resigns, is terminated, or is requested to do so by management, the employee must work with the District to identify all such Information and its location, and help ensure it is retrieved and/or permanently deleted by the District (or the District's designated agent. Similarly, employees may not send Confidential Information to their personal e-mail accounts, even for work-related purposes, without prior written approval of the General Manager.

Any loss or suspected loss of Confidential Information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to District management.

## **XII. Remote Access To Technology Resources**

The District may, at its sole discretion, provide certain employees with remote access systems such as a laptop, smartphone, tablet, or other personal organizer to allow such employees to handle the tasks associated with their jobs while working away from the office. Employees must take care to ensure the security of all District-provided equipment. Employees must not share network passwords or other PINs with anyone. As soon as an employee believes District-provided equipment is lost or that the security and confidentiality of the data on that equipment has been compromised, he or she must notify the District. If District-provided equipment is lost, or if it is damaged as a result of carelessness, employees may be responsible for replacement fees. The District-provided remote access system should only be used for District-related business. The District may decide that it is no longer necessary for certain employees to possess a remote access system and their ability to use such systems may be discontinued, in which case such employees are expected to return any District-issued remote access systems in accordance with District's "District Property" policy.

The District does not expect or require employees to work on tasks (including e-mail, work product, etc.) during meal periods or after scheduled working times. Any and all use of remote access systems shall be made in compliance with District's "Hours Of Work, Overtime, And Pay Day policy."

Use of public or home networks, such as unencrypted WiFi networks, can be a threat to the security and reliability of the District's Technology Resources. Accordingly, employees must only access District Technology Resources via means that are specifically approved by the General Manager.

## **XIII. Electronic Mail Guidelines**

Employees are expected to use sound judgment with respect to use of the District's electronic mail ("e-mail"). All employees should adhere to the following with respect to use of e-mail:

1. *Always ask before sending an e-mail if it is the appropriate medium of communication.* When communicating about a sensitive subject, consider whether e-mail is the appropriate medium or whether using the phone rather than e-mail might be more appropriate (but keep in mind that voicemail is similar to e-mail; voicemail may be stored on a computer server and may be forwarded to third parties).
2. *Use the "front page" test.* Assuming that e-mail is the appropriate medium of communication, each e-mail should be treated as a formal written document. Do not write anything in an e-mail

that could not be printed on the front page of the newspaper. Off-the-cuff, sarcastic, or angry comments can come back to haunt the author.

3. *E-mail is part of the workplace environment.* E-mail containing rude and insensitive comments is not only personally embarrassing, but also may serve as the basis for legal liability. Employees and managers should exercise the same care and sensitivity in communicating via e-mail as they would when communicating in person or in letters. Offensive e-mail received from others should not be forwarded, and the recipient should ask the sender to refrain from sending inappropriate e-mail.
4. *Provide context.* As with other forms of communication, there is a risk that an e-mail message may be taken out of context. To reduce the risk that the message will be taken out of context, consider including the original message to which the reply e-mail relates.
5. *Know your audience.* When sending an e-mail, always double-check to whom the e-mail is addressed, especially when using the “reply to all” button. Ask whether it is appropriate for each addressee to receive the e-mail and whether sending the e-mail to a particular addressee will result in the unauthorized disclosure of Confidential Information. If in doubt, remove the doubted addressee.
6. *Avoid using a home or personal computer for business purposes.* When working remotely, use only District-provided devices, unless you have received the written approval from (*specify, e.g., Technology Coordinator, Office Manager, etc.*).

#### **XIV. Audits**

The District may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the District’s Technology Resources may be conducted without warning at any time.

## **SOCIAL MEDIA POLICY**

---

### **I. Statement of Policy**

At the District, we understand that social media can be a fun and rewarding way to share one’s life and opinions with family, friends and co-workers around the world. The District respects the right of employees to use them as a medium of self-expression. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about their use of social media, the District has established these guidelines for appropriate use of social media. This policy applies to all employees who work for the District. All employees need to follow these requirements when posting on social media.

### **II. Guidelines**

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to an employee’s own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the District, as well as any other form of electronic communication.

The same principles and guidelines found in the District’s policies apply to employees’ activities online. Ultimately, employees are solely responsible for what they post online. Before creating online content, employees should consider some of the risks and rewards that are involved. Employee conduct that adversely affects job performance, the performance of fellow employees or otherwise adversely affects

the public, suppliers, people who work on behalf of the District or the District's legitimate business interests may result in disciplinary action up to and including termination.

A. Know and follow the rules

Employees should carefully read these guidelines and the District's employment policies that address social media, including the District Property: Confidential and Personal Information Policy, the External Communications Policy, the Equal Employment Opportunity Policy, and the Policy Against Harassment, Discrimination, and Retaliation, and ensure their postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject employees to disciplinary action up to and including termination. Employees should not have an expectation of privacy with respect to information or communications that they post using the District's computers or networks. The District has the right to monitor all activity on its equipment and systems.

B. Exercise best judgment and discretion

Employees should always be fair to fellow employees and people who work on behalf of the District. Also, employees should keep in mind that they are more likely to resolve work-related complaints by speaking directly with co-workers or by utilizing any of the District's procedures for raising concerns or complaints (i.e., the District's Open Door Policy or Procedure for Reporting Employee Complaints, or for concerns involving suspected harassment, discrimination or retaliation, by using the complaint reporting procedure described in the Policy Against Harassment, Discrimination, and Retaliation). Nevertheless, if employees decide to post complaints or criticism, they should avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, national origin, sex, disability, religion or any other status protected by law or District policy. Employees are personally responsible for what they post, and the District will not assume any liability for those statements.

C. Be honest, accurate and transparent

Employees should strive to remain honest and accurate when posting information or news, and if they make a mistake, they should be open about it and correct it quickly. This includes being open about any previous posts they have altered. The Internet archives almost everything; therefore, even removed or deleted postings can be searched. Employees should never post any information or rumors that they know to be maliciously false about the District, fellow employees or people working on behalf of the District. When using social media, employees should comply with the site's terms of service, acceptable use policy and any other posted guidelines.

D. Post only appropriate and respectful content

- Employees must maintain the privacy of the District's non-public, proprietary information. Such information may include, but is not limited to, information regarding *unreleased financial data, potential acquisitions, internal analyses, pricing, etc., ensuring that the list does not reference employee personnel or compensation information*], and other information pertaining to the District's processes. Employees are prohibited from posting internal reports, memoranda, policies, procedures, work product or attorney-client privileged communications or other internal, proprietary communications.
- Employees should not create a link from their blog, website or other social networking site to the District's website without identifying themselves as a District employee. In addition, they must

use their best judgment and exercise discretion when linking to people on social media sites. Co-workers and members of the public may see employee connections and make judgments about them or their work.

- Employees must not violate copyright, trade secret, fair use, privacy, libel and defamation, federal securities and financial disclosure laws.
- Employees should express only their personal opinions. They should never represent themselves as a spokesperson for the District. Employees are not authorized to speak on behalf of the District unless given specific prior written approval from the District. If the District is a subject of the content employees are creating, employees should be clear and open about the fact that they are an employee and make it clear that their views do not represent those of the District, fellow employees or people working on behalf of the District. If employees do publish a blog or post online related to the work they do or subjects associated with the District, they should make it clear that they are not speaking on behalf of the District. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the District.” Employees may not promote any of the District’s products or services without fully disclosing their relationship with the District.
- Employees should respect others in the online community. They should not use ethnic or racial slurs, or obscenity, and avoid personal attacks or threats.
- Employees who travel internationally, should be careful to avoid making online comments that are openly critical or hostile of the countries to which they plan future travel (including the countries’ governments, ruling parties, officials, and religious values), as some governments have criminal penalties for such online statements, including imprisonment.

#### E. Using social media at work

Employees should refrain from using social media while on work time, unless it is work-related as authorized by their supervisor or consistent with the District’s policies. Also, employees may not use the District’s email addresses to register on social networks, blogs or other online tools utilized for personal use.

#### F. Retaliation is prohibited

The District prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination. Nothing in this policy is intended to discourage or prohibit District employees from discussing wages, safety concerns, or terms and conditions of employment with other employees or third parties. This Policy will be administered in compliance with applicable laws and regulations.

#### G. Media contacts

Employees who are contacted by the media should not speak on the District’s behalf without contacting the Assistant General Manager. All media inquiries should be directed to them.

#### H. Questions regarding this Social Media Policy

Employees with any questions or who need further guidance should contact the Assistant General Manager.

## EXTERNAL COMMUNICATIONS

Occasionally, employees may be contacted by outside sources requesting information about District matters, including information regarding current or former employees, District projects, or other workplace issues. In order to avoid providing inaccurate or incomplete information to outside sources, and the possible negative exposure that may result from providing information about the District to outside sources,] any employee asked to speak for or on behalf of the District by any outside source should immediately contact the appropriate District official, as detailed below.

Employees violating this policy may be subject to discipline, up to and including termination of employment.

### A. Media Contacts

The District will respond to media inquiries in a timely and professional manner only through the designated spokesperson. If an employee is contacted by a representative from any media organization (e.g., television, radio, or newspaper reporters) to speak for or on behalf of the District, the employee should notify the media representative that the employee is not authorized to make a public comment on behalf of the District and immediately refer the media representative to the General Manager. No employee may communicate with media agents on behalf of the District without prior authorization from the General Manager.

### B. Outside Attorneys and Investigators

If an employee is contacted by an outside attorney or investigator regarding District business, including information regarding current or former employees, District projects, or other workplace issues, the employee should inform the inquiring party that he or she is not authorized to speak on behalf of the District and immediately obtain the individual's name and telephone number. The individual's name and telephone number should then be provided to the General Manager.

### C. Employment References and Verifications

Employees contacted by outside sources requesting an employment reference or employment verification for a current or former employee should not provide any information to the requesting individual or organization. Instead, employees should refer the requesting individual or organization to the General Manager. No employee, other than the General Manager is authorized to provide employment references or employment verifications for any current or former employee. The District's authorized representative(s) may verify dates of employment and last position held, but will not disclose any other information unless the current or former employee provides written authorization to the District to provide additional detail.

Nothing in this policy restricts an employee from discussing his or her wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

## MOBILE DEVICE USAGE POLICY

This policy applies to the use of cellular telephones, smart telephones, tablets, personal organizers, or other mobile devices, whether personal or provided by the District (collectively, "mobile devices") while working; the personal use of District-provided mobile devices; and the permissible use of mobile devices while driving.

### I. Use of Mobile Devices While Working

While working, employees are expected to devote their time and attention to performing their job. Excessive usage of mobile devices for personal calls, texts, receiving or responding to personal e-mail, or for any other personal reason while working, regardless of the device used, can interfere with employee productivity and be distracting to others, and for certain positions, can pose a threat to the safety of the employee or others.

All usage of mobile devices while at work must be in accordance with District policies.

The District will not be liable for the loss of personal mobile devices brought into the workplace.

### II. Use of District-Provided Mobile Devices

Where job or business needs require it, the District may issue a mobile device to an employee for work-related purposes. Employees who believe that they need a District-provided mobile device for work-related purposes should contact the Finance Officer.

Employees in possession of District equipment, such as mobile devices, are expected to protect the equipment from loss, damage, or theft. This provision does not require the employee to purchase insurance for the device, and does not hold the employee responsible for normal wear and tear or loss for reasons beyond the employee's control. Upon resignation or termination of employment, or at any time upon request, the employee is expected to produce the mobile device for return or inspection of the device and any data stored on it.

Non-exempt employees who reasonably determine that it is necessary to make or respond to calls after regular hours for work-related purposes, whether using a District-provided or personal mobile device or other telephone, must promptly record that time as time worked, and will be paid for that time. Non-exempt employees should check that such after-hours work complies with District policies regarding working overtime hours.

### III. Safe and Lawful Use of Mobile Devices When Driving

The District strictly prohibits the use of all hands-on mobile devices while operating a motor vehicle when (a) the device is used for business reasons while driving at any time, and (b) the device is used while driving on District business. This includes use of the device to send or receive calls, e-mails, texts, and other communications. Note that in California, use of a hands-on mobile device while driving (whether for work or not) may be criminally punished.

Employees may use hands-free mobile devices while driving, solely for calls, if it is both safe and lawful to do so. However, safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, refrain from discussion of complicated or emotional discussions, and keep their eyes on the road at all times. Special care should be taken in situations where there is traffic or inclement weather, road construction, or the employee is driving in an unfamiliar area.

In situations where job responsibilities include regular driving while making or accepting of business calls, hands-free equipment will be provided to facilitate the provisions of this policy.

Employees whose job responsibilities do not specifically include driving, but who are issued a mobile device for business use, also are expected to abide by the provisions above. Under no circumstances may employees place themselves or others at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of a mobile device while driving will be solely responsible for all liabilities that result from their actions.

#### IV. Special Responsibilities for Managerial Staff

As with any policy, managerial staff members are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

#### V. Compliance

All usage of mobile devices as addressed in this policy must also be in accordance with all District policies on acceptable use, non-harassment/non-discrimination, security, and confidentiality including the Technology Use And Security policy, and the section relating to “Remote Access To Technology Resources”. In addition, employees must adhere to all federal, state, and local rules and regulations regarding the use of mobile devices while driving.

Violations of this Mobile Device Usage policy will be subject to discipline, up to and including termination.

### SOLICITATION, DISTRIBUTION, AND BULLETIN BOARDS

Employees may engage in solicitation on District premises only during their nonworking time. Nonworking time means time during meals or breaks and before or after work.

Employees may distribute or circulate non-District written materials only during nonworking time and only in nonwork areas. If an employee is not certain whether an area is a work or nonwork area, the employee should consult the employee’s immediate supervisor for clarification.

Solicitation or distribution in any way connected with the sale of any goods or services for profit is strictly prohibited anywhere on District property at any time. Similarly, solicitation or distribution of literature for any purpose by non-employees is strictly prohibited on District property at any time.

The District has bulletin boards located throughout the facility for the purpose of communicating with employees. Postings on these boards are limited to items posted by the District, including statutory and legal notices, safety and disciplinary rules, District policies, memos of general interest relating to the District, local operating rules, and other District items. All postings require the prior approval of the Finance Officer. No postings will be permitted for any other purpose.

### PERSONNEL RECORDS

#### A. Personnel Records

The information in an employee’s personnel file is permanent and confidential, and must be kept up to date. Employees should inform the Finance Officer immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s)

to notify in case of emergency. Employees are also responsible for maintaining a current group life insurance beneficiary designation.

Employees have the right to inspect their personnel records at reasonable times and on reasonable notice. In addition, employees have the right to request copies of all employment-related documents that they have signed. An employee may inspect only his or her own personnel records only in the presence of the Finance Officer.

Personnel files are the property of the District and may not be removed from the District's premises without written authorization from the General Manager.

**B. Payroll Records**

Employees and former employees also have the right to inspect and copy certain District payroll records regarding their compensation, and deductions from their compensation, upon reasonable request to the District. Employees wishing to review or copy payroll records should notify the Finance Officer .

# WORKPLACE SAFETY

## POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION

The District is committed to providing a professional workplace in which individuals are treated with respect and in a manner consistent with the District's high expectations of ethical conduct. This necessarily means that the District prohibits unlawful harassment, discrimination, and retaliation in accordance with applicable federal laws, the California Fair Employment and Housing Act, and applicable local ordinances and laws. In particular, the District prohibits unlawful harassment based on sex (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, reproductive health decision making, breastfeeding, and related medical conditions), as well as unlawful harassment, discrimination, and retaliation in employment based on race (including hair texture, protective hairstyles, and other traits historically associated with race), color, religion and religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship, age (40 years and older), mental disability, physical disability (including HIV and AIDS), legally-protected medical condition or information (including genetic information), the use of marijuana off the job and away from the workplace, military or veteran status, service, or obligation (including in the reserve component of the U.S. Armed Forces, reserves of the National Guard and Federal Emergency Management Agency), marital status, domestic partner status, sexual orientation, gender, gender identity (including transgender identity), and gender expression (including transgender expression), as well as any other characteristic protected by applicable law.

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

### **All such conduct violates District policy.**

#### **A. Harassment Prevention**

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

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

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

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

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

#### B. Non-Discrimination

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

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the District is not obligated to disclose the wages of other employees.

#### C. Anti-Retaliation

The District will not retaliate against you for filing a complaint or participating in any workplace investigation and will not tolerate or permit retaliation by management, employees or co-workers.

#### D. Reasonable Accommodation

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

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

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a District representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The District will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should

also contact a District representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the District will make the accommodation.

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

#### E. Complaint Process

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to Human Resources Department and the CEO of the District as soon as possible after the incident. You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the Human Resources Department. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

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

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency.

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the Human Resources Department so the District can try to resolve the complaint.

When the District receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The District will reach reasonable conclusions based on the evidence collected.

The District will maintain confidentiality to the extent possible. However, the District cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner;
- Kept confidential to the extent possible;
- Investigated impartially by qualified personnel in a timely manner;
- Documented and tracked for reasonable progress;
- Given appropriate options for remedial action and resolution; and
- Closed in a timely manner.

If the District determines that harassment, discrimination, retaliation or other prohibited conduct has occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The District also will take appropriate action to defer future misconduct.

Any employee determined by the District to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

F. Workplace Bullying

The District defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against others, at the place of work and/or in the course of employment. All employees must be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors and managers that the District will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination. The District considers the following types of behavior examples of bullying:

**Verbal Bullying:** slandering, ridiculing or maligning a person or their family, persistent name calling which is hurtful, insulting or humiliating; using a person as a butt of jokes; abusive and offensive remarks; malicious gossip; yelling, screaming, threatening, and other demeaning behavior and/or comments.

**Physical Bullying:** pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.

**Gesture Bullying:** non-verbal threatening gestures; glances which can convey threatening messages.

**Cyber Bullying:** willful and repeated harm inflicted through the use of computers, cell phones and other electronic devices.

**Exclusion:** socially or physically excluding or disregarding a person in work-related activities.

## DRUG-FREE WORKPLACE

---

The District takes seriously, and is concerned about the use of alcohol, illegal drugs under state or federal law, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and seriously impair District operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the District to the risks of property loss or damage, or injury to other persons.

The District does not discriminate against individuals in hiring, termination, or any term or condition of employment, or otherwise penalize any employee, intern, volunteer or applicant on the basis of the individual's use of cannabis off the job and away from the workplace. However, employees, interns, volunteers or applicants who are subject to federal laws and regulations with respect to marijuana use, consumption and testing will be treated in accordance with federal law, under which marijuana is considered an illegal controlled substance.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the District.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

The following rules and standards of conduct apply to all employees while on District property, at work or working on District business. The following are strictly prohibited by District policy:

- Being under the influence of, or impaired by, an illegal or controlled substance, alcohol or marijuana while on the job.
- Using or possessing illegal or controlled substances, alcohol or marijuana while on the job (including the illegal use of prescription drugs and possessing drug paraphernalia).
- Distributing, selling, or purchasing of an illegal or controlled substance, alcohol or marijuana while on the job.

Violation of these rules and standards of conduct will not be tolerated. The District may also bring the matter to the attention of appropriate law enforcement authorities.

### **Drug Testing**

#### **Reasonable Suspicion Testing:**

If a supervisor or manager has a reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this Policy, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to explain the behavior, they will be asked to take a drug test in accordance with the procedures outlined below.

If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result.

#### **Procedures for Drug Testing:**

The District will refer the applicant or employee to an independent medical clinic or laboratory, which will administer the test. The District will pay the cost of the test and reasonable transportation costs to the testing facility. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that they have taken that may affect the outcome of the test. All drug testing will be performed by urinalysis. Initial screening will be done by a qualified testing facility.

The clinic or laboratory will inform the District as to whether the applicant passed or failed the drug test. An employee who fails the test will be considered to be in violation of this Policy and will be subject to discipline accordingly.

In the case of marijuana, the District will only authorize its testing facilities to test for active psychoactive THC compounds to determine actual impairment while on the job. Alternatively, the District may conduct an impairment test to determine whether employees are impaired while on the job.

#### **Acknowledgment and Consent:**

Any employee subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing and consenting to (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, except marijuana, which will be subject to testing as described above, and (2) the release to the District of medical information regarding the test results. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.

#### **Confidentiality:**

All drug testing-records will be treated as confidential.

In order to enforce this policy, the District reserves the right to conduct searches of District property or employees and/or their personal property and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off District property will not be tolerated because such conduct, even though off-duty, reflects adversely on the District. In addition, the District must keep people who sell or possess controlled substances off District premises in order to keep the controlled substances themselves off the premises.

The District will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The District is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol or marijuana use, nor is the District obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency.

Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the District's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

## **SPECIAL COVID-19 POLICY**

---

In accordance with federal, state and local guidelines, District has implemented a COVID-19 Prevention Program ("CPP"). Employees will separately receive a copy of District's latest CPP which will be regularly updated with suggested guidance from the CDC, Cal/OSHA, the CDPH and other health administrations.

*Employees are encouraged to download the Centers for Disease Control and Prevention ("CDC") Mobile Application on their smart phone, which has the latest information about COVID-19 and a Coronavirus Self-Checker employees can use. The app is available at: <https://www.cdc.gov/mobile/applications/cdcgeneral/promos/cdcmobileapp.html>. Employees should also review COVID-19-related health information from CDC equivalents including the California Department of Public Health and local health departments.*

## **VIOLENCE IN THE WORKPLACE**

---

### **I. Statement of Policy**

The District recognizes that workplace violence is a concern among employers and employees across the country. The District is committed to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, consultants, the public, visitors, or anyone else on District premises or engaging in a District-related activity from behaving in a violent or threatening manner. Moreover, the District seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

The District believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence.

## **II. Workplace Violence Defined**

Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the worksite, ranging from threats and verbal abuse to physical assaults and even homicide, that can affect and involve employees, clients, the public and visitors.

For example, workplace violence includes, but is not limited to, the following:

- (1) Threats of any kind;
- (2) Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- (3) Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of District property, or a demonstrated pattern of refusal to follow District policies and procedures;
- (4) Defacing District property or causing physical damage to the facilities; or
- (5) With the exception of security personnel, bringing weapons or firearms of any kind on District premises, in District parking lots, or while conducting District business.

## **III. Reporting**

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, the public, consultant, visitor, or anyone else, he or she should notify their Supervisor or the General Manager immediately.

Further, employees should notify the General Manager if any restraining order is in effect, or if a potentially violent nonwork-related situation exists that could result in violence in the workplace. No adverse employment action will be taken against an employee because he or she notifies the District of a potentially violent non-work situation.

## **IV. Investigation**

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation. The District may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

## **V. Corrective Action and Discipline**

If the District determines that workplace violence in violation of this policy has occurred, the District will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the District will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the District may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

## **VI. Employee Assistance Program**

Any employee who believes that he or she may have a problem that could lead to violent behavior is encouraged to use the District's Employee Assistance Program. The EAP is a professional, confidential counseling service that is available to all personnel and members of their household to assist in resolving emotional difficulties, marital and family conflict, stress, chemical dependency, conflicts at work, and other concerns. The EAP counselor can help to clarify a problem and to develop an action plan during the counseling session. EAP services are prepaid by the District.

Further information regarding the District's Employee Assistance Program may be obtained from your supervisor or from the Finance Officer.

## **SAFETY POLICY AND PROGRAM**

---

### **Statement of Policy**

The health and safety of the District's employees is our first concern. To this end, the District is committed to providing and maintaining a safe and healthful work environment for all employees. As part of this commitment, the District has an established Injury and Illness Prevention Program ("IIPP"). Every employee will receive health and safety training as part of the IIPP, as well as a copy of the District's General Safety Rules. A complete copy of the IIPP is kept by the Finance Officer, and is made available to employees upon request in accordance with the law.

### **Reporting Concerns of Workplace Hazards, Injuries, and Accidents**

Every employee shares the following responsibilities under this policy.

1. Each employee is required to know and comply with the District's General Safety Rules and to follow safe and healthy work practices at all times. Employees may be subject to discipline for engaging in any unsafe or unhealthy work practice or for violating established safety rules.
2. Each employee is required to report immediately to their supervisor any potential health or safety hazards, and all work injuries or accidents.
3. Any employees who believe that their work requires them to be in an area or workspace that is unsafe or unhealthy in any way, or that such circumstances exist for another employee, must immediately notify the Finance Officer.

Importantly: The District does not require nor permit employees to go or be in any area or workspace that is not safe and healthful.

First aid supplies are located in the service trucks, at the District office and at the District shop. The location of the nearest doctor and/or medical facility is posted at the District office and shop.

### **Prohibition of Retaliation Against Employees for Reporting Suspected Safety and Health Policy Violations**

The District prohibits discharge, demotion, discipline, or any other form of retaliation because an employee reported concerns of possible violations of safety and health policies or engaged in any other protected behavior. Anyone who suspects that they are the target of such retaliatory action must immediately notify the Finance Officer.

## **SMOKING**

---

The District prohibits smoking including e-cigarettes and vaping in the workplace except in designated smoking areas.

# COMPENSATION AND BENEFITS

## PERFORMANCE AND PAY REVIEW

---

### **I. Performance Reviews**

The District will attempt to conduct periodic performance reviews for employees. Hourly and salaried non-exempt employees generally receive performance evaluations once every year. Exempt employees generally receive performance evaluations annually.

The purposes of the review are to evaluate the employee's current level of performance, to examine the progress made since the last review, and to establish goals for the employee's next review. During their performance reviews, employees are encouraged to discuss any issues raised, as well as any opportunities for advancement, training or career development within the District.

After receiving their performance evaluations, employees will be required to sign the evaluation acknowledging that they have received the evaluation and are aware of its contents. A copy of the performance evaluation will then be placed in the employee's personnel file.

### **II. Wage Adjustments**

Satisfactory performance reviews will not necessarily result in wage increases. Likewise, unsatisfactory performance reviews typically will not result in wage decreases. Rather, wage adjustments may be made at any time in the sole discretion of the District and depend on a number of factors, including, for example, performance, productivity, seniority, and other lawful factors contemplated by the District.

### **III. Wage Transparency**

Pursuant to California's Pay Transparency for Pay Equity Act, the District will provide the following:

- To applicants who have completed an initial interview and upon request - A pay scale showing the salary or hourly wage range for the position for which the applicant interviewed;
- To current employees upon request – A pay scale showing the salary or hourly wage range what the District reasonably expects to pay for the requesting employee's currently-held position
- In all job postings – A pay scale showing the salary or hourly wage range the District reasonably expects to pay for the position posted.

Additionally, the District will maintain records showing all employees' job titles and salary histories during their employment with the District and for three years thereafter.

## **HOURS OF WORK, OVERTIME, AND PAY DAY**

---

### **I. Work Hours**

#### **A. Hours of Work**

For office employees, work hours are from 7 a.m. to 5:30 p.m., Monday through Thursday. For the sewer crew, work hours are from 6 a.m. to 2:30 p.m., Monday through Friday, subject to adjustment during the summer for heat conditions. The District reserves the right to modify employees' starting and quitting times and the number of hours worked.

#### **B. Workweek and Workday**

Each workweek begins at 12:00 a.m. on Monday and runs through 11:59 p.m. on Sunday. The workday is a 24-hour consecutive period beginning at 12:00 a.m.

#### **C. Day of Rest**

The District provides all employees at least one day's rest in each workweek. Employees are entitled, encouraged, and expected to take their days of rest provided under this policy.

Exceptions to the day-of-rest requirement will be made only in the following situations:

- When employees work no more than six hours on any one day, and no more than 30 hours total, in the workweek.
- When employees are required to work on emergencies.
- When the nature of the employment reasonably requires employees to work seven or more consecutive days, if in each calendar month the employee receives the equivalent of one day's rest for every seven days worked (*i.e.*, total month's calendar days divided by seven equals the number of required rest days for that month).

No supervisor or manager may impede or discourage employees from taking their days of rest provided under this policy. Employees who believe that they were not provided a day or days of rest that comply with this policy should inform their supervisor or manager, and (if not corrected) Talent Management immediately.

#### **D. Recording All Time Worked/Timekeeping**

Employees are expected to be on time daily and remain on the job throughout the regularly scheduled work day.

Nonexempt employees are required to accurately record and save all actual time worked (including when they begin and end each work day, the time they begin and end an unpaid meal or rest break, and any overtime hours) on each day that they have any time worked using the District's official timekeeping system. Nonexempt employees and exempt employees must accurately record and save their absences and use of vacation and sick time using the District's official timekeeping system.

Employees must complete their own timekeeping records, as described above. Time worked and absences may not be recorded by another person on behalf of an employee. Any changes made to an already-submitted timesheet must have a documented reason and must be approved by both the employee and

the supervisor. Only an employee's direct supervisor or the District administrator can make adjustments to timekeeping records, and only after any such changes have been authorized by the employee in writing.

Nonexempt employees are prohibited from working "off the clock," meaning working time that is not recorded for payroll purposes. Any non-exempt employee who believes that he or she is expected to or has been asked to work without recording his or her time/"off-the-clock" must immediately contact the Finance Officer.

Falsifying time records is a breach of District policy and can be grounds for disciplinary action, up to and including an unpaid suspension or discharge.

#### **E. On Call**

An employee on call must respond to the call for service by telephone, email, or other commonly used means, between 30 and 45 minutes from receipt of the call; however, such time may be extended upon mutual consent of the employee and Supervisor. Other than the response time described above, the on call employee is free to use the off time duty without reservation. All time spent on the call for service shall be compensable. Time worked includes a reasonable time for travel both to and from worksite. Employees shall keep accurate records of time worked when on call and report such time to the District.

## **II. Meal and Rest Periods**

### **A. Rest Periods**

The District authorizes and permits nonexempt employees working at least three and one-half hours in a day to take a ten-minute, off-duty, uninterrupted paid rest period for each four hours worked or major fraction thereof. The 10 minutes do not include the reasonable time it takes to walk to and from the closest break area (whether or not the employee takes his or her break in that break area). Employees who work more than six hours in a day are authorized and permitted to take a second off-duty, uninterrupted rest period. Employees who work more than 10 hours in a day are authorized and permitted to take a third off-duty, uninterrupted rest period. Employees should take their rest periods in the middle of each work period to the extent it is practicable to do so, and not combine them with meal periods or skip them to leave work early.

Employees who believe that they were not provided the opportunity to take all rest periods authorized and permitted under this policy should inform their supervisor or manager, and (if not corrected) the Finance Officer immediately.

### **B. Meal Periods**

The District provides employees who work more than five hours in a day with an unpaid 30-minute, uninterrupted meal period starting no later than the end of the fifth hour of work. The District provides employees who work more than 10 hours in a day with a second unpaid 30-minute, uninterrupted meal period starting no later than the end of the 10th hour of work. Employees who work no more than six hours in a day may waive the first meal period. Employees who work no more than 12 hours in a day may waive the second meal period if they took their first meal period.

Employees who believe that they were not provided a meal period that complies with this policy should inform their supervisor or manager, and (if not corrected) the Finance Officer immediately.

### C. Meal and Rest Periods Are Encouraged

Employees are entitled, encouraged, and expected to take all meal periods provided under this policy and not waived, and all rest periods provided under this policy. During meal periods and rest periods, the District will relieve employees of all duty and will not exercise control over employees' activities. Employees are free to spend their meal period and rest period time as they choose, and are not required to remain on-premises or "on-call" during off-duty meal periods and rest periods. Employees who have work-issued pagers or phones should turn those devices off while taking meal periods and rest periods.

No District manager or supervisor may impede or discourage employees from taking meal periods and rest periods provided under this policy.

### D. Cool-Down Recovery Periods

Employees who work outdoors are entitled, encouraged, and expected to take cool-down rest breaks in fixed, shaded areas whenever needed to prevent heat illness. These "cool-down" periods shall last five minutes, or until such time as the employee feels ready to resume his or her work duties and exhibits no signs or symptoms of heat illness.

These breaks are provided in addition to Employees' regular, ten-minute rest periods. Employees who believe that they were not provided a recovery period that complies with this policy should inform their supervisor or manager, and (if not corrected) Talent Management immediately.

## **III. Overtime Pay**

### A. Overtime Definition and Rates of Pay

All nonexempt employees who work more than forty (40) hours in one workweek will receive overtime pay computed at the rate of 1½ times the employee's regular rate of pay for all hours worked in excess of forty (40) in any one workweek.

Overtime will be computed on actual minutes worked, adjusted to the nearest 15-minute increment.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and therefore are not counted in making overtime calculations unless the employee actually worked on the holiday.

There may be exceptions to the above overtime computations for nonexempt employees who are subject to an Alternative Workweek Schedule.

### B. Workweek and Workday

For purposes of calculating overtime, each workweek begins on Monday at 12:00 am and each workday begins at 12:00 a.m., unless otherwise provided.

## **V. Time and Place for Payment of Wages**

### A. Regular Pay Days

Employees are paid weekly, every Thursday. Employees must complete their time cards in a timely manner to ensure that they are paid for all hours worked. If a pay day falls on a holiday, employees will receive pay on the preceding workday. For employees who are not on direct deposit, checks are distributed at the District office on the date assigned for payment. If the employee is absent when the

paycheck is distributed, the employee may claim the paycheck from the Finance Officer upon returning to work.

**B. Payment on Resignation, Termination, or Completion of Assignment or Term**

If an employee resigns, his or her paycheck will be available on the final day of work, provided the employee has given at least 72 hours' prior notice. If an employee resigns without giving 72 hours' notice, his or her paycheck will be made available at the office at which the employee was performing services within 72 hours after the employee gives notice of the resignation, unless the employee requests in writing that his or her final paycheck be mailed, in which case the District will mail the final paycheck within three days after the employee gives notice. Employees who are terminated involuntarily will be paid on the day of the discharge. If an employee is hired for a specific assignment or otherwise has a defined term of employment, his or her paycheck will be available upon the completion of the assignment or employment term. In all cases, employees' final paychecks will include payment for all wages owed and any accrued but unused vacation time.

## **EMPLOYEE BENEFITS**

---

The District provides benefits for eligible employees, generally its regular full-time employees, as described in general terms below. The terms on which benefits are made available to employees are set forth in the governing plan documents. In the event of a conflict between the following descriptions and the terms of the plan documents, the plan documents will control. This Handbook is not a plan document and does not create any enforceable rights with respect to benefits or otherwise. The District reserves the right to eliminate or modify any of its benefits at any time without prior notice.

### **I. Insurance Benefits**

**A. Workers' Compensation Insurance**

The District carries workers' compensation insurance coverage as required by law to protect employees injured on the job. This insurance provides coverage for certain medical, surgical, and hospital treatment in addition to payment for a portion of any lost earnings that result from work-related injuries. Compensation payments generally begin on the first day of an employee's hospitalization or on the fourth day following the injury if an employee is not hospitalized. The cost of this coverage is paid completely by the District.

**B. State of California's Disability Insurance Benefits and Paid Family Leave Benefits**

The California State Disability Insurance ("SDI") program administered by an agency called the Employment Development Department ("EDD") provides two types of wage replacement benefits to eligible workers who need time off from work in certain situations: (1) Disability Insurance ("DI") benefits and (2) Paid Family Leave ("PFL") benefits. Both types of benefits are funded by mandatory "SDI" taxes deducted from each employee's pay and then paid by the District to the EDD which deposits them into a state fund in each employee's name.

Importantly, neither of these benefits entitles employees to a leave of absence or to job security. They are monetary payments. Employees should contact the Finance Officer to learn about possible leaves of absences applicable to them.

DI benefits: DI benefits provide partial wage replacement benefits to eligible workers, for up to one year or until the maximum benefit is exhausted, who are unable to work due to a non-work related illness, injury, or pregnancy. Generally, employees must have an illness or injury preventing them from

performing their regular work duties for more than 7 calendar days (though this 7-day waiting period may be waived if an employee is in the hospital on the first day of disability or disabled longer than 22 days).

PFL benefits: PFL benefits provide partial wage replacement benefits to eligible workers, for up to 8 weeks in any 12-month period, who are (separately) approved to take a leave of absence in order to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Generally, to be eligible, employees must be unable to work for the following reasons: (1) to care for a seriously ill child, grandchild, spouse, domestic partner, sibling, parent, parent-in-law, or grandparent; (2) to bond with a child after the birth of a child to the employee or the employee's domestic partner; or (3) after the adoption by or the foster care placement of a child with the employee or the employee's domestic partner. The state imposes a seven-day, non-payable waiting period at the beginning of the claim period. District vacation benefits available to the employee, however, can cover the state's 7-day unpaid waiting period because employees are required to use up to 2 weeks of any such accrued but unused vacation before they will be eligible to receive state PFL benefits.

The State of California administers these benefits. Consequently, the State, not the District, makes all determinations, including about benefit amounts and whether an employee is eligible. For more information, visit [www.edd.ca.gov](http://www.edd.ca.gov).

#### C. Medical, Dental, and Vision Insurance

All employees classified by the District as regularly working at least 30 hours per week and their dependents currently are eligible to participate in the District's medical, dental, and vision insurance plans upon completion of the 90-day probationary period. The District currently pays the premiums for this coverage for eligible employees and their dependents. The term "dependent" includes your registered domestic partner, if any. If you believe that you regularly work at least 30 hours per week and have not been offered coverage, please contact Finance Officer.

#### D. Life Insurance

All employees classified by the District as regular full-time employees currently are eligible for group life insurance upon completion of the 90-day probationary period. You may be taxed on a portion of the value of this coverage under IRS rules. The premiums for this coverage currently are paid by the District.

#### E. Premium Payments for Employees on Leave

The District will pay the employer's portion of premiums for continuation of District-sponsored group health plan benefits during the first 12 weeks of any authorized leave. Thereafter, the employee may only continue coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and, if applicable, the California Continuation of Benefits Replacement Act ("Cal-COBRA") and must pay the full cost of doing so. If an employee is on an approved statutory family or medical leave, the District will permit the employee to continue coverage under District-sponsored group health plans by paying only the amount charged to similarly-situated active employees. If an employee does not return to work at the expiration of any such leave, regardless of whether such employee continued coverage during the leave, the employee normally will be eligible to elect COBRA continuation coverage with respect to District-sponsored group health plans, with the COBRA qualifying event normally being the expiration of the leave.

**F. Conversion/Post-Employment Insurance Options**

Pursuant to COBRA (and Cal-COBRA) eligible employees and their dependents may be entitled to continue medical, dental, vision [and health flexible spending account] coverage after employment with the District ceases or certain other qualifying events occur. COBRA information is provided separately. In addition, you also can contact the Finance Officer to obtain COBRA information.

**G. Insurance Coverage Information**

Eligibility requirements and further information concerning insurance coverage are fully explained in the applicable plan documents, summary plan descriptions, and any applicable summaries of material modification, available from the Finance Officer. In all cases, however, the applicable plan document controls over any summary or other communication for purposes of determining your rights and benefits.

**II. Retirement Program**

Employees of the District may be eligible for retirement benefits through CalPERS.

For information about the retirement plan, employees should refer to the official plan document, the summary plan description, and any applicable summaries of material modification, available from the Finance Officer or HR.

# TIME OFF/ LEAVES OF ABSENCE/ ACCOMMODATIONS

## HOLIDAYS

---

The District observes the following standard holidays each year:

New Year's Day	Martin Luther King, Jr. Day
Presidents' Day	Good Friday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving	Friday After Thanksgiving
Christmas	Employee Birthday

Eligible employees will receive a day off on each of the holidays listed above.

### A. Eligibility

Unless otherwise provided in this policy, all regular full-time employees will receive time off with pay at their normal base rate for each District-observed holiday. Part-time and temporary employees are not eligible for paid holiday benefits. The District reserves the right to determine how many and which holidays will be paid per year. Moreover, all employees are ineligible for holiday benefits while they are on a leave of absence.

### B. Weekends and Vacations

Holidays falling on Saturdays will normally be observed on the preceding Friday. Holidays falling on Sundays will normally be observed on the following Monday. Holidays that occur during an eligible employee's vacation will not be counted as vacation days taken.

### C. Pay In Lieu of Time Off

The District may, in its sole discretion, require some or all employees to work on District-observed holidays, in which case the District will provide pay in lieu of time off.

### D. Rate of Pay

Eligible nonexempt employees required to work on a District-observed holiday will be paid at 1½ times their normal base rate for all hours worked, plus (for regular full-time employees) 8 hours of

straight-time pay for the holiday. Double time will be paid for all hours worked in excess of 12 hours on a holiday.

## **VACATION POLICY**

The District provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. The District believes that this time is valuable for employees in order to enhance their productivity and make their work experience with the District personally satisfying.

### **A. Vacation Accrual**

All regular full-time employees start accruing vacation benefits upon hire and may use their accrued vacation benefits upon completion of the 90-day probationary period.

Vacation accrues according to the following schedule:

Total Years of Continuous Service	Vacation Accrual Rate Per Pay Period	Total Vacation Days That Accrue Per Year
Date of hire through tenth year	1 day for each month	12 days per year
Eleventh year through Fifteenth year	1.25 days per month	15 days per year
Sixteenth year and thereafter	1.5 days per month	18 days per year

### **B. Part-Time and Temporary Employees**

Regular part-time employees and temporary employees do not accrue vacation benefits.

### **C. Maximum Accrual**

Vacation accruals may not exceed 1.5 times an employee's current annual entitlement (*e.g.*, 27 days for an employee with more than six years of service). Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has used his or her vacation time and his or her accrued hours have dropped below the maximum.

### **D. Pay in Lieu of Vacation**

No employee will receive pay in lieu of vacation except on the termination of his or her employment, as described below, unless the employee has deferred his or her vacation at the District's request.

### **E. Vacation Accrual During Leaves of Absence**

Employees do not accrue vacation during an unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence when the employee returns to work.

### **F. Vacation Pay Upon Separation From District**

Upon separation of employment, whether voluntary or involuntary, employees will be paid all

accrued but unused vacation through their last day worked at their base rate of pay as of the time of separation. Although employees ordinarily accrue vacation benefits every pay period, a separating employee will be deemed to accrue vacation daily through the employee's last day of employment.

G. Vacation Approval

All vacations must be approved in advance by the employee's supervisor.

H. Vacation Scheduling

Scheduling of vacations is to be done in a manner consistent with the District's operational requirements. Employees should submit their vacation requests to their immediate supervisor for approval at least two weeks prior to the commencement of a vacation period. In the event that two or more employees have requested vacations covering the same period and may not be absent simultaneously, preference shall be given to the employee with the greater length of service. Employees who are not on direct deposit and who wish to receive their pay prior to going on vacation must make a pay advance request at least three weeks in advance. Subject to supervisor approval, an employee may otherwise schedule and take vacation at any time once it has accrued.

I. Vacation Use and Carryover

Employees are encouraged to use their vacation days. Any unused vacation days as of the end of the calendar year will, subject at all times to the applicable maximum accrual amount, carry over to the next calendar year.

J. Vacation Advances

An employee is not permitted to borrow on future accrual of vacation benefits.

K. Holidays Occurring During Vacation

If an observed District holiday (see guideline entitled "Holidays") occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday. An employee may add to his or her vacation period by using the holiday in place of accrued vacation time.

L. Vacation for Family Care and Medical Leave Purpose

Employees who request family care or medical leave pursuant to the District's Family Care and Medical Leave policy generally must apply any accrued vacation pay to the unpaid portion of their family or medical leave, as permitted by law; please see the Finance Officer for more information. Furthermore, employees who are entitled to receive Paid Family Leave (Family Temporary Disability Insurance) benefits, as described more fully in the Leaves of Absence Policy, are required to first use two weeks of earned, unused vacation before receiving such benefits, if it is available.

## SICK LEAVE

In order to help prevent loss of earnings that may be caused by accident or illness, the District provides paid sick leave, as set forth below. You should not report to the workplace if you are sick or believe you may be contagious to others. If you or someone who lives with you (family member, roommate) are sick but you do not have paid sick leave available, contact the Finance Officer to determine whether other paid or unpaid leave options may be available.

#### A. Eligibility

An employee qualifies to accrue paid sick leave under this policy upon the start of the employee's employment. Employees may use paid sick leave accrued under this policy if they have worked for the District for at least 90 calendar days.

#### B. Leave Accrual

Regular, full-time employees will accrue one (1) day [eight (8) hours] of sick leave per month of actual employment. Accrual begins on the first day of work for newly hired regular employees. A maximum of six (6) days (forty-eight (48) may be cashed out the first pay period in December and shall be paid at the rate of one hundred percent (100%), provided the employee maintains a minimum accrual of two (2) days [sixteen (16) hours]. All other employees accrue paid sick leave at the rate of one (1) hour of sick pay for every thirty (30) straight time or overtime hours worked and accrue such leave on the first day of employment, but in no event less than 24 hours or 3 paid days of sick leave by the 120<sup>th</sup> calendar day of employment in each 12-month period and at least 40 hours or 5 paid days of sick leave by the 200<sup>th</sup> calendar day of employment in each 12-month period. For each year thereafter, employees (other than regular, full-time) will accrue at least 40 hours of paid sick leave per year. Paid sick leave not used in a year otherwise carries over from year to year.

#### C. Leave Usage

Employees may take the greater of 40 hours or 5 regularly-scheduled workdays' worth of paid sick leave per leave year for any of the qualifying reasons discussed below, as well as any reasons allowed for under an applicable local paid sick leave ordinance. For the purposes of this policy, the leave year is the employee's anniversary year.

Paid sick leave may be used for the diagnosis, care (including preventive care), or treatment of an existing health condition of an employee and certain family members of the employee.

A family member includes a child, parent, spouse, domestic partner, grandparent, grandchild, or sibling. For purposes of this policy, a "child" means a biological or adopted child, a foster child, a step-child, a legal ward, or a child to whom the employee stands *in loco parentis*. Similarly, a "parent" under this policy means a biological or adoptive parent, a foster parent, a step-parent, an employee's legal guardian, a legal guardian of an employee's spouse or domestic partner, or a person who stood *in loco parentis* when the employee was a minor child. Additionally, employees may use their available sick leave to care for a "designated person" so long as the employee identifies that person at the time of requesting sick leave. The "designated person" does not have to be related to the employee by blood or have an association with the employee that is the equivalent of a family relationship. Employees may only care for a "designated person" once per 12-month period.

Employees who are victims of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

Employees using paid sick leave must do so in minimum increments of two hours. Employees will be paid for sick leave not later than the payday for the next regular payroll period after the sick leave was taken. Finally, an employee will not be required to search for or find a replacement if the employee is taking paid sick leave under this policy.

#### D. Compensation For Sick Leave

Paid sick days ordinarily are paid at the employee's normal rate of pay earned during regular work hours. Accrued, unused paid sick leave is not paid out upon termination or resignation. However, employees separating from employment who are rehired within one year from the date of separation will have their previously accrued and unused paid sick days reinstated. The employee also will begin accruing

paid sick leave upon re-hire (assuming the employee's bank is below the applicable cap). In addition, if the employee is re-hired within one year from the date of separation, any number of days that the employee previously worked for the District will be credited toward the 90 calendar days that an employee must have worked for the District before being eligible to use paid sick leave under this policy.

#### E. Approval

If the need for paid sick leave is foreseeable (*e.g.*, scheduled routine medical appointments), the employee must provide reasonable advance notice. If the leave is not foreseeable, the employee must provide notice of the leave as soon as practical. When requesting sick leave, employees should not disclose any private medical information or any other confidential personal information.

#### F. Non-Retaliation or Discrimination

The District strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using paid sick leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to the Finance Officer.

### REASONABLE ACCOMMODATION

To carry out the District's commitment to providing equal employment opportunity for all applicants and employees, the District will provide reasonable accommodations, including as required under applicable laws, in accordance with this policy.

#### Reasonable Accommodations Related to Disability and Religion

The District will provide reasonable accommodations for applicants with disabilities and employees with disabilities in accordance with the Americans with Disabilities Act and California law, and for applicants and employees based on their sincerely-held religious beliefs, practices, or observance under state and federal law.

Employees seeking such accommodations should promptly notify the Finance Officer.

#### Pregnancy-Related Reasonable Accommodations

The District will provide reasonable accommodations to employees who are affected by a pregnancy, childbirth, or related medical conditions, as medically advisable. Such accommodations may consist of:

- Modified work duties or a modified schedule to permit earlier or later hours or more frequent breaks; stools, chairs or other furniture; modified or acquired equipment or devices; reduced work hours; or other accommodations,
- A temporary transfer to a less strenuous or less hazardous position if such transfer can be reasonably accommodated, or
- A "Pregnancy-Related Disability Leave," if the employee is disabled by pregnancy, as described in the separate "Leaves of Absence" policy.

*Note: Employees seeking accommodations related to lactation (such as break times in order to express breast milk during the workday), should refer to the separate "Lactation Accommodation Policy" in this Handbook.*

Employees seeking a pregnancy-related accommodation, including transfer, under this policy should notify [*specify*]. This notice must be timely and provided by employees in advance when the need for

reasonable accommodation is foreseeable; in all other circumstances, notice must be provided as soon as practicable. Failure to give advance notice when the need is foreseeable may delay the reasonable accommodation or transfer until 30 days after the date the employee provides notice (unless such delay would endanger the health of the employee, her pregnancy, or her coworkers).

#### Reasonable Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking

The District also will provide reasonable accommodations for an employee who is a victim of domestic violence, sexual assault, or stalking if (i) the employee has disclosed that status to the District, and (ii) the employee requests an accommodation for the employee's safety while at work. Such accommodations may include a transfer, reassignment, modified schedule, changed work telephone or work station, installed lock, assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, or stalking, or referral to a victim assistance organization.

In such circumstances, the District will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation. In this process, the employee may be asked to provide (i) a written statement, signed by the employee or someone acting on the employee's behalf, certifying that the accommodation is for the purpose stated above, and (ii) a certification confirming the employee's status as a victim of domestic violence, sexual assault, or stalking. Six months after the date of each previous certification, the District may request a recertification of such status. The District will maintain any such certification as confidential if it identifies the employee as a victim of domestic violence, sexual assault, or stalking, disclosing such information only as required by law, or as needed to protect the employee's workplace safety, and with prior notice of such disclosure to the employee.

*Note: Employees seeking a leave of absence for purposes related to domestic violence, sexual assault, or stalking should refer to the separate "Leaves of Absence" policy in this Handbook.*

#### Retaliation and Discrimination is Prohibited

The District prohibits discrimination, discharge, retaliation, or any other unlawful acts against an individual because such person requests or receives an accommodation under this (or another applicable) policy, or because such individual engaged in any other conduct protected by law.

Also, as fully addressed in the separate "Policy Against Harassment, Discrimination, and Retaliation," the District prohibits unlawful harassment, discrimination, or retaliation against any employee based on disability, religion, religious creed, sex (including pregnancy, childbirth, and related medical conditions), status as a victim of domestic violence, sexual assault, or stalking, or any other status protected by law.

#### LACTATION ACCOMMODATION POLICY

The District provides accommodations to lactating employees who need to express breast milk during work hours in accordance with applicable law.

If providing a lactation accommodation otherwise required by law imposes an undue hardship on the District by causing significant difficulty or expense, the District may be exempt from a requirement to provide such accommodation. When the undue hardship relates specifically to the requirement to provide an employee with the use of a room or other location aside from a bathroom, the District will make

reasonable efforts to provide a space for the employee to express breast milk that is in close proximity to the employee's work area and is not a toilet stall.

Employees with any questions or concerns, or who believe that they have been improperly denied an accommodation under this policy, should contact the Finance Officer.

#### A. Designated Space for Lactation

The District will provide a room or other location (not a bathroom) for employees to express breast milk in private. The District will ensure that the lactation room or location will:

- be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk;
- be safe, clean, and free of hazardous materials;
- contain a surface to place a breast pump and personal items;
- contain a place to sit; and
- have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

In addition, the District will provide access to a sink with running water and a refrigerator suitable for storing milk (or other cooling device suitable for storing milk) in close proximity to an employee's workspace. In the event that more than one employee needs to use the lactation room or location to express breast milk, the District will discuss alternative options with the employees to determine what arrangement addresses their needs, such as finding an alternative space or creating a schedule for use.

#### B. Reasonable Time to Express Breast Milk

The District provides a reasonable amount of break time for an employee to express breast milk each time that she needs to do so. The break time, if possible, should run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with rest time already authorized for the employee is unpaid. However, if the employee performs any work during such break, she must accurately record all time worked and the District will compensate her for such time.

#### C. Lactation Accommodation Request Process

Employees who are nursing have a right to request a lactation accommodation. Such requests may be made verbally or in writing, should indicate the need for an accommodation in order to express breast milk at work, and should be directed to the Finance Officer.

The District will respond to such requests in a reasonably prompt manner, not exceeding five (5) business days. If the District cannot provide break time, location, or other reasonable accommodations in accordance with this policy, it will inform the requesting employee in writing. Because lactation accommodation needs may change over time, employees may request changes to existing accommodations by a written request to the above-named individual that describes the nature of the changed that is requested.

#### D. Prohibition on Retaliation or Discrimination for Exercising Lactation Accommodation Rights

The District prohibits any form of retaliation or discrimination against an employee for exercising or attempting to exercise any rights provided under the above policies. Any such conduct or other violations of the above policies should be reported to the Finance Officer.

Employees also have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in the policy above.

## **LEAVES OF ABSENCE**

---

### **I. Introduction**

The District provides leaves of absence as described below. Any applicable leave of absence law governs in the event of a conflict with District policy. Such leaves consist of: (1) family care, medical, and military family leave for up to 12 or 26 weeks per year, depending on the reason, see section II(D), in accordance with the California Family Rights Act (“CFRA”) and the federal Family and Medical Leave Act of 1993, as amended (“FMLA”); (2) pregnancy-related disability leave for up to four months in accordance with the California Fair Employment and Housing Act (“FEHA”); (3) if applicable instead of CFRA and FMLA leave, up to 12 weeks of leave for baby bonding under the California New Parent Leave Act; (4) disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act (“ADA”) or the FEHA; and (5) leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact the Finance Officer.

### **II. California Family Rights Act Leave**

California's California Family Rights Act (CFRA) provides up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has been employed with the District for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply); and
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave.

Leave may be taken for one or more of the following reasons:

- The employee's serious health condition that makes employee unable to perform their job;
- To care for the employee's family member who has a serious health condition. For purposes of CFRA leave, a “family member” includes the employee's: child\* of any age, spouse, domestic partner, parent\*\*, grandparent, grandchild, or sibling. Additionally, employees may take leave under the CFRA to care for a “designated person” who is an individual related to the employee by blood or whose association with the employee is equivalent to a family relationship. Employees taking leave under the CFRA to care for a “designated person” must identify the “designated person” at the time of requesting the leave. Employees are limited to take leave to care for one “designated person” per 12-month period.
  - \*“Child” means biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis.

- \*\*“Parent” includes a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
- The birth of employee’s child, or placement of a child with the employee for adoption or foster care; and
- Because of a qualified exigency related to covered active duty or a call to covered active duty of employee’s spouse, registered domestic partner, child, or parent in the Armed Forces of the United States. (See *Qualifying Exigencies Related to Active Duty* below).

Please note that incapacity due to pregnancy, prenatal medical care or childbirth is not an eligible reason for CFRA leave. However, if you are eligible for leave under the Family Medical Leave Act (FMLA), then such leave will run concurrently with FMLA. (See the *Pregnancy Disability Leave* and *FMLA Leave* policies for additional information).

If employee is also eligible for leave under the FMLA, and depending on their reason for CFRA leave, FMLA may run concurrently with employee’s CFRA leave. (See the *FMLA Leave* policy for additional information regarding FMLA leave eligibility.)

For additional information about eligibility for CFRA leave and how it may or may not interact with FMLA leave, contact The Human Resources Department.

A. Qualifying Exigencies Related To Active Duty

Eligible employees whose spouse, domestic partner, child or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include, but are not necessarily limited to, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

B. Calculating The 12-Month Period

For purposes of calculating the 12-month period during which 12 weeks of CFRA leave may be taken, The District uses a 12-month period measured forward from the date of your first CFRA leave usage.

C. Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under CFRA leave. Employees who take time off for pregnancy disability will be placed on pregnancy disability leave (PDL). (See *Pregnancy Disability Leave* policy for more information.)

If an employee is eligible for FMLA leave, then PDL will run concurrently with FMLA. (See *FMLA Leave* policy for additional information).

Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the District will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The District may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

D. Leave Procedures

The following procedures shall apply to CFRA leave:

- Please contact the Human Resources Department as soon as the employee realizes the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for the serious health condition of the employee or that of a family member, employee must notify the District at least 30 days before leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the District. Any such scheduling is subject to the approval of your health care provider or the health care provider of your family member.
- If you cannot provide 30 days' notice, the District must be informed as soon as is practical.
- If the CFRA request is made because of the employee's own serious health condition, the District may require, at its expense, a second opinion from a health care provider that the District chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the District.
- If the second opinion differs from the first opinion, the District may require the employee, at the District's expense, to obtain the opinion of a third health care provider designated or approved jointly by the employee and the employer. The opinion of the third health care provider shall be considered final and binding on the employee and the District.

#### E. Certification

The District requires the employee to provide certification. Employee will have 15 calendar days from the District's request for certification to provide it to the District, unless it is not practical to do so. The District may require recertification from the health care provider if the employee requests additional leave upon expiration of the time period in the original certification. *(For example, if the employee needs two weeks of family and medical leave, but following the two weeks the employee needs intermittent leave, a new medical certification will be requested and required.)* If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the District may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered CFRA leave.

If the leave is needed to care for a sick family member, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants your participation.

If employee's own serious health condition is the reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Employee's inability to work at all or to perform any one or more of the essential functions of their position because of the serious health condition.

If the employee is on leave because of their own serious health condition, the District will also require a medical release to return to work form or certification from the employee's health care provider that employee is able to resume work.

Failure to provide a release to return to work from the employee's health care provider may result in denial of reinstatement until the certificate is obtained.

F. Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. Special certification requirements apply to leaves related to military service.

G. Health and Benefit Plans

Employees taking CFRA leave, will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled in before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if they had continued in employment for the duration of such leave. The District will continue to make the same premium contribution as if they had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the District may recover premiums paid to maintain health coverage if the employee fails to return to work following CFRA leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if they had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Payment is due on the same schedule as payments that are made under COBRA.

H. Substitution of Paid Leave

Generally, CFRA leave is unpaid. The District may require, or employee may choose, to use accrued paid leave while taking CFRA leave. In order to use paid leave for CFRA leave, employee must comply with the District's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact The Human Resources Department.

I. Reinstatement

Under most circumstances, upon return from CFRA leave, the employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on CFRA leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of CFRA leave will not result in the loss of any employment benefit that the employee earned before using CFRA leave.

If an employee is on a FMLA-only leave, without CFRA running concurrently, there may be conditions in which the employee may be denied reinstatement if the employee is a "key" employee. (Please refer to the Reinstatement section of the FMLA Leave policy for additional information.)

J. Time Accrual

Please contact The Human Resources Department with any questions regarding accrual of other District provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid CFRA leave.

K. Carryover

Leave granted under any of the reasons provided by CFRA and/or FMLA will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in any 12-month

period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

L. Intermittent Leave

The employee may take CFRA leave intermittently (in blocks of time, or by reducing employee's normal weekly or daily work schedule) if the leave is for the employee's serious health condition or that of a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one (1) hour.

See also the discussion of *Pregnancy, Childbirth or Related Conditions and Baby Bonding* above.

**III. Pregnancy-Related Disability Leave**

A. Leave of Absence

Any employee who is disabled by pregnancy, childbirth, or related conditions may take a leave of absence ("Pregnancy Disability Leave") for the period of actual disability, up to four months, in addition to any family care or medical leave to which the employee may be entitled under Section II of this policy (Family Care, Medical and Military Family Leaves). Pregnancy Disability Leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

B. Substitution of Paid Leave for Pregnancy Disability Leave

An employee taking Pregnancy Disability Leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. The substitution of paid leave for Pregnancy Disability Leave does not extend the total duration of the leave to which an employee is entitled.

C. Leave's Effect on Benefits

During a Pregnancy Disability Leave, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee continued in employment continuously for the leave period.

Thus, the employee must continue to pay her share of the health plan premiums during the leave. If paid sick leave is substituted for any portion of the leave that is unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

The District may recover from the employee the amount of premiums that the District paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired due to a reason other than: (i) the employee is taking (*i.e.*, has transitioned over to) leave under the California Family Rights Act, unless the employee chooses later not to return after the CFRA leave, in which case the District can recover such premium amounts; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy Disability Leave, unless the employee chooses not to return after the Pregnancy Disability Leave, in which case the District can recover such premiums; (iii) non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following such leave, in which case the District can recover such premiums, or (iv) other circumstances beyond the employee's control.

It is the District's policy that, similar to other unpaid leaves, during any unpaid portion of a Pregnancy Disability Leave, employees will accrue employment benefits, such as sick leave, vacation leave, and seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Employee benefits may be continued during the unpaid portion of the Pregnancy Disability Leave according to the provisions of the District's various employee benefit plans.

*If employer has a salary continuation policy for employees on leave for other disability or family care leave, add: If an employee taking a Pregnancy Disability Leave is also eligible for family care, medical, and military family leave under Section II of this policy, then the employee is entitled to the District's continuation of benefits, as described in Section II(F), up to a maximum of 12 weeks in a 12-month period.*

#### D. Return to Work Certification

Consistent with the District's practice for other employees returning from a disability leave for reasons other than pregnancy, the District requires that an employee returning from Pregnancy Disability Leave provide a release to return to work from her healthcare provider stating she is able to resume her original job or duties.

#### E. Leave's Effect on Reinstatement

Employees returning from Pregnancy Disability Leave generally are entitled to be reinstated in the same position, subject to certain conditions, and consistent with applicable law.

#### F. Other Terms and Conditions of Leave

The provisions of the District's Family Care, Medical and Military Family Leave policy regarding the leave's effect on pay (Section II(E)), notice requirements (Section II(G)(1)), and medical certification requirements (Section II(G)(2)) also apply to all Pregnancy Disability Leaves, as well as requests for pregnancy-related reasonable accommodations and transfers, and New Parent Leaves (to the extent permitted by law). However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion. For the purpose of applying those provisions, an employee's pregnancy-related disability is considered to be a serious health condition.

### IV. Reproductive Loss Leave

#### A. Eligibility

Employees are eligible for reproductive loss leave if they have worked for the District for at least 30 days prior to the leave's start and suffer a qualifying event.

#### B. Reproductive Loss Qualifying Events

Employees are entitled to reproductive leave if they suffer a reproductive loss qualifying event, which is the day, or the final day for a multiple day event, of any one of the following:

- **Failed adoption:** The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.
- **Failed surrogacy:** The dissolution or breach of a surrogacy agreement or the failed embryo transfer to the surrogate. This event applies to a person who would have been a parent to the child born of the surrogacy.
- **Miscarriage:** Miscarriage by an employee, by the employee's current spouse or domestic

partner, or by another individual if the employee would have been a parent as the result of the pregnancy.

- **Stillbirth:** Stillbirth resulting from an employee's pregnancy, the pregnancy of an employee's current spouse or domestic partner, or another individual if the employee would have been a parent as a result of the pregnancy.
- **Unsuccessful assisted reproduction:** An unsuccessful round of intrauterine insemination or of an assisted reproductive procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to an employee, the employee's current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born as a result of the pregnancy.

#### C. Leave Usage

Employees shall be entitled to take up to 5 unpaid days of reproductive loss leave following a reproductive loss qualifying event (defined above). If an employee experiences more than one reproductive loss qualifying event within a 12-month period, the District shall not be obligated to grant a total amount of reproductive loss leave time in excess of 20 days within a 12-month period.

Reproductive loss leave does not have to be consecutive but, if leave is not taken consecutively, it must be completed within 3 months of the qualifying event.

Employees may elect to substitute any accrued but unused paid vacation, personal leave, or sick leave for unpaid reproductive loss leave.

#### D. Confidentiality

The District shall maintain the confidentiality of any employee requesting leave under this policy. Any information provided to the District in order to support the need for reproductive loss leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel as necessary or as required by law.

#### E. Coordination with California Family Rights Act

If, prior to or immediately following a reproductive loss qualifying event, an employee is on or chooses to go on leave pursuant to the California Family Rights Act or any other leave entitlement under state or federal law, the employee shall complete their reproductive loss leave within 3 months of the end date of the other leave.

#### F. Non-Retaliation or Discrimination

The District strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using reproductive loss leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to the Finance Officer or General Manager.

### V. Temporary Disability Leave

#### A. Eligibility And Duration

In addition to medical or pregnancy-related disability leaves described in Sections II and III, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability under the Americans with Disabilities Act and/or the California Fair

Employment and Housing Act. Any temporary disability leave under this section will run concurrently with any medical leave to which the employee is entitled under Section II of this policy.

The duration of a temporary disability leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave rights, employees should contact the Finance Officer.

If the temporary disability leave is needed due to a work-related injury, all matters relating to an employee's leave rights, including compensation, benefits, substitution of paid leave, notice and certification requirements, and reinstatement shall be governed by state workers' compensation laws. Employees having questions about such rights should contact the Finance Officer.

#### B. Leave's Effect On Pay And Benefits

An employee taking a temporary disability leave must substitute any accrued sick pay and vacation pay for the leave. Otherwise, the temporary-disability leave is unpaid.

Group insurance benefits may be continued during temporary disability leaves. However, the cost of such coverage, including the District's premium payment, becomes the responsibility of the employee. The employee and the Finance Officer should agree upon a payment schedule before the employee's leave begins.

Employees taking temporary disability leave must comply with the Family Care, Medical and Military Family Leave provisions regarding substitution of paid leaves (Section II(C)), notice (Section II(G)(1)), and medical certification (Section II(G)(2)). For the purpose of applying these provisions, a temporary disability leave will be considered to be a medical leave.

If a temporary disability leave under this section extends beyond 12 weeks in a 12-month period, the employee will not be entitled to any continued employer contributions towards any employee benefit plan unless otherwise required by law. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

The duration of a temporary disability leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact the Finance Officer.

#### C. Procedure for Requesting Disability Leave

Unless the circumstances render it impractical, a temporary disability leave must be approved in advance by the General Manager. Whenever possible, an employee should submit a written request for temporary disability leave to the District as soon as the employee is aware of the need for such leave or transfer. A request for temporary disability leave must be supported by a medical certification from a health care provider containing the following information: (a) the date on which the employee became disabled; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee temporarily is unable to work at all or is unable to perform any one or more of the essential functions of his or her position without undue risk to the employee or to other persons. The certification should also explain what accommodations, if any, will assist the employee to perform the essential functions of the employee's position.

#### D. Reinstatement After Temporary Disability Leave

Each employee who has taken a temporary disability leave must keep the District advised of the disability status and must contact the Finance Officer at least two weeks before the expiration of the scheduled leave to discuss the employee's return to work. An employee desiring to return to work from a temporary disability leave shall be reinstated in accordance with applicable law and into his or her former position if staffing requirements permit. The District cannot guarantee that the employee's former position or any other position will be available upon the expiration of the scheduled leave.

Each employee who has taken a temporary disability leave must be released by a doctor to return to work. The release should be in writing and submitted to the Finance Officer on or before the employee's return date.

#### **VI. Other Leaves Of Absence**

The District also grants eligible employees leaves of absence for military leave, jury or witness duty, certain court appearances, appearances at school or daycare activities, emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel, to vote in a statewide election, for bereavement leave, for leave related to domestic violence, crime victims leave, or leave for the donation of an organ or bone marrow. Unless otherwise required by law, employees will not be paid for such leaves of absence. Employees wishing to take a leave of absence for one of these reasons should refer to the procedures outlined below or contact the Finance Officer.

Military Leave Of Absence	The District will grant employees a military leave of absence to the extent required by applicable federal and state law.
Military Spouse Leave	<p>Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.</p> <p>Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.</p> <p>Qualifying employees who wish to request this leave must provide the District with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the District certifying that the military member will be on military leave from deployment.</p>
Jury and Witness Duty	The District will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The District

	<p>will also provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order.</p> <p>The District will pay employees on jury or witness duty their regular pay for each day of jury or witness duty, up to a maximum of 5 days. The employee must submit to the District any payment the employee receives from the court for jury duty or witness duty that is less than the equivalent of a full day's pay at the employee's regular rate of compensation for each day the employee is serving jury or witness duty.</p> <p>However, exempt employees who work any portion of a workweek in which they also serve on jury duty or appear as a witness will receive their full salary for that workweek. Employees may elect to substitute accrued vacation benefits during any unpaid leave due to jury duty or a witness appearance.</p> <p>Employees are required to provide reasonable advance notice of the need for jury/witness leave. Employees also are expected to report to work each day or portion of a day they are not performing jury/witness duty.</p>
Leave For Educational/ Daycare Purposes	<p>Employees will be granted time off without pay for up to 40 hours per calendar year, but no more than eight hours in any calendar month, to:</p> <ul style="list-style-type: none"> <li>• participate in the activities of schools or licensed child daycare facilities attended by their children,</li> <li>• find, enroll, or reenroll their children in a school or with a licensed child care provider, or</li> <li>• address a child care provider or school emergency (<i>i.e.</i>, the school or child care provider requested that the child be picked up, there is a behavioral or discipline problem with the child that needs to be addressed with the school or child-care provider, there is a closure or unexpected unavailability of the school or child-care provider, or that there is a natural disaster, such as an earthquake or fire, requiring that the child be kept home or picked up from the school or child-care provider).</li> <li>• Employees eligible for such leave are parents, step-parents, foster parents, grandparents, guardians or persons who stand <i>in loco parentis</i> (in the place of a parent) to a child.</li> <li>• Employees must substitute accrued vacation for purposes of a planned absence under this policy.</li> <li>• Employees wishing to take time off under this policy must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by the District at the same worksite, the request for time off under this policy will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.</li> <li>• The District reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.</li> </ul>

	<ul style="list-style-type: none"> <li>The District prohibits any discrimination or discharge due to an employee taking time off under this policy.</li> </ul>
Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel	<p>Employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel (which includes an officer, employee, or member of a disaster medical response entity sponsored or requested by the State). Such employees also are entitled for leave of up to 14 days per calendar year to attend fire, law enforcement, or emergency rescue training. Leave under this policy is unpaid (though exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek as required by law).</p> <p>Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.</p> <p>The District prohibits discrimination against an employee because the employee takes time off under this policy.</p>
Voting Time Off	<p>Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.</p>
Bereavement Leave	<p>Employees who have been employed with the District for at least 30 days prior to the commencement of bereavement leave will be allowed up to five unpaid working days off to arrange and attend the funeral of a family member. The five days do not have to be taken continuously. They can be taken on an intermittent basis so long as the entire bereavement leave is completed within three months of the date of death of the family member. For purposes of this policy an employee's family is defined to include the employee's:</p> <ul style="list-style-type: none"> <li>Spouse;</li> <li>Domestic partner;</li> <li>Parent, including biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child;</li> <li>Child of any age, including biological, adopted, or foster child or stepchild, a legal ward, or a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis;</li> <li>Registered domestic partner;</li> <li>Grandparent;</li> <li>Grandchild; and</li> <li>Sibling.</li> </ul>

	<p>The District reserves the right to request documentation of the death of the family member, including a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. If requested, the documentation must be provided within thirty days of the first day of bereavement leave. The District will maintain the confidentiality of any employee who requests bereavement leave under this policy.</p>
<p>Leave Related To Domestic Violence, Sexual Assault or Stalking</p>	<p>The District will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The District requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide the District with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.</p> <p>Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the “Sick Leave” policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.</p> <p>The District prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee’s status as a victim of domestic violence, sexual assault, and/or stalking.</p>
<p>Crime Victims’ Leave</p>	<p>The District will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The District requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the District with a copy of the notice within a reasonable time.</p> <p>No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.</p>

<p>Leave for Organ and Bone Marrow Donation</p>	<p>The District will grant an employee the following leaves of absence:</p> <ul style="list-style-type: none"> <li>• Bone Marrow Donation: A paid leave of absence of up to five business days in any one-year period for the purpose of donating the employee's bone marrow to another person.</li> <li>• Organ Donation: <ul style="list-style-type: none"> <li>○ A paid leave of absence of up to 30 business days in any one-year period for the purpose of the employee donating the employee's organ to another person.</li> <li>○ An additional <u>unpaid</u> leave of absence, not exceeding 30 business days in a one-year period, for the purpose of the employee donating the employee's organ to another person.</li> </ul> </li> </ul> <p>For leaves of absence under this policy that are paid, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of such paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.</p> <p>In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to the Finance Officer that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.</p> <p>Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, the District will maintain and pay for coverage under any group health plan, for the full duration of this leave.</p> <p>Leave provided under this policy may be taken in one or more periods.</p> <p>Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.</p> <p>Upon expiration of a leave of absence authorized by this policy, the District will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The District may decline to restore an employee because of reasons unrelated to the employee's exercise of rights under this policy.</p>
---	--

# ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

### ACKNOWLEDGMENT

PLEASE REVIEW THE EMPLOYEE HANDBOOK AS WELL AS THIS EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM. NEXT, PLEASE FILL IN THE INFORMATION REQUIRED AT THE BOTTOM OF THIS FORM AND RETURN IT TO THE FINANCE OFFICER OR HR WITHIN ONE WEEK OF YOUR EMPLOYMENT START DATE.

I acknowledge that I have received a copy of the District's Employee Handbook.

#### For Non-Union Employees:

If I work in a position that is not represented by a labor union (a "Non-Union Employee"), I understand that all of the policies in the Employee Handbook ("Handbook") apply to me, and that I am responsible for reading it and for knowing and complying with the policies set forth in it during my employment with the District, including the dispute resolution/arbitration provision set forth on page.

I further understand, however, that the guidelines contained in the Handbook [excluding the dispute resolution/arbitration provision] are guidelines only and are not intended to create any contractual rights or obligations, express or implied [and shall not be construed to create any type of right to a "fair procedure" prior to termination or other disciplinary action]. I also understand that, except for the District's at-will employment policy [and the dispute resolution/arbitration provision], the District may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the District cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the District's guidelines or procedures, I should consult the General Manager or Finance Officer.

I understand and agree that my relationship with the District is "at-will," which means that my employment is for no definite period and may be terminated at the will of either the District or me any time, for any reason, with or without cause or advance notice. I also understand that the District may demote or discipline me or otherwise alter the terms of my employment at any time at its sole discretion, with or without cause or advance notice.

I understand and agree that other than General Manager, no manager, supervisor or representative of the District has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only General Manager has the authority to make any such agreement and then only in writing and signed by General Manager.

Finally, my signature below certifies that I understand and agree that this Acknowledgment form contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment form supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment form.

For Union Employees Only:

If I work in a position that is represented by a labor union ("Union Employee"), then I understand that: many of the terms and conditions of my employment are determined according to a written collective bargaining agreement ("CBA") between the District and the labor union that represents me; I am only covered by the Handbook policies to the extent that they address matters (i) not already set forth in the CBA and (ii) as to which the District otherwise is not obligated to engage in the collective bargaining process. I understand that with regard to the policies applicable to me, the District may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. The statements that follow apply to me only if they do not conflict or interfere in any way with the terms of any applicable CBA.

I understand that nothing in the Employee Handbook should be interpreted as a restriction on employees' legal right to discuss their terms and conditions of employment with one another for their mutual protection and benefit, or their right to report unlawful conduct. Any employee who believes compliance with the policies in this Handbook would conflict with such legal rights should promptly discuss the matter with General Manager of Finance Officer.

I have carefully read and understand this Employee Handbook Acknowledgement Form.

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

\_\_\_\_\_  
Employee's Signature

Print Name: \_\_\_\_\_