

**CONTRACT SERVICES AGREEMENT BETWEEN SACRAMENTO SUBURBAN
WATER DISTRICT AND DEL PASO MANOR WATER DISTRICT**

This Agreement is entered into as of January 27, 2020 by and between Sacramento Suburban Water District, a County Water District formed and existing under California Water Code § 30000 *et seq.* (hereinafter “SSWD”), and Del Paso Manor Water District, a County Water District formed and existing under California Water Code § 30000 *et seq.* (hereinafter “DPMWD”). SSWD and DPMWD may sometimes be referred to individually as “Party” or together as “Parties” throughout this Agreement.

RECITALS

WHEREAS, SSWD, under its permit with the State of California State Water Resources Control Board, Division of Drinking Water, is a public agency providing domestic drinking water to residential and commercial customers within its boundaries located in the County of Sacramento;

WHEREAS, DPMWD, under its permit with the State of California State Water Resources Control Board, Division of Drinking Water, is a public agency providing domestic drinking water to residential and commercial customers within its boundaries located in the County of Sacramento;

WHEREAS, the entirety of the DPMWD service area is inside of and contiguous with the SSWD service area;

WHEREAS, the Parties are participants in and parties to that certain “Mutual Aid and Assistance Agreement Between Del Paso Manor Water District and Sacramento Suburban Water District”, dated as of January 11, 2011 (the “Mutual Aid Agreement”);

WHEREAS, the Parties maintain interconnections between their respective water systems to enable groundwater and surface water deliveries (where permissible) to each other in the event of an emergency;

WHEREAS, the Mutual Aid Agreement sets forth additional resources, including personnel and equipment, which one Party may deploy to assist the other in the event of an emergency, including the criteria therefore and mechanisms for reimbursement;

WHEREAS, DPMWD requested assistance from SSWD under the Mutual Aid Agreement in May 2019, which request remains in effect, whereby SSWD has provided field personnel to assist SSWD during a staff shortage to ensure adequate, certified field maintenance support in the DPMWD service area in order for DPMWD to remain in compliance with applicable Division of Drinking Water regulations and the terms of its permit, and otherwise protect the public health and safety of customers within the DPMWD service area; and

WHEREAS, the Parties desire that DPMWD contract with SSWD for maintenance and support services on an as-needed basis under non-emergency conditions, based on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, it is hereby agreed by and between SSWD and DPMWD as follows:

1. Recitals

The Recitals herein are expressly made part of this Agreement.

2. Contracted Services

SSWD agrees to provide the following services to DPMWD on a contract basis upon request: Field maintenance support, including on-call certified water treatment operator(s) when DPMWD field personnel are unavailable. Such services may include, but are not limited to, water service line repairs; customer service calls; well site operations; emergency repairs and maintenance support (the "Contracted Services").

3. Control and Record Keeping

Field personnel provided by SSWD shall remain under the supervision and control of SSWD, and shall perform such tasks as requested and/or directed by DPMWD. SSWD shall designate a supervising employee to oversee the performance of any Contracted Services pursuant to this Agreement, and shall otherwise keep accurate records of the work performed, including the preparation of all time sheets for billing purposes.

4. Status

Unless otherwise provided by law, SSWD's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in its own jurisdiction while performing Contracted Services within the DPMWD service area.

5. Licenses and Permits

To the extent permitted by law, SSWD personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the performance of any Contracted Services requested by DPMWD under this Agreement.

6. SSWD Discretion Regarding Availability of Personnel

SSWD retains the right to commit or withdraw some or all of its resources at any time for any reason in SSWD's sole and absolute discretion. SSWD shall have the sole and exclusive discretion to determine availability of personnel and resources requested by DPMWD. SSWD shall make a reasonable attempt to provide DPMWD with 24 hours' notice of withdrawal of resources and personnel.

7. Personnel

SSWD shall be paid by DPMWD for personnel costs incurred for work performed. SSWD personnel costs shall be calculated according to the most current pricing and in compliance to the terms provided in its employment contracts or other conditions of employment. SSWD's designated supervisor(s) must keep accurate records of work performed by personnel. Payment for services rendered shall consist of all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

8. Equipment

DPMWD shall reimburse SSWD for the use of equipment during the performance of services, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. Applicable rates for equipment used during the performance of Contracted Services are listed on the attached Schedule 1.

9. Materials and Supplies

DPMWD shall reimburse SSWD in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. SSWD will not charge direct fees or rental charges to DPMWD for other supplies and reusable items that are returned to SSWD in a clean, damage-free condition. Reusable supplies that are returned to SSWD with damage must be treated as expendable supplies for purposes of cost reimbursement.

10. Payment Period

SSWD shall provide an itemized invoice to DPMWD for all costs associated with providing Contracted Services. Invoices shall be submitted on a monthly basis for Contracted Services provided during the previous month. DPMWD shall render payment in full of all undisputed invoices by the thirtieth day of the following month.

11. Records

Each Party and its duly authorized representatives shall have access to the other Party's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

12. Term

This Agreement shall take effect on February 1, 2020 and terminate on July 31, 2020, unless extended upon mutual written agreement of the Parties. Upon termination, SSWD shall be compensated for all work performed to the date of termination as calculated by SSWD based on the above payment provisions.

13. Insurance

Each Party is a member of ACWA-JPIA and has sufficient coverage under the pool's memorandum of coverage to cover all risks that may occur under this Agreement. Each Party shall maintain such coverage in good standing at its sole cost. Each Party shall name the other Party, its officers, agents, and employees as additional insureds on all insurance policies, except its worker's compensation policy, for activities undertaken pursuant to this Agreement.

14. Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party and its Directors, officers, employees, representatives, and agents from and against any and all actions, claims, costs, damages, demands (including reasonable outside attorneys' fees), liability, losses, obligations, penalties, suits in law or in equity which are made by a third party to the extent arising out of the Party's negligence or willful misconduct in performing any work or taking any actions authorized by or related to this Agreement.

15. Miscellaneous

15.1 Entire Agreement

This Agreement (including the Exhibits hereto) constitutes the entire understanding and agreement of the Parties relating to subject matter hereof.

15.2 Waiver

No waiver of any right or remedy by a Party with respect to any occurrence or event under this Agreement shall constitute a continuing waiver or be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

15.3 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

15.4 Severability

If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished.

15.5 Amendments

All amendments to this Agreement shall be in writing and, if approved, must be signed by all Parties.

15.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Legal Action

In addition to any other rights and remedies, either Party may institute legal action to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement.

17. Authority to Execute Agreement

The person or persons executing this Agreement on behalf of SSWD and DPMWD warrant and represent that they have the authority to execute this Agreement and the authority to bind SSWD or DPMWD, as appropriate, to the performance of its obligations hereunder.

18. Consent

Where consent or approval of a Party hereto is required or necessary under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

19. Assignment

This Agreement and all rights and obligations under it are personal to the Parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

20. Interpretation of Agreement

All Parties hereto have been represented by legal counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend, or affect the meaning of the provision to which they pertain.

21. No Joint Venture or Partnership

SSWD and DPMWD hereby renounce the existence of any form of joint venture, partnership or other association between them, and agree that nothing in this Agreement or in any document executed in conjunction with this Agreement shall be construed as creating any such relationship between the Parties.

22. Partial Invalidity Due to Governmental Action

In the event that State or Federal laws or regulations enacted after the effective date of this Agreement, or formal action of any governmental jurisdiction other than SSWD or DPMWD, prevent compliance with one or more provisions of this Agreement, the Parties agree that the provisions of this Agreement shall be modified or suspended only to the minimum extent necessary to comply with such laws or regulations.

23. Further Actions and Instruments

The Parties agree to provide reasonable assistance to each other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the Parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

24. No Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right or action based upon any provision of this Agreement.

25. Venue

Any action arising out of this Agreement shall be brought in the Superior Court of Sacramento County, California, regardless of where else venue may lie.

26. Time is of the Essence

Time is of the essence of each and every provision of this Agreement.

27. Notices

All notices required or provided under this Agreement shall be in writing and shall be sent by (i) U.S. mail first class postage prepaid with return receipt requested, (ii) by overnight courier or hand delivery, or (iii) by facsimile with original forwarded by U.S. mail, addressed as follows, with any email copies provided to the email addresses below:

Notice to SSWD: Sacramento Suburban Water District
Attention: General Manager
3701 Marconi Avenue
Sacramento, CA 95821
Telephone: (916) 972-7171
Facsimile: (916) 972-7639

Notice to DPMWD: Del Paso Manor Water District
Attention: General Manager
1817 Maryal Drive, #300
Sacramento, CA 95864
Telephone: (916) 487-0419
Facsimile: (916) 487-8534

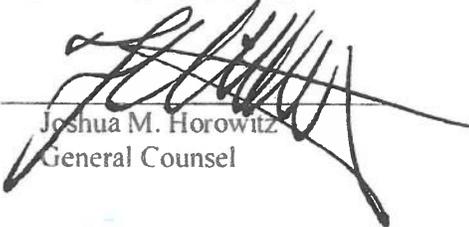
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

“SSWD”

SACRAMENTO SUBURBAN WATER DISTRICT

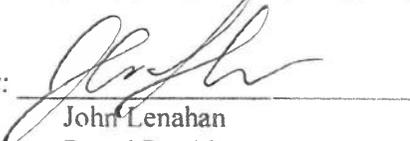
By: 
Daniel R. York
General Manager

APPROVED AS TO FORM:

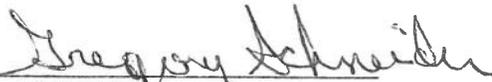
By: 
Joshua M. Horowitz
General Counsel

“DPMWD”

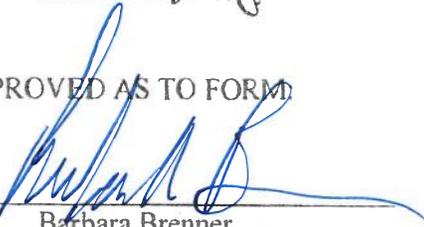
DEL PASO MANOR WATER DISTRICT

By: 
John Lenahan
Board President

ATTEST:

By: 
DPMWD Secretary

APPROVED AS TO FORM:

By: 
Barbara Brenner
General Counsel

SCHEDULE 1

SSWD LABOR AND EQUIPMENT RATES (2020)

Equipment Rental Rates (CalTrans)

Effective April 1, 2019 through March 31, 2020

Equip #	Location	FUEL TYPE	YEAR	DESCRIPTION	Page #	Code #	Rate per Hour
				Heavy Equipment			
120	Antelope	Diesel	1995	Backhoe 310D 4x4 John Deere	18	2507D	\$ 39.48
126	Truck #27	Diesel	1997	Takeuchi Mini Backhoe TB015 (+2)			\$ 28.75
137	Truck #33	Diesel	2004	Takeuchi TB108 (+3)			\$ 31.25
123	Truck #32	Diesel	2006	Takeuchi TB108 (+3)			\$ 31.25
91	Auburn	Diesel	1989	John Deere #310C Turbo backhoe/loader	18	2507	\$ 34.92
92	Antelope	Diesel	2003	John Deere #310SG backhoe/loader	18	2507G	\$ 41.48
93	Antelope	Diesel	2018	John Deere 30G Compact Excavator with HH40C Hydraulic Hammer	9	1725	\$ 19.37
				Generators			
105		Gas		Honda Portable Generator #EB300	6	000-001	\$ 0.85
29		Gas	2010	Honda Portable Generator #EB3000c	6	000-001	\$ 0.85
25	Production	Gas	2011	EU2000 Honda Generator	6	000-001	\$ 0.85
26	Truck #32	Gas	2007	EU2000 Honda Generator	6	000-001	\$ 0.85
27	Meter Dept	Gas	2008	EU2000 Honda Generator	6	000-001	\$ 0.85
30	Maint. Dept	Gas	2012	EU2000 Honda Generator	6	000-001	\$ 0.85
31	Maint. Dept	Gas	2015	EU2000 Honda Generator	6	000-001	\$ 0.85
32	Meter Dept	Gas	2015	EU2000 Honda Generator	6	000-001	\$ 0.85
33		Gas	2017	EU2000 Honda Generator	6	000-001	\$ 0.85
				Compressors			
87	Auburn	diesel	1999	Ingersoll-Rand 185 Compressor	1	025-045	\$ 35.31
88	Antelope	diesel	1996	LeRoll compressor (Located on Truck #30)	1	025-045	\$ 35.31
89	Antelope	gas	1982	Ingersoll-Rand Air Compressor 124750U81923	1	025-045	\$ 35.31
				Trailers			
109	Auburn	N/A	88	Trail King Trailer Model #TKT24-2400	33	12-14	\$ 5.98
110	Auburn	N/A	02	Trail King Trailer Model #TKT24-2400	33	12-14	\$ 5.98
169	Truck #66	N/A	04	Carson Trailer - Flat bed trailer HD162	33	00-02	\$ 0.84
114	Auburn	N/A	97	Butler Trailer 96-6377 (for Takeuchi Mini Backhoe)	33	00-02	\$ 0.84
33A	Truck #33	N/A	04	Utility Carson Trailer - 2 Axel	33	00-02	\$ 0.84
111	Auburn	Solar	1995	Wanco Traffic Director Trailer #WT1SB8-SAC Solar Panel #1584 & 1592	32	TM	\$ 3.43
112		Solar	2008	SolarTech 25 LED Advance Warning Arrow Panel - 0080259-66-0308	32	TM	\$ 3.43
113			2008	Multiquip Towable Light Tower #LT12D S/N#906137	6	4 Light	\$ 8.57

115			2008	Multiquip Towable Light Tower #LT12D S/N#906145	6	4 Light	\$ 8,57
119	Meter Dept		10/2010	FX20 Ditch Witch Vacuum Trailer (**)			\$ 25.00
121	Distribution	N/A	2010	7 x12' single axle trailer - Utility Traffic Control (UTC) Trailer	32	*1	\$ 53,44
168	Truck #32	N/A	2005	82'x14' TA10,000 Carson Utility Trailer	33	00-02	\$ 0,84
148	Antelope	N/A	7/27/05	4x6 L/W trailer with ramp and drop jack rear (Production)	33	00-02	\$ 0,84
149	Antelope	N/A	7/27/05	4x6 L/W trailer with ramp and drop jack rear (Production)	33	00-02	\$ 0,84
156	Production	N/A	7/13/05	77x20 TA utility trailer	33	00-02	\$ 0,84
158	Antelope		1990	Miller Constant Current AC/DC Welder Power Gen Set AEAD-200LE	34	0-250	\$ 6,09
159	Antelope		3/06	Ditch Witch FX60 Vacuum System (+4)			\$ 50,00
167	Meter Dept	N/A	2007	HD162 Carson Trailer 16"	33	00-02	\$ 0,84
147	Meter Dept	N/A	2007	5' x 8' Utility Trailer with 18" mesh sides and toolbox	33	00-02	\$ 0,84
146	Distribution	Gas	2009	WACHS Valve Maint. Trailer Model 77-000-22 24 HP Kohler Engine GVW 7,000 s/n#09-1364		+1	
122	Distribution	N/A	2012	1002-TL3-12TA-L Scorpion Trailer Attenuator			
108	Distribution	N/A	2017	Maxx Trailer 16"	33	00-02	\$ 0,84
162	Distribution	Diesel	2017	FX65/800 Gallon Vacuum System (+4)			\$ 50,00
101	Production	N/A	2018	Charmac Utility Trailer - Chemical Trailer	33	00-02	\$ 0,84
102	Production	N/A	2018	Charmac Utility Trailer - Chemical Trailer	33	00-02	\$ 0,84
124	Distribution	N/A	2019	FT-12 IT-1 Drop Deck Tilt Trailer	33	00-02	\$ 0,84
				Pumps			
210	Walnut	Gas	02/2011	Honda 3" Trash Pump	22	010-020	\$ 5,33
118			1/94	WB20X Pump	22	000-010	\$ 3,48
200	Can't find			MQD206H 2" Diaphragm Water Pump	22	000-010	\$ 3,48
201	Truck #22		3/05	MQD206H Pump w/Honda GX120 4.0 Engine #GCAAT-1094735	22	000-010	\$ 3,48
202				GX120-QK2 Water Pump	22	000-010	\$ 3,48
203	Walnut-Cbset			Eclectic Vat Pump	22	000-010	\$ 3,48
204	Walnut-Cbset			Honda Deluxe Pump WD20X	22	000-010	\$ 3,48
206	Truck #27	Gas	2006	MQD206H 2" Diaphragm Water Pump	22	000-010	\$ 3,48
207	Meter Dept	Gas	2006	MQD206H 2" Diaphragm Water Pump	22	000-010	\$ 3,48
208	Truck #62	Gas	2006	MQD206H 2" Diaphragm Water Pump	22	000-010	\$ 3,48
209	Truck #34	Gas	2006	MQD206H 2" Diaphragm Water Pump	22	000-010	\$ 3,48
212	Truck #32	Gas	2015	MQD2H 2" Diaphragm Water Pump	22	000-010	\$ 3,48
				Tampers			
69	Truck #30		6/01	Whacker Rammer BS600	4	0-250	\$ 3,82
70	Antelope		3/05	Bomag BT65/4 up-right rammer w/4 cycle Honda engine	4	0-250	\$ 3,82
71	Antelope			Multiquip Inc Tamping Rammer Model #MT-85H	4	0-250	\$ 3,82
117	Walnut			Wacker Model VPG160B	4	0-250	\$ 3,82

Vehicle #	Location	FUEL TYPE	YEAR	DESCRIPTION	Page #	Code #	Rate per Hour
3	Engineering	Gas	00	Toyota Tacoma ext cab 2.4	34	00-06	\$ 26.15
4	Admin	Gas	05	Ford Explorer XLS Four door Sport utility vehicle 2x4 4.0 SOHC V6 engine	34	00-06	\$ 26.15
5	Field Ops	Gas	00	Toyota Tacoma ext cab 2.4	34	00-06	\$ 26.15
6	Field Services	Gas	05	Ford F-350 Super Duty with Tommy Lift	34	12-20	\$ 38.38
9	Sup. Field Services	Gas	01	Toyota Tundra ext cab 4.7 V-8 - 4 spd auto trans	34	00-06	\$ 26.15
10	Engineering	Gas	01	Toyota Tacoma ext cab 2.4	34	00-06	\$ 26.15
11	Sup. Distribution	Gas	01	Toyota Tacoma ext cab 2.4	34	00-06	\$ 26.15
12	Distribution	Gas	04	Ford F-150	34	00-06	\$ 26.15
14	Field Services	Gas	05	F-250 XL 5.4L V-8 5 speed automatic - utility bed with rack	34	06-12	\$ 29.60
16	Engineering	Gas	02	Toyota Tacoma ext cab 2.4	34	00-06	\$ 26.15
17	Field Services	Gas	02	Toyota Tacoma ext cab 2.4	34	00-06	\$ 26.15
21	Field Services	Gas	00	Ford Ranger XLT small 1/2 ton truck w/est cab standard bed auto trans O/D	34	00-06	\$ 26.15
38	Field Services	Gas	00	Ford Ranger XLT small 1/2 ton truck w/ext cab standard bed auto trans O/D	34	00-06	\$ 26.15
39	Field Ops	Gas	00	Ford Explorer XL Four door Sport utility vehicle 2x4 3.0	34	00-06	\$ 26.15
42	Sup. Production	Gas	02	Toyota Tundra ext cab 4.7 V-8 - 4 spd auto trans	34	00-06	\$ 26.15
43	Distribution	Diesel	99	International 4600 - Dump T444E - 7.3L	34	2AXL	\$ 52.55
45	Engineering	Gas	07	F-150 Super cab with short bed	34	00-06	\$ 26.15
46	Distribution	Gas	07	F-150 Super cab with short bed	34	00-06	\$ 26.15
47	Field Services	Gas	06	F-250 with Carter utility bed	34	06-12	\$ 29.60
48	Field Services	Gas	06	F-250 with Carter utility bed - 5.4L V8	34	06-12	\$ 29.60
49	Production	Gas	06	F-250 Standard Cab w/Knapheide utility bed, rack and hydraulic lift	34	06-12	\$ 29.60
50	Field Ops	Gas	07	E-250 Cargo van	34	06-12	\$ 29.60
51	Production	Gas	07	F-250 Standard cab w/utility bed	34	06-12	\$ 29.60
52	Production	Gas	08	F-150 Super cab with short bed	34	00-06	\$ 26.15
53	Distribution	Gas	08	F-150 Super cab with short bed	34	00-06	\$ 26.15
54	Production	Gas	08	F-250 Standard Cab w/utility bed, rack and hydraulic lift	34	06-12	\$ 29.60
55	Distribution	Diesel	08	International Dump Truck 4300 - 7.6L	34	2AXL	\$ 52.55
56	Production	Gas	08	F-250 4X2 Supercab w/Royal utility bed & Tommy Lift	34	06-12	\$ 29.60
57	Production	Gas	08	F-250 4X2 Supercab w/Royal utility bed	34	06-12	\$ 29.60
58	Ops. Manager	Hybrid	09	Ford Escape	34	00-06	\$ 26.15
59	Field Services	Gas	10	F-150 Super cab with short bed	34	00-06	\$ 26.15
60	Production	Gas	10	F-250 Standard Cab w/utility bed, rack and hydraulic lift	34	06-12	\$ 29.60
61	Production	Gas	11	F-250 Standard cab w/utility bed and rack	34	06-12	\$ 29.60
62	Field Services	Gas	12	F-350 Standard cab w/crane	34	12-20	\$ 38.38
63	Production	Gas	11	E-350 Cutaway van	34	12-20	\$ 38.38
64	Distribution	Diesel	14	F-350 4x2 Reg cab 6.7L Power Stroke V8 6-speed trans	34	12-20	\$ 38.38

65	Field Services	Gas	14	F-250 SRW 4X2 Reg Cab 6.2L V-8 6 speed trans w/rack	34	06-12	\$ 29.60
66	Distribution	Gas	16	F-550 Utility Bed Dual Axle	34	12-20	\$ 38.38
67	Field Ops.	Gas	16	F-150 4x2 Supercab 3.5L V6 6 Speed	34	00-06	\$ 26.15
68	Distribution	Gas	16	F-150 4x2 Supercab 3.5L V6 6 Speed	34	00-06	\$ 26.15
69	Production	Gas	17	F-250 Reg cab 4x2 6.2L V8 8' bed 137"wb	34	06-12	\$ 29.60
70	Field Services	Gas	17	Ford Transit Connect 121" Wheelbase	34	00-06	\$ 26.15
71	Distribution	Gas	17	F550 Utility Bed Dual Axle	34	12-20	\$ 38.38
72	Water Quality	Gas	17	Chevy Silverado 1500	34	00-06	\$ 26.15
73	Distribution	Diesel	17	5500 Dodge Ram Diesel - Custom Service Body	34	12-20	\$ 38.38
74	Distribution	Diesel	17	5500 Dodge Ram Diesel - Dump Truck	34	2AXL	\$ 52.55
75	Field Services	Gas	18	F250 Regular Cab 6.2L V-8 6 Spped with side ladder rack	34	06-12	\$ 29.60
76	Field Services	Gas	18	F250 Regular Cab 6.2L V-8 6 Spped with side ladder rack	34	06-12	\$ 29.60
77	Field Services	Gas	18	F250 Regular Cab 6.2L V-8 6 Spped with side ladder rack	34	06-12	\$ 29.60
78	Field Services	Diesel	18	5500 Dodge Ram Diesel - Dump Truck	34	2AXL	\$ 52.55
79	Sup. Distribution	Gas	18	Chevy Colorado	34	00-06	\$ 26.15
80	Distribution	Gas	19	Ford F-150 Super Cab	34	00-06	\$ 26.15
81	Engineering	Gas	19	Ford F-150 Super Cab	34	00-06	\$ 26.15
82	Admin	Gas	19	Chevy Bolt	34	00-06	\$ 26.15
83		Hybrid	19	Toyota RAV4	34	00-06	\$ 26.15
84		Hybrid	19	Toyota RAV4	34	00-06	\$ 26.15
85	Production	Gas	19	Ford F-250 Super Duty with Tommy Lift	34	06-12	\$ 29.60
86	Production	Gas	19	Ford F-250 Super Duty with Tommy Lift	34	06-12	\$ 29.60
87	Field Services	Gas	19	Ford F-350 Super Duty	34	12-20	\$ 38.38

NOTES:

*1	Includes:	00-02	0.84	Trailer	1	\$ 0.84
		6FSS	2.66	Stands (12) - Includes sing, stand & 3 flags	12	\$ 35.28
		D100	0.2229	Cones (50)	50	\$ 12.32
		A1	0.46	Barricades (10)	10	\$ 5.00
						<u>\$ 53.44</u>

** Use 1/2 the FX60 Ditch Witch rental cost.

+1 Use agreed upon rate if WACHS value trailer is utilized.

+2 Southside Rentals

+3 Milford Rental Center

+4 Rental Fee \$400 per day

SSWD

Labor Rate Table (fully loaded)

Low and High Ranges by Position

Position	2020 Rate	2020 Rate
	Low	High
Accountant	\$ 76.62	\$ 76.62
Administrative Assistant II	\$ 53.15	\$ 53.15
Assistant Engineer	\$ 65.40	\$ 69.45
Assistant General Manager	\$ 134.41	\$ 134.41
Cross Connection Control Specialist	\$ 77.56	\$ 77.56
Customer Service Rep II	\$ 46.27	\$ 65.21
Customer Services Manager	\$ 88.57	\$ 88.57
Director of Finance and Admin	\$ 106.33	\$ 106.33
Distribution Foreman	\$ 98.81	\$ 99.26
Distribution Operator I	\$ 42.81	\$ 60.04
Distribution Operator II	\$ 55.46	\$ 74.38
Engineering Drafter	\$ 70.60	\$ 70.60
Engineering Manager	\$ 88.02	\$ 88.02
Engineering Project Coordinator	\$ 73.84	\$ 73.84
Environmental Compliance Coordinator	\$ 71.78	\$ 71.78
Environmental Compliance Technician	\$ 53.52	\$ 53.52
Executive Asst to the GM	\$ 86.20	\$ 86.20
Facilities & Fleet Specialist	\$ 72.27	\$ 72.27
Field Operations Coordinator	\$ 78.59	\$ 78.59
Field Services Foreman	\$ 90.91	\$ 90.91
Field Services Superintendent	\$ 101.57	\$ 101.57
Financial Analyst	\$ 96.64	\$ 96.64
General Manager	\$ 157.43	\$ 157.43
GIS Coordinator	\$ 88.25	\$ 88.25
GIS/IT Technician	\$ 60.18	\$ 60.18
HR Coordinator	\$ 69.74	\$ 69.74
Instrumentation & Electrical Technician	\$ 63.34	\$ 63.34
IT Analyst	\$ 55.83	\$ 55.83
IT Manager	\$ 116.80	\$ 116.80
Operations Manager	\$ 117.96	\$ 117.96
Production Foreman	\$ 65.85	\$ 80.88
Production Operator I	\$ 42.80	\$ 56.28
Production Operator II	\$ 56.32	\$ 75.34
Production Superintendent	\$ 115.22	\$ 115.22
Purchasing Specialist	\$ 54.39	\$ 54.39
Safety/Risk Officer	\$ 87.86	\$ 87.86
Senior Engineer	\$ 92.59	\$ 97.77
Senior Inspector	\$ 80.58	\$ 80.58
Senior Project Manager	\$ 124.44	\$ 124.44
Water Conservation Supervisor	\$ 79.20	\$ 79.20
Water Conservation Tech II	\$ 55.99	\$ 55.99

Notes:

All rates include benefit & retirement costs and 5% indirect overhead

Recommended Salary for Del Paso Manor Water District General Manager Position

Regional Government Services conducted a salary survey of executive management level positions at comparator special districts; based on positions with comparable authority and level of duties as illustrated in the approved DPMWD General Manager job description. The survey was completed to determine the current market salary for the skills and abilities the district needs to recruit for a new General Manager.

Setting a salary at a competitive rate is important in achieving a successful outcome in a recruitment and retaining good employees. The Society of Human Resource Management (SHRM) guides organizations in salary setting practices. Here is an excerpt from SHRM on establishing a salary setting philosophy, “An employer can choose to lead, lag or match the market when compensating employees. Being a market leader means that the organization pays more for jobs than its competitors. Typically, an organization does this to gain an advantage or attract talent away from its competitors. If an employer decides to match the market, it pays roughly the same as its competitors, and if an employer lags the market, it is paying less than market rates. Generally, an employer rarely chooses to lag the market as a conscious pay strategy. It is often either discovered after market research reveals the practice, or it may be the result of a limited compensation budget. In rare circumstances an employer's brand may be so attractive (e.g., Disney, Google) that the employer can pay lower-than-market wages without a negative impact on recruitment and retention.”

We recommend establishing the annual salary for Del Paso Manor Water District General Manager based on our research below at a range of \$108,048 – \$155,653 in order to achieve a successful recruitment outcome. The minimum step in the recommended range is equivalent to Sacramento Suburban Water District’s Director of Finance and Administration. The maximum step in the recommended range is the average maximum annual salary level determined by the survey data.

Survey Agency	Level	Classification Title	Minimum Monthly Salary	Maximum Monthly Salary	Maximum Annual Salary
Del Paso Manor Water District	Exec Mngt	GM		\$9,167	\$110,000
Citrus Heights Water District	Exec Mngt	Admin Services Dir		\$14,873	\$178,476
Carmichael Water District	Exec Mngt	Asst GM	\$10,009	\$14,925	\$179,100
El Dorado Irrigation District	Exec Mngt	Director of Finance		\$14,347	\$172,164
Elk Grove Water Service	Exec Mngt	Finance Manager	\$10,200	\$12,400	\$148,800
Fair Oaks Water District	Exec Mngt	Finance Manager	\$7,947	\$10,729	\$128,748
Sacramento Suburban Water District	Exec Mngt	Director of Finance and Administration	\$9,004	\$12,863	\$154,356
San Juan Water District	Exec Mngt	Director of Finance		\$14,465	\$173,580
Average of the Labor Market 100th Percentile				\$12,971	\$155,653
# of Comparable Matches				7	

Survey of executive management level positions at comparator cities/county; based on positions with comparable authority and level of duties as illustrated in the approved DPMWD General Manager job description. We had this data available to us and decided to provide it for information purposes only.

Survey Agency	Level	Classification Title	Minimum Monthly Salary	Maximum Monthly Salary	Maximum Annual Salary
Del Paso Manor Water District	Exec Mngt	GM		\$9,167	\$110,000
City of Citrus Heights	Exec Mngt	Finance Director	\$11,904	\$15,744	\$188,928
City of Davis	Exec Mngt	Finance Administrator	\$10,135	\$12,319	\$147,828
City of Folsom	Exec Mngt	Chief Financial Officer/Finance Director	\$12,500	\$15,833	\$189,996
City of Lincoln	Exec Mngt	Director of Support Services	\$8,946	\$11,988	\$143,856
City of Roseville	Exec Mngt	Finance Director	\$12,454	\$16,690	\$200,280
City of Sacramento	Exec Mngt	Director of Finance	\$12,366	\$18,549	\$222,588
City of Woodland	Mid Mngt	Finance Officer	\$8,785	\$10,945	\$131,340
Average of the Labor Market 100th Percentile				\$13,904	\$166,852
# of Comparable Matches				7	



John Lenahan <jlenahandpm@gmail.com>

Fwd: Your Order Invoice

1 message

Marissa Burt <directorburt@gmail.com>

Fri, Feb 21, 2020 at 11:43 AM

To: John Lenahan <jlenahandpm@gmail.com>, Victoria Hoppe <victoria@delpasomanorwd.org>

Hi John,

Please include this invoice for approval at our next regular meeting.

Thanks,

Marissa

----- Forwarded message -----

From: **SimpliSafe** <customer-support@simplisafe.com>

Date: Tue, Oct 1, 2019 at 2:58 PM

Subject: Your Order Invoice

To: <directorburt@gmail.com>



Things are about to get a whole lot safer.

Congratulations on your Smart Lock purchase!

Before Installing: Make sure your security system is connected to Wi-Fi. Wi-Fi automatically updates your SimpliSafe with the latest software, which you'll need to add the lock. For more information, please visit simplisafe.com/lockupgrade

Order #8924262

Thank you for your order!

Shipping Details

Shipping Details

Shipping Address	Billing Address
Marissa	
,	,

Order Details

1 x SimpliSafe Custom Home Security System: \$402.90
0 x Base Station (Obsidian)
1 x Base Station (Cloud)
0 x Wireless Keypad (Obsidian)
1 x Wireless Keypad (Cloud)
2 x Entry Sensor
4 x Motion Sensor
0 x Security Cameras
0 x Glassbreak Sensor
0 x Panic Button
0 x Video Doorbell Pro
0 x Smoke Detector
0 x Freeze Sensor
0 x Water Sensor
0 x Key Fob (Obsidian)
0 x Key Fob (Cloud)
1 x Auxiliary Siren
1 x Free Yard Sign
1 x Yard Signs
6 x Window Decals
1 x Free SimpliCam: \$0.00
24/7 Professional Alarm Monitoring (Interactive) - 30 Days Free!: \$0.00
Order Subtotal: \$402.90
Private Sale 15% off : -\$60.44
Total for this Order: \$342.46

Questions?

Questions?

Call **1-888-957-4675** or email **customer-support@simplisafe.com**

Think someone you know might like SimpliSafe?

Help keep your friends and family safe. [Refer a friend here!](#)

SimpliSafe™

Home Security Done Right

This email was sent by [SimpliSafe, Inc.](#) You may [unsubscribe](#) online. We respect your right to [privacy](#).

Discontinuation of Water Service for Nonpayment Policy

I. Purpose

The Del Paso Manor Water District (“District”) will apply the following Discontinuation of Water Service for Nonpayment Policy (“Policy”). Discontinuance of water service for nonpayment is considered the final phase of the collection procedure and will be instituted only after sufficient notification, and when all other reasonable alternatives have been deployed.

II. Scope

This Policy applies to all District residential water service customers, hereafter referred to as the “customer” or “customers”. To the extent this Policy conflicts with any other rules, regulations, or policies of the District, this Policy will control.

III. General Provisions

A. All customers are provided a bi-monthly bill for water service and usage. These monthly bills are due upon receipt.

B. The District will attempt to contact the customer and provide notice of discontinuation of water service as provided in this Policy. It is the customer’s responsibility to provide the District with accurate, current contact information. The District is not responsible for the customer not receiving the notices due to inaccurate and/or outdated customer contact information.

C. The District will disconnect water service for charges that have become delinquent for a period of no less than sixty (60) days, unless the service discontinuation is otherwise preempted as further described in this Policy. Reconnection fees will be applied to the account of any water service disconnected for nonpayment of delinquent charges. The District will leave notice of disconnection with information on how to restore water service.

1. Prior to the potential discontinuation of service date the District will send a payment delinquency notice (late notice) advising the customer of the need to pay in order to preclude service termination and further advising of other options available to the customer. The payment delinquency notices will be sent no sooner than 19 days after the bill distribution date and no less than 7 days prior to the potential discontinuation of services date.

2. Where a landlord-tenant relationship exists (where the billing address is different than the service address), the payment delinquency notice will also be sent to “Occupant” at the service address. The payment delinquency notice to the “Occupant” (tenant in the landlord-tenant relationship) will apprise the Occupant of the Occupant’s right to become the customer of record. Barring intervention (e.g. payment of the delinquency) to preclude such by the landlord, the tenant will be informed of the right to become the customer to whom the future services will be billed without the Occupant being required to pay the amount due on the delinquent account.

3. If the bill remains unpaid or is otherwise unresolved via alternative payment options, transition in the customer of record (landlord-tenant), or appeal, the District will send a shut off notice no less than 48-hour prior to discontinuation of service.

D. Customers whose water service has been discontinued may contact the District by telephone at (916) 487-0419 or in person regarding restoration of service. Restoration will be subject to payment of the delinquent charges, reconnection fees and established security deposit if required by the District. Water service reconnections requested and performed after normal business hours are subject to an additional fee.

IV. Notices

A. Written Notices to Customer

The District will provide notices as described above. The notices will be in English and will include instructions in the languages listed in Section 1632 of the Civil Code for receiving a translated copy of the notice.

- i. the name and address of the customer;
- ii. the amount of the delinquency;
- iii. the date by which payment or payment arrangements must be made to avoid discontinuation of service;
- iv. the procedure by which the customer may initiate a complaint or request an investigation or appeal concerning service or charges;
- v. a description of the procedure by which the customer may request an amortization, reduction, or other alternative payment arrangement;
- vi. the procedure for the customer to obtain information on financial assistance, if applicable; and
- vii. the telephone number where the customer may request a payment arrangement or receive additional information from the District.

B. Posting of Notice to Occupants at Service Address

The District will make a reasonable, good faith effort to contact an adult person living at the service address by hand delivery a shut off notice and placing in a conspicuous place at the service address.

C. Bill Amortization

The District will consider a request to amortize the bill over a reasonable period of time, not to exceed twelve (12) months. The amortization schedule and amounts due will be set forth in writing and provided to the customer. During the amortization period, the customer must remain current on all water service charges in subsequent billing periods.

The District may terminate water service if the customer fails to pay an amortized amount due by the schedule date and the original amount due is delinquent by at least sixty (60) days. The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.

D. Contact

Customers are encouraged to contact the District for further details regarding this Policy or payment options during business hours at (916) 487-0419. Customers may also visit the District in person Monday through Friday, from 10:00 a.m. to 3:00 p.m., except on District holidays.

V. When Service Will Not Be Discontinued

A. General

The District will not discontinue residential water service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during which the District's office is not open to the public. In addition, the District will not discontinue residential water service for nonpayment during the District's investigation of a customer dispute or complaint; during an appeal to the District's Board of Directors; during a District-approved extension, amortization, alternative payment schedule, or reduction, if the customer remains in compliance with the payment arrangement; or as may be required by local, state, or federal law.

B. Special Circumstances with Amortization Agreement

The District will not discontinue water service if all of the following are met:

- i. The customer, or a tenant of the customer, submits to the District the certification of a licensed primary care provider that discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided;
- ii. The customer demonstrates that he or she is financially unable to pay for residential service within the District's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level;

iii. The customer is willing to enter into an alternative payment arrangement, including an extension, amortization, or alternative payment schedule, with respect to the delinquent charges; and

iv. The customer is not currently in an Amortization Agreement with the District.

For any customers who meet all of the above qualifications, the District will offer the customer one of the following options, to be selected by the District in its discretion: (1) an extension of the payment period; or (2) an alternative payment schedule or amortization of the unpaid balance. The District's General Manager or designee will select terms and conditions for the amortization.

The District will review the request for amortization within seven (7) days and: (1) notify the customer of the amortization terms selected by the District and request the customer's signed assent to participate in the amortization; (2) request additional information from the customer; or (3) notify the customer that they do not meet the qualifications.

Discontinuation of Water Service for Nonpayment Policy

The District may discontinue water service if a customer who has been granted an amortization under this section fails to do any of the following for sixty (60) days or more: (a) to pay any amortized amount due under the amortization schedule; or (b) to pay his or her current charges for water service. The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.

VI. Other Remedies

In addition to discontinuation of water service, the District may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the District, the District will be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

VI. Discontinuation of Water Service for Other Customer Violations

The District reserves the right to discontinue water service for any violations of District ordinances, rules, or regulations other than nonpayment.

VII. Fees and Charges Incurred

Except as otherwise expressly stated in this Policy, any fees and charges incurred by a customer under any other rules, regulations, or policies of the District, including, but not limited to, delinquent charges, will be due and payable as set forth therein.

VIII. Decisions by District Staff

Any decision which may be appealed to the District's General Manager. The General Manager's ruling may be appealed to the Board of Directors and/ or the Board's designee.

A customer may initiate a complaint or request an investigation regarding the amount of a bill within fifteen (15) days of receiving a disputed bill. For purposes of requesting review of the amount of a bill, a bill shall be deemed received by a customer five (5) days after mailing. The customer may submit a written request to review the amount of the bill to the District, which shall provide a written determination to the customer provided the request is made within the fifteen (15) day complaint window.

IX. Translations

A. Policy

Translations of this Policy in the languages listed in Section 1632 of the Civil Code are available at the District office or website.

- i. Please visit our office or website for a translation of this Policy.
- ii. Visite nuestra oficina o sitio web para obtener una traducción de este politica.
- iii. 请访问我们的办公室或网站 · 了解本政策的翻译。
- iv. Mangyaring bisitahin ang aming opisina o website para sa isang pagsasalin ng patakarang ito.
- v. Vui lòng truy cập văn phòng hoặc trang web của chúng tôi để dịch bản chính sách này.
- vi. 이 정책에 대한 번역은 저희 사무실이나 웹 사이트를 방문하십시오.

B. Notices

All written notices issued under this Policy will be available at the District office or website in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent (10%) or more people within the District's service area.

X. References

- A. California Water Code div. 1, ch. 1, § 106.3
- B. California Health & Safety Code, div. 104, part 2, ch. 6, § 116900 et seq. (SB 998 [2018])
- C. California Government Code, tit. 6, div. 1, § 60370 et seq.
- D. California Civil Code div. 3, part 2, title 2, § 1632
- E. California Senate Bill 998 (SB 998)



To: Churchwell White

Attention: Joan Michaels Aguilar

Date: Thursday, February 27, 2020

Document Translation Quote (LP#7912_7916)

Item	Description	Qty	Unit	Amount
1.	SAMPLE SB998, SPANISH	3348	.18	\$602.64
2.	SAMPLE SB998, TAGALOG	2790	.20	\$558.00
3.	SAMPLE SB998, CHINESE (SIMPLIFIED)	2790	.20	\$558.00
4.	SAMPLE SB998, VIETNAMESE	2790	.20	\$558.00
5.	SAMPLE SB998, KOREAN	2790	.20	\$558.00

Total: \$2,834.64

Comments

Translations are charged on a per-word basis of the target language (the language the document is being translated into). If the target language is a character-based language (i.e., Chinese), then the source (or original) language word count is used. When translated, some languages gain more words than the source language, for instance Spanish has an average of 20-25% more words than English. This quote has taken this gain into account; however the final word count may vary.

Transcriptions generally take 10-times the duration of the audio to complete. Unclear recordings may take longer. Every minute of time recorded will take at least 10 minutes of time to transcribe.

If a word count cannot be determined from your source document, we will use a default word count of 350 words per page or 150 words per minute. This is only an estimate, which may vary after translation.

Your document appears to fall within our document minimum charge of \$75.

Certified translations can be provided upon request, but require a separate charge of \$35 or more, depending on the length of the document. This will make your translation a legal document.

The standard turn-around time for a document of this size is _____ business days from the date we receive authorization to begin. The translation time can be expedited, however a rush fee may apply.

Let me know if you have any other questions. Thank you for requesting a quote from Language People!

Approval: _____

Date: _____

Total Amount is due upon completion of the translation unless otherwise noted in an existing agreement with Language People, Inc. Please note that our rates include our initial translation process plus editing/proofreading by a separate linguist.

Language People, Inc.

P.O. Box 2635, Temecula, CA 92593
(707) 538-8900



New customers may be asked to pay half of the above Total Amount before the translation is started.

Language People, Inc.

 P.O. Box 2635, Temecula, CA 92593
 (707) 538-8900

RESOLUTION NO. 20191002

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEL PASO MANOR WATER DISTRICT AUTHORIZING REVISIONS TO VACATION LEAVE AND DISTRICT HOLIDAYS AND AMENDMENT OF THE DISTRICT EMPLOYEE HANDBOOK

WHEREAS, the Del Paso Manor Water District (the "District") maintains policies for employee paid vacation leave and holidays, which are set forth in the District's Employee Handbook dated as of February 2016; and

WHEREAS, the Board of Directors of the District has determined that it is in the best interests of the District to amend and revise the District's current policies for paid vacation leave and holidays, both from an operational and customer service standpoint; and

WHEREAS, the modification of the District policies for vacation leave and holidays will require an amendment of the District Employee Handbook;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Del Paso Manor Water District that:

- a. Sections 4.H. 1 and 2 of the Employee Handbook are hereby amended and superseded as set forth in Exhibit A hereto.

BE IT FURTHER RESOLVED, that this Resolution shall be effective October 1, 2019 upon adoption.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Del Paso Manor Water District on this 1st day of October, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DEL PASO MANOR WATER DISTRICT

John Lenahan, President

ATTEST:

Leo Havener, Board Secretary

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Adam Brown, General Counsel

EXHIBIT A

water field. To be eligible, an employee must have completed their initial evaluation period and must submit a request to the General Manager for approval.

1. Certification/Professional Designation Programs

The District will reimburse the expense of tuition and required text for all courses leading to a JOB-RELATED certificate/class if pre-approved by the General Manager. The reimbursement will come once you have completed and passed the class and have submitted a copy of the receipt(s) for tuition and texts for reimbursement.

2. Professional Courses and Specific Job-Related Courses

Professional and job-related course tuition, required text, and exam fee expenses will be reimbursed upon satisfactory completion of course, if course was approved by the General Manager.

3. Professional Seminars Attended During District Time

Professional job-related seminar fees, text, transportation, lodging and meals will be pre-paid upon approval.

4. Additional Requirements

- You are responsible for registration and ordering of any necessary text.
- It is your responsibility to provide your supervisor and the Manager with transcripts after completion of the course.

H. Paid Leave Policy

The District's policy allows eligible employees to earn time off in accordance with their employment status and length of service and to use such earned time to take time off with pay under the guidelines stated in this policy. Regular part-time employees' paid time off will be pro-rated according to their scheduled work hours. Categories of paid leave are provided, as outlined below:

1. Vacation

The District recognizes the value of rest and relaxation and encourages you to use all accrued vacation benefits. Regular full-time and part-time scheduled employees are eligible for paid vacation according to months

of service. Vacation must be approved in advance by the General Manager.

Vacation is earned and accrued from the first day of employment as follows:

10 days per year – For the first 3 years

15 days per year – For the 4th through 10th year

18 days per year – For the 11th through the 15th year

21 days per year – After 16 years of employment. Thereafter

Time is prorated for part-time employees. Temporary and seasonal employees are not eligible and do not accrue vacation time. Employees who are on unpaid leave of absence for any reason and not receiving wages from the District shall not accrue vacation leave during the period of such unpaid leave.

For employees hired after January 1, 2005, there is a cap of 50 days of vacation accrual. Upon reaching the maximum accrual, vacation leave shall cease to accrue until the accrued vacation days are reduced below the maximum by usage of vacation leave. ~~For employees in this category, vacation payouts are not an option. The Board of Directors reserves the right to make exceptions, on a case-by-case basis to extend the accrual or authorize a payout.~~

Employees hired after June 1, 2019 may not accrue more than 150% of the annual vacation accrual rate applicable to them. Upon reaching the maximum accrual, vacation leave shall cease to accrue until the accrued vacation days are reduced below the maximum by usage of vacation leave. By way of example, an employee during his/her first three years of employment may not accrue more than 15 days of vacation leave.

2. **Holiday Observances**

The District observes the following holidays. All regularly scheduled full time employees will receive a normal day's pay at their normal hourly rate for the following holidays, subject to the conditions below. Part-time employees will receive a normal day's pay at their normal hourly rate if the holiday falls on their regularly scheduled day to work:

- New Year's Day
- Martin Luther King Jr. Day

- ~~Lincoln's Birthday~~
- Presidents' Day
- Cesar Chavez Day
- ~~Good Friday—Closed at Noon~~
- Memorial Day
- Independence Day
- Labor Day
 - ~~California Admission Day~~
 - ~~Columbus Day~~
- Veteran's Day
- Thanksgiving Day and day after
- ~~Christmas Eve—Closed at Noon~~
- Christmas Day
- One (1) personal or "floating" holiday per year to be scheduled in coordination with and subject to the approval of the General Manager.

Holiday Conditions:

- If the holiday falls on a Saturday, it will be observed on the preceding Friday. If it falls on a Sunday, it will be observed on the next Monday, unless otherwise noted.
- Employees on leaves of absence for any reason at the time of the holiday observance will be ineligible for holiday pay.
- If a holiday falls during your approved vacation period, you will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.
- When computing overtime pay, you do not receive credit for hours worked on holidays that are not actually worked.

water field. To be eligible, an employee must have completed their initial evaluation period and must submit a request to the General Manager for approval.

1. Certification/Professional Designation Programs

The District will reimburse the expense of tuition and required text for all courses leading to a JOB-RELATED certificate/class if pre-approved by the General Manager. The reimbursement will come once you have completed and passed the class and have submitted a copy of the receipt(s) for tuition and texts for reimbursement.

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Professional and job-related course tuition, required text, and exam fee expenses will be reimbursed upon satisfactory completion of course, if course was approved by the General Manager.

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1. Vacation

The District recognizes the value of rest and relaxation and encourages you to use all accrued vacation benefits. Regular full-time and part-time scheduled employees are eligible for paid vacation according to months

of service. Vacation must be approved in advance by the General Manager.

Vacation is earned and accrued from the first day of employment as follows:

10 days per year – For the first 3 years

15 days per year – For the 4th through 10th year

18 days per year – For the 11th through the 15th year

21 days per year – After 16 years of employment.

Time is prorated for part-time employees. Temporary and seasonal employees are not eligible and do not accrue vacation time.

Employees who are on unpaid leave of absence for any reason and not receiving wages from the District shall not accrue vacation leave during the period of such unpaid leave.

For employees hired after January 1, 2005, there is a cap of 50 days of vacation accrual. Upon reaching the maximum accrual, vacation leave shall cease to accrue until the accrued vacation days are reduced below the maximum by usage of vacation leave.

Employees hired after June 1, 2019 may not accrue more than 150% of the annual vacation accrual rate applicable to them. Upon reaching the maximum accrual, vacation leave shall cease to accrue until the accrued vacation days are reduced below the maximum by usage of vacation leave. By way of example, an employee during his/her first three years of employment may not accrue more than 15 days of vacation leave.

2. Holiday Observances

The District observes the following holidays. All regularly scheduled full time employees will receive a normal day's pay at their normal hourly rate for the following holidays, subject to the conditions below. Part-time employees will receive a normal day's pay at their normal hourly rate if the holiday falls on their regularly scheduled day to work:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Cesar Chavez Day

- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and day after
- Christmas Eve
- Christmas Day
- One (1) personal or “floating” holiday per year to be scheduled in coordination with and subject to the approval of the General Manager.

Holiday Conditions:

- If the holiday falls on a Saturday, it will be observed on the preceding Friday. If it falls on a Sunday, it will be observed on the next Monday, unless otherwise noted.
- Employees on leaves of absence for any reason at the time of the holiday observance will be ineligible for holiday pay.
- If a holiday falls during your approved vacation period, you will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.
- When computing overtime pay, you do not receive credit for hours worked on holidays that are not actually worked.

2. Bereavement Leave

In the event of a death in your immediate family, the District **may** grant up to 24 hours for non-exempt employees (pro-rated for less than 40 hours per week) or three (3) days for exempt employees of paid time away from work if you are a regular full-time employee. **The intent of this benefit is to allow you to make arrangements for and/or to attend the funeral.** Additional vacation time or unpaid time off in the form of a personal leave of absence may be granted for special circumstances with the General Manager’s approval.

Immediate family for the purpose of bereavement leave is defined as a mother, father, wife, husband, natural or adopted child, brother, sister,

RESOLUTION 20181203

DEL PASO MANOR WATER DISTRICT DIRECTOR COMPENSATION AND TRAVEL ALLOWANCE POLICY

BE IT RESOLVED by the Board of Directors of the Del Paso Manor Water District, Sacramento County, California, as follows:

In accordance with California Water Code Sections 20201 and 30507 and California Government Code Sections 53232 through 53232.4, this document shall constitute the policy of Del Paso Manor Water District for compensation for the Board of Directors and reimbursement for travel expenses for the Board of Directors and Employees of the District. This resolution supercedes all prior District Resolutions on this subject.

COMPENSATION

Each Director shall receive compensation in the amount of \$100.00 for each day's attendance at meetings of the Board or for each day's service rendered as a Director at the request of the Board, not exceeding a total of ten days in any calendar month, in addition to any expenses incurred in the performance of the Director's duties required or authorized by the Board.

Water Code Section 20201 authorizes the Board of Directors to increase the amount of compensation that may be received by members of the Board of Directors by up to five percent for each calendar year. This percentage is cumulative from year to year. If an increase in Director compensation is adopted by the Board, such increase will be effective on January 1 of the following year, and shall not be retroactive.

As used herein, meetings of the Board shall include attendance at meetings of any Board committee. However, compensation for committee meetings is limited to two per month for each committee. Compensation will also be given when service is rendered as the District's appointed representative at approved meetings (such as joint powers authorities of which the District is a member). Compensation will also apply for other meetings or events that are authorized as paid meetings/events by the Board of Directors or requested by the General Manager of the District. Attendance at conferences will be limited to three Directors and the Manager at each conference; if more than three Directors wish to attend, then a rotation will be established. The above compensation policy applies to Directors, not employees of the District.

REIMBURSEMENT

Expenses shall be reimbursed in accordance with the following for both Directors and Employees:

1. TRAVEL:

a) Reimbursement shall be for the most cost-effective method of travel (i.e., automobile or airplane) as determined by the General Manager.

b) Automobile travel for District business when using a personal or rented vehicle shall be reimbursed at the IRS standard rate. Cost of car rental is included in the mileage rate reimbursement unless otherwise determined differently by the General Manager on a case by case basis; ratification of General Manager's authorization will be considered by the full Board at the Board meeting following the General Manager's authorization.

c) Airfare shall be reimbursed at the coach equivalent rate.

2. MEALS:

A Director or Employee shall receive a maximum of \$45.00 per day as reimbursement for meals, tips, phone calls and incidentals while traveling on District business, as long as they are actually incurred. Each Director or Employee will attest to his/her request for reimbursement.

3. LODGING:

Lodging shall be reimbursed at its actual cost, not to exceed the cost of a standard room at the location of the meeting.

4. OTHER EXPENSES:

Other expenses (i.e., local transportation, parking, baggage fees, etc.) shall be reimbursed in their actual amount. Expenses incurred by a Director's or Employee's spouse, domestic partner or companion shall not be reimbursed.

ADMINISTRATION

A Director or Employee shall submit written verification to the General Manager for each day to be compensated or for all expenses to be reimbursed as a prerequisite to receiving compensation and/or reimbursement.

A request for a cash advance for travel must be submitted to the District office at least 10 working days prior to travel. A reconciliation of the cash advance must be made within 10 working days after travel is complete.

When a Director or Employee travels for two or more consecutive days and pays for travel expenses on their own, the District will issue reimbursements as soon as possible after the Director or Employees submits a request. All other eligible reimbursements will be paid with the regular monthly invoices.

The General Manager shall only approve requests for compensation or reimbursement that are consistent with this policy.

This resolution shall take effect on January 1, 2019.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Del Paso Manor Water District at its regular meeting held on December 3, 2018, by the following vote:

AYES: *Allen, Elmore, Matteoli, Saunders and Wilson*

NOES: *None*

ABSENT: *None*

BY: 
President, Board of Directors

ATTEST:


Secretary, Del Paso Manor Water District

Voter Registration and Elections

Courtney Bailey-Kanelos
Registrar of Voters



Divisions
Campaign Services
Outreach
Precincts
Registration
Vote by Mail
Voting Systems & Technology

County of Sacramento

February 20, 2020

RECEIVED
2/21/2020

Victoria Hoppe, Office Manager
Del Paso Manor Water District
1817 Maryal Drive, Suite 300
Sacramento, CA 95864

Dear Victoria Hoppe:

Preparations are currently in progress for the November 3, 2020 Presidential General Election. Several items will need to be acted upon by your district board in conjunction with the required "election resolution". Please provide in writing the information outlined below.

1. **RESOLUTION CALLING THE ELECTION**

The district election will be held on the same date as the November 3, 2020 Presidential General Election. Pursuant to Elections Code §10403, you are required to file a resolution requesting consolidation and setting forth the exact form of any question(s) or office(s) to be voted upon at such election. The resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election. Please include in the resolution, in case of a tie vote, the method for determining the winner, and who is responsible for determining winner.

A. **Elective offices**

Date and purpose of the election.

If a vacancy occurs between the date of your resolution and the beginning of the nomination period, please notify our office immediately.

B. **Candidate's Statement — number of words**

The district board must determine whether to limit candidate statements of qualifications to 200 words or authorize an extension to 400 words (We recommend 200 words). (Reference: Elections Code §13307(a))

C. **Candidate's Statement costs**

The district board must determine whether the individual candidate(s) or the district will pay for the publication of the voluntary candidates' statements included in the County Voter Information Guide. Whether the Candidate or the district pays the cost of the candidate's statement, the candidate statement payment is required at the Voter Registration and Elections office at the time the candidate(s) files their nomination documents, and a statement to this effect must be included in the resolution.

We proudly conduct elections with accuracy, integrity and dignity

7000 65th Street, Suite A • Sacramento, California 95823-2315
(916) 875-6451 • TTY: 711 • fax (916) 875-5130 • toll-free (800) 762-8019
www.elections.saccounty.net

2. **NOTICE OF DISTRICT ELECTION AND PUBLICATION OF ELECTION NOTICE**

Elections Code §12112 requires that we publish a notice of election that contains the date of the election, the offices for which candidates may file, qualifications required by your principal act, and other information. In an effort to reduce costs to the district(s) while still meeting requirements of code, we will publish one election notice, combining information on all districts scheduled for election on November 3, 2020.

3. **REIMBURSEMENT OF COSTS**

The Board of Supervisors has adopted an ordinance establishing a schedule of fees and charges for the administration of elections by Sacramento County Voter Registration and Elections. **Please refer to the current fee schedule to calculate your cost.**

A bill will be submitted to your district after the November 3, 2020 Election certification.

4. **CERTIFICATION OF MAPS AND BOUNDARIES**

If the map and boundary description on file with our office is current, you must provide a letter verifying that there are no changes.

If there are changes to the map and boundary, please provide a current map and boundary description to the Registrar of Voters. **Our recommended deadline is June 3, 2020** for the November 3, 2020 Election.

Any pending annexation will need to be completed prior to this date and be reflected on the map you provide or certify. This certification may be done by letter or by completion of a certification form in this office. Please contact our mapping department at (916) 875-6248 if you have any questions in this regard.

5. **OTHER**

If your district is contemplating placing a measure on the November 3, 2020 Presidential General Election ballot, please coordinate this with our office at the earliest date possible. The recommended deadline for a district measure to be consolidated with the November election is July 27, 2020. If this deadline cannot be met, contact this office immediately. It is important for your district and our office to coordinate the details of what and how items need to be submitted to us.

If any resolutions necessitate special requirements that the Elections Office needs to fulfill, such requirements need to be listed in the resolution.

6. **RETURN TO VOTER REGISTRATION AND ELECTIONS**

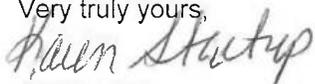
- ▶ Your Resolution
- ▶ Publication of Notice of Election Form
- ▶ Notice of Election
- ▶ Certification of maps and boundaries

Enclosed is a sample resolution which may be of assistance to you in providing the required information. The deadline for submission of the resolution requesting consolidation with the November 3, 2020 Presidential General Election is July 1, 2020.

The nomination period for the November 3, 2020 Election is July 13, 2020 through August 7, 2020. A Candidate's Guide for the election is being prepared and will be made available all candidates at the time they obtain their nomination papers.

If you have any questions regarding the election, or require additional information or clarification of the above, please call my staff at (916) 875-6276.

Very truly yours,



Karen Startup
Campaign Services Manager
Enclosures

Voter Registration and Elections

Courtney Bailey-Kanelos
Registrar of Voters



Divisions

Campaign Services
Outreach
Precincts
Registration
Vote by Mail
Voting Systems & Technology

County of Sacramento

February 20, 2020

Victoria Hoppe, Office Manager
Del Paso Manor Water District
1817 Maryal Drive, Suite 300
Sacramento, CA 95864

RE: Elected Officials Up for Election November 3, 2020

Dear Victoria Hoppe,

Our office is preparing the Candidate's Guide and other nomination related documents pertaining to the November 3, 2020 Presidential General Election. We need to know whether the information we have is correct. Please review the list of officeholders below and indicate if changes need to be made or if the information we have is correct. If any appointments have been made to vacancies occurring after the November 2018 election, these individuals will also need to stand for election.

If there are any changes, additions, or corrections please indicate them on the list below. Once completed, please return this page by email to voters-campaignservices@saccounty.net or by fax to (916) 854-9567 to our office immediately. Please contact our office at (916) 875-6276 should you have any questions.

Sincerely,

Karen Startup
Campaign Services Manager
Sacramento County Elections

Three Directors for the Del Paso Manor Water District		Check one:
Incumbent(s):	Add / Correct Names:	
Gregory D. Schneider	_____	[] Information is correct
Robert J. Matteoli	_____	
short term	Andrew W. Ping	[] Information is incorrect; see changes

Signature: _____ Date: _____		

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Resolution Calling Presidential General Election

RESOLUTION NO. _____

_____ DISTRICT

WHEREAS, an election will be held within the _____ District that will affect the following county or counties _____ on November 3, 2020, for the purpose of electing _____ ; and

WHEREAS, a General Election will be held within the County of Sacramento on the same day;

WHEREAS, Election Code §10403 requires jurisdictions to file with the Board of Supervisors, and a copy with the Registrar of Voters, a resolution requesting consolidation with a statewide election.

THEREFORE, BE IT RESOLVED, that the _____ District requests the Board of Supervisors of Sacramento County to consolidate the regularly scheduled Presidential General Election with the statewide election to be held on November 3, 2020; and

BE IT FURTHER RESOLVED, that the (check one)

- Candidate pays at the Voter Registration and Elections office
- Candidate will be billed by the district
- District pays for the candidate statement

for the publication of the candidate's statement, pursuant to Elections Code §13307. The limitation on the number of words that a candidate may use in his or her candidate's statement is (200 or 400) _____ words; and

BE IT FURTHER RESOLVED that the District agrees to reimburse the Registrar of Voters for actual costs accrued, such costs to be calculated by the method set forth in the County's current Election Cost Allocation Procedures.

PASSED AND ADOPTED by the following vote on _____, 202__.

YES Votes	NO Votes	ABSENT	ABSTAIN
_____ (Number)	_____ (Number)	_____ (Number)	_____ (Number)

ATTEST:

General Manager

Board Secretary

PUBLICATION OF NOTICE OF ELECTION

Elections Code §12112 requires the publication of a "Notice of Election." The notice shall contain the date of the Presidential General Election, name the offices for which candidates may file, and state the qualifications required by the principal act for each office, as well as other pertinent information.

_____ (Name of District)

The Registrar of Voters will publish a combined election notice for all districts scheduled for election on November 3, 2020.

Dated:

District Secretary

NOTICE OF DISTRICT ELECTION

_____ DISTRICT

Notice is hereby given that a Presidential General Election will be held November 3, 2020 in this district. The offices for which candidates may declare their candidacy are (list title of office and number of positions):

Qualifications: Each candidate must meet the following qualifications for office as specified in the principal act or code under which this district is organized:

Code Reference:

Official declarations of candidacy for eligible candidates desiring to file for any of the elective offices may be obtained from the office of the Registrar of Voters at 7000 65th Street, Suite A, Sacramento, CA 95823-2315, on and after July 13, 2020, and must be filed not later than 5:00 p.m. on August 7, 2020. However, if a declaration of candidacy for an incumbent is not filed by August 7, 2020, any person other than the incumbent shall have until 5:00 p.m. on August 12, 2020, to file a declaration of candidacy for such office.

Appointment to each elective office will be made by the supervising authority as prescribed by Elections Code §10515 in the event there are no candidates or an insufficient number of candidates for such office and a petition for an election is not filed within the time prescribed by Elections Code §10515; that is, by 5:00 p.m. on August 12, 2020.

Dated this _____ day of _____, 202__.

(District Seal)

District Secretary



MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS DEL PASO MANOR WATER DISTRICT

November 5, 2019 at 6:30PM
1817 Maryal Drive, Suite 300, Sacramento 95864

AGENDA

Call to order:

President Lenahan called the meeting to order at 6:30 p.m.

Pledge of Allegiance:

President Lenahan led the Pledge of Allegiance.

Roll Call:

Directors Present: Marissa Burt, Trish Harrington, John Lenahan, Robert Matteoli & Gregory Schneider
Directors Absent: None
Staff Present: Leo Havener, Interim General Manager, Ken Ingle, Filed Supervisor, Victoria Hoppe, Office Manager
Legal Counsel Present: Adam Brown
Public Present: Several members of the public were in attendance.

Announcements:

There were no announcements.

Public Comment

Several members of the public addressed the Board.

Ms. Debra Sedwick read a statement regarding her concerns pertaining to the breach of the personnel files. Ms. Carol Rose raised concerns for Director Schneider gift of public funds and requested a list of the items that had been taken to the landfill and/or disposed. Ms. Rose suggested Directors Lenahan, Burt, and Schneider resign from the Board. Ms. Lori Hensley commented that she agrees with Ms. Sedwick's statement. Mr. Philip Ripplinger, a former District Director, requested his personnel file be given to him. Mr. Richard Bolton shared that he received the breach letter late and was concerned regarding his personal information being compromised. Mr. Ken Ingle shared his concern that his social security number and birth certificates could be compromised. Ms. Linda Nelson is concerned that as the spouse of a former employee her personal information may have been viewed by individuals that have no right to view her information. Mr. Roger Nelson asked that an investigation be done to determine what happened and what should be done. Ms. Lori Kalisiak stated that the District, employees and former employees are at risk. Ms. Diane Graves stated the District infrastructure needs to be improved and the Ad Hoc Committees need accountability. Mr. Dave Figueroa shared his concerns of the Board actions.

Items for Discussion and/or Action

1. Minutes of the October 1, 2019 Regular Board Meeting
Recommendation: Approve subject minutes.

Item to be brought back at December Board meeting.

2. Invoices for October 2019
Recommendation: Approve subject invoices.

Director Harrington moved to approve October 2019 invoices. Director Burt seconded.

The motion passed by four to one vote.

Ayes	Burt, Harrington, Lenahan, Schneider
Noes	Matteoli
Absent	0

3. California Special District Association 2020 CSDA Membership Renewal.
Recommendation: Approve subject invoice.

Director Harrington moved to CSDA Membership Renewal. Director Burt seconded.

The motion passed by unanimous vote.

Ayes	Burt, Harrington, Lenahan, Matteoli, Schneider
Noes	0
Absent	0

4. District Budget to Actual Comparison Fiscal Year 2018-19

Directors has several questions about the report and requested the General Manager to ask Robert Merritt, CPA to attend the December Board meeting.

5. Sacramento Suburban Water District Service Agreement update and discussion.

General Counsel Brown provided an update and intends to bring the agreement to the December Board for approval.

6. Selection of Special District Commissioner and selection of Alternate Special District Commissioner for the Sacramento Local Agency Formation Commission (LAFCo).

Ms. Lindsey Liebig, candidate for LAFCo Ballot B Alternate Commissioner, provided information about herself and answered questions from the Board.

Director Harrington moved to approve Charlea Moore for LAFCo Ballot A Commissioner. Director Burt seconded.

The motion passed by three to two vote.

Ayes	Burt, Harrington, Lenahan
Noes	Matteoli, Schneider
Absent	0

Director Harrington moved to approve Lindsey Liebig for LAFCo Ballot B Alternate Commissioner. Director Burt seconded.

The motion passed by unanimous vote.

Ayes	Burt, Harrington, Lenahan, Matteoli, Schneider
Noes	0
Absent	0

7. Association of California Water Agencies (ACWA) formally nominate and elect President and Vice President for the 2020-21 term.

No action.

Director’s Meetings and Committees (Per AB 1234)

8. Finance Ad Hoc Committee Meeting – Burt/Lenahan
No report.
9. Succession Planning Ad Hoc Committee Meeting – Harrington/Lenahan
No report.
10. Policy Manual Review Ad Hoc Committee Meeting - Harrington/Burt
No report.
11. Human Resources Ad hoc Committee Meeting – Schneider/Lenahan
No report.
12. Safety and Security Ad Hoc Committee Meeting – Burt/Schneider
No report.
13. Communication Ad Hoc Committee Meeting - Burt/Schneider
No report.
14. Regional Water Authority Meeting – Harrington/Matteoli
No report.
15. Other Reports – AB 1234
No report.

General Manager’s Report

16. Non-discussion/action items.

Interim General Manager Havener reported that he has met with four of the five Directors for the one-on-one meetings. One Director has no intention of having a one-on-one meeting with Interim General Manager Havener. Staff has received \$20,000 from delinquent accounts in one week. Bond payment coming due in January. Staff continues work on LAFCo draft MSR that is due November 22, 2019. Final MSR is scheduled to be completed in February 2020. Ken Ingle has been promoted to Field Supervisor and Victoria Hoppe has been hired as Office Manager. Operator & Maintenance Technician II interviews are scheduled.

General Counsel's Report

17. Non-discussion/action items.
No report.

Field Operations Report

18. Status of October field matters.
Directors were provided a written report.

Director's Comments/Staff Statements and Requests

Director Matteoli read a statement requesting the Ad Hoc Committees be dissolved. Director Harrington is interested in the costs for District volunteers.

Closed Session

Board went into Closed Session at _____ p.m.

19. Closed Session Pursuant to Government Code § 54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Interim General Manager

Return to Open Session

Board return from Closed Session at _____ p.m. with no action taken and no report.

Adjournment

Board adjourned at _____ pm.

Next Meeting: Tuesday, December 3, 2019 Regular Board Meeting

John Lenahan, President

ATTEST:

Leo Havener, Secretary

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
DIRECTORS
DEL PASO MANOR WATER DISTRICT**

**February 4, 2020
6:30 PM
1817 Maryal Drive, Suite 300, Sacramento**

The Board of Directors of the Del Paso Manor Water District convened a Regular Board Meeting at the District office located at 1817 Maryal Drive, Suite 300, Sacramento, California on February 4, 2020 at 6:30 p.m.

Call to Order:

President Lenahan called the meeting to order at 6:30 p.m.

Pledge of Allegiance:

President Lenahan led the Pledge of Allegiance.

Roll Call:

Directors Present: Marissa Burt, John Lenahan, Robert Matteoli, Gregory Schneider, Andrew Ping
Directors Absent: None
Staff Present: Ken Ingle - Field Supervisor
Legal Counsel Present: Kerry Fuller, Churchwell White LLP
Public Present: Approximately 10 members of the public were in attendance.

Announcements:

None

Public Comment:

Roy Wilson expressed concern about the budget and progress toward meeting the O&M reserve goal. Michael Clohossey asked if Director Ping had been sworn in prior to this meeting. President Lenahan responded affirmatively. Michael also commented that he had received the letter offering one year of identity theft protection with 30-day deadline and stated he had contacted office for details. Mary Dietz spoke on behalf of her mother, who said everyone should stop quibbling and replace the pipes. She presented John with a new desk nameplate but was informed that Directors cannot accept gifts without Board action.

Items for Discussion and/or Action:

1. Audit and Accounting Update
District CPA Robert Merritt reported that the audit is scheduled for mid-March. He said that audit must be done within one year from end of fiscal year. Robert said he performed a "hard close" on the old manual accounting books for April 2019.

Computerized books commenced on May 1, 2019. Director Burt inquired about monthly budget-to-actuals and Mr. Merritt responded that we could have either monthly or quarterly statements. He suggested that the O&M reserve be a separate account.

Michael Clohossey stated that the Master Plan dictates that O&M reserve cannot be used for Capital Improvement Projects.

Director Matteoli asked about unfunded liability and current interest rate. He advocates for paying off the unfunded liability.

Natalie Clohossey requested definitions of what is an O&M expense versus CIP.

No action was taken

2. Discussion on General Manager Position

Succession Planning Committee requested feedback on the job description and recruitment plan.

Director Burt requested that the word "Mentor" be deleted from page 2, 5th bullet.

Director Matteoli thinks timeline is too optimistic.

President Lenahan commented that the previous ad-hoc committee did phone interviews to weed out candidates that were not qualified. Director Matteoli requested that full Board be able to review all resumes.

The Board agreed to bring the resumes of all qualified candidates to the full Board for ranking and then bring top (# TBD) to the Board for interviews.

The Board is satisfied with the ad placement and ad cost recommendations of the ad-hoc committee.

President Lenahan commented about his outreach to two different companies that could provide recruitment services, CPS HR Consulting and Regional Government Services (RGS). Proposals came in too late to include in Board packet.

Public Comment:

Natalie Clohossey mentioned the savings to the District of job vacancies since mass resignation on May 31, 2019.

Debbie Simpson suggested we start internal search for two weeks and then consider RGS if no resumes are received.

Michael Clohossey suggested looking at districts that have consolidated and/or small districts for recruitment.

The Board provided direction to President Lenahan to table this agenda item and bring RGS staff and full proposal to future Special Meeting for consideration.

No Action was taken.

3. DPMWD & Sacramento Suburban Water District 2x2 Ad-Hoc Committee, appoint members to the committee

The Board of SSWD has approved our request for a 2x2 and has appointed their two representatives.

President Lenahan asked Director Matteoli to join committee but he declined. President Lenahan appointed himself and Director Burt to the 2x2 Ad-Hoc Committee.

4. Appoint Finance Standing Committee members

President Lenahan appointed himself and Director Burt to this committee.

Director Burt obtained permission to use the mission statement from the Finance Committee at Sacramento Suburban Water District.

Director Matteoli asked what staff members will attend? (Robert Merritt CPA), who will take minutes? (Director Burt), and will District Counsel attend? (No).

President Lenahan stated that 72-hour notice is required for a meeting agenda to be posted.

Director Burt moved to approve the Finance Standing Committee Mission Statement using SSWD's with some edits. Director Ping seconded.

Motion Passed

Ayes	Burt, Lenahan, Schneider, Ping
Noes	Matteoli
Absent	0

5. Authorization to provide an offer letter to water operator candidate with tentative start date in February

President Lenahan stated that the offer letter was to be signed by former GM Leo Havener but the signing did not occur. He also noted that the hiring/interview committee consisted of Mr. Havener, Roger Nelson, and Ken Ingle. Director Burt questioned why a ratepayer was involved in the hiring process and ask if he was paid. President Lenahan replied that he was not compensated.

Legal Counsel stated that the Board could assign authority to Field Supervisor Ken Ingle to hire the candidate but Director Matteoli sees a problem with Ken viewing the results of required background check and drug test. Director Matteoli also suggested that President Lenahan implement the hiring.

Director Schneider spoke to the lack of outreach. Advertising for the position consisted of a posting on the DPMWD website and an email blast from the Rural Water Authority (RWA). Field Supervisor Ken Ingle praised the job candidate and stated that he felt the hiring process was fair.

Director Ping moved to authorize President Lenahan to sign the offer letter and Director Matteoli seconded.

Motion Failed

Ayes	Matteoli, Ping
Noes	Burt, Lenahan, Schneider
Absent	0

6. Update Resolution Number 20191001 regarding Umpqua Bank Credit Card

President Lenahan spoke to the problem of having specific names on the credit cards. He suggested we remove the names and use only job positions.

Director Schneider moved to approve the amended Resolution and Director Burt seconded.

Mike Clohossey noted that the bank may not accept the Resolution without user names.

Motion Passed

Ayes	Burt, Lenahan, Matteoli, Schneider, Ping
Noes	0
Absent	0

7. Update Resolution Number 20191002 regarding Paid Vacation Leave and Holidays

President Lenahan tabled this item due to Resolution lacking Exhibit A

8. Policy on attaching ratepayer statements to official board minutes

It was discussed by the Board and agreed that written statements will be referenced in the minutes and the Secretary of the Board is responsible for seeing that the statements are placed in a retrievable file. This will be implemented beginning with the March 2, 2020 Regular meeting.

9. CSDA BOD Call for Nominations Seat C

There were no volunteers therefore no action was taken

10. Minutes

- a) Director Schneider moved to approve the December 3, 2019 Regular Board Meeting minutes with edits. Director Matteoli seconded.

Motion Passed

Ayes	Burt, Lenahan, Matteoli, Schneider
Noes	0
Abstain	Ping

- b) Director Matteoli moved to approve the December 18, 2019 Special Board Meeting minutes with edits. Director Schneider seconded.

Motion Passed

Ayes	Burt, Lenahan, Matteoli, Schneider
Noes	0
Abstain	Ping

- c) Director Burt moved to approve the January 7, 2020 Regular Board Meeting. Director Matteoli seconded.

Motion Passed

Ayes	Burt, Lenahan, Matteoli, Schneider
Noes	0
Abstain	Ping

- d) Director Burt moved to approve the January 14, 2020 Special Board Meeting minutes with edits. Director Matteoli seconded.

Motion Passed

Ayes	Burt, Lenahan, Matteoli, Schneider
Noes	0
Abstain	Ping

- e) Director Burt moved to approve the January 23, 2020 Special Board Meeting minutes with edits. Director Matteoli seconded.

Motion Passed

Ayes	Burt, Lenahan, Matteoli, Schneider
Noes	0
Abstain	Ping

11. Warrants list for January 2020

Director Burt requested that staff salaries with both payroll and taxes be added back to list. President Lenahan directed staff to add a title to the chart.

Director Burt moved to approve the Warrants List for January 2020. Director Schneider seconded.

Motion Passed

Ayes	Burt, Lenahan, Matteoli, Schneider, Ping
Noes	0
Abstain	0

Director's Meetings and Committees (Per AB 1234):

12. Succession Planning Ad-Hoc Committee
See Agenda Item #2

13. Regional Water Association
No Report

14. Other Reports – AB 1234
President Lenahan reported that the Mutual Aid Agreement with Sacramento Suburban Water District has been extended until Feb. 20, 2020
President Lenahan attended a LAFCO meeting along with Dan York and received an extension on the MSR until Summer 2020
President Lenahan also attended the Regular Board Meeting of SSWD on January 27, 2020

General Counsel's Report:

15. Non-discussion/action items
Kerry Fuller of Churchwell White LLP informed us that they received a flash drive from former General Counsel Adam Brown

Field Operations Report:

See provided Field Report for January 2020

Directors and/or Staff Comments, Statements, and Requests. The Board and District staff may ask questions for clarification and make brief announcements or comments. Board members may also request staff to report back on a matter, or direct staff to place a matter on a subsequent agenda.

Director Burt requested that three items be added to the March 2, 2020 Regular Meeting agenda: 1) Dues for SRWA, 2) Discuss hiring of a new engineering firm, 3) Discuss Master Plan

Director Matteoli requested that the May 2020 Regular Meeting be moved to second Tuesday of the month. He noted that the April 24th and May 2nd minutes are not posted on website. Director Matteoli also expressed concern for Director Schneider taking the minutes as Interim Board Secretary. He feels it may compromise his ability to fully engage in meeting proceedings.

Director Matteoli provided a six-page document titled "Public Records Request since February 2017" and requested that it be added to the file for this meeting.

Closed Session (Closed Session Items are not open to the public)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of GOVERNMENT CODE § 54956.9 Number of potential cases: 3

Return to Open Session:

The attorney reported out that by a 4 to 1 vote, the Board directed counsel to retain a third-party investigator to review the circumstances of the May 31, 2019 departure of three employees.

Adjournment:

President Lenahan adjourned the meeting at 11:59 p.m.

Next scheduled meeting: March 3, 2020 Regular Board Meeting

John Lenahan, President

Gregory Schneider, Secretary

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS
DEL PASO MANOR WATER DISTRICT**

**FEBRUARY 11, 2020
6:30 PM
1817 Maryal Drive, Suite 300, Sacramento**

The Board of Directors of the Del Paso Manor Water District convened a Special Board Meeting at the District office located at 1817 Maryal Drive, Suite 300, Sacramento, California on February 11, 2020 at 6:30 p.m.

Call to Order:

President Lenahan called the meeting to order at 6:30 p.m.

Pledge of Allegiance:

President Lenahan led the Pledge of Allegiance.

Roll Call:

Directors Present: Marissa Burt, John Lenahan, Robert Matteoli, Gregory Schneider, & Andrew Ping
Directors Absent: None
Staff Present: Ken Ingle - Field Supervisor
Legal Counsel Present: None
Public Present: Several members of the public were in attendance.

Announcements:

None

Public Comment:

Osmar Macias inquired about the January 2020 Meeting chart that showed President Lenahan attending 15 compensated meetings in the month, 5 over the monthly limit. President Lenahan explained that five of the meetings were actually held in December 2019.

Items for Discussion and/or Action:

1. Discuss proposal from Regional Government Services regarding General Manager:

Bobbi Bennet and Kay Randolph of Regional Government Services (RGS) gave a presentation about their organization and how they can assist our District with the search for a new General Manager. They informed us that they only work with public agencies, their employees are mostly retired from public service, and they have no office building which helps keep down overhead. This is a customized approach charged by the hour, typically with a "not-to-exceed". RSD recently worked with Sacramento Suburban Water District to assist them with finding a new Director of Finance.

The proposal is \$15,000 not-to-exceed amount for hours worked. The District would be invoiced for advertising costs, printing/copying fees, or any other direct costs.

Director Matteoli asked about PERS issues and questioned if our legal counsel had reviewed the proposal. He indicated he would not support this proposal due to the process.

Director Ping commented that they are able to cast a wider net than doing the search in-house.

Director Schneider moved to engage with RGS for a not-to-exceed of 10k. That motion died for lack of a second. He then changed the NTE amount to 12k, and that motion also died.

Director Ping moved to engage with RGS for the GM search with a Not-to-Exceed of \$15,000, which would include all direct costs, subject to legal review of contract by general counsel.

After public comment and further discussion by the Board, Director Burt seconded the motion.

Motion Passed

Ayes	Burt, Lenahan, Schneider, Ping
Noes	Matteoli
Absent	0

2. Discuss O&M Tech II Position
 - a. Regional Government Services (RGS)

Director Burt stated that the Board should not be doing staff work such as hiring. She spoke with GM Dan York at Sacramento Suburban Water District about assisting us with hiring process and he agreed to help.

Director Ping suggested making Field Supervisor Ken Ingle the temporary GM so that he could hire Alex Lazaro in order to have coverage while Ken is out on medical leave.

Ken Ingle requested that President Lenahan sign the offer letter to hire Alex Lazaro. John declined this request due to what he perceived as a flawed hiring process.

Bobbi Bennett and Kay Randolph-Pollard of RGS proposed helping DPMWD hire an O&M Tech II for a Not-to-Exceed of \$5,000 including all direct costs.

Public Comment:

Michael Clohossey cautioned against using SSWD for hiring and suggested job candidate Lazaro be included in the next hiring effort if we decide to use RGS.

Natalie Clohossey suggested we have Dan York conduct a new interview for Lazaro.

Director Burt moved to engage RGS for assistance with hiring an O&M Tech II with a Not-to-Exceed of \$5,000, subject to legal review of contract by general counsel. Director Schneider seconded.

Motion Passed

Ayes	Burt, Lenahan, Schneider, Ping
Noes	Matteoli
Absent	0

3. Discuss outsourced HR and Payroll

Bobbi Bennet of RGS stated that they could provide HR services but not payroll. The Board suggested that President Lenahan table this item until new GM is on board. No action was taken.

4. Discuss General Manager Position

- a. Succession Planning Committee recommendations were tabled due to decision to hire RGS for recruitment effort. President Lenahan recommended approving the revised GM job description in order to facilitate the hiring process. Director Burt moved to approve the revised General Manager job description with one edit. Director Schneider seconded.

Motion Passed

Ayes	Burt, Lenahan, Schneider, Ping
Noes	Matteoli
Absent	0

5. Re-appoint Succession Planning Committee

President Lenahan removed himself from this ad-hoc committee and appointed Director Ping to serve with Director Schneider.

Adjournment:

President Lenahan adjourned the meeting at 8:18 p.m.

Next scheduled meeting: March 3, 2020 Regular Board Meeting

John Lenahan, President

Gregory Schneider, Secretary

**Del Paso Manor Water District
Vendors Paid - February 2020**

VENDORS NAME	DESCRIPTION	AMOUNT	CHECK #
ACWA JPIA	Health	\$236.63	9491
ACWA JPIA	Worker's Comp, Q2	\$996.36	9471
ADP	Payroll	\$8,907.98	left
ADP Taxes	Payroll Taxes	\$3,000.76	left
AT&T	Phone	\$58.85	9483
AT&T	Phone	\$194.32	9489
AT&T	Phone	\$69.81	9473
AT&T Mobility	Cell Phones; iPads	\$273.11	9472
CalPers	Health	\$7,686.93	left
CalPers	Employee Cont. - Pepra	\$624.40	left
CalPers	Employee Cont. - Classic	\$1,268.42	left
Churchwell White, LLP	Services Rendered Through December 2019	\$15,766.82	9456
City of Sacramento - Revenue Division	July-Dec. 2019 Diversion Billing	\$2,914.34	9478
DEX.YP	yellow pages	\$15.50	9477
Dionne Choyce	Reimbursement for over pmt on account #2738	\$1,192.10	9476
Emigh Hardware	Material/Supplies	\$58.61	9494
Inland Business Systems	Photocopy machine	\$177.12	9486
Legacy Cleaning Services	Maryal office	\$445.00	9488
MailRite	January / February Billing	\$1,296.86	9487
Office Depot	Office Supplies	\$180.38	9493
People Ready	Labor Help	\$786.00	9490
PG&E	Gas	\$9.68	9497
Robert Merritt	Services Through January	\$1,575.00	9485
Smud	Power	\$1,359.00	9480
Smud	Power	\$4,049.17	9481
Stericycle Communication Solutions	answering service	\$430.30	9479
Streamline	Website	\$200.00	9475
Terrapin Technology Group	Software / Computers	\$139.10	9492
Uinta Holdings, LLC	March Rent	\$2,045.00	9495
Voya	January Emp. Contribution	\$400.00	9496
Wex Bank	Gas	\$92.33	9474

**Del Paso Manor Water District
BOD Compensation Expense Summary
February 2020**

FEBRUARY 2020 MEETINGS		BURT	LENAHAN	MATTEOLI	PING	SCHNEIDER	ADHOC MONTHLY COUNT
Board Meetings							
2/4/2020	DPMWD - Regular Board Meeting	1	1	1	1	1	
2/11/2020	DPMWD - Special Board Meeting	1	1	1	1	1	
	DPMWD - Emergency Board Meeting						
ADHOC Committee Meetings							
2/25/2020	Succession Planning Committee: Ping/Schneider				1	1	
Other Meetings							
	American Water Works Association (AWWA)						
	Association of California Water Agencies (ACWA)		4				
	Attorney Meeting						
	California Rural Water Authority (CRWA)						
	California Special District's Association (CSDA)						
	DPMWD - AB1234 Ethics Training						
	DPM		1				
2/5/2020	LAFCO Meeting		1				
	Regional Water Authority (RWA)						
	Sacramento Groundwater Authority (SGA)						
2/13/2020	Sacramento Suburban Water District (SSWD)	1	2				
	Sexual Harassment Prevention Training (AB1825)						
	Water Forum						
February Monthly Meeting Totals							
	TOTAL MEETINGS	3	10	2	3	3	0
	TOTAL COMPENSATED MEETINGS						
	TOTAL COMPENSATION	\$300	\$1,000	\$200	\$300	\$300	

Field Report – February 1 thru 20, 2020

Submitted by Ken Ingle

Summary:

Busy work this month.

Leaks:

- 3 Customer side leaks
- 0 Corp to Curb leaks (district responsibility)
- 0 Main line leaks

Complaints:

None.

Field Misc.:

- 7 service calls (other than leak related)
- 20 USAs (Underground Service Alerts) were received and our facilities marked.
- Well 8: Additional flushing due to Odell's using the wrong oil. Per SWRCB samples were taken to determine if any oil entered the well. Results are pending.
- Well 2: project is on hold until Well 8 is resolved.
- The following reports were (will be) submitted to the SWRCB:
 - The Monthly coliform report for January will be submitted by the week of 2/10/2020.
 - Quarterly report will be submitted by the week of 2/10/2020.
- Distribution system bacteriological samples taken in January were "absent" of coliform (1 report is still pending).
- I attended the SAWWA meeting on 2/2/20.
 - Need to plan 2020/2021 budget to include cost of doing Cyber Security Risk and Resilience Assessment (due 6/30/2021)
 - Meter testing is not required for small districts at this time.
- SSWD coverage of field operations has been finalized and all information requested has been shared
 - Delivered notices to houses near well sites informing that SSWD will be covering field operations until my return to work.

Projects:

- DPM Elementary School: no update
- Dutch Bros. passed our final inspection on 2/11/20. Final sign-off given.
- 3600 Winding Creek
 - Field meeting with owner, building contractor and GM Construction who they are hiring to install 6" tee, new 6" valve and new hydrant per Fire Dept. Plans and fees soon.
- 3627 Winding Creek
 - Fee estimate and information they need to include on plans has been sent to contractor.