

*1902 - Serving Our Community for over 115 Years - 2021*  
**WEST BAY SANITARY DISTRICT  
AGENDA OF BUSINESS  
REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, MAY 12, 2021 AT 7:00 P.M.  
RONALD W. SHEPHERD ADMINISTRATION BUILDING,  
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025**

**Board Members**

Fran Dehn, President  
David Walker, Secretary  
Roy Thiele-Sardiña, Treasurer  
Edward P. Moritz, Member  
George Otte, Member

**District Manager**

Sergio Ramirez

**District Legal Counsel**

Anthony Condotti, Esq.

**AGENDA OF BUSINESS**

**NOTICE OF PUBLIC PARTICIPATION BY TELECONFERENCE ONLY**

Pursuant to Governor Newsom's Executive Order N-29-20, members of the West Bay Sanitary District Board of Directors and Staff may participate in this meeting via a teleconference. In the interest of reducing the spread of COVID- 19, members of the public are allowed to participate telephonically only, and may submit comments in advance by email addressed to [treese@westbaysanitary.org](mailto:treese@westbaysanitary.org) by 4:00 p.m. on Wednesday, May 12<sup>h</sup>.

To participate by telephone or Zoom meeting, public comments can be made by joining Zoom meeting at: <https://zoom.us/j/97292807064?pwd=SHB4ajZOeXFUQTARA0ZxNXd5TFdwZz09>  
Meeting ID: 972 9280 7064 Passcode: 788031

Or by phone, call: 1-669-900-6833 Meeting ID: 972 9280 7064 Passcode: 788031

Following receipt of public comment and open session items, the Board will adjourn to closed session. Reportable action, if any, will be available upon inquiry within twenty-four (24) hours.

***NOTE: The Board may take action on any agendized item unless specifically designated a "discussion" item or a "report."***

1. Call to Order and Roll Call
2. Communications from the Public
3. Consideration to Adopt Resolution Certifying the Final Environmental Impact Report and Adopt the Mitigation Monitoring and Reporting Program for the Flow Equalization & Resource Recovery Facility Levee Improvement and the Bayfront Recycled Water Treatment Facility Project Pg. 3-1
4. Consideration to Adopt Resolution Approving the Flow Equalization & Resource Recovery Facility Levee Improvement and the Bayfront Recycled Water Treatment Facility Project Pg. 4-1
5. 1) Adoption of a Resolution to Amend West Bay Sanitary District Amended and Restated Franchise Agreement with Recology San Mateo to Add an Additional Route for Collection of Bulky Items and Abandoned Waste, and

2) Adoption of a Resolution approving a Third Amendment to the South Bayside Waste Management Authority (SBWMA) Joint Powers Authority Agreement (Agreement) for the Purpose of Updating and Conforming Provisions of the Agreement Pg. 5-1

6. Consent Calendar

*Matters listed under this item are considered routine and will be enacted by one motion. The motion, seconds, and vote are applicable to any included resolutions and recorded accordingly. There will be no separate discussion of these items unless specifically requested by a member of the Board.*

- A. Approval of Minutes for Regular meeting April 28, 2021 Pg. 6A-1
  - B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru April 30, 2021 Pg. 6B-1
  - C. WBSD Operations and Maintenance Report – April 2021 Pg. 6C-1
  - D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – April 2021 Pg. 6D-1
  - E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – April 2021 Pg. 6E-1
  - F. Consider Resolution Authorizing the President and Secretary to Enter into Agreement Creating Covenants Running With the Land for 30 Cheyenne Point, Portola Valley Pg. 6F-1
  - G. Consideration of Resolution Authorizing President and Secretary of the District Board to Enter into Reimbursement Agreement Between the Bandel and Paula Carano Trust and the West Bay Sanitary District Pg. 6G-1
  - H. Consideration of Resolution Authorizing President and Secretary of the District Board to Enter into Reimbursement Agreement Between Rebecca Flynn, Alexander Moissis & William Kelly and the West Bay Sanitary District Pg. 6H-1
7. Consider Authorizing District Manager to enter into Agreement for Engineering and Geotechnical Services for the “New Metal Storage Building” with Freyer & Laureta, Inc. Pg. 7-1
8. Consider a General Regulation Amending the Code of General Regulations for Section 901. Sewer Connection Charges (03) Charges by Type of Connection – Accessory Dwelling Unit Pg. 8-1
9. Consideration to Approve the Financial Statements FY 2020-21, Third Quarter Ending 3/31/2021 Pg. 9-1
10. Consideration to Approve Payoff of District’s Unfunded Accrued Liability with California Public Employees Retirement System Pg. 10-1
11. District Manager’s Report Pg. 11-1
12. Consideration to Approve Resolution Updating District Personnel Policies Pg. 12-1
13. May 12<sup>th</sup> Update Report on District Response to Corona Virus Pg. 13-1
14. Report and Discussion on Sharon Heights Recycled Water Plant Pg. 14-1
15. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 15-1
16. Report and Discussion on South Bayside Waste Management Authority (SBWMA) Pg. 16-1
17. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 17-1

18. Closed Session

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/CONF. WITH LABOR NEGOTIATORS  
Agency designated representatives: District Manager/Legal Counsel  
Unrepresented & Exempt employees: Unrepresented & Exempt Staff
- B. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
(Subdivision (a) of Section 54956.9)  
Chan, Moreno, Vestnys, Pebbles v. WBSD – San Mateo County Court Case No.  
19CIV07567

19. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda

20. Adjournment

The West Bay Sanitary District does not discriminate against persons with disabilities. Upon request, the agenda and agenda packet can be provided in a format to accommodate special needs. If you require a copy of the agenda or related materials in an alternative format to accommodate a disability, or if you wish to attend this public meeting and will require special assistance or other special equipment, please call the District at (650) 321-0384 at least five days in advance and we will make every reasonable attempt to provide such an accommodation.

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 3

**To:** *Board of Directors*

**From:** *Bill Kitajima, Projects and IT Manager  
Jonathan Werness, Engineering Technician*

**Subject:** *Consideration to Adopt Resolution Certifying the Final Environmental Impact Report and Adopt the Mitigation Monitoring and Reporting Program for the Flow Equalization & Resource Recovery Facility Levee Improvement and the Bayfront Recycled Water Treatment Facility Project*

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### Background

The District has been working on the California Environmental Quality Act (CEQA) document for the Levee Improvement and Bayfront Recycled Water Treatment Facility Project at the Flow Equalization and Resource Recovery Facility (FERRF). The levee improvement portion of the project will build up the levees and protect the twenty acre site from King Tide flooding, and sea level rise to prevent inundation of this facility that must be located at its current site within the flood zone. The proposed recycled water treatment facility will need these levee improvements to protect the site. The Final Environmental Impact Report (FEIR) and Mitigation Monitoring and Reporting Program (MMRP) is now complete and ready for certification.

Final Decision Process for CEQA is as follows:

- 1) The District, as the lead agency, must consider and certify the final EIR.
    - a) Is complete and in compliance with CEQA
    - b) Was presented and reviewed by the decision-making body prior to approving the project.
    - c) Reflects the lead agency's independent judgment and analysis.
  - 2) The lead agency must make findings - No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
    - a) Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effect as identified in the final EIR.
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- b) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
  - c) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.
- 3) The lead agency must approve or deny the Project. After considering the final EIR and in conjunction with making findings under [14 CCR Section 15091](#), the lead agency may decide whether or how to approve or carry out the project. A public agency shall not decide to approve or carry out a project for which an EIR was prepared unless either the project as approved will not have a significant effect on the environment, or the agency has:
- a) Eliminated or substantially lessened all significant effects on the environment where feasible as shown in findings under Section 15091, and
  - b) Determined that any remaining significant effects on the environment found to be unavoidable under [Section 15091](#) are acceptable due to overriding concerns as described in [Section 15093](#). In other words, a Statement of Overriding Considerations is required when Approval of projects with significant environmental impacts 'Economic, social, or other considerations make it infeasible to fully mitigate.
- 4) The Final CEQA Step: Filing of the Notice of Determination (NOD) shall be filed within 5 working days after project approval and Posted with the county clerk and State Clearinghouse for at least 30 days.

### Analysis

In accordance with CEQA, an EIR was prepared to analyze the potential environmental effects of the project, both individually and cumulatively.

In accordance with Section 15082 of the CEQA Guidelines, a Notice of Preparation (NOP) was published on May 18, 2020 for a 30-day comment period which indicated the District's intent to prepare an EIR for the project. The NOP was delivered to the State Clearinghouse and distributed to Federal, State, Regional, and City agencies, neighborhood groups, and occupants and owners within a ½ mile radius of the Project site and was published on the District's website. Additionally, a public scoping meeting was held on June 3, 2020 to present the project and receive comments on the scope of the Draft EIR. The comment period deadline for the NOP was June 22, 2020 and the comments received were incorporated into sections of the Draft EIR including Biological Resources Report, Cultural Resources Report, Historic Resource Evaluation Report, and the Hydrology Report.

The District Board at the December 9, 2020 meeting authorized the District Manager to publish a Notice of Completion and Public Availability of the Draft EIR. Under CEQA, the Draft EIR public review period lasts for 45 calendar days. Since the Draft EIR is required to be reviewed by State agencies, it is also submitted to the State Clearinghouse (SCH) for distribution to State agencies for review. This project is registered under the SCH and the Draft EIR has been issued SCH#2020050414 as its filing number.

The Notice of Completion and Public Availability of the Draft EIR was published on December 15, 2020 which started the 45-day comment period for the Draft EIR. The 45-day public comment period closed on February 1, 2021 and the District received comments from the following:

State Agencies:

- California Department of Fish and Wildlife (CDFW)
- California Department of Transportation (Caltrans)
- State Lands Commission (SLC)

Local Agency:

- San Mateo County Local Agency Formation Commission (LAFCO)

Public:

- Amah Mutsun Native American Tribe (Amah Mutsun)

The District provided written responses in electronic format to the public agencies that provided comment on April 8 and April 9, 2021. CEQA requires responses be submitted at least 10 days prior to certifying an EIR.

With comments in hand, the Final EIR was prepared per CEQA Guidelines section 15132 and included:

- The Draft EIR
- A list of all commenters on the Draft EIR
- Comments received on the Draft EIR
- Written responses to each CEQA related comment received
- Revisions to Draft EIR text to reflect input received in the comment letters
- Revised Biological Resources Report

Prior to approving a project, the lead agency shall certify that:

- The final EIR has been completed in compliance with CEQA;
- The final EIR was presented to the decision-making body of the lead agency, and that the decision-making body reviewed and considered the information contained in the final EIR prior to approving the project; and

- The final EIR reflects the lead agency's independent judgment and analysis.

The Final EIR is available online at

<https://www.dropbox.com/sh/a7opv9tvxehr30c/AACDZJ792jJoluZSmXj5eoiQa?dl=0>

The Final EIR identifies potentially significant impacts that will be reduced to a less-than-significant level with specified mitigation measures for the following resource topics: Aesthetics, Air Quality, Biological Resources, Cultural Resources, Hazards and Hazardous Materials, Noise, and Transportation and Traffic. The Mitigation Monitoring and Reporting Program (MMRP) is provided in the Board packet for review.

The CEQA definition of a Project is an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and which is any of the following: (1) An activity directly undertaken by any public agency; (2) An activity undertaken by a person which is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies; and (3) An activity that involves the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies (CEQA Guidelines).

Under CEQA, approval of the Project requires adoption of the EIR and MMRP. The MMRP provides a commitment to mitigate potential environmental impacts associated with implementation of the Project. The Board shall adopt the EIR only if it finds on the basis of the whole record (including the draft EIR and any comments received), that there is no substantial evidence that the Project will have a significant effect on the environment and that the EIR reflects the WBSD's independent judgment and analysis.

#### Fiscal Impact

None at this time. There is no direct fiscal impact associated with adopting the resolution certifying the EIR. Implementation of the MMRP will be required when the Project is constructed. The lead agency must approve or deny the Project per CEQA, but approving the project does not require the District to build such project.

#### Recommendation

The Projects and IT Manager recommends the District Board 1) adopt the resolution certifying the Final Environmental Impact Report for the Flow Equalization & Resource Recovery Facility Levee Improvement and the Bayfront Recycled Water Treatment Facility Project; 2) Adopt the MMRP for the project; 3) Direct the District Manager to prepare and file the Notice of Determination.

**RESOLUTION NO. \_\_\_\_\_ (2021)**

**IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

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BE IT RESOLVED, by the District Board of West Bay Sanitary District, County of San Mateo, State of California, as follows:

**ENVIRONMENTAL IMPACT REVIEW**

**Name of Project:** Flow Equalization and Resource Recovery Facility Levee Improvements & Bayfront Recycled Water Facility Project

**Location:** Flow Equalization and Resource Recovery Facility Levee Improvements & Bayfront Recycled Water Facility Project proposes to make improvements/repairs to existing levees to ensure the existing Flow Equalization and Resource Recovery facility remains protected from adjacent Bay/tidal waters during flood events and as sea levels rise.

The proposed project is located at the District's 20-acres Menlo Park Flow Equalization Facility (FEF) site, which is at the end of Marsh Road in Menlo Park, adjacent to Bedwell Bayfront Park, on the edge of the San Francisco Bay. The FEF contains open basins that provide temporary wet weather storage for the District's combined sewer and stormwater flows. The existing levees surrounding the site were built in the late 1960's and are not currently certified by the Federal Emergency Management Agency to protect the site from the 100-year flood event. Therefore, the levees require improvement/repairs to ensure the facility remains protected from adjacent Bay/tidal waters during flood events and as sea levels rise.

The levee improvements consist of sheet pile installation (large sheets of metal inserted into the ground that rise above the ground surface) and the reconfiguration of a portion of the existing levee into an ecotone levee, also known as a "living shoreline." Ecotone levees are a nature-based adaptation measure comprising gentle slopes or ramps that provide a gradual transition zone between tidal marshes and flood risk management levees. They stretch from the levee crest to the marsh surface and can provide wetland-upland transition zone habitat when properly vegetated with native grasses, rushes, and sedges. They can attenuate waves, provide high-tide refuge for marsh wildlife, and allow room for marshes to migrate upslope with sea level rise.

In addition to flood improvements, the project would also install a new satellite water recycling facility (WRF) at the site. The WRF would typically produce 0.5 million gallons per day (MGD) of recycled water (approximately 225 acre-feet per year) on average, it would have a design capacity of 1.0 MGD. Other than the WRF itself, the system would require new influent and effluent pump stations and piping to transport the recycled water to customers (end users) in the Menlo Park Bayshore area. Pipeline alignments primarily utilize existing street rights-of-way for installation. The WRF also includes a bayside discharge for WRF brine.

Entity or Person Undertaking Project: West Bay Sanitary District

Determination of the District Board:

The District Board hereby certifies that it has reviewed the Final Environmental Impact Report prepared for this project and has considered the contents thereof. The Board finds that this document is adequate for use by the District in its review of the project.

The District Board certifies that the Final Environmental Impact Report has been prepared and completed in compliance with the California Environmental Quality Act and the State Guidelines.

The District Board finds that the Final Environmental Impact Report identifies potentially significant impacts that will be reduced to a less-than-significant level with specified mitigation measures for the following resource topics:

- Aesthetics,
- Biological Resources,
- Cultural, Historic, and Tribal Cultural Resources,
- Geology and Soils

The District Board further finds that for each of these significant effects.

√ Changes or alterations have been required in, or incorporated, into the Project which mitigate or avoid the significant environmental effects thereof as identified in the Final Environmental Impact Report. The Final Environmental Impact Report contains the required changes or alterations.

N/A Such changes or alterations are within the responsibility and jurisdiction of a public agency other than the District. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

N/A Specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the Final EIR.

The District Board hereby adopts the Mitigation Monitoring and Reporting Program and commits to implementing all mitigation measures associated with the Project.

The District Board finds on the basis of the whole record (including the Final Environmental Impact Report and any comments received), that there is no substantial evidence that the Project will have a significant effect on the environment and that the Final Environmental Impact Report reflects the District's independent judgment and analysis.

Based upon the foregoing, and upon compliance with District regulations and requirements, as applicable, the Environmental Impact Review is hereby:

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

The District Manager of West Bay Sanitary District is directed to prepare a Notice of Determination pursuant to the provisions of the State Guidelines Implementing the California Environmental Quality Act. The District Manager is ~~(further)~~ (not) directed to prepare and file a Statement of Overriding Consideration pertaining to the approval of the Environmental Impact Review pursuant to the provisions of the same Guidelines.

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Passed and adopted by the District Board of West Bay Sanitary District at a special meeting thereof held on the 12<sup>th</sup> day of May 2021, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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President of the District Board of the  
West Bay Sanitary District of San Mateo  
County, State of California

Attest:

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Secretary of the District Board of the  
West Bay Sanitary District of San Mateo  
County, State of California

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# **Mitigation Monitoring and Reporting Program**

**The West Bay Sanitary District  
Flow Equalization & Resource Recovery  
Facility Levee Improvements & Bayfront  
Recycled Water Facility Project**

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**May 2021**





## **MITIGATION MONITORING AND REPORTING PROGRAM**

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This Mitigation, Monitoring and Reporting Program (MMRP) has been prepared pursuant to the CEQA Guidelines, which state:

“When adopting a final EIR with findings as required under 14 CCR section 15091(a)(1) the lead agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to mitigate or avoid significant environmental effects” (§15097(a)) and;

“The Lead Agency may choose whether its program will monitor mitigation, report on mitigation, or both. “Reporting” generally consists of a written compliance review that is presented to the decision-making body or authorized staff person. A report may be required at various stages during project implementation or upon completion of the mitigation measure. “Monitoring” is generally an ongoing or periodic process of project oversight. There is often no clear distinction between monitoring and reporting and the program best suited to ensuring compliance in any given instance will usually involve elements of both.” (§15097 (c))

The table beginning on the next page list the impacts, mitigation measures, and timing of the mitigation measure (when the measure will be implemented) related to the West Bay Sanitary District (District) Flow Equalization & Resource Recovery Facility (FERRF) Levee Improvements & Bayfront Recycled Water Facility (RWF) project. All mitigation measures listed here will be implemented by the District, or by the District’s appointees.

According to CEQA Guidelines section 15126.4 (a) (2), “Mitigation measures must be fully enforceable through permit conditions, agreements, or other legally-binding instruments. In the case of the adoption of a plan, policy, regulation, or other public project, mitigation measures can be incorporated into the plan, policy, regulation, or project design.” Therefore, all mitigation measures as listed in this MMRP will be adopted by the District when the project is approved.

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Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
<p><b>Impact AES-1:</b> The project proposes the removal two trees at the IPS site which is noted as a view corridor in Menlo Park’s Land Use Element.</p>	<p><b>Mitigation Measure AES-1: Replacement Landscaping.</b> The District shall provide replacement landscaping trees for any trees removed as part of the project. Placement/location and species of the replacement landscaping will be designed so that adequate sight distance for turning vehicles at the intersection of Bayfront Expressway and Marsh Road is maintained.</p>	<p><b>Implementation:</b> The District shall prepare replacement landscaping plans as part of the project’s final design plans and specifications.</p> <p><b>Timing:</b> Prior to completion of the final design plans and specifications.</p>	<p><b>Monitoring:</b> The District.</p> <p>Initials: _____</p> <p>Date: _____</p>
<p><b>Impact AES-2:</b> Implementation of the proposed project could result in new sources of light and glare that could affect day or night-time views in the project area.</p>	<p><b>Mitigation Measure AES-2: Exterior Lighting.</b> To avoid and minimize light spillage and glare from exterior light fixtures, the District shall, to the maximum extent feasible:</p> <ul style="list-style-type: none"> <li>• Mount light fixtures as low as possible and orient the fixtures away from adjacent land uses</li> <li>• Equip all exterior light fixtures with shields, hoods, or guards that direct light down towards the ground surface</li> <li>• Use the minimum number of fixtures and minimum lighting levels necessary to provide sufficient security lighting</li> </ul>	<p><b>Implementation:</b> The District shall review proposed lighting plans in the project plans and specifications to ensure it is consistent with this mitigation measure.</p> <p><b>Timing:</b> Prior to completion of the final design plans and specifications.</p>	<p><b>Monitoring:</b> The District.</p> <p>Initials: _____</p> <p>Date: _____</p>
<p><b>Impact BIO-1:</b> The proposed project</p>	<p><b>Mitigation Measure BIO-1a: Pre-Activity Surveys for Special-Status Plants.</b> Prior to initial ground disturbance in grassland and wetland</p>	<p><b>Implementation:</b> Qualified biologist</p>	<p><b>Monitoring:</b> The qualified biologist</p>

Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
<p>may result in significant impacts to special-status plants due to disturbance or destruction of individuals or suitable habitat.</p>	<p>habitats and during the appropriate blooming period (Coastal marsh milkvetch and Point Reyes bird's-beak, June–October; Congdon's tarplant, May–November; saline clover, April–June), a focused survey for these four potentially occurring special-status plant species will be conducted by a qualified botanist in accordance with the <i>Protocols for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Natural Communities</i> within suitable habitat in the project footprint and a 50-foot buffer around the project footprint. The purpose of the survey is to assess the presence or absence of the potentially occurring species. If none of the target species are found in the impact area or the buffer, then no further mitigation is required. If Point Reyes bird's-beak, Coastal marsh milkvetch, Congdon's tarplant, or saline clover individuals are found in the impact area, then Mitigation Measure BIO-1b will be implemented. The results of the survey will be documented, and all rare plant discoveries shall be reported to CDFW's California Natural Diversity Database.</p> <p><b>Mitigation Measure BIO-1b: Avoidance Buffers.</b> The project proponent, in consultation with a qualified plant ecologist, will take measures to protect all populations of special-status plant species found to occur within the project site or within 50 feet of the impact area. Avoided special-status plant populations will be protected by establishing and observing the identified buffer between plant populations and the impact area. All such populations located in the impact area or the buffer, and their associated designated avoidance areas, will be clearly depicted on any construction plans. In addition, prior to initial ground disturbance or vegetation removal, the limits of the buffer around special-status plants to be avoided and will be flagged or fenced. The flagging will be maintained intact and in good condition throughout project-related construction activities.</p> <p>If complete avoidance is not feasible, then the appropriate resource agencies will be consulted to determine the appropriate measures to take, which may include salvage of seeds and/or plants, relocation of individual plants, and/or off-site preservation, enhancement, and management of occupied habitat for the species.</p>	<p>(Mitigation Measure BIO-1a) and construction workers under supervision of a qualified biologist (Mitigation Measure BIO-1b).</p> <p><b>Timing:</b> Prior to start of construction activities during appropriate bloom periods.</p>	<p>shall prepare a memo or letter report documenting the methods and results of the special-status plant surveys to be submitted to the District. If Mitigation Measure BIO-1b is required, the District or its contractor will maintain the avoidance buffers under the supervision of a qualified biologist, and this complete measure shall be incorporated into the project specifications, bid, and contract documents. If avoidance is not feasible, the District will consult with CDFW to determine the</p>

Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
			appropriate mitigation measures.  Initials: _____  Date: _____
<p><b>Impact BIO-2:</b> The proposed project could harm special-status species, degrade surface or ground water quality, and will result in both permanent and temporary impacts to aquatic and marsh habitat during construction of the ecotone levee.</p>	<p><b>Mitigation Measure BIO-2a: Biological Monitoring During Construction in the Marsh.</b> A qualified biological monitor will be present during all construction activities within the marsh or in vegetated areas within five (5) feet of the marsh to look for special-status animals that may be impacted by construction. For example, when construction personnel need to install the ecotone levee coffer dam and remove vegetation, the biological monitor will first inspect the vegetation to determine whether any salt marsh harvest mice, salt marsh wandering shrews, or other special-status species are present. If any animals are present, they will be allowed to leave the area on their own, or the location of the in-marsh work will be adjusted to ensure that no impacts to special-status species occur. The biologist shall have stop-work authority if any special-status species is detected in an area where it may be injured or killed by construction activities. In the event that special-status species are found within or directly adjacent to the project site, a qualified biologist shall identify an appropriate no-disturbance buffer to be implemented. The results of the monitoring will be documented. If directed by the agency approved biological monitor, Mitigation Measure BIO-2b will be implemented. If directed by the approved biological monitor, Mitigation Measure BIO-3h (exclusion fencing) will be implemented. The biological monitor will also ensure that Mitigation Measures BIO-3a through k are implemented as necessary to protect special-status species. Any discoveries of special-status species shall be reported to CDFW's California Natural Diversity Database.</p> <p><b>Mitigation Measure BIO-2b: Installation of Sheet Piles, Dewatering Plan, and Relocation of Stranded Fish.</b> Sheet pile cofferdams to be</p>	<p><b>Implementation:</b> Construction workers under the supervision of a qualified biologist (Mitigation Measure BIO-2a). A qualified biologist will relocate fish (Mitigation Measure BIO-2b). The District or its contractor will implement measures to protect water quality (Mitigation Measure BIO-2c).</p> <p><b>Timing:</b> Dewatering and relocation of fish will occur prior to construction</p>	<p><b>Monitoring:</b> A qualified biologist shall prepare a fish relocation plan to be submitted and approved by NMFS, and a separate memo or letter report documenting the results of fish relocation efforts to be submitted to the District and NMFS. The District or its contractor will maintain measures to protect water quality. The text of Impact BIO-2 and mitigation measures BIO-2a through BIO-2d</p>

Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
	<p>installed prior to construction of the ecotone levee shall be installed at low tide when there is little or no water in the slough to avoid stranding fish. An agency approved dewatering plan shall be implemented if water deep enough to support fish remains within the ecotone levee work area once the sheet pile cofferdam is installed. If necessary, as the cofferdams are being placed, a qualified biologist will relocate any stranded fish to suitable habitat outside of the work area. The method of relocation will be determined by the qualified biologist, in consultation with NOAA Fisheries and/or CDFW (as appropriate), based on site conditions and species present. Implementation of this measure will avoid loss of fish due to stranding. The methods and results of fish relocation efforts will be documented. Discoveries of special-status fish species shall be reported to NOAA Fisheries and/or CDFW and entered into CDFW's California Natural Diversity Database (as appropriate).</p> <p><b>Mitigation Measure BIO-2c: Measures to Protect Water Quality.</b> During all construction in and near tidal aquatic habitat, standard BMPs will be used to minimize erosion and impacts to water quality as well as direct impacts to special-status fish. These are reported in the EIR and will be included in the SWPPP prepared for the project. Compliance measures that protect water quality help reduce potential impacts to biological resources to less than significant.</p> <p><b>Mitigation Measure BIO-2d: Noise Minimization.</b> As a Best Management Practice to minimize noise impacts, the sheet piles shall be installed using a soft-start method by pausing after the first 15 seconds at a reduced energy twice before vibrating the sheet piles in at full capacity.</p>	<p>activities in tidal aquatic habitat (Mitigation Measures BIO-2a and BIO-2b). Measures to protect water quality will occur for the duration of construction activities near tidal habitat (Mitigation Measure BIO-2c).</p>	<p>shall be incorporated into the project specifications, bid and contract documents.</p> <p>Initials: _____</p> <p>Date: _____</p>
<p><b>Impact BIO-3:</b> The proposed project could harm salt marsh harvest mouse and salt marsh wandering shrew, and will</p>	<p><b>Mitigation Measure BIO-3a: Worker Environmental Awareness Training.</b> A resource agency approved biologist will prepare a worker environmental awareness fact sheet with 1) the description and status of the species; 2) the habitat of the species; 3) the legal ramifications of impacting the species; 4) a list of measures being taken to reduce impacts on these species during project construction (including preconstruction surveys, minimizing trash that attracts predators, and other measures); and</p>	<p><b>Implementation:</b> Construction workers under the supervision of a qualified biologist (Mitigation</p>	<p><b>Monitoring:</b> A qualified biologist will submit the signed acknowledgment forms from the worker</p>

Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
<p>result in both permanent and temporary impacts to tidal and upland habitats during construction of the ecotone levee. Additionally, if the proposed project includes the installation of lighting that illuminates marsh habitat and the adjacent levees, such lighting could potentially have adverse effects on special-status species in the wetlands and adjacent levee refugia habitat.</p>	<p>5) what to do if the species are encountered. All construction personnel working on the site and in the pipeline alignments and pump station areas adjacent to wetlands will participate in a worker environmental awareness training conducted by a resource agency approved biologist, and will sign an acknowledgment that they have participated in the worker environmental awareness training.</p> <p><b>Mitigation Measure BIO-3b: No Pets.</b> No pets (e.g., dogs or cats) will be brought to the project site to avoid harassment, killing, or injuring of wildlife.</p> <p><b>Mitigation Measure BIO-3c: Food Trash Removal.</b> To minimize attraction of predators such as racoons and feral cats all workers will be required to secure their food related trash and remove it daily. The site foreman shall assure that all food trash related to the construction work is secured and removed.</p> <p><b>Mitigation Measure BIO-3d: Minimize Non-daylight Work; Prepare Lighting Plan.</b> Project lighting during construction activities shall be limited in consideration of the potential impacts to special status species. If early morning, early evening, or night lighting is necessary during construction, a lighting plan shall be prepared in consultation with an agency approved biologist. 24-hour work that requires night lighting shall only be conducted with approval from the US Fish and Wildlife Service and the California Department of Fish and Wildlife due to potential impacts to species protected under FESA and CESA. See also Mitigation Measure BIO-3i Artificial Lighting regarding permanent site lighting.</p> <p><b>Mitigation Measure BIO-3e: Work During Extreme High Tides.</b> To avoid the loss of individual salt marsh harvest mice and salt marsh wandering shrew that may shelter in the work area during extreme high tides, an agency approved biological monitor shall be present when work around the perimeter of the FERRF site occurs during extreme high tides, such as King Tides. The agency approved biological monitor shall complete a pre-construction survey prior to construction activities in these areas. Areas within the cofferdam or wildlife exclusion fence are expected to exclude mice and shrews and would not require a pre-construction survey. Also</p>	<p>Measures BIO-2a, BIO-3a, BIO-3e, BIO-3f, BIO-3g and BIO-3h. The District or its contractor (Mitigation Measures BIO-3b, BIO-3c, BIO-3d, BIO-3i, BIO-3j). The text of impact BIO-3 and the above listed mitigation measures (2a, 3a, 3 b, 3c, 3d, 3e, 3f, 3g, 3h, 3i, and 3j) shall be incorporated into the project specifications and contract documents.</p> <p><b>Timing:</b> Prior, during, and after construction activities near tidal marsh and adjacent upland habitats.</p>	<p>environmental awareness program to the District (Mitigation Measure BIO-3a). The District or its contractor will maintain the exclusion fence (Mitigation Measure BIO-3h). The district will ensure that low-intensity lighting, downcast lighting, or other appropriate lighting technology will be incorporated into the project design and this shall be shown on construction drawings (Mitigation Measure 3i).</p> <p>Initials: _____</p> <p>Date: _____</p>



Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
	<p>see measure BIO-4 for California Ridgway's rail and California black rail measures at extreme high tide.</p> <p><b>Mitigation Measure BIO-3f: Limit Vegetation Removal.</b> To avoid the loss of individual harvest mice and wandering shrews from any excavation, fill, or construction activities in suitable habitat, vegetation removal will be limited to the minimum amount necessary.</p> <p><b>Mitigation Measure BIO-3g: Vegetation Removal Methods.</b> Vegetation removal will occur under the supervision of a qualified biologist as noted in Mitigation Measure BIO-2a. The vegetation shall be removed with hand tools (e.g., weed-eater, hoe, rake, trowel, shovel) on a progressive basis, such that it allows species to find adjacent cover. The qualified biologist shall monitor the rate of vegetation removal to ensure that any harvest mice or wandering shrews present are able to escape to cover that will not be impacted, and will specify whether vegetation needs to remain in a certain area temporarily to facilitate dispersal of mice/shrews into habitat outside of the impact area.</p> <p><b>Mitigation Measure BIO-3h: Exclusion Fence.</b> Following the hand-removal of vegetation, exclusion fencing will be erected around the outer boundary of the work area that is adjacent to harvest mouse/wandering shrew habitat that is to remain intact, if the cofferdam design does not exclude species. If the cofferdam excludes the species additional exclusion fencing is not necessary. This will define and isolate protected harvest mouse habitat. The installation of the fence will be supervised by a qualified biologist. This fencing will consist of heavy plastic sheeting or metal material that cannot be climbed by harvest mice, buried at least 4 inches below the ground's surface, and with at least 1 foot (but no more than 4 feet) above the ground. All supports for the fencing will be placed on the inside of the work area. A 2-foot buffer will be maintained free of vegetation around the outside of the exclusion fencing. The fencing will be inspected daily during the project construction period, and any necessary repairs will be made within 24 hours of when they are found. If any breaks in the fencing are found, the qualified biologist will inspect the work area for salt marsh harvest mice and salt marsh wandering shrews. If any individuals are found, all work that could impact these individuals will cease</p>		

Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
	<p>until the individuals have left the impact area on their own. If an injured or killed mouse is discovered at any time during project activities, all work shall cease immediately and USACE/USFWS/CDFW shall be contacted for further direction.</p> <p><b>Mitigation Measure BIO-3i: Artificial Lighting.</b> During and after project construction, the spillover of lighting into the salt marsh habitat and adjacent levees will be minimized using low-intensity lighting or other appropriate low-dispersion lighting technology; orientation of lights so that they are placed on the perimeter of the work area and directed inward (rather than directing any lighting toward the marsh) and downward toward the ground; and shielding of lights from behind. Low-intensity lighting, downcast lighting, or other appropriate lighting technology will be incorporated into the project design where permanent lighting is to be placed within 200 feet of the salt marsh to reduce potential adverse effects on animals within this habitat.</p> <p><b>Mitigation Measure BIO-3j: Prohibition of Plastic Monofilament Netting.</b> Monofilament plastic netting, including in temporary and permanent erosion control measures (such as straw wattles), shall not be used, regardless of whether the netting is biodegradable or not. Burlap or jute wrapped straw wattles are acceptable.</p> <p><b>Mitigation Measure BIO-3k: Monitoring and Adaptive Management Plan.</b> The project shall include a plan to restore and monitor natural habitats impacted by the project, particularly the ecotone levee area. At a minimum the plan shall be submitted in the permit package to the U.S. Army Corps of Engineers required under Section 404 of the Clean Water Act and the permit package to the Regional Water Quality Control Board under Section 401 of the Clean Water Act for agency review.</p>		
<p><b>Impact BIO-4:</b> The proposed project could harm California black rail and California</p>	<p><b>Mitigation Measure BIO-4: Pre-Construction/Pre-Disturbance Survey for California Black Rail and California Ridgway’s Rail.</b> Construction activities in and adjacent to the marsh habitat for rails shall occur outside of the breeding season (January 15-August 31), as a first measure. If construction activities are planned to occur within or adjacent to tidal marsh</p>	<p><b>Implementation:</b> A qualified biologist(s) will submit the proposed survey</p>	<p><b>Monitoring:</b> A qualified biologist shall prepare a letter report documenting the</p>

Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
<p>Ridgway’s rail, and will result in both permanent and temporary impacts to tidal and upland habitats during construction.</p>	<p>or suitable rail habitat during the breeding season, a qualified biologist shall contact the Invasive Spartina Project to determine if protocol surveys are already being conducted in the area so that a) the data can be used, and b) rails are not adversely affected by repeated protocol surveys. If the Invasive Spartina Project is not conducting protocol surveys, then a qualified biologist shall conduct the USFWS-approved protocol level surveys for California black rail and Ridgway’s rail before initiation of any ground disturbing activities within the salt marsh habitat and a 700-foot buffer (i.e., Wood 2017 “Site-specific Protocol for Monitoring Marsh Birds”). Protocol surveys are required to be completed over several visits between January 15 and April 15, and may significantly impact the construction schedule if they have not been completed in time. The qualified biologist shall be approved to conduct the current USFWS-sanctioned survey methodology (Wood 2017). The qualified biologist shall submit the proposed survey methods to CDFW and USFWS for review and approval prior to commencing the surveys. The results of the survey will be documented, and any detections will be reported to the California Natural Diversity Database.</p> <p>If an active nest is found within the survey area, the qualified biologist shall consult with CDFW and USFWS to determine the appropriate construction-free buffer zone (typically 700 feet) and/or other mitigation measures to be implemented, such as daily monitoring. If no rail call centers or nests are found within 700 feet of project construction activities, work can proceed. If work extends into additional seasons, then additional protocol surveys shall be completed, particularly if work has paused.</p> <p>If California Ridgway’s rail or black rail are present, the following measures also apply:</p> <ul style="list-style-type: none"> <li>To avoid impacts to individual rails, activities within or adjacent to habitat will not occur within two hours before or after extreme high tides (6.5 feet or above as measured at the Golden Gate Bridge), when the marsh is inundated and rail movement may be altered. If the work area is protected by a cofferdam or wildlife exclusion fence and rails are not likely to be present within the buffer zone, the work can continue with a biological</li> </ul>	<p>methods to CDFW and USFWS and perform the pre-construction surveys. Construction workers under the supervision of a qualified biologist will establish buffers, if needed.</p> <p><b>Timing:</b> Prior to construction activities and during construction activities if buffers are needed.</p>	<p>results of the survey. The District or its contractor will maintain any needed avoidance buffers under the supervision of a qualified biologist. The text of Impact BIO-4 and Mitigation Measure BIO-4 shall be incorporated into the project specifications and contract documents.</p> <p>Initials: _____</p> <p>Date: _____</p>

Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
	<p>monitor present, but shall be halted if a rail is detected within the buffer zone.</p> <ul style="list-style-type: none"> <li>If a California Ridgway's rail or black rail nest or adult is encountered during any project-related activity, the observer(s) shall immediately move away from the nest/adult.</li> </ul>		
<p><b>Impact BIO-5:</b> The proposed project could harm burrowing owls, and impact potential nesting, roosting, and foraging habitats during construction.</p>	<p><b>Mitigation Measure BIO-5a: Conduct Pre-construction Surveys for Burrowing Owls.</b> Pre-construction surveys for burrowing owls will be conducted prior to the initiation of all project activities within suitable burrowing owl nesting and roosting habitat (i.e., grassland habitat and levees with burrows of California ground squirrels). Pre-construction surveys will be completed in conformance with Appendix D: <i>Breeding and Non-breeding Season Surveys</i> of the CDFW Staff Report on Burrowing Owl Mitigation (<a href="https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843">https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843</a>)(CDFG 2012), which specify the timing, area, and number of surveys. The results of the survey shall be documented, and positive sightings submitted to the California Natural Diversity Database.</p> <p><b>Mitigation Measure BIO-5b: Implement Buffer Zones for Burrowing Owls.</b> If burrowing owls are present on or near the construction site a buffer zone will be maintained around the occupied burrow(s) in accordance with guidance provided in the CDFW Staff Report cited above. The buffer will be large enough to avoid injury or mortality of individual owls in compliance with Fish and Game Code section 3503.5. The recommended buffer zones range from 50 meters to 500 meters depending on the level of construction activity. The appropriate buffer zone will be determined by a qualified biologist.</p> <p><b>Mitigation Measure BIO-5c: Monitor Owls During Construction.</b> Although owls occupying the study area are likely habituated to frequent human disturbance due to regular activity at the project site and in nearby Bedwell Bayfront Park, and may tolerate greater levels of human disturbance than owls in more natural settings, a qualified biologist shall monitor owl behavior during construction. If in the opinion of the qualified</p>	<p><b>Implementation:</b> A qualified biologist will perform the pre-construction surveys (Mitigation Measure BIO-5a, and/or BIO-5c). Construction workers under the supervision of a qualified biologist will establish buffers, if needed (Mitigation Measure BIO-5b).</p> <p><b>Timing:</b> Prior to construction activities and during construction if buffers and</p>	<p><b>Monitoring:</b> A qualified biologist shall prepare a memo or letter report documenting the results of the survey and monitor any nesting owls (Mitigation Measures BIO-5a and BIO-5c). The District or its contractor will maintain any needed avoidance buffers under the supervision of a qualified biologist (Mitigation Measure BIO-5b). The text of Impact BIO-5 and Mitigation Measures BIO-</p>

Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
	<p>biologist, the owls are disturbed to the point of harm or possible reduced reproductive success, all work within at least 50 meters of the occupied burrow will cease until the burrow is determined by a qualified biologist to no longer be in active use, or the biologist in consultation with resource agencies has determined what work can proceed without causing harm or reduced reproductive success to the owl(s).</p> <p><b>Mitigation Measure BIO-5d: Restoration of Burrowing Owl Habitat On Site.</b> If pre-construction surveys identify that burrowing owl actively nests in the project footprint, the burrow shall not be removed until nesting is completed for the season, the burrow is not occupied by owls, and artificial burrow(s) are provided within 100 meters of the original burrow.</p>	<p>monitoring are needed.</p>	<p>5a, 5b, and 5c shall be incorporated into the project specification and contract documents.</p> <p>Initials: _____</p> <p>Date: _____</p>
<p><b>Impact BIO-6:</b> The proposed project could result in temporary and permanent impacts to Alameda song sparrow, American peregrine falcon, black skimmer, Bryant's savannah sparrow, California brown pelican, California least tern, loggerhead shrike, northern harrier, San Francisco common yellowthroat, short-eared owl, western snowy plover, white-tailed kite, and other</p>	<p><b>Mitigation Measure BIO-6a: Pre-Construction/Pre-Disturbance Surveys for Nesting Birds.</b></p> <p>Avoidance. To the extent feasible, construction activities should be scheduled to avoid the nesting season. If construction activities are scheduled to take place outside the nesting season, all impacts to nesting birds protected under the MBTA and California Fish and Game Code would be avoided. The nesting season for most birds in San Mateo County extends from February 1 through September 15.</p> <p>Pre-Construction Surveys. If it is not possible to schedule construction activities between September 15 and January 31, then preconstruction surveys for nesting birds will be conducted by a qualified biologist to ensure that no nests would be disturbed during project implementation. These surveys will be conducted no more than five days prior to the initiation of any site disturbance activities and equipment mobilization in the project area as well as the right of ways for the distribution pipelines and the influent pump station. If project activities are delayed by more than five days, an additional nesting bird survey will be performed. During this survey, the biologist will inspect all potential nesting habitats (e.g., shrubs, developed areas, structures, etc.) in and immediately adjacent to the impact area for nests. Active nesting is present if a bird is building a nest,</p>	<p><b>Implementation:</b> A qualified biologist will perform the pre-construction surveys and nest monitoring, if needed (Mitigation Measures BIO-6a and BIO-6b). Construction workers under the supervision of a qualified biologist will establish buffers, if needed (Mitigation Measure BIO-6b). The District</p>	<p><b>Monitoring:</b> A qualified biologist shall prepare a memo or letter report documenting the results of the surveys and any needed nest monitoring (Mitigation Measures BIO-6a and BIO-6b). The District or its contractor will maintain any needed avoidance buffers under the supervision of a qualified biologist</p>

Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
<p>nesting birds protected by the MBTA and California Fish and Game Code. Glass in new buildings could increase collision hazard causing injury or death for these species. Open topped posts with bolt holes could entangle raptor talons and result in mortality.</p>	<p>sitting in a nest, a nest has eggs or chicks in it, or adults are observed carrying food to the nest. The results of the surveys will be documented.</p> <p><b>Mitigation Measure BIO-6b: Nesting Bird Protection.</b> If an active nest is found sufficiently close to work areas to be disturbed by project activities, the qualified biologist will determine the extent of a construction-free buffer zone to be established around the nest (typically up to 1000 feet for raptors and up to 250 feet for other species), to ensure that no nests of species protected by the MBTA and California Fish and Game Code will be disturbed during project implementation. The qualified biologist shall be experienced in both songbird and raptor behavior. Identified active nests will be surveyed one day prior to any construction-related activities to establish a behavioral baseline for the adults and any nestlings. Once work commences, all active nests will continue to be monitored by the qualified biologist to detect any signs of disturbance and behavioral changes caused by project activities, and change the buffer as needed to prevent disturbance-related nest failure. The qualified biologist will have authority to order the cessation of all project activities within disturbance distance of any raptor nest if the birds exhibit abnormal nesting behavior which may cause reproductive failure (nest abandonment and loss of eggs and/or young). Within the buffer zone, no site disturbance and mobilization of heavy equipment, including but not limited to equipment staging, fence installation, clearing, grubbing, vegetation removal, demolition, and grading will be permitted until the chicks have fledged. Monitoring will be required to ensure compliance with MBTA and relevant California Fish and Game Code requirements. Monitoring dates and findings will be documented.</p> <p><b>Mitigation Measure BIO-6c: Reduce Collision Hazard.</b> The project design shall comply with measures such as those identified in Menlo Park Municipal Code Chapter 16.43.140 (6) to minimize the number of bird collisions with new buildings and reduce bird collision hazard to a less than significant impact.</p> <p><b>Mitigation Measure BIO-6d: Cap Open-topped Posts/Fill Bolt Holes.</b> All fence posts, property line stakes, signs, etc. that are open topped and have bolt holes shall be capped and the bolt holes filled to prevent</p>	<p>will assure compliance with measures BIO-6c and BIO-6d.</p> <p><b>Timing:</b> Surveys for nesting birds will be conducted within 5 days prior to the start of construction.</p>	<p>(Mitigation Measure BIO-6b). Project plans shall include specifications that require implementation of measures BIO-6c and BIO-6d.</p> <p>Initials: _____</p> <p>Date: _____</p>



Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
	entanglement of birds of prey. This measure shall be included in project specifications.		
<p><b>Impact BIO-7:</b> The proposed project could result in the introduction or spread of invasive plants, which can displace native marsh vegetation and reduce habitat quality of the salt marsh by reducing refugia and foraging habitat for native species, including special-status species.</p>	<p><b>Mitigation Measure BIO-7a: Integrate Invasive Plant Management into the Ecotone Levee Restoration Plan.</b> Prior to the start of construction activities, measures to control invasive plant species shall be specified and integrated with the Monitoring and Adaptive Management Plan (Plan) for the ecotone levee restoration, with the purpose of protecting restoration areas from being significantly impacted by invasive weeds. Invasive plant removal in the salt marsh and on the adjacent levees shall be limited to hand tools as specified in Measure BIO-3h and shall be removed before grading starts. If specified in the Plan for the restoration area, invasive species management will extend into developed areas of the parcel as needed to protect the restoration area.</p> <p><b>Mitigation Measure BIO-7b: Construction Measures to Minimize Invasive Plant Infestations.</b> The following measures shall be taken during construction to minimize invasive plant infestation and potential impacts of invasive plants on adjacent natural habitats, particularly the wetlands:</p> <ul style="list-style-type: none"> <li>• All ground disturbing equipment used adjacent to native habitats will be washed (including wheels, tracks, and undercarriages) both before and after being used at the site. Worker personal gear, including boots, should also be cleaned and clear of plant material prior to entering the work area.</li> <li>• All seeds and straw materials used on site shall be weed-free rice straw, and all gravel and fill material shall be certified weed free.</li> <li>• The project will follow a Stormwater Pollution Prevention Plan as per the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit; Water Board Order No. 2009-0009-DWQ), to reduce stormwater runoff which can carry the seed of invasive plants to other locations.</li> </ul>	<p><b>Implementation:</b> The District or its contractor, working with a qualified plant ecologist.</p> <p><b>Timing:</b> Prior to construction activities and during construction.</p>	<p><b>Monitoring:</b> Proof of invasive species removal in as-builts or a memo prepared by a biologist or restoration ecologist. Mitigation Measure BIO-7b shall be incorporated into project specifications and contract documents.</p> <p>Initials: _____</p> <p>Date: _____</p>

Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
	<ul style="list-style-type: none"> <li>All disturbed soils within sensitive habitats and adjacent levee slopes will be stabilized and planted in accordance with a restoration plan prepared for the project as part of an approved ecotone levee project.</li> </ul> <p>Soil and vegetation removed from weed-infested areas will not be used in general soil stockpiles and will not be redistributed as topsoil cover for the newly filled areas. All weed-infested soil will be disposed of off-site at a landfill or buried at least 2.5 feet below final grade.</p>		
<p><b>Impact BIO-8:</b> The proposed project will result in both temporary and permanent impacts to jurisdictional waters and sensitive communities from the construction of the ecotone levee, installation of sheet piles along a section of existing levee, the discharge of stormwater runoff into an existing swale that discharges to the bay, and the disposal of the remainder effluent from the RO process into the bay.</p>	<p><b>Mitigation Measure BIO-8: Water Quality Monitoring Plan.</b> The West Bay Sanitary District will develop a water quality monitoring plan in consultation with the EPA, which will consult with NMFS. The water plan will include an impact assessment, water quality standards and protections of those standards, monitoring methodology, and reporting requirements. The goal of the plan is to ensure that the discharge from the water recycling facility complies with the discharge requirements set by the regulatory agencies to protect Bay waters. Depending on the requirements of the regulatory agencies, the plan may include, for example, quarterly surface and effluent water monitoring for suspended solids, settleable solids, ammonia, pH, and temperature. If required, the water quality monitoring plan will be submitted as part of the NPDES permit package.</p>	<p><b>Implementation:</b> The District or its contractor will prepare a water quality monitoring plan in consultation with the U.S. EPA.</p> <p><b>Timing:</b> The District or its contractor will submit a water quality monitoring plan as part of the permit applications to the regulatory agencies prior to construction.</p>	<p><b>Monitoring:</b> The District or its contractor will implement the monitoring conditions in an agency-approved water quality monitoring plan.</p> <p>Initials: _____</p> <p>Date: _____</p>



Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
<p><b>Impact CUL-1:</b> Project construction could cause potential disturbance of previously unknown prehistoric, archaeological, or tribal cultural resources, or human remains, during project construction.</p>	<p><b>Mitigation Measure CUL-1a: Inadvertent Discovery.</b> In the event archaeological resources are unearthed, all soil disturbing work shall be halted within 60 feet of any discovery. An archaeologist who meets the Secretary of the Interior's Standards for Archaeology and is familiar with Bay Area archaeology must be contacted and the requirements under 36 CFR 800.13 followed. Work shall not commence in the vicinity of the inadvertent discovery until a qualified archaeologist completes a significance evaluation of the find(s) pursuant to Section 106 of the National Historic Preservation Act (36 CFR 60.4). If artifacts are found during construction, construction worker training shall be provided to all crews doing earthwork/soil moving activities.</p> <p>If a newly discovered resource is, or is suspected to be, Native American in origin, a geographically and culturally affiliated Native American cultural monitor will be retained, as directed by the Native American Heritage Commission (NAHC).</p> <p>If archaeological resources are found on the northwestern segment of the project site (pipeline alignments in Chilco Street, Constitution Drive, Bayfront Expressway crossing, Marsh Road, and IPS) archaeological monitoring will be instigated for those segments. No further ground disturbing work shall be allowed to continue until the archaeologist has fully evaluated the find and approves work to continue. Dependent on the evaluation by the archaeologist, archaeological excavation and recordation may be required before construction can continue. An Archaeological Resource Treatment Plan (ARTP) will be written in consultation with the District.</p> <p>The District shall consult with the State Lands Commission Attorney should any cultural resources on State lands be discovered during the construction of the project. The final disposition of archaeological, historical, and paleontological resources recovered on State lands under the jurisdiction of the California State Lands Commission must be approved by the Commission.</p>	<p><b>Implementation:</b> West Bay Sanitary District and its Contractors.</p> <p><b>Timing:</b> Prior to the start of project construction and ongoing throughout ground moving activity.</p>	<p><b>Monitoring:</b> The District shall ensure mitigation measure language is placed on all construction bid and construction documents. The archaeologist shall, if applicable, prepare a written record of survey results, archaeological discovery, and evaluation methodology to be submitted to the District and the Northwest Information Center. The Native American monitor shall, if applicable, record tribal resources for submittal to the Native American Heritage Commission.</p>

Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
	<p><b>Mitigation Measure CUL-1b: Tribal Resources.</b> It is possible for a lead agency to determine that an artifact is considered significant to a local tribe, and thus considered a significant resource under CEQA, even if it would not otherwise be considered significant under CEQA. As such, all Native American artifacts (tribal finds) or other Tribal Cultural Resources shall be considered as a significant Tribal Cultural Resource, pursuant to PRC 21074 until the lead agency in consultation with the appropriate Tribe has enough evidence to make a determination of significance. Unanticipated discoveries shall be reburied on site. If they cannot be reburied on site, they shall be returned to Tribal custody. Ownership/custody of Native American artifacts, materials, and resources collected from State-owned lands under the jurisdiction of the State Lands Commission shall be returned after evaluation to the culturally affiliated Tribe whenever possible, regardless of significance.</p> <p><b>Mitigation Measure CUL-1c: Human Remains.</b> The following actions are promulgated in the CEQA Guidelines Section 15064.5(d) and pertain to the discovery of human remains. If human remains are unearthed during construction, the County Coroner will be notified immediately, and no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). All applicable laws pertaining to the discovery of human remains will be followed.</p> <p><b>Mitigation Measure CUL-1d: Plan Details.</b> All project plans shall clearly state that ground disturbing activities have the potential for the discovery of human remains.</p> <p><b>Mitigation Measure CUL-1e: Construction Monitoring on Hamilton Avenue.</b> Archaeological and Native American monitoring shall be instigated for all ground disturbing activities along the Hamilton Avenue section of the recycled water distribution pipeline. An archaeologist who meets the Secretary of the Interior’s Standards for Archaeology and</p>		<p>Initials: _____</p> <p>Date: _____</p>

Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
	<p>familiar with San Francisco Bay Area archaeology and a Native American cultural monitor familiar with Bay Area Tribes shall be present at the project site during ground disturbing activities, including machine or hand excavation. No ground disturbing activities, with the exception of road surface removal, shall be allowed to take place if the archaeologist and Native American monitor are not present. An archaeological report meeting the Secretary of the Interior’s Standards detailing the findings of the monitoring will be submitted to the Northwest Information Center after monitoring has ceased.</p> <p><b>Mitigation Measure CUL-1f: Toothless Buckets.</b> All excavator machinery on Hamilton Avenue shall use toothless buckets during ground disturbing activity to allow the monitoring archaeologist to more clearly identify archaeological features, if present.</p> <p><b>Mitigation Measure CUL-1g:</b> Cultural Resource Sensitivity Training shall be provided to construction crews that disturb areas of native soil during construction.”</p>		
<p><b>Impact GEO-1:</b> The project has the potential to create or exacerbate existing conditions related to seismic ground shaking, seismic-related ground failure, slope stability, and expansive soils.</p>	<p><b>Mitigation Measure GEO-1: Geotechnical Engineering Investigation.</b> A site-specific Geotechnical Engineering Investigation shall be prepared for the project and all recommendations shall be included in project plans and specifications.</p>	<p><b>Implementation:</b> The District shall prepare a site-specific geotechnical investigation for the project and all recommendations shall be included in the project’s final design and plans and specifications.</p>	<p><b>Monitoring:</b> The geotechnical engineering investigation report shall be submitted to the District for review.</p> <p>Initials: _____</p> <p>Date: _____</p>

Impact	Mitigation Measure	Implementation and Timing	Monitoring Responsibility
		<p><b>Timing:</b> The report shall be prepared in advance of the final design plans and specifications.</p>	
<p><b>Impact GEO-2:</b> Project construction could unearth paleontological resources, including fossils.</p>	<p><b>Mitigation Measure GEO-2: Paleontological Resources.</b> If paleontological resources are discovered during construction, ground-disturbing activities shall halt immediately until a qualified paleontologist can assess the significance of the discovery. Depending on determinations made by the paleontologist, work may either be allowed to continue once the discovery has been recorded, or if recommended by the paleontologist, recovery of the resource may be required, in which ground-disturbing activity within the area of the find would be temporarily halted until the resource has been recovered. If treatment and salvage is required, recommendations shall be consistent with Society of Vertebrate Paleontology guidelines and current professional standards.</p> <p>The District will ensure that information on the nature, location, and depth of all finds is readily available to the scientific community through university curation or other appropriate means.</p>	<p><b>Implementation:</b> The District and/or its contractor(s) shall implement this measure in the event any paleontological resources are discovered.</p> <p><b>Timing:</b> During all earth disturbing phases of Project construction.</p>	<p><b>Monitoring:</b> If paleontological resources are uncovered, a report shall be prepared by the qualified paleontologist describing the find and its deposition.</p> <p>Initials: _____</p> <p>Date: _____</p>

# Notice of Determination

## Appendix D

**To:**

Office of Planning and Research  
*U.S. Mail:* \_\_\_\_\_ *Street Address:* \_\_\_\_\_  
 P.O. Box 3044 1400 Tenth St., Rm 113  
 Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk  
 County of: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

**From:**

Public Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Lead Agency (if different from above): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_

***SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.***

State Clearinghouse Number (if submitted to State Clearinghouse): \_\_\_\_\_

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

Project Applicant: \_\_\_\_\_

Project Location (include county): \_\_\_\_\_

Project Description:

This is to advise that the \_\_\_\_\_ has approved the above  
 ( Lead Agency or  Responsible Agency)

described project on \_\_\_\_\_ and has made the following determinations regarding the above  
 (date)  
 described project.

1. The project [ will  will not] have a significant effect on the environment.
2.  An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [ were  were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [ was  was not] adopted for this project.
5. A statement of Overriding Considerations [ was  was not] adopted for this project.
6. Findings [ were  were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

\_\_\_\_\_  
 Signature (Public Agency): \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date Received for filing at OPR: \_\_\_\_\_

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 4

**To:** *Board of Directors*

**From:** *Bill Kitajima, Projects and IT Manager  
Jonathan Werness, Engineering Technician*

**Subject:** *Consideration to Adopt Resolution Approving the Flow Equalization & Resource Recovery Facility Levee Improvement and the Bayfront Recycled Water Treatment Facility Project*

---

### Background

The District has been working on the California Environmental Quality Act (CEQA) document for the Levee Improvement and Bayfront Recycled Water Treatment Facility Project at the Flow Equalization and Resource Recovery Facility (FERRF).

Prior to approving a project, the lead agency shall certify that:

- The final EIR has been completed in compliance with CEQA;
- The final EIR was presented to the decision-making body of the lead agency, and that the decision-making body reviewed and considered the information contained in the final EIR prior to approving the project; and
- The final EIR reflects the lead agency's independent judgment and analysis.

### Analysis

Upon favorable consensus of the certification of the Final EIR, the District Board is asked to approve the project.

The CEQA definition of a Project is an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and which is any of the following: (1) An activity directly undertaken by any public agency; (2) An activity undertaken by a person which is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies; and (3) An activity that involves the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies (CEQA Guidelines).

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Under CEQA, approval of the Project requires adoption of the EIR and Mitigation Monitoring and Reporting Program (MMRP). The MMRP provides a commitment to mitigate potential environmental impacts associated with implementation of the Project.

The District as lead agency must approve or deny the Project per CEQA, but approving the project does not require the District to build such project.

#### Fiscal Impact

None at this time. Approving the project does not require the District to build such project. Implementation of the MMRP will be required when the Project is constructed.

#### Recommendation

The Projects and IT Manager recommends the District Board adopt the resolution approving the Flow Equalization & Resource Recovery Facility Levee Improvement and the Bayfront Recycled Water Treatment Facility Project.



RESOLUTION NO. \_\_\_\_\_ (2021)

***A RESOLUTION OF THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT APPROVING THE FLOW EQUALIZATION & RESOURCE RECOVERY FACILITY LEVEE IMPROVEMENT AND THE BAYFRONT RECYCLED WATER TREATMENT FACILITY PROJECT***

\*\*\*\*\*

**WHEREAS**, the West Bay Sanitary District (“District”) in accordance with California Environmental Quality Act (“CEQA”), oversaw the preparation of an environmental impact report (“EIR”) to analyze the potential environmental effects of the project, both individually and cumulatively; and

**WHEREAS**, the District served as lead agency under CEQA for the Flow Equalization & Resource Recovery Facility (“FERRF”) Levee Improvement and the Bayfront Recycled Water Treatment Facility Project (“Project”) EIR; and

**WHEREAS**, In accordance with Section 15082 of the CEQA Guidelines, a Notice of Preparation (“NOP”) was published on May 18, 2020 for a 30-day comment period which indicated the District’s intent to prepare an EIR for the project. The NOP was distributed to Federal, State, Regional, and City agencies, neighborhood groups, and occupants and owners within a ½ mile radius of the Project site and was published on the District’s website. Additionally, a public scoping meeting was held on June 3, 2020 to present the project and receive comments on the scope of the Draft EIR. The comment period deadline for the NOP was June 22, 2020 and were incorporated into the Draft EIR including Biological Resources Report, Cultural Resources Report, Historic Resource Evaluation Report, and the Hydrology Report; and

**WHEREAS**, the Draft EIR was submitted to the State Clearinghouse (“SCH”) for distribution to State agencies for review. This project is registered under the SCH and the Draft EIR has been issued SCH#2020050414 as its filing number; and

**WHEREAS**, The District Board at the December 9, 2020 meeting authorized the District Manager to publish a Notice of Completion and Public Availability of the Draft EIR. The Notice was published on December 15, 2020 which started the 45-day comment period for the Draft EIR. The 45-day public comment period closed on February 1, 2021; and

**WHEREAS**, The District received comments from the following; State Agencies - California Department of Fish and Wildlife (CDFW); California Department of Transportation (Caltrans); State Lands Commission (SLC); Local Agencies - San Mateo County Local Agency Formation Commission (LAFCO); and the Public - Native American Tribe (Amah Mutsun). The District provided written responses in electronic format to the public agencies that provided comment on April 8 and April 9, 2021; and

**WHEREAS**, the District completed the final EIR in compliance with CEQA and the final EIR was presented to the District Board of the West Bay Sanitary District (“District Board”); and

**WHEREAS**, on May 12, 2021, the District Board approved the resolution certifying the EIR and adopted the Mitigation Monitoring and Reporting Program (MMRP) prepared for the Project; and

**NOW THEREFORE BE IT RESOLVED**, that the District Board finds that the

1. The foregoing recitals are true and correct.
2. Each and all of the findings and determinations contained herein are based upon competent and substantial evidence, either oral, written, or both, contained in the entire administrative record relating to the Project;
3. The Board reviewed and considered the information contained in the final EIR including, without limitation, any comments from the public and/or interested agencies, for the Project prior to approving the Project.
4. The final EIR is adequate and complete; and District Board reviewed and considered the information contained in the final EIR which reflects the independent judgment and analysis of the District Board.
5. District Board hereby approves the Project.

\*\*\*\*\*

Passed and adopted by the District Board of West Bay Sanitary District at a regular meeting thereof held on the 12th day of May, 2021 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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President of the District Board of the  
West Bay Sanitary District, County of  
San Mateo, State of California  
Attest:

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Secretary of the District Board of the  
West Bay Sanitary District, County  
of San Mateo, State of California



## WEST BAY SANITARY DISTRICT AGENDA ITEM 5

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

**Subject: 1) Adoption of a Resolution to Amend West Bay Sanitary District Amended and Restated Franchise Agreement with Recology San Mateo to Add an Additional Route for Collection of Bulky Items and Abandoned Waste, and**  
**2) Adoption of a Resolution approving a Third Amendment to the South Bayside Waste Management Authority (SBWMA) Joint Powers Authority Agreement (Agreement) for the Purpose of Updating and Conforming Provisions of the Agreement**

---

### **Executive Summary**

The Board of the South Bayside Waste Management Authority ("SBWMA" or "Agency") is recommending that SBWMA's Member Agencies adopt resolutions approving two items related to the Agency's mission of providing waste management services to its Member Agencies.

The Board's first recommendation is that Member Agencies amend their Amended and Restated Franchise Agreements with Recology San Mateo ("Recology") to allow Recology to add an additional truck/crew (referred to as a "route"), to accommodate additional bulky item ("BIC") and abandoned waste ("AWC") daily collection services to expand current capacity. The currently identified cost in Year One for adding the additional route is \$631,371, which cost would be distributed amongst Member Agencies on a pro rata basis. If the proposed amendment is approved by eight Member Agencies, the additional route will begin on January 1, 2022.

The Board's second recommendation is to amend the Agency's governing document, the "Second Amended and Restated Joint Powers Agreement" ("JPA Agreement"), for the purpose of updating and conforming provisions with current circumstances and practices; the amendments do not propose any substantive changes to the JPA Agreement.

As set forth more particularly below, it is recommended that the District Board take action to adopt two separate resolutions attached to this report approving Amendment

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**Report to the District Board for the Regular Meeting of May 12, 2021**

One to the Franchise Agreement and approving a Third Amended and Restated Joint Powers Agreement.

This report addresses the two items sequentially.

## **1. APPROVAL OF AMENDMENT (“AMENDMENT ONE”) TO THE CURRENT FRANCHISE AGREEMENT WITH RECOLOGY TO BOLSTER THE BULKY ITEM AND ABANDONED WASTE COLLECTION PROGRAM.**

### **Introduction**

[Insert Member Name] entered into the “Amended and Restated Franchise Agreement with Recology San Mateo” (the “Franchise Agreement”) in 2017 along with other SBWMA Member Agencies, to provide for the collection of solid waste and recyclable and organic materials. The Franchise Agreement includes a Bulky Item Collection (“BIC”) / Abandoned Waste Collection (“AWC”) program that provides customers with at-curb collection on an appointment basis two times a year. All BIC/AWC program costs are included in the annual Contractor’s Compensation Application review process. Therefore, these popular appointments are provided to all SBWMA residents at no additional (direct) charge. After the BIC scheduled appointments are completed, the same work crews and vehicles then collect abandoned waste materials throughout the entire SBWMA service area as directed by designated member agency representatives (usually DPW staff). There are currently three work crews/vehicles assigned to this task.

This program is extremely popular with residents, and is exceeding the planned capacity provided in the Franchise Agreements. At the SBWMA Board’s direction, SBWMA and Recology worked together to develop a joint solution to increase capacity for these pickups. The proposal is to add an additional work crew and vehicles, (a 4<sup>th</sup> route) for the program. Addition of the 4<sup>th</sup> route requires an amendment to the individual Member Agency’s Franchise Agreements (“Amendment One”). The SBWMA Board considered and recommended approval of the 4<sup>th</sup> route at its regularly scheduled meetings held on January 28, 2021 and March 25, 2021. The SBWMA Staff Reports and Resolutions recommending approval can be found at [insert link or attachment]. To effectuate addition of a 4<sup>th</sup> route, two-thirds (8) of the Member Agencies must approve amendments of their Franchise Agreements. If approved by eight Member Agencies, the program would be implemented on January 1, 2022. The Proposed Amendment One is attached to this report for your review (Attachment 1) and the resolution approving Amendment One is found at Attachment 2.

### **Background**

Pursuant to the terms of the Member Agencies’ Franchise Agreements, Recology is required to provide up to two BIC services annually without charge to each single-family residence and multi-family property (MFDs require advanced planning for delivery of

roll-off containers for collection). This service is required to be provided within 10 business days of the owner or occupant's request, unless Recology's BIC service capacity has been reached. Under the Franchise Agreement, Recology's service capacity is limited to 150 bulky item collections system-wide per day. Recology currently makes approximately 140+ bulky item collections per day, so the program is operating at about 90+% capacity. Recology also collects abandoned waste with a cap of 30 pick-ups per day. Operationally speaking, these two services are one program; the same trucks and drivers/crews service both the BIC and AWC program. Each route includes a box truck and driver for recyclables, and a rear-load truck and driver for the other items. There are currently three such routes. Historically, the BIC/AWC programs have been very popular, and SBWMA and Recology have been meeting since 2018 to consider ways to expand the programs. The current proposal for addition of a 4<sup>th</sup> route comes as a result of these discussions.

### **Discussion**

Recology is currently operating at its near maximum service level capacity for the BIC/AWC programs. As noted above, the proposed amendment to achieve added capacity has been developed through discussions between the SBWMA and Recology; it would create added capacity and fairly compensates Recology for the expanded services.

From an operational perspective, the BIC/AWC programs are one and the same. Recology workers provide at-curb BIC collection on an appointment basis within ten days after the customer's call to the Recology Customer Service Center scheduling pick up of their oversized materials. Added information about the BIC/AWC program can be found at this link: <https://www.recology.com/recology-san-mateo-county/bulky-items/>. Once the BIC scheduled appointments are completed each day, the same workers/crews and vehicles are then reassigned to collect abandoned waste materials throughout the entire SBWMA service area as identified and authorized by designated Member Agency staff (usually Public Works staff). A formal identification and authorization process exists with each Member Agency to provide AWC program structure integrity and cost containment.

If the fourth route is approved by 2/3 of the Member Agencies, it would expand program capacity from the current daily cap of 150 BIC appointments to 200 BIC appointments; and AWC collection capacity would also expand from 30 pickups per day to 40 per day. The financial impact is projected not-to-exceed \$631,371 in year one (which represents the cost for the additional crew and vehicles), with contractually allowable adjustments to be applied during the annual Contactor's Compensation Application review process each rate year, beginning on January 1, 2022. Two attachments are provided to support this recommendation:

1. The resolution approving Amendment One is found at Attachment 1 and the Amendment itself is Exhibit A to the resolution.

**Fiscal Impact**

**Proposed Program Costs:**

Adding a fourth BIC/AWC route will cost \$631,371 in the initial year to pay for the additional crew and trucks required to provide this expanded service. Contractually allowable pass-through adjustments will be evaluated each rate year thereafter during the Contractor’s Compensation Application review process. This is anticipated to be an ongoing base service expense through the end of the restated and amended franchise agreement term (December 31, 2035).

**Proposed Program Cost Allocation:**

BIC/AWC costs are allocated among the Member Agencies according to the number of single-family and commercial accounts in the community. For example, if a Member Agency currently has 18% of the single-family accounts, then it will receive an allocation of 18% of the single-family BIC/AWC program costs. If a Member Agency has 10% of the commercial accounts, then it will receive 10% of the multi-family BIC/AWC program cost allocation. **Figure 1**, below, shows the projected cost allocation for BIC/AWC services based on historical program usage by member agency.. It is recommended that costs be allocated in the same manner, given how closely the BIC/AWC and residential percentages track each other.

**Figure 1. Cost Allocation Bulky Item Collection Services**

<b>Member Agency</b>	<b>Total Cost of 4<sup>th</sup> Route in Year One</b>	<b>Percentage of Allocation</b>
<b>Belmont</b>	\$45,517	7.2
<b>Burlingame</b>	\$43,894	7.0
<b>County of San Mateo</b>	\$50,639	8.0
<b>East Palo Alto</b>	\$35,830	5.7
<b>Foster City</b>	\$41,491	6.6
<b>Hillsborough</b>	\$17,238	2.7
<b>Menlo Park</b>	\$45,799	7.3
<b>Redwood City</b>	\$118,521	18.8
<b>San Carlos</b>	\$54,682	8.7
<b>City of San Mateo</b>	\$165,639	26.2
<b>West Bay Sanitary District</b>	\$12,121	1.9
<b>Total</b>	<b>\$631,371</b>	<b>100.0</b>

Under this allocation, costs to the West Bay Sanitary District are estimated at \$12,121.00 (Twelve Thousand One Hundred Twenty One) dollars per year. This additional cost will be reflected in the [entity's] annual rate adjustment process. Costs will increase only when a fourth route is added (proposed for January 1, 2022). The first year financial impact of \$631,371 includes the cost for an additional annual route (covers one new truck and driver for recyclables, and one rear-loader and driver for other items).

### **Environmental Review**

Approval of Amendment One to the Franchise Agreement is exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guideline Section 15301, Existing Facilities, because it constitutes a minor or negligible expansion of an existing use, and will not have a significant impact on the environment.

### **Recommendation**

The SBWMA Board recommends that the District Board find that amendment of the Franchise Agreement is exempt from CEQA and Adopt the Resolution of the Board Approving Amendment One to the Franchise Agreement with Recology San Mateo County to Add a Fourth Route to the Bulky Item and Abandoned Waste Collection Programs to Begin on January 1, 2022, (Attachment 1) amending the Franchise Agreement to expand the BIC/AWC collection programs.

## **2. APPROVAL OF THE “THIRD AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY.”**

### **Background:**

The SBWMA was formed on December 9, 1999, pursuant to a Joint Exercise of Powers Agreement (“JPA Agreement”) executed by twelve Member Agencies.<sup>1</sup> The JPA Agreement was amended and restated on January 17, 2006, and again on June 19, 2013. The SBWMA Board was asked to review the JPA Agreement and determined that it needs to be updated to reflect current practices and circumstances, including Atherton’s withdrawal, and therefore requests that the [member agency council/board] review the proposed amendments, which are discussed below. The SBWMA Board considered these amendments at its February 27, 2020 regular meeting, and recommended approval. A copy of the SBWMA staff report and resolution recommending approval can be found at [include link or attachment.]

### **Discussion:**

Joint powers authorities (“JPA’s”) are established when two (2) or more public agencies agree to jointly exercise powers common to the agencies. (California Government Code Section 6500 et seq.) By statute, JPA agreements should detail the JPA’s:

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<sup>1</sup> The SBWMA is currently comprised of 11 Member Agencies; the Town of Atherton formally withdrew from membership in December 2020.

- A. Purpose;
- B. Financial Accountability; including its provision for a treasurer;
- C. Administration;
- D. Manner of Exercising Power; and
- E. Method for Distribution of Assets Upon Termination.

As noted above, SBWMA is a JPA which was created in 1999. Since that time, the JPA Agreement has been amended twice.

Recently, while drafting an update to the SBWMA's purchasing ordinance and associated policy for Board review, SBWMA staff noted that the JPA Agreement contains outdated language and does not call out the manner for exercising power as required by Government Code Section 6509. In order to correct this, SBWMA staff recommended that the SBWMA Board review proposed changes to the Agreement which would remove outdated language, clean up inconsistencies in use of defined terms, and bring the Agreement language into compliance with Government Code Section 6509. The amendments are non-substantive in nature. SBWMA approved the proposed changes at its February 27, 2020 meeting, and the individual Member Agencies are now being asked for their approval. In order for the amendments to become effective, two-thirds, or eight, Member Agencies must approve the changes. Both a redlined and clean version of the "Third Amended and Restated Joint Exercise of Powers Agreement" is appended to this staff report as part of Attachment 2, the resolution approving the amendment. All proposed new language is shown in red and deleted language is shown with strikeouts for the [Council or Board's] reference.

**Proposed Changes:**

**1. Inconsistent Terms**

Changes are proposed throughout the Agreement so that the Member Agencies are consistently referred to as "Members".

**2. Language to Acknowledge This Amendment**

Changes are proposed in the Recitals to reflect that the Agreement is now being amended.

**3. Addition of Language Designating the Manner in Which the JPA's Powers Will Be Exercised.**

Language has been added at Section 7.2 to comply with the requirements of Government Code Section 6509 by identifying one of the Member's whose procedures and policies will be followed by the JPA. This designation will not enhance the



substance of the powers which are jointly exercised by the Member Agencies through the JPA.

The proposed amendments to the JPA designate the County of San Mateo as the agency whose procedures and policies will apply to the SBWMA. Should the County withdraw from the JPA, a new Member Agency would need to be designated. SBWMA does not anticipate any change to the JPA's operations as a result of this designation.

**4. Board Seats**

Changes are proposed to Sections 8.2 and 9.1 to clarify that SBWMA Directors vacate their seats on the Board in the event that they no longer serve on their Member Agency's governing body and that the Member's alternate Director will serve until a new Director is named.

**5. Meeting Minutes**

Changes are proposed to Section 10.5 to reflect that the Board approves meeting minutes.

**6. Identification of the JPA's Finance Manager**

Section 8.7 is proposed to be deleted as it requires that the Board select a finance director from one of the Member Agencies to serve as SBWMA's finance director. The proposed revisions add new language to reflect the fact that SBWMA now has a Finance Manager who is responsible for the duties previously assigned to a Board appointed finance director.

**7. Revised Definition of Revenue Bonds**

The proposed amendments include an updated definition of "Revenue Bonds" in Exhibit C to account for the bonds issued in 2019.

**8. Formatting and Grammatical Revisions**

Finally, staff recommends that the non-substantive corrections to formatting and grammatical errors shown in red be made as well.

**Fiscal Impact**

The proposed amendments will not result in any direct fiscal impacts should they be approved.

### **Environmental Review**

Approval of the proposed amendments to the JPA Agreement is a governmental organizational activity and is therefore exempt from California Environmental Quality Act (CEQA) review because it is not a project within the meaning of CEQA. CEQA Guideline 15378 defines "Project" for CEQA purposes; Section 15378 (b) states that Project does NOT include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

### **Recommendation**

The SBWMA Board recommends that the [Council/Board] find that the proposed amendments to the JPA Agreement are exempt from CEQA and Adopt the Resolution, attached hereto as Attachment 2, adopting the "Third Amended and Restated Joint Exercise of Powers Agreement" as set forth in Attachment 2(A).

#### Attachments:

1. Resolution Approving Amendment One to the Franchise Agreement with Recology San Mateo County to Add a Fourth Route to the Bulky Item and Abandoned Waste Collection Programs to Begin on January 1, 2022
2. Resolution Approving the Third Amended and Restated Joint Exercise of Powers Agreement for the South Bayside Waste Management Authority

**Attachment 1**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE WEST BAY SANITARY DISTRICT  
Approving Amendment One to the Franchise Agreement with Recology San  
Mateo County to Add a Fourth Route to the Bulky Item and Abandoned  
Waste Collection Programs to Begin on January 1, 2022**

**WHEREAS**, the State of California, through the California Integrated Waste Management Act of 1989, codified at Public Resources Code Section 40000, et seq. (the “Act”), directs the responsible State agency and all local agencies to maximize the use of feasible source reduction, recycling, and composting options in order to reduce the amount of solid waste that must be disposed in landfills; and

**WHEREAS**, the South Bayside Waste Management Authority (“SBWMA”) is a joint powers authority existing between the cities of Belmont, Burlingame, East Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos and San Mateo, the Town of Hillsborough, the West Bay Sanitary District; and the County of San Mateo (“Member Agencies”) to provide a regional approach to the collection and disposition of solid waste, recyclable materials, and organic materials; and

**WHEREAS**, on June 22, 2017, the SBWMA Board of Directors approved a model Franchise Agreement template, the “Amended and Restated Franchise Agreement with Recology San Mateo (“Recology”) for Recyclable Materials, Organic Materials, and Solid Waste Collection Services” as the recommended Franchise Agreement for each Member Agency to individually execute for hauling services by Recology for the years 2021 through 2035, which has been adopted by the Member Agencies (the “Amended and Restated Franchise Agreement”); and

**WHEREAS**, more particularly, on January 24, 2018 the West Bay Sanitary District adopted Resolution No. 2083 (2018) approving the Amended and Restated Franchise Agreement, effective January 1, 2021 through December 31, 2035; and

**WHEREAS**, pursuant to the Amended and Restated Franchise Agreement, Recology provides a Bulky Item Collection program which allows residents to schedule individual pickups of oversized items in certain circumstances, and provides an Abandoned Waste Collection program to assure abandoned waste is collected throughout the SBWMA territory; and

**WHEREAS**, the Bulky Item Collection and Abandoned Waste Collection programs are popular and well-utilized and are nearing capacity due to strong customer demand; and

**WHEREAS**, the attached proposed Amendment One to the Amended and Restated Franchise Agreements will address the need for additional Bulky Item Collection and Abandoned Waste Collection service capacity by adding additional resources to the program, specifically staff and vehicles for a fourth route, and clarify and modify administrative provisions of the programs; and

**WHEREAS**, the SBWMA Board of Directors considered Amendment One at its regularly scheduled meetings held on January 28, 2021 and March 25, 2021, and adopted Resolution No. 2021-05 and Resolution No. 2021-08, "Recommending Amendment One Modifications to the Member Agency Franchise Agreements With Recology San Mateo County to Add a 4<sup>th</sup> Route to the Bulky Item Collection Program for an Annual Not-To-Exceed Amount of \$631,371, with Contractually Allowable Adjustments in Future Rate Years, to Begin on January 1, 2022".

**NOW THEREFORE, BE IT RESOLVED BY THE [COUNCIL/BOARD] OF [MEMBER AGENCY] AS FOLLOWS:**

1. The District Board hereby approves the Amendment One to the Amended and Restated Franchise Agreement, attached as **Exhibit A** hereto.
2. The District Manager is hereby authorized to execute Amendment One to the Amended and Restated Franchise Agreement.
3. This project has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"). The project is exempt from CEQA requirements under CEQA Guidelines Section 15301 because approval and execution of the Amendment involves the negligible expansion of existing facilities and use, and will not cause a significant effect on the environment.

PASSED AND ADOPTED as a Resolution of the Board of Directors of the West Bay Sanitary District at the regular meeting held on the 12th day of May, 2021, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Fran Dehn, BOARD PRESIDENT

ATTEST:

\_\_\_\_\_  
David Walker, BOARD SECRETARY

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**Report to the District Board for the Regular Meeting of May 12, 2021**

**EXHIBIT A**

**AMENDMENT ONE  
BY West Bay Sanitary District AND  
RECOLOGY SAN MATEO COUNTY  
TO THE  
AMENDED AND RESTATED FRANCHISE AGREEMENT  
BETWEEN WEST BAY SANITARY DISTRICT AND RECOLOGY SAN MATEO  
COUNTY FOR RECYCLABLE MATERIALS, ORGANIC MATERIALS, AND SOLID  
WASTE COLLECTION SERVICES**

*This first Amendment (“Amendment One”) to the Amended and Restated Franchise Agreement between West Bay Sanitary District and Recology San Mateo County for Recyclable Materials, Organic Materials, and Solid Waste Collection Services (“Agreement”), effective as of June 1, 2021 (“Effective Date”), is made by and between West Bay Sanitary District, Special District of the State of California (“Agency”), and RECOLOGY SAN MATEO COUNTY, a California corporation (“Contractor”).*

**RECITALS**

- A. **WHEREAS**, Section 5.05 of the Agreement requires Contractor to provide On-Call Bulky Item Collection Service for residents and specifies that Contractor shall schedule a maximum of one hundred fifty (150) On-Call Curbside Bulky Item Collection Service events per service day for the SBWMA Service Area (“daily limit”), and Section 5.09 of the Agreement requires Contractor to provide abandoned waste cleanup Collection service for a maximum of thirty (30) abandoned waste Collection events per service day for the SBWMA Service Area (“daily limit”); and,
- B. **WHEREAS**, Contractor conducts the On-Call Bulky Item Collection Service and abandoned waste cleanup Collection service using the same Collection routes; and, as a result, the total combined daily limit of On-Call Curbside Bulky Item Collection Service events and abandoned waste cleanup Collection service events (collectively, “On-Call Pick-ups”) is one hundred eighty (180) On-Call Pick-Ups per day; and,
- C. **WHEREAS**, anticipating that the combined daily limit would not be sufficient to handle actual demand for On-Call Pick-Ups, the SBWMA and Contractor met and conferred and negotiated a Model Amendment One to the Agreement, which provides an additional route to address the problem; and,
- D. **WHEREAS**, Parties identified minor items in the Agreement that warranted clarification or revision; and,
- E. **WHEREAS**; the SBWMA presented the Model Amendment One to the SBWMA’s Board of Directors on January 28, 2021; and, the Board took action recommending

that each Member Agency enter into Model Amendment One in substantially the form presented to the Board; and,

- F. **WHEREAS**, the Agency and Contractor have agreed to the revisions to the Agreement as stated in this Amendment One.

***NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Agency and Contractor hereby agree to amend the Agreement through this Amendment One as follows:***

## **TERMS OF AMENDMENT ONE**

### **1. DEFINITIONS**

- 1.1 Attachment A, Definitions. The following definitions are hereby added to Attachment A:
- a. **2021 Amendment** means the amendment to the Agreement that the SBWMA Board approved, and recommended that each Member Agency enter into, on January 28, 2021.
  - b. **On-call Pick-Up** means an On-Call Curbside Bulky Item Collection Service event or an on-call abandoned waste Collection service event.

### **2. BULKY ITEM AND ABANDONED WASTE COLLECTION SERVICES**

- 2.1 Residential On-Call Bulky Item Collection Service. Section 5.05.H shall be amended to read as follows:
- H. Maximum Number of Daily Events. Contractor shall schedule up to a maximum of two hundred (200) On-Call Curbside Bulky Item Collection Service events per service day for the SBWMA Service Area (“daily limit”). The maximum number of daily events includes On-Call Bulky Item Collection Service events provided to both Single-Family and Multi-Family Residential Complexes, and those events provided at no charge and events paid for by the Customer, Owner, or property manager. Contractor shall schedule On-Call Curbside Bulky Item Collection Service events no more than ten (10) Business Days after the Owner’s or Occupant’s request up to the maximum number of daily events. Upon reaching the maximum number of daily events, requested On-Call Curbside Bulky Item Collection Service event shall be scheduled on the next available regularly scheduled Solid Waste Collection Day.

SBWMA may adopt an allocation system for On-Call Bulky Item Collection Service events, in order to allocate the “daily limit” for such events among Member Agencies. If adopted, Contractor shall comply with the allocation system. The Agency agrees not to assess Liquidated Damages if Contractor does not meet the ten (10) Business Day requirement if the delay has resulted from (i) the volume of On-Call Bulky Item Collection events being in excess of the “daily limit” for the SBWMA Service Area or Agency, or (ii) the Customer’s request to schedule the event on a date more than ten (10) Business Days in the future.

Contractor shall notify the SBWMA when the daily average number of On-Call Pick-Up events reaches two hundred twenty-five (225) events, or any subsequently increased number of events mutually agreed by the SBWMA Board and Contractor, combined for Residential On-Call Bulky Item Collection service and abandoned waste Collection service, including On-Call Pick-ups provided at no charge and On-Call Pick-ups paid for by Customers, Owners or property managers) for the SBWMA service area. For the purpose of this Section, the daily average number of On-Call Pick-ups shall be calculated on a weekly basis as the total number of On-Call Pick-Ups performed Monday through Friday divided by the number of Collection days in the week (e.g., typically five (5) days, except four (4) days for weeks with a Holiday). When this threshold occurs for four (4) consecutive weeks, Contractor shall provide SBWMA with reports documenting these statistics and, upon confirmation of that fact, SBWMA staff shall notify the SBWMA Board of Directors that the service capacity has been filled and to present options, described in this section. Contractor shall continue to supply monthly reporting of the average service count from the time of the original notice until action is taken by the SBWMA Board of Directors.

Upon a confirmed notice from Contractor, the SBWMA Board may consider options, including, but not limited to: (i) authorizing Contractor to implement and perform on-going operation of an additional Bulky Item and abandoned waste Collection route; (ii) adjustment of the ten (10) Business Day required provision of the On-Call Pick-ups; and/or (iii) reduction in the number of On-Call Bulky Item pick-ups allowed for each Customer each year.

The SBWMA Board is hereby authorized, on behalf of the Agency, to determine if future changes are required for the Residential On-Call Bulky Item Collection services described in Section 5.05 and abandoned waste Collection service described in Section 5.09. Such changes, if any, shall be implemented and incorporated into this Agreement in accordance with Section 15.12, Right of Agency to Make Changes in Services and Service Levels. If the SBWMA elects to implement an additional Bulky Item and abandoned waste Collection route, the route shall include two trucks and two drivers, and the annual cost for the

route shall be that specified in Attachment U for Rate Year 2021 (subject to adjustment in accordance with the methodology set forth in Attachment K, if the new route is implemented in a later Rate Year). Each additional route approved by the SBWMA shall provide capacity for sixty (60) additional daily Bulky Item Collection and/or abandoned waste Collection services. In the event that the creation of a new route provides for more capacity than there is demand for the Bulky Item Collection services, Contractor shall permit additional collections of abandoned waste up to the total capacity.

Effective January 1, 2022, Contractor shall operate an additional Bulky Item and abandoned waste Collection route, for a total of four (4). Contractor shall include the additional costs set forth in Attachment U in Contractor's Application to determine Rates for Rate Year Twelve (2022). Such costs (being 2021 costs) shall be adjusted to 2022 costs in accordance with the methodology set forth in Attachment K. Such adjusted costs shall be added to Contractor's Compensation (in addition to any other adjustments required under this Agreement) for purposes of determining Rates for Rate Year Twelve (2022).

2.2 Abandoned Waste Clean-Up Collection Service. Section 5.09.A shall be amended to read as follows:

A. **General.** Contractor shall provide abandoned waste cleanup Collection service to Agency as provided herein. Contractor shall schedule up to a maximum of forty (40) abandoned waste Collection events per service day for the SBWMA Service Area. Contractor shall make every effort to collect abandoned waste within one (1) Business Day of being notified by Agency, SBWMA, Customer, or Contractor's vehicle drivers and route supervisors of the occurrence of abandoned waste or illegal dumping. Upon reaching the maximum forty (40) events, Collection of abandoned waste event shall be scheduled and performed by Contractor on the next available service day. This service shall require Contractor to Collect abandoned or illegally dumped Solid Waste, Recyclable Materials, and Organic Materials. This service does not include Collection of litter or litter abatement activities.

Section 5.05.H describes a process for notification and consideration of program changes when the daily average number of On-Call Pick-Up events reaches two hundred twenty-five (225) events combined for Residential On-Call Bulky Item Collection service and abandoned waste Collection service, including On-Call Pick-ups provided at no charge and On-Call Pick-ups paid for by Customers, Owners, or property managers).

### 3. **OVERAGE TAGS**

3.1 Collection of Excess Materials (Overages). Section 8.02.G shall be amended to read as follows:



Contractor shall direct its employees to Collect an Overage on two (2) occasions each Rate Year at no additional cost to Customer. Contractor must provide a notice to Customer documenting the Overage in order to count the Overage Collection towards the (2) per Rate Year for each Customer. Customers that place an Overage for Collection for a third and subsequent events may be assessed an Overage fee by Contractor if Contractor has directly contacted the Customer via a phone call, voice message or other means of communication to notify them of the Overage Collected. Contractor shall bill Customer for a third and subsequent Overage events at Agency-approved Charges specified in Attachment Q. Contractor shall provide Customers the opportunity to request an Overage Collection service in advance. In such case, Contractor shall bill the Customer at the Agency-approved Charge specified in Attachment Q.

Contractor shall provide Customers the opportunity to subscribe to Overage Collection service, in advance, or purchase Overage tag(s) from the Contractor. Each Overage tag permits the Customer to set out one (1) thirty-two (32) gallon garbage bag of Solid Waste next to their Solid Waste Container on the Customer's regularly scheduled collection day, for Collection by Contractor. Contractor shall provide Customers the opportunity to purchase Overage tags through its Customer service department or electronically via Contractor's website. Contractor shall mail or deliver Overage tags to Customers within three (3) Business days of Customer's request. The Charge for Overage tags is specified in Attachment Q and includes all aspects of purchasing the tags, printing, and distribution (i.e., mailing or direct delivery by Contractor). Customers shall also be provided the opportunity to purchase Overage tags at Contractor's local office. The quantity of Overage tags per request from Customer shall be limited to five (5) per request.

If the Agency and/or Contractor receive numerous Complaints (as determined by the Agency) from Customers regarding Customer dissatisfaction with the requirement to purchase Overage tags, the Agency reserves the right to require the Contractor to modify its Overage program to better serve its Customers and/or require the Customer to subscribe to additional Collection service.

#### **4. CLARIFICATION AND ADMINISTRATIVE MODIFICATIONS**

4.1 The following changes shall be made to provide clarification and administrative modifications to the Agreement:

4.2 Right of Agency to Make Changes in Services and Service Levels. Section 15.12.A shall be amended to read as follows:

A. Agency may, without amending this Agreement, direct Contractor to cease performing one or more types of service described in Articles 5 or 6, or may direct Contractor to modify the scope of one or more such services, may direct

Contractor to perform additional Solid Waste, Targeted Recyclable Materials, Organic Materials, Used Motor Oil, Used Motor Oil Filters, Household Batteries and Cell Phones or Plant Materials handling services, or may otherwise direct Contractor to modify its performance under any other Section of this Agreement. In addition, SBWMA may, without amendment of this Agreement, direct a change: (i) in the number of Waste Zero Specialists as provided in Section 7.04.A, (ii) in Other Services as provided in Section 7.13, (iii) in the Residential On-Call Bulky Item Collection service described in Section 5.05, and/or (iv) in the abandoned waste Collection service described in Section 5.09. In the event of an SBWMA-directed change under items (iii) or (iv), the provisions of Section 11.06 shall apply, but with the SBWMA substituted in the place of Agency. In the event of any conflict between an Agency-directed change and an SBWMA-directed change, the SBWMA-directed change shall govern. Agency hereby authorizes the SBWMA, with the approval of the SBWMA Board, to do the following on behalf of Agency: (a) to establish the terms and conditions of any program or service changes under items (iii) or (iv) above, (b) to include any costs associated with an SBWMA-directed change in Contractor's Compensation and/or Pass-Through Costs, (c) to determine Agency's share of such costs and to allocate such share to Agency, and (d) to amend this Agreement as mutually agreed with Contractor to give effect to the foregoing. An SBWMA-directed change shall be deemed to be an Agency-directed change for purposes of this Agreement. Contractor shall promptly and cooperatively comply with such direction.

## **5. MISCELLANEOUS PROVISIONS**

- 5.1 Recitals and Headings. The above recitals are incorporated herein by reference and are made a part of this Amendment One. However, headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Amendment One.
- 5.2 Entire Agreement. This Amendment One contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and commitments with respect thereto. Except as expressly modified by this Amendment One, all other terms and conditions of the Agreement remain in full force and effect, unmodified, and apply to this Amendment One as though fully set forth herein.
- 5.3 Counterparts. This Amendment One may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.
- 5.4 Effectiveness. It shall be a condition precedent to the effectiveness of this Amendment One that at least eight (8) of the SBWMA's Member Agencies enter into Amendment One.

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IN WITNESS WHEREOF, Agency and Contractor have executed this Amendment One as of the day and year first above written.

WEST BAY SANITARY DISTRICT

RECOLOGY SAN MATEO COUNTY

By: \_\_\_\_\_  
Sergio Ramirez  
DISTRICT MANAGER

By: \_\_\_\_\_  
Salvatore M. Coniglio  
CEO

ATTEST: \_\_\_\_\_  
David Walker  
Board Secretary

By: \_\_\_\_\_  
Cary Chen  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Tony Condotti, District Counsel

**ATTACHMENT U**  
**RESIDENTIAL ON-CALL BULKY ITEM COLLECTION SERVICE**  
**AND ABANDONED WASTE COLLECTION SERVICE ROUTE COST**

<b>Bulky Item Collection Costs</b>		Additional BIC Route
		<b>2021 Dollars</b>
<b>Annual Cost of Operations</b>		
Direct Labor-Related Costs		
	Wages for CBAs	\$269,064
	Benefits for CBAs	\$148,795
	Payroll Taxes	\$21,889
	Workers Compensation Insurance	<u>\$27,294</u>
	<b>Total Direct Labor Related-Costs</b>	<b>\$467,042</b>
	Direct Fuel Costs	\$20,748
	Other Direct Costs	\$20,223
	Depreciation	
	- Collection Vehicles	\$51,433
	- Containers	<u>\$0</u>
	<b>Total Depreciation</b>	<b>\$51,433</b>
	Allocated Indirect Costs excluding Depreciation	
	General and Administrative	\$0
	Operations	\$0
	Vehicle Maintenance	\$0
	Container Maintenance	<u>\$0</u>
	<b>Total Allocated Indirect Costs excluding Depreciation</b>	<b>\$0</b>
	<b>Total Allocated Indirect Depreciation Costs</b>	<b>\$0</b>
	<b>Total Annual Cost of Operations</b>	<b>\$559,446</b>
	<b>Profit</b>	<b>\$58,726</b>
	<b>Operating Ratio</b>	90.5%
	<b>Total Operating Costs before Pass-Through Costs</b>	<b>\$618,173</b>
<b>Contractor Pass-Through Costs</b>		
	Interest Expense	\$13,198
	<b>Total Contractor Pass-Through Costs</b>	<b>\$13,198</b>
	<b>TOTAL BASE CONTRACTOR'S COMPENSATION</b>	<b><u>\$631,371</u></b>
Note - Collection Vehicle Depreciation and Interest Expense are flat beginning in the		
of implementation. Purchase price will inflate until the purchase date.		

**Attachment 2**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE WEST BAY SANITARY DISTRICT  
APPROVING THE THIRD AMENDED AND RESTATED JOINT EXERCISE OF POWERS  
AGREEMENT FOR THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**

**WHEREAS**, the South Bayside Waste Management Authority (“SBWMA”) was formed under a Joint Exercise of Powers Agreement, pursuant to California Government Code § 6500 *et seq.*, on December 9, 1999, by a number of San Mateo County entities (the Member Agencies) to provide a regional approach to the collection and disposition of solid waste, recyclable materials, and organic materials; and

**WHEREAS** the SBWMA’s Member Agencies have amended and restated the Joint Exercise of Powers Agreement twice: on January 17, 2006, and June 19, 2019, respectively; and

**WHEREAS**, the most recently adopted version of the Joint Exercise of Powers Agreement is known as the Second Amended and Restated Joint Exercise of Powers Agreement (“Agreement”); and

**WHEREAS**, California Government Code Section 6509 provides that an agency created by a Joint Powers Agreement should be subject to the powers and limitations of one of its members to be designated in the Agreement, which the current Agreement does not do; additionally, the Agreement contains outdated provisions; and

**WHEREAS**, at the time the SBWMA was formed in 1999, it was comprised of twelve Member Agencies; recently, in December 2020, the Town of Atherton withdrew from the SBWMA, so it is currently comprised of eleven Member Agencies; and

**WHEREAS**, SBWMA staff has prepared amendments to the Agreement language addressing these matters; which are set forth in the “Third Amended and Restated Joint Exercise of Powers Agreement,” attached hereto as Exhibit “A”, and which are shown on the document by ~~strike through~~ and interlineation, and

**WHEREAS**, the SBWMA Board of Directors considered the proposed changes at its regularly scheduled meeting held on February 27, 2020, and adopted Resolution 2020-08 recommending that the Member Agencies approve the proposed amendments to the Agreement; and

**WHEREAS**, Article 17 of the Agreement requires that amendments to the Agreement be approved by 2/3 of the Member Agencies of the SBWMA, which is equal to eight of the eleven Members.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF WEST BAY SANITARY DISTRICT AS FOLLOWS:**

1. The Board hereby approves the Third Amended and Restated Joint Exercise of Powers Agreement.
2. Adoption of the Third Amended and Restated Joint Powers Agreement is a governmental organizational activity and is therefore exempt from California Environmental Quality Act (CEQA) review because it is not a project within the meaning of CEQA. CEQA Guideline 15378 defines "Project" for CEQA purposes; Section 15378 (b) states that Project does NOT include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

PASSED AND ADOPTED as a Resolution of the Board of Directors of the West Bay Sanitary District at the regular meeting held on the 12th day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Fran Dehn, BOARD PRESIDENT

ATTEST:

\_\_\_\_\_  
David Walker, DISTRICT SECRETARY

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**WEST BAY SANITARY DISTRICT  
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, APRIL 28, 2021 AT 7:00 P.M.**

**1. Call to Order**

President Dehn called the meeting to order at 7:00 PM

**Roll Call**

BOARD MEMBERS PRESENT: President Dehn, Secretary Walker, Director Moritz, Director Otte

BOARD MEMBERS ABSENT: Treasurer Thiele-Sardiña

STAFF MEMBERS PRESENT: Ramirez, Condotti by Zoom

Others Present: Gabe Sasser and Rick Simonson with HF&H, Arvind Akela with CWEA, Debra Fisher with West Bay, John Urbanowicz, Joe La Marina of SBWMA

**2. Communications from the Public: None.**

**3. Public Hearing: Consideration of Proposed Increase in Sewer Service Charges for Fiscal Year 2021/22**

Motion to Open by: Walker 2nd by: Moritz Vote: AYE: 4 NAY: 0 Abstain: 0

Comments: Rick Simonson of HF&H presented the rate study to the Board that was provided in the Proposition 218 Notice for the proposed sewer service charge increases. HF&H reported the District could have a 3.6% increase in Net District Operating Cost and approximately \$7M for capital improvements with rate approval. They went on to report the regional plant, SVCW, will require \$12M in Operating Expenses, exceeding the District's own operating expenses. District resident, John Urbanowicz, stated during the comment period that he disagreed with the increase to the STEP/Grinder rate. He stated he submitted a protest letter. The letter was received the day of the Public Hearing, so the Board did not have time to review the letter. The Board instructed staff to respond to Mr. Urbanowicz letter.

Motion to Close by: Walker 2<sup>nd</sup> by: Otte Vote: AYE: 4 NAY: 0 Abstain: 0

**4. Consideration of a General Regulation Amending the Code of General Regulations and Establishing Sewer Service Charges for Fiscal Year 2021/22**

Motion to Approve by: Moritz 2<sup>nd</sup> by: Walker Vote: AYE: 4 NAY: 0 Abstain: 0

Comments: None.

**5. Public Hearing - Annexing Certain Territory Within the West Bay Sanitary District's On-Site Wastewater Disposal Zone – Lands of Murphy (30 Cheyenne Point, Portola Valley)**

Motion to Open by: Moritz 2<sup>nd</sup> by: Otte Vote: AYE: 4 NAY: 0 Abstain: 0

Comments: Director Moritz noticed the Town of Portola Valley is requiring property owners to connect to the District's sewer system. District Manager Ramirez stated that the Town will require connection if the property is within two hundred feet of the District's system.

Motion to Close by: Moritz 2<sup>nd</sup> by: Otte Vote: AYE: 4 NAY: 0 Abstain: 0

**6. Consideration of Adopting Resolution Ordering Annexation of Certain Parcels in the Territory of West Bay Sanitary District to the West Bay Sanitary District's On-Site Wastewater Disposal Zone Including Certain Determinations, Findings and Declarations of the District Board – Lands of Murphy (30 Cheyenne Point, Portola Valley)**

Motion to Approve by: Moritz 2<sup>nd</sup> by: Walker Vote: AYE: 4 NAY: 0 Abstain: 0

Comments: None.

**7. Consent Calendar**

Motion to Approve by: Moritz 2<sup>nd</sup> by: Walker Vote: AYE: 4 NAY: 0 Abstain: 0

**CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR**

Comments: None.

- A. Approval of Minutes for Regular meeting April 8, 2021
- B. Consideration of Authorizing the District Manager to Issue Class 3 Sewer Permit No. 1604 for the Construction of Wastewater Facilities for 160 Fawn Lane, Portola Valley, California
- C. Consideration of Authorizing the District Manager to Consent to the Abandonment of Public Utility Easement at 220 Atherton Avenue, Atherton
- D. Consideration of Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1094 for the Construction of Wastewater Facilities for the Development at 1125 Merrill Street, and 506 & 556 Santa Cruz Avenue, Menlo Park
- E. Consideration of Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1097 for the Construction of Wastewater Facilities for the Development at 846, 848 & 850 Portola Road, Portola Valley, California
- F. Consideration of Resolution Accepting Deed of Easement for 850 Portola Road, Portola Valley, California
- G. Consideration of Resolution Consenting to Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission – 30 Cheyenne Point, Portola Valley (077-242-190), Lands of Murphy

## 8. District Manager's Report

CWEA President-Elect Arvind Akela attended the Board meeting to congratulate the Board for receiving the Collection System of the Year Award. Director Otte requested a copy of the CWEA award presentation. District Manager Ramirez, reported that the Board should consider approving a new Utility Worker position to support the Chief Plant Operation and the pump station crew. He also reported that past due sewer service charge invoices have been sent to property owners who have not paid their sewer service charge for FY20/21. District Manager Ramirez also discussed with the Board the purchase of the District's first electric vehicle or continue with a hybrid vehicle. The Board provided direction to continue with a hybrid vehicle for now while staff explores a long term plan to convert more of the fleet to a more sustainable source.

### 1) Comments: **Administrative:**

- a. Personnel Policy has been updated with the assistance of the Personnel Committee. The policy is now being reviewed by District's Counsel and should be ready by the May 12<sup>th</sup>, Board Meeting.
- b. The V.W. Housen and Associates EPA Sewer System Capacity Study has been delivered to the developers who paid for the analysis.
- c. District Manager is working with the Office Manager to reorganize the Administrative Staff to provide admin support to all department heads. Administrative staff will return to work in the office full time beginning on May 3<sup>rd</sup>.

### 2) **Finance:**

- a. The Finance Advisory Committee will be scheduled to review the Investment Policy once District Counsel has reviewed the revised draft policy.
- b. The District received the final large Sewer Service Charge payments from San Mateo County for a total of 9 million dollars. This is the final large payments from the County to cover FY20/21 expenses, other than a remnant check, which should arrive sometime in July.
- c. The 218 Public Hearing will be held on April 28, 2021 for FY21/22 Sewer Service Charges.
- d. The Finance Manager is providing Woodard & Curran financial information which will be used in the formal State Revolving Fund application for the proposed Bay Front Recycle Water Facility. Weekly meetings have been set up so to help with the lengthy process.

### 3) **CIP & IT Projects:**

#### a. **Levee Improvement Project:**

- i. The Environmental Impact Review for the Levee Improvement and Bayfront Recycled Water Treatment Facility Project at the Flow Equalization and Resource Recovery Facility (FERRF) will come to the Board for acceptance. The Board will be asked to accept the report now that the comment period has ended and comments have been addressed. Accepting the EIR will allow the District to proceed with Levee Improvements to protect against sea level rise and continue plans to build the Bayfront Recycled Water Facility.
- ii. Staff continues to work with SCWA on a Fish and Wildlife grant opportunities to help fund the Levee Improvement Project. A preliminary application has been submitted asking for approximately \$5,000,000 in grant funding towards the Levee Improvement Project. The SCWA requires a 50% match minimum.

**b. Construction Capital Improvement Program (CIP)**

- i. Aztec Consultants have begun to mobilize in preparation to build the Metal Storage Building at the Flow Equalization Resource Recovery Facility.
- ii. Precision Pipeline continues to work on this year's CIP project. The first construction site was on Gilbert Ave. in Menlo Park. They are currently working on easement pipelines off of Van Buren Road in Menlo Park.
- iii. Freyer & Laureta is working on the Bay Front Improvement projects including the Influent Pump Station.

**4) Operations and Maintenance:**

**a. Collection System:**

- i. California Water Environment Association (CWEA) has recognized West Bay for the state-wide Collection System of the Year award. A CWEA representative will attend the Board Meeting to congratulate West Bay for winning this very competitive award. The award recognizes excellence several areas including outstanding maintenance programs, regulatory compliance, safety & training procedures, and overall environmental stewardship and responsibility.
- ii. Crews have been working to uncover a manhole in an easement which is been buried for decades. The manhole was buried by about 6 feet of soil. The cone to the manhole was removed and a new barrel section and cone were added to bring the manhole up to grade. In-house Crews dug as much as 10 feet deep in order to properly reconstruct the manhole.

**b. Training:**

- i. Twenty two of the twenty four maintenance staff are now certified in CWEA Collection System Maintenance.

**5) Water Quality:**

**a. Sharon Heights Golf and Country Club (SHGCC):**

- i. Staff met with SHGCC and a solar company to explore a plan for solar power.
- ii. The recycled water plant has been operating well. Staff is regularly working with SHGCC staff to better predict their water requirements.

**b. Bayfront Recycled Water Facility (BRWF):**

- i. The Recycled Water Team met with the Recycled Water Ad Hoc Committee and District Counsel in a workshop to address several BRWF issues.
- ii. The next step will be to enter into developer agreements with developers in the Bayfront Area.

**c. West Bay:**

- i. Staff is continuing to evaluate personnel needs to support the Chief Plant Operator (CPO) with the District's recycled water efforts, due to regulatory requirements and staffing overlap; as well as the STEP and Grinder Pump Systems. A Utility Maintenance Worker is being considered to support both the pump station crew and the Chief Plant Operator.

**6) Fleet and Facilities:**

**a. Vehicle Maintenance:**

- i. The Ford C-Max hybrid assigned to the District Manager is up for replacement. The Board should have a discussion about purchasing its first full electric vehicle.

7) **Personnel:**

- i. The District's new Modification (Ex-Mod) factor is .76 well below the industry's standard. The Ex-Mod factor is the factor by which a standard workers compensation premium is multiplied to reflect an insured's actual loss experience.

8) **Upcoming Events:**

- a. **Regular Board Meeting:** April 28, 2021 (Treasurer, Thiele-Sardiña should be absent)
- b. **Budget Workshop:** May 5<sup>th</sup>, 2021
- c. **Next Regular Board meetings:** May 12<sup>th</sup>, 2021

9) **Misc./Action Items from Previous Meeting:**

- a. **West Bay SSOs:** Zero SSOs for March 2021.
- b. **LAH Contract:** LAH requested a contract extension for one year with a 3% rate increase. The District Manager has negotiated a 4% increase in order to recoup the Teamsters negotiated labor increase of 4% in the most recent contract.
- c. **Town of Woodside Contract:** Staff is negotiating a 4% increase rather than the customary 3% yearly increase. The 4% is based on labor negotiations.
- d. **Revenue:** Late notices have been send to rate payers who are over 90 days late in paying the Sewer Service Charge for FY20/21. These rate payers are billed manually. To-date the District is owed approximately \$31,682.52.

9. **Consideration to Adopt a Resolution to Amend and Extend the Maintenance Services Agreement Between West Bay Sanitary District and The Town Of Los Altos Hills For The Operation And Maintenance of The Los Altos Hills Sanitary Sewer System And Authorize The District Manager To Execute the Third Amendment to the Agreement**

Motion to Approve by: Walker 2<sup>nd</sup> by: Otte Vote: AYE: 4 NAY: 0 Abstain: 0

Comments: District Manager presented the highlights of the agreement which includes a 4% increase for 1 year.

10. **April 28<sup>th</sup> Update Report on District Response to Corona Virus**

Comments: District Manager Ramirez reported that approximately 50% of Staff have been vaccinated. Effective May 3<sup>rd</sup> the Administrative staff will begin to work in the office full time, rather than from home, as they have been doing for one to two days per week. The Board suggested that staff post COVID-19 vaccine availability in the common areas of District facilities.

11. **Report and Discussion on Sharon Heights Recycled Water Plant**

Comments: District Manager Ramirez reported that the first Recycled Water Annual Report has been submitted to the State Water Board and the next SHRWP O&M meeting will be held on May 11.

**12. Discussion and Direction on Bayfront Recycled Water Project and Status Update**

Comments: District Manager Ramirez reported that the EIR will be ready for consideration and certification at the May 12 Board meeting. He also reported that District Counsel Condotti is working on Recycled Water Code that is necessary for the project. He continued to report that staff and District Counsel will begin to work on developer agreements and that the SFR loan application has been submitted. Director Walker asked for clarity on certifying and approving the project. District Manager Ramirez stated the process will be included in the staff report prior to the Board approving the project and the EIR Dropbox link will be sent to the Board.

**13. Report & Discussion on South Bayside Waste Management Authority (SBWMA)**

Comments: President Dehn reported on the success of the SBWMA retreat via Zoom. She reported the retreat was engaging. Joe La Marina of SBWMA reported via Zoom on battery buy-back legislation. President Dehn also reported, she has joined the Authority's Legislative Committee.

**14. Report, Discussion & Direction on Silicon Valley Clean Water (SVCW) and Discussion on SVCW CIP Program and Financing**

Comments: Director Otte reported on the status of the Tunnel Boring Machine (TBM). He also reported that the TBM has a salvage value of \$1.95M. The \$1.9M has been credited back to the contractor saving the project this buy back amount.

**15. Closed Session**

Entered closed session at 9:05 p.m. Left closed session at 9:51 p.m.

Reportable action: None.

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/CONF. WITH LABOR NEGOTIATORS

Agency designated representatives: District Manager/Legal Counsel  
Unrepresented employee: Unrepresented Staff

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Cal. Govt. Code §54956.9(d))

Name of Case: *1740 Oak Avenue, LP v. West Bay Sanitary District, et al.* – SM CSC  
Case No. 18CIV02183

**16. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda**

Comments: None.

**17. Adjournment Time:** The meeting was adjourned at 9:53 PM

**WEST BAY SANITARY DISTRICT**  
**Financial Activity Report**  
**April 2021**

**Date:** *May 12, 2021*

**To:** *Board of Directors*

**From:** *Annette Bergeron, Personnel & Accounting Specialist*  
*Debra Fisher, Finance Manager*

**Subject:** *Approve Monthly Financial Activity Report*

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**Financial Activity for the month:**

**Receipt Summary:**

Commercial Deposits	123,862.96
Deposits in Transit	56.00
Credit Cards	12,147.16
Wires, ACH, & Transfers	9,109,748.49
<b>Total Receipts</b>	<b><u>9,245,814.61</u></b>

**Withdrawal Summary**

Total Checks	865,078.14
Total Corp Card	5,919.91
Total Bank Transfers	9,053,170.53
Total Internal Transfers from Checking	
<b>Total Withdrawals</b>	<b><u>9,924,168.58</u></b>

**Fund Summary by Budget Category**

<b>Fund</b>		
100	Operations	9,388,989.06
200	Capital	424,374.62
500	SHGCC	110,804.90
	<b>Summary by Fund</b>	<b><u>9,924,168.58</u></b>

Presented to West Bay Sanitary District Board of Directors for review and approval.

President \_\_\_\_\_

Secretary \_\_\_\_\_

**WEST BAY SANITARY DISTRICT**  
**Receipts & Incoming Transfers**  
**April 1, 2021 through April 30, 2021**

RECEIPT NUMBER	DEPOSIT DATE	DESCRIPTION	AMOUNT
461746	4/27/2021	Alpine Hills: 4139 Alpine Rd, PV EV Permit	175.00
461747	4/27/2021	Katie & Scott Mitic: 155 Grove Drive, PV 2 Annexation Fees & Publication Deposit	3,370.00
461748	4/27/2021	George Li: 0 El Nido, PV Annexation fee	585.00
461749	4/27/2021	Bob Hulsmann: Reim Credit Card Exp 2/28/21	13.89
461750	4/2/2021	Marsh Road Automotive, Tracy Nguen: 701 Mash Road, MP EVP	175.00
461751	4/2/2021	Jpm Custom Homes, Inc.: 1725 Oakdell Dr, MP JPM Custom Homes	65.00
461752	4/5/2021	Crevelt Richard Allan Tr: 29 Valley Oak, PV Richard Crevelt:	290.00
461753	4/27/2021	Holiday Jeannette: 160 Fawn Lane, PV Class 3 Deposit, Permit Fees, Conn Fees, Reim Agrmt	83,200.78
461754	4/5/2021	Roto Rooter: Permit: 704 University Dr, Permit	290.00
461755	4/27/2021	Bell Plumbing: 78 Alejandra Ave, Ath Permit	355.00
461756	4/27/2021	Menlo Circus Club: 190 Park Lane, Ath Est. Volume Permit	175.00
461757	4/5/2021	John Draeger/Draeger's Market: 1010 University Dr, MP EVP	175.00
461758	4/27/2021	Jason Phuong/ Yum Cha Palace: 1039 El Camino Real, MP EVP	175.00
461759	4/6/2021	Thomas James Homes: 2156 Sterling Ave, MP Permit	170.00
461760	4/27/2021	St. Denis Parish: 2250 Avy Ave, MP EVP 2021	175.00
461761	4/8/2021	Rebuild Green: 19 Berenda Way, PV Permit	170.00
461762	4/8/2021	Thomas James Homes: 328 Central Ave, MP Permit	290.00
461763	4/8/2021	Adams Pool Solutions, Deborah Eula: 37 Valley Road, Ath Pool	587.16
461764	3/8/2021	Discount Plumbing: 2094 Camino A Los Cerros, MP Permit	290.00
461765	4/9/2021	River Engineering: 28 Politzer, MP Permit	355.00
461766	4/12/2021	Sintiat Te: 920 Cloud Ave, MP Permit	290.00
461767	4/12/2021	Bayshore Plumbers: 1341 Mills Street, MP Permit	290.00
461768	4/27/2021	Town of Los Altos Hills: MSA 2/2021	32,088.78
461769	4/27/2021	Plur Inc, Trellis Resturant: 1077 El Camino Real, MP EVP	175.00
461770	4/27/2021	Ca Family Foundation: 203 Terminal Ave, MP EVP	175.00
461771	4/12/2021	Tan Group: 1010 El Camino Real, MP EVP	175.00
461772	4/12/2021	Karwash Mohammed: 1211 Willow Road, MP EVP	175.00
461773	4/12/2021	Sherwood Design Engineers: 612 Cambridge Ave, MP Permit	170.00
461774	4/12/2021	Sherwood Design Engineers: 201 El Camino Real, MP Permit	170.00
461775	4/13/2021	Scott Carter: 27 Sargent Ln, ATH Permit	290.00
461776	4/13/2021	Wizard Plumbing: 1104 Pine Street, MP Permit	355.00
461777	4/27/2021	Sean Amiri: 35 Hesketh Dr, MP Permit	170.00
461778	4/27/2021	St. Bede's Episcopal Church: 2650 Sand Hill Rd, MP EVP	175.00
461779	4/27/2021	Portia Kersten: 124 Carmel Way, PV SSC 2020-21	1,694.00
461780	4/14/2021	Wizard Plumbing: 14 Perry Ave, MP Permit	355.00
461781	4/14/2021	Bayshore Plumbers: 8 Cotton Place, MP Permit	290.00
461782	4/27/2021	Alfin Construction, Inc: 189 Greenoaks 4A + 1A Permits	460.00
461783	4/15/2021	Thomas James Homes: 30 Sharon Ct, MP Permit	290.00
461784	4/27/2021	Gi Cha Markets, Inc.: 1305 Willow Rd, MP EVP	175.00
461785	4/27/2021	Ladera Oaks: 3249 Alpine Rd, PV EVP	175.00
461786	4/15/2021	Mary Wong: 2575 Sand Hill Rd., MP EVP	175.00
461787	4/16/2021	Roto Rooter: 1545 Laurel Pl, MP Permit	290.00
461788	4/16/2021	Supple Homes, Inc.: 1205 Bay Laurel Dr, MP Permit	170.00
461789	4/16/2021	Supple Homes, Inc.: 2315 Loma Prieta Lane, MP CCTV Review	95.00
461790	4/16/2021	Sacred Heart School, M.Dwyer: 150 Valparaiso Ave, Ath Permit	175.00
461791	4/16/2021	CCS Management, Jason Chang: 20 Kelly Ct., MP EVP	175.00
461792	4/16/2021	Bell Plumbing: 1104 Pine Street, MP Permit	355.00
461793	4/20/2021	Jonathan Tattersall: 710 Stanford Ave, MP Permit	170.00
461794	4/20/2021	Thomas James Homes: 106 Baywood Ave, MP Permit	290.00
461795	4/20/2021	Wizard Plumbing: Permit: 1040 Hermosa Ave, MP Permit	290.00
461796	4/20/2021	Usa Va Hospital Byron John Encina: 795 Willow Rd., MP EVP	175.00
461797	4/21/2021	Venus Menlo 8: 355 San Mateo Dr, MP Permit	460.00
461798	4/21/2021	Jeff Chase: 1290 Bay Laurel Dr, MP Permit	290.00
461799	4/27/2021	GSA/William R McDonald Sr: 345 Middle Road, MP EVP	175.00
461802	4/22/2021	Forood Design And Construction, Inc.: 1 Elm Place, At Permit	290.00
461803	4/23/2021	Maureen Ekedahl: Permit: 55 Deodora, ATH 1A OT Permit	290.00
461804	4/26/2021	Rebuild Green: 48 Manzanita Dr, Ath Permit	170.00
461805	4/27/2021	Menlo Park Fire Protection District: 170 Middlefield Permit	175.00
461806	4/26/2021	Moanrch Plumbing And Rooter Inc.: 365 August Cir, MP Moanrch	355.00
461807	4/27/2021	Annette Bergeron: Postage 4/2021	0.51
461808	4/27/2021	Bayshore Plumbers: 2139 Harkins Ave, MP Permit	290.00
461809	4/27/2021	OHC of California, A Med Corp: Refund	56.00
461810	4/28/2021	Gk Builders: Permit: 104 Haight St, MP Permit	460.00
461811	4/28/2021	Thomas James Homes: 505 Central Ave, MP Permit	290.00
461812	4/28/2021	Gold Wing Engineering: 176 Spruce Ave, MP Permit	290.00
461813	4/29/2021	O Nelson & Son, Inc: 57 Linda Vista Ave, Ath Permit	170.00
461814	4/29/2021	Michael Marron: 172 Elena Ave, ATH Permit	290.00
461815	4/29/2021	2161 Mills LLC: 2161 Mills Ave, MP Permit	170.00
461816	4/29/2021	C Patrick Munnerlyn: 1040 Hermosa Way, MP Permit	170.00
461817	4/30/2021	Yaeger Construction: 333 Pope St., MP CCTV Review	95.00
<b>Total Deposits</b>			<b>\$136,066.12</b>
<b>WIRE/ACH TRANSFERS RECEIVED</b>			
461745	4/1/2021	SMC: SSC 2nd Period 5% Advance FY 2020-21	1,551,890.19
461800	4/9/2021	Recology: Franchise Fee 3/2021	8,770.49
461801	4/16/2021	SMC: Sewer Service Fees 2nd Installment FY2020-21	7,549,087.81
<b>Total Transfer to BoFw Checking</b>			<b>\$9,109,748.49</b>
<b>TOTAL DEPOSITS</b>			<b>\$9,245,814.61</b>



**WEST BAY SANITARY DISTRICT**  
**Financial Activity Report**  
**Withdrawals**  
**April 1, 2021 through April 30, 2021**

<b>CHECK</b>	<b>DATE</b>	<b>TO WHOM PAYABLE</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
67614	4/5/2021	ALPHA ANALYTICAL LABORATORIES	Daily Coliform Samples 3/2021	240.00
67615	4/5/2021	ANDERSON PACIFIC	SHGCC Operations & Maintenance 12/27/20-1/26/21	67,647.07
67616	4/5/2021	CALIFORNIA WATER SERVICE	Water Service - Seminary Pump Station 2/20/21-3/19/21	27.08
67617	4/5/2021	CINTAS CORP.	Uniform Cleaning 3/24/2021	1,428.88
67618	4/5/2021	COMCAST	Internet - 2900 Sand Hill Rd & 500 Laurel St 3/18/21-4/17/21	542.90
67619	4/5/2021	CPS HR CONSULTING	HR Consulting Services - 10/2020-01/2021	7,240.00
67620	4/5/2021	ELITE PARTS LLC	Unit 205 Leaking Debris Tank Slide Valve 3/2021	467.50
67621	4/5/2021	FEDERAL EXPRESS	Fed Ex - 3/2021	136.17
67622	4/5/2021	NAVIA BENEFIT SOLUTIONS	FSA PR Contributions 4/9/2021 & Monthly Commuter Fees 3/2021	750.41
67623	4/5/2021	FRANCHISE TAX BOARD	Wage Garnishments	325.00
67624	4/5/2021	GLOBAL EQUIPMENT, INC	Maintenance Bathroom Drip Deodorizers 3/2021	860.11
67625	4/5/2021	GRAINGER	Operating Supplies 2/2021	2,889.73
67626	4/5/2021	HARBEN CALIFORNIA	Unit 220: Harben Pump Rebuild	5,662.48
67627	4/5/2021	HELIX LABORATORIES, INC.	Commander FOG Control 55 Gallon Drum	2,403.50
67628	4/5/2021	KIS	Barracuda Message Archiver Annual Renewal	547.98
67629	4/5/2021	CITY OF MENLO PARK - Water	Water Service 3/2021	147.56
67630	4/5/2021	MENLO PARK FIRE PROTECTION	Pump Stations: Hazardous Material Permits FY 2020-21 (10)	8,290.00
67631	4/5/2021	MORSE HYDRAULICS	Unit 226: High Pressure Water Line Replacement	51.78
67632	4/5/2021	NIXON-EGLI EQUIPMENT COMPANY	Unit 205: Complete Service, Chassis and Vacuum Unit 3/2021	6,629.88
67633	4/5/2021	OGASAWARA LANDSCAPE MAINT.	Building Maintenance 3/2021	400.00
67634	4/5/2021	OMEGA INDUSTRIAL SUPPLY, INC.	Sewer Aide & Marking Paint 1/2021	388.93
67636	4/5/2021	PACIFIC GAS & ELECTRIC	Gas & Electric Service - 3/2021	300.12
67637	4/5/2021	PIER 2 MARKETING	Quarterly Website Maintenance Q2/2021	500.00
67638	4/5/2021	SAFETY KLEEN CORP.	Safety Kleen Lithium Battery Recycle 2/2021	696.28
67639	4/5/2021	SEEKZEN SYSTEMS	IT Consulting Service 3/2021	475.00
67640	4/5/2021	SHAPE INCORPORATED	Volute for Pump at Vintage Oaks 1 - 3/2021	3,321.20
67642	4/5/2021	SIEMENS INDUSTRY, INC.	Siemens XPS-10 Ultrasonic Head 3/2021	4,588.50
67643	4/5/2021	SPARTAN TOOL, LLC	Spartan 1036 Spare Parts, Splicers, Blades 2/2021	1,221.23
67644	4/5/2021	THE SURTEC SYSTEM	Deo-Zyme Odor Control 3/2021	219.33
67645	4/5/2021	TOWNE FORD SALES	Vehicle Repair Backup 2/2021	951.16
67646	4/5/2021	A & B TRAILER HITCH INC.	Pintle Hitch Replacement Unit 202 2/2021	393.98
67647	4/5/2021	TRITECH SOFTWARE SYSTEMS	Lucity Consulting Services for Mobile and Web 2/28/21-3/6/21	90.00
67648	4/5/2021	VALLEY HEATING & COOLING	Maintenance Agreement Valley Heating and Cooling 2020	2,383.00
67650	4/6/2021	P&F DISTRIBUTERS	Nupegeco Fusion Machine Calibration 1/2021	623.95
67651	4/6/2021	SHARP BUSINESS SYSTEMS	Lease for(3) copiers (1st Flr Admin, 2nd Flr Admin and Maint)	1,139.44
67652	4/14/2021	MATHESON TRI-GAS, INC.	Gas 3/2021	56.91
67653	4/14/2021	ALPHA ANALYTICAL LABORATORIES	Daily Coliform Samples 3/2021	420.00
67654	4/14/2021	VEOLIA WATER NORTH AMERICA	Water Service - Purdue Ave 2/2/21-4/2/21	84.04
67655	4/14/2021	ATCHISON, BARISONE & CONDOTTI	Attorney Fees 3/2021	10,113.34
67656	4/14/2021	CONSOLIDATED PARTS, INC	Parts for Illinois Pump Station 3/2021	1,197.30
67657	4/14/2021	CSRMA C/O ALLIANT INSURANCE	CSRMA Liability Program 2021	172,866.00
67658	4/14/2021	CALPERS LONG-TERM CARE PROGRAM	Long Term Care Withholding 4/1/21-4/15/21	35.36
67659	4/14/2021	JASON KAMBIC	Admin Bldg Interior Painting	6,440.00
67660	4/14/2021	THE ALMANAC	Legal Advertising 3/2021	2,376.00
67661	4/14/2021	ENVIROZYME	FOG Digester 5B 3/2021	3,074.82
67662	4/14/2021	FEDERAL EXPRESS	FedEx - Texas Underground 3/2021	78.12
67665	4/14/2021	IEDA	Consulting Fees 4/2021	786.00
67666	4/14/2021	JANI-KING OF CA, INC - SFR/OAK	Custodial Service 4/2021	753.72
67667	4/14/2021	KONE PASADENA	Elevator Maintenance 4/2021	267.12
67668	4/14/2021	MALLORY CO.	Safety Equipment	1,883.65
67670	4/14/2021	OCCUPATIONAL HEALTH CENTERS	DOT Physical & Hep B Vaccine	145.00
67672	4/14/2021	PACIFIC GAS & ELECTRIC	Gas & Electric Service - 3/2021	15,201.76
67673	4/14/2021	COUNTY OF SAN MATEO	LSSA Recording Fee: 1104 Pine, 061-382-290	20.00
67674	4/14/2021	COUNTY OF SAN MATEO	LSSA Recording Fee: 1725 Oakdell, 071-180-620	20.00
67675	4/14/2021	COUNTY OF SAN MATEO	LSSA Recording Fee: 78 Alejandra, 070-250-070	20.00
67676	4/14/2021	COUNTY OF SAN MATEO	LSSA Recording Fee: 28 Politzer, 071-033-140	20.00
67677	4/14/2021	SAN MATEO COUNTY HEALTH	San Mateo County Environmental Health Department - Permit Fee	849.00
67678	4/14/2021	TPX COMMUNICATIONS	TPx - District VoIP Phone Service 3/2021	2,901.24
67679	4/14/2021	TELETRAC NAVMAN US LTD.	GPS For District Vehicles 3/2021	123.11
67680	4/14/2021	VALLEY HEATING & COOLING	Maintenance Agreement Valley Heating and Cooling	1,300.00
67681	4/14/2021	VISION COMMUNICATIONS CO.	Radio Airtime 4/2021	690.49
67682	4/14/2021	WOODARD & CURRAN	Sampling Analysis & Discharge Support	9,472.00

**WEST BAY SANITARY DISTRICT**  
**Financial Activity Report**  
**Withdrawals**  
**April 1, 2021 through April 30, 2021**

67683	4/15/2021	MACHU PICCHU ROOFING	Replace Roof at Corte Madera Pump Station	3,000.00
67684	4/15/2021	WEX BANK (Chevron)	Unit 224: Fuel - 3/2021	106.45
67685	4/15/2021	GRAINGER	Socket Wrench Set	395.25
67686	4/15/2021	HOME DEPOT CREDIT SERVICES	Pump Station Parts & Supplies & Small Tools 3/2021	1,435.93
67687	4/21/2021	AT&T	Telemetry & Alarms - 3/13/21-4/12/21	1,057.89
67688	4/21/2021	ALLIED CRANE	Annual Certification for 5 Ton Gantry - SHGCC	560.84
67689	4/21/2021	ALPHA ANALYTICAL LABORATORIES	Daily Coliform Samples 4/2021	180.00
67690	4/21/2021	READYREFRESH BY NESTLE	Water Delivery - 3/1/21-3/31/21	57.98
67691	4/21/2021	BATTERY JUNCTION WHOLESAL	Rayovac alkaline 6 volt battery 4/2021	441.12
67692	4/21/2021	JED M. BEYER	Tuition Reimbursement - Cornell University 2 Classes	910.00
67693	4/21/2021	CASA	Membership Renewal	13,600.00
67694	4/21/2021	CALIFORNIA WATER SERVICE	Water Service - 3-4/2021	1,176.90
67695	4/21/2021	CINTAS CORP.	Uniform Cleaning 4/2021	1,603.89
67696	4/21/2021	COMCAST	Internet 2006 Sand Hill Rd 4/15/21-5/14/21	140.06
67697	4/21/2021	ELITE PARTS LLC	Unit 205 Solenoid Block Replacement 3/2021	6,002.69
67698	4/21/2021	D & L SUPPLY	Replacement Manhole and Lamp Hole Cover in Woodside 3/2021	391.54
67699	4/21/2021	DELL MARKETING L.P.	PowerEdge R730 Server for VMWare Extended Warranty 4/2021	695.20
67700	4/21/2021	DU-ALL SAFETY, LLC	Monthly Safety Maintenance Contract 3/2021	1,620.00
67701	4/21/2021	ESRI	ESRI Annual Renewal 2021	10,000.00
67702	4/21/2021	NAVIA BENEFIT SOLUTIONS	Flexible Spending Account PR Contributions	725.41
67703	4/21/2021	FRANCHISE TAX BOARD	Earnings Withholding Order #389526548454718398	325.00
67704	4/21/2021	FREYER & LAURETA	Engineering Services	49,689.21
67705	4/21/2021	GRAINGER	Equipment and Supplies 3/2021	1,477.37
67706	4/21/2021	HACH COMPANY	HACH 27 Meters Maint & Reporting Contract 4/2021	13,275.00
67707	4/21/2021	KIS	VMware Annual Support Renewal (for servers) 4/2021	4,066.78
67708	4/21/2021	CITY OF MENLO PARK - Water	Water Service - 2/26/21-3/26/21	768.82
67709	4/21/2021	PREFERRED ALLIANCE	Admin Fees for DOT Testing 3/2021	235.98
67710	4/21/2021	PRINCIPAL LIFE INSURANCE CO.	Insurance 5/2021	6,239.91
67711	4/21/2021	RECOLOGY PENINSULA SERVICES	Garbage Service 3/2021	249.39
67712	4/21/2021	RED WING SHOE STORE	Safety Shoes 2/2021	421.42
67713	4/21/2021	SIGNA MECHANICAL	Grinder Parts 4/2021	6,613.19
67714	4/21/2021	COUNTY OF SAN MATEO	LSSA Recoding Fee: 14 Perry, APN: 074-102-080, Gallagher	23.00
67715	4/21/2021	SILICON VALLEY CLEAN WATER	Total Coliform Samples - Silicon Valley Clean Water	525.00
67716	4/21/2021	TEAMSTERS LOCAL NO. 350	Union Dues 5/2021	976.00
67717	4/21/2021	TELETRAC NAVMAN US LTD.	GPS For District Vehicles 4/2021	123.11
67718	4/21/2021	VAR TECHNOLOGY FINANCE	Fujitsu fi-7900 Scanner Lease	462.99
67719	4/21/2021	VERIZON WIRELESS	District Cellphone Monthly Billing Statement 3/16/21-4/15/21	1,369.03
67720	4/28/2021	ACTION TOWING	District Vehicles Towed To Towne Ford 4/2021	381.00
67721	4/28/2021	ALPHA ANALYTICAL LABORATORIES	Daily Coliform Samples 3/2021	230.00
67722	4/28/2021	READYREFRESH BY NESTLE	Water Delivery 3/11/21-4/10/21	289.03
67723	4/28/2021	BAY AREA BARRICADE SERVICE INC	Barricade Type 1 Wood 4/2021	629.67
67724	4/28/2021	CALIFORNIA WATER SERVICE	Water Service - Seminary Pump Station 3/20/21-4/20/21	26.59
67725	4/28/2021	CALPERS LONG-TERM CARE PROGRAM	Long Term Care Withholding 4/16/21-4/30/21	35.36
67726	4/28/2021	CINTAS CORP.	Uniform Cleaning 4/21/2021	687.18
67727	4/28/2021	COMCAST	Internet - Sand Hill Rd & Laurel St4/18/21-5/17/21	543.01
67728	4/28/2021	DELUXE	Deluxe High Security Checks (1000)	422.64
67729	4/28/2021	DOLPHIN GRAPHICS	North Face Jackets - 3/2021	886.54
67730	4/28/2021	FREYER & LAURETA	Bayfront Park Entrance Design 3/2021	4,662.50
67731	4/28/2021	GRAINGER	Utility Sump Pumps	1,475.62
67732	4/28/2021	GRANITE ROCK, INC.	Rehab, Rock, & Asphalt 3/2021	254.09
67733	4/28/2021	ARTHUR HILDEBRAND	Rapid Covid Test	249.00
67734	4/28/2021	BOB HULSMANN	Costco for Admin Day Luncheon	469.21
67735	4/28/2021	CITY OF MENLO PARK-FUEL	District Vehicle Fuel 3/2021	6,281.88
67736	4/28/2021	MORSE HYDRAULICS	Hydraulic Replacement Hose Unit 220 - 4/2021	69.41
67737	4/28/2021	MOTION INDUSTRIES, INC.	Emergency Bypass Hoses 3/2021	390.95
67738	4/28/2021	NATIONAL AUTO FLEET CLUB	New Super Duty F350 with Crane, Unit 217 4/2021	87,289.71
67739	4/28/2021	OGASAWARA LANDSCAPE MAINT.	Building Maintenance 4/2021	490.00
67740	4/28/2021	P&F DISTRIBUTERS	HDPE Manhole Cone and Riser 4/2021	3,916.61
67741	4/28/2021	PACIFIC GAS & ELECTRIC	Gas & Electric Service - 3/18/21-4/18/21	1,606.73
67742	4/28/2021	PRECISION ENGINEERING	North Bay Road & Ringwood Avenue CIP - 3/2021	279,733.20
67743	4/28/2021	RUPERT SANDOVAL	Office of Water Programs-Operation of Wastewater Treatment P	118.55
67744	4/28/2021	COUNTY OF SAN MATEO	LSSA Recording Fee: 365 August, MP, 071-192-250	20.00
67745	4/28/2021	STAPLES CREDIT PLAN	Office Supplies 4/2021	224.49
67746	4/28/2021	TOWNE FORD SALES	Diagnose and Repairs to District Vehicles	1,527.77
67747	4/28/2021	YOUNG'S AUTO SUPPLY CENTER	Unit 220: Battery Replacement	148.87

**WEST BAY SANITARY DISTRICT**  
**Financial Activity Report**  
**Withdrawals**  
**April 1, 2021 through April 30, 2021**

67275	4/6/2021	CASA	Void Stall Dated Check	(13,600.00)
67291	4/6/2021	REDWOOD GENERAL TIRE CO., INC.	Void Stall Dated Check	(129.95)
67467	4/28/2021	County of San Mateo	Void Stall Dated Check	(369.00)

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**865,078.14**

**Corporate Cards:**

<b>GL</b>	<b>DATE</b>	<b>Account Number &amp; Name</b>	<b>Description</b>	<b>Amount</b>
21000	4/20/2021	Accounts Payable	Personal Expense-See Receipt #461749	13.89
54028	4/20/2021	Commuter Benefits	Fastrak: Transportation Expenses	830.00
54080	4/20/2021	Memberships	CWEA Membership Fees	948.00
54101	4/20/2021	Ops Supplies & Materials	Bolts, Washers, Shelving Unit	130.63
54105	4/20/2021	Pump Station Parts & Supplies	Fluorescent Tubes	76.40
54154	4/20/2021	Mobile & Non-mobile Equip R&M	2 Oil Changes, Energy Management System, Battery	1,314.04
54174	4/20/2021	Mgmt Conf. & District Meetings	Business Meeting	405.56
54176	4/20/2021	Business Meetings	DM Meetings	66.90
54207	4/20/2021	Vallombrosa Center	Vallombrosa: On Call Lodging	1,980.00
54158	4/20/2021	Computer Software R & M	Audio and Video Conference Services	118.43
54159	4/20/2021	Computer Hardware R & M	Keyboard, and Tablet Battery Replacement	36.06
<b>Bank of the West - Credit Cards</b>				<b><u>5,919.91</u></b>

**WEST BAY SANITARY DISTRICT**  
**Financial Activity Report**  
**Withdrawals**  
**April 1, 2021 through April 30, 2021**

**Bank Transfers:**

<b>DATE</b>	<b>TO WHOM PAYABLE</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
4/1/2021	SVCW	Monthly Operating Contribution	636,710.00
4/2/2021	Central Payment	Credit Card Processing Fees	740.04
4/8/2021	PrimePay	PrimePay Fees	1,303.17
4/9/2021	PrimePay	Employee Payroll - Check Date: 4/9/2021	108,197.90
4/9/2021	PrimePay	Payroll Taxes	31,281.39
4/9/2021	ICMA	Deferred Compensation	13,083.26
4/12/2021	CalPERS	Health Premiums	57,100.07
4/20/2021	Bank of the West	Bank Fees	370.46
4/23/2021	PrimePay	Employee Payroll - Check Date: 4/23/2021	109,555.04
4/23/2021	PrimePay	Payroll Taxes	32,620.35
4/23/2021	ICMA	Deferred Compensation	15,663.38
4/26/2021	CalPERS	Retirement	46,545.47
4/26/2021	LAIF	Transfer to WBSD LAIF Account	8,000,000.00
<b>Bank Transfers From Bofw Checking</b>			<b>9,053,170.53</b>

**Summaries:**

**Withdrawal Summary**

Total Checks	865,078.14
Total Corp Card	5,919.91
Total Bank Transfers	9,053,170.53
<b>Total Withdrawals</b>	<b>9,924,168.58</b>

**Fund**      **Summary by Budget Category**

100	Operations	9,388,989.06
200	Capital	424,374.62
500	SHGCC	110,804.90
		<b>9,924,168.58</b>

**WEST BAY SANITARY DISTRICT**  
**Financial Activity Report**  
**Supplemental Purchase Register**  
**April 1, 2021 through April 30, 2021**

**OPERATING SUPPLIES & OFFICE EXPENSE**

<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
67625	4/5/2021	GRAINGER	Ladder, Safety Roadside Kits, Work Gloves, Chains, Fixed Ratchet Load Binder, Valve Lockout, Organizer	2,889.73
67627	4/5/2021	HELIX LABORATORIES, INC.	Commander FOG Control 55 Gallon Drum 3/2021	2,403.50
67640	4/5/2021	SHAPE INCORPORATED	Volute for Pump at Vintage Oaks 1 - 3/2021	3,321.20
67642	4/5/2021	SIEMENS INDUSTRY, INC.	Siemens XPS-10 Ultrasonic Head 3/2021	4,588.50
67643	4/5/2021	SPARTAN TOOL, LLC	Spartan 1036 Spare Parts, Splicers, Blades 2/2021	1,221.23
67661	4/14/2021	ENVIROZYME	FOG Digester 5B 3/2021	3,074.82
67668	4/14/2021	MALLORY CO.	Tank of Calibrator Gas and Gas Regulators	1,883.65
67686	4/15/2021	HOME DEPOT CREDIT SERVICES	Pipe Fittings, Couplings, Clamps, Batteries	1,435.93
67705	4/21/2021	GRAINGER	Wall Racks, Mechanical Lever Lock Set	1,477.37
67713	4/21/2021	SIGNA MECHANICAL	Grinder Parts 4/2021	6,613.19
67731	4/28/2021	GRAINGER	Utility Sump Pumps	1,475.62
67738	4/28/2021	NATIONAL AUTO FLEET CLUB	New Super Duty F350 with Crane, Unit 217	87,289.71
67740	4/28/2021	P&F DISTRIBUTERS	HDPE Manhole Cone and Riser 4/2021	3,916.61

**MISCELLANEOUS**

<u>CHECK</u>	<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
67615	4/5/2021	ANDERSON PACIFIC	SHGCC Operations & Maintenance 12/27/20-1/26/21	67,647.07
67619	4/5/2021	CPS HR CONSULTING	HR Consulting Services - 10/2020-01/2021	7,240.00
67626	4/5/2021	HARBEN CALIFORNIA	Unit 220 Harben Pump Rebuild 2/2021	5,662.48
67630	4/5/2021	MENLO PARK FIRE PROTECTION	Pump Stations: Hazardous Material Permits FY 2020-21 (10)	8,290.00
67632	4/5/2021	NIXON-EGLI EQUIPMENT COMPANY	Unit 205 Complete Service, Chassis and Vacuum Unit 3/2021	6,629.88
67648	4/5/2021	VALLEY HEATING & COOLING	Maintenance Agreement Valley Heating and Cooling 2020	2,383.00
67657	4/14/2021	CSRMA C/O ALLIANT INSURANCE	CSRMA Liability Program 2021	172,866.00
67659	4/14/2021	JASON KAMBIC	Admin Bldg Interior Painting	6,440.00
67660	4/14/2021	THE ALMANAC	Legal Advertising 3/2021	2,376.00
67682	4/14/2021	WOODARD & CURRAN	Sampling Analysis & Discharge Support	9,472.00
67683	4/15/2021	MACHU PICCHU ROOFING	Replace Roof at Corte Madera Pump Station	3,000.00
67693	4/21/2021	CASA	Membership Renewal	13,600.00
67697	4/21/2021	ELITE PARTS LLC	Unit 205 Solenoid Block Replacement 3/2021	6,002.69
67701	4/21/2021	ESRI	ESRI Annual Renewal 2021	10,000.00
67704	4/21/2021	FREYER & LAURETA	Levee Design; North Bay Road & Ringwood CIP Design	49,689.21
67706	4/21/2021	HACH COMPANY	HACH 27 Meters Maint & Reporting Contract 4/2021	13,275.00
67707	4/21/2021	KIS	VMware Annual Support Renewal (for servers) 4/2021	4,066.78
67730	4/28/2021	FREYER & LAURETA	Bayfront Park Entrance Design 3/2021	4,662.50
67742	4/28/2021	PRECISION ENGINEERING	North Bay Road & Ringwood Avenue CIP - 3/2021	279,733.20
67746	4/28/2021	TOWNE FORD SALES	Unit 208: Battery Repair; Unit 202: Replace Throttle Body & Service	1,527.77

**WEST BAY SANITARY DISTRICT**  
**Expenditures Summary FY 2020-21**  
**7/01/2020 to 04/30/2021**

<b>REGULAR PAYABLES</b>	<b>TOTAL BY VENDOR</b>	<b>WITHDRAWALS</b>
	<b>YTD FY 2020-21</b>	<b>4/2021</b>
3T Equipment Company	25,952.65	-
A-A Lock & Alarm	814.40	-
AAA Rentals	3,063.36	-
A & B Trailer Hitch Inc.	393.98	393.98
Abila	13,491.28	-
Access	190.00	-
Ace Fire Equipment & Service	1,306.05	-
Action Towing	1,437.00	381.00
Air & Lube Systems, Inc.	52,759.21	-
All Fence Company, Inc.	1,040.00	-
Alliant Insurance Services	18,817.00	-
Allied Crane	560.84	560.84
The Almanac	6,864.00	2,376.00
Alpha Analytical Laboratories	9,650.00	1,070.00
Angel Ambriz	83.00	-
American Messaging	203.66	-
American Textile & Supply	1,959.58	-
Anderson Pacific	901,235.40	67,647.07
Aquality Water Management Inc.	695.14	-
Aqua Natural Solutions	4,009.20	-
Arcon Builders	2,000.00	-
AT&T	10,292.06	1,057.89
Atchison, Barisone & Condotti	61,904.66	10,113.34
Backflow Prevention Specialist	1,913.00	-
Bank of the West - Credit Cards	171,698.69	5,919.91
Bank of the West	3,390.37	370.46
Barker Wagoner Architects	15,038.60	-
Battery Junction Wholesale	441.12	441.12
Bay Alarm	17,837.53	-
Bay Area Air Quality Mgmt Dist	8,055.00	-
Bay Area Barricade Service Inc	629.67	629.67
Bayside Equipment Company	29,503.36	-
Annette Bergeron - Petty Cash	143.43	-
Jed M. Beyer	2,730.00	910.00
Bonny Doon Environmental	4,358.68	-
Vance Brown	291.25	-
California Water Service	16,043.64	1,230.57
CalPERS - Actuary Fee	1,050.00	-
CalPERS - Unfunded Accrued Liability	1,982,655.00	-
CalPERS - Retirement	440,769.93	46,545.47
CalPERS - Health Premiums	507,830.08	57,100.07
Calpers Long-Term Care Program	707.20	70.72
CASA	13,600.00	-
CDW Government	7,866.59	-
Center for Hearing Health Inc.	600.00	-
Central Payment	3,562.44	740.04
Chavan & Associates LLP	14,000.00	-
Chemsearch	1,590.19	-
George Choi	9,500.00	-
Cintas Corp.	35,344.87	3,719.95
City of Menlo Park	552.00	-
City of Menlo Park - Repair	10,190.30	-
City of Menlo Park-Fuel	33,711.91	6,281.88
City of Menlo Park - Water	13,426.27	916.38
Comcast	4,454.99	1,225.97
The Concept Genie	1,326.16	-
Consolidated Parts, Inc	1,197.30	1,197.30
Costco Membership	60.00	-
Heath Cortez	225.00	-
CPS HR Consulting	7,627.50	7,240.00
CSDA	7,805.00	-
CSRMA c/o Alliant Insurance	333,398.60	172,866.00
CUSI	13,750.00	-
CWEA	1,994.00	-
Cues, Inc.	3,950.00	-
Custom Lanyard	1,619.40	-
Dell Marketing L.P.	1,679.20	695.20
Deluxe	422.64	422.64
Dewey Pest Control	8,785.00	-
Ditch Witch West	1,610.14	-
D & L Supply	391.54	391.54
Dolphin Graphics	17,039.74	886.54
Du-All Safety, Llc	17,178.75	1,620.00
Duke's Root Control, Inc	153,327.92	-
ESRI	12,125.00	10,000.00
East Bay Muni Utility District	2,458.50	-
Elite Parts LLC	7,838.31	6,470.19
Embarcadero Media	4,721.20	-
Emerging Sun Productions	436.00	-
Envirozyme	3,074.82	3,074.82
Fast Response On-Site Testing	1,817.60	-
Federal Express	2,479.10	214.29
Fremont Urgent Care	2,838.00	-
Finishmaster Inc	1,098.92	-
City of Foster City	1,520.00	-

**WEST BAY SANITARY DISTRICT**  
**Expenditures Summary FY 2020-21**  
**7/01/2020 to 04/30/2021**

<b>REGULAR PAYABLES</b>	<b>TOTAL BY VENDOR</b>	<b>WITHDRAWALS</b>
	<b>YTD FY 2020-21</b>	<b>4/2021</b>
Franchise Tax Board	5,350.00	650.00
Freyer & Laureta	568,912.93	54,351.71
Global Equipment, Inc	2,671.26	860.11
Golden Gate Truck Center	2,219.47	-
Goldstreet Design Agency, Inc.	844.38	-
Governmentjobs.com dba NeoGov	3,778.32	-
GovConnection, Inc.	780.00	-
Grainger	38,699.86	6,237.97
Granite Rock, Inc.	681.19	254.09
Hach Company	44,885.72	13,275.00
Hadronex, Inc.	34,632.00	-
Harben California	5,662.48	5,662.48
Harbor Ready Mix	528.79	-
Harrington Industrial Plastics	131.02	-
Helix Laboratories, Inc.	2,403.50	2,403.50
HF&H Consultants, LLC	58,814.60	-
Arthur Hildebrand	249.00	249.00
Hillyard/San Francisco	1,738.23	-
Home Depot Credit Services	10,614.34	1,435.93
Bob Hulsmann	1,715.36	469.21
ICMA	243,919.16	28,746.64
IEDA	7,860.00	786.00
ISAC Inc	1,500.00	-
Innovyze, Inc	8,194.00	-
Institute for Local Government	350.00	-
Instrument Technology Corp.	8,891.26	-
Intl Training & Rehab Tech Inc	950.00	-
Interstate Traffic Control	172.07	-
Jani-King of CA, Inc - SFR/OAK	9,414.33	753.72
Jason Kambic	6,440.00	6,440.00
Kantor's Furniture	6,610.63	-
Kimball Midwest	9,133.77	-
KIS	14,499.17	4,614.76
Kone Pasadena	2,671.20	267.12
Lasky Trade Printing	426.08	-
Learn It Inc.	1,500.00	-
Log Me In	1,801.98	-
Machu Picchu Roofing	3,000.00	3,000.00
Damian Madrigal	295.00	-
Eric Madrigal	169.10	-
Mallory Co.	12,298.39	1,883.65
Matheson Tri-Gas, Inc.	544.03	56.91
Shahriyar Matloub	460.00	-
Medina's Catering	778.28	-
Meineke	1,580.76	-
Menlo Chevron	790.56	-
Menlo Park Chamber of Commerce	475.00	-
Menlo Park Fire Protection	16,580.00	8,290.00
Menlo Park Hardware Co. #14016	882.09	-
Mid Peninsula Abstracts	553.33	-
Mid State Container Sales, Inc	2,800.00	-
Mission Clay Products, LLC	8,111.70	-
Mission Valley Ford	1,074.25	-
Justin Morin	1,561.10	-
Morse Hydraulics	1,930.45	121.19
Motion Industries, Inc.	390.95	390.95
Municipal Maintenance Equip.	31,180.19	-
National Auto Fleet Club	174,579.42	87,289.71
Navia Benefit Solutions	13,242.04	1,475.82
NeoPost	1,850.00	-
Carrie Nevoli - Petty Cash	598.06	-
Nixon-Egli Equipment Company	6,921.23	6,629.88
North Bay Pensions	2,500.00	-
R.A. Nosek Investigations	2,940.00	-
Occasions, ETC.	514.96	-
Occupational Health Centers	1,528.00	145.00
Ogasawara Landscape Maint.	9,670.00	890.00
Omega Industrial Supply, Inc.	11,677.90	388.93
P&F Distributers	7,184.41	4,540.56
Pacific Gas & Electric	182,304.39	17,108.61
Partridge, LLC	8,501.00	-
Albert Platino	225.00	-
Paytrace	904.39	-
Peninsula Battery Inc.	1,978.12	-
Peninsula Building Supply	3,080.32	-
Pier 2 Marketing	2,300.00	500.00
Ponton Industries, Inc.	19,948.58	-
Precise Concrete Sawing, Inc.	850.00	-
Precise Printing and Mailing	12,204.73	-
Precision Engineering	279,733.20	279,733.20
Preferred Alliance	2,827.02	235.98
PrimePay Fees	7,141.86	1,303.17
Principal Life Insurance Co.	54,057.04	6,239.91
Priority 1 Public Safety	7,908.96	-
Quadient Leasing USA, Inc.	536.50	-

**WEST BAY SANITARY DISTRICT**  
**Expenditures Summary FY 2020-21**  
**7/01/2020 to 04/30/2021**

<b>REGULAR PAYABLES</b>	<b>TOTAL BY VENDOR</b>	<b>WITHDRAWALS</b>
	<b>YTD FY 2020-21</b>	<b>4/2021</b>
Jose Quezada	1,525.79	-
Sergio Ramirez	13,661.69	-
Ranger Pipelines	39,646.99	-
Readyrefresh By Nestle	3,467.87	347.01
Recology Peninsula Services	561.13	249.39
Red Wing Shoe Store	8,663.42	421.42
City of Redwood City	7,645.81	-
Redwood General Tire Co., Inc.	507.11	(129.95)
Registrar of Voters	4.37	-
Todd Reese	500.00	-
Resolution Gutter	760.00	-
Rich Voss Trucking	986.00	-
Roadrunner Glass Door, Inc.	4,781.88	-
Roberts & Brune Company	23,277.77	-
SVCW Bond - 2014 Bond	1,145,479.63	-
SVCW Bond - 2015 Bond	1,610,500.00	-
SVCW Bond - 2018 Bond	1,837,712.50	-
SVCW - Monthly Operating Payment	5,730,390.00	636,710.00
SVCW - SRF Loan	506,765.21	-
Silicon Valley Clean Water	525.00	525.00
Safety Kleen Corp.	2,771.66	696.28
County of San Mateo	2,310.00	(246.00)
San Mateo County Assessor	305.00	-
San Mateo County Clerk	731.00	-
San Mateo County Tax Collector	945.58	-
San Mateo County Health	2,157.00	849.00
County of San Mateo - LAFCO	28,067.00	-
County of Santa Clara	587.00	-
Rupert Sandoval	118.55	118.55
Henry Santos	150.00	-
Robert J. Scheidt	1,496.39	-
Phil Scott	75.61	-
Seekzen Systems	9,152.80	475.00
Shape Incorporated	11,852.53	3,321.20
Sharp Business Systems	12,207.99	1,139.44
Sharp Electronics Corporation	288.59	-
Snap On Industrial	1,550.79	-
Siemens Industry, Inc.	10,199.58	4,588.50
Signa Mechanical	16,270.26	6,613.19
Sonsray Machinery LLC	2,140.51	-
Spartan Tool, LLC	5,023.20	1,221.23
Staples Credit Plan	10,124.77	224.49
State Water Resources Control	27,719.50	-
Steven Creek Quarry, Inc.	1,998.41	-
Robert Stone	9,986.16	-
Summit Aerial Services Inc	1,000.00	-
Sunstate Equipment	3,653.29	-
The Surtec System	219.33	219.33
Sutter EAP	1,657.75	-
Syneco Systems, Inc.	1,771.25	-
SWRCB - SHRWF SRF Loan	662,910.88	-
TPX Communications	11,644.98	2,901.24
Target Specialty Products	2,219.79	-
Teamsters Local No. 350	10,822.00	976.00
Teletrac Navman US Ltd.	2,088.33	246.22
Town of Atherton	3,000.00	-
Towne Ford Sales	67,326.12	2,478.93
Tritech Software Systems	990.00	90.00
Underground Service Alert	9,225.73	-
Urbanowicz, John H.	8,000.00	-
USA Blue Book	428.36	-
U.S. Jetting, LLC.	1,049.76	-
VAR Technology Finance	2,795.78	462.99
V & A Consulting Engineers	10,165.00	-
Valley Heating & Cooling	3,683.00	3,683.00
Valley Oil Company	100.02	-
Veolia Water North America	159.73	84.04
Verizon Wireless	5,074.84	1,369.03
Vision Communications Co.	8,756.04	690.49
Weco Industries, LLC	43,035.12	-
Western States Tool & Supply	3,283.63	-
Western Truck Fab	1,180.92	-
Wex Bank (Chevron)	1,548.27	106.45
Woodard & Curran	60,291.93	9,472.00
Young's Auto Supply Center	1,004.92	148.87
Zanker Recycling	51.77	-
<b>TOTAL REGULAR PAYABLES</b>	<b>19,123,542.92</b>	<b>1,642,513.90</b>



**WEST BAY SANITARY DISTRICT**  
**Expenditures Summary FY 2020-21**  
**7/01/2020 to 04/30/2021**

<b>REGULAR PAYABLES</b>	<b>TOTAL BY VENDOR YTD FY 2020-21</b>	<b>WITHDRAWALS 4/2021</b>
<b><u>SALARIES, WAGES &amp; WITHHOLDINGS</u></b>		
Salaries/Wages - Net Pay	2,408,768.95	217,752.94
Directors Fees - Net Pay	27,633.49	
Payroll Taxes	746,239.34	63,901.74
Performance Merit Program - Net Pay	130,427.78	-
<b>TOTAL SALARIES RELATED</b>	<b><u>3,313,069.56</u></b>	<b><u>281,654.68</u></b>
<b>TOTAL WITHDRAWALS</b>	<b><u>22,436,612.48</u></b>	<b><u>1,924,168.58</u></b>
<b>WBSD Transfers:</b>		
Transfer to WBSD LAIF Account	18,500,000.00	8,000,000.00
Transfer to WBSD Investment Accounts	2,799,000.00	
Other Transfers	-	
<b>Transfer to WBSD Accounts</b>	<b><u>21,299,000.00</u></b>	<b><u>8,000,000.00</u></b>

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 6C**

**To: Board of Directors**

**From: Bob Hulsmann, Operations Superintendent**

**Subject: WBSD Operations and Maintenance Report – April 2021**

Month	Basin PM Pipe Cleaning Miles	High Freq. PM Pipe Cleaning Miles	Un-Sche. Pipe Cleaning Miles	WBSD CCTV Insp. Miles	Pipe Patch Repairs Qty.	Open Trench Repairs Qty.	Pump Sta. PM Qty.	Pump Sta. Unsch. Repairs Qty.	SSO Cat. 1	SSO Cat. 2&3s	Service Calls- Unit 208			
											Call Outs	Sch PM	Unsch. PM	USA's
January	11.4	4.7	1.2	2.7	5	5	61	0	0	0	79	12	0	153
February	4.6	7.1	0.5	2.9	5	8	66	0	0	0	68	5	0	190
March	16.8	0.1	0.4	4.8	2	8	73	0	0	0	87	14	0	230
April	9.9	5.0	0.1	0.8	5	8	79	0	0	0	76	9	0	195
<b>Yr to date</b>	<b>42.7</b>	<b>16.9</b>	<b>2.2</b>	<b>11.2</b>	<b>17</b>	<b>29</b>	<b>279</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>310</b>	<b>40</b>	<b>0</b>	<b>768</b>
<b>2021 Goals</b>	<b>120.0</b>	<b>50.0</b>	<b>n/a</b>	<b>45-50</b>	<b>65</b>	<b>90</b>	<b>n/a</b>	<b>&lt;10</b>	<b>0-2</b>	<b>3 to 5</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>
2020 Results	134.2	51.0	8.4	29.6	72	85	754	6	0	0	1012	89	5	2362
2019 Goals	112.0	48.2	6.9	42.7	60	86	967	6	0	4	1063	75	33	2850
2018 Results	134.2	48.5	7.4	42.1	66	63	1256	6	0	4	1139	134	89	2525
2017 Results	126.4	51.5	5.7	24.8	66	97	1265	8	2	3	700	178	61	3218
2016 Results	126.4	49	6	33	65	94	1188	5	0	8	798	167	155	3222
2015Results	126.4	55	21	46	65	90	1349	6	0	5	798	174	185	2125
2014Results	126.4	63	20	48	65	78	1328	10	2	12	771	183	72	1834

\* = Beginning of PMPP year.

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 6D**

**To: Board of Directors**

**From: Bob Hulsmann, Operations Superintendent**

**Subject: Town of Los Altos Hills - Operations and Maintenance Report for Work Performed by WBSD – April 2021**

	Basin PM Pipe Clean- ing	High Freq. PM Pipe Clean- ing	Un- Sche. Pipe Clean- ing	WBSD CCTV Insp.	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls
Month							Cat. 1	Cat. 2&3s	Call Outs
Temp Help	Miles	Miles	Miles	Miles	Qty.	Qty.			
January	1.2	1.3	0.0	0.0	4	0	0	0	0
February	1.7	0.2	0.0	1.3	4	0	0	0	1
March	1.4	1.2	0.0	1.5	4	0	0	0	0
April	1.0	1.6	0.1	0.9	4	0	0	1	0
May									
June									
July									
*August	1.8	1.1	0.4	1.0	4	0	0	1	0
Sept.	1.8	0.5	0.0	1.9	4	0	0	0	0
Oct.	1.7	0.8	0.0	0.8	4	0	0	0	0
Nov.	1.1	0.2	2.1	0.0	4	0	0	0	0
Dec	1.3	1.5	0.5	0.9	4	0	0	0	0
<b>** Yr to date</b>	<b>13.0</b>	<b>8.4</b>	<b>3.1</b>	<b>8.3</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>1</b>
FY20/21Goals	17.4	16.9	n/a	9.3	52	n/a	n/a	n/a	n/a

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 6E**

**To: Board of Directors**

**From: Bob Hulsmann, Operations Superintendent**

**Subject: Town of Woodside Operations and Maintenance Report for Work  
Performed by WBSD – April 2021**

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Please see next page for work performed.

\*= July Start of Contract. Data shows 2020/2021 PMPP year.







## Yearly Summary Report

5/4/2021  
11:02 AM

Dates Between 7/1/2020 and 4/30/2021

Month	Basin PM Pipe Cleaning (miles)	High Freq PM Pipe Cleaning (miles)	Unscheduled Pipe Cleaning (miles)	CCTV Inspection (miles)	Pump Stations Preventive Maintenance Qty	Pump Stations Unscheduled Repairs Qty	SSO Cat 1	SSO Cat 2 & 3	Service Calls Call Outs
January	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
February	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
March	0.00	0.3	0.0	0.0	8	0.0	0.0	0.0	0.0
April	0.00	0.0	0.0	0.0	10	0.0	0.0	0.0	0.0
May	0.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
June	0.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
July	0.00	0.0	0.0	0.0	13	0.0	0.0	0.0	0.0
August	0.00	0.0	0.0	0.0	11	0.0	0.0	0.0	0.0
September	0.00	0.3	0.0	0.0	12	0.0	0.0	0.0	0.0
October	0.00	0.0	0.0	0.0	9	0.0	0.0	0.0	0.0
November	0.00	0.0	0.0	0.0	12	0.0	0.0	0.0	0.0
December	4.44	0.0	0.0	0.0	10	0.0	0.0	0.0	0.0
<b>Totals</b>	<b>4.44</b>	<b>0.6</b>	<b>0.0</b>	<b>0.0</b>	<b>101</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 6F**

**To: Board of Directors**

**From: Bill Kitajima, Projects & IT Manager  
Jonathan Werness, Engineering Technician**

**Subject: Consider Resolution Authorizing the President and Secretary to  
Enter into Agreement Creating Covenants Running With the  
Land for 30 Cheyenne Point, Portola Valley**

---

Background

The attached agreement requires that a property owner, who seeks inclusion in the District's On-Site Wastewater Disposal Zone, shall protect and maintain certain portions of the system to ensure continuity of service.

Analysis

It had been staff's experience that transfer of the property from one owner to another invariably resulted in a failure to maintain the system as previously agreed. The attached Covenants of Agreements Running with the Land ensures that all future owners are required to comply with the District's Code of General Regulations and Specifications.

Fiscal Impact

Property owners have paid all annexation fees and the fiscal impact would be additional sewer service charge revenue to the District once the parcel is connected.

Recommendation

The Projects & IT Manager recommends the Board approve the Resolution as presented.

Attachments: Resolution \_\_\_\_\_ (2021)  
Covenants Running with the Land

RESOLUTION NO. \_\_\_\_\_ (2021)

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF “AGREEMENT CREATING COVENANTS RUNNING WITH THE LAND,” BY AND BETWEEN SARAH MURPHY, OWNER OF REAL PROPERTY, AND THE WEST BAY SANITARY DISTRICT**

The District Board finds and determines as follows:

- A. The proposed Agreement provides adequate protection for the District’s interests so as to justify the requested action.

Based upon the foregoing findings and determinations,

**IT IS RESOLVED** by the District Board as follows:

The Agreement is approved and the President and Secretary are authorized and directed to execute the Agreement. The District Manager is directed to record the Agreement in the Official Records of San Mateo County.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 12<sup>th</sup> day of May 2021, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
President of the District Board of the  
West Bay Sanitary District of San  
Mateo County, State of California

Attest:

\_\_\_\_\_  
Secretary of the District Board of the  
West Bay Sanitary District of San  
Mateo County, State of California

Recording Requested By: )  
)  
WEST BAY SANITARY DISTRICT )  
)  
And When Recorded, Mail To: )  
)  
West Bay Sanitary District )  
500 Laurel Street )  
Menlo Park, California 94025-3486 )  
Attn: District Manager )

(Space above this line for Recorder's Use)

### AGREEMENT CREATING COVENANTS RUNNING WITH THE LAND

Agreement entered into by and between West Bay Sanitary District, a public agency of the State of California ("District") and SARAH MURPHY, owners of the property at 30 CHEYENNE POINT, PORTOLA VALLEY ("Proponents").

#### RECITALS

1. Proponents represent that they are the owners of certain real property situated in the Town of Portola Valley, San Mateo County, California, which is commonly known as 30 CHEYENNE POINT, and which is more particularly described as follows:

Lot 12 in Block 2, as shown on that certain map entitled "TRACT # 814 ARROWHEAD MEADOWS, UNIT # 6, RANCHO CUESTA MADRGA" filed in the office of the County Recorder of said County and State, on NOVEMBER 29, 1963 in Book 59 of maps at pages 18 & 19

Containing an area of 1 acres, more or less (the "Real Property").

2. *Proponents' Real Property is developed with a single family residence. The residence is served by a septic tank/leachfield wastewater disposal system that has failed and cannot be repaired. Use of the present system must be discontinued or it is probable that conditions adversely affecting the public health, safety and welfare will develop on the Real Property and, potentially, off-site.*

or

*Proponents' Real Property is developed with a single family residence. The residence is served by a septic tank/leachfield wastewater disposal system that is unable to meet current standards.*

or

*Proponents' Real Property is undeveloped. The proposed residence can not be served by a septic tank/leachfield wastewater disposal system.*

3. To maintain wastewater disposal service to the site, Proponents have annexed the Real Property to the District and are seeking service from the District.



4. To obtain District administered wastewater disposal services for the Real Property, Proponents propose to construct certain unconventional wastewater disposal facilities (the "Septic Tank Effluent Pumping (STEP)" / "Grinder Pump System"), 80'± linear feet of sanitary sewer force main and to connect to the District's public facilities located in Cheyenne Point

5. The STEP/Grinder Pump System to be constructed by Proponents is similar to several other wastewater disposal systems constructed on other properties within the District which also connect to the District's sewer system. These systems differ substantially from traditional gravity sewer systems found elsewhere in the District's service area, and because of these differences, the District is regulating the use and operation of these systems through an On-Site Wastewater Disposal Zone. (See Health & Safety Code Sections 6950 et seq.; "The Zone".)

6. Proponents are willing to accept the stated conditions and they desire to enter into this Agreement with the District to fulfill the intentions of the parties.

### TERMS AND CONDITIONS

In consideration of the foregoing Recitals and the following Terms and Conditions, it is mutually agreed by District and Proponents as follows:

1. The Proponents shall construct a new STEP/Grinder Pump System according to the District's Standard Details. All pumping equipment, control equipment, telemetry equipment, pipelines, power and phone lines, etc., are a part of the construction costs to be borne by the proponent. The applicant shall submit information about the location, type and size of all equipment and facilities to the District for review and approval. Final determination of the size, location and equipment used in the construction of the STEP/Grinder Pump System shall be at the sole discretion of the District.
2. The Proponents shall coordinate all inspection and testing with the District. The Proponents shall notify the District 48 hours in advance for inspections and testing. After completion of the initial construction, the Proponents shall guarantee the work for one-year by a maintenance bond or cash deposit for 50% of the work.
3. The Proponents shall supply the District with one extra pump of the same type and size to be installed.
4. A recorded easement on the individual property is required for District access to the STEP/Grinder Pump System for routine maintenance and repair. This easement must meet the requirements of the District's Code of General Regulations, be granted to the District, and must be recorded on the title of the property. The District must have full vehicular access at all times to the areas with wastewater facilities.
5. Any septic tanks to be abandoned shall be abandoned in accordance with County Health requirements and copy of abandonment permit is given to the District.
6. The Proponents and their successor shall be responsible to provide and maintain the following appurtenances:
  - (a) A dedicated telephone line.
  - (b) Electrical power for the telemetry and grinder system.
  - (c) A separate 220 Volt circuit and breaker shall be provided for the STEP/Grinder Pump and shall be labeled in the circuit box as, "Do Not Touch – For STEP/Grinder Pump Use Only."

7. The proponent shall disclose to the District any secondary pumping system and changes to the internal plumbing of the residence prior to any work and connection to the grinder system. The District reserves the right to reject any Proposal/ Design which may impact the ability of the STEP/Grinder System to function effectively or result in excessive maintenance costs. Such determination shall be made at the sole discretion of the District.

8. All costs associated with the correction of the prohibitions referenced in this agreement shall be conducted at the sole cost of the Property Owner. The District shall invoice the Property Owner directly. The charge shall be the actual salary of District employees and equipment for the time necessary for the correction times 1.75, or the actual cost of Contractors Services, times 1.75. Such costs may be charged in addition to penalties authorized by the District's Code of General Regulations.

### **PROHIBITIONS**

In addition to the Prohibitions contained in the District's Code of General Regulations, the following prohibitions shall specifically apply to properties in the District's On-Site Wastewater Disposal Zone:

1. Proponents shall not under any circumstances, change or add any secondary pumping systems without the written consent of the District.
2. Proponents shall not, under any circumstances, allow or permit changes to the infrastructure or equipment of the STEP/Grinder Pumping System without the written consent of the District. Proponents are specifically instructed not to allow disconnection or reconfiguration of telephone and electrical systems.
3. The proponent shall not under any circumstances connect swimming pool, spa, or any storm drains to piping that discharges into the grinder pump unit.

### **ADHERENCE TO DISTRICT REGULATIONS**

With respect to all matters referred to in this Agreement, including the construction of the STEP/Grinder Pump System, its connection to the District's system, the use and operation of the STEP/Grinder Pump System and the use of the District's wastewater facilities, Proponents shall at all times fully comply with all applicable District regulations. Proponents shall operate and maintain the STEP/Grinder Pump System so that at all times it remains in good operating condition and repair. Except to the extent District accepts responsibility for some portion or portions of Proponents' STEP/Grinder Pump System and the systems of other persons similarly situated and for which the District hereafter imposes a uniform system of fees and charges applicable to all such persons, the responsibility, including all costs and expenses, for the construction, use, operation, maintenance, repairs and replacement of the Grinder Pump System shall be borne exclusively by Proponents, and the District shall have no responsibility for such matters whatsoever.

### **ENFORCEMENT RIGHTS OF DISTRICT**

In addition to the rights and remedies established by this Agreement, the District shall have all rights and remedies otherwise afforded under applicable provisions of law to enforce this Agreement, including (a) Proponents' obligation to pay and the District's right to collect fees and charges and (b) District's right to correct violations of District's regulations.



**ATTORNEY FEES**

In the event of any litigation between the parties to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its attorney fees, court costs and litigation expenses incurred in the litigation.

**BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the respective parties, their assigns, beneficiaries, personal representatives and successors in interest.

Executed at Menlo Park, California on the dates set forth.

**DISTRICT:**

WEST BAY SANITARY DISTRICT  
A Public Agency

**Printed Name:**



By: \_\_\_\_\_ Date: \_\_\_\_\_  
President of the District Board

**Printed Name:**

And by: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary of the District Board

**PROPONENTS:**

Printed Name: SARAH MURPHY

By:  Sarah Murphy \_\_\_\_\_ Date:  2/6/21 \_\_\_\_\_

**Printed Name:**

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

**(Attach Notary Acknowledgement Certificate)**

# Acknowledgment

State of Utah )

County of Summit )

On this 6<sup>th</sup> day of Feb., in the year 2021, before me, Dylan Pinkney a notary  
date month year notary public name

public, personally appeared Sarah Murphy, proved on the basis of satisfactory  
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged  
(he/she/they) executed the same.

Witness my hand and official seal.

Dylan Pinkney  
(notary signature)



(seal)



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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 6G**

**To: Board of Directors**

**From: Bill Kitajima, Projects & IT Manager  
Jonathan Werness, Engineering Technician**

**Subject: Consideration of Resolution Authorizing President and Secretary of the District Board to Enter into Reimbursement Agreement Between the Bandel and Paula Carano Trust and the West Bay Sanitary District**

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Background

The attached is a standard reimbursement agreement, which provides for the reimbursement of costs related to the construction of approximately 3,150 feet of three inch STEP System force main constructed along the right of ways of Cervantes Road and Westridge Drive by Bandel and Paula Carano at 20, 30 & 40 Meadow Lane, in Portola Valley and deeded to the District. This agreement would require future connectors to reimburse the developer for their proportionate share of the costs to construct the wastewater facilities.

Analysis

The Board had issued Class 3 Permit No. 1062 at the regular meeting of February 22, 2017 and accepted the facilities at the regular meeting of November 18, 2020.

Recommendation

The Projects & IT Manager recommends that the Board authorize the President and Secretary to enter into this agreement.

Attachment: Reimbursement Agreement with exhibits  
Resolution

**RESOLUTION NO. \_\_\_\_\_ (2021)**

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\*\*\*\*\*

**BE IT RESOLVED:** that the President and Secretary of the West Bay Sanitary District be and are hereby authorized to execute the attached Reimbursement Agreement by and between the West Bay Sanitary District, a public agency, and the Bandel and Paula Carano Trust.

\*\*\*\*\*

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 12<sup>th</sup> day of May 2021, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

---

President of the District Board of the West Bay  
Sanitary District of San Mateo County, State of  
California

Attest:

---

Secretary of the District Board of the West Bay  
Sanitary District of San Mateo County, State of  
California

**REIMBURSEMENT AGREEMENT  
CARANO – 20, 30, 40 MEADOW LANE  
PORTOLA VALLEY, CA**

This Agreement is entered into and shall be effective on the date by which it has been executed by all parties hereto by and between the WEST BAY SANITARY DISTRICT, a public agency, hereinafter referred to as "District" and BANDEL AND PAULA CARANO TRUST, the other party executing this Agreement, hereinafter referred to as "Developer".

**RECITALS**

A. Developer pursued and completed development activities on certain real property located in the territory of District and more particularly described in Exhibit "A" attached hereto ("the Real Property") for which it has been necessary for Developer to construct and install, at Developer's expense, certain wastewater collection and transmission facilities (the "Wastewater Facilities") to serve the development. The Wastewater Facilities are more particularly described in Exhibit "B" attached hereto.

B. The Wastewater Facilities are complete and on November 18, 2020, they were accepted by District and are now public property of District. The Wastewater Facilities have the potential to serve and benefit persons in the District in addition to those persons who may occupy the Real Property.

C. Because persons other than those who may occupy the Real Property may be served and benefited by the Wastewater Facilities, Developer has requested that such persons be required to reimburse Developer for their proportionate share of Developer's cost to construct and install the Wastewater Facilities.

D. District has reviewed the costs incurred by Developer and has determined that the total sum of Three Hundred Thirty Six Thousand Five Hundred Forty Five Dollars and Zero Cents (\$336,545.00) is eligible for reimbursement pursuant to the following Terms and Conditions of this Agreement.

In consideration of the foregoing Recitals and the following Terms and Conditions, District and Developer agree as follows:

**TERMS AND CONDITIONS**

1. **Supplemental Connection Charge**

a. In addition to the usual connection charges imposed by the District upon connection to the District's wastewater system, the District shall endeavor to impose a "Supplemental Connection Charge" for each connection to the Wastewater Facilities by any of the following persons (each of whom is referred to in this Agreement as a "Connector"):

- (1) Any person, other than Developer, who makes an initial connection to the Wastewater Facilities;
- (2) Any person, other than Developer, who makes one or more additional connections to the Wastewater Facilities;
- (3) Any person, other than Developer, who increases the discharge of wastewater through an existing connection to the Wastewater Facilities if that discharge exceeds the person's authorized discharge entitlement; and
- (4) Developer (as allocated in provisions of subparagraph 1.f. below), if Developer either (a) makes one or more additional connections to the Wastewater Facilities, or (b) increases the discharge of wastewater through an existing connection to the Wastewater Facilities so that the resulting discharge exceeds the Developer's authorized discharge entitlement; provided, however, that in either of the foregoing cases, the Supplemental Connection Charge otherwise payable by Developer will be waived if (a) there have been no prior connections to the Wastewater Facilities other than connections made by Developer (as allocated in provisions of subparagraph 1.f. below), and (b) Developer executes an amendment to this Agreement in form and content acceptable to District which makes an appropriate adjustment in the "Cp" factor attributable to Developer.

For purposes of this Agreement, a connection includes both a connection of a building sewer to the Wastewater Facilities and a connection of an upstream sewer extension to the Wastewater Facilities.

b. Subject to the provisions of subparagraph 1.c. below, the amount of the Supplemental Connection Charge payable by each Connector shall be computed in accordance with the following formula:

$$SCC = \frac{ERC \times C_n \times (ENRC/ENRI)}{C_p + C_n}$$

Where:

SCC = The Supplemental Connection Charge to be paid by the new Connector.

ERC = The total eligible reimbursable cost specified in Recital D of this Agreement.

C<sub>p</sub> = A factor representing the total wastewater contribution of all previous Connectors to the Wastewater Facilities measured in SFDE pursuant to subparagraph 1.d. below.

C<sub>n</sub> = A factor representing the wastewater contribution of the new Connector to the Wastewater Facilities measured in SFDE pursuant to subparagraph 1.d., and in fixture units for Accessory Dwelling Units pursuant to subparagraph e., below.

ENRC = The ENR Construction Cost Index, rounded to the nearest whole number, for the month in which payment of the supplemental connection charge is made by

the new connector.

ENRI = The ENR Construction Cost Index, rounded to the nearest whole number for the month in which the Wastewater Facilities were accepted by the District.  
ENRI shall be 11579.

c. Under no circumstances shall the amount of the Supplemental Connection Charge payable by a Connector exceed the estimated cost of constructing wastewater facilities from the Connector's property to the point where the Wastewater Facilities constructed by Developer connect to District's system. For this purpose, the estimated cost shall be determined by District.

d. Prior to the approval of a new connection to the Wastewater Facilities, the District Manager shall determine and establish the contribution of wastewater expected to be generated by the new Connector, measured in terms of single family dwelling equivalents ("SFDE"). Each single family dwelling unit shall be assigned a factor of 1 SFDE. All other uses shall be assigned an equivalency factor which is representative of the contribution of wastewater expected to be generated by the particular use. The equivalency factor shall take into account the volume of wastewater flows expected to be produced by the Connector and any other characteristics of the Connector's wastewater which may have an impact on the Wastewater Facilities. However, in no event shall any Connector be assigned an equivalency factor of less than 1 SFDE, except for accessory dwelling units as set forth in subparagraph (e), below.

e. No supplemental connection charge shall be required from any Connector who installs an accessory dwelling unit that is exempt from the District's standard connection fees pursuant to District Code of General Regulations Section 901(03) and California Government Code Section 65852(e)(1)(a) and (f)(4). Supplemental connection fees for all other Accessory Dwelling Units shall be calculated based on a factor representing the wastewater contribution of the new Connector (Cn) on a per fixture unit basis, with each fixture unit representing 1/20<sup>th</sup> (0.05) of an SFDE.

f. For purposes of this Agreement the amount of Cp attributable to Developer's wastewater contribution shall be 3 SFDE. The allocated wastewater contributions shall be as follows:

No.	Party	APN	Location	Allocation
1	Bandel & Paula Carano Trust	077-050-230	20 Meadow Lane	1.0 SFDE
2	Bandel & Paula Carano Trust	077-050-220	30 Meadow Lane	1.0 SFDE
3	Bandel & Paula Carano Trust	077-050-210	40 Meadow Lane	1.0 SFDE

Additional supplemental connection charges shall be the responsibility of the individual party who increases the discharge of wastewater to the Wastewater Facilities if that discharge exceeds the person's authorized discharge allocation as noted above.

**2. Collection of Supplemental Connection Charges**

a. District shall use its best efforts to collect Supplemental Connection charges from all persons who become obligated to pay them. However, District may postpone or waive, in whole or in part, collection of any such charges if, after reasonable notice and hearing,

the District Board, in its sole discretion, makes one of the following determinations:

- (1) Acting pursuant to Health and Safety Code Section 6520.6, the District Board determines the amount is too small to justify the cost of collection; or
- (2) The District Board determines that in the interest of the public health, safety and welfare, collection of the amount is not justified; or
- (3) The District Board determines that collection of the amount would pose an undue financial hardship on the new Connector.

If such a determination is made by the District Board, the determination shall be final, binding, and conclusive. Neither Developer, Connectors or any other person shall have a claim against District by reason of District's failure to collect any amount which is the subject of such a determination and, Developers shall, jointly and severally, indemnify, defend and hold District harmless, with counsel chosen by District in its sole discretion, against any challenge to the District's efforts to collect Supplemental Connection charges from any Connector pursuant to the terms of this Agreement, or from the District Board's determination to waive Supplemental Connection charges pursuant to this subparagraph.

b. District's obligation to collect Supplemental Connection Charges shall cease upon the first of the following events to occur:

- (1) The lapse of twenty-five (25) years from the date of District's approval and acceptance of the Wastewater Facilities; or
- (2) At any time District no longer has the legal authority to collect these charges.

c. Nothing in this Agreement shall be interpreted to require District to allow connections to be made to the Wastewater Facilities. Connections may be denied by District under any circumstances as determined by the District in its sole discretion including, but not limited to the following:

- (1) District does not have sufficient capacity to serve the proposed connection(s); or
- (2) District is precluded by law from allowing the connection(s); or
- (3) The proposed connection(s) are not in compliance with established policies and regulations of District.

### 3. **Reimbursement**

a. For purposes of this paragraph 3, the persons to whom reimbursement shall be made by District are referred to as "Reimbursees."

b. The following persons are Reimbursees and shall be entitled to reimbursement as provided in this paragraph 3:

- (1) Developer (as allocated in provisions of subparagraph 1.f. above); and
- (2) Prior Connectors who have paid Supplemental Connection Charges.

c. Except as provided in subparagraph 3.d. below, as Supplemental Connection Charges are collected from each new Connector for each new connection, District shall credit the account of each Reimbursee with a proportionate share of the charges collected based upon the ratio which each Reimbursee's discharge entitlement, measured in SFDEs, bears to the total of all wastewater discharge entitlements, measured in SFDEs, for all Reimbursees, less District's administrative fee for processing the collection and reimbursement of the Supplemental Connection Charge.

d. In the case of any prior Connector who is a Reimbursee pursuant to subparagraph 3.b. above but who, pursuant to the provisions of subparagraph 2.a. of this Agreement, has not been required by the District to pay the full Supplemental Connection Charge which otherwise should have been imposed, such a connector shall be entitled to reimbursement, but only to the extent provided in this subparagraph. In calculating such a Connector's reimbursement amount pursuant to subparagraph 3.c. above, the Connector's wastewater discharge entitlement shall be discounted in the same ratio as the amount of the Supplemental Connection Charge actually paid by the Connector bears to the Supplemental Connection Charge which the connector should have paid except for the effect of the provisions of subparagraph 2.a.

e. Payment of amounts credited will be made by District within a reasonable time after Supplemental Connection Charges are collected.

f. In the absence of written instructions in form and substance acceptable to District, District's reimbursement obligations to any Reimbursee shall be deemed fully satisfied upon sending the reimbursement payment(s) to the Developer (as allocated in provisions of subparagraph 1.f. above) and, if applicable, to prior Connectors, who paid the Supplemental Connection Charge to the addresses shown for such persons in District's records. Each Reimbursee shall be responsible to inform the District of any changes. If District becomes aware that a dispute exists regarding the identity of the person to whom the payment is due, District may withhold the payment until the dispute is resolved to District's satisfaction.

A Reimbursee may assign the Reimbursee's reimbursement rights under this Agreement; provided, however, that insofar as District's rights and obligations are concerned, any such assignment shall be effective only if (1) District is provided with evidence, satisfactory to District, of the regularity and authenticity of the assignment and (2) the parties to the assignment have executed and delivered to District instruments in form and substance satisfactory to District which relieve District from any liability or obligation by reason of District's reliance upon and performance of its duties in conformity with the provisions of the assignment.

g. Interest shall not accrue on any funds collected and held for the account of persons pursuant to the provisions of this Agreement, and no person shall have a claim against District for interest on such funds; provided, however, that the provisions of this



subparagraph do not preclude application of the interest factor provided for in subparagraph 1.b. above.

4. **Connectors' Approval of Agreement**

As a condition of the District's approval of any connection to the Wastewater Facilities, the District may require a Connector to execute an instrument, in form and substance acceptable to District, which evidences Connector's acknowledgment of the Terms and Conditions of this Agreement and consent to be bound thereby.

5. **Miscellaneous Provisions**

a. This Agreement constitutes the entire understanding and agreement between the parties.

b. This Agreement may not be modified or amended except by a further written agreement executed by all parties who are signatories hereto.

c. This Agreement shall be binding upon and inure to the benefit of the parties, their assigns, personal representatives and successors in interest.

d. At the option of District, the signatures of the persons executing this Agreement on behalf of the parties shall be acknowledged and the Agreement, or an abstract thereof, shall be recorded in the Official Records of San Mateo County.

6. **Execution in Counterparts**

This Agreement may be executed in counterparts each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

**DISTRICT: WEST BAY SANITARY DISTRICT**

**Printed Name:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President of the District Board

**Printed Name:** \_\_\_\_\_

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary of the District Board

**DEVELOPER:** BANDEL AND PAULA CARANO TRUST

Printed Name: Bandel Carano

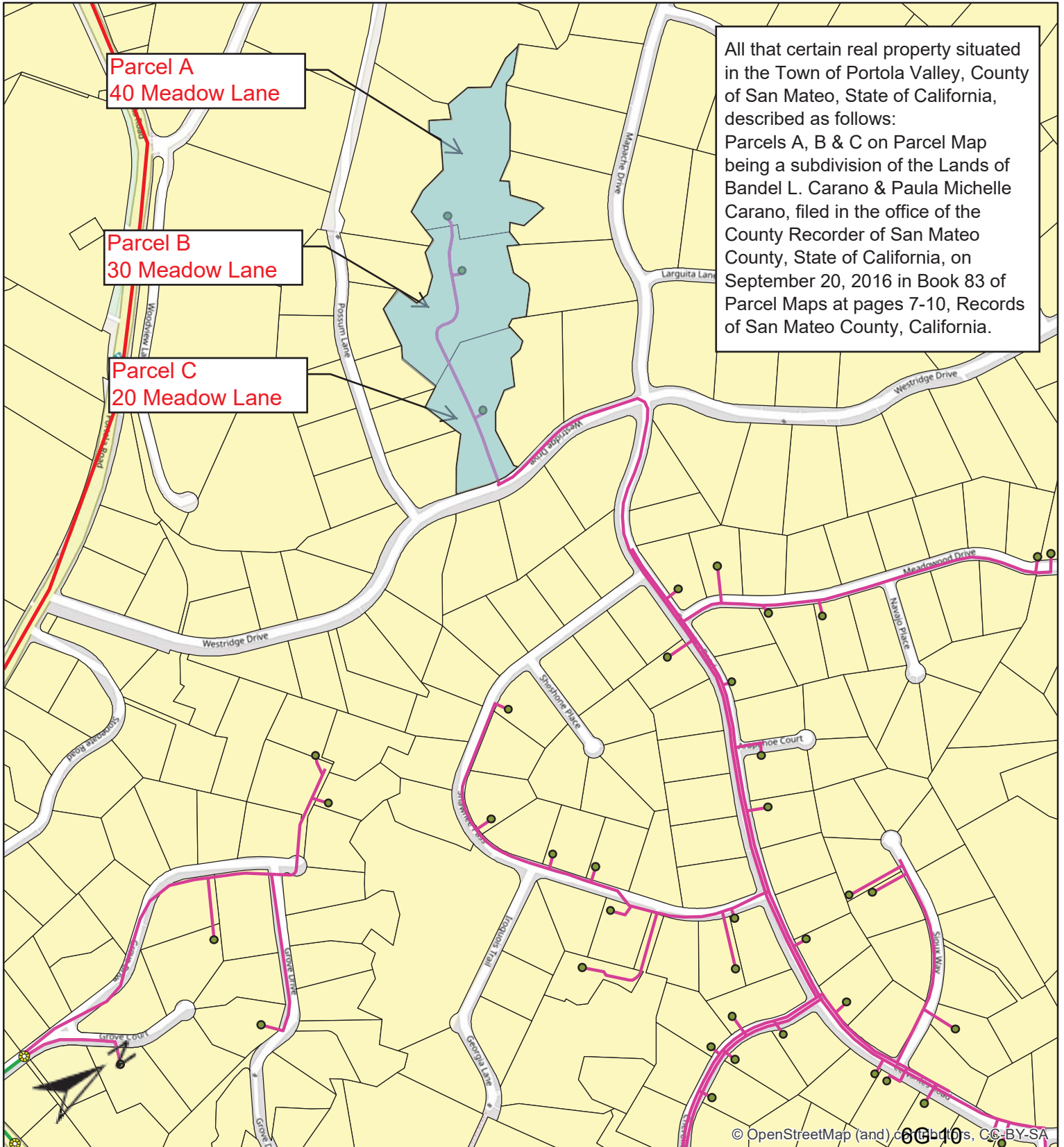
By: [Signature] Date: April 26, 2021

**APPROVED AS TO FORM:**

[Signature]  
Anthony P. Condotti, District Counsel

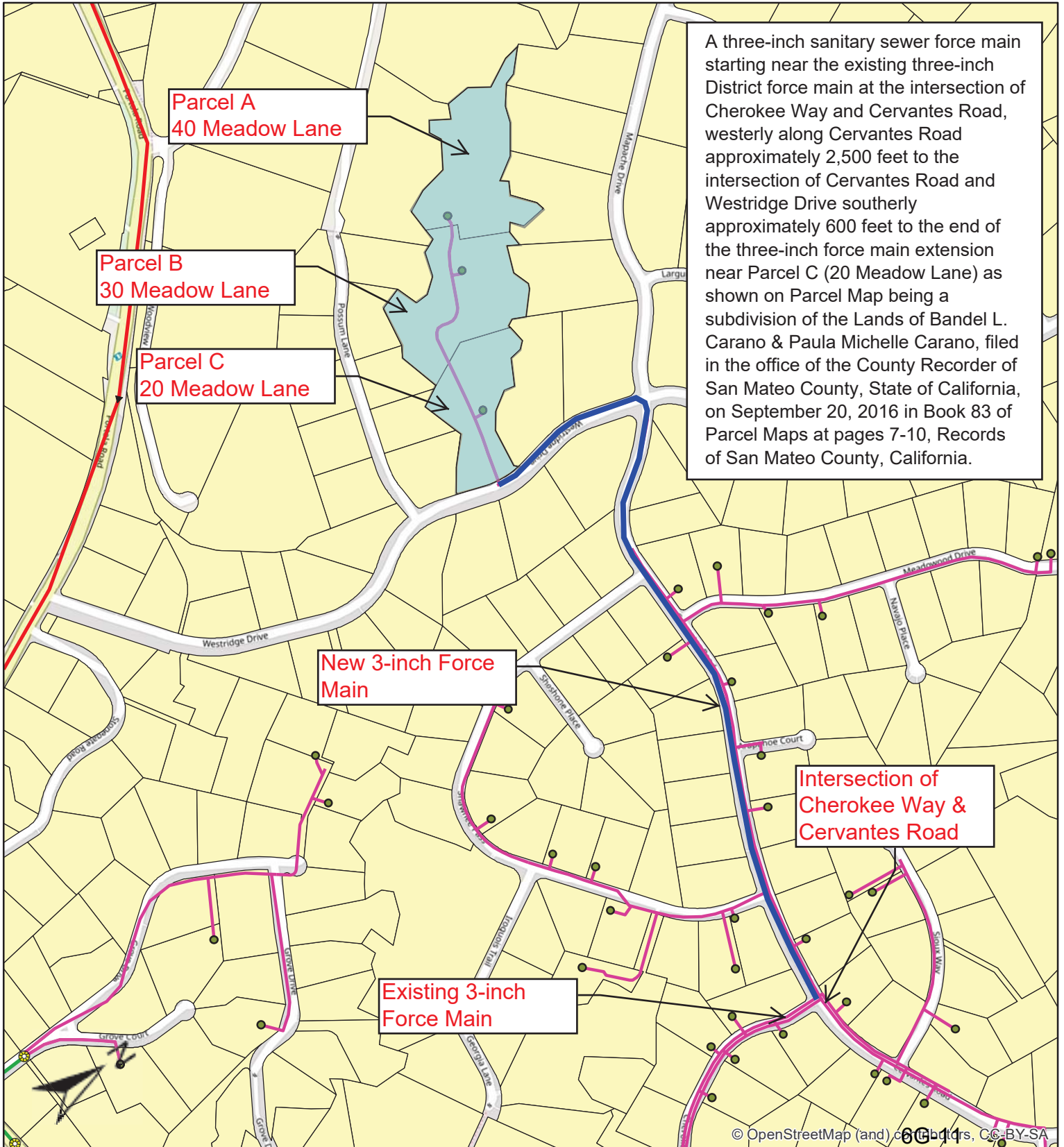


WEST BAY SANITARY DISTRICT  
EXHIBIT "A"  
20, 30 & 40 MEADOW LANE  
PORTOLA VALLEY, CA  
FORCE MAIN EXTENSION





WEST BAY SANITARY DISTRICT  
EXHIBIT "B"  
20, 30 & 40 MEADOW LANE  
PORTOLA VALLEY, CA  
FORCE MAIN EXTENSION



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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 6H**

**To: Board of Directors**

**From: Bill Kitajima, Projects & IT Manager  
Jonathan Werness, Engineering Technician**

**Subject: Consideration of Resolution Authorizing President and Secretary of the District Board to Enter into Reimbursement Agreement Between Rebecca Flynn, Alexander Moissis & William Kelly and the West Bay Sanitary District**

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Background

The attached is a standard reimbursement agreement, which provides for the reimbursement of costs related to the construction of approximately 570 feet of two inch Grinder System force main constructed along the right of way of Cheyenne Point by Rebecca Flynn & Alexander Moissis at 45 Cheyenne Point and William Kelly at 65 Cheyenne Point, in Portola Valley and deeded to the District. This agreement would require future connectors to reimburse the developers for their proportionate share of the costs to construct the wastewater facilities.

Analysis

The Board had issued Class 3 Permit No. 523 at the regular meeting of October 27, 2003 and accepted the facilities at the regular meeting of July 12, 2004. The homeowners recently reached out to the District to execute this agreement.

Recommendation

The Projects & IT Manager recommends that the Board authorize the President and Secretary to enter into this agreement.

Attachment: Reimbursement Agreement with exhibits  
Resolution

**RESOLUTION NO. \_\_\_\_\_ (2021)**

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\*\*\*\*\*

**BE IT RESOLVED:** that the President and Secretary of the West Bay Sanitary District be and are hereby authorized to execute the attached Reimbursement Agreement by and between the West Bay Sanitary District, a public agency, and Rebecca Flynn, Alexander Moissis and William Kelly.

\*\*\*\*\*

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 12<sup>th</sup> day of May 2021, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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President of the District Board of the West Bay  
Sanitary District of San Mateo County, State of  
California

Attest:

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Secretary of the District Board of the West Bay  
Sanitary District of San Mateo County, State of  
California

**REIMBURSEMENT AGREEMENT**  
**REBECCA FLYNN, ALEXANDER MOISSIS & WILLIAM KELLY**  
**45 & 65 CHEYENNE POINT**  
**PORTOLA VALLEY, CA**

This Agreement is entered into and shall be effective on the date by which it has been executed by all parties hereto by and between the WEST BAY SANITARY DISTRICT, a public agency, hereinafter referred to as "District" and REBECCA FLYNN, ALEXANDER MOISSIS & WILLIAM KELLY, the other parties executing this Agreement, hereinafter referred to as "Developer".

**RECITALS**

A. Developer pursued and completed development activities on certain real property located in the territory of District and more particularly described in Exhibit "A" attached hereto ("the Real Property") for which it has been necessary for Developer to construct and install, at Developer's expense, certain wastewater collection and transmission facilities (the "Wastewater Facilities") to serve the development. The Wastewater Facilities are more particularly described in Exhibit "B" attached hereto.

B. The Wastewater Facilities are complete and on July 12, 2004, they were accepted by District and are now public property of District. The Wastewater Facilities have the potential to serve and benefit persons in the District in addition to those persons who may occupy the Real Property.

C. Because persons other than those who may occupy the Real Property may be served and benefited by the Wastewater Facilities, Developer has requested that such persons be required to reimburse Developer for their proportionate share of Developer's cost to construct and install the Wastewater Facilities.

D. District has reviewed the costs incurred by Developer and has determined that the total sum of Thirty Six Thousand Three Hundred Twenty Six Dollars and Ninety Four Cents (\$36,326.94) is eligible for reimbursement pursuant to the following Terms and Conditions of this Agreement.

In consideration of the foregoing Recitals and the following Terms and Conditions, District and Developer agree as follows:

**TERMS AND CONDITIONS**

1. **Supplemental Connection Charge**

a. In addition to the usual connection charges imposed by the District upon connection to the District's wastewater system, the District shall endeavor to impose a "Supplemental Connection Charge" for each connection to the Wastewater Facilities by any of the following persons (each of whom is referred to in this Agreement as a "Connector"):



- (1) Any person, other than Developer, who makes an initial connection to the Wastewater Facilities;
- (2) Any person, other than Developer, who makes one or more additional connections to the Wastewater Facilities;
- (3) Any person, other than Developer, who increases the discharge of wastewater through an existing connection to the Wastewater Facilities if that discharge exceeds the person's authorized discharge entitlement; and
- (4) Developer (as allocated in provisions of subparagraph 1.f. below), if Developer either (a) makes one or more additional connections to the Wastewater Facilities, or (b) increases the discharge of wastewater through an existing connection to the Wastewater Facilities so that the resulting discharge exceeds the Developer's authorized discharge entitlement; provided, however, that in either of the foregoing cases, the Supplemental Connection Charge otherwise payable by Developer will be waived if (a) there have been no prior connections to the Wastewater Facilities other than connections made by Developer (as allocated in provisions of subparagraph 1.f. below), and (b) Developer executes an amendment to this Agreement in form and content acceptable to District which makes an appropriate adjustment in the "Cp" factor attributable to Developer.

For purposes of this Agreement, a connection includes both a connection of a building sewer to the Wastewater Facilities and a connection of an upstream sewer extension to the Wastewater Facilities.

b. Subject to the provisions of subparagraph 1.c. below, the amount of the Supplemental Connection Charge payable by each Connector shall be computed in accordance with the following formula:

$$SCC = \frac{ERC \times C_n \times (ENRC/ENRI)}{C_p + C_n}$$

Where:

SCC = The Supplemental Connection Charge to be paid by the new Connector.

ERC = The total eligible reimbursable cost specified in Recital D of this Agreement.

Cp = A factor representing the total wastewater contribution of all previous Connectors to the Wastewater Facilities measured in SFDE pursuant to subparagraph 1.d. below.

Cn = A factor representing the wastewater contribution of the new Connector to the Wastewater Facilities measured in SFDE pursuant to subparagraph 1.d., and in fixture units for Accessory Dwelling Units pursuant to subparagraph 1.e., below.

ENRC = The ENR Construction Cost Index, rounded to the nearest whole number, for the month in which payment of the supplemental connection charge is made by the new connector.

ENRI = The ENR Construction Cost Index, rounded to the nearest whole number for the month in which the Wastewater Facilities were accepted by the District.  
ENRI shall be 7126.

c. Under no circumstances shall the amount of the Supplemental Connection Charge payable by a Connector exceed the estimated cost of constructing wastewater facilities from the Connector's property to the point where the Wastewater Facilities constructed by Developer connect to District's system. For this purpose, the estimated cost shall be determined by District.

d. Prior to the approval of a new connection to the Wastewater Facilities, the District Manager shall determine and establish the contribution of wastewater expected to be generated by the new Connector, measured in terms of single family dwelling equivalents ("SFDE"). Each single family dwelling unit shall be assigned a factor of 1 SFDE. All other uses shall be assigned an equivalency factor which is representative of the contribution of wastewater expected to be generated by the particular use. The equivalency factor shall take into account the volume of wastewater flows expected to be produced by the Connector and any other characteristics of the Connector's wastewater which may have an impact on the Wastewater Facilities. However, in no event shall any Connector be assigned an equivalency factor of less than 1 SFDE, except for accessory dwelling units as set forth in subparagraph (e), below.

e. No supplemental connection charge shall be required from any Connector who installs an accessory dwelling unit that is exempt from the District's standard connection fees pursuant to District Code of General Regulations Section 901(03) and California Government Code Section 65852(e)(1)(a) and (f)(4). Supplemental connection fees for all other Accessory Dwelling Units shall be calculated based on a factor representing the wastewater contribution of the new Connector (Cn) on a per fixture unit basis, with each fixture unit representing 1/20<sup>th</sup> (0.05) of an SFDE.

f. For purposes of this Agreement the amount of Cp attributable to Developer's wastewater contribution shall be 2 SFDE. The allocated wastewater contributions shall be as follows:

No.	Party	APN	Location	Allocation
1	Rebecca Flynn & Alexander Moissis	077-242-050	45 Cheyenne Point	1.0 SFDE
2	William Kelly	077-242-060	65 Cheyenne Point	1.0 SFDE

Additional supplemental connection charges shall be the responsibility of the individual party who increases the discharge of wastewater to the Wastewater Facilities if that discharge exceeds the person's authorized discharge allocation as noted above.

## 2. Collection of Supplemental Connection Charges

a. District shall use its best efforts to collect Supplemental Connection charges from all persons who become obligated to pay them. However, District may postpone or waive,

in whole or in part, collection of any such charges if, after reasonable notice and hearing, the District Board, in its sole discretion, makes one of the following determinations:

- (1) Acting pursuant to Health and Safety Code Section 6520.6, the District Board determines the amount is too small to justify the cost of collection; or
- (2) The District Board determines that in the interest of the public health, safety and welfare, collection of the amount is not justified; or
- (3) The District Board determines that collection of the amount would pose an undue financial hardship on the new Connector.

If such a determination is made by the District Board, the determination shall be final, binding, and conclusive. Neither Developer, Connectors or any other person shall have a claim against District by reason of District's failure to collect any amount which is the subject of such a determination and, Developers shall, jointly and severally, indemnify, defend and hold District harmless, with counsel chosen by District in its sole discretion, against any challenge to the District's efforts to collect Supplemental Connection charges from any Connector pursuant to the terms of this Agreement, or from the District Board's determination to waive Supplemental Connection charges pursuant to this subparagraph.

b. District's obligation to collect Supplemental Connection Charges shall cease upon the first of the following events to occur:

- (1) The lapse of twenty-five (25) years from the date of District's approval and acceptance of the Wastewater Facilities; or
- (2) At any time District no longer has the legal authority to collect these charges.

c. Nothing in this Agreement shall be interpreted to require District to allow connections to be made to the Wastewater Facilities. Connections may be denied by District under any circumstances as determined by the District in its sole discretion including, but not limited to the following:

- (1) District does not have sufficient capacity to serve the proposed connection(s); or
- (2) District is precluded by law from allowing the connection(s); or
- (3) The proposed connection(s) are not in compliance with established policies and regulations of District.

### 3. **Reimbursement**

a. For purposes of this paragraph 3, the persons to whom reimbursement shall be made by District are referred to as "Reimbursees."

b. The following persons are Reimbursees and shall be entitled to reimbursement as

provided in this paragraph 3:

- (1) Developer (as allocated in provisions of subparagraph 1.f. above); and
- (2) Prior Connectors who have paid Supplemental Connection Charges.

c. Except as provided in subparagraph 3.d. below, as Supplemental Connection Charges are collected from each new Connector for each new connection, District shall credit the account of each Reimbursee with a proportionate share of the charges collected based upon the ratio which each Reimbursee's discharge entitlement, measured in SFDEs, bears to the total of all wastewater discharge entitlements, measured in SFDEs, for all Reimbursees, less District's administrative fee for processing the collection and reimbursement of the Supplemental Connection Charge.

d. In the case of any prior Connector who is a Reimbursee pursuant to subparagraph 3.b. above but who, pursuant to the provisions of subparagraph 2.a. of this Agreement, has not been required by the District to pay the full Supplemental Connection Charge which otherwise should have been imposed, such a connector shall be entitled to reimbursement, but only to the extent provided in this subparagraph. In calculating such a Connector's reimbursement amount pursuant to subparagraph 3.c. above, the Connector's wastewater discharge entitlement shall be discounted in the same ratio as the amount of the Supplemental Connection Charge actually paid by the Connector bears to the Supplemental Connection Charge which the connector should have paid except for the effect of the provisions of subparagraph 2.a.

e. Payment of amounts credited will be made by District within a reasonable time after Supplemental Connection Charges are collected and Connector's sewer permits have been finalized with District.

f. In the absence of written instructions in form and substance acceptable to District, District's reimbursement obligations to any Reimbursee shall be deemed fully satisfied upon sending the reimbursement payment(s) to the Developer (as allocated in provisions of subparagraph 1.f. above) and, if applicable, to prior Connectors, who paid the Supplemental Connection Charge to the addresses shown for such persons in District's records. Each Reimbursee shall be responsible to inform the District of any changes. If District becomes aware that a dispute exists regarding the identity of the person to whom the payment is due, District may withhold the payment until the dispute is resolved to District's satisfaction.

A Reimbursee may assign the Reimbursee's reimbursement rights under this Agreement; provided, however, that insofar as District's rights and obligations are concerned, any such assignment shall be effective only if (1) District is provided with evidence, satisfactory to District, of the regularity and authenticity of the assignment and (2) the parties to the assignment have executed and delivered to District instruments in form and substance satisfactory to District which relieve District from any liability or obligation by reason of District's reliance upon and performance of its duties in conformity with the provisions of the assignment.

g. Interest shall not accrue on any funds collected and held for the account of

persons pursuant to the provisions of this Agreement, and no person shall have a claim against District for interest on such funds; provided, however, that the provisions of this subparagraph do not preclude application of the interest factor provided for in subparagraph 1.b. above.

4. **Connectors' Approval of Agreement**

As a condition of the District's approval of any connection to the Wastewater Facilities, the District may require a Connector to execute an instrument, in form and substance acceptable to District, which evidences Connector's acknowledgment of the Terms and Conditions of this Agreement and consent to be bound thereby.

5. **Miscellaneous Provisions**

a. This Agreement constitutes the entire understanding and agreement between the parties.

b. This Agreement may not be modified or amended except by a further written agreement executed by all parties who are signatories hereto.

c. This Agreement shall be binding upon and inure to the benefit of the parties, their assigns, personal representatives and successors in interest.

d. At the option of District, the signatures of the persons executing this Agreement on behalf of the parties shall be acknowledged and the Agreement, or an abstract thereof, shall be recorded in the Official Records of San Mateo County.

6. **Execution in Counterparts**

This Agreement may be executed in counterparts each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

**DISTRICT: WEST BAY SANITARY DISTRICT**

**Printed Name:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President of the District Board

**Printed Name:** \_\_\_\_\_

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary of the District Board

**DEVELOPER:** Rebecca Flynn, 45 Cheyenne Point

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

**DEVELOPER:** Alexander Moissis, 45 Cheyenne Point

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

**DEVELOPER:** William Kelly, 65 Cheyenne Point

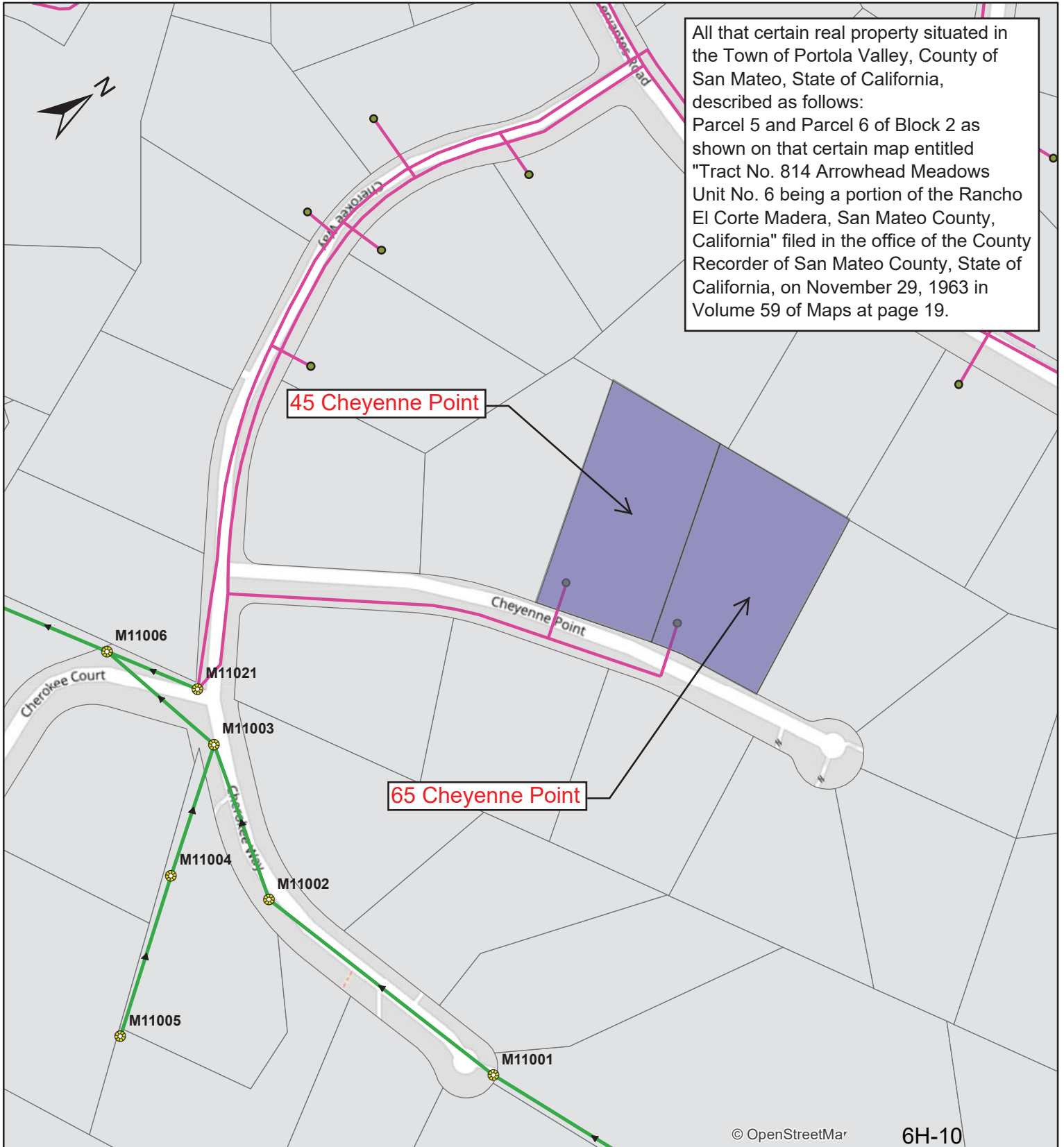
By: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Anthony P. Condotti, District Counsel

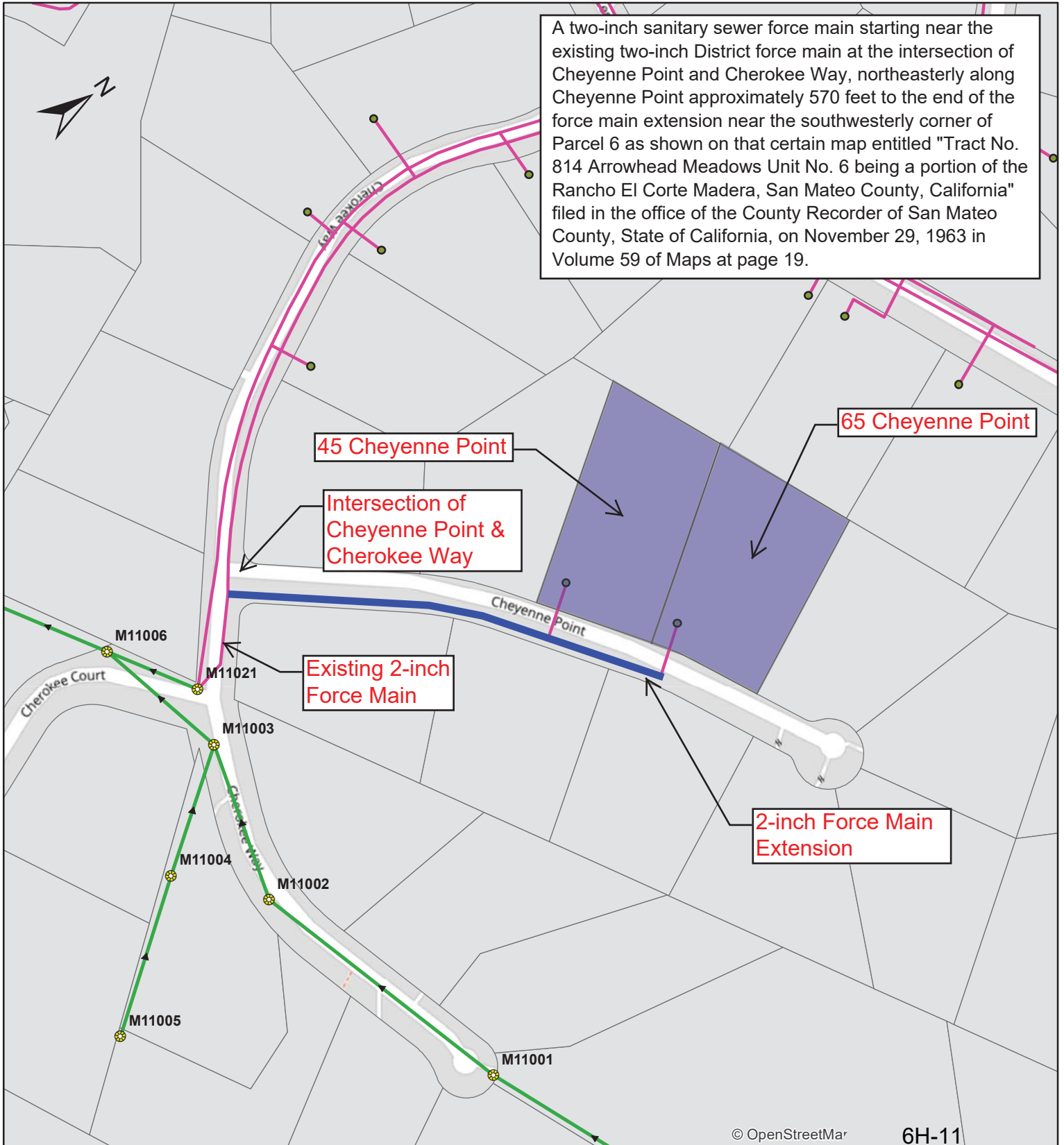


# WEST BAY SANITARY DISTRICT EXHIBIT "A" 45 & 65 CHEYENNE POINT PORTOLA VALLEY, CA FORCE MAIN EXTENSION





# WEST BAY SANITARY DISTRICT EXHIBIT "B" 45 & 65 CHEYENNE POINT PORTOLA VALLEY, CA FORCE MAIN EXTENSION





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## WEST BAY SANITARY DISTRICT AGENDA ITEM 7

**To: Board of Directors**

**From: Bill Kitajima, Projects & IT Manager  
Jonathan Werness, Engineering Technician**

**Subject: Consider Authorizing District Manager to enter into Agreement for Engineering and Geotechnical Services for the “New Metal Storage Building” with Freyer & Laureta, Inc.**

---

### Background

The new metal building project at the District’s FERRF was awarded to Aztec Consultants, Inc. on November 14, 2018, and the City issued their building permit on April 7, 2021. Per plan review comments, additional civil and geotechnical work will be required. Freyer & Laureta, Inc. has offered support services for these needs.

### Analysis

The Proposed Tasks for the Agreement include:

#### **Task 1 – Project Management and Coordination**

- Attend meetings and monitor project

#### **Task 2 – Site Investigation/Data Collection**

- BAGG Engineers lab testing and reporting with site recommendations
- Surveying

#### **Task 3 – Construction Support**

- Geotechnical support
- Fire water requirements
- Assist in construction submittals and requests for information (RFIs)

*Total Budget \$34,400*

### Fiscal Impact

The Capital Asset Fund for Fiscal Year 2020-2021 for The New Metal Storage Building was budgeted for \$857,550. Of this budgeted amount, the total included a 15% contingency of \$112,000 (10% for construction and 5% for construction support services). Therefore the construction support services was estimated at \$37,277 which is within the proposed \$34,400.

### Recommendation

The Projects & IT Manager recommends the District Board Authorize the District Manager to enter into the agreement for Support Services from Freyer & Laureta, Inc. for the New Metal Storage Building Project and authorize the District Manager to approve up to ten percent contingency for additional work on an as-needed basis.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN WEST BAY SANITARY DISTRICT  
AND  
FREYER & LAURETA, INC.**

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this \_\_\_day of \_\_\_\_\_ 2021, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer and Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

**WITNESSETH:**

WHEREAS, the District desires civil engineering and geotechnical services for the New Metal Storage Building Project (1749.1E) and this effort requires the services of a consultant; and

WHEREAS, Consultant has available, and offers to provide, personnel and facilities necessary to accomplish such work as may be requested by the District;

NOW, THEREFORE, the District and Consultant agree as follows:

**I. DESCRIPTION OF PROJECT**

Freyer & Laureta, Inc. will be providing civil engineering services with geotechnical services from Bay Area Geotechnical Group (BAGG) Engineers as subconsultants.

**II. SCOPE OF SERVICES**

Consultant agrees to perform those services described in the attached proposal, listed as Exhibit “A” from Consultant dated May 6, 2021 entitled “Engineering/Construction Services Proposal – West Bay Sanitary District Warehouse Project”, hereinafter referred to as “Proposal.”

No changes in the scope of services shall be made without the District's prior written approval.

**III. TIME FOR COMPLETION**

The work is scheduled for completion within twelve months after receiving the District’s Notice to Proceed.

**IV. COMPENSATION**

For services to be performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal. Any change requiring compensation in excess of the sum specified in the Proposal shall only be approved in advance in writing by the District’s authorized representative. Consultant shall invoice the District on a time and materials cost basis for services provided under this Agreement in accordance with the Proposal.

Consultant shall submit invoices for services completed each month. The District shall pay such invoices within forty-five (45) days after their receipt. If payment is not made within forty-five

(45) days, interest on the unpaid balance will accrue at a rate of one and one-half percent (1.5%) per month compounded monthly.

## V. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that work performed by Consultant meet specific standards without regard to the manner and means of accomplishment thereof, and Consultant agrees to exercise due professional care to provide work product that is adequate and sufficient to meet the purposes for which that was prepared.

## VI. INDEMNIFICATION

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the District, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the District.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the District, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the District. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8.

## VII. INSURANCE

Consultant shall procure and maintain insurance during the Term, as may be extended by written amendment, with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII., for the following minimum insurance coverages.

A. Commercial General Liability insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

B. Automobile Liability insurance of \$1,000,000 per accident covering automobile bodily injury and property damage, including all owned (if any), hired and non-owned autos. If Consultant acquires any owned vehicles, Consultant shall provide insurance as above.

C. Worker's Compensation insurance and Occupational Disease insurance, with statutory limits as required by law, and Employer's Liability insurance, of \$1,000,000 per accident for bodily injury or disease covering all workplaces involved in this Agreement. Consultant shall provide an endorsement with a waiver of subrogation in the District's favor for all work performed by Consultant and its employees relating to payment of any loss, including attorney's fees.

D. All general liability policies shall be endorsed to name the District Parties as additional insureds as to the Services. Consultant's insurance coverage is primary insurance and any insurance maintained by the District Parties shall not contribute with it.

E. Consultant shall also provide Professional Liability Insurance (Errors and Omissions) appropriate to Consultant's profession with limits of liability in amounts not less than \$2,000,000 per occurrence or claim and \$4,000,000 aggregate.

F. Contractors Pollution Liability applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

G. Claims Made Policies - Consultant shall provide evidence of coverage for at least five (5) years after the date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services under this Agreement.

H. Consultant shall require and verify that all of Consultant's subcontractors maintain insurance meeting all of the requirements stated herein, and Consultant shall ensure that the District Parties are an additional insured on insurance required from subcontractors.

I. Consultant shall provide the District with Certificates of Insurance and endorsements, on forms acceptable to District, or other evidence of insurance acceptable to District, prior to commencement of any work under this Agreement. Each insurance policy required above shall provide that there will be no cancellation of coverage without prior written notice to District.

J. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

## VIII. TERMINATION

The District may terminate this Agreement for its convenience with written notice of not less than 10 calendar days prior to an effective termination date. The District or Consultant may terminate the Agreement for material breach of Agreement by providing written notice to the other party not less than 5 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The District's only obligation to the Consultant will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the District up to and including the effective date of termination. All finished or unfinished materials, supplies, goods, or documents procured or produced under the Agreement will become property of the District upon the termination date. District reserves the right to obtain services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the District. In no event will the District be liable for any loss of profits on the resulting order or portion thereof so terminated. After the effective date of termination, Consultant will have no further claims against the District under the Agreement. Termination of the Agreement pursuant to this paragraph may not relieve the Consultant of any liability to District for damages sustained by the District because of any breach of the Agreement by Consultant, and District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

#### IX. SUBCONTRACTS

Except as provided in the Proposal, and otherwise with prior written approval of the District, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, unless otherwise agreed to by the District in writing. Consultant shall ensure that the District, its directors, officers, and employees are additional insureds on insurance required from subcontractors.

#### X. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws.
2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees and subcontractors, covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.
3. Property of District. The work, or any portion, of Consultant in performing this Agreement shall become the property of the District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's

use. All materials and work product, whether finished or unfinished, shall be delivered to the District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.

4. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final District payment for Consultant's services.
5. Prevailing Wage. To the extent that the work or services to be performed under this Agreement may be considered a "public work" pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any subconsultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any subconsultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

Consultant agrees to be bound by the prevailing wage requirements to the extent applicable to the scope of work and services under this Agreement, including, but not limited to, the following:

- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
- b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
- c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
- d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;



e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.

Any failure of Consultant and/or its subconsultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the District's performance of this Agreement at the District's sole and absolute option, and shall be at the sole risk of Consultant. Consultant on behalf of itself, any subconsultant, agree to indemnify, defend and hold harmless the District and its directors, officers, and employees from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any subconsultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

6. Registration with DIR. Consultant acknowledges that it and/ any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or subconsultant's current registration to perform public work. Labor Code section 1771.1(b).
7. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
8. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, natural disaster, act of god, pandemic, or other peril, existing or future, which is beyond the reasonable control of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule and Consultant compensation based on the District's sole discretion.

9. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
10. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the parties to this Agreement.
11. Independent Contractor. In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District Parties against any and all claims, demands, demands, actions, damages or judgments, including associated costs of investigation and defense arising in any manner related to this Agreement that an employee, agent or independent contractor of Consultant was misclassified.
12. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
13. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
12. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
13. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
14. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
15. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
16. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic, facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.

## XI. ACKNOWLEDGMENT

By their signatures below, the parties herein acknowledge that they have read and understand the terms of this Agreement, and are authorized to execute this Agreement.

DISTRICT

CONSULTANT

“West Bay Sanitary District”

“Freyer & Laureta, Inc.”

By: \_\_\_\_\_  
Sergio Ramirez  
District Manager

By: \_\_\_\_\_  
Richard J. Laureta  
President

APPROVED AS TO FORM

\_\_\_\_\_  
DISTRICT COUNSEL

NOTES

1. Corporation - signature of two (2) officers required, or one (1) officer plus corporate seal
2. Partnership - signature of a partner required
3. Sole Proprietorship - signature of proprietor required
4. Although it may be necessary on occasion to modify or change some of the provisions of this Standard Agreement, those occasions should be rare. Consultants should be strongly encouraged to accept the terms if they wish to do business with the DISTRICT. Any proposed changes should, of course, be cleared through the DISTRICT Attorney’s Office.\
5. All contracts must be reviewed and approved as to form by the DISTRICT Counsel prior to execution by the DISTRICT.

**EXHIBIT “A”**

**SCOPE OF SERVICES**

May 6, 2021

Mr. Bill Kitajima  
Projects Manager  
West Bay Sanitary District  
500 Laurel Street  
Menlo Park. CA. 94025

**Re:           ENGINEERING/CONSTRUCTION SERVICES PROPOSAL  
                  WEST BAY SANITARY DISTRICT WAREHOUSE PROJECT**

Dear Mr. Kitajima,

Thank you for your proposal request to provide engineering services for the construction of the warehouse project at the District's Flow Equalization and Resource Recovery Facility (FERRF). We are pleased to present the following Scope of Professional Services and Fee Schedule.

**SCOPE OF PROFESSIONAL SERVICES**

We propose to break the project into three tasks: Task I- Project Management and Coordination, Task II- Site Investigation/Data Collection, and Task III – Construction Support.

**Task I: Project Management and Coordination**

- Freyer & Laureta (F&L) will attend meetings to coordinate this project. 4 meetings are budgeted.
- F&L will provide QA/QC and monitor schedule and budget.

**Task II – Site Investigation/Data Collection**

During this phase of the project, we will assist the District with geotechnical support and surveying.

- Perform geotechnical report with recommendations to prepare the site for the new building.
- Perform surveying at the site for construction purposes. We propose 8 hours of surveying for this effort.

**Task III – Construction Support**

During this phase of the project, we will assist the District with the following:

- Geotechnical support during construction including laboratory testing to establish compaction curves for project soils and field compaction tests for site grading.
- Provide fire service calculations and coordination for the sprinkler system required for the warehouse.
- Provide civil engineering consultation during construction including review of construction submittals and response to contractor request for information.

**Proposed Fee Schedule**

All work will be on a time and materials basis, not exceed the following limits without District authorization. Please see attached Estimated Budget Table for fee breakdown.

<b>Task I – Project Management and Coordination</b>	<b>\$2,100</b>
<b>Task II – Site Investigation/Data Collection</b>	<b>\$17,300</b>
<b>Task III – Construction Support</b>	<b><u>\$15,000</u></b>
	<b>\$34,400</b>

Thanks again for this opportunity. Please let me know if you have any questions.

Sincerely,  
**FREYER & LAURETA, INC.**



Richard J. Laureta, P.E.  
President

**ESTIMATED BUDGET FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES  
WAREHOUSE PROJECT  
West Bay Sanitary District**

TASKS	ESTIMATED LABOR (Hours)					TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION				ESTIMATED COST	
	Personnel & Rates (\$/hr)						UNIT	QNTY	UNIT COST (\$)	5% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	F&L Administrative	2-Man Survey Crew	F&L Staff Engineer II	F&L Project Manager	F&L Principal							
	85	350	135	205	235							
<b>Task I: Project Management and Coordination</b>												
Meetings					4	\$940					\$940	
Monitor budget and project schedule					2	\$470					\$470	
Monthly progress and cost summary report, invoices					2	\$640					\$640	
Subtotal Labor Hours - Task I	2				8	<b>\$2,050</b>						<b>\$2,100</b>
							Estimated Cost - Task I					
<b>Task II: Site Investigation, Data Collection</b>												
Geotechnical Consultation for Design			8	4	4	\$2,840	BAGG	1	\$10,000	\$500	\$13,340	
Surveying		8	4	2	1	\$3,985					\$3,985	
Subtotal Labor Hours - Task II		8	12	6	5	<b>\$6,825</b>						<b>\$17,300</b>
							Estimated Cost - Task II					
<b>Task III: Construction Support</b>												
Geotechnical Consultation during Construction				4	2	\$1,290	BAGG	1	\$3,030	\$152	\$4,472	
Fire Water Service Calculations/Coordination			24	8	4	\$5,820					\$5,820	
Civil Construction Consultation			16	8	4	\$4,740					\$4,740	
Subtotal Labor Hours - Task III			40	20	10	<b>\$11,850</b>						<b>\$15,000</b>
							Estimated Cost - Task III					
<b>Total Labor Hours</b>	<b>2</b>	<b>8</b>	<b>52</b>	<b>26</b>	<b>23</b>	<b>\$20,725</b>	<b>Total Estimated Cost</b>					<b>\$34,400</b>

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 8

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *Consider a General Regulation Amending the Code of General Regulations for Section 901. Sewer Connection Charges (03) Charges by Type of Connection – Accessory Dwelling Unit*

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### Background

On February 12, 2020, the District Board approved the General Regulation amending the Code of General Regulations for Section 901. Sewer Connection Charges (03) Charges by Type of Connection – Accessory Dwelling Unit to reflect California Government Code Section 65852.2 amendments effective January 1, 2020. The District Manager sees it necessary to add clarification to conform to existing law. This update would clarify, in essence, which Accessory Dwelling Units (ADUs) qualify for connection fees, and which ones would not. In addition, this Code update clarifies ADUs that are exempt from connection fees and are by extension exempt from reimbursement agreement supplemental connection fees.

### Analysis

The Board is asked to approve amending the Code of General Regulations for Section 901. Sewer Connection Charges (03) Charges by Type of Connection – Accessory Dwelling Unit.

### Fiscal Impact

No direct fiscal impact at this time. However, the District will continue to charge connection fees when appropriate by law.

### Recommendation

The District Manager recommends the General Regulation amending the Code of General Regulations for Section 901. Sewer Connection Charges (03) Charges by Type of Connection – Accessory Dwelling Unit

Attachment: General Regulation Amendment & Current Code Exhibiting Changes

---



**WEST BAY SANITARY DISTRICT**

**GENERAL REGULATION NO. \_\_\_\_**

\*\*\*\*\*

**A REGULATION AMENDING GENERAL REGULATION NO. 58 "A GENERAL REGULATION ADOPTING CODE OF GENERAL REGULATIONS"**

\*\*\*\*\*

BE IT ORDAINED AND ENACTED BY THE District Board of West Bay Sanitary District that General Regulation No. 58, "A General Regulation Adopting Code of General Regulations", passed and approved on November 27, 1982, as heretofore amended, is further amended as follows:

**SECTION 901. Sewer Connection Charges (03) Charges by Type of Connection – Accessory Dwelling Unit:**

**Accessory Dwelling Unit**

(a) Pursuant to Section 65852.2 of the California Government Code the District will charge an Accessory Dwelling Unit Connection Fee based on the number of plumbing fixture units (FU). District establishes 20 FU's per EDU (equivalent dwelling unit) as the basis for charging accessory dwellings. The connection fee per fixture unit (FU) would be multiplied times the number of fixture units in the accessory dwelling unit to charge a connection for the accessory dwelling unit.

(b) Exceptions. Effective January 1, 2020, in accordance with California Government Code Section 65852.2, subsections (e)(1)(A) and (f)(4) the District will not require installation of a separate utility connection or impose a related Connection Fee for one accessory dwelling unit or junior accessory dwelling unit per lot with a proposed or existing single-family dwelling, other than an accessory dwelling unit that is within the proposed space of a new single-family home, if all of the following apply:

- (i) The accessory dwelling unit or junior accessory dwelling unit is within the existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.
- (ii) The space has exterior access from the proposed or existing single-family dwelling.
- (iii) The side and rear setbacks are sufficient for fire and safety.
- (iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(c) For an accessory dwelling unit that is not described in subparagraph (b), a new or separate sewer connection may be applied, and the standard charge per fixture unit shall apply.

**Formula Assumptions:**

#1 - District Connection Fee charge per EDU = \$6,919, the charge per fixture unit would be \$345.95 per FU (\$6,919 divided by 20 FU).

#2 - Authority connection fee charge per EDU = \$1,582, the charge per fixture unit would be \$79.10 per FU (\$1,582 divided by 20 FU).  
#3 - \$345.95 per FU plus \$79.10 per FU equals \$425.05 per fixture unit cost.  
Example: An accessory dwelling with 15 fixture units would be charged and connection fee of \$6,375.75 (15 x \$425.05) [Amended by General Regulation No.2017-01]

(d) In accordance with California Government Code Section 66003, except for Accessory Dwelling Units described in subparagraph (b), above, supplemental connection fees imposed pursuant to a reimbursement agreement entered into between the District and a property owner or developer for that portion of the cost of a public facility paid by the property owner or developer which exceeds the need for the public facility attributable to and reasonably related to the development shall apply on a per fixture unit basis in the same ratio as is set forth in subsection (c), above.

\*\*\*\*\*

Passed and approved by the District Board of the West Bay Sanitary District on May 12, 2021 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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President of the District Board  
of the West Bay Sanitary District  
County of San Mateo, State of California

Attest:

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Secretary of the District Board  
of the West Bay Sanitary District,  
County of San Mateo, State of California

REDLINE EXHIBIT

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In no event shall a connection fee be less than the residential connection fee. A separate meter serving the non-residential premises shall be required for annual user charge assessments.

Connection Fee Dollars

	District	Authority	Total
Residential Unit (includes 30 gpd lateral I/I)	\$6,919.00	\$1,582.00	\$8,501.00
Supplementary Connection Fee (equivalent to 30 gpd lateral I/I)	\$1,037.70	\$237.30	\$1,275.00
Non-Residential Use Equal or Less than 325 mg/l BOD and/or SS *per connection	\$34.59/gpd +\$1,037.70*	\$7.91/gpd +\$237.30*	\$42.50/gpd \$1,275.00*
Greater than 325 mg/l BOD and/or SS	\$34.59/gpd +\$1,037.70	Ratio(a)	Total(b)

(a) The connection fee for Authority expansion costs is calculated by multiplying \$7.91/gpd times the average daily flow in gpd, times the ratio of the highest of the BOD and SS concentrations to 325 mg/l subject to a minimum connection fee \$7.91/gpd plus \$237.30 per connection.

(b) The total connection fee is the sum of the District and Authority connection fees subject to a minimum connection fee of \$42.50 plus \$1,275.00 per connection.

(c) The connection fee for a supplementary connection(s) to the same building shall be \$1,275.00 per connection. [Amended by General Regulation No.2017-01]

(d) Minimum Non-Residential Use is based on 300 gpd daily flow.

Accessory Dwelling Unit

(a) Pursuant to Section 65852.2 of the California Government Code the District will charge an Accessory Dwelling Unit Connection Fee based on the number of plumbing fixture units (FU). District establishes 20 FU's per EDU (equivalent dwelling unit) as the basis for charging accessory dwellings. The connection fee per fixture unit (FU) would be multiplied times the number of fixture units in the accessory dwelling unit to charge a connection for the accessory dwelling unit.

(b) Exceptions. Effective January 1, 2020, in accordance with California Government Code Section 65852.2, subsections (e)(1)(A) and (f)(4) the District will not require installation of a separate utility connection or impose a related charge a Connection Fee for one an accessory dwelling unit or junior accessory dwelling unit per lot with a proposed or existing single-family dwelling, other than an accessory dwelling unit that is within the proposed space of a new single-family home, if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(b)(c) that is less than 750 square feet in accordance with Subsection (f)(3)(A) of Section 65852.2, or for any accessory dwelling unit or junior accessory dwelling unit that is no more than 500 square feet in size and within the existing space of a single-family dwelling or accessory structure in accordance with Subsection (e)(1)(A) and Government Code Section 65852.22. For an accessory dwelling unit that is not described in subparagraph (b), a new or separate sewer connection may be applied, and within the proposed space of a new single-family dwelling, the standard charge per fixture unit shall apply.

REDLINE EXHIBIT

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Formula Assumptions:

#1 - District Connection Fee charge per EDU = \$6,919, the charge per fixture unit would be \$345.95 per FU (\$6,919 divided by 20 FU).

#2 - Authority connection fee charge per EDU = \$1,582, the charge per fixture unit would be \$79.10 per FU (\$1,582 divided by 20 FU).

#3 - \$345.95 per FU plus \$79.10 per FU equals \$425.05 per fixture unit cost.

Example: An accessory dwelling with 15 fixture units would be charged and connection fee of \$6,375.75 (15 x \$425.05) [Amended by General Regulation No.2017-01]

(e)-(d) In accordance with California Government Code Section 66003, except for Accessory Dwelling Units described in subparagraph (b), above, which shall be exempt from such fees, supplemental connection fees imposed pursuant to a reimbursement agreement entered into between the District and a property owner or developer for that portion of the cost of a public facility paid by the property owner or developer which exceeds the need for the public facility attributable to and reasonably related to the development shall apply on a per fixture unit basis in the same ratio as is set forth in subsection (c), above.

**(04) Persons Responsible.**

The owner of any premises is and shall be responsible for payment of all connection charges applicable to said premises. It shall be and is hereby made the duty of each property owner to ascertain from the District

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 9

**To:** *Board of Directors*

**From:** *Debra Fisher, Finance Manager*

**Subject:** *Consideration to Approve the Financial Statements  
FY 2020-21, Third Quarter Ending 3/31/2021*

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### **Background**

Attached for the Board's review are the District's Financial Statements for the quarter ending March 31, 2021. Each fund is reported separated to better view the primary operations and other activities in; General, Capital, Solid Waste, and Recycled Water Funds.

### **Fiscal Impact**

The District had total Revenue of \$25,882,811, total Expenditures of \$22,473,304, for a total \$3,410,062 increase in Net Position, through the third quarter ending March 31, 2021 for all Funds.

### **General Fund:**

Operating Revenue was \$24,301,809, 77% of the annual budget. Operating Expense was \$21,136,254, 79% of annual budget. This includes contributions to Silicon Valley Clean Water (SVCW) of \$10,830,847, 82% of annual budget, due to debt payments in the first quarter which is 60% of the District's total annual debt budget to SVCW. The Net Operating Income was \$3,165,555 through March 31, 2021.

Non-Operating Revenues and Expenses had a \$301,903 net increase, from Interest Income, Gains, and Losses on Investments. There were no Non-Operating Expenses. The General Fund has a \$3,467,458 increase in Net Position through March 31, 2021 after recognizing nine months of sewer service revenue, of which \$12,898 was outstanding.

### **Capital Fund:**

The Capital Fund recognized revenue for Connection Fees of \$88,490, 35% of the annual budget. \$219 thousand received in the first quarter was recognized as revenue in the prior year.

Capital Expenditures of \$889,954 are recognized as assets, increasing the District's Net Position.

---

**Solid Waste Fund:**

The Solid Waste Fund recognized \$189,579 in Franchise Fees from Recology, which manages solid waste collection for the District, with March 2021 fees of \$8,770 outstanding at the end of the quarter.

Solid Waste Expenditures of \$68,286 was recognized for rate studies, annual notification mailing, and overhead allocation, through March 31, 2021.

The Solid Waste Fund increase \$121,293, to a Net Position of \$364,698, as of March 31, 2021.

**Recycled Water Fund:**

The Recycled Water Fund includes the Sharon Heights Recycled Water Facility and the Bayfront Project.

Sharon Heights Recycled Water Facility (SHRWF) was accepted July 27, 2020 and had final capital expenditures of \$261,537, for a total of \$22,647,052, with an SRF loan of \$17,117,420. The first SRF payment was made in March 2021, reducing the SRF loan balance to \$16,616,382.

The SHRWF recognized \$457,752 in Revenue, including reimbursement of contractor’s operation and maintenance expense of \$272,392. Expenditures were \$1,049,780, including \$521,101 in depreciation of the facility.

The Bayfront Project had \$25,131 in capital expenditures in FY 2020-21, for total project Contraction In Progress (CIP) expenditures of \$330,227.

**Financial Statements Summary:**

The following is a summary of the Statement of Changes in Revenue, Expenses, and Net Position, based on the quarter ending March 31, 2021.

<b>Financial Statement</b>	<b>Actual FY 2019-20</b>	<b>Actual - Q3 FY 2020-21</b>	<b>Budget - Q3 FY 2020-21</b>	<b>Budget v Actual Q3 FY 2020-21</b>
Operating Revenues	30,911,792	24,301,809	23,691,932	103%
Operating Expenses	(10,560,063)	(10,305,406)	(10,219,098)	101%
SVCW	(19,551,977)	(10,830,847)	(11,195,393)	97%
Operating Income (Loss)	799,752	3,165,555	2,277,441	139%
Non-Operating Rev / Exp	9,997,634	301,903	671,017	45%
General Fund	10,797,385	3,467,458	2,948,457	118%
Capital Fund	572,970	88,490	187,500	47%
Solid Waste Fund	49,713	1,079	3,750	29%
Recycled Water Fund	2,429,741	(147,520)	(478,862)	31%
<b>Change in Net Position</b>	<b>13,849,809</b>	<b>3,409,507</b>	<b>2,660,846</b>	<b>128%</b>
Prior Period Adjustment	(1,443,710)			
	<b>12,406,099</b>			

**Recommendation**

The Finance Manager recommends the Board approve the Financial Statement for Fiscal Year 2020-21, for the Third Quarter ending March 31, 2021.

Attachment: Financial Report, FY 2020-21, Third Quarter ending March 31, 2021



# **WEST BAY SANITARY DISTRICT**



## **Preliminary Financial Statements**

**Fiscal Year 2020-2021**

**Third Quarter**

**Ending March 31, 2021**

**Financial Report  
Third Quarter  
March 31, 2021**

The West Bay Sanitary District (the District) provides wastewater collection and conveyance services to the City of Menlo Park, Atherton, and Portola Valley, and areas of East Palo Alto, Woodside and unincorporated San Mateo and Santa Clara counties. The District conveys raw wastewater, via the Menlo Park Pump Station and force main, to Silicon Valley Clean Water (SVCW) for treatment and discharge to the San Francisco Bay. The District was originally formed in December 1902 as the Menlo Park Sanitary District under the Sanitary Sewer Act of 1891. The District operated as the Menlo Park Sanitary District from 1902 until 1981 when its name was changed to the West Bay Sanitary District to more accurately reflect the service area. The powers of the District are established by the State of California Health and Safety Code. The District serves a population of 20,170 households and commercial establishments.

The District has issued its financial statements for the third quarter ended March 31, 2021, for fiscal year 2020-21 in conformity with the format prescribed by the provisions of Governmental Accounting Standards. This report is an overview of the District’s financial activities for the period.

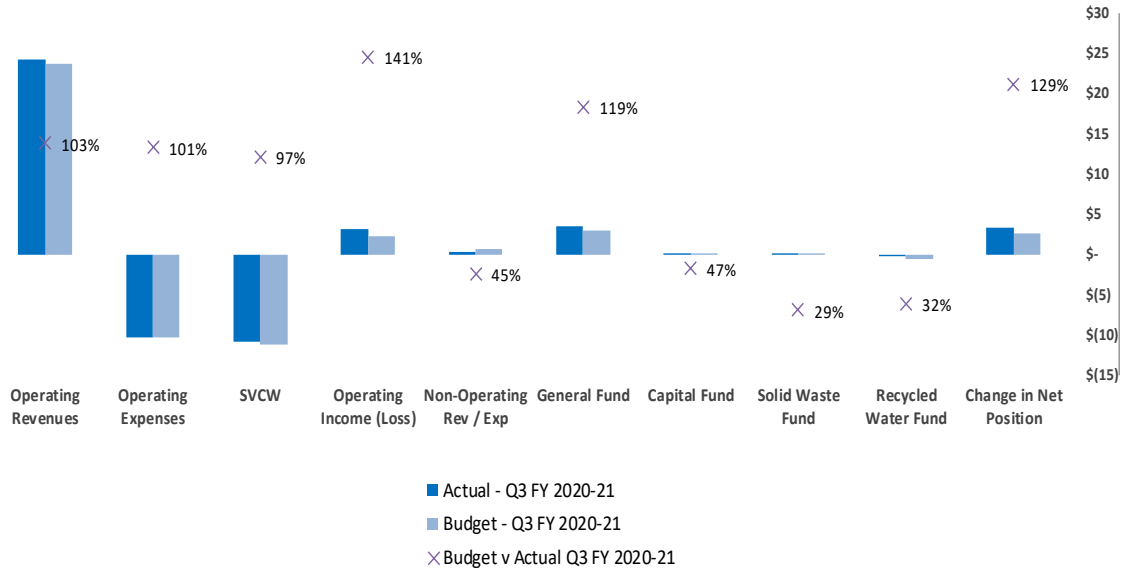
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**WEST BAY SANITARY DISTRICT**  
**Statement of Net Position**  
**Fiscal Year 2020-21**  
**March 31, 2021**

	Prior Year FY 2019-20	3rd Quarter FY 2020-21
<b>Assets</b>		
Current Assets		
Cash & Investments	36,868,825	37,773,170
Accounts Receivable	2,442,672	9,513
Interest Receivable	249,607	135,957
Accrued Revenue		4,502,240
Prepaid Expenses	706,691	150,240
<b>Total Current Assets</b>	<b>40,267,794</b>	<b>42,571,120</b>
Non-Current Assets		
Investments	17,854,352	21,279,935
Restricted Investments	3,293,339	2,079,418
Investment in SVCW	29,221,839	29,221,839
Capital Assets:		
Property, Plant & Equipment	107,768,237	108,982,868
Accumulated Depreciation	(35,317,072)	(37,826,317)
Total Capital Assets	72,451,165	71,156,551
<b>Total Non-Current Assets</b>	<b>122,820,694</b>	<b>123,737,743</b>
<b>Total Assets</b>	<b>163,088,488</b>	<b>166,308,863</b>
<b>Deferred Outflows of Resources</b>	<b>1,096,469</b>	<b>1,096,469</b>
<b>Liabilities</b>		
Current Liabilities		
Accounts Payable	2,635,396	1,681,186
Accrued Payroll & Taxes	446,209	375,486
Connection Fees Payable	1,563,699	1,817,531
Construction Deposits	17,381	(119)
SRF Advance - SHGCC	135,112	3
<b>Total Current Liabilities</b>	<b>4,797,796</b>	<b>3,874,088</b>
Non-Current Liabilities		
OPEB Liability	111,239	111,239
Net Pension Liability	5,494,504	5,494,504
SRF Deposit - SHGCC	743,095	1,458,407
SRF Note Payable	16,597,119	16,616,382
<b>Total Liabilities</b>	<b>27,743,753</b>	<b>27,554,620</b>
<b>Deferred Inflows of Resources</b>	<b>571,400</b>	<b>571,400</b>
<b>Net Position</b>		
Net Investment in Capital Assets	55,854,046	54,540,169
Investment In SVCW	29,221,839	29,221,839
Capital Fund Budget	27,265,653	27,848,533
Operation Reserve	9,498,293	9,395,827
Unrestricted Fund Balance	15,473,684	18,272,944
<b>Total Net Position</b>	<b>137,313,515</b>	<b>139,279,312</b>
<b>Prior Period Adjustment</b>	<b>(1,443,710)</b>	
<b>Total Net Position</b>	<b>135,869,805</b>	<b>139,279,312</b>

**WEST BAY SANITARY DISTRICT**  
**Statement of Revenue, Expenses and Changes in Net Position**  
**Fiscal Year 2020-21**  
**March 31, 2021**



	Prior Year FY 2019-20	Actual 3/31/2021	Budget 3/31/2021	Budget v Actual 3/31/2021	Annual Budget FY 2020-21	YTD % Annual Budget
<b>Operating Revenues</b>	<b>30,911,792</b>	<b>24,301,809</b>	<b>23,691,932</b>	<b>609,877.14</b>	<b>31,589,242</b>	<b>77%</b>
<b>Operating Expenses</b>						
General Fund Expense	8,516,794	8,317,261	8,071,543	245,718	10,762,057	77%
Capital (Depreciation)	2,043,269	1,988,145	2,175,000	(186,855)	2,900,000	69%
<b>Total WBSD Operating Expenses</b>	<b>10,560,063</b>	<b>10,305,406</b>	<b>10,246,543</b>	<b>58,863</b>	<b>13,662,057</b>	<b>75%</b>
Sewage Treatment Plant (SVCW)	19,551,977	10,830,847	11,195,393	(364,545)	13,153,679	82%
<b>Total Operating Expenses</b>	<b>30,112,040</b>	<b>21,136,254</b>	<b>21,441,936</b>	<b>(305,682)</b>	<b>26,815,736</b>	<b>79%</b>
<b>Operating Income (Loss)</b>	<b>799,752</b>	<b>3,165,555</b>	<b>2,249,996</b>	<b>915,559</b>	<b>4,773,506</b>	<b>66%</b>
<b>Non-Operating Revenues (Expenses)</b>						
Non-Operating Revenues	9,997,634	301,903	666,517	(364,614)	69,000	438%
Non-Operating Expenses	-	-	4,500	(4,500)	6,000	
<b>Total Non-Operating Revenues (Expenses)</b>	<b>9,997,634</b>	<b>301,903</b>	<b>671,017</b>	<b>(369,114)</b>	<b>75,000</b>	<b>403%</b>
<b>Change in Net Position by Fund</b>						
General Fund	10,797,385	3,467,458	2,921,013	546,446	250,000	1387%
Capital Fund	572,970	88,490	187,500	(99,010)	250,000	35%
Solid Waste Fund	49,713	1,079	3,750	(2,671)	5,000	22%
Recycled Water Fund	2,429,741	(147,520)	(467,167)	319,647	872,340	-17%
<b>Change in Net Position</b>	<b>13,849,809</b>	<b>3,409,507</b>	<b>2,645,096</b>	<b>764,411</b>	<b>1,377,340</b>	<b>248%</b>

**General Fund:****Revenues:**

For quarter ending March 31, 2021, total combined revenues are \$25,882,811, including the General, Capital, Solid Waste, and Recycled Water Funds. The General Fund had \$24,603,712 in total Revenues, 78% of the annual budget.

- **Sewer Service Charges.** Total revenue of \$31,169,407 is expected for Fiscal Year 2020-21, with 23,390,987 recognized through 3/31/21, 76% of the annual budget. \$18,810,921 has been received from the county of San Mateo, with \$4,502,240 accrued, through March 31, 2021. The remaining balance represents manual invoices to customers not on the San Mateo County Tax Roll. Manual invoices are due in two payments; half on 11/1/20 and half on 2/1/21, with \$12,898 still outstanding.
- **Permit Fees.** Permit & Inspection Fees of \$155,419, 155% of the annual budget.
- **Flow Equal.** The total billed amount of \$355,000 was received.
- **Other Operating Income.** A total of \$400,403 was billed through 3/31/21; 114% of the annual budget.
  - Revenue from Los Altos Hills was \$326,646
  - Revenue from Town of Woodside was \$57,505
  - An additional \$6,924 from other sources
  - Sampling & Monitoring invoices were \$9,328
    - These are billed to District customers to reimburse SVCW expenses
- **Other Non-Operating Revenues:** The District recognized total non-operating revenue of \$301,903. The majority from interest income.

**General Fund**

<b>General Fund</b>	<b>Prior Year FY 2019-20</b>	<b>Actual 3/31/2021</b>	<b>Budget 3/31/2021</b>	<b>Budget v Actual 3/31/2021</b>	<b>Annual Budget FY 2020-21</b>	<b>YTD % Annual Budget</b>
Sewer Service Charges						
Residential	23,078,995	18,001,718	17,934,162	67,556	23,912,216	75%
Non-Residential	6,924,752	5,389,268	5,146,382	242,886	6,861,843	79%
Total Sewer Service Charges	30,003,748	23,390,987	23,080,544	310,443	30,774,058	76%
Permit & Inspection Fees	148,144	155,419	75,000	80,419	100,000	155%
Flow Equalization	351,138	355,000	273,888	81,113	365,184	97%
Other Operating Income (LAH & TOW)	408,763	400,403	262,500	137,903	350,000	114%
<b>Total Operating Revenues</b>	<b>30,911,792</b>	<b>24,301,809</b>	<b>23,691,932</b>	<b>609,877</b>	<b>31,589,242</b>	<b>77%</b>
<b>Non-Operating Revenues</b>						
Interest Income	1,078,141	478,706	37,500	441,206	50,000	957%
Gain/Loss on Securities	44,846	(332,468)		(332,468)		
Gain/Loss on PARS Trust	90,406	104,044		104,044		
Gain/Loss on Sale of Assets	4,907			-		
Other Non-Op. Inc.	8,779,333	51,621	629,017	(577,396)	19,000	272%
<b>Total Non-Operating Revenues</b>	<b>9,997,634</b>	<b>301,903</b>	<b>666,517</b>	<b>(364,614)</b>	<b>69,000</b>	<b>438%</b>
<b>Total General Fund Revenue</b>	<b>40,909,426</b>	<b>24,603,712</b>	<b>24,358,448</b>	<b>245,264</b>	<b>31,658,242</b>	<b>78%</b>

**Expenditures:**

For quarter ending March 31, 2021, total Expenses were \$21,136,254, 79% of the annual budget.

- **WBSD Operating Expenses.** General Fund Expenses were \$10,305,406, including \$1,988,145 in Capital Depreciation, 69% of the annual budget. Expenses are shown on the Expense Analysis on the following page in total, with allocations to the Solid Waste and Recycled Water Fund deducted in aggregate.
  - The largest variances from the budget were Employee Benefits of \$3,967,557, which is at 95% of the annual budget, and includes \$1,382,655 Pension Unfunded Accrued Liability FY 2020-21 payment and an additional \$1.6 million paydown from funds transferred from the PARS Pension Trust. The transfer was authorized by the board at the FY 2020-21 Budget Workshop, and with a five year fresh start plan, will save approximately \$3.9 million for the District.
  - Insurance is slightly higher than expected at \$160,838m, 80% of the annual budget.
  - San Mateo Local Agency Formation Commission (LAFCo) was \$28,087, 34% over the annual budget.
  - The other budget items under the annual budget average 41% of the annual budget.
- **External Operating Expenses.** These include \$10,830,847 paid to SVCW, which is 82% of the annual budget. The District holds a 23.91% share of SVCW's Net Position as of June 30, 2020 Unaudited Analysis of Net Position.
  - SVCW Operating & Capital Contributions were \$5,874,858, 75% of annual budget
  - SVCW Debt payments were \$5,100,457, 96% of annual budget. The 2014 and 2015 Bonds were refinanced, along with the 2011 SRF debt, therefore the District will not be required to make the \$220,077 payment. The District owes \$55.7 million for the new 2021 Bonds, with payments commencing in 2021-22. SVCW refinanced debt to take advantage of historically low rate, which are estimated to save the District \$3.25 million.
- **Non-Operating Expenses.** There were no Non-Operating Expenses. Previously, SVCW and LAFCo were shown as non-operating expenses. Statements were aligned with audited financial statements, effective June 30, 2020; current expenses are recognized as Sewage Treatment Plant under Operating Expenses.

**Change in Net Position:**

The General Fund had Net Operating Income of \$3,165,555 through March 31, 2021. With the \$301,903 net increase in Non-Operating Revenues and Expenses, for a \$3,409,507 increase in Net Position through March 31, 2021.

**WEST BAY SANITARY DISTRICT**  
**Expense Analysis**  
**Fiscal Year 2020-21**  
**March 31, 2021**

	Prior Year FY 2019-20	Actual 3/31/2021	Budget 3/31/2021	Budget v Actual 3/31/2021	Annual Budget FY 2020-21	YTD % Annual Budget
Salaries & Wages	4,079,527	3,036,208	3,020,442	(15,766)	4,027,256	75%
Employee Benefits	2,491,455	3,967,557	3,126,123	(841,433)	4,168,165	95%
Directors- Fees	30,740	90,845	179,404	88,558	239,205	38%
Election Expense		4	52,500	52,496	70,000	0%
Gasoline, Oil & Fuel	52,364	31,188	52,500	21,312	70,000	45%
Insurance	131,737	160,838	150,407	(10,431)	200,542	80%
Memberships	51,936	39,012	38,588	(425)	51,450	76%
Office Expense	37,674	23,547	26,625	3,078	35,500	66%
Operating Supplies	356,797	293,709	285,109	(8,601)	380,145	77%
Contract Services	365,977	262,498	360,750	98,252	481,000	55%
Professional Services	306,236	217,335	397,659	180,324	530,212	41%
Printing & Publications	63,452	27,348	46,875	19,527	62,500	44%
Rents & Leases	24,824	27,862	30,000	2,138	40,000	70%
Repairs & Maintenance	271,062	219,024	232,425	13,401	309,900	71%
Research & Monitoring	10,285	6,600	64,500	57,900	86,000	8%
Training, Meetings & Travel	39,949	14,730	42,150	27,420	56,200	26%
Utilities	145,796	154,536	242,507	87,970	323,342	48%
Other Operating Expenses	107,333	70,062	252,149	182,088	336,199	21%
LAFCo	20,152	28,067	15,750	(12,317)	21,000	134%
Pension Expense (GASB 68)			-	-		
OPEB Expense (GASB 75)		(273,733)	65,594	339,326	87,458	-313%
Depreciation	2,043,269	1,988,145	2,175,000	186,855	2,900,000	69%
Transfer to Solid Waste	(70,501)	(68,286)	(77,250)	(8,964)	(103,000)	-66%
Transfer to Recycled Water	-	(11,692)	(544,957)	(533,265)	(726,609)	-99%
<b>Total WBSD Operating Expenses</b>	<b>10,560,063</b>	<b>10,305,406</b>	<b>10,234,848</b>	<b>(70,558)</b>	<b>13,646,464</b>	<b>76%</b>
SVCW - Operating Fund	6,864,372	5,162,652	5,046,336	(116,316)	6,728,448	77%
SVCW - Operating Reserve	14,112	5,004	265,788	260,784	354,384	1%
SVCW - SRF Reserve Contribution	268,404		-	-		
SVCW - Capital Contributions	452,076	562,734	562,734	-	750,312	75%
SVCW - 2009 Bond (\$55 Mil)	810,663		-	-		
SVCW - 2014 Bond (\$65 Mil)	1,144,887	1,145,480	1,145,480	-	1,145,480	100%
SVCW - 2015 Bond (\$60 Mil)	1,019,906	1,610,500	1,610,500	-	1,610,500	100%
SVCW - 2018 Bond	1,834,713	1,837,713	1,837,713	-	1,837,713	100%
SVCW - Cash in Lieu of 2018 Bond	6,416,002		-	-		
SVCW - SRF Debt Service (2011 Debt)	220,077		220,077	220,077	220,077	
SVCW - SRF WWTP Debt C-06-5216-120	506,765	506,765	506,765	-	506,765	100%
<b>Total External Operating Expenses</b>	<b>19,551,977</b>	<b>10,830,847</b>	<b>11,195,393</b>	<b>364,545</b>	<b>13,153,679</b>	<b>82%</b>
Other Non Operating Expense			4,500	4,500	6,000	
Prior Period Adjustments	4,152,375		-	-		
<b>Total General Fund Expenses</b>	<b>34,264,416</b>	<b>21,136,254</b>	<b>21,434,741</b>	<b>298,487</b>	<b>26,806,143</b>	<b>79%</b>



**Capital Fund:**

For quarter ending March 31, 2021, total Capital Expenditures and Reserve Transfers were \$3,975,622, 29% of the annual budget. A detailed schedule of Capital Expenditures is included on page 10.

**Capital Fund Revenue:**

Connection Fees were \$88,490, 35% of the annual budget. \$219 thousand received in the first quarter was recognized as revenue in the prior year.

**Capital Asset Fund**

Capital Asset Fund	Prior Year FY 2019-20	Actual 3/31/2021	Budget 3/31/2021	Budget v Actual 3/31/2021	Annual Budget FY 2020-21	YTD % Annual Budget
Connection Fees	572,970	88,490	187,500	(99,010)	250,000	35%
<b>Total Capital Asset Fund Revenue</b>	<b>572,970</b>	<b>88,490</b>	<b>187,500</b>	<b>(99,010)</b>	<b>250,000</b>	<b>35%</b>

**Capital Fund Expenses:**

Capital spending was \$889,954, 9% of the budget. Several individual capital expenditure items have been moved on the report to align them with the general ledger account where they are coded, providing better transparency. This changes the subtotals on the report, while the total budget of \$9,428,000 is unchanged.

- **Administration.** A total of \$2,853 was expended on Administration, 8% of the \$35,000 budget; District Office Interior and Exterior, and the Server Replacement Program. Levee Surveys has been moved to Construction in Progress and Flow Monitoring Study has been moved to Subsurface Lines.
- **Collection Facilities - Buildings.** The Allowance for Unanticipated Capital was moved under Buildings, to record the purchase of a 20 foot storage container located at the FEERF facility and used for storage, at a cost of \$2,800, 3% of the annual budget.
- **Vehicle & Equipment.** \$177,112 was expended on new vehicles and equipment, 78% of the \$228,000 budget.
  - Two vehicles were purchased, for a combined 7% under budget:
    - Vehicle 217, Pump Supervisor Truck, 2011 F-350 was replaced
    - Vehicle 227 is for the new Recycled Water Chief Operator
  - Pipehunter replacements were purchased for \$23,250, 7% under budget.
  - A Mainline CCTV Camera was purchased for \$23,835, 15% under budget.
  - The budgeted \$360,500 to the Vehicle & Equipment Replacement Reserve was transferred in December 2020, after the first receipt of Sewer Service Charges from the Tax Roll.

	Actual FY 2019-20	Actual 3/31/2021	Budget FY 2020-21	Variance Budget Balance	YTD % Annual Budget
<b>Vehicle Replacement Program</b>					
Bank of the West Money Mkt, Less Contributions	337,251	608,537	607,251	(1,286)	100%
Contributions	270,000	360,500	360,500	-	100%
Total Vehicle & Equipment Expenditures	(346,175)	(177,112)	(228,000)	(50,888)	78%
<b>Net Vehicle &amp; Equipment Program</b>	<b>261,076</b>	<b>791,925</b>	<b>739,751</b>	<b>(52,174)</b>	<b>107%</b>

- **Subsurface Lines and Other.** There were no expenditures on current Pump Stations and Subsurface Lines. Construction in Progress expenditures was separated to align with the general ledger and asset schedules.
  - **Pump Stations.** There were no expenditures on Pump Stations.
  - **Subsurface Lines.** There were no expenditures on current Subsurface Lines.
  
- **Construction In Progress (CIP).** These are new constructions projects that are recorded separately and capitalized when completed. CIP is not depreciated until completed. \$707,188 was expended, 8% of the \$8,870,000 budget for CIP.
  - **Levee & Sheet Piling Project.** \$293,521 was expended for levee design. On June 24, 2020 the Board approved expenditures of \$341,198, plus 10% for “Flow Equalization and Resource Recovery Facility Levee Improvements Construction Documents Preparation”. The original design budget was \$60,000, although the total budget for the design and project is \$1,560,000.
  - **Corporate Yard and Metal Storage Building.** There were no expenditures from the net \$1,450,000 budget.
  - **Pipeline Replacement & Rehab Engineering** There were no expenditures.
  - **Pipeline Replacement & Rehab Construction.** \$413,667 was expended on Belle Haven III & Alpine and Isabella, Gilbert & Bay North Projects, 8% of the \$5,500,000 budget.
  
- **Resource Recovery.** There are two projects for recycled water facilities, which expended \$286,669, through March 31, 2021. Both are recorded under the Recycled Water Fund.
  - **Sharron Heights Recycled Water Facility.** The facility was accepted from the contractor, Anderson Pacific, effective July 27, 2020. The final expenditures of \$261,537 were recorded and the project was capitalized for \$22,780,298.
  - **Bayfront.** The proposed Bayfront Recycled Water Project is in early developments. \$25,131 was expended, through March 31, 2021.

	Actual FY 2019-20	Actual 3/31/2021	Budget FY 2020-21	Variance Budget Balance	YTD % Annual Budget
<b>Resource Recovery</b>					
Recycled Water Facility - SHGCC	7,133,813	261,537	-	(261,537)	
Bayfront Resource Recovery (Environmental Impact Report)	-	25,131	300,000	274,869	8%
<b>Total Resource Recovery</b>	<b>7,133,813</b>	<b>286,669</b>	<b>300,000</b>	<b>13,331</b>	<b>96%</b>

**WEST BAY SANITARY DISTRICT  
Capital Expenditure Analysis  
Fiscal Year 2020-21  
March 31, 2021**

	Actual FY 2019-20	Actual 3/31/2021	Budget FY 2020-21	Variance Budget Balance	YTD % Annual Budget
<b><u>Plant &amp; Administration</u></b>					
District Office Interior	11,400	2,853	10,000	7,147	29%
District Office Exterior	-	-	10,000	10,000	0%
Server Replacement Program	1,500		15,000	15,000	0%
Write-off Obsolete Items, older than 2009	(301,144)		-	-	
<b>Total Administration</b>	<b>(288,245)</b>	<b>2,853</b>	<b>35,000</b>	<b>32,147</b>	<b>8%</b>
<b><u>Collection Facilities - Buildings</u></b>					
FERRF Improvements & Demolition of Treatment Plant	20,679		-	-	
Allowance For Unanticipated Capital Expenditures	221,792	2,800	100,000	97,200	3%
<b>Total Collection Facilities</b>	<b>242,471</b>	<b>2,800</b>	<b>100,000</b>	<b>97,200</b>	<b>3%</b>
<b><u>Vehicle &amp; Equipment</u></b>					
Pipehunter Replace (Carryover)	220,071	23,250	25,000	1,750	93%
Service Truck - Unit 208	53,568		-	-	
Operations Superintendent SUV - Unit 206	48,183		-	-	
Pump Supervisor Truck - Unit 217 W/ 1/2 T Crane (Deferred In 18/19)		87,290	90,000	2,710	97%
Water Quality Supervisor Vehicle		42,738	50,000	7,262	85%
Other Vehicles Improvements & Small Equipment	1,005	-	-	-	
Sales of Vehicles	(34,356)		-	-	
Mainline CCTV Camera	23,726	23,835	28,000	4,165	85%
Flo Dar Equipment (Flow Meters)	33,979		35,000	35,000	0%
<b>Total Vehicle &amp; Equipment</b>	<b>346,175</b>	<b>177,112</b>	<b>228,000</b>	<b>50,888</b>	<b>78%</b>
<b><u>Subsurface Lines and Other</u></b>					
<b><u>Pump Stations</u></b>					
Pump & Valve Replacement Program	48,496		40,000		0%
Private Pump & Panel Replacements	17,691		20,000	20,000	0%
Pump Station Fence Replacement & Repair	14,380		5,000		0%
<b>Total Pump Stations</b>	<b>80,567</b>	<b>-</b>	<b>65,000</b>	<b>65,000</b>	<b>0%</b>
Flow Monitoring Study	29,986		30,000	30,000	0%
Smart Covers (2)	9,983		-	-	
Manhole Raising (Paving Projects)	22,434		100,000	100,000	0%
<b>Total Subsurface Lines And Other</b>	<b>142,969</b>	<b>-</b>	<b>195,000</b>	<b>195,000</b>	<b>0%</b>
<b><u>Construction In Progress</u></b>					
Levee Survey & GPS Update	44,488	293,521	60,000	(233,521)	489%
Sheet Piling Project	363,297		1,500,000	1,500,000	0%
Corporate Yard Renovation Feasibility Study	-		350,000	350,000	0%
Metal Storage Building - Phase 1	2,708		852,550	852,550	0%
Metal Storage Building - Phase 2	-		247,450	247,450	0%
Construction Projects Environmental Review	-		10,000	10,000	0%
<b><u>Pipeline Replacement &amp; Rehab Engineering</u></b>					
Isabella, Gilbert, Bay North, Coyote Hill - Phase 1	213,804		350,000	350,000	0%
<b><u>Pipeline Replacement &amp; Rehab Construction</u></b>					
Belle Haven III & Alpine	1,203,914	39,647			
Town Of Atherton Civic Center - Dinklespeil	517,280				
Isabella, Gilbert & Bay North - Phase 1 (Carryover \$1.5m)		374,020	1,500,000	1,125,980	25%
Isabella, Gilbert & Bay North - Phase 2			2,500,000	2,500,000	0%
Lower Ringwood			1,500,000	1,500,000	0%
Private ECR Project Improvements (Credited to Connection F	25,500				
Write Off Discontinued CIP Projects 2002-2005 & misc	(141,979)				
<b>Total Construction In Progress</b>	<b>2,229,012</b>	<b>707,188</b>	<b>8,870,000</b>	<b>8,162,812</b>	<b>8%</b>
<b>Total Capital Expenditures</b>	<b>2,672,383</b>	<b>889,954</b>	<b>9,428,000</b>	<b>8,538,046</b>	<b>9%</b>

**Reserves:**

The District has budgeted \$4,099,000 in transfers to reserve accounts to protect cash flow between sewer service fee payments from the county, maintain fiscal stability, and reserve for future projects. All budgeted transfers were completed after the receipt of Sewer Service Charges from the Tax Roll in December 2020, excluding the Operating Reserve, as this reserve has reached the target of \$9 million, with a balance of \$9,545,822, as of March 31, 2021.

- **Reserves.** There were no transfers to unrestricted reserve accounts.
  - **Emergency Capital Reserve:** Transferred \$200,000
  - **Capital Project Reserve:** Transferred \$683,500
  - **Rate Stabilization Reserve:** Transferred \$1,555,000
  - **Vehicle & Equip Replacement Reserve:** Transferred \$360,500
  
- **Restricted Reserves.** There is no budget for transfers to restricted reserve accounts in FY 2020-21.

**WEST BAY SANITARY DISTRICT  
Capital Expenditure Analysis  
Fiscal Year 2020-21  
March 31, 2021**

	Actual FY 2019-20	Actual 3/31/2021	Budget FY 2020-21	Variance Budget Balance	YTD % Annual Budget
<b><u>Contributions To Reserves</u></b>					
Operating Reserves Transfers (Target Goal \$9M)	1,300,000		1,300,000	1,300,000	0%
Rate Stabilization/Bond Reserve (Target Goal \$8M)	-	1,555,000	1,555,000	-	100%
<b><u>Capital Reserves</u></b>					
Emergency Capital Reserves Transfer (Target Goal \$5M)	200,000	200,000	200,000		100%
Capital Project Reserves Transfers (Target Goal \$6M)	683,000	683,500	683,500	-	100%
Vehicle & Equip Replacement Reserve	270,000	360,500	360,500		100%
Recycled Water Facility Cash Flow Reserve	-		-	-	
Recycled Water SRF Reserve - Restricted	675,541		-	-	
<b>Total Contributions To Reserves</b>	<b>3,128,541</b>	<b>2,799,000</b>	<b>4,099,000</b>	<b>1,300,000</b>	<b>68%</b>

**Solid Waste:**

The Solid Waste Fund had a net increase of \$1,079, 22% of the annual budget, to a Net Position of \$244,484, as of March 31, 2021.

- **Solid Waste Fund Revenue.** Franchise fees were \$69,365, 64% of the annual budget. With March 2021 fees of \$8,770 outstanding at the end of the quarter, from Recology, which manages solid waste collection for the District.
- **Solid Waste Fund Expense.** Allocated expenses for the Solid Waste program of \$68,286 was recognized for rate studies, annual notification mailing, and overhead allocation, through March 31, 2021, 66% of the annual budget.

**West Bay Sanitary District  
Solid Waste Fund  
Fiscal Year 2020-21  
March 31, 2021**

	Prior Year FY 2019-20	Actual 3/31/2021	Budget 3/31/2021	Variance Budget v Actual	Annual Budget FY 2020-21	YTD % Annual Budget
<b>Income</b>						
Operating Income						
Franchises	120,214	69,365	81,000	(11,635)	108,000	64%
<b>Total Income</b>	<b>120,214</b>	<b>69,365</b>	<b>81,000</b>	<b>(11,635)</b>	<b>108,000</b>	<b>64%</b>
<b>Expenditures</b>						
Allocated Operating Expense						
Rate Studies	16,501	25,105	31,500	(6,395)	42,000	60%
Mailings	5,000	1,932	3,750	(1,818)	5,000	39%
Public Relations	1,000	0	750	(750)	1,000	0%
Overhead Expense Allocation From Genera	48,000	41,250	41,250	0	55,000	75%
<b>Total Allocated Operating Expense</b>	<b>70,501</b>	<b>68,286</b>	<b>77,250</b>	<b>(8,964)</b>	<b>103,000</b>	<b>66%</b>
<b>Solid Waste Fund</b>						
Beginning Balance	193,692	243,405	243,405	-	243,405	100%
Contribution To Solid Waste Fund	49,713	1,079	3,750	(2,671)	5,000	22%
<b>Ending Balance</b>	<b>243,405</b>	<b>244,484</b>	<b>247,155</b>	<b>(2,671)</b>	<b>248,405</b>	<b>98%</b>

**Recycled Water:*****Sharon Heights Recycled Water Facility***

Capital expenditures on the Sharon Heights Recycled Water Facility (SHRW) totaled \$261,537, for a project total of \$22,647,052. \$22,267,257 has been received from the State Revolving Fund, including a \$5,259,800 Water Recycling Funding Program Construction Grant and a net SRF Loan of \$17,117,420.

The facility was accepted from the contractor, Anderson Pacific, effective July 27, 2020. The contractor managed the facility for six months, from July 27, 2020 through January 26, 2021. The District assumes full management of the facility beginning January 27, 2021. Contractor costs are paid by the District and billed to Sharon Heights Golf & Country Club (SHGCC); these expenses are recorded as Operation & Maintenance (O&M) expense, less the PG&E, which is originally paid by the District, in the Recycled Water Fund and receipts are recorded as Income.

Summary Recycled Water Fund statements are included on page 15, with detailed expenditure schedule on page 16.

- **Revenue.** \$457,752 was recognized as income from SHGCC. This represents billing for O&M through March 31, 2021.
- **Expense.** Total expenditures were \$1,049,780, including \$521,101 in depreciation of the recycled water facility.
  - Operating Expenses were \$528,680.
    - Direct District expenses were \$256,288, including PG&E, which was billed to Anderson Pacific and included in O&M paid to them and ultimately billed and received from SHGCC.
    - O&M by Anderson Pacific was \$272,392, for management through January 27, 2021. The total added to the SHRW budget for contractor O&M is \$377,716, including an additional \$52,716 for utilities overage, as the PG&E rate was higher than stated in original contract.
  - Non-Operating Income & Expenses were \$54,262, net decrease.
    - Non-Operating Income was \$581, including Interest Income and losses on the SHGCC restricted reserve account.
    - Non-Operating Expenses was \$218,983, in Interest Expense on the SRF loan through March 31, 2021, accrued and paid.
      - The first SRF loan payment was made March 30, 2021. The \$662,910.88 payment included \$501,038.29 which reduced the loan principal and \$161,872.59 in interest.

***Bayfront Recycled Water Project***

The Bayfront Project recognized \$25,131 in capital expenditures.

West Bay Sanitary District  
 Recycled Water Fund  
 Sharron Heights Recycled Water Facility  
 Fiscal Year 2020-21  
 March 31, 2021

	Actual FY 2019-20	Actual 3/31/2021	Budget 3/31/2021	Budget v Actual 3/31/2021	Annual Budget FY 2020-21	YTD % Annual Budget
<b>Fund Income</b>						
Operating Income						
Sharon Heights Golf & County Club		457,752	780,380	322,628	1,040,507	44%
<b>Total Operating Income</b>	<b>0</b>	<b>457,752</b>	<b>780,380</b>	<b>582,755</b>	<b>1,040,507</b>	<b>44.0%</b>
<b>Fund Expenditures</b>						
Operating Expense (Excluding Depreciation)	0	528,680	780,380	251,700	1,040,507	50.8%
Depreciation Expense	0	521,101	0	(521,101)	0	
<b>Total Fund Expenditures</b>	<b>0</b>	<b>1,049,780</b>	<b>780,380</b>	<b>(269,400)</b>	<b>1,040,507</b>	<b>100.9%</b>
<b>Net Income (Loss)</b>	<b>0</b>	<b>(592,029)</b>	<b>0</b>	<b>592,029</b>	<b>0</b>	
<b>Non-Operating Income / Expense</b>						
Non-Operating Income	5,935,341	581	0	(581)	0	
Non-Operating Expense	(146,255)	(218,983)	0	218,983	(675,541)	32.4%
<b>Total Non-Operating Income/Expense</b>	<b>5,789,086</b>	<b>(218,402)</b>	<b>0</b>	<b>(457,139)</b>	<b>(675,541)</b>	<b>32.3%</b>
<b>Net Fund Balance For Fiscal Year</b>	<b>5,789,086</b>	<b>(810,431)</b>	<b>0</b>	<b>134,890</b>	<b>(675,541)</b>	<b>120%</b>

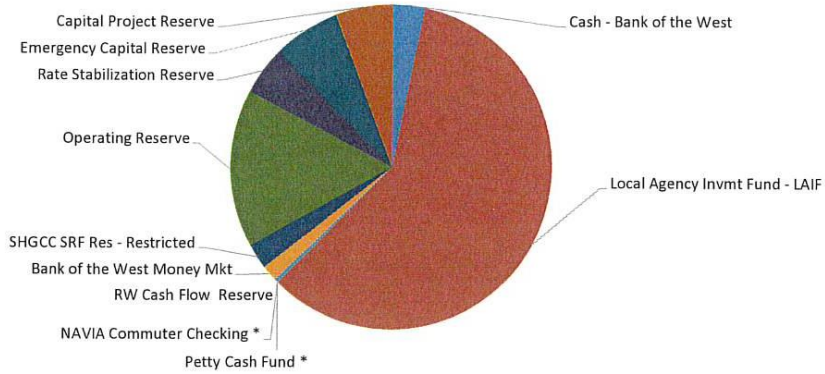
	Actual FY 2019-20	Actual 3/31/2021
<b>Net Position</b>		
<b>Assets</b>		
SHGCC SRF Reserve - Restricted	1,530,350	0
Accounts Receivable	708,440	0
Interest Receivable	3,996	0
<b>Capital Assets</b>		
Sharon Heights Recycle Water Facility	22,385,514	22,647,052
Accumulated Depreciation	0	0
<b>Total Assets</b>	<b>24,628,300</b>	<b>22,647,052</b>
<b>Liabilities</b>		
Accounts Payable	258,754	6,437
Payroll Taxes	0	0
Notes Payable - SRF Loan	16,597,119	(501,038)
SRF Loan Deposit		0
SRF Loan Payment Advance Installments	135,108	(158,522)
Accrued Interest - SRF Loan	36,292	0
<b>Total Liabilities</b>	<b>17,027,273</b>	<b>(653,123)</b>
<b>Net Position</b>	<b>7,601,026</b>	<b>23,300,175</b>

West Bay Sanitary District  
 Recycled Water Fund  
 Sharron Heights Recycled Water Facility  
 Fiscal Year 2020-21  
 March 31, 2021

Fund Expenditures - Detail	Actual FY 2019-20	Actual 3/31/2021	Budget 3/31/2021	Budget v Actual 3/31/2021	Annual Budget FY 2020-21	YTD % Annual Budget
<b><u>Operating Expense</u></b>						
Salaries & Wages		62,102	47,571	(14,531)	63,428	97.9%
Employee Benefits		19,448	35,678	16,230	47,571	40.9%
Indirect Labor		0	29,817	29,817	39,756	0.0%
<b>Total Salaries, Wages &amp; Benefits</b>	<b>0</b>	<b>81,550</b>	<b>113,066</b>	<b>31,517</b>	<b>150,755</b>	<b>54.1%</b>
<b><u>Other Operating Expense</u></b>						
Gasoline, Oil And Fuel		0	0	0	0	
Insurance		10,998	6,939	(4,059)	9,252	118.9%
Memberships		0	0	0	0	
Office Expense		0	0	0	0	
Operating Supplies		734	9,450	8,716	12,600	5.8%
Contractual Services		0	0	0	0	
Professional Services		695	7,500	6,805	10,000	7.0%
Printing And Publications		0	0	0	0	
Rents And Leases		0	0	0	0	
Repairs And Maintenance		0	9,000	9,000	12,000	0.0%
Research And Monitoring		2,760	22,584	19,824	30,112	9.2%
Training, Meetings & Travel		0	0	0	0	
Utilities		128,044	172,764	44,720	230,352	0.3%
Licenses & Permits		19,214	172,764	153,550	230,352	106.2%
Other Operating Expenses		601	7,500	6,899	10,000	0.0%
<b>Subtotal Operating Expenses</b>	<b>0</b>	<b>244,596</b>	<b>521,567</b>	<b>276,971</b>	<b>695,423</b>	<b>35%</b>
Operations & Maintenance - Anderson Pacific *		272,392	258,813	(13,579)	345,083	78.9%
Administrative Expense		11,692	11,695	3	15,593	1568.6%
Depreciation		521,101	0	(521,101)	0	
<b>Total Operating Expense</b>	<b>0</b>	<b>1,049,780</b>	<b>780,380</b>	<b>(269,400)</b>	<b>1,040,507</b>	<b>100.9%</b>
<b><u>Non-Operating Income &amp; Expense</u></b>						
<b>Other Non-Operating Income / Deposits</b>						
Sinking Fund		0	0	0	0	
Long Term Agreement Reserve	675,541	0	0	0	0	
Grant	5,259,800	0	0	0	0	
Interest Income		19,284	0	(19,284)	0	
Gain/Loss on Reserves		(18,703)	0	18,703	0	
<b>Total Non-Operating Income</b>	<b>5,935,341</b>	<b>581</b>	<b>0</b>	<b>(581)</b>	<b>0</b>	
<b>Other Non-Operating Expense</b>						
SRF Loan Payment	0	0	0	0	(675,541)	0.0%
Interest Expense (SRF Loan)	146,255	(218,983)	0	218,983	0	
<b>Total Non-Operating Expense</b>	<b>146,255</b>	<b>(218,983)</b>	<b>0</b>	<b>218,983</b>	<b>(675,541)</b>	<b>32.4%</b>
<b>Total Non-Operating Income &amp; Expense</b>	<b>5,789,086</b>	<b>(218,402)</b>	<b>0</b>	<b>218,402</b>	<b>(675,541)</b>	<b>32.3%</b>



**WEST BAY SANITARY DISTRICT  
Schedule of Cash and Investments  
Fiscal Year 2020-21  
March 31, 2021**



Description	Target	Principal Amount	Accrued Interest	Yield
Bank of the West, Commercial Account		1,971,870.97		0.16%
NAVIA Commuter Checking Account		2,163.50		0.00%
Petty Cash		1,000.00		
Bank of the West Money Market Account		969,036.75		0.23%
<b>Local Agency Investment Fund (LAIF)</b>		<b>35,800,298.66</b>	<b>39,720.16</b>	<b>0.63%</b>
<b>Cash &amp; Equivalent Accounts</b>		<b>38,744,369.88</b>	<b>39,720.16</b>	
<b>Bank of the West Reserves Accounts</b>				
Bank Of The West -Operating Reserve - Securities	\$9 million	7,915,729.47	49,880.31	2.05%
Bank Of The West -Operating Reserve - Cash		1,580,212.58		0.03%
Bank Of The West -Emergency Capital Reserve - Securities	\$5 million	3,403,494.98	17,091.61	1.85%
Bank Of The West -Emergency Capital Reserve - Cash		692,723.44		0.03%
Bank Of The West -Capital Project Reserve - Securities	\$6 million	2,869,203.75	15,459.68	2.14%
Bank Of The West -Capital Project Reserve - Cash		583,623.70		0.03%
Bank Of The West - Rate Stabilization Reserve - Securities	\$8 million	2,767,147.86	11,452.29	1.72%
Bank Of The West - Rate Stabilization Reserve - Cash		173,239.58		0.03%
Bank Of The West - Recycled Water Cash Flow Reserve - Securities		165,747.89	1,155.84	1.69%
Bank Of The West - Recycled Water Cash Flow Reserve - Cash		62,572.10		0.03%
<b>Bank of the West Reserve Accounts</b>		<b>20,213,695</b>	<b>95,040</b>	
Bank Of The West - Recycled Water SRF Reserve - Securities (Restricted)		278,439.02	1,196.88	0.55%
Bank Of The West - Recycled Water Cash SRF Reserve - Cash		1,259,015.66		0.03%
<b>Restricted - Bank of the West Reserve Account</b>		<b>1,537,455</b>	<b>1,197</b>	
<b>Total Cash and Investments</b>		<b>60,495,519.91</b>	<b>135,956.77</b>	
PARS Irrevocable Trust - OPEB		312,946.91		
PARS Irrevocable Trust - Retirement		227,819.04		
<b>Total PARS Irrevocable Trust (offset liabilities)</b>		<b>540,765.95</b>		

**Certification:**

The District Manager/Chief Fiscal Officer and Finance Manager of West Bay Sanitary District represents that the above investments are in accordance with the West Bay Sanitary District Statement of Investment Policy.

Investment Policy adopted by the District Board on October 14, 1996, revised annually, last approved October 10, 2018.

*[Signature]*  
District Manager/CFO  
Date: 5/5/2021

*[Signature]*  
Finance Manager  
Date: 5/5/21



## WEST BAY SANITARY DISTRICT AGENDA ITEM 10

**To:** *Board of Directors*

**From:** *Debra Fisher, Finance Manager*

**Subject:** *Consideration to Approve Payoff of District's Unfunded Accrued Liability with California Public Employees Retirement System*

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**Background:**

Employer contributions are split in two separate accounts receivable types: normal cost and unfunded accrued liability (UAL). The normal cost portion is billed as a percentage of payroll. The UAL is billed as a set dollar amount that is determined by annual CalPERS actuarial valuation report. UAL is the amortized dollar amount needed to fund past service credit earned (or accrued) for members who are currently receiving benefits, active members, and for members entitled to deferred benefits, as of the valuation date.

In September 2018, the District contributed \$1 million to a Pension Trust account with the Public Agency Retirement Services (PARS), to reserve for the UAL. As of June 30, 2018, the District had UAL of \$5,644,471, in both the Miscellaneous Plan (Classic) and Public Employees' Pension Reform Act (PEPRA) Miscellaneous Plan. After CalPERS UAL payments of \$260,453 in 2018/19, the District UAL balance increased to \$5,941,660, as of June 30, 2019. After CalPERS UAL payments of \$330,470 in 2019/20, the District UAL balance increased to \$6,021,228, as of June 30, 2020. By making the minimum payments, the District's unfunded liability continues to increase.

In April 2020, the District contributed an additional \$635 thousand to the PARS Pension Trust account. By June 30, 2020, the Pension Trust account had a balance of 1,762,989, with earnings of \$127,989 since inception.

At the May 13, 2020 Budget Workshop, District staff presented budget options to accelerating the payoff of the District's UAL with CalPERS, by transferring \$1.6 million from the PARS Pension Trust account and \$1 million additional from the 2020-21 budget, along with the required minimum payments to CalPERS and \$1 million for the next four years, to pay down the UAL balance. At that time, the accelerated plan was estimated to save the District \$4,340,542. On June 10, 2020, the District Board

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approved the five year payoff plan, included in the 2020-21 budget.

After total payments of \$1,982,655 in 2020-21, the current UAL balance decreased to \$3,263,486.

During the May 5, 2021 Budget Workshop, District staff presented three budget options to continue accelerating the payoff of the District's UAL with CalPERS.

### **Fiscal Impact**

Based on revised estimates by the CalPERS actuary, the District would have the following expenditures under each of the following accelerated plan options.

#### Option 1:

- Make only the required minimum UAL payments and an additional \$1 million each year.
- The payment for 2021-22 would be \$1,285,000 for the Classic Miscellaneous Plan and \$7,066 for the PEPRA Miscellaneous Plan.
- Total payments under the current schedule is \$5,139,510.
- This option would take between four and five years to payoff.

#### Option 2:

- Pay off balance in 2021-22.
- The regularly scheduled payment of \$292,110 would need to be paid, in addition to the \$3,263,486 balance.
- The total payment would be \$3,555,596.
- Saving \$1,578,559 over the current accelerated schedule.

#### Option 3:

- Pay off the balance of \$3,263,486 before June 30, 2021.
- No payment would be required in 2021-22, saving an additional \$292,110.
- Savings would be \$1,870,669 over the current accelerated schedule.
- This would result in total District saving of \$6.2 million in 2020-21.

### **Recommendation**

The Finance Manager recommends the Board approve paying off the balance of the unfunded accrued liability (UAL) with CalPERS in June 2021



## WEST BAY SANITARY DISTRICT AGENDA ITEM 11

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *District Manager's Report*

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**1) Administrative:**

- a. Staff held a Budget workshop with the Board of Directors on May 5, 2021 where the Board provided input and direction. The proposed budget will be presented to the Board on June 9, 2021 Regular Board Meeting.
- b. Personnel Policy has been updated with the assistance of the Personnel Committee. The policy is now being reviewed by District's Counsel and should be ready for the Board Meeting on May 12, 2021.
- c. District Manager is working with the Office Manager to reorganize the Administrative Staff to provide admin support to all department heads. Administrative staff returned to work in the office full time on May 3, 2021

**2) Finance:**

- a. The Finance Advisory Committee will be scheduled to review the Investment Policy once District Counsel has reviewed the revised draft policy.
- b. The Finance Manager is preparing a plan to pay down the District's CalPERS Unfunded Accrued Liability.

**3) CIP & IT Projects:**

**a. Levee Improvement Project:**

- i. The Environmental Impact Review for the Levee Improvement and Bayfront Recycled Water Treatment Facility Project at the Flow Equalization and Resource Recovery Facility (FERRF) will come to the Board for certification and approval.
- ii. Staff is working on presenting a paper on the Bayfront Ecotone Levee project at the Society for Ecological Restoration conference (SER). The conference is scheduled virtually and will take place in June 2021.

**b. Construction Capital Improvement Program (CIP)**

- i. Aztec Consultants has mobilized in preparation to build the Metal Storage Building at the Flow Equalization Resource Recovery Facility.
- ii. Precision Pipeline continues to work on this year's CIP project and could begin to work on Ringwood Ave. in Menlo Park soon.
- iii. Freyer & Laureta is working on the Bay Front Improvement projects including the Influent Pump Station.

**4) Operations and Maintenance:**

---

### Report to the District Board for the Regular Meeting of May 12, 2021

Additional information or topics may be introduced by the DM verbally during the Board meeting.

- a. **Collection System:**
    - i. Crews have been working on Basin to Basin work in the District and in Los Altos Hills.
  - b. **Training:**
    - i. Twenty two of the twenty four maintenance staff are now certified in CWEA Collection System Maintenance.
- 5) **Water Quality:**
- a. **Sharon Heights Golf and Country Club (SHGCC):**
    - i. The recycled water plant has been operating well. Staff is regularly working with SHGCC staff to better predict their water requirements.
  - b. **Bayfront Recycled Water Facility (BRWF):**
    - i. After approving the EIR, the next step will be to enter into developer agreements with developers in the Bayfront Area.
  - c. **West Bay:**
    - i. Staff is evaluating other agencies Operator In Training programs.
- 6) **Fleet and Facilities:**
- a. **Vehicle Maintenance:**
    - i. Staff is reviewing the option to lease certain hybrid vehicles and evaluating a long term plan to transition to more fuel efficient vehicles where it makes sense.
- 7) **Personnel:**
- i. The District's new Modification (Ex-Mod) factor is .76 well below the industry standard. The Ex-Mod factor is the factor by which a standard workers compensation premium is multiplied to reflect an insured actual loss experience.
- 8) **Upcoming Events:**
- a. **Regular Board Meeting:** May 12, 2021
  - b. **Next Regular Board meetings:** May 26, 2021
- 9) **Misc./Action Items from Previous Meeting:**
- a. **West Bay SSOs:** Zero SSOs for April 2021.
  - b. **LAH Contract:** LAH had one SSO in April.
  - c. **Town of Woodside Contract:** Staff should receive the amended agreement soon.
  - d. **Revenue:** Late notices have been send to rate payers who are over 90 days late in paying the Sewer Service Charge for FY20/21. These rate payers are billed manually. To-date the District is owed approximately \$31,682.52.

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## Report to the District Board for the Regular Meeting of May 12, 2021

Additional information or topics may be introduced by the DM verbally during the Board meeting.



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 12**

**To: Board of Directors**

**From: Annette Bergeron, Personnel & Accounting Specialist**

**Subject: Consideration to Approve the Resolution Updating Personnel Policies**

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Background

The Personnel Policies were last amended September 11, 2019, to reflect the Labor Negotiations with the Local 350.

Recently, the District reached out to CPS HR Consultants to review the Personnel Policies and make sure it is compliant with current laws. In the process of updating the Policies, West Bay has met with the Personnel Committee twice to review and gain input. In addition, staff also met with District Counsel to review and confirm that the Policies are compliant.

Analysis

Attached is a strikeout version of the Personnel Policies that recommend the required revisions to make the Personnel Policies compliant.

Fiscal Impact

None

Recommendation

The District Manager recommends the District Board approve the proposed revisions to the Personnel Policies and direct the District Manager to incorporate those changes as shown in the clean Draft of the Personnel Policies presented and approve the resolution establishing the Personnel Policies.

Attached: Strike out version of the Proposed Personnel Policies May 12, 2021

Clean Draft of the Personnel Policies 2021

Resolution Establishing Personnel Policies

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**RESOLUTION NO. \_\_\_\_\_ (2021)**

**RESOLUTION UPDATING PERSONNEL POLICIES**

**WHEREAS**, the Board of Directors approved the District's Personnel Policies by Resolution 1429 (2001) adopted on March 26, 2001, and further amended the District's Personnel Policies by; Resolution 1528 (2003), by Resolution 1576 (2005), by Resolution 1577 (2005), by Resolution 1611 (2007), and by Resolution 1625 (2007); and established the Personnel Policies on August 17, 2011 by Resolution 1775 (2011); and established the Personnel Policies on September 26, 2012 by Resolution 1822 (2012); and established the Personnel Policies on June 28, 2017 by Resolution 2035 (2017); and established by Resolution 2053 (2017) on September 13, 2017; and established by Resolution 2087 (2018) on February 14, 2018; established by Resolution 2178 (2019) on September 11, 2019; and

**WHEREAS**, the Board of Directors has determined that the Personnel Policies should be further amended to include updates and revisions; and

**WHEREAS**, draft of the proposed updated Personnel Policies has been distributed to Local 350 and the District's unrepresented employees at least 10 days before the date of formal adoption of this Resolution, and comments and certain further proposed revisions have been received.

**NOW THEREFORE** be it resolved, that the Personnel Policies dated May 12, 2021 incorporated herein by reference are hereby adopted as the personnel policies of the West Bay Sanitary District. The District Manager is hereby authorized and directed to distribute a copy thereof to all District employees.

**BE IT FURTHER RESOLVED** that Resolutions 1429 (2001), 1528 (2003), 1576 (2005), 1577 (2005), 1611 (2007), 1625 (2007), 1775 (2011), 1882 (2012), 2035 (2017), 2053 (2017), 2087 (2018), 2178 (2019), and are hereby rescinded.

\*\*\*\*\*

**Passed and adopted** by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 12<sup>th</sup> day of May 2021, by the following vote:

Ayes:  
Noes:  
Abstain:  
Absent:

\_\_\_\_\_  
President of the District Board of the West Bay  
Sanitary District of San Mateo County, State of  
California

Attest:

\_\_\_\_\_  
Secretary of the District Board of the West  
Bay Sanitary District of San Mateo County,  
State of California



***PERSONNEL POLICIES***

***RESOLUTION 21~~xx78~~ (20~~2119~~)***

Adopted by the District Board, ~~May 12, 2021~~September 11, 2019

Style Definition: Heading 2

Style Definition: TOC 5



**West Bay Sanitary District  
Personnel Policies**

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Definitions:

Human Recourses: Personnel and Accounting Specialist

Manager: Department Head

Supervisor: Immediate Supervisor/Manager

District Manager: District Manager

Union Represented Employees: Employees Represented by Local 350 Union

Non-Represented Employees: Employees Not Represented by Local 350 Union

Exempt Employees: Management Employees

Safety ~~Director~~ ~~Officer~~ Coordinator: Water Quality Manager or Operations

Superintendent

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## **SECTION A: GENERAL POLICIES**

### **A.1: Equal Employment Opportunity and Prohibition of Harassment and Discrimination Policy**

#### **A.1 (A): Purpose**

The purpose of this policy is to confirm that the West Bay Sanitary District (the "District") is an equal opportunity employer and is committed to maintaining a work environment free from unlawful discrimination, harassment, retaliation, and disrespectful or other unprofessional conduct for all its current and prospective employees, as well as, persons providing services pursuant to a contract. "Persons providing services pursuant to a contract" means a person who meets the following criteria: (1) the person has the right to control performance of the contract for services and discretion as to the manner of performance; (2) the person is customarily engaged in an independently established business; and (3) the person has control over the time and place the work is performed, supplies the tools and instruments used in the work, and performs work that requires a particular skill not ordinarily used in the course of the employer's work.

This Policy:

- Confirms the District's commitment to Equal Employment Opportunity;
- Confirms the District's commitment to prohibit and prevent unlawful discrimination, and harassment, retaliation, and disrespectful or other unprofessional conduct in the workplace employment; and
- Provides a complaint and investigation procedure to resolve complaints of alleged discrimination or harassment in violation of the law or this Policy.

#### **A.1 (B): Equal Employment Opportunity**

It is the policy of the West Bay Sanitary District-District to provide all current and prospective employees, as well as, persons providing services pursuant to a contract, with equal opportunity in employment without discrimination on the basis of: sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, race (including traits historically associated with race, including but not limited to, hair texture and protective hairstyles), religion (including religious dress and grooming practices), color, gender (including gender identity, gender expression, and transgender), national origin (including language use ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by law. This non-discrimination policy pertains to all aspects of employment with the District or the application for employment with the District, including, but not limited to, recruitment, selection, placement, assignment, training, transfer, promotion, evaluation, discipline, termination, compensation, and benefits. This policy also applies at all District locations, work sites, District-sponsored social or other events, as well as, activities at which the employee represents the District.

### **A.1 (C): Harassment Prevention**

The District's policy prohibiting harassment applies to all persons involved in the operation of the District. The District prohibits harassment, disrespectful or unprofessional conduct by any employee of the District, including agency officials, supervisors, managers, and ~~co-workers~~ other District staff. The District's harassment prevention policy also applies to vendors, suppliers, customers, independent contractors, ~~unpaid~~ interns (paid or unpaid), volunteers, persons providing services pursuant to a contract, and other persons with whom one may come into contact while working.

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

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

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

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

In addition to discriminatory harassment based on a Protected Basis, the District prohibits acts of abusive conduct and bullying. A safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees.

### **Abusive Conduct**

Under the California Fair Employment and Housing Act (California Government Code 12950.1(h)(2), abusive conduct is defined as "conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile,

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offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious."

### **Bullying**

Bullying is repeated, health harming mistreatment of another employee. Examples of prohibited bullying include but are not limited to screaming; swearing; name calling; stealing; giving dangerous work assignments against established safety guidelines; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit.

Generally, bullying involves:

- Written, verbal, graphic, or physical acts (including electronically transmitted content, such as using the Internet, a cell phone, a personal digital assistant (PDA), or a wireless handheld device);
- Behavior that substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work;
- Behavior that adversely affects an employee's ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage harassment, abusive conduct, and bullying, the District also prohibits both active and passive support for these acts. Employees should either walk away from these acts when witnessed or attempt to stop them. In either case, employees should report incidents to a manager or supervisor, or to Human Resources. Those who engage in harassment, abusive conduct, bullying, or retaliation for complaints about harassment will be subject to appropriate discipline up to and including termination of employment.

### **A. (D): Complaint Procedure**

Complaints or reports of harassment or discrimination should be directed to the employee's immediate supervisor, any supervisor or manager within or outside of the employee's department, Human Resources, or the District Manager, or the President of the District Board as soon as possible after the incident-giving rise to the complaint. If the complaint involves the employee's District Manager, the complaint may be directed to the President of the District Board. Complaints may be presented orally or in writing. It is recommended that complaints be submitted in writing and be signed by the complainant, as anonymous written complaints may prevent the District from a full and thorough investigation. Complainants should be prepared to provide all known details of the incident or incidents, names of individuals involved, and names of any witnesses. ~~In accordance with MOU...~~ When appropriate, Grievance Procedures will be followed according to the applicable Memorandum of Understanding (MOU) with the union represented group.

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

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

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When the District receives allegations of misconduct, it will promptly investigate the facts and circumstances of the complaint. The District may, as appropriate, immediately assign a qualified and impartial investigator to undertake a fair, timely, thorough, and objective investigation of the allegations in accordance with all legal requirements. The District will reach reasonable conclusions based on the evidence collected.

The District will maintain confidentiality to the extent possible; however, the District cannot guarantee complete confidentiality. The District's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know. All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation. Employees represented by a bargaining unit shall have the right to request that their union representative be present during an investigation, in accordance with the Memorandum of Understanding and/or other applicable rules.

Complaints will be:

- Responded to in a timely manner;
- Kept confidential to the extent possible;
- Investigated impartially by qualified personnel in a timely manner; the right to have a representative present during the investigative interview will be provided to the accused employee(s), as disciplinary action could result from the investigation;
- Documented in a report and tracked for reasonable progress;
- Given appropriate options for remedial action and resolution; and
- Closed in a timely manner and have findings/conclusions timely communicated to the Parties involved.

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At the conclusion of the investigation, the investigator shall report his/her findings in writing to Human Resources and the District Manager, the President of the District Board, or their designees. The District Manager, the members of the District Board, or their designees will make the final determination regarding the complaint (unless the complaint involves the District Manager), and what corrective action, including discipline, if any, is appropriate. The complainant and alleged perpetrator and/or harasser will be notified of the District Manager's, or the President of the District Board's or their designees' determination, and depending on the circumstances and interests involved, the results of the investigation.

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

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

Applicants or employees may also file a complaint with a government agency such as the following:

<u>Dept of Fair Employment &amp; Housing</u>	<u>EEO Commission</u>
<u>39141 Civic Center Dr. Suite 250</u>	<u>450 Golden Gate Ave, 5 West</u>
<u>Fremont, California 94538</u>	<u>PO Box 36025</u>
<u><a href="http://www.dfeh.ca.gov">www.dfeh.ca.gov</a></u>	<u>San Francisco, California 94102-3661</u>
<u>1-800-884-1684</u>	<u>1-800-669-4000</u>
<u>Email: <a href="mailto:contact.center@dfeh.ca.gov">contact.center@dfeh.ca.gov</a></u>	<u>web: <a href="https://publicportal.eeoc.gov">https://publicportal.eeoc.gov</a></u>

#### **A.1 (E): Appeal of Determination**

Any employee who files a complaint of discrimination, or harassment, retaliation, and disrespectful or other unprofessional conduct, or is charged with acting in violation of these policies may appeal the determination ~~to the District Manager or the President of the District Board~~ to the District Board. Such appeal shall be conducted in accordance with Section C – Standards of Conduct, subsection C.5 (C) Hearing Procedure - Appeal of Determination Related to Discrimination/Harassment.

#### **A.1 (F): Independent Contractors**

Contracts with the District, which contain an equal opportunity employment/non-discrimination clause, shall also include language requiring those contractors to be responsible for ensuring that effective policies and procedures concerning the prevention of harassment exist in their companies.

#### **A.1: Equal Opportunity Employment and Prohibition of Harassment Policy**

##### **A.1 (A): Purpose**

The purpose of this policy is to confirm that the West Bay Sanitary District (the “District”) is an equal opportunity employer, and is committed to maintaining a work environment free from unlawful discrimination and/or harassment for all its current and prospective employees, as well as, persons providing services pursuant to a contract. “Persons providing services pursuant to a contract” means a person who meets the following

~~criteria: (1) the person has the right to control performance of the contract for services and discretion as to the manner of performance; (2) the person is customarily engaged in an independently established business; and (3) the person has control over the time and place the work is performed, supplies the tools and instruments used in the work, and performs work that requires a particular skill not ordinarily used in the course of the employer's work.~~

~~—This Policy:~~

- ~~• Defines discrimination and harassment under this policy;~~
- ~~• Confirms the District's commitment to prohibit and prevent unlawful discrimination and harassment in employment; and~~
- ~~• Provides a complaint and investigation procedure to resolve complaints of alleged discrimination or harassment in violation of law or this Policy.~~

#### **A.1 (B): Policy**

~~It is the policy of the West Bay Sanitary District to provide all current and prospective employees, as well as, persons providing services pursuant to a contract, with equal opportunity in employment without discrimination on the basis of: age (40 and older), genetic information, marital status, medical condition, mental or physical disability, national origin and ancestry including language use, pregnancy, race and color, religion, sex or gender identity or gender expression, sexual orientation and veteran status, (except when: the distinguishing personal factor or characteristic is a bonafide occupational qualification,) or any other basis protected by law. This non-discrimination policy pertains to all aspects of employment with the District or the application for employment with the District, including, but not limited to, recruitment, selection, placement, assignment, training, transfer, promotion, evaluation, discipline, termination, compensation, and benefits. This policy also applies at all District locations, work sites, District-sponsored social or other events, as well as, activities at which the employee represents the District.~~

~~The District's non-discrimination/non-harassment policy prohibits any form of unlawful conduct and the District shall take aggressive steps to prevent discrimination from occurring in the workplace. When such harassment or discrimination is reported, investigated and confirmed in the workplace, the District will take aggressive, prompt and fair measures to eradicate the misconduct. To this end, the District upon confirming the existence of discrimination or harassment prohibited by this Policy, shall take disciplinary action against those responsible for the discrimination or harassment up to and including termination.~~

~~In order to implement a non-discriminatory/non-harassment policy of the type hereby promulgated, it is essential that all persons who witness or experience discrimination or harassment of the type prohibited by this Policy report the discrimination or harassment in order to facilitate early, effective and impartial investigation and intervention by the District. Accordingly, any retaliation against a person filing a discrimination/harassment complaint, reporting discrimination/harassment which he or she has witnessed, or assisting in a discrimination/harassment investigation, is strictly prohibited. Employees~~

~~found to have participated in retaliatory action in contravention of this Policy shall be subject to disciplinary action up to and including termination.~~

#### **A.1 (C): Definitions**

##### **I. ~~Discrimination~~**

~~“Discrimination” as used in this Policy is defined to include, but is not limited to:~~

- ~~1. Basing an employment decision as to a job applicant or employee (e.g., decision to hire, promote, transfer, terminate, etc.) on one’s protected status is defined to include:
  - a. Age
  - b. Genetic information
  - Marital status
  - c. Medical condition
  - c. Mental or physical disability
  - e. National origin and ancestry, including language use
  - e. Pregnancy
  - e. Race and color
  - e. Religion
  - e. Sex (or gender identity or gender expression)
  - e. Sexual orientation
  - e. Veteran status~~
- ~~2. Treating an applicant or employee differently with regard to any aspect of employment because of his or her protected status;~~
- ~~2. Engaging in harassment, as more specifically defined below;~~
- ~~2. Taking adverse employment action (i.e. demotion, transfer, discipline, termination) against an employee based on the employee opposing discrimination in the workplace, assisting, supporting, or associating with a member of a protected group who complains about discrimination, or assisting in an investigation of discrimination.~~

##### **I. ~~Harassment~~**

~~“Harassment” as used in this Policy is defined to include, but is not limited to:~~

- ~~1. Speech, such as epithets, derogatory comments or slurs, and lewd propositioning on the basis of NEW: age (40 and older), genetic information, marital status, medical condition, mental or physical disability, national origin and ancestry including language use, pregnancy, race and color, religion, sex or gender identity or gender expression, sexual orientation and veteran status. Prohibited speech may include inappropriate sex-oriented comments on appearance, including dress or physical features, or race-oriented stories and jokes.~~

1. ~~Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement when directed at an individual on the protected bases listed in the Policy. Prohibited physical acts include, pinching, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts.~~
2. ~~Visual images or graphical content such as derogatory posters, cartoons, or drawings related to the protected categories listed in the Policy (e.g., race, sex, religion, etc.)~~
2. ~~Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.~~

**A.1 (D): Independent Contractors**

~~Contracts with the District, which contain an equal opportunity employment/non-discrimination clause, shall also include language requiring these contractors to be responsible for insuring that effective policies and procedures concerning the prevention of harassment exist in their companies.~~

**A.1 (E): Appeal of Determination**

~~Any employee who files a complaint of discrimination or harassment, or is charged with acting in violation of these policies may appeal the determination of the District Manager or the President of the District Board to the District Board. Such appeal shall be conducted in accordance with Section C.5 (C) Appeal of Determination.~~

**A.2: Discrimination/Harassment Complaint Procedure**

~~Complaints or reports of harassment or discrimination should be directed to the employee's immediate supervisor, any supervisor or manager within or outside of the employee's department, the District Manager or the President of the District Board as soon as possible after the incident giving rise to the complaint. Complaints may be presented orally or in writing. The District requests that written complaints be signed by the complainant as anonymous written complaints may prevent the District from a full and thorough investigation. The District will assign a qualified and impartial investigator to investigate the complaint, interview involved parties and compile a written report for the District to use in deciding needed actions.~~

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At the conclusion of the investigation, the investigator shall report his/her findings in writing to the District Manager, the President of the District Board or their designees. The District Manager, the members of the District Board or their designees will make the final determination regarding the complaint, and what corrective action, including discipline, if any, is appropriate. The complainant and alleged perpetrator and/or harasser will be notified of the District Manager's, or the President of the District Board or their designees' determination, and depending on the circumstances and interests involved, the results of the investigation.

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### **A.23: Injury Prevention Program**

It is the District's goal to have a safe and healthful workplace. To that purpose we have implemented the Injury & Illness Prevention Program (IIPP) that is outlined in a separate document. A copy of the District's Injury & Illness Prevention Program is kept by the District's Safety ~~Director/Officer/Coordinator~~ and is available for inspection and/or copying by the District's employees during normal business hours.

The District will do everything within its control to assure a safe environment, and will comply with federal, state and local safety regulations. Employees are expected to obey safety rules, follow established safe work practices, and to exercise caution in all their work activities. Employees under the influence of any medication, prescribed or otherwise, which may affect their ability to work safely, shall not report for work. Failure to comply with these safety rules will result in disciplinary action up to and including discharge.

All employees are expected to immediately report any unsafe conditions to their immediate supervisor or the District Manager. Working together, we can succeed in having a safe and healthful workplace from which we all will benefit.

### **A.34: Personnel File**

The District will maintain an official personnel file for each employee. Employee's shall inform ~~the Administration Department~~ Human Resources of any changes in personal information, such as home address, home telephone number, number of dependents for tax withholding purposes, and person(s) to notify in case of an emergency.

### **A.45: Confidentiality of Personnel Records**

Except as provided in Section **A.65**, information contained in an employee's personnel file will be disclosed only to persons with a need to know and to outside third parties only pursuant to a proper legal request. Responses to credit or employment references will be limited to verification of name, position, title, dates of employment and salary range, unless the employee authorizes otherwise in writing. The home address and phone number of an employee will not be released except on the written authorization of the employee or due to reporting requirements of law enforcement or other regulatory agencies.

### **A.56: Reference Checks**

Reference checks regarding current or former employees must be directed to the Human Resources ~~District Manager~~. Unless the current or former employee signs an authorization and release regarding the disclosure of specific further information, the only information that will be disclosed is the employee's current or final job title, dates of employment, and current or final rate of pay.

#### **A.67: Access to Personnel File**

An employee, upon request to Human Resources ~~the District Manager~~ may, during normal business hours, inspect ~~the~~ their/his/her official personnel file. The District shall monitor the employee's inspection of their/his/her personnel file to ensure that nothing is removed, destroyed, or altered. Employee requests for photocopies of any personnel files materials to which the employee is entitled will be directed to Human Resources ~~the District Manager~~.

#### **A.87: Disposition of District Property**

The District Manager may place certain items of District property for sale as the Board finds the items are no longer necessary for District purposes and allow employees, or others, to submit bids thereon provided, however, that employees shall not be entitled to any preference or advantage in purchasing such items. Such property shall be posted for sale with a reasonable minimum bid, as determined ~~at~~ at the District's discretion. Payment in full shall be made at the time of sale.

#### **A.8: Disability and Reasonable Accommodation Policy**

The Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA) prohibit employment discrimination based on a person's disability, perceived disability or history of disability. The FEHA is a California state law enforced by the Department of Fair Employment and Housing (DFEH). The ADA is a federal law enforced by the Equal Employment Opportunity Commission (EEOC). In some cases, the FEHA is more protective than the ADA. As a California Employer, if there is a difference between the ADA and FEHA, the District must meet the more protective FEHA requirements.

The ADA and FEHA require employers to provide reasonable accommodation to individuals who have a known medical condition, physical disability or mental disability where accommodation is needed to (1) enable an individual to be considered for a job, (2) enable an individual to perform the essential functions of the job, or (3) enable an individual to enjoy equal benefits and privileges of employment. The FEHA also requires employers to engage in a timely, good faith interactive process with an employee or applicant who requests reasonable accommodation.

This Policy identifies the District's plan to meet the requirements of the ADA and FEHA, and any other related state or federal laws. This policy provides a framework to discuss disability-related concerns and provides for an interactive process to discuss accommodation.

This Policy applies to all employment practices such as: recruitment, firing, hiring, training, job assignments, promotions, pay, benefits, layoff, leave, and all other employment- related activities.

**A.8 (A): Individuals Covered by the ADA and FEHA**

A person covered is someone who:

1. Has an actual physical or mental disability or medical condition;
2. Has been perceived to have a disability;
3. Has had a record or history of a disability;
4. Is being regarded or treated as having or ~~having~~ had a disability.

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**A.8. (B): Definitions**

The following definitions are provided solely as a guide to assist in the interpretation and application of this Policy. Further detail is set forth in the American with Disabilities Act, the California Fair Employment and Housing Act, California Government Code section 12926, related federal and state laws and regulations, and cases interpreting those acts and regulations. The following definitions may be subject to change due to a change in applicable law.

**I. Mental Disability**

Mental disability includes, but is not limited to, the following:

Having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity.

"Mental disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

**II. Physical Disability**

Physical disability includes, but is not limited to, the following:

Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine, which limits a major life activity.

A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.

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"Physical disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

### **III. Medical Condition**

Medical condition means either of the following:

(1) Any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer; or

(2) Genetic characteristics. For purposes of this section, "genetic characteristics" means either of the following

(a) Any scientifically or medically identifiable gene or chromosome, or combination or alteration thereof, that is known to be a cause of a disease or disorder in a person or his or her offspring, or that is determined to be associated with a statistically increased risk of development of a disease or disorder, and that is presently not associated with any symptoms of any disease or disorder.

(b) Inherited characteristics that may derive from the individual or family member, that are known to be a cause of a disease or disorder in a person or his or her offspring, or that are determined to be associated with a statistically increased risk of development of a disease or disorder, and that are presently not associated with any symptoms of any disease or disorder.

### **IV. Limits A Major Life Activity**

"Limits" shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity. A mental, psychological or physiological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult. "Major life activities" shall be broadly construed and shall include physical, mental, and social activities and working.

### **V. Qualified Individual with a Disability**

A person who (1) satisfies the job-related requirements for the position; and (2) is able to perform the essential functions of the position with or without reasonable accommodation.

### **VI. Essential Functions**

Essential functions are the job duties that are fundamental to the position. Factors to consider in determining if a job function is essential include:

- Whether the reason the position exists is to perform that function

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- The number of other employees available to perform the function or among whom the performance of the function can be distributed
- The degree of expertise or skill required to perform the function, and whether the function is specialized, and the individual is hired based on the ability to perform it.

Evidence of whether a particular function is essential includes, but is not limited to, the following:

1. The District's judgment as to which functions are essential.
2. Written job descriptions prepared before advertising or interviewing applicants for the job.
3. The amount of time spent on the job, performing the function.
4. The consequences of not requiring the incumbent to perform the function.
5. The terms of a collective bargaining agreement.
6. The work experiences of past incumbents in the job.
7. The current work experience of incumbents in similar jobs.

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**VII. Reasonable Accommodation**

The District is required to provide reasonable accommodation for the known disabilities of a qualified employee or applicant to (1) enable to individual to be considered for a job; (2) enable the individual to perform the essential functions of his or her job; or (3) enable the individual to enjoy equal benefits and privileges of employment. The District is not required to provide an accommodation that would be an undue hardship or that would present a direct threat to the employee/applicant or others.

A reasonable accommodation may include, but is not limited to, the following:

1. Changing job duties
2. Providing leave for medical care
3. Changing work schedules
4. Relocating the work area
5. Providing mechanical or electrical aids

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If a qualified individual with a disability or medical condition can perform the essential functions of a position, with or without accommodation, the District is required to provide a reasonable accommodation unless the accommodation would represent an undue hardship to the District's operation or would present a direct threat to the employee or to others.

## **VIII. Undue Hardship**

An accommodation poses an undue hardship when it requires significant difficulty or expense. Significant difficulty or expense is determined by evaluating several factors including, but not limited to the nature and cost of the accommodation; the overall financial resources of the District and impact on District operations; the overall size and financial resources of the District; and the nature of the District's operations.

## **IX. Direct Threat**

An individual who, because of a disability, poses a direct threat to the health or safety of the individual or other persons, even with a reasonable accommodation, is not a qualified individual with a disability.

A direct threat is a significant risk of substantial and imminent harm, which cannot be eliminated or reduced to an acceptable level by reasonable accommodations.

A threat that is remote or theoretical is not sufficient to conclude that a person is not a qualified a person with a disability.

The assessment of whether or not a person poses a direct threat must be made on a case-by-case basis considering the following factors: duration of the risk; nature and severity of the potential harm; the likelihood that the potential harm will occur; and the imminence of the potential harm.

### **A.8. (C): Notice of Disability**

The employee/applicant is responsible for notifying their sSupervisor, Manager, or /Human Resources that employee/applicant has a disability or medical condition which requires reasonable accommodation. Notice of a disability may come in the form of:

1. The employee/applicant's direct statement to theira sSupervisor, Manager, or /Human Resources that they are unable to perform a duty that is part of the job because of a disability;
2. The employee/applicant's direct request for an accommodation to the sSupervisor, Manager, or/ hHuman rResources or
3. The Ssupervisor's, Manager's, or #Human #Resource's receipt of information regarding an employee/applicant's disability or need for accommodation.

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### **A.8. (D): Requesting an Accommodation during Recruitment**

The District will include a statement on all applications and recruitment packages indicating the availability of reasonable accommodation in the application process with instructions to applicants on the method for requesting reasonable accommodation.

When a qualified disabled applicant requests an accommodation, Human Resources staff will confer with the applicant on the type of accommodation(s) theyhe/she needs.

When the applicant's disability is not obvious or known; or when additional medical clarification is needed; appropriate documentation of the disability, limitations, and the needed accommodation will be sought from the applicant. Given the time sensitivity of the recruitment process, Human Resources staff will move as quickly as possible to make a decision, and if appropriate, provide an accommodation.

#### **A.8. (E): Requesting an Accommodation during Employment**

Requests for reasonable accommodation do not have to be in writing and can be requested in a face-to-face conversation or using any other method of communication. A duty to provide a reasonable accommodation arises when the employer knows of the employee's disability. While the employer undoubtedly becomes aware of the disability when the employee directly informs the employer, the duty is also triggered if the employer learns of the disability from someone else or by observation. Once the employer knows of the disability, the employer must enter into the interactive process with the employee to determine an appropriate accommodation.

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The District may require documentation from an appropriate medical provider ~~will be required~~ which identifies:

1. The physical or mental limitations imposed by the disability or medical condition; and
2. For each limitation, the expected duration and whether it is permanent or temporary.

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If the need for accommodation is temporary, the District will consider whether temporary transitional duty is appropriate. If the need for accommodation is permanent, the parties will discuss permanent accommodation.

#### **A.8. (F): The Interactive Process**

When a request for accommodation is made, ~~Human Resources the Office & Communication Manager or /designee~~ and the individual requesting an accommodation will ~~must~~ engage in a good faith interactive process, as consistent with applicable laws, rules and/or MOU, to determine what, if any accommodation shall be provided. Subject to applicable rules and MOU, ~~e~~Employees will have a right to a representative of their choice involved during the interactive process. Employees/applicants and the District must communicate with each other about the request, the process for determining whether an accommodation will be provided, and the potential accommodations. The District encourages verbal dialogue with the individual requesting accommodation, as well as written communications. During the interactive process, the employee/applicant and the District may discuss a variety of possible accommodations. Two-way communication is essential to this process. Applicants, employees, managers, and

supervisors are encouraged to contact Human Resources at any time during this process to request assistance or advice.

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While each request for accommodation is unique and individual cases vary, steps to be taken in the Interactive Process may include, but are not limited to the following:

1. Obtain information from the individual and the individual's medical provider regarding the limitations caused by the disability or medical condition and the need for accommodation. If the report of the employee's/applicant's medical provider is inadequate, incomplete, or conflicts with other information obtained, the District may ask the employee/applicant to obtain further information from the medical provider or may refer the employee to a physician of the District's choice, at the District's expense.
2. In consultation with the employee/applicant, identify all possible accommodation(s) which would enable the applicant/employee to be considered for the position at issue, perform the essential functions of the position at issue, or otherwise enjoy equal benefits and privileges of employment.
3. In consultation with the employee/applicant, assess the reasonableness of each accommodation in terms of effectiveness and equal opportunity for the employee/applicant.
4. Implement the accommodation most appropriate for both the employee/applicant and the District. It should be understood that the District does not have to provide the accommodation preferred by the employee/applicant or their/his/her medical provider. The District has the ultimate discretion to choose amongst the accommodations, so long as the chosen accommodation is reasonable and effective. If one accommodation costs more or is more burdensome than the other, the District may choose the less expensive or less burdensome accommodation, or one that is easier to provide.

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### **Current Employees Only**

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If a qualified employee with a disability or medical condition cannot perform the essential functions of their current position, with or without accommodation, but may be qualified to perform the essential functions of a different position, the District will explore reassignment to a vacant position. Reassignment to another position is only made to vacant, funded positions. Efforts will be made to find a vacant position. If a suitable position does not exist within the employee's current department/section, Human Resources will conduct a District-wide job search and consider alternatives, transfer, and voluntary demotion. Promotions, creation of new positions, or displacement of other employees are not a required part of the reasonable accommodation process.

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**A.8. (G): Confidentiality**

Human Resources shall maintain all medical information obtained in the disability accommodation process in a locked file that is stored separate from the employee's personnel file in compliance with applicable law.

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The District ~~All parties will~~ maintain ~~make every reasonable effort to limit the review of~~ confidential medical information, as required by ~~the~~ Health Insurance Portability and Accountability Act of 1996 (HIPAA) ~~to a "need to know" basis.~~

**A.8. (H): Responsibilities**

**I. Applicant:** Must advise Human Resources if they wish to request an accommodation during the recruitment, testing, or selection process.

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**II. Employees:** An employee may initiate a request for reasonable accommodation orally or in writing to their supervisor or manager or Human Resources. The accommodation request must adequately communicate that an adjustment or change at work is needed because of a disability or medical condition, and whether the restriction is temporary or permanent, and must usually provide medical documentation to support the request.

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**III. Manager/Supervisors:** Managers and Supervisors are responsible for being familiar with and understanding this policy and for consulting with Human Resources on accommodation issues and the interactive process.

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**IV. ~~Office & Communication Manager~~ District Manager and Human Resources:** ~~is~~ Are responsible for the overall coordination of this policy.

**A.8. (I): Complaint Resolution**

If the employee/applicant is not satisfied with the outcome of the interactive process they have the option to make an informal complaint with the District Manager or file a formal complaint with the ~~District pursuant to the~~ District's Board of Directors.

If the employee/applicant believes they have been discriminated against because of a disability, they ~~may~~would file a complaint as identified under section A.1 (D) of the Equal Opportunity Employment and Prohibition of Harassment and Discrimination.

**A.9: Whistleblower Protection Policy**

**Purpose**

All ~~West Bay Sanitary~~ District employees operate under the requirements of numerous policies and State and Federal laws and regulations governing employee activities. The collective requirements of all of these laws, regulations, and policies create an environment of high standards for all District employees in the performance of their duties.

The purpose of this policy is to:

1. Establish an alternative process for reporting employee misconduct; and
2. Confirm the District's commitment to protecting whistleblowers from harassment or retaliation.

This policy is not intended to replace any of the existing procedures that are currently in place for reporting issues of employee misconduct or contractual grievances. All existing procedures for reporting employee misconduct and contractual grievances remain available in conjunction with the implementation of this policy.

### **Definitions**

- Employee—any regular, temporary, or contracted employee of the District.
- Employee Misconduct—any employee action which specifically violates any employee responsibility defined in District policies, ordinances, and contractual agreements, as well as any State and Federal laws or regulations.
- Whistleblower—any employee reporting an allegation of employee misconduct.

### **Policy**

Employees are encouraged to address allegations of employee misconduct at any the lowest level appropriate for the issue. This would typically include reporting the violation to the employee's sSupervisor, mManager, or the District Manager. Employees who are not comfortable reporting employee misconduct to available sSupervisors, mManagers, or the District Manager may elect to report the allegation of misconduct to the Board of Directors for appropriate referral and follow-up.

Reports may be done verbally or in writing. Reports may be anonymous, although follow-up and investigation may be limited in some situations when the reporting party is not identified.

An employee who reports an allegation of employee misconduct shall not be subject to protected from harassment or retaliation. Any employee who retaliates against another employee who has reported an allegation of misconduct will be subject to discipline up to and including termination of employment. Employees who knowingly file a false report of employee misconduct may also be subject to discipline up to and including termination of employment.

### **California Whistleblowers Protection Act**

The District complies with the California "Whistleblowers Protection Act" ~~applies to all employers in the State of California.~~ The specific provisions of the Act are contained in Sections 1102.5 through 1106 of the California Labor Code. The Act protects employees when reporting any violations of State or Federal laws or regulations and requires the California State Attorney General to maintain a Whistleblower Hotline (800-952-5225) for accepting reported violations. A notice describing the Whistleblower Hotline is posted in workplaces throughout the District in compliance with the Act.

## **SECTION B: EMPLOYMENT PRACTICES**

### **B.1: Status of Employees**

#### **B.1 (A) Initial Employment Period**

All regular full-time and part-time employees are on an initial employment period during the first year (12 months) in any position, or as otherwise specified in a Memorandum of Understanding (MOU) between the District and the affected bargaining unit. During the first six months of the initial employment period, employees will accrue paid vacation and sick leave benefits but are prohibited from using ~~this paid vacation paid~~ time until six months of the initial employment period is completed.

Note: Represented employees follow MOU guidelines concerning Probationary Periods.

#### **B.1 (B): Employment at Will**

All unrepresented employees of the District are, during the entire course of their employment, and both during and after any initial employment period, at-will employees. This means that either the employee or the District, through the District Manager, can terminate the employment relationship at will, at any time, with or without cause and with or without advance notice. This arrangement is called "employment at-will" and no employee or representative of the District, other than the District Board, has the authority to alter this policy, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. The President of the District Board or the District Manager can ~~de-se~~ only enter into a written employment agreement that is approved by the Board of Directors and signed by both the President of the District Board and the specific employee. However, at-will employment does not allow for any employment actions toward an employee that may be discriminatory or otherwise compromise basic employment rights under state and federal law.

#### **B.1 (C): Constructive Resignation**

Any employee who is absent from work for a period of five consecutive working days without approval of the District Manager shall be considered to have resigned ~~their~~ his/her employment with the District. The District will communicate its understanding of the employee's resignation in writing to the affected employee. The



District Manager may reinstate an employee if, in the District Manager's judgment, the employee provides a satisfactory explanation for the unauthorized absence.

#### **B.1 (D): Part-Time Appointments**

The workweek and workday of an employee holding a position under part-time appointment ("part-time employee") will be specified by the District Manager and will be any period of time less than 40 hours per workweek. Part-time employees do not accrue vacation, or receive paid holidays. Part-time employees will accrue sick leave per Healthy Workplaces/Healthy Families Act 2014 (see section D.13.B-1). Part-time employees will not be eligible for retirement programs unless qualified under PERs, health insurance, dental insurance, life insurance, and accidental death and dismemberment insurance, unless otherwise required by these plans.

#### **B.1 (E): Temporary Appointments**

Employees may be appointed on a temporary basis to perform work that will last a short period of time, not to exceed 6 consecutive months within one fiscal year. Temporary employees will not accrue vacation or receive paid holidays; nor will they receive any other benefits specified in this Policy Manual, except as may be required by law. Temporary employees will accrue sick leave per state law (see section D.13.B-1).

#### **B.1 (F): Funded Appointments**

Whenever funding is made available to the District by another public ~~entity or~~ agency for a particular program project, the District may use such funding to appoint employees. Funded appointments shall receive no benefits except as specified by the terms and conditions governing the particular program or project so funded, or state or federal law, and shall end upon expiration or the term of such particular program or project, or upon the termination of funding therefore, or upon termination of the employee pursuant to Section **B.1 (B)**, whichever occurs sooner.

#### **B.1 (G): Contract Appointments**

The District Manager may employ any person by written agreement for specialized duties such as Department Heads or external consultants. These contract employment agreements are subject to the terms and conditions of the particular contract agreement and Board approval. The written agreement will specify all terms and conditions of the employment relationship, and, unless expressly incorporated by reference, ~~these Personnel Policies will be inapplicable, with the exception of~~ the District's policies prohibiting discrimination and harassment as set forth in Section A.1 ~~(B-G) and A-2~~, which are applicable to all contract appointments, and are to be made an express term of the agreement consistent with Section A.1(F). District Counsel shall approve-review the agreement for contract employment and is subject to the approval of the Board ~~shall be approved by the Board.~~

#### **B.2: Classification of Positions**

Employees' exempt or non-exempt status is determined in compliance with federal law. Such laws describe the criteria for jobs to be classified as either non-exempt, requiring the payment of overtime, or exempt from overtime payment. The employee's eligibility or ineligibility for paid overtime is indicated in the job description/classification for the position the employee occupies under the designation of FLSA status "Exempt" or "Non-exempt." The job description is provided to the employee at initial District employment.

### **B.3: Recruitment, Selection and Promotion**

The District Manager will establish and implement recruitment, selection, and promotion procedures for the District. These procedures may vary depending on the position or positions to be filled and the needs of the District.

In additional support of policy section B.14 "Nepotism" No employee will in any way participate or attempt to influence decisions about any personnel matter, which may directly affect the selection, appointment, promotion, termination, or other employment decision regarding a "close relative." For the purpose of this policy, a "close relative" is defined as husband, wife, mother, father, son, daughter, sister, brother, nephew, niece, mother or father in-law, brother or sister in-law, grandchild, grand parent or step-relatives.

### **B.4: Additional Assignments, Transfers**

Employees may on occasion be required to perform duties, which are not listed in their position descriptions. In addition, employees may be assigned to perform work in an office or department of the District in which they do not normally work. [Compensation for temporary transfers will be provided as prescribed in the MOU, if applicable.](#)

### **B.5: Abolition of Positions and Reductions in Force**

~~At~~ its sole discretion, the District may decide to abolish one or more positions, [or](#) restructure ~~its workforce~~ or reduce its workforce. Factors, which the District may use in abolishing positions and/or selecting employees for layoff, include, but are not limited to, accomplishment of the District's objectives, budgetary constraints, operational requirements, employee work performance, and length of service.

### **B.6: Workweek**

The regular workweek for full-time employees will consist of 40 hours per week. Workweeks and workdays may be scheduled for the convenience and efficient operation of the District without regard to calendar days or calendar weeks.

### **B.7: Paydays**

All employees of the District generally are paid regular wages on a bi-weekly basis (every other Friday) for work performed during the ~~previous~~-bi-weekly period [ending](#)

[seven days prior to pay day \(previous Friday\)](#). If a regular pay day falls on a holiday, employees will be paid on the preceding workday.

### **B.8: Advancement of Wages**

Employees, whose approved vacation or holiday absence will incorporate the pay day Friday, may request their regular paycheck prior to the authorized absence. The District Board must specifically approve all other requests for advancement of wages.

### **B.9: Hours of Work**

The District [Office](#) is normally open for business Monday—Friday, between the hours of 8:00 a.m. and 4:00 p.m. Supervisors will assign individual work schedules for employees they supervise. Employees are generally required to work an 8-hour day. All employees are expected to be at their desk, work stations, or work locations, at the start of their scheduled shifts, ready to perform their work.

Non-exempt employees are [required to take](#) a mid-day meal period of at least 1/2 hour at a time as may be assigned by the supervisor. Employees are allowed 15-minute rest periods for every 4 hours of work or major portion thereof. Your supervisor [will](#) schedule your meal and rest periods.

#### **B.9.1. “9/80” Work Schedule Authorization**

A regular employee whose regular shift schedule consists of forty (40) hours of work, Monday through Friday between ~~6:45~~7AM and 7PM, inclusive, may, in lieu of such schedule, be authorized to work a schedule consisting of nine-days, eighty (80) hours per two week work cycle (“9/80 schedule”) if, in the District Manager’s judgment, such schedule would best serve the District’s interests.

#### **B.9.1(a). “9/80” Work Schedule Defined**

The 9/80 work schedule consists of fourteen day repeating work periods, each period consisting of nine (9) work days, eight of which consist of nine (9) hours of regularly scheduled work and one of which consists of eight (8) hours of regularly scheduled work. In the half of the fourteen (14) day work cycle in which the employee is scheduled to work the eight (8) hour day, the employee will also work four (4) nine (9) hour days. In the other half of the fourteen (14) day work period, the employee will work four (4) nine (9) hour days.

#### **B.9.1(b). Calculating Overtime/Designation of FLSA Work Week**

For purposes of determining overtime eligibility for an employee on the 9/80 schedule, the FLSA and contract overtime work week are designated to begin at the end of the regularly scheduled eight (8) hour day and end -of the -last (fourth) regularly scheduled nine (9) hour day, in the following week to ensure that the fourteen day work cycle contains eighty (80) regularly scheduled hours of work. For non-exempt employees on

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the 9/80 schedule, only authorized work performed in excess of the regularly scheduled work day or designated work week will be compensable at the overtime rate of one and one-half the employee's regular rate of pay.

#### **B.9.1(c). Holidays on 9/80 Work Schedule**

Eligible employees on a 9/80 schedule will continue to receive eight (8) hours of holiday pay (or credit in the case of floating holidays) as though they remained on a traditional five day, eight hour per day work schedule, and must use an hour of [floating holiday](#), vacation, or compensatory leave on [holidays on](#) -scheduled nine (9) hour days. [Example: if a holiday falls on what would otherwise be a nine (9) hour workday and the employee performs no work, the employee will be paid eight (8) hours of holiday pay. However, the employee will be required to use either one (1) hour of vacation, floating holiday, or compensatory leave to cover the ninth (9th) hour.]

#### **B.9.1(d). Other Leave Days Affected by 9/80 Day Off**

If the employee on a 9/80 work schedule uses authorized vacation leave, sick leave, or compensatory time off, the employee must use the number of hours which corresponds with the number of hours the employee is scheduled to work on that day, less any hours actually worked on that day. [Example: If the employee is absent due to the employee's illness for the entirety of a scheduled 9-hour work day, [they/he or she](#) will be charged nine (9) hours of sick leave (or other leave if sick leave is exhausted). If the employee is absent due to the employee's illness for the entirety of a scheduled eight (8) hour work day, the employee's sick leave account (or other leave account if sick leave is exhausted) will be charged eight (8) hours.]

#### **B.9.1(e). Vacation and Sick Leave Accrual**

The employee on a 9/80 schedule will continue to accrue vacation leave and sick leave as though the employee were on a five day, eight hour per day work schedule.

### **B.10: Reporting of Absences and Illnesses**

Employees must make every effort to notify their supervisor as early as possible prior to an anticipated absence or illness. Employees should telephone their [Supervisor](#), [Manager](#), or the District Manager, no later than the regularly scheduled start time for the employee's work shift of the day the employee needs to be absent, unless it is impossible to do so due to the emergency nature of the absence or illness. Employees must provide a reason and the probable duration of the absence.

### **B.11: Compensation Schedule: Adjustments in Compensation**

#### **B.11 (A): Compensation Schedule**

The rate of pay for each position with the District is established by resolution of the District Board. Such rate may consist of a range or rates of pay for each position, or a single rate of pay, as the District Board determines in its sole discretion.

**B.11 (B): Adjustments in Compensation**

The District may, in its sole discretion, grant salary increases to full-time and part-time unrepresented employees. Regular full-time and part-time unrepresented employees are not eligible for salary increases until after the satisfactory completion of their Initial employment periods. Adjustments in compensation for represented employees shall be made in accordance with the terms of the [MOU memorandum of understanding](#) between the District and the affected bargaining unit.

**B.11 (C): Performance Merit Pay program**

The District may grant an annual performance merit payment to any unrepresented employee or bargaining unit member, at its discretion. The District will determine, from time to time, the funds available, if any, for such merit payments and the criteria and performance levels required to qualify for such merit payments. The merit payments will be based on team performance and payments will be uniformly [calculated based on the Board approved criteria](#).

**B.12: Overtime; Compensatory Time Off; Administrative Leave**

**B.12 (A): Overtime**

[Non-exempt employees are paid at one and one-half times their regular rate for all hours worked in excess of their regular schedule or alternate 9/80 scheduled, as provided in the MOU, in any workday, and the first eight hours worked on the seventh consecutive day of work in a workweek.](#) All employees will be paid [at one and one-half times their regular rate](#) for hours in excess of 80 hours in a bi-weekly pay period.

**B.12.1 (A): 40 hour/week Schedule Overtime**

[Non-exempt employees working a regular scheduled eight \(8\) hour day, five days a week, are paid at one and one-half times their regular rate for any hours worked over eight \(8\) hours in one workday and any work in excess of 40 hours in any one work week.](#)

**B.12.2 (A): 9/80 Schedule Overtime**

[Non-exempt employees on the 9/80 schedule, are paid at one and one-half times their regular rate for any hours worked in excess of nine \(9\) hours, when this is their regularly scheduled day, in excess of eight \(8\) hours, for the one eight hour day, and the first eight hours worked on the seventh consecutive day of work in a work week. Overtime will be paid for the bi-weekly pay period, which is seven days in arrears of paydays. Overtime compensation is calculated at one and one-half times the employee's regular rate of pay.](#)

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B.12.3 (A): Double-time

Non-exempt employees are paid at double the regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked on the employee's second regularly scheduled day off when they worked on the first regularly scheduled day off.

It is the policy of the District to discourage overtime work. ~~In his/her sole discretion, the District Manager may require any employee to perform overtime work.~~ All overtime work will be subject to the prior approval of ~~an employee's the~~ Manager or District Manager, except when such work is required in an emergency to prevent loss of life, injury or damage to person or property, or to ensure the proper operation of the District's facilities. In the event of an emergency, employees must notify their Supervisor, Manager, or District Manager as soon as practicable to seek approval of overtime work.

**B.12 (B): Call-Backs**

Non-exempt employees called back to work will be entitled to overtime compensation for such call-back time (excluding time spent going to and from work) if the call-back time causes the employee more than 8 hours of work in any work day or 40 hours in any work week or 9 hours of work and 80 hours bi-weekly for employees in the alternate 9/80 schedule. Employees called back to work for emergency services will be entitled to be compensated for a minimum of two hours of work for the call-back regardless of the actual length of time the call-back services require.

Initial call-back time commences when the employee writes ~~their his or her~~ arrival time on ~~the his/her~~ call worksheet. If the employee receives any additional calls for emergency service during the first hour of a call-back, those calls will be considered part of the initial call-back, and no additional minimum compensated time shall be triggered. However, if the employee receives a second call for emergency service after the first hour of a call-back, that service call will be considered to be a new call-back and the minimum 2-hour compensated time will again be triggered. If another call, or calls, comes in within the first hour of the new call-back, that service call will be considered to be part of the second 2-hour minimum.

Service that can be deferred until the following day will be accomplished the following day during normal working hours and no overtime will be allowed. If the following day falls on a weekend or holiday, the deferred service will be considered to be a normal call-back and the 2-hour minimum will apply.

The minimum call-back compensation referenced in the above paragraphs of this subsection 7.3.A is three (3) hours for calls received after 10 PM and before 5 AM.

At the employee's option, ~~they/he/she~~ may receive compensatory time off as compensation for call-back time in accordance with subsection **B.12 (C)** below.

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### B.12 (C): Compensatory Time Off for Non-Exempt Employees

Instead of receiving overtime pay, non-exempt employees may, at their option, receive compensatory time off as compensation for overtime worked. Compensatory time off will accrue at the rate of one and one-half hours off for each hour of overtime worked, subject to the two-hour minimum for call-back time described in subsection **B.12 (B)** or [three hours in subsection B.12\(C\)](#).

The employee must agree in writing to receive compensatory time for which the compensatory time off is requested. No employee may accrue more than eighty (80) hours of compensatory time off at any point during employment. [Overtime will be paid if an employee has reached the eight \(80\) hour maximum.](#) An employee must obtain supervisory approval before using compensatory time off.

### B. 12 (D): Time Sheets

All employees are to record their hours worked and [approved request](#) time-off on ~~at the~~ [electronic](#) timesheet for each pay period [through the Attendance on Demand \(AoD\) portal](#).

Any time off absence request ~~must be sheets pertaining to the specific period of the month should be attached and noted on the timesheet by the employees submitted through AoD for approval, in advance and by the end of the pay period. The timesheet is to be signed approved by the employee and his or her supervisor and forwarded to the Accountant for processing.~~

In the event that an employee is absent from work due to illness or injury, ~~at the end of a pay period, a timesheet and the~~ absence request ~~form~~ shall be ~~turned into the Accountant~~ [submitted through the AoD portal](#) as soon as possible upon return to work. ~~In the instance of a planned vacation or leave of absence that will extend beyond the end of a pay period, a signed timesheet shall be submitted to the Accountant in advance.~~

[The electronic timesheet is to be approved by the employee and their Supervisor, Manager, or District Manager, by no later than the Monday following the end of the pay period.](#)

### B. 13 (E) : Administrative Leave ~~(look to add Admin Leave in comp area)~~

[The District Manager may grant, in the District Manager's sole discretion, up to 10 days of Administrative Leave per calendar year to Exempt Employees who do not earn are not eligible for overtime. The Administrative Leave is used to offset hours worked in addition to the employee's normal 40 hour work week.](#)

### B.13: Continuous Service with the District

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For initial, regular, and part-time employees in all classifications, length of continuous service with the District will be used as the basis for determining eligibility for benefits such as sick leave and vacation time.

Continuous service with the District will start with the date of initial employment and will continue until one of the following occurs:

- ~~a.~~1. An employee is discharged;
- ~~e.~~2. An employee voluntarily terminates his/her employment; or,
- 3. ~~e.~~ An employee is laid off.

Continuity of an employee's service will not be broken by absence for the following reasons, and ~~their~~~~his/her~~ length of service will accrue for the period of such absence:

- ~~1. i.~~ Absence by reason of industrial disability;
- ~~i.~~2. Authorized absence without pay for less than thirty (30) days in a calendar year;
- ~~ii.~~3. Absence governed by applicable state and/or federal laws;
- ~~iii.~~4. Pregnancy disability leave governed by 2Cal. Code Regs. § 7291.11(c).

#### B.14: Nepotism

The District has the sole discretion to decline to hire relatives of employees where actual or potential problems may arise regarding supervision, security, safety, ~~or~~ morale, or where potential conflicts of interest exist. "Relatives" include: spouse, registered domestic partner, mother, father, son, daughter, sister, brother, nephew, niece, mother or father in-law, brother or sister in-law, grandchild, grand parent or step-relatives.

If two employees marry or become related, and the actual or potential problems described above exist, only one of the employees will be permitted to stay with the District unless changes can be made to eliminate the problems. The decision as to which relative will remain with the District must be made by the two employees within 30 calendar days of notification by the District. [If the employees do not decide, the District can a) discharge both; b) ~~the District can~~ decide who to discharge; or c) the employee to be discharged can be determined by lot.

#### B.15: District Vehicle Use and Cost Reimbursement

##### B.15 (A): District Vehicle Use

This policy applies to employees who drive District vehicles, including to and from work.

A.1: During working hours, trips for personal purposes will be avoided. Occasionally, stopping at a store en route to a business destination, or going to a

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restaurant (within close proximity of your work location) for lunch is permitted. While going to or from work, occasionally stopping to buy de minimus items such as non-alcoholic beverage, medications, etc., is also permitted.

A.2: Other than the foregoing uses, District vehicles will not be used for any other personal purposes without prior written approval. This means that weekend or after-hours trips to the store (regardless of how close to home), trips back to the office to retrieve forgotten personal items, or any other non-business usage will not be permitted.

A.3: District vehicles will not be used to transport any non-district personnel unless in the course of business such as transporting consultants to a work site or tour of the facilities. Non-District personnel such as family, friends and other persons not in the course of District business shall not be transported in District vehicles for the convenience of those persons or the employee.

A.4: Employees taking District vehicles home for after hour response must be within 45 minutes of the District boundaries while on standby. Failure to respond to any calls within the 45 minutes may result in loss of the vehicle use privilege, expulsion from the standby program, and/or disciplinary measures.

[A.5: At their discretion, of the Board may authorize a ,Commuter benefits program. The program could include using a District Vehicle and Public Transportation options. Section B.15 \(A\): District Vehicle Use: A.1, A.2, and A.3 shall be followed at all times during the time the commuter benefit. s---](#)

#### **B.15 (B): District Vehicle Cost Reimbursement**

When an employee is authorized to use ~~their~~their/his/her personal vehicle in the performance of District work, ~~they~~they/he/she will be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

Use of personal vehicles will not be authorized for the performance of District work, if a suitable District vehicle is available and safely operational.

Every attempt will be made to coordinate work so that District vehicles are available and operational for the performance of said work.

[Prior to any vehicle use for District business, an employee must submit to the District - proof of a current California Driver's License.](#)

An employee must submit to the District proof of adequate insurance covering collision, personal injury, and property damage before any employee can use a personal vehicle in the performance of District work. In the event of a claim against an employee related to use of a personal vehicle to conduct District business, the employee's insurance shall be primary; the District's insurance shall be secondary.

#### **B.16: Performance Evaluations**

The District Manager, or ~~their~~<sup>he</sup>/~~her~~<sup>his</sup> designated representative, will conduct periodic- no less than annual written performance evaluations of employees.

Written performance evaluations will be on forms prescribed by the District Manager. Written performance evaluations will include, in addition to other information, recognition of effective performance and identification of areas needing improvement.

Each performance evaluation will be signed by the evaluator and will be discussed with the employee. Signed evaluations will be filed in an employee's personnel file.

## **SECTION C: Standards of Conduct**

### **C.1: Electronic Communication and Data Use**

#### **C.1 (A) Telephones**

Employees will refrain from making or receiving personal phone calls while on duty except in emergency conditions. Personal phone calls may be made or received during work breaks or during the employee's lunch period. Such calls should be kept to a minimum to avoid ~~tying up~~ interfering with the work of the District's phone lines. Personal long distance calls (outside the local area code) are not allowed on District's phone lines and should be made on the employee's personal phone.

#### **C.1 (B) Computers/Email/Internet**

The purpose of this policy is to establish standards for employees' use of District computers, software and communications equipment, including electronic mail and Internet access.

##### **1. Email Usage.**

- (a) District's local area network interconnects computers within adjacent offices and floors. The District network is also linked to computers throughout the world via internet. Email may be sent and received over the District network as well as outside computer networks. Email is an important method of distributing information among employees, business contacts and the public. Employees are responsible for checking their incoming email frequently, reading its contents and responding in a timely manner. All email messages received at or sent from District computers or through the District server system are the property of the District and are not private.
- (b) Email messages may constitute "public records" and accordingly, unless exempt under the provisions of the California Public Records Act, may be subject to disclosure in response to a public records request. Emails may also be subpoenaed as evidence in litigation. The District reserves the right

to access and disclose for any lawful purpose all messages sent over its computer network and email system. Messages transmitted over the District email system should be those involved in District business activities for the accomplishment of business related tasks or any communication directly related to District business, administration or practices. Incidental and occasional personal use of the email system is permitted during break, lunch periods or on personal time only; however, such messages should not interfere or conflict with assigned duties, are not considered private, and they are subject to the access and disclosure statements set forth in this policy.

- (c) Employees are responsible for the content of all text, audio or images that they place or send over the District computer network and email system. Messages with fraudulent, harassing, obscene, vulgar or sexually suggestive content are prohibited. Messages with derogatory or inflammatory remarks related to a person's membership in any protected class as defined in policy section A.1 (C), II, are prohibited. Abusive, profane or offensive language will not be used in messages. Users will not attempt to obscure the origin of any message.
2. Internet Usage. Access to the Internet may be provided for employees to research and to use available information resources in performing business related tasks. Incidental personal use of the Internet should be kept at a minimum, should only occur during break, lunch periods, or on personal time only and should not interfere or conflict with assigned duties. Because the District's electronic address must be used to gain access to the Internet, employees are assumed to be representatives of the District while they are using the Internet. Therefore, each employee who uses the Internet is responsible for protecting and enhancing the District's public image, and must use the Internet in a productive manner. As representatives of the District, employees are responsible for using the Internet in an effective, ethical, and lawful manner.
3. Unacceptable Use of the Internet. Employees shall not use District computers to access the Internet for personal entertainment or for the purpose of soliciting non-District business. Any unlawful or inappropriate use of the Internet is prohibited. While it is not possible to provide a complete list, the unlawful or inappropriate uses of the Internet include but are not limited to the following purposes:
- Harassment and discrimination
  - Offensive and defamatory conduct
  - Viewing or downloading sexual or sexually-suggestive material
  - Gambling
  - Infringement of trademark, copyrights or licensing stipulations
  - Unauthorized access to others' software or data (i.e. hacking)
  - Expression of personal opinions or views which may be construed as being those of the District
  - Solicitation of personal business
  - All of the limitations noted in the preceding section relating to the use of the District network and email system.

- Personal Financial Gain

4. Software. To prevent computer viruses from being transmitted through the computer systems, downloading or installation of any software (i.e. computer programs) shall be coordinated with and approved by the District in advance. All software introduced to individual employee workstation computers and/or those linked to the network must be installed and used in accordance with the copyright provisions of the software owner. Employees obtaining access to copyrighted software and material must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except where expressly allowed by the copyright law or with written permission from the copyright owner. Users must not knowingly disable auto patching services configured on District's computers.

5. Security. All messages created, sent, or retrieved over the Internet or District network and Email system are the property of the District and may ~~shall~~ be considered public records. Transmittal or exchange of personal and confidential information should not be conducted using District computers. Deletion of personal email or Internet files from work station computers ~~may~~ does not delete those files from backup files which are routinely stored. ~~See comment above re: archiving email records.~~ Communications including text and images may be reviewed by the District management and may be disclosed to law enforcement authorities, litigants or other third parties without prior consent of the sender or receiver. Employees should also understand that personal passwords are not an assurance of confidentiality.

- (a) Protection from data loss. Individuals with responsibility for district data and mission-critical operations must ensure that appropriate backups of software and data are maintained. Departmental administrators are responsible for assuring that staff members are trained to back up to the District network server.
- (b) Use of Central District Storage. WBSD provides resources to electronically store and maintain District data. Storage of personal information not related to District business must be limited to incidental and minimal use, and must not interfere in any way with the storage and maintenance of District data. Employees should consult with their manager to determine if they are using District storage resources appropriately.
- (c) Protection against degradation of operation. Users should avoid unnecessary printing, storage of unnecessary files, or unnecessary execution of programs that degrade system performance. Employee should consult with their administrator to determine appropriate definitions for unnecessary printing, storage, or program execution.
- (d) Unauthorized Browsing. Because confidential, critical, or important district data or information, intellectual property, or research information may be located in a user's account or computer (workstation, laptop, etc.), browsing,

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alteration or access of email messages or stored files in another user's account or on another user's computer or removable storage device (disks, USB drives, etc.) is prohibited, even when such files are not password protected, unless specifically authorized by the user. This prohibition does not affect authorized access by a network administrator, computer support technician, or departmental manager where such access is within the scope of that individual's job duties.

6. Responsibility of Account Owners. The owner of an account on multi-user systems, a computer assigned to multiple users, or an ID on a network, is responsible for all activity performed under the account or ID. Each person must use his/her own account (user ID) and not use, or alter an entry so as to appear to use, any other account (user ID). The password to an account must be kept confidential, must not be released to any other party or included in any documentation and must not be included in any unprotected communication software automatic login script. In the few instances where special circumstances or system requirements mandate that multiple users access the same account, extreme care must be used to protect the security of the account and its access password.
7. Violations. All employees who use District computers and information systems resources are responsible for complying with this policy. Violation of this policy may result in disciplinary action, up to and including termination of employment.

## C.2: Discipline

Employees may be subject to discipline, up to and including termination, for offenses including, but not limited to, the following:

- ~~a.~~1. Unsatisfactory work performance
- ~~b.~~2. Habitual/excessive absence or tardiness
- ~~c.~~3. Abuse of sick leave
- ~~d.~~4. Being purposely wasteful of material, property, or working time
- ~~e.~~5. Misconduct on the job or misconduct off the job which adversely affects the District
- ~~f.~~6. Insubordination, including refusal to perform reasonable work assignments
- ~~g.~~7. Failure to abide by rules, including safety rules, of the District
- ~~h.~~8. Failure to abide by these Personnel Policies
- ~~i.~~9. Falsification or forgery of employment application or other District records, books, or documents
- ~~j.~~10. Violation of the District's policies against discrimination and harassment, provided in sections **A.1** and **A.2**
- ~~k.~~11. Theft, fraud, or other dishonest conduct
- ~~l.~~12. Violation of the District's policy on time cards recording, provided in Section **B.12 (DE)**
- ~~m.~~13. Violation of the District's policy on alcohol and drug abuse, provided in Section **C.4**
- ~~n.~~14. Violation of the District's policy on smoking, provided in Section **C.3**

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- ~~o-15.~~ Violation of the District’s policy on solicitation or acceptance of gratuities, provided in Section **C.7**
- ~~p-16.~~ Violation of the District’s policy on outside employment, provided in Section **C.6**
- ~~q-17.~~ Failure to report immediately to a supervisor any accidents or injuries on the job
- ~~r-18.~~ Absence from work without permission from the employee’s supervisor
- ~~s-19.~~ Misusing, damaging, or destroying any property of the District or of any employee
- ~~t-20.~~ Removing any District property or property of other employees from the District’s premises without proper authorization
- ~~u-21.~~ Disclosing, or otherwise misusing, the District’s confidential information
- ~~v-22.~~ Accepting personal remuneration from customers, agencies, or member of the public for matters involving the District
- ~~w-23.~~ Driving without a license when one is required per employee job description
- ~~x-24.~~ Knowingly obtaining unauthorized salary increases, or unapproved salary or overtime payments
- ~~y-25.~~ Violation of State or Federal rules or regulations
- ~~z-26.~~ Violation of internal accounting controls, rules or regulations
- ~~aa-27.~~ Improper use of building keys and access codes, including:
  - ~~1-i.~~ Divulging access codes to anyone or loan or duplicate a key to District buildings.
  - ~~2-ii.~~ Allow anyone to use their individual computer password either by telling them the password or permitting use of the computer while logged on with that password.
  - ~~3-iii.~~ Establish password-protected programs, documents or files on District computers without the approval of the District Board.

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The above list is merely a guide to be used by employees to determine the types of conduct that are prohibited. It is not meant to be an exhaustive list, nor is it meant to affect or alter the existence of the District’s at-will employment policy. In other words, by listing the types of conduct that will result in discipline, including possible termination, it is not to be implied that the grounds for termination are limited to those grounds specified herein, and it is not to be implied that termination must be for “cause”.

**C.3: Smoking**

The District recognizes the health risks of smoking and, in particular, the hazards posed to employees by second-hand smoke. Smoking is prohibited inside or near entrances to District buildings, within District vehicles, and where prohibited by local [or state](#) ordinance.

**C.4: Alcohol and Drug Abuse**

Drug and alcohol use is highly detrimental to the work place and to the efficiency and productivity the District requires. The use of drugs or alcohol, or being under their influence, jeopardizes the welfare and safety of our employees and the public.

Employee compliance with the following provisions of the District’s workplace drug and alcohol policy is a condition of employment. In addition, employees in positions classified as “safety-sensitive” in accordance with Department of Transportation regulations shall be subject to the District’s Substance Abuse Policy.

a-1. \_\_\_\_\_ —The manufacture, possession, distribution, or purchase of an illegal drug or alcohol, or being under the influence of an illegal drug or alcohol, while on duty, by any employee while in a District facility, while performing District business, or while operating a vehicle owned or leased by the District, is strictly prohibited.

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b-2. \_\_\_\_\_ —Using or being under the influence of any legally obtained drug while performing District business or while in a District facility or vehicle is prohibited to the extent that such use or influence affects job safety or efficiency.

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e-3. \_\_\_\_\_ —“Under the influence” is defined as **any detectable amount of any illegal drug or controlled substance in an employee’s body system, or measurable illegal amount** of drugs or alcohol present in any employee, as determined by applicable law.

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e-4. \_\_\_\_\_ —Employees who are under the influence of any medication, prescribed or otherwise, which may affect their work performance, are required to advise their supervisor of the potential effects of the medication.

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e-5. \_\_\_\_\_ —Violation of this policy will result in disciplinary action, up to, and including —termination.—”

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#### C.4 (A): Alcohol and Drug Testing

In accordance with Department of Transportation Regulations, all employees in designated “safety-sensitive” positions are subject to drug and alcohol testing in accordance with the District’s Substance Abuse Policy.

#### C.5: Disciplinary Action Procedures

##### C.5 (A): Pre-Implementation Procedure

Before implementing a suspension, demotion, or discharge with respect to unrepresented regular full-time and part-time employees, the District Manager shall provide to such employees:

1. Written notice of the decision;
2. The effective date of the decision;

3. An opportunity to respond orally or in writing within five business days after receipt of the written communication from the District to implement the personnel action. It is the responsibility of the employee to request a meeting with the District Manager or to provide a written response to the District Manager within the five day period.

Represented employees shall be subject to disciplinary action in accordance with the applicable [MOU memorandum of understanding](#) between the District and the affected bargaining unit.

### **C.5 (B): Hearing Procedure – Disciplinary Action Appeals**

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Employees may appeal disciplinary action as follows:

1. Employees who have completed their probationary period and are faced with disciplinary action which affect an employee financially such as unpaid suspension, involuntary demotion, or employment termination shall be provided with a notice of the proposed action before the termination or other discipline becomes effective. The notice will inform the employee of his or her right to an informal hearing before the Board, either orally or in writing, before the discipline becomes effective. The District may place an employee on paid administrative leave pending the hearing if the District determines that such leave is necessary to protect the District or public safety. If the employee requests a hearing, the Board shall conduct a hearing to determine whether there are reasonable grounds to believe the charges are true and whether the charges support the proposed action. The decision of the Board is final.

~~3.2.~~ Judicial review of any decision of the District is governed by California Code of Civil Procedure Section 1094.06. Pursuant to Section 1094.06 (b), a petition for Writ of Mandate seeking such review must be filed not later than the 90th day after the decision becomes final.

### **C.5 (C): Hearing Procedure – Appeal of Determination Related to Discrimination/Harassment Investigation**

Any employee, regardless of tenure, who has filed a complaint of discrimination or harassment, and who is dissatisfied with the initial conclusion of the investigation and resulting determination may appeal the determination the full District Board. The full Board has the discretion to review the appeal, conduct a hearing, and take such action, as it deems appropriate. The decision of the Board is final.

### **C.6: Outside Employment**

No District employee will be permitted to accept employment in addition to or outside of District service if:



a.1. The additional or outside employment leads to a conflict, potential conflict or the appearance of a conflict of interest for said employee; or,

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a.2. The nature of the additional or outside employment is such that it will interfere with the employee's ability to safely and competently perform job functions; or,

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a.3. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.

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An employee who does have additional or outside employment will not be permitted to use District records, materials, equipment, facilities, or other District resources in connection with said outside employment.

An employee has an obligation to notify the District Manager in writing regarding acceptance of outside employment within two business days.

Employees will not attempt to solicit outside employment relating to District activities from District constituents.

#### C.7: Gratuities / Acceptance of Gifts

In accordance with California Government Code Section 1090, employees are prohibited from offering or accepting bribes, kickbacks, or other forms of improper payment from anyone. Employees are prohibited from accepting gifts, gratuity, paid trips, or favors of more than nominal value from any customer, vendor, supplier, or other person doing business with the District because doing so may give the appearance of influencing business decisions, transactions, or service. Gratuities that are received despite employee's best efforts to refuse the gifts shall be reported to the District Manager for return to the donor or other actions consistent with this policy, including reporting the gift on a Form 700 as required by the Fair Political Practices Commission. Employees who violate the District policy are subject to disciplinary action, up to and including termination. Employees shall have the right to receive notice and appeal disciplinary action under WBSD Personnel Policies Section C.5 – Disciplinary Action Procedures.

~~A District employee will not solicit nor accept any gift to the employee or other employees, NEW: from the community, vendors, contactors or other parties whether in the form of money, gifts, services or special considerations t that are offered because the District employs the employee. Solicitation or acceptance of these items will result in disciplinary action up to and including discharge. Gratuities that are received despite employee's best efforts to refuse the gifts shall be reported to the District Manager for return to the donor or other actions consistent with this policy.~~

#### C.8: Dress Code

##### Purpose:

The purpose of this policy is to set professional guidelines regarding dress and appearance on the job and to provide clarity and ensure fair treatment. District business requires District employees to treat rate payers and customers with respect and to promote and enhance a professional image. Our goal in dealing with business professionals, homeowners, and other government agencies is to at all times conduct ourselves in a professional manner ~~be taken professionally seriously~~ and maintain their respect.

Section 1. **General Rule.** Employees' personal appearance and hygiene are important to Employees, the District, and the public. Employees are expected to maintain appropriate professional personal appearance and be clean and well-groomed. Employees should always dress in a manner befitting the job, with due consideration to the business needs of the District, other Employees, the public, and safety. All manners of dress must comply with all other safety requirements.

Section 2. **Clothing Requirements.** An Employee's clothing should always be in keeping with customary, professionally acceptable attire for the workplace/office and meeting with customers, clients, and the public. Hard Hats worn in the field must be issued by the District and meet safety requirements. Soft hats in the field must not interfere with safety requirements and must either be issued by the District or, if a personal hat, must display no logo, graphics, or message. Hats worn in the office must comply with professional business standards. Personnel working in the field must wear appropriate safety clothing and apparel provided by the District when on duty. Clothing that is not allowed to be worn by Employees while working includes, but is not limited to, the following:

- tattered jeans or shorts;
- shirts or other articles of clothing with language or graphics that are vulgar, sexually explicit, or may otherwise be offensive;
- attire that is revealing or provocative;
- flip-flops or any type of loose footwear;
- sweat suits;
- see-through blouses or shirts;
- sports bras, halter tops, or similar attire;
- tank tops;
- clothing that allows bare midriffs;

Section 3. **Jewelry/Tattoos/Piercings.** Jewelry must be kept to a minimum. Tattoos and body piercings must not be visible in the office or business workplace. For field personnel interacting with the public or business professionals, tattoos must be hidden from view to the maximum extent practicable. If field conditions necessitate removal of clothing for reasonable comfort and safety, exposure of tattoos can be allowed during these events. However; tattoos with language or graphics that are vulgar, sexually explicit, or may otherwise ~~be~~ offensive shall not be exposed. Ear piercing consistent with professional and business workplace is allowed. Ear lobe plugs, gauges, and tunnels are not allowed during business hours.

Section 4. **Hair Style.** Hair style must be professional for an office environment and/or safe work place.

Section 5. **Accommodation.** In the event that the above policy causes religious concerns or concerns based upon any other legally protected class, please contact ~~the~~ Human Resources ~~Department~~ to discuss potential appropriate ~~religious~~ accommodation.

### **C.9: Conflict of Interest**

~~The West Bay Sanitary District (WBSD) expects our employees to conduct business according to the highest ethical standards of conduct. Unauthorized business dealings that appear to create a conflict between the interests of the District and an employee are unacceptable. The District recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose in writing any possible conflicts so that the District may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the District's business dealings.~~

~~Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, they he or she should immediately contact the Human Resources Department or the District Manager to obtain advice on the issue. The purpose of this policy is to protect employees and the District from any conflict of interest that might arise.~~

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#### **Incompatible Activities**

~~Public officials and employees should not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to their duties as District employees or with the duties, functions or responsibilities of their appointing power.~~

~~The following activities are incompatible:~~

#### ~~Outside Employment:~~

- ~~— Employment for compensation which is in conflict with the employee's District duties;~~
- ~~— Outside employment involving the use of District time, facilities, equipment or supplies;~~
- ~~— Compensation for work which an employee would ordinarily be required to perform in the course of District duties;~~
- ~~— Performance of work that will later be subject to the control, inspection, or enforcement of another employee in the District;~~

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~~—Outside employment for which time demands render performance of District duties less efficient.~~

### **Acceptance of Gifts**

~~In accordance with California Government Code Section 1090, employees are prohibited from offering or accepting bribes, kickbacks, or other forms of improper payment from anyone. Employees are prohibited from accepting gifts, gratuity, paid trips, or favors of more than nominal value from any customer, vendor, supplier, or other person doing business with the District because doing so may give the appearance of influencing business decisions, transactions, or service. Employees who violate the District policy are subject to disciplinary action, up to and including termination. Employees shall have the right to receive notice and appeal disciplinary action under WBSD Personnel Policies Section C.5 — Disciplinary Action Procedures.~~

## **SECTION D: Benefits**

### **D.1: General Information**

The District provides a number of insurance, vacation, sick, and holiday leave programs to encourage a healthy work environment and protect its employees, both current and retired.

All employees are encouraged to avail themselves of the vacation and holiday leave provided by the District in the year in which the leave is accrued, [except during the probationary period](#).

### **D.2: Accrued Leave Defined**

For the purposes of this section, accrued leave is defined as Vacation, Holiday, and Sick leave. Neither Administrative Leave nor “Banked” Compensatory Time is accrued leave. While every effort will be made to accommodate an employee’s leave request, the District reserves the right to deny any leave request.

### **D.3: Eligibility For Benefits**

An employee’s eligibility for the various insurance programs offered by the District is dependent upon the employee’s employment status. Generally, all full-time, regular employees of the District are eligible for the various programs described in this section. ~~Part-time employees may accrue sick leave based on the hours worked but do not accrue vacation, sick leave, or receive paid holidays.~~ Part-time employees will not be eligible for retirement benefits, health insurance, dental insurance, life insurance and accidental death and dismemberment insurance, unless otherwise required by these plans. [Full-time Temporary employees are eligible for sick time, as prescribed in the](#)

[MOU or state law.](#)

#### D.4: Vacation

##### D.4 (A): General Provisions

1. All regular full-time and part-time employees are on an initial employment period during the first year (12 months) in any position, or as otherwise specified in [the MOU-memorandum of understanding](#) between the District and the affected bargaining unit.
- ~~4.~~ During the first six months of the initial employment period, full-time employees will accrue paid vacation and sick leave benefits but are prohibited from using this ~~paid~~ vacation ~~paid~~ time until six months of the initial employment period is completed. ~~During the first six months of the initial employment period, employees will accrue paid vacation and sick leave benefits but are prohibited from using this vacation paid time until the first six months of the initial employment period is completed.~~
- ~~3-2.~~ Employees do not accrue vacation leave while on short-term or long-term disability leave, unless otherwise required by law.
- ~~5-3.~~ Employees will not accrue more than two times the number of annual vacation hours specified in Section D.4 (B) unless approved in advance by the District Manager. Any approved exception shall have a one year limit. No employee shall receive an exception to the vacation accrual more than once in a three year period. For unrepresented employees, excess accrued vacation shall be paid to the employee monthly in lieu of accrual.
- ~~7-4.~~ An employee whose employment with the District terminates will be paid for any accrued vacation time at ~~their~~his or her final rate of pay.
- ~~9-5.~~ Part-time employees do not accrue vacation leave.

##### D.4 (B): Rates of Accrual

Full-time District employees accrue paid vacation leave at the following rates:

VACATION HOURS ACCRUED PER YEAR <u>Accrued per Year</u>	YEARS OF EMPLOYMENT	
	Non-Exempt Employees	Exempt Employees
80	1st through 5th	
120	6th through 10th	1st through 5th
160	11th through 25th	6th through 15th

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26th and above

16th and above

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For example: If an employee's fifth year starts on January 10, 2017<sup>20</sup> the next accrual tier will begin on January 10, 2018<sup>24</sup>, which is the start of the 6<sup>th</sup> year.

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## D.5: Paid Holidays

### D.5 (A): General Provisions

1. Full-time employees receive eight (8) hours off with pay for each of the holidays listed in **D.5 (B)** below. Part-time employees do not receive paid holidays.
- ~~3-2.~~ If a holiday falls on a Saturday, the preceding Friday generally will be observed as the holiday. If a holiday falls on a Sunday, the following Monday generally will be observed as a holiday.
- ~~5-3.~~ If an employee is on an authorized paid leave on the date when a holiday is observed, the holiday will be paid as holiday leave and not charged against the employee's authorized paid leave.
- ~~7-4.~~ Non-exempt employees who work on any of the holidays listed in **D.5 (B)** below other than Thanksgiving Day, Christmas Day, or New Year's Day will be paid their regular eight hour holiday pay, plus, one and one-half times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift (8:00 a.m. to 4:30 p.m.) has been completed.
- ~~9-5.~~ Non-exempt employees who work on Christmas Day, Thanksgiving Day, or New Year's Day will be paid their regular eight hour holiday pay, plus, two times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift (8:00 a.m. to 4:30 p.m.) has been completed.

### D.5 (B): Holidays

The following days will be recognized as paid holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day

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- 4. Labor Day
- 5. Veteran's Day
- 6. Thanksgiving Day
- 7. Day after Thanksgiving
- 8. Christmas Day

**D.6: Floating Holidays**

- 1. Full-time employees receive five (5) days or 40 hours designated as floating holidays on January 1<sup>st</sup>.
- 2. Part-time employees do not receive floating holidays.
- 3. Employees may accrue up to a maximum of ten days or 80 hours accrued floating holidays. Each January 1<sup>st</sup>, employees who have accrued more than the maximum shall be paid the number of excess days/hours at their current hourly rate.

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Employees must receive prior approval from their supervisor before using floating holidays. Floating holidays will be scheduled in accordance with the District's work needs.

**D.7: Educational Assistance**

Regular full-time employees of the District are encouraged to pursue educational opportunities which are related to their present work, or which will prepare them for potential advancement opportunities within the District.

The District has the sole discretion in determining whether to reimburse employees for courses. The District Manager may elect to reimburse courses of study based on the following guidelines:

- 1. Qualified classroom education and non-classroom education (e.g., e-learning, distance learning) are reimbursable under this policy.
- 2. To be eligible for reimbursement of course costs, the employee must receive advance written approval for the class(es) from the District Manager. Requests for reimbursement must be submitted in writing.
- 3. A class may be eligible for reimbursement pursuant to this policy if the District Manager determines ~~at his or her discretion~~ that the class is —related to the employee's present work assignment or that it will prepare ~~them~~him/her for future foreseeable opportunities within the District. The District Manager will determine that the class provider is an accredited or otherwise qualified provider of the educational training classes. Such classes may be taken individually and need not be directed toward a degree or certificate.
- 4. The District may reimburse up to the entire costs of tuition and required class materials if the employee received a grade of A or B for the class(s).

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Reimbursement eligibility for classes which do not grant traditional letter grades are subject to District Manager review and approval.

5. The District may reimburse for up to one-half (1/2) of the cost of tuition and required class materials if the employee received a grade of C, or pass for the class(s).
6. No reimbursement to employees who fail or receive a grade below C for the class(s).
7. The total amount of reimbursement, which will be paid to an employee, is limited to ~~\$2,000.00~~\$3,000.00 in any calendar year with District Manager pre-approval and may be subject to reduction or withdrawal at any time based on District budgetary requirements.

FLSA Exempt Employees (Management) and Non-represented staff may be eligible to exceed the ~~\$2,000~~\$3,000.00 limit in any calendar year if enrolled in a program of post-secondary education courses which is designed to result in obtaining an advanced degree in a work related field such as; public administration, business administration, engineering, etc., and have entered into a "Student Loan Agreement" with the District approved by the District Manager ~~With and District Board Approval~~. The intent of this section is to support the District's Succession Plan.

8. Upon completion of the class(s), the employee is responsible for sending copies of the grade slip(s) and expense receipt(s) to the District Manager.
9. The employee will be notified of final approval, or the reasons for disapproval, of their/his/her request for reimbursement.

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#### **D.8: Medical, Dental, Long Term Disability, Life and Accidental Death and Dismemberment Insurance**

The District provides a variety of insurance plans, which are briefly described below, to eligible employees.

##### **D.8 (A): Medical, Dental and Vision**

The District pays the minimum coverage required by law toward active employees' medical insurance coverage, as adjusted from time to time. In addition, the District will offer an IRC Section 125 Cafeteria Plan to its eligible employees to assist in the costs of medical, dental, and vision monthly premiums based on the level of the employee's medical plan enrollment.

Enrollment Level

Effective 1/1/19



Not enrolled	\$200
Employee Only	\$1100
Two Party	\$2200
Three or more	\$2600

The contribution amounts effective January 1, 2019 will be increased by seven percent (7.0%) on January 1 of each year until 2024, [per the MOU](#).

**Flexible Spending Account plan:** ~~Effective Since~~ January 1, 2013 the District [also offers will modify the existing cafeteria plan or adopt](#) a separate Flexible Spending Account plan, ~~as it determines best serves the Districts administrative requirements,~~ to permit members ~~of the bargaining unit~~ to use pre-tax dollars to pay for qualified dependent care expenses and qualified uninsured medical expenses. Limits for each type of account will be subject to applicable state and federal law.

Medical insurance coverage and plans are provided to eligible employees through the Public Employees' Retirement System ("PERS"). Medical premiums are subject to change each calendar year on January 1<sup>st</sup> and remain in effect for 1 calendar year.

Dental and Vision coverage is also provided to eligible employees. Information regarding dental and vision coverage may be obtained from [Human Resources#the Administration Department](#).

All monies used for actual insurance premiums shall be pre-tax dollars. If an employee does not use the entire allotment, the employee will receive the unused portion as additional pay subject to taxes and reporting on the employee's W-2 forms. If an employee's premiums for medical, dental, and vision insurance coverage exceeds their monthly amount of the Cafeteria Plan, the overage will be withheld from the employee's paycheck.

Eligibility for medical, dental, and vision coverage begins for all eligible employees on the first of the month following date of hire. If the date of hire falls on the first of the month, dental, and vision coverage is effective on the date of hire.

**D.8 (B): Long Term Care**

Long term (nursing home and assisted living) care plans are not currently available through CalPERS. However, should CalPERS allow enrollment in the future, eligible employees may enroll with premiums paid through payroll deductions to CalPERS.

**D.8 (C): Long Term Disability Insurance**

Long-term disability insurance is available to eligible employees. Long-term disability benefits become effective on the ninety-first day of disability. The monthly benefit is an amount equal to 66-2/3% of base monthly salary not to exceed a maximum monthly benefit of \$7,000 ~~for employees, \$10,000 to managers~~, subject to the terms, conditions and limitations of such particular program or insurance policy.

Long-term disability may be coordinated with any other disability benefits received by the employee. The maximum monthly benefit shall not exceed the amount the employee was earning when the disability started. The District pays the premium for the employee; ~~the total amount is reported as income on the employee's W-2 form.~~

**D.8 (D): Short Term Disability Insurance**

Short-term disability insurance is available to eligible employees. The District funds the program. An employee who is unable to work due to injury or illness for more than thirty days is eligible to receive full base salary from the thirty-first day of disability to the ninetieth day of disability.

**D.8 (E): Life and Accidental Death and Dismemberment Insurance**

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The District pays for premiums on life and accidental death and dismemberment policies. Full-time ~~and part-time~~ employees are eligible for this coverage on the first of the month following date of hire. Coverage equals 1.5 times the employee's annual base salary, subject to a maximum of \$300,000.00, subject to the terms, conditions and limitations of such particular program or insurance policy.

The tables below summarize benefits schedules detailed in this policy;

**Disability Leave Benefit Schedule**

Leave Period	Leave Type	Who pays	Amount of Employee Benefit
1-30 days	Sick leave, Vacation, Floating Holiday	Employee paid leave bank	100% pay
31-90 days	STD	District paid	100% pay
91+ days	LTD	District paid	66.67% pay

**Disability Leave—Other Benefit Continuation**

Period	Health	Life	Dental	Vision	Paid time Accrual (sick leave, vacation, holidays)
1-30 days	Continued; usual cost split (Employer-employee)	Continued; District paid	Continued; usual cost split	Continued; usual cost split	Accruals continue
31-90 days	Continued; usual cost split	Continued; District paid	Continued; usual cost split	Continued; usual cost split	No accruals

91= days	Employee paid after 2 <sup>nd</sup> month after 91 <sup>st</sup> day	Continued; premium waived	Employee paid	Employee paid	No accruals
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## D.9: PERS Retirement Plan

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The ~~West Bay Sanitary~~ District is a participant in [the California Public Employee Retirement System \(CalPERS\)](#), which is [the nation's largest public pension program, serving California public agencies, administered by the State of California](#). CalPERS is the District's primary retirement program [and is governed by California Public Employees' Retirement Law \(PERL\) and the California Public Employees' Pension Reform Act \(PEPRA\)](#), which took effect in January 2013.

### D.9 (A) Pension Formula

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1. ~~1.~~ For employees hired before July 1, 2012, the District will continue to contract with ~~the California Public Employee Retirement System (CalPERS)~~ to provide such employees with benefits under the "2.5% at age 55" pension formula ([Classic Tier I](#)). The District may continue to apply the 2.5% at age 55 pension formula to employees hired on or after July 1, 2012 ~~but before December 6, 2012. An employees hired on or after December 6, 2012 shall be classified as a~~ ~~unless the employee meets the definition of a~~ "new employee" [with the District](#).

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[For employees hired after December 6, 2012 and with a prior membership in CalPERS before January 1, 2013 and a break in service of less than six \(6\) months \(Classic member\), the employee will be in the District Tier II plan, subject to a pension formula of "2% at age 60".](#) ~~within~~

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[Any new employee, who does not qualify as a CalPERS Classic member, joining CalPERS for the first time after January 1, 2013 or with a break in service of over six \(6\) months, will be in the District PEPRA plan](#), in which case the pension formula [of "2% at age 62"](#) applies.

2. ~~2.~~ For purposes of the pension formulas under paragraph 1 above, final compensation will be determined as provided under Government Code §20037 (The retirement formula ~~is 2.5% at 55~~ based on an average of the final 3 years of employment compensation or any consecutive 36 months during the member's employment that the base pay, including other [CalPERS](#) reportable compensation, is ~~at~~ the highest average; and is subject to the terms, conditions, and limitations of the [CalPERS](#) program.).
3. Effective January 1, 2013 the District implemented ~~the Public Employee Pension Reform Act of 2013 (hereinafter "PEPRA")~~, prescribing the pension benefits of certain employees. Employees subject to the PEPRA are not covered by the terms of subsection D.9 (A) 1 above. The PEPRA will continue

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to apply to District employees to the extent and in the manner required by law.

3-4. The application of the pension formula is subject to the rules and laws governing CalPERS retirement benefits, which may be subject to change.

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#### D.9 (B): Pension Contributions

1. Employees covered under the Classic Tier I plan not covered by PEPPRA will ~~make—pay~~ the eight percent (8%) employee contribution ~~toward required by the CalPERS pension plan.~~ Employees covered under the Classic Tier II plan will pay the seven percent (7%) employee contribution. Employees subject to PEPPRA will ~~continue to~~ pay half of normal cost as provided by PEPPRA. PEPPRA required contributions are currently 6.75% and subject to change. These contributions are in addition to those contributions required of employees as provided by paragraph 2 immediately below. ~~CalPERS is~~ The District will maintain an Internal Revenue Code Section 414(d) plan, ~~to permitting the~~ employee contributions to be made on a tax deferred basis.
2. District employees shall pay a percentage of the CalPERS employer contribution as follows: Effective July 1, 2019, 0.25%; effective July 1, 2020, 0.5%; effective July 1, 2021, 0.75%; effective July 1, 2022, 1.00%; and effective July 1, 2023 1.25%. Employee contributions will be paid either by payroll deduction or, if such deduction is prohibited by law, by a reasonably determined equivalent cost offset against the wage schedule. The District shall contribute the balance of any required additional CalPERS employer contribution.

~~Enter here language from MOU (Sections 8.6 B.1 & B.2) pg 12.~~

The District does not participate in the Federal Social Security system, for full-time employees participating in the CalPERS pension plan. Part-time employees are subject to Social Security, unless otherwise eligible under CalPERS. ~~However, a~~ All employees hired after January 1, 1987 are required to participate in the Medicare insurance system. The District makes a deduction from each employee's pay check for the Medicare contribution.

#### D.10: PERS Survivor Benefit Plan

The District contracts with ~~CalPERS the Public Employee Retirement System~~ to provide Survivor Benefits to dependents of employees who die before retirement. The benefit is provided at no cost to the employee. The survivor benefit provides a monthly taxable allowance which is payable in addition to any other pre-retirement death benefit paid by CalPERS.

The number of survivors determines the monthly allowance. Additional information on this benefit may be obtained from the District Administration Offices.

#### **D.11: Employee Assistance Program**

The Employee Assistance Program (EAP) is a benefit provided at the District's expense to all employees of the District. The program is designed to provide assessment, referral and counseling in a confidential and professional environment.

Use of the program is limited to three appointments during the period January 1 through June 30 and three appointments during the period July 1 through December 31 in each calendar year.

An Employee Assistance Counselor may recommend referral to other health care providers and will discuss with each employee the coverage for such services afforded under the employee's individual health care plan. The employee is solely responsible for any costs incurred as the result of such referrals and should consult with their health care provider to determine the coverage available to themselves or family members.

All services provided by the Employee Assistance Program are strictly confidential and will not be disclosed to the District. Subject to the appointment limitations stated above, the EAP is available to both the employee and their eligible dependents (spouse/ registered domestic partner or dependent children.)

#### **D.11 (A): District Referral**

The District Manager may, at his sole discretion, refer an employee to the Employee Assistance Program. The employee shall be encouraged to sign a release to notify the District that the appointment was made and kept. No other information shall be disclosed to the District without the employees' written consent.

#### **D.12: Deferred Compensation**

Employees may participate in any deferred compensation plan offered by the District. Employees may designate the amount of pre-tax dollars to be deducted from their paychecks. The IRS establishes the maximum contribution and the amount is subject to a possible increase each year.

The District will provide matching contributions for unrepresented employees, ~~and the District Manager,~~ at a one (1) to 0.75 ratio to a maximum of 3% of salary. ~~+(Example: If an employee contributes 4% of their salary to a 457 Deferred Compensation plan the District will contribute 3% of salary equivalent to the employee's 457 Deferred Compensation plan. The District Manager may have a different contribution ratio based on theirhis or her contract.~~

#### **D.13: Leaves of Absence**

#### **D.13 (A): Absence Request [Form](#)**

Employees must ~~request time off using the AoD portal use the District's standard Absence Request Form to request time off~~ for any of the following types of absences:

- a. Vacation Leave
- b. Floating Holiday Leave
- c. Compensatory Time Leave
- d. Sick Leave
- e. Medical Leave
- f. Pregnancy Leave
- g. Jury/Witness Leave
- h. Bereavement Leave
- i. Leave Without Pay
- j. Military Leave

Scheduling of leave-vacation, floating holiday or compensatory time leave- may be done up to one year in advance. After a scheduled leave is approved, the District will make every effort to honor that request. However, should the needs of the District later require the services of the employee during the period of approved leave, the District may need to cancel or reschedule all, or a portion, of the previously approved leave. Medical and pregnancy leave requests are governed under sections D.13 (B) (2) and D.13 (B) (1) below.

Employees are ~~to submit a leave request through the AoD portal. to fill out the Absence Request Form as completely as possible, and sign it.~~ In the case of sick leave, the employee must indicate if the absence is for a doctor's appointment, dentist appointment, or an illness; and whether it is for the employee, or an immediate family member. Absence Requests ~~Forms~~ are to be submitted to the employee's supervisor at least one week before the requested leave, except in cases of emergency or other unanticipated absences. In these instances, the ~~requestforms~~ must be submitted at the earliest possible opportunity. Absence Requests ~~Forms~~ for sick leave due to illness are to be submitted to the employee's supervisor during the first workday upon returning to work.

#### **D.13 (B): Leaves of Absence**

##### **D.13 (B)(1): Sick Leave**

- 1. Sick leave may be used only in the event of an illness, dentist or doctor appointment, or non-industrial injury of the employee, or of the employee's family member (child, parent, spouse or registered domestic partner, grandparent, grandchild, or sibling.) Up to one-half of the employee's annual sick leave accrual may be used to care for a sick or injured family member, or for a dentist or doctor appointments of the family member (per Healthy Workplaces/Healthy Families Act of 2014 – Paid Sick Leave).
- 2. As a condition of approval of sick leave for any employee, the District may require verification of the reason for which the sick leave is requested.

After an employee has used sick leave, the District may request verification of the reason for the taken sick leave. Use or attempted use of sick leave when an employee is not entitled to use sick leave will result in disciplinary action up to and including discharge.

3. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor prior to the beginning of the employee's work day whenever possible and in no case later than one (1) hour after the time established as the beginning of the employee's work day, unless the employer determines that the employee's duties require more restrictive reporting. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay and may lead to disciplinary action.
4. An employee may use ~~theirhis/her~~ accrued vacation or floating holiday leave for sick leave when ~~theirhis/her~~ sick leave is depleted.
5. If the employee is absent on sick leave for more than one (1) day, the employee will keep the immediate supervisor informed as to the date the employee expects to return to work.

#### **D.13 (B)(1)(i): Accrual**

Full-time employees will accrue sick leave at the rate of one day (8 hours) per elapsed month of service. Employees do not accrue sick leave when they are on short-term or long-term disability leave. Employees hired before July 1, 2012 may accumulate unused sick leave without limit. Employees hired on or after July 1, 2012 may ~~not~~ accumulate ~~up to in excess of~~ four hundred eighty (480) hours. If such employee's accumulated sick leave balance reaches that amount, ~~they/he or she~~ will no longer accrue sick leave until ~~theirhis or her~~ balance falls below four hundred eighty (480) ~~480~~ hours.

Effective July 1, 2012 accumulated unused sick leave is not compensable upon termination and ceases to exist at that time.

Temporary, Part-Time, or seasonal employees who work more than thirty (30) days in a year, will accrue sick leave at the rate of one hour (1 hour) per thirty (30) hours worked beginning the first date of employment ~~or July 1, 2015, whichever is later per State law~~. A Temporary, Part-Time, or seasonal employee's use of sick leave will be limited to 24 hours or three days during a calendar year (per Healthy Workplaces/Healthy Families Act of 2014 – Paid Sick Leave). Temporary, Part-Time, or seasonal employees will be limited to total accrued paid sick leave of no more than 48 hours or six days.

~~Employees hired on or before June 30, 2012 may within sixty (60) days after the date the WBSD-IBT MOU is adopted by the District Board, elect to cash out any sick leave in their balance in excess of four hundred eighty (480) hours as of June 30, 2012, or the date the WBSD-IBT MOU takes effect, whichever is later, applying the following two step formula:~~

~~1. Employee's straight time base hourly wage rate as of July 1, 2012 multiplied by the number of hours in excess of four hundred eight (480) = N1.~~

~~2.  $N1 \times 0.75$  (75%) = gross payment amount.~~

~~In accordance with the foregoing formula, the District will pay the eligible employee who elects such cash out a one-time lump-sum payment equal to the seventy-five percent (75%) of the value of the excess accumulation, calculated at the employee's base straight time hourly wage rate as of July 1, 2012. Hours cashed out as provided in this paragraph are rendered null and void by such payment and will be removed from the employee's balance. The District will make such payment within thirty (30) days after the close of the sixty (60) day election period set out above.~~

Pursuant to California Government Code Section 20965, the District will report to CalPERS the balance of any remaining accrued but unused sick leave for an employee whose effective date of retirement is within four months of separation from employment with the District for purposes of calculating the employee's years of service credit.

#### **D.13 (B)(2): Medical Leave**

Any regular or part time employee who, for medical reason, is temporarily unable to work may request in writing a medical leave of absence. The District Manager will evaluate the request based on the circumstances involved, the anticipated duration of the leave, and the needs of the District. Such period will not exceed six (6) months.

A medical leave of absence is unpaid except that an employee who is granted a medical leave of absence must utilize any accrued sick leave and thereafter, accrued vacation or holiday leave, during the period of ~~their~~ ~~his~~ ~~her~~ sick leave. The employee also may be eligible for the District's short-term and long-term disability plans, as well as any disability retirement benefits under CalPERS. Any portion of a leave that occurs after all sick, holiday, vacation, short term and long term disability benefits have been exhausted will be without pay.

Health insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued during the period of short term disability until the last day of the second month, following the 91<sup>st</sup> day of disability. The cost of ~~dependent~~ coverage normally borne by the employee will remain the sole responsibility of the employee. The employee should make arrangements with the office to pay for the costs of such coverage before the leave begins.

Life, ~~/~~Accidental Death, ~~/~~and Dismemberment Insurance for which the employee is otherwise eligible, will be continued during the period of disability up to a maximum of Ninety [90] days. The carrier waives premiums for these benefits when the employee's disability exceeds 90 days.



Dental and vision insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued during the period of disability until the last day of the month in which the 91<sup>st</sup> day of disability occurs.

Sick, holiday, and vacation leave will not accrue while an employee is on a disability leave in excess of thirty (30) days.

An employee who requires a leave of absence for medical reasons must make a request to the District Manager in writing explaining the need for such a leave. The employee must provide at least 30 days advance notice before the date the leave will begin if the need for the leave is foreseeable. If the employee learns of the need for a leave less than 30 days before the date the leave must begin, the employee must provide as much advance notice as practicable. The notice must specify that a need for a medical leave exists, the date such leave will begin, and the expected duration of the disability. The notice must be accompanied by a medical certification from a health care provider that verifies the existence of the medical condition, the anticipated duration of the leave, and the dates the leave is expected to begin and end. An employee who requests such a leave may be required to provide additional medical certification from time to time thereafter in order to provide updated information regarding the employee's condition. Before returning to work from a medical leave of absence, an employee must provide a written verification from the employee's health care provider that indicates that he/she is fit to return to work and articulates specific restrictions regarding employee physical capabilities.

Although the District is unable to guarantee reinstatement, an employee who returns to work within twelve (12) months of commencement of the leave of absence with a release to full duties will be returned to [their/his/her](#) former position, if available, provided that a written medical statement verifying ability to perform the physical requirements of the job is presented. If such position is not available, the employee will be offered another position for which the employee is qualified, if one is available. Such an employee will be credited with all service on paid leave status prior to the commencement of [their/his/her](#) disability, but not for the leave without pay.

Requests for extensions of a leave of absence will be considered if they are received by the District Manager in writing before the expiration of the approved leave, are supported by proof of continued medical need as supported by a certification by a health care provider, and request extensions that do not cause the total period of absence to exceed six months. An employee who fails to report for work immediately following the expiration of an approved leave will be deemed to have voluntarily resigned.

#### **D.13 (B)(3): Modified Duty Policy**

##### **A. Purpose.**

The purpose of the District's Modified Duty Policy is to encourage and motivate employees to return to work as quickly as possible while recuperating from [either](#)

~~both~~ work-related and non-work related illnesses or injuries. Coordination between medical personnel and the District can often lead to modified duty which, if properly evaluated and monitored, may speed the employee's recovery while minimizing disruptions to the District's operations/administration that may otherwise occur when employees are absent due to ~~work-related~~ injuries or illness.

B. Procedure.

1. The District will require that the injured employee's physician complete a "Modified Duty Status" form upon the initial doctor's visit and upon each subsequent follow-up visit. This form will provide the District with a guide to determine whether a modified duty assignment is appropriate.

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~~2.~~ ~~2.~~ It will be the responsibility of the employee to secure the completed "Modified Duty Status" form and to keep ~~their~~ supervisor informed as to the time and date of ~~his or her~~ next scheduled doctor's visit.

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~~3.~~ ~~3.~~ The District will endeavor to accommodate employees and provide work that will fit within the constraints specified by the physician. If a limitation or constraint is unclear or ambiguous, the District will err on the side of employee health and safety regarding assignment of specific duties. Employees will not work overtime while on Modified Duty.

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~~4.~~ ~~4.~~ Employees on modified duty status must keep all scheduled medical appointments, and must be re-evaluated as to their modified duty status at least once per month.

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~~5.~~ ~~5.~~ Participation in the modified duty program is conditional upon the employee's continued medical progress toward recovery and return to regular duties. In the event the employee reaches a stationary condition a medical determination will be made as to whether the employee can return to ~~their~~ former position or whether alternative employment opportunities may be considered. As the modified duty program is intended as an interim measure, there will be a review of progress toward return to regular duties no later than six months after the employee enters the program.

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~~6.~~ ~~6.~~ If, at the 6 month review a determination is made that permanent accommodation will be required, the District will engage in an iterative process with the employee regarding the feasibility of reasonable permanent accommodations. The District will make the final decision as to what, if any, reasonable accommodation will be provided.

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~~D.13 (B)(4)-Pregnancy-Related Leave~~

**D.13 (B)(4)(i): Eligibility and Leave Purposes**

An employee who is disabled due to pregnancy, childbirth, or a related medical condition is eligible to receive the same benefits as defined in Section **D.13 (B)(2): Medical Leave** except that an employee may request additional leave to extend the total time off to a period not to exceed four months.

An employee is “disabled” if, in the opinion of her health care provider, she is unable, due to pregnancy, to work at all or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.

Employees who are not eligible for Short or Long Term Disability payments may use any accrued sick, holiday or vacation leave during the period from the last day of the end of the four month pregnancy leave, if no accrued leave is available, the leave shall be unpaid.

**D.13 (B)(4)(ii): Duration of Leave**

The duration of the pregnancy disability leave will be determined and verified by her health care provider, and may extend up to four months.

Leave may be taken intermittently or on a reduced work schedule if the employee's health care provider determines that it is medically advisable for the employee to take such leave. Intermittent leave may also be taken for prenatal care appointments and for morning sickness.

**D.13 (B)(4)(iii): Transfer/Accommodations**

If an employee requests intermittent leave or reduced schedule leave that is foreseeable based on planned medical treatment, the employee may be transferred to an alternative position for the duration of the leave (unless the employee's health care provider disapproves for medical reasons).

In addition, an employee may request a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties. Such a request must be based on the certification of the health care provider that the transfer is medically advisable and will be granted if the transfer can be reasonably accommodated.

In addition, an employee may request a reasonable accommodation, with the advice of her health care provider when the accommodation is needed due to pregnancy, childbirth or related medical conditions.

**D.13 (B)(4)(iv): Use Of Accrued Paid Leave**

The District's short-term and long-term disability programs cover pregnancy disability leave. See Section **D.13(B)(2): Medical Leave**. Employees may use accrued sick,

~~vacation and holiday leave during otherwise unpaid portions of pregnancy leave, at their option.~~

**~~D.13 (B)(4)(v): Certifications~~**

~~An employee requesting pregnancy disability leave must obtain certification from her health care provider of her pregnancy disability and/or the medical advisability for a transfer.~~

~~As a condition of an employee's return from pregnancy disability leave, the employee must provide a certification from her health care provider verifying that she is able to return to work.~~

**~~D.13 (B)(4)(vi): Benefits And Seniority~~**

~~Employees taking a pregnancy disability leave are eligible for employer provided health insurance and applicable employee benefit plans to the same extent as that benefit is provided for employees taking other types of medical leave as defined in **D.13 (B)(2): Medical Leave**. Employees may choose to continue other benefits at their expense.~~

**D.13 (B)(5): Family Care and Medical Leave**

**D.13 (B)(5)(i) Family Medical Leave Act and California Family Rights Act**

~~The Family Medical Leave Act (FMLA) is a federal law that provides eligible employees with unpaid protected leave for specific, qualifying family and medical reasons. ~~The~~ and the California Family Rights Act (CFRA) is a state law that provides eligible employees with unpaid protected leave for specific, qualifying family and medical reasons. Eligible full-time employees may take up to 12 workweeks (480 hours) of leave in a 12-month period. Part-time employees may take leave on a proportional basis. The District will provide an eligible employee with job and benefit protected leave time for qualifying reasons, as required by these laws. Eligible ~~e~~employees receive 12 workweeks (or 26 workweeks in some cases) in a 12-month period, ~~they to use~~ do not need to take leave in one continuous period of time; leave may be used continuously, intermittently, ~~or on a reduced work schedule.~~~~

**ELIGIBILITY:**

~~To be eligible for FMLA/CFRA leave, an employee must be either a full-time or part-time employee and have 12 months or more of service with the District and have worked at least 1,250 hours in the 12-month period before the first day of leave.~~

~~An employee is eligible to take FMLA in the event of:~~

- ~~• The employee's own serious health condition;~~
- ~~• Pregnancy, the birth of a child or the placement of a child with the employee and/or employee's registered domestic partner for adoption or foster care; leave must be taken within one year of the event; when both parents are employed by the same employer, they are limited to a combined 12 weeks of~~

bonding leave

- The need to care for an immediate family member (~~child, spouse, or parent,~~ registered domestic partner, child or registered domestic partner's child of any age, sibling, grandparent or grandchild) of the employee with a serious health condition as certified by a health care provider
- The need to care for a spouse or parent with a serious health condition.
- A "qualifying exigency" arising from the employee's spouse, son, daughter or parent who is on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces
- To care for a service member when the employee is the spouse, son, daughter, parent or next of kin of a covered service member.

If the employee qualifies, the employee is entitled to up to a total of 26 workweeks for military caregiver leave.

An employee is eligible for CFRA leave in the event of:

- The employee's own serious health condition (with the exception of pregnancy, which is covered under Pregnancy Disability Leave and does not run concurrently with CFRA)
- Bonding time after the birth of a child or the placement of a child with the employee and/or employee's registered domestic partner for adoption or foster care; leave must be completed within one year of the event; when both parents are employed by the same employer, they each are eligible for 12 weeks of bonding leave
- The need to care for an immediate family member (~~a child, spouse, parent,~~ registered domestic partner, child or registered domestic partner's child of any age, sibling, grandparent, or grandchild), ~~sibling, parent-in-law, or registered domestic partner of the employee with a serious health condition as certified by a health care provider~~
- A "qualifying exigency" arising from the employee's spouse, qualified domestic partner, son, daughter, or parent who is on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces
- The need to care for a spouse or parent with a serious health condition as certified by a health care provider
- The need to care for a registered domestic partner

When the reason for the leave is covered by both FMLA and CFRA, the leave will run concurrently. When the reason for the leave is not covered by both laws, only one will be used and eligibility for the other leave remains. For example, an employee can take 12 weeks of leave to care for a sibling under CFRA and then another 12 weeks to cover a spouse's illness or their own illness under the FMLA for a total of 24 weeks of protected leave.

**DEFINITIONS:**

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“Serious health condition” means illness, injury (including on-the-job injuries), impairment, or physical or mental condition of the employee or other individual with a qualifying relationship to a child, parent spouse or registered domestic partner of the employee that involves either:

- In-patient care (i.e., an overnight stay) in a hospital, hospice, or residential health care facility; or
- Continuing treatment or supervision by a health care provider

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“Health Care Provider”:

—An individual licensed as a physician or surgeon, including an osteopathic physician or surgeon, who directly treats or supervises the treatment of the Serious ~~serious~~ Health ~~health~~ Condition~~condition~~;

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or

- Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services under the FMLA.

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“Child”:

- A biological, adopted, or foster child, a stepchild, or a legal ward or child of an employee standing in “loco parentis” (“loco parentis” means in place of a parent; instead of a parent; charged with a parent’s rights, duties, and responsibilities although there may not be a biological or legal relationship). A child must be either under 18 years of age or an adult dependent child for FMLA, but under CFRA, the definition of a “child” does not require that the child be under 18 or an adult dependent of the employee..

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“Parent”:

- A biological, foster or adoptive parent, a step-parent, or a legal guardian or other person who stood in loco parentis to the employee when the employee was a child. Parent does not include a parent-in-law.

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“Qualifying Exigency”:

- Family preparations resulting from a short-notice of deployment, attending military events and related activities, child care and school activities affected by the deployment, activities related to care of the military member’s parent, financial and legal arrangements affected by the deployment, counseling related to the deployment, time with service member during rest and recuperation leave, certain post-deployment activities, and additional activities related to the active duty or call to active duty agreed to by the employee and employer.

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## CERTIFICATION

An employee must provide 30 days advance notice to his or her manager of the need to take Family Medical Leave, FMLA, or CFRA leave when the need for leave is foreseeable.

When 30 days' notice is not possible, the employee must provide notice to ~~their~~his or her manager as soon as practicable but no later than 15 days after the commencement of the leave.

The employee must provide a medical certification or military orders for all FMLA or CFRA requests. The District is not permitted to request a diagnosis. The certification must be issued by a Health ~~Care~~care Provider~~provider~~ and shall include:

1. The date on which the Serious~~serious~~ Health~~health~~ Condition~~condition~~ commenced;
2. The probable duration of the condition;
3. The appropriate medical information within the knowledge of the health care provider regarding the condition, including that the employee is unable to perform the functions of ~~their~~his or her position or the employee is required to care for their spouse or family member.

### **PAID OR UNPAID LEAVE**

FMLA and CFRA are unpaid leaves. Employees may choose to use any earned or accrued benefit time in accordance with District guidelines.

- For the employee's own serious health condition, the employee may elect, or the District may require the employee to use any accrued vacation time or other accumulated paid leave, including any accrued sick leave. Additionally, the employee may elect to use accrued sick leave for any other reason mutually agreed to by the District.
- If the leave is to care for a qualifying family member, the District requires the employee to use any accrued vacation time or other accumulated paid leave. Employees are entitled to use up to half of their annual accrual of sick leave to care for a qualifying family member. Example: employees who accrue the full 96 hours in a year can use 48 hours for the care of a qualifying family member. This time can be used continuously or intermittently.

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### **BENEFIT CONTINUATION**

During the period of FMLA/CFRA leave, the employee is entitled to accrual of seniority and to participate in employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to any other leave.

During FMLA or CFRA leave, the District will maintain and provide the employer portion (e.g., Cafeteria Plan amount) towards the group health insurance coverage as enrolled for an employee as if ~~they~~he/she ~~were~~as at working. Employees who are "not enrolled" in health insurance coverage through the District will receive the current amount as listed

in the table under Section D.8 (A): Medical, Dental and Vision.

## **REINSTATEMENT**

Employees on FMLA have the right to reinstatement to the same or comparable position upon return. There is a limited exception under FMLA for “key employees” that allows an employer to deny reinstatement to an employee who is among the highest paid 10% of the District’s employees. This denial is necessary to prevent substantial and grievous economic injury to the operations of the District. The District is required to notify the employee of the intent to deny reinstatement. However, CFRA leave does not have this “key employee” exception and the District is required to reinstate all employees after CFRA leave unless the position would have otherwise been eliminated independent of the CFRA leave (e.g., layoff, reduction in hours, or disciplinary action unrelated to CFRA leave), or where the employee fraudulently took CFRA leave when they did not otherwise qualify for the leave.

### **D.13 (B)(5)(i): Family Medical Leave Act and California Family Rights Act**

~~Employees are eligible for unpaid leave pursuant to the federal Family Medical Leave Act and the California Family Rights Act as the result of the District being a political subdivision of the State of California and a public agency regardless of the number of employees under FMLA.~~

~~The Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) allow an employee to take a unpaid leave for the birth of a child for purposes of bonding, for placement of a child in the employee’s family for adoption or foster care, for the “serious health condition” of the employee’s child, parent, spouse or registered domestic partner, and for the employee’s own serious health condition.~~

~~Leave under the FMLA and CFRA may total up to 12 workweeks in a 12-month period (Calendar Year). It does **not** need to be taken in one continuous period of time.~~

~~“Serious health condition” means illness, injury (including on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent spouse or registered domestic partner of the employee that involves either:~~

- ~~• In-patient care (i.e., an overnight stay) in a hospital, hospice, or residential health care facility; or~~
- ~~• Continuing treatment or supervision by a health care provider~~

~~To be eligible for FMLA/CFRA leave, an employee must be either a full-time or part-time employee working in California, have more than 12 months (52 weeks) of service with the employer, and have worked at least 1,250 hours in the 12-month period before the date the leave begins.~~



~~The District is not required to pay an employee during a FMLA/CFRA leave except when an eligible employee elects, or the District requires, the employee to use any accrued vacation time or other accumulated paid leave other than accrued sick leave.~~

~~However, if the FMLA/CFRA leave is for the employee's own serious health condition, the employee may elect or the District may require the employee to use any accrued vacation time or other accumulated paid leave, including any accrued sick leave. Additionally, the employee may elect to use accrued sick leave for any other reason mutually agreed to by the District.~~

~~The District will continue to provide Cafeteria Plan Benefits during an employee's FMLA/CFRA leave. This obligation commences on the date leave first begins. The obligation continues for the duration of the leave(s), up to a maximum of 12 work weeks in a 12-month period.~~

~~During the period of FMLA/CFRA leave, the employee is entitled to accrual of seniority and to participate in employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to any other leave granted by the District for any reason other than FMLA/CFRA leave.~~

~~At the end of an employee's period(s) of pregnancy disability leave, an employee may request a FMLA/CFRA leave of up to 12 workweeks for reason of birth of her child if the child has been born by this date. There is no requirement that either the employee or child have a serious health condition nor is there a requirement that the employee no longer be disabled by her pregnancy, childbirth, or related medical condition before taking FMLA/CFRA leave for reason of birth of her child.~~

~~The basic minimum duration of a FMLA/CFRA leave is two weeks when the leave is taken for the birth, adoption, or foster care placement of a child. However, the District shall grant a request for leave of less than two weeks duration on any two occasions within one year of the qualifying event. In addition, leave taken for the birth, adoption, or foster care placement of a child must be completed within **one year** of the qualifying event.~~

~~Where FMLA/CFRA leave is taken for the serious health condition of a parent, child, spouse or registered domestic partner or for the serious health condition of the employee, leave may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.~~

### **D.13 (B)(6): Workers' Compensation Leave**

#### **D.13 (B)(6)(i): Eligibility**

An employee who in the performance of ~~their~~~~his or her~~ District job duties incurs a job related injury or illness that qualifies the employee for Workers' Compensation

temporary disability benefits (i.e. a “compensable claim”) will be placed on Workers’ Compensation leave. FMLA and CFRA entitlements will run simultaneously with such leave. An employee who is injured or suffers an illness on the job must report the injury or illness immediately to ~~their~~ supervisor. If another employee learns of the injury or illness and that the injured or ill employee is unable to report the condition, the other employee shall immediately report the illness or injury to ~~their~~ supervisor.

**D.13 (B)(6)(ii): Certification**

The method and requirements for verification of the basis for the Workers’ Compensation leave shall be as allowed or required pursuant to the State of California’s Workers’ Compensation laws. Medical certification that the employee is released and able to return to work and perform the essential tasks of ~~their~~ regular position without limitation or with limitations that the District can reasonably accommodate pursuant to the District’s Modified Duty Policy (D.13(B)(3)) is required before the employee will be permitted to return.

**D.13 (B)(6)(iii): Duration**

The employee will be retained on work-related medical leave status until one of the following circumstances occurs:

1. The employee is released to work with no restrictions;
2. The employee is released to work with some restrictions, and work is offered by the District, which is consistent with those restrictions;
3. Medical evidence establishes that the employee is permanently unable to return to usual duties; or
4. The employee informs the District of the intent not to return to work (either by directly communicating this intent to the District or by actions inconsistent with intent to return, such as moving out of the area or accepting other employment).

An employee returning to work must provide the District with reasonable advance notice of release to return. The employee must also provide a health care provider’s statement indicating fitness to perform the former duties. An employee returning to work will be returned to the former position, if available. If such position is not available, the employee will be offered another position for which the employee is qualified, if one is available.

**D.13 (B)(6)(iv): Benefits**

Employees sustaining a job-related injury or illness may be entitled to a combination of benefits from any accumulated paid leave, the District’s workers’ compensation carrier, and the District’s short-term and long-term disability plans. These benefits, if any, will

be paid in accordance with the provisions of the benefit's respective plans. In no event will the benefits received by the employee exceed [their/his/her](#) regular rate of pay as of the date of the job-related injury or illness.

Benefits such as vacation and sick leave will not accrue while on a workers' compensation leave. Medical insurance premiums while on leave will be treated in the same manner as with other medical leaves of absence.

#### **D.13 (B)(6)(v): Use of Accrued Leave**

Vacation, holiday, and sick leave benefits, which the employee uses during the leave, will be coordinated with workers' compensation benefits; such that the total amount received by the employee will not exceed [their/his/her](#) regular wages.

#### **D.13 (B)(7): Bereavement Leave**

If an employee's immediate family member (child, [step-child](#), parent, [parent in-law](#), [grandparent](#), [sibling](#), spouse, or registered domestic partner) dies, the employee will be granted up to three (3) days of paid funeral leave to arrange for and attend the funeral or memorial service. The District Manager may also approve the employee's use of accumulated compensatory time off, vacation, or holiday time to attend to estate related matters.

#### **D.13 (B)(8): Jury and Witness Duty**

An employee summoned for jury or witness duty must immediately notify the District Manager, and provide [him/her](#) a copy of the documentation verifying the duty. While serving on a jury or as a witness, the employee will be given a paid leave of absence for the duration of the duty. The District will continue paying for benefits, [and](#) vacation and sick leave will continue to accrue. The employee must return to work each day upon dismissal from duty to complete [their/his/her](#) remaining normal workday, if feasible.

#### **D.13 (B)(9): Military Leave**

The rights of an employee who is a member of the U.S. Armed Forces called to perform required military duty, including but not limited to compensation, benefits, seniority, and rights of return, shall be governed by applicable state and federal law. [The District will pay the employee's salary for up to 30 days while on \[Military Leave\]\(#\).](#)

#### **D.13(C): Miscellaneous Leaves**

Employees may occasionally need time off to address certain matters that are regulated by law. The District will comply with its legal obligations to provide employees time off, where necessary, to perform military duty or fulfill other commitments. Time off that is provided under this policy will ordinarily be unpaid except where the law requires that the time be paid.

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**D.13(D): COVID-19 Pandemic Related Policies - Leaves**

In the interest of protecting the health and safety of the District's employees, the District will ~~in compliance with applicable~~ Center for Disease Control (CDC), CalOSHA, California Department of Public Health (CDPH), and other local, state, and federal regulatory agency protocols, recommendations and/or requirements, and the District ~~will be taking every precaution to reduce the risk of exposure to a virus, such as COVID-19.~~ Guidelines, protocols and policies change rapidly as new information emerges on how to stop the spread of this virus, and other potential new health and safety risks.

Additionally, ~~t~~The District shall thus ~~adheres to its~~ Pandemic COVID-19 Prevention Program, located on the District's website at ~~COVID-19 Prevention Program~~ (~~westbaysanitary.org~~) which contains the most up-to-date information and policies, including protocols such as face covering, social distancing, hygiene, testing requirements.

If an employee is required to stay home for a Pandemic COVID-19-related illness and/or exposure, and the employee is unable to perform their work at home, the employees may be granted paid administrative leave, at the discretion of the District Manager, for up to 10 days and 1 occurrence of possible exposure. The above leave may apply until the ~~-~~pandemic ceases to exist.

Employees may be eligible for additional paid or unpaid sick leave, or other benefits as consistent with applicable state or federal law.

The District reserves its rights to implement and modify workplace protocols consistent with state and/or federal law in the interest of the health, safety and welfare of its employees and on the operational needs of the District.

Need to post this on website if not there already:

Information on SB95 (employers with more than 25 employees) — 2021 COVID-19 CA Supplemental Paid Sick Leave. This law is codified in Labor Code Sections 248.2 and 248.3, and went into effect on March 29, 2021, and applies retroactively to January 1, 2021 and ends September 30, 2021. It enables employees to be paid sick leave related to COVID-19 and employers may be eligible for the applicable tax credit. An employer must provide a new bank of paid sick leave of up to ten days for full-time employees (80 hours) (Part-time employees' number of supplemental sick leave hours depends on hours worked in the 6 months prior to the sick leave request) to be used for:

- Caring for Yourself: The covered employee is subject to a quarantine or isolation period related to COVID-19 (see note below), or has been advised by a healthcare provider to quarantine due to COVID-19, or is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

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## **SECTION E: Amendments**

These Personnel Policies may be amended at any time by the District Board, with or without advance notice to employees, unless subject to any obligation to meet and confer with any recognized bargaining unit. Employees will be provided a copy of any amendments.

For employees whose terms and conditions of employment are covered by a Memorandum of Understanding, these Personnel Policies are not intended to supersede or override any provision set forth by the Memorandum of Understanding. In the event of any conflict or inconsistency between the provisions of this Personnel Policy and the provisions of an applicable Memorandum of Understanding, the Memorandum of Understanding shall apply and in accordance with applicable law.



***PERSONNEL POLICIES***

***RESOLUTION 21xx (2021)***

**Adopted by the District Board, May 12, 2021**

# West Bay Sanitary District Personnel Policies

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Definitions:

Human Recourses: Personnel and Accounting Specialist

Manager: Department Head

Supervisor: Immediate Supervisor/Manager

District Manager: District Manager

Union Represented Employees: Employees Represented by Local 350 Union

Non-Represented Employees: Employees Not Represented by Local 350 Union

Exempt Employees: Management Employees

Safety Coordinator: Water Quality Manager or Operations Superintendent

## **SECTION A: GENERAL POLICIES**

### **A.1: Equal Employment Opportunity and Prohibition of Harassment and Discrimination Policy**

#### **A.1 (A): Purpose**

The purpose of this policy is to confirm that the West Bay Sanitary District (the “District”) is an equal opportunity employer and is committed to maintaining a work environment free from unlawful discrimination, harassment, retaliation, and disrespectful or other unprofessional conduct for all its current and prospective employees, as well as, persons providing services pursuant to a contract. “Persons providing services pursuant to a contract” means a person who meets the following criteria: (1) the person has the right to control performance of the contract for services and discretion as to the manner of performance; (2) the person is customarily engaged in an independently established business; and (3) the person has control over the time and place the work is performed, supplies the tools and instruments used in the work, and performs work that requires a particular skill not ordinarily used in the course of the employer’s work.

This Policy:

- Confirms the District’s commitment to Equal Employment Opportunity;
- Confirms the District’s commitment to prohibit and prevent discrimination, harassment, retaliation, and disrespectful or other unprofessional conduct in the workplace; and
- Provides a complaint and investigation procedure to resolve complaints of alleged discrimination or harassment in violation of the law or this Policy.

#### **A.1 (B): Equal Employment Opportunity**

It is the policy of the District to provide all current and prospective employees, as well as, persons providing services pursuant to a contract, with equal opportunity in employment without discrimination on the basis of: sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, race (including traits historically associated with race, including but not limited to, hair texture and protective hairstyles), religion (including religious dress and grooming practices), color, gender (including gender identity, gender expression, and transgender), national origin (including language use ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by law. This non-discrimination policy pertains to all aspects of employment with the District or the application for employment with the District, including, but not limited to, recruitment, selection, placement, assignment, training, transfer, promotion, evaluation, discipline, termination, compensation, and benefits. This policy also applies at all District locations, work sites, District-sponsored social or other events, as well as, activities at which the employee represents the District.

## **A.1 (C): Harassment Prevention**

The District's policy prohibiting harassment applies to all persons involved in the operation of the District. The District prohibits harassment, disrespectful or unprofessional conduct by any employee of the District, including agency officials, supervisors, managers, and other District staff. The District's harassment prevention policy also applies to vendors, suppliers, customers, independent contractors, interns (paid or unpaid), volunteers, persons providing services pursuant to a contract, and other persons with whom one may come into contact while working.

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

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

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

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

In addition to discriminatory harassment based on a Protected Basis, the District prohibits acts of abusive conduct and bullying. A safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees.

### **Abusive Conduct**

Under the California Fair Employment and Housing Act (California Government Code 12950.1(h)(2)), abusive conduct is defined as "conduct of an employer or

employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating, humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious."

## **Bullying**

Bullying is repeated, health harming mistreatment of another employee. Examples of prohibited bullying include but are not limited to screaming; swearing; name calling; stealing; giving dangerous work assignments against established safety guidelines; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit.

Generally, bullying involves:

- Written, verbal, graphic, or physical acts (including electronically transmitted content, such as using the Internet, a cell phone, a personal digital assistant (PDA), or a wireless handheld device);
- Behavior that substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work;
- Behavior that adversely affects an employee's ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage harassment, abusive conduct, and bullying, the District also prohibits both active and passive support for these acts. Employees should either walk away from these acts when witnessed or attempt to stop them. In either case, employees should report incidents to a manager or supervisor, or to Human Resources. Those who engage in harassment, abusive conduct, bullying, or retaliation for complaints about harassment will be subject to appropriate discipline up to and including termination of employment.

## **A. (D): Complaint Procedure**

Complaints or reports of harassment or discrimination should be directed to the employee's immediate supervisor, any supervisor or manager within or outside of the employee's department, Human Resources, or the District Manager as soon as possible after the incident-giving rise to the complaint. If the complaint involves the employee's District Manager, the complaint may be directed to the President of the District Board. Complaints may be presented orally or in writing. It is recommended that complaints be submitted in writing and be signed by the complainant, as anonymous written complaints may prevent the District from a full and thorough investigation. Complainants should be prepared to provide all known details of the incident or incidents, names of individuals involved, and names of any witnesses. Grievance Procedures will be followed according to the applicable Memorandum of Understanding (MOU) with the union represented group.



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

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

When the District receives allegations of misconduct, it will promptly investigate the facts and circumstances of the complaint. The District may, as appropriate, assign a qualified and impartial investigator to undertake a fair, timely, thorough, and objective investigation of the allegations in accordance with all legal requirements. The District will reach reasonable conclusions based on the evidence collected.

The District will maintain confidentiality to the extent possible; however, the District cannot guarantee complete confidentiality. The District's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know. All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation. Employees represented by a bargaining unit shall have the right to request that their union representative be present during an investigation, in accordance with the Memorandum of Understanding and/or other applicable rules.

Complaints will be:

- Responded to in a timely manner;
- Kept confidential to the extent possible;
- Investigated impartially by qualified personnel in a timely manner; the right to have a representative present during the investigative interview will be provided to the accused employee(s), as disciplinary action could result from the investigation;
- Documented in a report and tracked for reasonable progress;
- Given appropriate options for remedial action and resolution; and
- Closed in a timely manner and have findings/conclusions timely communicated to the Parties involved.

At the conclusion of the investigation, the investigator shall report his/her findings in writing to Human Resources and the District Manager. The District Manager will make the final determination regarding the complaint (unless the complaint involves the District Manager), and what corrective action, including discipline, if any, is appropriate. The complainant and alleged perpetrator and/or harasser will be notified of the District's determination, and depending on the circumstances and interests involved, the results of the investigation.

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

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

Applicants or employees may also file a complaint with a government agency such as the following:

Dept of Fair Employment & Housing  
39141 Civic Center Dr. Suite 250  
Fremont, California 94538  
www.dfeh.ca.gov  
1-800-884-1684  
Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

EEO Commission  
450 Golden Gate Ave, 5 West  
PO Box 36025  
San Francisco, California 94102-3661  
1-800-669-4000  
web: <https://publicportal.eeoc.gov>

### **A.1 (E): Appeal of Determination**

Any employee who files a complaint of discrimination, or harassment, retaliation, and disrespectful or other unprofessional conduct, or is charged with acting in violation of these policies may appeal the determination to the District Board. Such appeal shall be conducted in accordance with Section C – Standards of Conduct, subsection C.5 (C) Hearing Procedure - Appeal of Determination Related to Discrimination/Harassment.

### **A.1 (F): Independent Contractors**

Contracts with the District, which contain an equal opportunity employment/non-discrimination clause, shall also include language requiring those contractors to be responsible for ensuring that effective policies and procedures concerning the prevention of harassment exist in their companies.

### **A.2: Injury Prevention Program**

It is the District's goal to have a safe and healthful workplace. To that purpose we have implemented the Injury & Illness Prevention Program (IIPP) that is outlined in a separate document. A copy of the District's Injury & Illness Prevention Program is kept by the District's Safety Coordinator and is available for inspection and/or copying by the District's employees during normal business hours.

The District will do everything within its control to assure a safe environment, and will comply with federal, state and local safety regulations. Employees are expected to obey safety rules, follow established safe work practices, and to exercise caution in all their work activities. Employees under the influence of any medication, prescribed or otherwise, which may affect their ability to work safely, shall not report for work. Failure to comply with these safety rules will result in disciplinary action up to and including discharge.

All employees are expected to immediately report any unsafe conditions to their immediate supervisor or the District Manager. Working together, we can succeed in having a safe and healthful workplace from which we all will benefit.

### **A.3: Personnel File**

The District will maintain an official personnel file for each employee. Employee's shall inform Human Resources of any changes in personal information, such as home address, home telephone number, number of dependents for tax withholding purposes, and person(s) to notify in case of an emergency.

### **A.4: Confidentiality of Personnel Records**

Except as provided in Section **A.5**, information contained in an employee's personnel file will be disclosed only to persons with a need to know and to outside third parties only pursuant to a proper legal request. Responses to credit or employment references will be limited to verification of name, position, title, dates of employment and salary range, unless the employee authorizes otherwise in writing. The home address and phone number of an employee will not be released except on the written authorization of the employee or due to reporting requirements of law enforcement or other regulatory agencies.

### **A.5: Reference Checks**

Reference checks regarding current or former employees must be directed to Human Resources. Unless the current or former employee signs an authorization and release regarding the disclosure of specific further information, the only information that will be disclosed is the employee's current or final job title, dates of employment, and current or final rate of pay.

### **A.6: Access to Personnel File**

An employee, upon request to Human Resources may, during normal business hours, inspect their official personnel file. The District shall monitor the employee's inspection of their personnel file to ensure that nothing is removed, destroyed, or altered. Employee requests for photocopies of any personnel file materials to which the employee is entitled will be directed to Human Resources.

### **A.7: Disposition of District Property**

The District Manager may place certain items of District property for sale as the Board finds the items are no longer necessary for District purposes and allow employees, or others, to submit bids thereon provided, however, that employees shall not be entitled to any preference or advantage in purchasing such items. Such property shall be posted for sale with a reasonable minimum bid, as determined at the District's discretion. Payment in full shall be made at the time of sale.

### **A.8: Disability and Reasonable Accommodation Policy**

The Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA) prohibit employment discrimination based on a person's disability, perceived disability or history of disability. The FEHA is a California state law enforced by the Department of Fair Employment and Housing (DFEH). The ADA is a federal law enforced by the Equal Employment Opportunity Commission (EEOC). In some cases, the FEHA is more protective than the ADA. As a California Employer, if there is a difference between the ADA and FEHA, the District must meet the more protective requirements.

The ADA and FEHA require employers to provide reasonable accommodation to individuals who have a known medical condition, physical disability or mental disability where accommodation is needed to (1) enable an individual to be considered for a job, (2) enable an individual to perform the essential functions of the job, or (3) enable an individual to enjoy equal benefits and privileges of employment. The FEHA also requires employers to engage in a timely, good faith interactive process with an employee or applicant who requests reasonable accommodation.

This Policy identifies the District's plan to meet the requirements of the ADA and FEHA, and any other related state or federal laws. This policy provides a framework to discuss disability-related concerns and provides for an interactive process to discuss accommodation.

This Policy applies to all employment practices such as: recruitment, firing, hiring, training, job assignments, promotions, pay, benefits, layoff, leave, and all other employment-related activities.

#### **A.8 (A): Individuals Covered by the ADA and FEHA**

A person covered is someone who:

1. Has an actual physical or mental disability or medical condition;
2. Has been perceived to have a disability;
3. Has had a record or history of a disability;
4. Is being regarded or treated as having or had a disability.

## **A.8. (B): Definitions**

The following definitions are provided solely as a guide to assist in the interpretation and application of this Policy. Further detail is set forth in the [American with Disabilities Act](#), the [California Fair Employment and Housing Act](#), [California Government Code section 12926](#), related federal and state laws and regulations, and cases interpreting those acts and regulations. The following definitions may be subject to change due to a change in applicable law.

### **I. Mental Disability**

Mental disability includes, but is not limited to, the following:

Having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity.

"Mental disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

### **II. Physical Disability**

Physical disability includes, but is not limited to, the following:

Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine, which limits a major life activity.

A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.

"Physical disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

### **III. Medical Condition**

Medical condition means either of the following:

(1) Any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer; or

(2) Genetic characteristics. For purposes of this section, "genetic characteristics" means either of the following

(a) Any scientifically or medically identifiable gene or chromosome, or combination or alteration thereof, that is known to be a cause of a disease or disorder in a person or his or her offspring, or that is determined to be associated with a statistically increased risk of development of a disease or disorder, and that is presently not associated with any symptoms of any disease or disorder.

(b) Inherited characteristics that may derive from the individual or family member, that are known to be a cause of a disease or disorder in a person or his or her offspring, or that are determined to be associated with a statistically increased risk of development of a disease or disorder, and that are presently not associated with any symptoms of any disease or disorder.

#### **IV. Limits A Major Life Activity**

"Limits" shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity. A mental, psychological or physiological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult. "Major life activities" shall be broadly construed and shall include physical, mental, and social activities and working.

#### **V. Qualified Individual with a Disability**

A person who (1) satisfies the job-related requirements for the position; and (2) is able to perform the essential functions of the position with or without reasonable accommodation.

#### **VI. Essential Functions**

Essential functions are the job duties that are fundamental to the position. Factors to consider in determining if a job function is essential include:

- Whether the reason the position exists is to perform that function
- The number of other employees available to perform the function or among whom the performance of the function can be distributed
- The degree of expertise or skill required to perform the function, and whether the function is specialized, and the individual is hired based on the ability to perform it.

Evidence of whether a particular function is essential includes, but is not limited to, the following:

1. The District's judgment as to which functions are essential.
2. Written job descriptions prepared before advertising or interviewing applicants for the job.
3. The amount of time spent on the job, performing the function.
4. The consequences of not requiring the incumbent to perform the function.
5. The terms of a collective bargaining agreement.
6. The work experiences of past incumbents in the job.
7. The current work experience of incumbents in similar jobs.

## **VII. Reasonable Accommodation**

The District is required to provide reasonable accommodation for the known disabilities of a qualified employee or applicant to (1) enable the individual to be considered for a job; (2) enable the individual to perform the essential functions of his or her job; or (3) enable the individual to enjoy equal benefits and privileges of employment. The District is not required to provide an accommodation that would be an undue hardship or that would present a direct threat to the employee/applicant or others.

A reasonable accommodation may include, but is not limited to, the following:

1. Changing job duties
2. Providing leave for medical care
3. Changing work schedules
4. Relocating the work area
5. Providing mechanical or electrical aids

If a qualified individual with a disability or medical condition can perform the essential functions of a position, with or without accommodation, the District is required to provide a reasonable accommodation unless the accommodation would represent an undue hardship to the District's operation or would present a direct threat to the employee or to others.

## **VIII. Undue Hardship**

An accommodation poses an undue hardship when it requires significant difficulty or expense. Significant difficulty or expense is determined by evaluating several factors including, but not limited to the nature and cost of the accommodation; the overall

financial resources of the District and impact on District operations; the overall size and financial resources of the District; and the nature of the District's operations.

## **IX. Direct Threat**

An individual who, because of a disability, poses a direct threat to the health or safety of the individual or other persons, even with a reasonable accommodation, is not a qualified individual with a disability.

A direct threat is a significant risk of substantial and imminent harm, which cannot be eliminated or reduced to an acceptable level by reasonable accommodations.

A threat that is remote or theoretical is not sufficient to conclude that a person is not a qualified person with a disability.

The assessment of whether or not a person poses a direct threat must be made on a case-by-case basis considering the following factors: duration of the risk; nature and severity of the potential harm; the likelihood that the potential harm will occur; and the imminence of the potential harm.

### **A.8. (C): Notice of Disability**

The employee/applicant is responsible for notifying their Supervisor, Manager, or Human Resources that employee/applicant has a disability or medical condition which requires reasonable accommodation. Notice of a disability may come in the form of:

1. The employee/applicant's direct statement to their Supervisor, Manager, or Human Resources that they are unable to perform a duty that is part of the job because of a disability;
2. The employee/applicant's direct request for an accommodation to the Supervisor, Manager, or Human Resources or
3. The Supervisor's, Manager's, or Human Resource's receipt of information regarding an employee/applicant's disability or need for accommodation.

### **A.8. (D): Requesting an Accommodation during Recruitment**

The District will include a statement on all applications and recruitment packages indicating the availability of reasonable accommodation in the application process with instructions to applicants on the method for requesting reasonable accommodation.

When a qualified disabled applicant requests an accommodation, Human Resources staff will confer with the applicant on the type of accommodation(s) they need. When the applicant's disability is not obvious or known; or when additional medical clarification is needed; appropriate documentation of the disability, limitations, and the needed accommodation will be sought from the applicant. Given the time sensitivity of the



recruitment process, Human Resources staff will move as quickly as possible to make a decision, and if appropriate, provide an accommodation.

#### **A.8. (E): Requesting an Accommodation during Employment**

Requests for reasonable accommodation do not have to be in writing and can be requested in a face-to-face conversation or using any other method of communication. A duty to provide a reasonable accommodation arises when the employer knows of the employee's disability. While the employer undoubtedly becomes aware of the disability when the employee directly informs the employer, the duty is also triggered if the employer learns of the disability from someone else or by observation. Once the employer knows of the disability, the employer must enter into the interactive process with the employee to determine an appropriate accommodation.

The District may require documentation from an appropriate medical provider which identifies:

1. The physical or mental limitations imposed by the disability or medical condition; and
2. For each limitation, the expected duration and whether it is permanent or temporary.

If the need for accommodation is temporary, the District will consider whether temporary transitional duty is appropriate. If the need for accommodation is permanent, the parties will discuss permanent accommodation.

#### **A.8. (F): The Interactive Process**

When a request for accommodation is made, Human Resources and the individual requesting an accommodation will engage in a good faith interactive process, as consistent with applicable laws, rules and/or MOU, to determine what, if any accommodation shall be provided. Subject to applicable rules and MOU, employees will have a right to a representative of their choice involved during the interactive process. Employees/applicants and the District must communicate with each other about the request, the process for determining whether an accommodation will be provided, and the potential accommodations. The District encourages verbal dialogue with the individual requesting accommodation, as well as written communications. During the interactive process, the employee/applicant and the District may discuss a variety of possible accommodations. Two-way communication is essential to this process. Applicants, employees, managers, and supervisors are encouraged to contact Human Resources at any time during this process to request assistance or advice.

While each request for accommodation is unique and individual cases vary, steps to be taken in the Interactive Process may include, but are not limited to the following:

1. Obtain information from the individual and the individual's medical provider regarding the limitations caused by the disability or medical condition and the need for accommodation. If the report of the employee's/applicant's medical provider is inadequate, incomplete, or conflicts with other information obtained, the District may ask the employee/applicant to obtain further information from the medical provider or may refer the employee to a physician of the District's choice, at the District's expense.
2. In consultation with the employee/applicant, identify all possible accommodation(s) which would enable the applicant/employee to be considered for the position at issue, perform the essential functions of the position at issue, or otherwise enjoy equal benefits and privileges of employment.
3. In consultation with the employee/applicant, assess the reasonableness of each accommodation in terms of effectiveness and equal opportunity for the employee/applicant.
4. Implement the accommodation most appropriate for both the employee/applicant and the District. It should be understood that the District does not have to provide the accommodation preferred by the employee/applicant or their medical provider. The District has the ultimate discretion to choose amongst the accommodations, so long as the chosen accommodation is reasonable and effective. If one accommodation costs more or is more burdensome than the other, the District may choose the less expensive or less burdensome accommodation, or one that is easier to provide.

### **Current Employees Only**

If a qualified employee with a disability or medical condition cannot perform the essential functions of their current position, with or without accommodation, but may be qualified to perform the essential functions of a different position, the District will explore reassignment to a vacant position. Reassignment to another position is only made to vacant, funded positions. Efforts will be made to find a vacant position. If a suitable position does not exist within the employee's current department, Human Resources will conduct a District-wide job search and consider alternatives, transfer, and voluntary demotion. Promotions, creation of new positions, or displacement of other employees are not a required part of the reasonable accommodation process.

### **A.8. (G): Confidentiality**

Human Resources shall maintain all medical information obtained in the disability accommodation process in a locked file that is stored separate from the employee's personnel file in compliance with applicable law.

The District will maintain confidential medical information, as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) .

### **A.8. (H): Responsibilities**

- I. Applicant:** Must advise Human Resources if they wish to request an accommodation during the recruitment, testing, or selection process.
- II. Employees:** An employee may initiate a request for reasonable accommodation orally or in writing to their supervisor or manager or Human Resources. The accommodation request must adequately communicate that an adjustment or change at work is needed because of a disability or medical condition, and whether the restriction is temporary or permanent, and must usually provide medical documentation to support the request.
- III. Manager/Supervisors:** Managers and Supervisors are responsible for being familiar with and understanding this policy and for consulting with Human Resources on accommodation issues and the interactive process.
- IV. District Manager and Human Resources:** Are responsible for the overall coordination of this policy.

### **A.8. (I): Complaint Resolution**

If the employee/applicant is not satisfied with the outcome of the interactive process they have the option to make an informal complaint with the District Manager or file a formal complaint with the District's Board of Directors.

If the employee/applicant believes they have been discriminated against because of a disability, they may file a complaint as identified under section A.1 (D) of the Equal Opportunity Employment and Prohibition of Harassment and Discrimination.

### **A.9: Whistleblower Protection Policy**

#### **Purpose**

All District employees operate under the requirements of numerous policies and State and Federal laws and regulations governing employee activities. The collective requirements of all of these laws, regulations, and policies create an environment of high standards for all District employees in the performance of their duties.

The purpose of this policy is to:

1. Establish an alternative process for reporting employee misconduct; and
2. Confirm the District's commitment to protecting whistleblowers from harassment or retaliation.

This policy is not intended to replace any of the existing procedures that are currently in place for reporting issues of employee misconduct or contractual grievances. All existing procedures for reporting employee misconduct and contractual grievances remain available in conjunction with the implementation of this policy.

### **Definitions**

- Employee—any regular, temporary, or contracted employee of the District.
- Employee Misconduct—any employee action which specifically violates any employee responsibility defined in District policies, ordinances, and contractual agreements, as well as any State and Federal laws or regulations.
- Whistleblower—any employee reporting an allegation of employee misconduct.

### **Policy**

Employees are encouraged to address allegations of employee misconduct at any level. This would typically include reporting the violation to the employee's Supervisor, Manager, or the District Manager. Employees who are not comfortable reporting employee misconduct to available Supervisors, Managers, or the District Manager may elect to report the allegation of misconduct to the Board of Directors for appropriate referral and follow-up.

Reports may be done verbally or in writing. Reports may be anonymous, although follow-up and investigation may be limited in some situations when the reporting party is not identified.

An employee who reports an allegation of employee misconduct shall not be subject to harassment or retaliation. Any employee who retaliates against another employee who has reported an allegation of misconduct will be subject to discipline up to and including termination of employment. Employees who knowingly file a false report of employee misconduct may also be subject to discipline up to and including termination of employment.

### **California Whistleblowers Protection Act**

The District complies with the California "Whistleblowers Protection Act". The specific provisions of the Act are contained in Sections 1102.5 through 1106 of the California Labor Code. The Act protects employees when reporting any violations of State or Federal laws or regulations and requires the California State Attorney General to maintain a Whistleblower Hotline (800-952-5225) for accepting reported violations. A notice describing the Whistleblower Hotline is posted in workplaces throughout the District in compliance with the Act.

## **SECTION B: EMPLOYMENT PRACTICES**

### **B.1: Status of Employees**

#### **B.1 (A) Initial Employment Period**

All regular full-time and part-time employees are on an initial employment period during the first year (12 months) in any position, or as otherwise specified in a Memorandum Of Understanding (MOU) between the District and the affected bargaining unit.

During the first six months of the initial employment period, employees will accrue paid vacation and sick leave benefits but are prohibited from using paid vacation time until six months of the initial employment period is completed.

Note: Represented employees follow MOU guidelines concerning Probationary Periods.

#### **B.1 (B): Employment at Will**

All unrepresented employees of the District are, during the entire course of their employment, and both during and after any initial employment period, at-will employees. This means that either the employee or the District, through the District Manager, can terminate the employment relationship at will, at any time, with or without cause and with or without advance notice. This arrangement is called "employment at-will" and no employee or representative of the District, other than the District Board, has the authority to alter this policy, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. The President of the District Board or the District Manager can only enter into a written employment agreement that is approved by the Board of Directors and signed by both the President of the District Board and the specific employee. However, at-will employment does not allow for any employment actions toward an employee that may be discriminatory or otherwise compromise basic employment rights under state and federal law.

#### **B.1 (C): Constructive Resignation**

Any employee who is absent from work for a period of five consecutive working days without approval of the District Manager shall be considered to have resigned their employment with the District. The District will communicate its understanding of the employee's resignation in writing to the affected employee. The District Manager may reinstate an employee if, in the District Manager's judgment, the employee provides a satisfactory explanation for the unauthorized absence.

### **B.1 (D): Part-Time Appointments**

The workweek and workday of an employee holding a position under part-time appointment ("part-time employee") will be specified by the District Manager and will be any period of time less than 40 hours per workweek. Part-time employees do not accrue vacation or receive paid holidays. Part-time employees will accrue sick leave per Healthy Workplaces/Healthy Families Act 2014 (see section D.13.B-1). Part-time employees will not be eligible for retirement programs unless qualified under PERs, health insurance, dental insurance, life insurance, and accidental death and dismemberment insurance, unless otherwise required by these plans.

### **B.1 (E): Temporary Appointments**

Employees may be appointed on a temporary basis to perform work that will last a short period of time, not to exceed 6 consecutive months within one fiscal year. Temporary employees will not accrue vacation or receive paid holidays; nor will they receive any other benefits specified in this Policy, except as may be required by law. Temporary employees will accrue sick leave per state law (see section D.13.B-1).

### **B.1 (F): Funded Appointments**

Whenever funding is made available to the District by another public agency for a particular program project, the District may use such funding to appoint employees. Funded appointments shall receive no benefits except as specified by the terms and conditions governing the particular program or project so funded, or state or federal law, and shall end upon expiration or the term of such particular program or project, or upon the termination of funding therefore, or upon termination of the employee pursuant to Section **B.1 (B)**, whichever occurs sooner.

### **B.1 (G): Contract Appointments**

The District Manager may employ any person by written agreement for specialized duties such as Department Heads or external consultants. These contract employment agreements are subject to the terms and conditions of the particular contract agreement and Board approval. The written agreement will specify all terms and conditions of the employment relationship, and, unless expressly incorporated by reference, the District's policies prohibiting discrimination and harassment as set forth in Section A.1 (B) which are applicable to all contract appointments, and are to be made an express term of the agreement consistent with Section A.1(F). District Counsel shall review the agreement for contract employment and is subject to the approval of the Board.

## **B.2: Classification of Positions**

Employees' exempt or non-exempt status is determined in compliance with federal law. Such laws describe the criteria for jobs to be classified as either non-exempt, requiring the payment of overtime, or exempt from overtime payment. The employee's eligibility or ineligibility for paid overtime is indicated in the job description/classification for the position the employee occupies under the designation of FLSA status "Exempt" or "Non-exempt." The job description is provided to the employee at initial District employment.

## **B.3: Recruitment, Selection and Promotion**

The District Manager will establish and implement recruitment, selection, and promotion procedures for the District. These procedures may vary depending on the position or positions to be filled and the needs of the District.

In additional support of policy section B.14 "Nepotism" No employee will in any way participate or attempt to influence decisions about any personnel matter, which may directly affect the selection, appointment, promotion, termination, or other employment decision regarding a "close relative." For the purpose of this policy, a "close relative" is defined as husband, wife, mother, father, son, daughter, sister, brother, nephew, niece, mother or father in-law, brother or sister in-law, grandchild, grand parent or step-relatives.

## **B.4: Additional Assignments, Transfers**

Employees may on occasion be required to perform duties, which are not listed in their position descriptions. In addition, employees may be assigned to perform work in an office or department of the District in which they do not normally work. Compensation for temporary transfers will be provided as prescribed in the MOU, if applicable.

## **B.5: Abolition of Positions and Reductions in Force**

At its sole discretion, the District may decide to abolish one or more positions, or restructure or reduce its workforce. Factors, which the District may use in abolishing positions and/or selecting employees for layoff, include, but are not limited to, accomplishment of the District's objectives, budgetary constraints, operational requirements, employee work performance, and length of service.

## **B.6: Workweek**

The regular workweek for full-time employees will consist of 40 hours per week. Workweeks and workdays may be scheduled for the convenience and efficient operation of the District without regard to calendar days or calendar weeks.

## **B.7: Paydays**

All employees of the District generally are paid regular wages on a bi-weekly basis (every other Friday) for work performed during the bi-weekly period ending seven days prior to pay day (previous Friday). If a regular pay day falls on a holiday, employees will be paid on the preceding workday.

## **B.8: Advancement of Wages**

Employees, whose approved vacation or holiday absence will incorporate the pay day Friday, may request their regular paycheck prior to the authorized absence. The District Board must specifically approve all other requests for advancement of wages.

## **B.9: Hours of Work**

The District Office is normally open for business Monday—Friday, between the hours of 8:00 a.m. and 4:00 p.m.

Supervisors will assign individual work schedules for employees they supervise. Employees are generally required to work an 8-hour day. All employees are expected to be at their desk, work stations, or work locations, at the start of their scheduled shifts, ready to perform their work.

Non-exempt employees are required to take a mid-day meal period of at least 1/2 hour at a time as may be assigned by the supervisor. Employees are allowed 15-minute rest periods for every 4 hours of work or major portion thereof. Your supervisor may schedule your meal and rest periods.

### **B.9. 1. “9/80” Work Schedule Authorization**

A regular employee whose regular shift schedule consists of forty (40) hours of work, Monday through Friday between 6:45AM and 7PM, inclusive, may, in lieu of such schedule, be authorized to work a schedule consisting of nine-days, eighty (80) hours per two week work cycle (“9/80 schedule”) if, in the District Manager’s judgment, such schedule would best serve the District’s interests.

#### **B.9.1(a). “9/80” Work Schedule Defined**

The 9/80 work schedule consists of fourteen day repeating work periods, each period consisting of nine (9) work days, eight of which consist of nine (9) hours of regularly scheduled work and one of which consists of eight (8) hours of regularly scheduled work. In the half of the fourteen (14) day work cycle in which the employee is scheduled to work the eight (8) hour day, the employee will also work four (4) nine (9) hour days. In the other half of the fourteen (14) day work period, the employee will work four (4) nine (9) hour days.



### **B.9.1(b). Calculating Overtime/Designation of FLSA Work Week**

For purposes of determining overtime eligibility for an employee on the 9/80 schedule, the FLSA and contract overtime work week are designated to begin at the end of the regularly scheduled eight (8) hour day and end of the last (fourth) regularly scheduled nine (9) hour day, in the following week to ensure that the fourteen day work cycle contains eighty (80) regularly scheduled hours of work. For non-exempt employees on the 9/80 schedule, only authorized work performed in excess of the regularly scheduled work day or designated work week will be compensable at the overtime rate of one and one-half the employee's regular rate of pay.

### **B.9.1(c). Holidays on 9/80 Work Schedule**

Eligible employees on a 9/80 schedule will continue to receive eight (8) hours of holiday pay (or credit in the case of floating holidays) as though they remained on a traditional five day, eight hour per day work schedule, and must use an hour of floating holiday, vacation, or compensatory leave on holidays on scheduled nine (9) hour days.

[Example: if a holiday falls on what would otherwise be a nine (9) hour workday and the employee performs no work, the employee will be paid eight (8) hours of holiday pay. However, the employee will be required to use either one (1) hour of vacation, floating holiday, or compensatory leave to cover the ninth (9th) hour.

### **B.9.1(d). Other Leave Days Affected by 9/80 Day Off**

If the employee on a 9/80 work schedule uses authorized vacation leave, sick leave, or compensatory time off, the employee must use the number of hours which corresponds with the number of hours the employee is scheduled to work on that day, less any hours actually worked on that day. [Example: If the employee is absent due to the employee's illness for the entirety of a scheduled 9-hour work day, they will be charged nine (9) hours of sick leave (or other leave if sick leave is exhausted). If the employee is absent due to the employee's illness for the entirety of a scheduled eight (8) hour work day, the employee's sick leave account (or other leave account if sick leave is exhausted) will be charged eight (8) hours.]

### **B.9.1(e). Vacation and Sick Leave Accrual**

The employee on a 9/80 schedule will continue to accrue vacation leave and sick leave as though the employee were on a five day, eight hour per day work schedule.

## **B.10: Reporting of Absences and Illnesses**

Employees must make every effort to notify their supervisor as early as possible prior to an anticipated absence or illness. Employees should telephone their Supervisor, Manager, or the District Manager, no later than the regularly scheduled start time for the employee's work shift of the day the employee needs to be absent, unless it is

impossible to do so due to the emergency nature of the absence or illness. Employees must provide a reason and the probable duration of the absence.

## **B.11: Compensation Schedule: Adjustments in Compensation**

### **B.11 (A): Compensation Schedule**

The rate of pay for each position with the District is established by resolution of the District Board. Such rate may consist of a range or rates of pay for each position, or a single rate of pay, as the District Board determines in its sole discretion.

### **B.11 (B): Adjustments in Compensation**

The District may, in its sole discretion, grant salary increases to full-time and part-time unrepresented employees. Regular full-time and part-time unrepresented employees are not eligible for salary increases until after the satisfactory completion of their Initial employment periods. Adjustments in compensation for represented employees shall be made in accordance with the terms of the MOU between the District and the affected bargaining unit.

### **B.11 (C): Performance Merit Pay program**

The District may grant an annual performance merit payment to any unrepresented employee or bargaining unit member, at its discretion. The District will determine, from time to time, the funds available, if any, for such merit payments and the criteria and performance levels required to qualify for such merit payments. The merit payments will be based on team performance and payments will be uniformly calculated based on the Board approved criteria.

## **B.12: Overtime; Compensatory Time Off; Administrative Leave**

### **B.12 (A): Overtime**

Non-exempt employees are paid at one and one-half times their regular rate for all hours worked in excess of their regular schedule or alternate 9/80 scheduled, as provided in the MOU, in any workday, and the first eight hours worked on the seventh consecutive day of work in a workweek. All employees will be paid at one and one-half times their regular rate for hours in excess of 80 hours in a bi-weekly pay period.

#### **B.12.1 (A): 40 hour/week Schedule Overtime**

Non-exempt employees working a regular scheduled eight (8) hour day, five days a week, are paid at one and one-half times their regular rate for any hours worked over eight (8) hours in one workday and any work in excess of 40 hours in any one work week.

### B.12.2 (A): 9/80 Schedule Overtime

Non-exempt employees on the 9/80 schedule, are paid at one and one-half times their regular rate for any hours worked in excess of nine (9) hours, when this is their regularly scheduled day, in excess of eight (8) hours, for the one eight hour day, and the first eight hours worked on the seventh consecutive day of work in a work week.

### B.12.3 (A): Double-time

Non-exempt employees are paid at double the regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked on the employee's second regularly scheduled day off when they worked on the first regularly scheduled day off.

It is the policy of the District to discourage overtime work. . All overtime work will be subject to the prior approval of an employee's Manager or District Manager, except when such work is required in an emergency to prevent loss of life, injury or damage to person or property, or to ensure the proper operation of the District's facilities. In the event of an emergency, employees must notify their Supervisor, Manager, or District Manager as soon as practicable to seek approval of overtime work.

### **B.12 (B): Call-Backs**

Non-exempt employees called back to work will be entitled to overtime compensation for such call-back time (excluding time spent going to and from work) if the call-back time causes the employee more than 8 hours of work in any work day or 40 hours in any work week or 9 hours of work and 80 hours bi-weekly for employees in the alternate 9/80 schedule. Employees called back to work for emergency services will be entitled to be compensated for a minimum of two hours of work for the call-back regardless of the actual length of time the call-back services require.

Initial call-back time commences when the employee writes their arrival time on the call worksheet. If the employee receives any additional calls for emergency service during the first hour of a call-back, those calls will be considered part of the initial call-back, and no additional minimum compensated time shall be triggered. However, if the employee receives a second call for emergency service after the first hour of a call-back, that service call will be considered to be a new call-back and the minimum 2-hour compensated time will again be triggered. If another call, or calls, comes in within the first hour of the new call-back, that service call will be considered to be part of the second 2-hour minimum.

Service that can be deferred until the following day will be accomplished the following day during normal working hours and no overtime will be allowed. If the following day falls on a weekend or holiday, the deferred service will be considered to be a normal call-back and the 2-hour minimum will apply.

The minimum call-back compensation referenced in the above paragraphs of this subsection 7.3.A is three (3) hours for calls received after 10 PM and before 5 AM.

At the employee's option, they may receive compensatory time off as compensation for call-back time in accordance with subsection **B.12 (C)** below.

### **B.12 (C): Compensatory Time Off for Non-Exempt Employees**

Instead of receiving overtime pay, non-exempt employees may, at their option, receive compensatory time off as compensation for overtime worked. Compensatory time off will accrue at the rate of one and one-half hours off for each hour of overtime worked, subject to the two-hour minimum for call-back time described in subsection **B.12 (B)** or three hours in subsection B.12(C).

The employee must agree in writing to receive compensatory time for which the compensatory time off is requested. No employee may accrue more than eighty (80) hours of compensatory time off at any point during employment. Overtime will be paid if an employee has reached the eight (80) hour maximum. An employee must obtain supervisory approval before using compensatory time off.

### **B. 12 (D): Time Sheets**

All employees are to record their hours worked and request time-off on the electronic timesheet for each pay period through the Attendance on Demand (AoD) portal.

Any time off absence request must be submitted through AoD for approval, in advance and by the end of the pay period. In the event that an employee is absent from work due to illness or injury, the absence request shall be submitted through the AoD portal as soon as possible upon return to work.

The electronic timesheet is to be approved by the employee and their Supervisor, Manager, or District Manager, by no later than the Monday following the end of the pay period.

### **B. 12 (E) : Administrative Leave**

The District Manager may grant, in the District Manager's sole discretion, up to 10 days of Administrative Leave per calendar year to Exempt Employees who are not eligible for overtime. The Administrative Leave is used to offset hours worked in addition to the employee's normal 40 hour work week.

### **B.13: Continuous Service with the District**

For initial, regular, and part-time employees in all classifications, length of continuous service with the District will be used as the basis for determining eligibility for benefits such as sick leave and vacation time.

Continuous service with the District will start with the date of initial employment and will continue until one of the following occurs:

1. An employee is discharged;
2. An employee voluntarily terminates his/her employment; or,
3. An employee is laid off.

Continuity of an employee's service will not be broken by absence for the following reasons, and their length of service will accrue for the period of such absence:

1. Absence by reason of industrial disability;
2. Authorized absence without pay for less than thirty (30) days in a calendar year;
3. Absence governed by applicable state and/or federal laws;
4. Pregnancy disability leave governed by 2Cal. Code Regs. § 7291.11(c).

#### **B.14: Nepotism**

The District has the sole discretion to decline to hire relatives of employees where actual or potential problems may arise regarding supervision, security, safety, morale, or where potential conflicts of interest exist. "Relatives" include: spouse, registered domestic partner, mother, father, son, daughter, sister, brother, nephew, niece, mother or father in-law, brother or sister in-law, grandchild, grand parent or step-relatives.

If two employees marry or become related, and the actual or potential problems described above exist, only one of the employees will be permitted to stay with the District unless changes can be made to eliminate the problems. The decision as to which relative will remain with the District must be made by the two employees within 30 calendar days of notification by the District. [If the employees do not decide, the District can a) discharge both; b) decide who to discharge; or c) the employee to be discharged can be determined by lot.

#### **B.15: District Vehicle Use and Cost Reimbursement**

##### **B.15 (A): District Vehicle Use**

This policy applies to employees who drive District vehicles, including to and from work.

A.1: During working hours, trips for personal purposes will be avoided. Occasionally, stopping at a store en route to a business destination, or going to a restaurant (within close proximity of your work location) for lunch is permitted. While going to or from work, occasionally stopping to buy de minimus items such as non-alcoholic beverage, medications, etc., is also permitted.

A.2: Other than the foregoing uses, District vehicles will not be used for any other personal purposes without prior written approval. This means that weekend or after-hours

trips to the store (regardless of how close to home), trips back to the office to retrieve forgotten personal items, or any other non-business usage will not be permitted.

A.3: District vehicles will not be used to transport any non-district personnel unless in the course of business such as transporting consultants to a work site or tour of the facilities. Non-District personnel such as family, friends and other persons not in the course of District business shall not be transported in District vehicles for the convenience of those persons or the employee.

A.4: Employees taking District vehicles home for after hour response must be within 45 minutes of the District boundaries while on standby. Failure to respond to any calls within the 45 minutes may result in loss of the vehicle use privilege, expulsion from the standby program, and/or disciplinary measures.

A.5: At their discretion, the Board may authorize a Commuter benefits program. The program could include using a District Vehicle and Public Transportation options. Section B.15 (A): District Vehicle Use; A.1, A.2, and A.3 shall be followed at all times during the commuter benefit.

#### **B.15 (B): District Vehicle Cost Reimbursement**

When an employee is authorized to use their personal vehicle in the performance of District work, they will be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

Use of personal vehicles will not be authorized for the performance of District work, if a suitable District vehicle is available and safely operational.

Every attempt will be made to coordinate work so that District vehicles are available and operational for the performance of said work.

Prior to any vehicle use for District business, an employee must submit to the District - proof of a current California Driver's License.

An employee must submit to the District proof of adequate insurance covering collision, personal injury, and property damage before any employee can use a personal vehicle in the performance of District work. In the event of a claim against an employee related to use of a personal vehicle to conduct District business, the employee's insurance shall be primary; the District's insurance shall be secondary.

#### **B.16: Performance Evaluations**

The District Manager, or their designated representative, will conduct periodic, no less than annual, written performance evaluations of employees.

Written performance evaluations will be on forms prescribed by the District Manager. Written performance evaluations will include, in addition to other information, recognition of effective performance and identification of areas needing improvement.

Each performance evaluation will be signed by the evaluator and will be discussed with the employee. Signed evaluations will be filed in an employee's personnel file.

## ***SECTION C: Standards of Conduct***

### **C.1: Electronic Communication and Data Use**

#### **C.1 (A) Telephones**

Employees will refrain from making or receiving personal phone calls while on duty except in emergency conditions. Personal phone calls may be made or received during work breaks or during the employee's lunch period. Such calls should be kept to a minimum to avoid interfering with the work of the District. Personal long distance calls (outside the local area code) are not allowed on District's phone lines and should be made on the employee's personal phone.

#### **C.1 (B) Computers/Email/Internet**

The purpose of this policy is to establish standards for employees' use of District computers, software and communications equipment, including electronic mail and Internet access.

##### **1. Email Usage.**

- (a) District's local area network interconnects computers within adjacent offices and floors. The District network is also linked to computers throughout the world via internet. Email may be sent and received over the District network as well as outside computer networks. Email is an important method of distributing information among employees, business contacts and the public. Employees are responsible for checking their incoming email frequently, reading its contents and responding in a timely manner. All email messages received at or sent from District computers or through the District server system are the property of the District and are not private.
- (b) Email messages may constitute "public records" and accordingly, unless exempt under the provisions of the California Public Records Act, may be subject to disclosure in response to a public records request. Emails may also be subpoenaed as evidence in litigation. The District reserves the right to access and disclose for any lawful purpose all messages sent over its computer network and email system. Messages transmitted over the District email system should be those involved in District business activities for the

accomplishment of business related tasks or any communication directly related to District business, administration or practices. Incidental and occasional personal use of the email system is permitted during break, lunch periods or on personal time only; however, such messages should not interfere or conflict with assigned duties, are not considered private, and they are subject to the access and disclosure statements set forth in this policy.

(c) Employees are responsible for the content of all text, audio or images that they place or send over the District computer network and email system. Messages with fraudulent, harassing, obscene, vulgar or sexually suggestive content are prohibited. Messages with derogatory or inflammatory remarks related to a person's membership in any protected class as defined in policy section A.1 (C), II, are prohibited. Abusive, profane or offensive language will not be used in messages. Users will not attempt to obscure the origin of any message.

2. Internet Usage. Access to the Internet may be provided for employees to research and to use available information resources in performing business related tasks. Incidental personal use of the Internet should be kept at a minimum, should only occur during break, lunch periods, or on personal time only and should not interfere or conflict with assigned duties. Because the District's electronic address must be used to gain access to the Internet, employees are assumed to be representatives of the District while they are using the Internet. Therefore, each employee who uses the Internet is responsible for protecting and enhancing the District's public image, and must use the Internet in a productive manner. As representatives of the District, employees are responsible for using the Internet in an effective, ethical, and lawful manner.
3. Unacceptable Use of the Internet. Employees shall not use District computers to access the Internet for personal entertainment or for the purpose of soliciting non-District business. Any unlawful or inappropriate use of the Internet is prohibited. While it is not possible to provide a complete list, the unlawful or inappropriate uses of the Internet include but are not limited to the following purposes:
  - Harassment and discrimination
  - Offensive and defamatory conduct
  - Viewing or downloading sexual or sexually-suggestive material
  - Gambling
  - Infringement of trademark, copyrights or licensing stipulations
  - Unauthorized access to others' software or data (i.e. hacking)
  - Expression of personal opinions or views which may be construed as being those of the District
  - Solicitation of personal business
  - All of the limitations noted in the preceding section relating to the use of the District network and email system.
  - Personal Financial Gain



4. Software. To prevent computer viruses from being transmitted through the computer systems, downloading or installation of any software (i.e. computer programs) shall be coordinated with and approved by the District in advance. All software introduced to individual employee workstation computers and/or those linked to the network must be installed and used in accordance with the copyright provisions of the software owner. Employees obtaining access to copyrighted software and material must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except where expressly allowed by the copyright law or with written permission from the copyright owner. Users must not knowingly disable auto patching services configured on District's computers.
5. Security. All messages created, sent, or retrieved over the Internet or District network and Email system are the property of the District and may be considered public records. Transmittal or exchange of personal and confidential information should not be conducted using District computers. Deletion of personal email or Internet files from work station computers does not delete those files from backup files which are routinely stored. Communications including text and images may be reviewed by the District management and may be disclosed to law enforcement authorities, litigants or other third parties without prior consent of the sender or receiver. Employees should also understand that personal passwords are not an assurance of confidentiality.
  - (a) Protection from data loss. Individuals with responsibility for district data and mission-critical operations must ensure that appropriate backups of software and data are maintained. Departmental administrators are responsible for assuring that staff members are trained to back up to the District network server.
  - (b) Use of Central District Storage. WBSD provides resources to electronically store and maintain District data. Storage of personal information not related to District business must be limited to incidental and minimal use, and must not interfere in any way with the storage and maintenance of District data. Employees should consult with their manager to determine if they are using District storage resources appropriately.
  - (c) Protection against degradation of operation. Users should avoid unnecessary printing, storage of unnecessary files, or unnecessary execution of programs that degrade system performance. Employee should consult with their administrator to determine appropriate definitions for unnecessary printing, storage, or program execution.

(d) **Unauthorized Browsing.** Because confidential, critical, or important district data or information, intellectual property, or research information may be located in a user's account or computer (workstation, laptop, etc.), browsing, alteration or access of email messages or stored files in another user's account or on another user's computer or removable storage device (disks, USB drives, etc.) is prohibited, even when such files are not password protected, unless specifically authorized by the user. This prohibition does not affect authorized access by a network administrator, computer support technician, or departmental manager where such access is within the scope of that individual's job duties.

6. **Responsibility of Account Owners.** The owner of an account on multi-user systems, a computer assigned to multiple users, or an ID on a network, is responsible for all activity performed under the account or ID. Each person must use his/her own account (user ID) and not use, or alter an entry so as to appear to use, any other account (user ID). The password to an account must be kept confidential, must not be released to any other party or included in any documentation and must not be included in any unprotected communication software automatic login script. In the few instances where special circumstances or system requirements mandate that multiple users access the same account, extreme care must be used to protect the security of the account and its access password.
7. **Violations.** All employees who use District computers and information systems resources are responsible for complying with this policy. Violation of this policy may result in disciplinary action, up to and including termination of employment.

## **C.2: Discipline**

Employees may be subject to discipline, up to and including termination, for offenses including, but not limited to, the following:

1. Unsatisfactory work performance
2. Habitual/excessive absence or tardiness
3. Abuse of sick leave
4. Being purposely wasteful of material, property, or working time
5. Misconduct on the job or misconduct off the job which adversely affects the District
6. Insubordination, including refusal to perform reasonable work assignments
7. Failure to abide by rules, including safety rules, of the District
8. Failure to abide by this Personnel Policy
9. Falsification or forgery of employment application or other District records, books, or documents
10. Violation of the District's policy against discrimination and harassment, provided in sections **A.1**
11. Theft, fraud, or other dishonest conduct

12. Violation of the District's policy on timecards, provided in Section **B.12 (D)**
13. Violation of the District's policy on alcohol and drug abuse, provided in Section **C.4**
14. Violation of the District's policy on smoking, provided in Section **C.3**
15. Violation of the District's policy on solicitation or acceptance of gratuities, provided in Section **C.7**
16. Violation of the District's policy on outside employment, provided in Section **C.6**
17. Failure to report immediately to a supervisor any accidents or injuries on the job
18. Absence from work without permission from the employee's supervisor
19. Misusing, damaging, or destroying any property of the District or of any employee
20. Removing any District property or property of other employees from the District's premises without proper authorization
21. Disclosing, or otherwise misusing, the District's confidential information
22. Accepting personal remuneration from customers, agencies, or member of the public for matters involving the District
23. Driving without a license when one is required per employee job description
24. Knowingly obtaining unauthorized salary increases, or unapproved salary or overtime payments
25. Violation of State or Federal rules or regulations
26. Violation of internal accounting controls, rules or regulations
27. Improper use of building keys and access codes, including:
  - i. Divulging access codes to anyone or loan or duplicate a key to District buildings.
  - ii. Allow anyone to use their individual computer password either by telling them the password or permitting use of the computer while logged on with that password.
  - iii. Establish password-protected programs, documents or files on District computers without the approval of the District Board.

The above list is merely a guide to be used by employees to determine the types of conduct that are prohibited. It is not meant to be an exhaustive list, nor is it meant to affect or alter the existence of the District's at-will employment policy. In other words, by listing the types of conduct that will result in discipline, including possible termination, it is not to be implied that the grounds for termination are limited to those grounds specified herein, and it is not to be implied that termination must be for "cause".

### **C.3: Smoking**

The District recognizes the health risks of smoking and, in particular, the hazards posed to employees by second-hand smoke. Smoking is prohibited inside or near entrances to District buildings, within District vehicles, and where prohibited by local or state ordinance.

#### **C.4: Alcohol and Drug Abuse**

Drug and alcohol use is highly detrimental to the work place and to the efficiency and productivity the District requires. The use of drugs or alcohol, or being under their influence, jeopardizes the welfare and safety of our employees and the public.

Employee compliance with the following provisions of the District's workplace drug and alcohol policy is a condition of employment. In addition, employees in positions classified as "safety-sensitive" in accordance with Department of Transportation regulations shall be subject to the District's Substance Abuse Policy.

1. The manufacture, possession, distribution, or purchase of an illegal drug or alcohol, or being under the influence of an illegal drug or alcohol, while on duty, by any employee while in a District facility, while performing District business, or while operating a vehicle owned or leased by the District, is strictly prohibited.
2. Using or being under the influence of any legally obtained drug while performing District business or while in a District facility or vehicle is prohibited to the extent that such use or influence affects job safety or efficiency.
3. "Under the influence" is defined as a detectable amount of any illegal drug or controlled substance in an employee's body system, or illegal amount of drugs or alcohol present in any employee, as determined by applicable law.
4. Employees who are under the influence of any medication, prescribed or otherwise, which may affect their work performance, are required to advise their supervisor of the potential effects of the medication.
5. Violation of this policy will result in disciplinary action, up to, and including termination.

#### **C.4 (A): Alcohol and Drug Testing**

In accordance with Department of Transportation Regulations, all employees in designated "safety-sensitive" positions are subject to drug and alcohol testing in accordance with the District's Substance Abuse Policy.

#### **C.5: Disciplinary Action Procedures**

##### **C.5 (A): Pre-Implementation Procedure**

Before implementing a suspension, demotion, or discharge with respect to unrepresented regular full-time and part-time employees, the District Manager shall provide to such employees:

1. Written notice of the decision;

2. The effective date of the decision;
3. An opportunity to respond orally or in writing within five business days after receipt of the written communication from the District to implement the personnel action. It is the responsibility of the employee to request a meeting with the District Manager or to provide a written response to the District Manager within the five day period.

Represented employees shall be subject to disciplinary action in accordance with the applicable MOU between the District and the affected bargaining unit.

### **C.5 (B): Hearing Procedure – Disciplinary Action Appeals**

Employees may appeal disciplinary action as follows:

1. Employees who have completed their probationary period and are faced with disciplinary action which affect an employee financially such as unpaid suspension, involuntary demotion, or employment termination shall be provided with a notice of the proposed action before the termination or other discipline becomes effective. The notice will inform the employee of his or her right to an informal hearing before the Board, either orally or in writing, before the discipline becomes effective. The District may place an employee on paid administrative leave pending the hearing if the District determines that such leave is necessary to protect the District or public safety. If the employee requests a hearing, the Board shall conduct a hearing to determine whether there are reasonable grounds to believe the charges are true and whether the charges support the proposed action. The decision of the Board is final.
2. Judicial review of any decision of the District is governed by California Code of Civil Procedure Section 1094.06. Pursuant to Section 1094.06 (b), a petition for Writ of Mandate seeking such review must be filed not later than the 90th day after the decision becomes final.

### **C.5 (C): Hearing Procedure – Appeal of Determination Related to Discrimination/Harassment Investigation**

Any employee, regardless of tenure, who has filed a complaint of discrimination or harassment, and who is dissatisfied with the initial conclusion of the investigation and resulting determination may appeal the determination the full District Board. The full Board has the discretion to review the appeal, conduct a hearing, and take such action, as it deems appropriate. The decision of the Board is final.

### **C.6: Outside Employment**

No District employee will be permitted to accept employment in addition to or outside of District service if:

1. The additional or outside employment leads to a conflict, potential conflict or the appearance of a conflict of interest for said employee; or,
2. The nature of the additional or outside employment is such that it will interfere with the employee's ability to safely and competently perform job functions; or,
3. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.

An employee who does have additional or outside employment will not be permitted to use District records, materials, equipment, facilities, or other District resources in connection with said outside employment.

An employee has an obligation to notify the District Manager in writing regarding acceptance of outside employment within two business days.

Employees will not attempt to solicit outside employment relating to District activities from District constituents.

### **C.7: Gratuities / Acceptance of Gifts**

In accordance with California Government Code Section 1090, employees are prohibited from offering or accepting bribes, kickbacks, or other forms of improper payment from anyone. Employees are prohibited from accepting gifts, gratuity, paid trips, or favors of more than nominal value from any customer, vendor, supplier, or other person doing business with the District because doing so may give the appearance of influencing business decisions, transactions, or service. Gratuities that are received despite employee's best efforts to refuse the gifts shall be reported to the District Manager for return to the donor or other actions consistent with this policy, including reporting the gift on a Form 700 as required by the Fair Political Practices Commission. Employees who violate the District policy are subject to disciplinary action, up to and including termination. Employees shall have the right to receive notice and appeal disciplinary action under WBSD Personnel Policies Section C.5 – Disciplinary Action Procedures.

### **C.8: Dress Code**

#### **Purpose:**

The purpose of this policy is to set professional guidelines regarding dress and appearance on the job and to provide clarity and ensure fair treatment. District business requires District employees to treat rate payers and customers with respect and to promote and enhance a professional image. Our goal in dealing with business professionals, homeowners, and other government agencies is to at all times conduct ourselves in a professional manner and maintain their respect.

Section 1. **General Rule.** Employees' personal appearance and hygiene are important to Employees, the District, and the public. Employees are expected to maintain appropriate professional personal appearance and be clean and well-groomed. Employees should always dress in a manner befitting the job, with due consideration to the business needs of the District, other Employees, the public, and safety. All manners of dress must comply with all other safety requirements.

Section 2. **Clothing Requirements.** An Employee's clothing should always be in keeping with customary, professionally acceptable attire for the workplace/office and meeting with customers, clients, and the public. Hard Hats worn in the field must be issued by the District and meet safety requirements. Soft hats in the field must not interfere with safety requirements and must either be issued by the District or, if a personal hat, must display no logo, graphics, or message. Hats worn in the office must comply with professional business standards. Personnel working in the field must wear appropriate safety clothing and apparel provided by the District when on duty. Clothing that is not allowed to be worn by Employees while working includes, but is not limited to, the following:

- tattered jeans or shorts;
- shirts or other articles of clothing with language or graphics that are vulgar, sexually explicit, or may otherwise be offensive;
- attire that is revealing or provocative;
- flip-flops or any type of loose footwear;
- sweat suits;
- see-through blouses or shirts;
- sports bras, halter tops, or similar attire;
- tank tops;
- clothing that allows bare midriffs;

Section 3. **Jewelry/Tattoos/Piercings.** Jewelry must be kept to a minimum. Tattoos and body piercings must not be visible in the office or business workplace. For field personnel interacting with the public or business professionals, tattoos must be hidden from view to the maximum extent practicable. If field conditions necessitate removal of clothing for reasonable comfort and safety, exposure of tattoos can be allowed during these events. However; tattoos with language or graphics that are vulgar, sexually explicit, or may otherwise be offensive shall not be exposed. Ear piercing consistent with professional and business workplace is allowed. Ear lobe plugs, gauges, and tunnels are not allowed during business hours.

Section 4. **Hair Style.** Hair style must be professional for an office environment and/or safe work place.

Section 5. **Accommodation.** In the event that the above policy causes religious concerns or concerns based upon any other legally protected class, please contact Human Resources to discuss potential appropriate accommodation.

## **C.9: Conflict of Interest**

The District expects employees to conduct business according to the highest ethical standards of conduct. Unauthorized business dealings that appear to create a conflict between the interests of the District and an employee are unacceptable. The District recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose in writing any possible conflicts so that the District may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the District's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, they should immediately contact Human Resources or the District Manager to obtain advice on the issue. The purpose of this policy is to protect employees and the District from any conflict of interest that might arise.

### **Incompatible Activities**

Public officials and employees should not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to their duties as District employees or with the duties, functions or responsibilities of their appointing power.

## ***SECTION D: Benefits***

### **D.1: General Information**

The District provides a number of insurance, vacation, sick, and holiday leave programs to encourage a healthy work environment and protect its employees, both current and retired.

All employees are encouraged to avail themselves of the vacation and holiday leave provided by the District in the year in which the leave is accrued, except during the probationary period.



## **D.2: Accrued Leave Defined**

For the purposes of this section, accrued leave is defined as Vacation, Holiday, and Sick leave. Neither Administrative Leave nor “Banked” Compensatory Time is accrued leave. While every effort will be made to accommodate an employee’s leave request, the District reserves the right to deny any leave request.

## **D.3: Eligibility For Benefits**

An employee’s eligibility for the various insurance programs offered by the District is dependent upon the employee’s employment status. Generally, all full-time, regular employees of the District are eligible for the various programs described in this section. Part-time employees may accrue sick leave based on the hours worked but do not accrue vacation or receive paid holidays. Part-time employees will not be eligible for retirement benefits, health insurance, dental insurance, life insurance and accidental death and dismemberment insurance, unless otherwise required by these plans. Full-time Temporary employees are eligible for sick time, as prescribed in the MOU or state law.

## **D.4: Vacation**

### **D.4 (A): General Provisions**

1. All regular full-time and part-time employees are on an initial employment period during the first year (12 months) in any position, or as otherwise specified in the MOU between the District and the affected bargaining unit.
2. During the first six months of the initial employment period, full-time employees will accrue paid vacation and sick leave benefits but are prohibited from using this paid vacation time until six months of the initial employment period is completed. Employees do not accrue vacation leave while on short-term or long-term disability leave, unless otherwise required by law.
3. Employees will not accrue more than two times the number of annual vacation hours specified in Section D.4 (B) unless approved in advance by the District Manager. Any approved exception shall have a one year limit. No employee shall receive an exception to the vacation accrual more than once in a three year period. For unrepresented employees, excess accrued vacation shall be paid to the employee monthly in lieu of accrual.
4. An employee whose employment with the District terminates will be paid for any accrued vacation time at their final rate of pay.
5. Part-time employees do not accrue vacation leave.

#### D.4 (B): Rates of Accrual

Full-time District employees accrue paid vacation leave at the following rates:

VACATION HOURS Accrued per Year	YEARS OF EMPLOYMENT	
	Non-Exempt Employees	Exempt Employees
80	1st through 5th	
120	6th through 10th	1st through 5th
160	11th through 25th	6th through 15th
240	26th and above	16th and above

For example: If an employee's fifth year starts on January 10, 2017 the next accrual tier will begin on January 10, 2018, which is the start of the 6<sup>th</sup> year.

#### D.5: Paid Holidays

##### D.5 (A): General Provisions

1. Full-time employees receive eight (8) hours off with pay for each of the holidays listed in **D.5 (B)** below. Part-time employees do not receive paid holidays.
2. If a holiday falls on a Saturday, the preceding Friday generally will be observed as the holiday. If a holiday falls on a Sunday, the following Monday generally will be observed as a holiday.
3. If an employee is on an authorized paid leave on the date when a holiday is observed, the holiday will be paid as holiday leave and not charged against the employee's authorized paid leave.
4. Non-exempt employees who work on any of the holidays listed in **D.5 (B)** below other than Thanksgiving Day, Christmas Day, or New Year's Day will be paid their regular eight hour holiday pay, plus, one and one-half times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift (8:00 a.m. to 4:30 p.m.) has been completed.
5. Non-exempt employees who work on Christmas Day, Thanksgiving Day, or New Year's Day will be paid their regular eight hour holiday pay, plus, two times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift (8:00 a.m. to 4:30 p.m.) has been completed.

## **D.5 (B): Holidays**

The following days will be recognized as paid holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veteran's Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Day

## **D.6: Floating Holidays**

1. Full-time employees receive five (5) days or 40 hours designated as floating holidays on January 1<sup>st</sup>.
2. Part-time employees do not receive floating holidays.
3. Employees may accrue up to a maximum of ten days or 80 hours accrued floating holidays. Each January 1<sup>st</sup>, employees who have accrued more than the maximum shall be paid the number of excess days/hours at their current hourly rate.

Employees must receive prior approval from their supervisor before using floating holidays. Floating holidays will be scheduled in accordance with the District's work needs.

## **D.7: Educational Assistance**

Regular full-time employees of the District are encouraged to pursue educational opportunities which are related to their present work, or which will prepare them for potential advancement opportunities within the District.

The District has the sole discretion in determining whether to reimburse employees for courses. The District Manager may elect to reimburse courses of study based on the following guidelines:

1. Qualified classroom education and non-classroom education (e.g., e-learning, distance learning) are reimbursable under this policy.
2. To be eligible for reimbursement of course costs, the employee must receive advance written approval for the class(s) from the District Manager. Requests for reimbursement must be submitted in writing.

3. A class may be eligible for reimbursement pursuant to this policy if the District Manager determines that the class is, related to the employee's present work assignment or that it will prepare them for future foreseeable opportunities within the District. The District Manager will determine that the class provider is an accredited or otherwise qualified provider of the educational training classes. Such classes may be taken individually and need not be directed toward a degree or certificate.
4. The District may reimburse up to the entire costs of tuition and required class materials if the employee received a grade of A or B for the class(s). Reimbursement eligibility for classes which do not grant traditional letter grades are subject to District Manager review and approval.
5. The District may reimburse for up to one-half (1/2) of the cost of tuition and required class materials if the employee received a grade of C, or pass for the class(s).
6. No reimbursement to employees who fail or receive a grade below C for the class(s).
7. The total amount of reimbursement, which will be paid to an employee, is limited to \$3,000.00 in any calendar year with District Manager pre-approval and may be subject to reduction or withdrawal at any time based on District budgetary requirements.

FLSA Exempt Employees (Management) and Non-represented staff may be eligible to exceed the \$3,000.00 limit in any calendar year if enrolled in a program of post-secondary education courses which is designed to result in obtaining an advanced degree in a work related field such as; public administration, business administration, engineering, etc., and have entered into a "Student Loan Agreement" with the District approved by the District Manager and District Board. The intent of this section is to support the District's Succession Plan.

8. Upon completion of the class(s), the employee is responsible for sending copies of the grade slip(s) and expense receipt(s) to the District Manager.
9. The employee will be notified of final approval, or the reasons for disapproval, of their request for reimbursement.

#### **D.8: Medical, Dental, Long Term Disability, Life and Accidental Death and Dismemberment Insurance**

The District provides a variety of insurance plans, which are briefly described below, to eligible employees.

## D.8 (A): Medical, Dental and Vision

The District pays the minimum coverage required by law toward active employees' medical insurance coverage, as adjusted from time to time. In addition, the District will offer an IRC Section 125 Cafeteria Plan to its eligible employees to assist in the costs of medical, dental, and vision monthly premiums based on the level of the employee's medical plan enrollment.

<u>Enrollment Level</u>	<u>Effective 1/1/19</u>
Not enrolled	\$200
Employee Only	\$1100
Two Party	\$2200
Three or more	\$2600

The contribution amounts effective January 1, 2019 will be increased by seven percent (7.0%) on January 1 of each year until 2024, per the MOU.

**Flexible Spending Account plan:** Since January 1, 2013 the District also offers a separate Flexible Spending Account plan, to permit members to use pre-tax dollars to pay for qualified dependent care expenses and qualified uninsured medical expenses. Limits for each type of account will be subject to applicable state and federal law.

Medical insurance coverage and plans are provided to eligible employees through the Public Employees' Retirement System ("PERS"). Medical premiums are subject to change each calendar year on January 1<sup>st</sup> and remain in effect for 1 calendar year.

Dental and Vision coverage is also provided to eligible employees. Information regarding dental and vision coverage may be obtained from Human Resources.

All monies used for actual insurance premiums shall be pre-tax dollars. If an employee does not use the entire allotment, the employee will receive the unused portion as additional pay subject to taxes and reporting on the employee's W-2 forms. If an employee's premiums for medical, dental, and vision insurance coverage exceeds their monthly amount of the Cafeteria Plan, the overage will be withheld from the employee's paycheck.

Eligibility for medical, dental, and vision coverage begins for all eligible employees on the first of the month following date of hire. If the date of hire falls on the first of the month, dental, and vision coverage is effective on the date of hire.

### **D.8 (B): Long Term Care**

Long term (nursing home and assisted living) care plans are not currently available through CalPERS. However, should CalPERS allow enrollment in the future, eligible employees may enroll with premiums paid through payroll deductions to CalPERS.

### **D.8 (C): Long Term Disability Insurance**

Long-term disability insurance is available to eligible employees. Long-term disability benefits become effective on the ninety-first day of disability. The monthly benefit is an amount equal to 66-2/3% of base monthly salary not to exceed a maximum monthly benefit of \$7,000 for employees, \$10,000 for managers, subject to the terms, conditions and limitations of such particular program or insurance policy.

Long-term disability may be coordinated with any other disability benefits received by the employee. The maximum monthly benefit shall not exceed the amount the employee was earning when the disability started. The District pays the premium for the employee.

### **D.8 (D): Short Term Disability Insurance**

Short-term disability insurance is available to eligible employees. The District funds the program. An employee who is unable to work due to injury or illness for more than thirty days is eligible to receive full base salary from the thirty-first day of disability to the ninetieth day of disability.

### **D.8 (E): Life and Accidental Death and Dismemberment Insurance**

The District pays for premiums on life and accidental death and dismemberment policies. Full-time employees are eligible for this coverage on the first of the month following date of hire. Coverage equals 1.5 times the employee's annual base salary, subject to a maximum of \$300,000, subject to the terms, conditions and limitations of such particular program or insurance policy.

The tables below summarize benefits schedules detailed in this policy;

#### **Disability Leave Benefit Schedule**

<b>Leave Period</b>	<b>Leave Type</b>	<b>Who pays</b>	<b>Amount of Employee Benefit</b>
1-30 days	Sick leave, Vacation, Floating Holiday	Employee paid leave bank	100% pay
31-90 days	STD	District paid	100% pay
91+ days	LTD	District paid	66.67% pay

## Disability Leave—Other Benefit Continuation

Period	Health	Life	Dental	Vision	Paid time Accrual (sick leave, vacation, holidays)
1-30 days	Continued; usual cost split (Employer-employee)	Continued; District paid	Continued; usual cost split	Continued; usual cost split	Accruals continue
31-90 days	Continued; usual cost split	Continued; District paid	Continued; usual cost split	Continued; usual cost split	No accruals
91+ days	Employee paid after 2 <sup>nd</sup> month after 91 <sup>st</sup> day	Continued; premium waived	Employee paid	Employee paid	No accruals

### D.9: PERS Retirement Plan

The District is a participant in the California Public Employee Retirement System (CalPERS), which is the nation's largest public pension program, serving California public agencies.. CalPERS is the District's primary retirement program and is governed by California Public Employees' Retirement Law (PERL) and the California Public Employees' Pension Reform Act (PEPRA), which took effect in January 2013.

#### D.9 (A) Pension Formula

1. For employees hired before July 1, 2012, the District will continue to contract with CalPERS to provide such employees with benefits under the "2.5% at age 55" pension formula (Classic Tier I). The District may continue to apply the 2.5% at age 55 pension formula to employees hired on or after July 1, 2012 but before December 6, 2012. An employees hired on or after December 6, 2012 shall be classified as a "new employee" with the District.

For employees hired after December 6, 2012 and with a prior membership in CalPERS before January 1, 2013 and a break in service of less than six (6) months (Classic member), the employee will be in the District Tier II plan, subject to a pension formula of "2% at age 60".

Any new employee, who does not qualify as a CalPERS Classic member, joining CalPERS for the first time after January 1, 2013 or with a break in service of over six (6) months, will be in the District PEPRA plan, in which case the pension formula of "2% at age 62" applies.

2. For purposes of the pension formulas under paragraph 1 above, final compensation will be determined as provided under Government Code §20037 (The retirement formula is based on an average of the final 3 years of employment compensation or any consecutive 36 months during the member's employment that the base pay, including other CalPERS reportable compensation, is the highest average; and is subject to the terms, conditions, and limitations of the CalPERS program.).
3. Effective January 1, 2013 the District implemented PEPRA, prescribing the pension benefits of certain employees. Employees subject to the PEPRA are not covered by the terms of subsection D.9 (A) 1 above. The PEPRA will continue to apply to District employees to the extent and in the manner required by law.
4. The application of the pension formula is subject to the rules and laws governing CalPERS retirement benefits, which may be subject to change.

#### **D.9 (B): Pension Contributions**

1. Employees covered under the Classic Tier I plan will pay the eight percent (8%) employee contribution required by the PERS pension plan. Employees covered under the Classic Tier II plan will pay the seven percent (7%) employee contribution. Employees subject to PEPRA will pay half of normal cost as provided by PEPRA. PEPRA required contributions are currently 6.75% and subject to change. These contributions are in addition to those contributions required of employees as provided by paragraph 2 immediately below. CalPERS is an Internal Revenue Code Section 414(d) plan, permitting employee contributions to be made on a tax deferred basis.
2. District employees shall pay a percentage of the CalPERS employer contribution as follows: Effective July 1, 2019, 0.25%; effective July 1, 2020, 0.5%; effective July 1, 2021, 0.75%; effective July 1, 2022, 1.00%; and effective July 1, 2023 1.25%. Employee contributions will be paid either by payroll deduction or, if such deduction is prohibited by law, by a reasonably determined equivalent cost offset against the wage schedule. The District shall contribute the balance of any required additional CalPERS employer contribution.

The District does not participate in the Federal Social Security system, for full-time employees participating in the CalPERS pension plan. Part-time employees are subject to Social Security, unless otherwise eligible under CalPERS. All employees hired after January 1, 1987 are required to participate in the Medicare insurance system. The District makes a deduction from each employee's pay check for the Medicare contribution.



#### **D.10: PERS Survivor Benefit Plan**

The District contracts with CalPERS to provide Survivor Benefits to dependents of employees who die before retirement. The benefit is provided at no cost to the employee. The survivor benefit provides a monthly taxable allowance which is payable in addition to any other pre-retirement death benefit paid by CalPERS.

The number of survivors determines the monthly allowance. Additional information on this benefit may be obtained from the District Administration Offices.

#### **D.11: Employee Assistance Program**

The Employee Assistance Program (EAP) is a benefit provided at the District's expense to all employees of the District. The program is designed to provide assessment, referral and counseling in a confidential and professional environment.

Use of the program is limited to three appointments during the period January 1 through June 30 and three appointments during the period July 1 through December 31 in each calendar year.

An Employee Assistance Counselor may recommend referral to other health care providers and will discuss with each employee the coverage for such services afforded under the employee's individual health care plan. The employee is solely responsible for any costs incurred as the result of such referrals and should consult with their health care provider to determine the coverage available to themselves or family members.

All services provided by the Employee Assistance Program are strictly confidential and will not be disclosed to the District. Subject to the appointment limitations stated above, the EAP is available to both the employee and their eligible dependents (spouse/ registered domestic partner or dependent children.)

#### **D.11 (A): District Referral**

The District Manager may, at his sole discretion, refer an employee to the Employee Assistance Program. The employee shall be encouraged to sign a release to notify the District that the appointment was made and kept. No other information shall be disclosed to the District without the employees' written consent.

#### **D.12: Deferred Compensation**

Employees may participate in any deferred compensation plan offered by the District. Employees may designate the amount of pre-tax dollars to be deducted from their paychecks. The IRS establishes the maximum contribution and the amount is subject to a possible increase each year.

The District will provide matching contributions for unrepresented employees, at a one (1) to 0.75 ratio to a maximum of 3% of salary. (Example If an employee contributes 4% of their salary to a 457 Deferred Compensation plan the District will contribute 3% of salary equivalent to the employee's 457 Deferred Compensation plan. The District Manager may have a different contribution ratio based on their contract.

### **D.13: Leaves of Absence**

#### **D.13 (A): Absence Request**

Employees must request time off using the AoD portal any of the following types of absences:

- a. Vacation Leave
- b. Floating Holiday Leave
- c. Compensatory Time Leave
- d. Sick Leave
- e. Medical Leave
- f. Pregnancy Leave
- g. Jury/Witness Leave
- h. Bereavement Leave
- i. Leave Without Pay
- j. Military Leave

Scheduling of leave-vacation, floating holiday or compensatory time leave- may be done up to one year in advance. After a scheduled leave is approved, the District will make every effort to honor that request. However, should the needs of the District later require the services of the employee during the period of approved leave, the District may need to cancel or reschedule all, or a portion, of the previously approved leave. Medical and pregnancy leave requests are governed under sections D.13 (B) (2) and D.13 (B) (1) below.

Employees are to submit a leave request through the AoD portal. In the case of sick leave, the employee must indicate if the absence is for a doctor's appointment, dentist appointment, or an illness; and whether it is for the employee, or an immediate family member. Absence Requests are to be submitted to the employee's supervisor at least one week before the requested leave, except in cases of emergency or other unanticipated absences. In these instances, the request must be submitted at the earliest possible opportunity. Absence Requests for sick leave due to illness are to be submitted to the employee's supervisor during the first workday upon returning to work.

## **D.13 (B): Leaves of Absence**

### **D.13 (B)(1): Sick Leave**

1. Sick leave may be used only in the event of an illness, dentist or doctor appointment, or non-industrial injury of the employee, or of the employee's family member (child, parent, spouse or registered domestic partner, grandparent, grandchild, or sibling.) Up to one-half of the employee's annual sick leave accrual may be used to care for a sick or injured family member, or for a dentist or doctor appointments of the family member (per Healthy Workplaces/Healthy Families Act of 2014 – Paid Sick Leave).
2. As a condition of approval of sick leave for any employee, the District may require verification of the reason for which the sick leave is requested. After an employee has used sick leave, the District may request verification of the reason for the taken sick leave. Use or attempted use of sick leave when an employee is not entitled to use sick leave will result in disciplinary action up to and including discharge.
3. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor prior to the beginning of the employee's work day whenever possible and in no case later than one (1) hour after the time established as the beginning of the employee's work day, unless the employer determines that the employee's duties require more restrictive reporting. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay and may lead to disciplinary action.
4. An employee may use their accrued vacation or floating holiday leave for sick leave when their sick leave is depleted.
5. If the employee is absent on sick leave for more than one (1) day, the employee will keep the immediate supervisor informed as to the date the employee expects to return to work.

### **D.13 (B)(1)(i): Accrual**

Full-time employees will accrue sick leave at the rate of one day (8 hours) per elapsed month of service. Employees do not accrue sick leave when they are on short-term or long-term disability leave. Employees hired before July 1, 2012 may accumulate unused sick leave without limit. Employees hired on or after July 1, 2012 may accumulate up to four hundred eighty (480) hours. If such employee's accumulated sick leave balance reaches that amount, they will no longer accrue sick leave until their balance falls below four hundred eighty (480) hours.

Effective July 1, 2012 accumulated unused sick leave is not compensable upon termination and ceases to exist at that time.

Temporary, Part-Time, or seasonal employees who work more than thirty (30) days in a year, will accrue sick leave at the rate of one hour (1 hour) per thirty (30) hours worked beginning the first date of employment. A Temporary, Part-Time, or seasonal employee's use of sick leave will be limited to 24 hours or three days during a calendar year (per Healthy Workplaces/Healthy Families Act of 2014 – Paid Sick Leave). Temporary, Part-Time, or seasonal employees will be limited to total accrued paid sick leave of no more than 48 hours or six days.

Pursuant to California Government Code Section 20965, the District will report to CalPERS the balance of any remaining accrued but unused sick leave for an employee whose effective date of retirement is within four months of separation from employment with the District for purposes of calculating the employee's years of service credit.

#### **D.13 (B)(2): Medical Leave**

Any regular or part time employee who, for medical reason, is temporarily unable to work may request in writing a medical leave of absence. The District Manager will evaluate the request based on the circumstances involved, the anticipated duration of the leave, and the needs of the District. Such period will not exceed six (6) months.

A medical leave of absence is unpaid except that an employee who is granted a medical leave of absence must utilize any accrued sick leave and thereafter, accrued vacation or holiday leave, during the period of their sick leave. The employee also may be eligible for the District's short-term and long-term disability plans, as well as any disability retirement benefits under CalPERS. Any portion of a leave that occurs after all sick, holiday, vacation, short term and long term disability benefits have been exhausted will be without pay.

Health insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued during the period of short term disability until the last day of the second month, following the 91<sup>st</sup> day of disability. The cost of coverage normally borne by the employee will remain the sole responsibility of the employee. The employee should make arrangements with the office to pay for the costs of such coverage before the leave begins.

Life, Accidental Death, and Dismemberment Insurance for which the employee is otherwise eligible, will be continued during the period of disability up to a maximum of Ninety [90] days. The carrier waives premiums for these benefits when the employee's disability exceeds 90 days.

Dental and vision insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued during the period of disability until the last day of the month in which the 91<sup>st</sup> day of disability occurs.

Sick, holiday, and vacation leave will not accrue while an employee is on a disability leave in excess of thirty (30) days.

An employee who requires a leave of absence for medical reasons must make a request to the District Manager in writing explaining the need for such a leave. The employee must provide at least 30 days advance notice before the date the leave will begin if the need for the leave is foreseeable. If the employee learns of the need for a leave less than 30 days before the date the leave must begin, the employee must provide as much advance notice as practicable. The notice must specify that a need for a medical leave exists, the date such leave will begin, and the expected duration of the disability. The notice must be accompanied by a medical certification from a health care provider that verifies the existence of the medical condition, the anticipated duration of the leave, and the dates the leave is expected to begin and end. An employee who requests such a leave may be required to provide additional medical certification from time to time thereafter in order to provide updated information regarding the employee's condition. Before returning to work from a medical leave of absence, an employee must provide a written verification from the employee's health care provider that indicates that he/she is fit to return to work and articulates specific restrictions regarding employee physical capabilities.

Although the District is unable to guarantee reinstatement, an employee who returns to work within twelve (12) months of commencement of the leave of absence with a release to full duties will be returned to their former position, if available, provided that a written medical statement verifying ability to perform the physical requirements of the job is presented. If such position is not available, the employee will be offered another position for which the employee is qualified, if one is available. Such an employee will be credited with all service on paid leave status prior to the commencement of their disability, but not for the leave without pay.

Requests for extensions of a leave of absence will be considered if they are received by the District Manager in writing before the expiration of the approved leave, are supported by proof of continued medical need as supported by a certification by a health care provider, and request extensions that do not cause the total period of absence to exceed six months. An employee who fails to report for work immediately following the expiration of an approved leave will be deemed to have voluntarily resigned.

#### **D.13 (B)(3): Modified Duty Policy**

##### **A. Purpose.**

The purpose of the District's Modified Duty Policy is to encourage and motivate employees to return to work as quickly as possible while recuperating from either work-related and non-work related illnesses or injuries. Coordination between medical personnel and the District can often lead to modified duty which, if properly evaluated and monitored, may speed the employee's recovery while

minimizing disruptions to the District's operations/administration that may otherwise occur when employees are absent due to injuries or illness.

B. Procedure.

1. The District will require that the injured employee's physician complete a "Modified Duty Status" form upon the initial doctor's visit and upon each subsequent follow-up visit. This form will provide the District with a guide to determine whether a modified duty assignment is appropriate.
2. It will be the responsibility of the employee to secure the completed "Modified Duty Status" form and to keep their supervisor informed as to the time and date of their next scheduled doctor's visit.
3. The District will endeavor to accommodate employees and provide work that will fit within the constraints specified by the physician. If a limitation or constraint is unclear or ambiguous, the District will err on the side of employee health and safety regarding assignment of specific duties. Employees will not work overtime while on Modified Duty.
4. Employees on modified duty status must keep all scheduled medical appointments, and must be re-evaluated as to their modified duty status at least once per month.
5. Participation in the modified duty program is conditional upon the employee's continued medical progress toward recovery and return to regular duties. In the event the employee reaches a stationary condition a medical determination will be made as to whether the employee can return to their former position or whether alternative employment opportunities may be considered. As the modified duty program is intended as an interim measure, there will be a review of progress toward return to regular duties no later than six months after the employee enters the program.
6. If, at the 6 month review a determination is made that permanent accommodation will be required, the District will engage in an iterative process with the employee regarding the feasibility of reasonable permanent accommodations. The District will make the final decision as to what, if any, reasonable accommodation will be provided.

## **D.13 (B)(4): Family Care and Medical Leave**

### **D.13 (B)(4)(i) Family Medical Leave Act and California Family Rights Act**

The Family Medical Leave Act (FMLA) is a federal law that provides eligible employees with unpaid protected leave for specific, qualifying family and medical reasons. The California Family Rights Act (CFRA) is a state law that provides eligible employees with unpaid protected leave for specific, qualifying family and medical reasons. Eligible full-time employees may take up to 12 workweeks (480 hours) of leave in a 12-month period. Part-time employees may take leave on a proportional basis. The District will provide an eligible employee with job and benefit protected leave time for qualifying reasons, as required by these laws. Eligible employees receive 12 workweeks (or 26 workweeks in some cases) in a 12-month period, they do not need to take leave in one continuous period of time; leave may be used continuously, intermittently, or on a reduced work schedule.

#### **ELIGIBILITY:**

To be eligible for FMLA/CFRA leave, an employee must be either a full-time or part-time employee and have 12 months or more of service with the District and have worked at least 1,250 hours in the 12-month period before the first day of leave.

An employee is eligible to take FMLA in the event of:

- The employee's own serious health condition;
- the birth of a child or the placement of a child with the employee and/or employee's registered domestic partner for adoption or foster care; leave must be taken within one year of the event; when both parents are employed by the same employer, they are limited to a combined 12 weeks of bonding leave
- The need to care for an immediate family member (spouse, parent, registered domestic partner, child or registered domestic partner's child of any age, sibling, grandparent or grandchild) with a serious health condition as certified by a health care provider
- .
- A "qualifying exigency" arising from the employee's spouse, son, daughter or parent who is on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces
- To care for a service member when the employee is the spouse, son, daughter, parent or next of kin of a covered service member.

If the employee qualifies, the employee is entitled to up to a total of 26 workweeks for military caregiver leave.

An employee is eligible for CFRA leave in the event of:

- The employee's own serious health condition (with the exception of pregnancy, which is covered under Pregnancy Disability Leave and does not run

- concurrently with CFRA)
- Bonding time after the birth of a child or the placement of a child with the employee and/or employee's registered domestic partner for adoption or foster care; leave must be completed within one year of the event; when both parents are employed by the same employer, they each are eligible for 12 weeks of bonding leave
- The need to care for an immediate family member (spouse, parent, registered domestic partner, child or registered domestic partner's child of any age, sibling, grandparent, or grandchild), with a serious health condition as certified by a health care provider
- A "qualifying exigency" arising from the employee's spouse, qualified domestic partner, son, daughter, or parent who is on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces
- The need to care for a spouse or parent with a serious health condition as certified by a health care provider
- The need to care for a registered domestic partner

When the reason for the leave is covered by both FMLA and CFRA, the leave will run concurrently. When the reason for the leave is not covered by both laws, only one will be used and eligibility for the other leave remains. For example, an employee can take 12 weeks of leave to care for a sibling under CFRA and then another 12 weeks to cover a spouse's illness or their own illness under the FMLA for a total of 24 weeks of protected leave.

### **DEFINITIONS:**

"Serious health condition" means illness, injury (including on-the-job injuries), impairment, or physical or mental condition of the employee or other individual with a qualifying relationship to a child, parent spouse or registered domestic partner of the employee that involves either:

- In-patient care (i.e., an overnight stay) in a hospital, hospice, or residential health care facility; or
- Continuing treatment or supervision by a health care provider

"Health Care Provider":

- An individual licensed as a physician or surgeon, including an osteopathic physician or surgeon, who directly treats or supervises the treatment of the Serious Health Condition; or Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services under the FMLA.



“Child”:

- A biological, adopted, or foster child, a stepchild, or a legal ward or child of an employee standing in “loco parentis” (“loco parentis” means in place of a parent; instead of a parent; charged with a parent’s rights, duties, and responsibilities although there may not be a biological or legal relationship). A child must be either under 18 years of age or an adult dependent child for FMLA, but under CFRA, the definition of a “child” does not require that the child be under 18 or an adult dependent of the employee..

“Parent”:

- A biological, foster or adoptive parent, a step-parent, or a legal guardian or other person who stood in loco parentis to the employee when the employee was a child. Parent does not include a parent-in-law.

“Qualifying Exigency”:

- Family preparations resulting from a short-notice of deployment, attending military events and related activities, child care and school activities affected by the deployment, activities related to care of the military member’s parent, financial and legal arrangements affected by the deployment, counseling related to the deployment, time with service member during rest and recuperation leave, certain post-deployment activities, and additional activities related to the active duty or call to active duty agreed to by the employee and employer.

## **CERTIFICATION**

An employee must provide 30 days advance notice to his or her manager of the need to take Family Medical Leave, FMLA, or CFRA leave when the need for leave is foreseeable. When 30 days’ notice is not possible, the employee must provide notice to their manager as soon as practicable but no later than 15 days after the commencement of the leave.

The employee must provide a medical certification or military orders for all FMLA or CFRA requests. The District is not permitted to request a diagnosis. The certification must be issued by a Health Care Provider and shall include:

1. The date on which the Serious Health Condition commenced;2. The probable duration of the condition;3. The appropriate medical information within the knowledge of the health care provider regarding the condition, including that the employee is unable to perform the functions of their position or the employee is required to care for their spouse or family member.

## **PAID OR UNPAID LEAVE**

FMLA and CFRA are unpaid leaves. Employees may choose to use any earned or accrued benefit time in accordance with District guidelines.

- For the employee's own serious health condition, the employee may elect, or the District may require the employee to use any accrued vacation time or other accumulated paid leave, including any accrued sick leave. Additionally, the employee may elect to use accrued sick leave for any other reason mutually agreed to by the District.
- If the leave is to care for a qualifying family member, the District requires the employee to use any accrued vacation time or other accumulated paid leave. Employees are entitled to use up to half of their annual accrual of sick leave to care for a qualifying family member. Example: employees who accrue the full 96 hours in a year can use 48 hours for the care of a qualifying family member. This time can be used continuously or intermittently.

### **BENEFIT CONTINUATION**

During the period of FMLA/CFRA leave, the employee is entitled to accrual of seniority and to participate in employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to any other leave.

During FMLA or CFRA leave, the District will maintain and provide the employer portion (e.g., Cafeteria Plan amount) towards the group health insurance coverage as enrolled for an employee as if they were working. Employees who are "not enrolled" in health insurance coverage through the District will receive the current amount as listed in the table under Section D.8 (A): Medical, Dental and Vision.

### **REINSTATEMENT**

Employees on FMLA have the right to reinstatement to the same or comparable position upon return. There is a limited exception under FMLA for "key employees" that allows an employer to deny reinstatement to an employee who is among the highest paid 10% of the District's employees. This denial is necessary to prevent substantial and grievous economic injury to the operations of the District. The District is required to notify the employee of the intent to deny reinstatement. However, CFRA leave does not have this "key employee" exception and the District is required to reinstate all employees after CFRA leave unless the position would have otherwise been eliminated independent of the CFRA leave (e.g., layoff, reduction in hours, or disciplinary action unrelated to CFRA leave), or where the employee fraudulently took CFRA leave when they did not otherwise qualify for the leave.

## **D.13 (B)(5): Workers' Compensation Leave**

### **D.13 (B)(5)(i): Eligibility**

An employee who in the performance of their District job duties incurs a job related injury or illness that qualifies the employee for Workers' Compensation temporary disability benefits (i.e. a "compensable claim"), will be placed on Workers' Compensation leave. FMLA and CFRA entitlements will run simultaneously with such leave. An employee who is injured or suffers an illness on the job must report the injury or illness immediately to their supervisor. If another employee learns of the injury or illness and that the injured or ill employee is unable to report the condition, the other employee shall immediately report the illness or injury to their supervisor.

### **D.13 (B)(5)(ii): Certification**

The method and requirements for verification of the basis for the Workers' Compensation leave shall be as allowed or required pursuant to the State of California's Workers' Compensation laws. Medical certification that the employee is released and able to return to work and perform the essential tasks of their regular position without limitation or with limitations that the District can reasonably accommodate pursuant to the District's Modified Duty Policy (D.13(B)(3)) is required before the employee will be permitted to return.

### **D.13 (B)(5)(iii): Duration**

The employee will be retained on work-related medical leave status until one of the following circumstances occurs:

1. The employee is released to work with no restrictions;
2. The employee is released to work with some restrictions, and work is offered by the District, which is consistent with those restrictions;
3. Medical evidence establishes that the employee is permanently unable to return to usual duties; or
4. The employee informs the District of the intent not to return to work (either by directly communicating this intent to the District or by actions inconsistent with intent to return, such as moving out of the area or accepting other employment).

An employee returning to work must provide the District with reasonable advance notice of release to return. The employee must also provide a health care provider's statement indicating fitness to perform the former duties. An employee returning to work will be returned to the former position, if available. If such position is not available, the employee will be offered another position for which the employee is qualified, if one is available.

#### **D.13 (B)(5)(iv): Benefits**

Employees sustaining a job-related injury or illness may be entitled to a combination of benefits from any accumulated paid leave, the District's workers' compensation carrier, and the District's short-term and long-term disability plans. These benefits, if any, will be paid in accordance with the provisions of the benefit's respective plans. In no event will the benefits received by the employee exceed their regular rate of pay as of the date of the job-related injury or illness.

Benefits such as vacation and sick leave will not accrue while on a workers' compensation leave. Medical insurance premiums while on leave will be treated in the same manner as with other medical leaves of absence.

#### **D.13 (B)(5)(v): Use of Accrued Leave**

Vacation, holiday, and sick leave benefits, which the employee uses during the leave, will be coordinated with workers' compensation benefits; such that the total amount received by the employee will not exceed their regular wages.

#### **D.13 (B)(6): Bereavement Leave**

If an employee's immediate family member (child, step-child, parent, parent in-law, grandparent, sibling, spouse, or registered domestic partner) dies, the employee will be granted up to three (3) days of paid funeral leave to arrange for and attend the funeral or memorial service. The District Manager may also approve the employee's use of accumulated compensatory time off, vacation, or holiday time to attend to estate related matters.

#### **D.13 (B)(7): Jury and Witness Duty**

An employee summoned for jury or witness duty must immediately notify the District Manager, and provide a copy of the documentation verifying the duty. While serving on a jury or as a witness, the employee will be given a paid leave of absence for the duration of the duty. The District will continue paying for benefits and vacation and sick leave will continue to accrue. The employee must return to work each day upon dismissal from duty to complete their remaining normal workday, if feasible.

#### **D.13 (B)(8): Military Leave**

The rights of an employee who is a member of the U.S. Armed Forces called to perform required military duty, including but not limited to compensation, benefits, seniority, and rights of return, shall be governed by applicable state and federal law. The District will pay the employee's salary for up to 30 days while on Military Leave.

**D.13(C): Miscellaneous Leaves**

Employees may occasionally need time off to address certain matters that are regulated by law. The District will comply with its legal obligations to provide employees time off, where necessary, to perform military duty or fulfill other commitments. Time off that is provided under this policy will ordinarily be unpaid except where the law requires that the time be paid.

**D.13(D): Pandemic Related Policies**

In the interest of protecting the health and safety of the District’s employees, the District will comply with applicable Center for Disease Control (CDC), CalOSHA, California Department of Public Health (CDPH), and other local, state, and federal regulatory agency protocols, recommendations and/or requirements, and the District will take every precaution to reduce the risk of exposure to a virus, such as COVID-19. Guidelines, protocols and policies change rapidly as new information emerges on how to stop the spread of this virus, and other potential new health and safety risks.

The District shall thus adhere to its Pandemic Prevention Program, located on the District’s website at [westbaysanitary.org](http://westbaysanitary.org) which contains the most up-to-date information and policies, including protocols such as face covering, social distancing, hygiene, testing requirements.

If an employee is required to stay home for a Pandemic related illness and/or exposure, and the employee is unable to perform their work at home, the employee may be granted paid administrative leave, at the discretion of the District Manager, for up to 10 days and 1 occurrence of possible exposure. The above leave may apply until the pandemic ceases to exist.

Employees may be eligible for additional paid or unpaid sick leave, or other benefits as consistent with applicable state or federal law.

The District reserves its rights to implement and modify workplace protocols consistent with state and/or federal law in the interest of the health, safety and welfare of its employees and on the operational needs of the District.



## ***SECTION E: Amendments***

These Personnel Policies may be amended at any time by the District Board, with or without advance notice to employees, unless subject to any obligation to meet and confer with any recognized bargaining unit. Employees will be provided a copy of any amendments.

For employees whose terms and conditions of employment are covered by a Memorandum of Understanding, these Personnel Policies are not intended to supersede or override any provision set forth by the Memorandum of Understanding. In the event of any conflict or inconsistency between the provisions of this Personnel Policy and the provisions of an applicable Memorandum of Understanding, the Memorandum of Understanding shall apply and in accordance with applicable law.

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 13

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *May 12<sup>th</sup>, 2021 Update Report on District Response to Corona Virus*

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### **Background**

In early March of 2020, the outbreak of Corona Virus in the USA caused Federal, State and Local governments to enact several laws, regulations and guidelines to mitigate the impact of the spread and severity of the virus including Shelter in Place. The District has been busy employing measures to meet those regulations and guidelines as well as taking action to ensure the safe working conditions of staff and minimize exposure of and interaction with the public.

### **Analysis**

The District has thus far taken action in regards to: Shelter in Place, Social Distancing, Personal Protective Equipment, and the Injury and Illness Prevention Program (IIPP).

*Shelter in Place:* The District as a wastewater agency has been designated as an “Essential Service” and supplied employees with letters drafted by legal counsel that can be shown to legal authorities, if required, to justify their travel to, during and from work. In addition, the District has developed a Modified Work Schedule that requires individuals to stay at home or telecommute in order to reduce interaction and thus the potential of any spread of the virus among District staff. The District has also implemented the use of Zoom for meetings to reduce the need for consultants, partners, the public and Board member to attend in person. A camera and large screen have been installed to accommodate this mode of virtual meetings.

*Social Distancing:* District staff has employed several measures related to Social Distancing including; limiting meeting size to 10, marking seating spots at tables with 6 foot separation, signage encouraging 6 foot distancing, separation of reporting stations to include the FERRF, Plexi-glass shields at the counter and between workspaces that cannot achieve 6 foot distancing, and closing of the District Office to the public unless by appointment.

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**Report to the District Board for the Regular Meeting of May 12, 2021**



*Personal Protective Equipment (PPE):* The District has been engaged in supplying employees and Board members with several forms of Personal Protective Equipment and emphasizing the frequent and regular use of this equipment. These items include: The distribution of hand sanitizer to employees and Board members, wipes for counters, chairs and tables, installation of hand sanitizer at counter, tables and offices, N95 masks to all employees, increased counts coveralls, face shields, goggles etc.

This has caused the District to reassess its inventory and at what levels of existing stock should trigger new orders so that the District can maintain adequate levels of important supplies to carry us not only through traditionally thought of natural disasters but pandemics such as this. To that end staff has developed an improved inventory check list that includes contact information for ordering, expected lag times in ordering, minimum levels of stock, Trigger-levels for ordering, dates of stock added to inventory and so on. This should help us be better prepared for future events where PPE can be in short supply or difficult to obtain and District operations can continue uninterrupted.

*Injury and Illness Prevention Program:* The District has made a significant effort in the way of training employees in how to deal with the COVID 19 response. We have developed SOP's for both field staff and office staff in dealing with customers while maintaining social distancing, utilizing PPE, and remote permitting etc. We have complied with local health officials requirement to complete and post at all entrances the Social Distancing Protocols and used that and our SOP's as a basis for developing a comprehensive COVID 19 Preparedness and Response program.

The District has taken great efforts to inform the public of changes in business procedures during this time including website postings, posting notices and information on all entrance doors, mailings of letters and flyers to residents, and ads in Facebook and YouTube. The use of Wipes has emerged as a huge problem for the District and our outreach has included addressing this problem in the flyers, ads, and correspondence to persuade our constituents to refrain from flushing wipes.

*May 13 update:* The District has found that it takes at least 3 weeks from the date of order to delivery of consumable PPE items such as; N95 face masks (we have received 2,000 masks since the first March order), 500 face shields, and 150 goggles to protect the field staff from droplets and mist while cleaning the sewer lines.

The District will now be faced with transitioning back to normal operations. The District Office is open on Friday by appointment only. Construction activities are increasing and inspections are being scheduled much more frequently. Social Distancing and PPE will continue to be key elements of District life for the foreseeable future.

*May 27 update:* The District has opened the office to the public on Tuesdays and Thursdays. Stickers on the floors and notices on the doors and shields at the counters have been placed to remain compliant with the Health Dept. Wipes and signs have been placed in the bathrooms. All the departments except Administration have returned to normal work hours (which are mostly 9/80 schedule but crews are still separated with

the Satellite Office/Corp Yard. As a result of these changes have updated the COVID 19 response plan and affixed to entry doors as required.

*June 10 update:* Staff is resuming normal Pre-COVID 19 work schedules beginning June 8, with the exception of some of the Admin staff. Office hours will open up to Monday through Thursday 9am to 3pm.

*June 24 update:* As of Friday, June 12 the Administration Office was open by appointment. Office hours continue to be open Monday through Thursday 9am to 3pm. Staff is continuing to make a concerted effort to be available to the public and contractors for business.

*July 8 update:* The current YouTube advertisement advising customers not to flush wipes or towels has been viewed by 220,653 people and 24% or 50,759 have viewed the video to completion.

*August 12 update:* When an employee has been in contact with a known or possible COVID 19 positive patient or been in contact with someone who has been in contact with a confirmed COVID 19 positive patient they will be asked to stay home for a 14-day self-quarantine period and will be asked to be tested for COVID 19. If the employee is well enough during the self-quarantine period, they will work from home during this time. As soon as the employee is COVID 19 negative, they will be asked to return to work.

*September 9 update:* The District's COVID-19 Preparedness and Response Program has been updated through DuAll Safety to include usage of current San Mateo County Health Department signage, updated social distancing protocol (verbiage and links for continuing SIP order), CDC updates on Coronavirus symptoms, addition of cloth face mask and San Mateo County Health guidelines. Training to be scheduled for September with DuAll Safety (by ZOOM) for all current updates. Staff has purchased two disinfecting fog machines to disinfect surfaces in the Admin and Maintenance Buildings, and Operations Building at FERFF. Disinfection of surface are being done weekly.

*September 23 update:* Two employees are currently out sick and in quarantine due to a possible exposure to COVID-19 per District's protocol memorialized in our August 12, 2020 update (above) "*When an employee has been in contact with a known or possible COVID 19 positive patient or been in contact with someone who has been in contact with a confirmed COVID 19 positive patient they will be asked to stay home for a 14-day self-quarantine period and will be asked to be tested for COVID 19.*" Once the employees test negative for COVID-19, or quarantine for 14 days, they will be allowed back to work.

*October 14 update:* No updates at this time.

*October 28 update:* Updated training on the Response Program will be conducted in October. Two office employees were experiencing COVID-19 symptoms and were asked to work from home until test results were available. Both employees tested negative and have returned to work.

*November 18 update:* Updated training on the Response Program will be conducted on November 16.

*December 9 update:* The District is following all County of San Mateo increased COVID-19 restrictions and has cancelled our Holiday Luncheon out of an abundance of caution.

*January 13, 2021 update:* The front office is now limiting customers inside the lobby to no more than one. Others are asked to socially distance outside while they wait. Staff is working on the new COVID-19 Prevention Emergency Temporary Standards regarding prevention and reporting outbreaks.

*January 27, 2021 update:* The new COVID-19 Prevention Plan is complete and staff will receive training shortly.

*February 10, 2021 update:* Updated training on the Response Program was provided on February 2.

*February 24, 2021 update:* District Manager issued COVID-19 Vaccine letter to staff so they may schedule their vaccine on or after February 22, 2021 as part of the Phase 1B.

*March 10, 2021 update:* To date 7 employees have received at least one vaccine shot and approximately 3 others have received appointments.

*March 24, 2021 update:* Approximately 10 employees have been vaccinated.

*April 14, 2021 update:* The front office is back open to the public with limited hours of 9am-3pm Monday thru Friday with one customer being allowed in the lobby at a time. All four front office staff have received their second vaccine. Approximately, 33% of all staff have received one or more vaccine shots.

*April 28, 2021 update:* Approximately 50% of West Staff has been vaccinated. Effective May 3<sup>rd</sup> the Administrative staff will begin to work in the office full time, rather than from home, as they were for one to two days per week.

*May 12, 2021 update:* West Bay staff is back to working in the office full time and we are continuing have the front office opened to the public Monday through Friday. Over 50% of all staff are now vaccinated.

## **Fiscal Impact**

While there has been considerable expense to implementing some of the COVID 19 mitigation measures such as; converting the FERRF office space (approx. \$2,000), purchasing PPE for stock (\$8,000 to \$10,000), Public Outreach (\$10,500), Zoom Meeting Equipment (approx. \$6,000) these expenses were absorbed in the Operating budget. The FY2020-21 Budget could be substantially impacted by the effects of the national COVID 19 response. To date approximately \$5300.00 has been spent in PPE, \$2000.00 in disinfecting equipment, and \$1927.00 in producing and updating the COVID 19 Response Plan.

### **Recommendation**

The District Manager recommends the Board accept this report and provide comments to the District Manager in regards to the report. Additional information may be available at the Board meeting as conditions and responses are rapidly changing throughout the COVID-19 pandemic.

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 14**

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

**Subject: Report and Discussion on the West Bay and Sharon Heights  
Recycled Water Facility**

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A discussion will be held on the Sharon Heights Recycled Water Facility and other events related to the recycled water plant. The Board will have opportunity to provide direction to staff and legal counsel.

The following is a disclosure statement required for any document, written report or brochure prepared in whole or in part pursuant to the Finance Agreement with the State Water Resources Control Board for the West Bay Sanitary District Recycled Water Project - Sharon Heights:

*Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.*

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 15**

**To:***Board of Directors*

**From:***Sergio Ramirez, District Manager*

**Subject:***Discussion and Direction on the Bayfront Recycled Water Project  
and Status Update*

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A discussion will be held on the District's Bayfront Recycled Water Projects and other events related to the recycled water projects including financing, environmental review, design/build issues and grant applications.

The Board will have opportunity to provide direction to staff and legal counsel.



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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 16**

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

**Subject: Report and Discussion on South Bayside Waste Management Authority (SBWMA)**

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The District's representative to South Bayside Waste Management Authority (SBWMA), President Fran Dehn, will report on any pertinent items regarding SBWMA business.

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 17**

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

**Subject: Report and Discussion on Silicon Valley Clean Water (SVCW) Plant**

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The District's representative to Silicon Valley Clean Water (SVCW), Commissioner George Otte, will report on pertinent items regarding SVCW Operations, CIP and Finance.

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**Report to the District Board for the Regular Meeting of May 12, 2021**

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