

**COASTSIDE COUNTY WATER DISTRICT**

**766 MAIN STREET**

**HALF MOON BAY, CA 94019**

**SPECIAL MEETING OF THE BOARD OF DIRECTORS**

**Tuesday, July 13, 2010 - 6:00 p.m.**

**AGENDA**

**1) ROLL CALL**

**2) PUBLIC COMMENT**

Members of the public may address the Board of Directors on the items on the agenda for this special meeting. The Chair requests that each person addressing the Board complete and submit a speaker slip, and limit their comments to three (3) minutes.

**3) CLOSED SESSION**

**Conference with Labor Negotiator**

Pursuant to California Government Code §54957.6

Agency Designated Representatives: General Manager

Employee Organization: Teamsters Union, Local 856

**4) RECONVENE TO OPEN SESSION**

Public report of closed session action.

**5) ADJOURNMENT**

***Accessible Public Meetings** - Upon request, the Coastside County Water District will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, telephone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least two (2) days before the meeting. Requests should be sent to: Coastside County Water District, Attn: Alternative Agenda Request, 766 Main Street, Half Moon Bay, CA 94019.*

## **COASTSIDE COUNTY WATER DISTRICT**

**766 MAIN STREET**

**HALF MOON BAY, CA 94019**

### **MEETING OF THE BOARD OF DIRECTORS**

**Tuesday, July 13, 2010- 7:00 p.m.**

#### **AGENDA**

The Coastside County Water District (CCWD) does not discriminate against persons with disabilities. Upon request, the agenda and agenda packet materials 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) 726-4405 in advance and we will make every reasonable attempt to provide such an accommodation.

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the CCWD District Office, located at 766 Main Street, Half Moon Bay, CA at the same time that the public records are distributed or made available to the legislative body.

*This agenda and accompanying materials can be viewed on Coastside County Water District's website located at: [www.coastsidewater.org](http://www.coastsidewater.org).*

**The Board of the Coastside County Water District reserves the right to take action on any item included on this agenda.**

- 1) ROLL CALL**
- 2) PLEDGE OF ALLEGIANCE**
- 3) PUBLIC COMMENTS**

*At this time members of the public may address the Board of Directors on issues not listed on the agenda which are within the purview of the Coastside County Water District. Comments on matters that are listed on the agenda may be made at the time the Board is considering each item. Each speaker is allowed a maximum of three (3) minutes and must complete and submit a speaker slip. The President of the Board will recognize each speaker, at which time the speaker should proceed to the podium, give their name and address and provide their comments to the Board.*

#### 4) CONSENT CALENDAR

The following matters before the Board of Directors are recommended for action as stated by the General Manager.

**All matters listed hereunder constitute a Consent Calendar, are considered as routine by the Board of Directors, and will be acted upon by a single vote of the Board. There will be no separate discussion of these items unless a member of the Board so requests, in which event the matter shall be removed from the Consent Calendar and considered as a separate item.**

- A. Requesting the Board to review disbursements for the month Ending June 30, 2010 - Claims: \$494,677.94; Payroll: \$74,234.56 for a total of \$568,912.50 ([attachment](#))
- B. Acceptance of Financial Reports ([attachment](#))
- C. Minutes of the June 8, 2010 Board of Directors Meeting ([attachment](#))
- D. Installed Water Connection Capacity and Water Meters Report ([attachment](#))
- E. Total CCWD Production Report ([attachment](#))
- F. CCWD Monthly Sales by Category Report ([attachment](#))
- G. June 2010 Leak Report ([attachment](#))
- H. Rainfall Reports ([attachment](#))
- I. San Francisco Public Utilities Commission Hydrological Conditions Report for June 2010 ([attachment](#))
- J. Notice of Completion - Miramar Tank Recoating Project ([attachment](#))
- K. Notice of Acceptance - Canada Cove Non-Complex Pipeline Extension Project ([attachment](#))
- L. Approval of Water Service Agreement - Andreini Family Ranch Pipeline Extension Project ([attachment](#))
- M. Resolution Adopting Association of California Water Agencies Health Benefits Authority Amended and Restated Bylaws and Joint Powers Agreement ([attachment](#))
- N. Approval of Amendments to California Special Districts Association Bylaws ([attachment](#))

#### 5) MEETINGS ATTENDED / DIRECTOR COMMENTS

**6) GENERAL BUSINESS**

- A. Resolution Adopting Policy for Sale and Purchase of Non-Priority Water Service Connections and Rules and Regulations for Sale and Purchase of Non-Priority Water Service Connections ([attachment](#))
- B. Resolution Establishing Appropriations Limit Applicable to District during fiscal year 2010-2011 ([attachment](#))
- C. California Special Districts Association (CSDA) 2010 Board Elections - Region 3, Seat B ([attachment](#))
- D. Resolution of Intention to Approve an Amendment to Contract Between the Board Administration, California Public Employees' Retirement System and the Board of Directors, Coastside County Water District ([attachment](#))
- E. Approval of Revised Memorandum of Understanding Between Coastside County Water District and Teamsters Local 856 ([attachment](#))

**7) GENERAL MANAGER'S REPORT INCLUDING MONTHLY INFORMATIONAL REPORTS ([attachment](#))**

- A. Operations Report ([attachment](#))
- B. Water Resources Report ([attachment](#))

**8) DIRECTOR AGENDA ITEMS - REQUESTS FOR FUTURE BOARD MEETINGS**

**9) ADJOURNMENT**

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Void Amount</u>	<u>Check Amount</u>
14772	COU05	RECORDER'S OFFICE	06/01/2010	0.00	28.00
14773	COU05	RECORDER'S OFFICE	06/01/2010	0.00	28.00
14774	HAL07	HALF MOON BAY POSTMASTER	06/01/2010	0.00	2,000.00
14775	HAL07	HALF MOON BAY POSTMASTER	VOID 06/02/2010	2,000.00	0.00
14776	HAL07	HALF MOON BAY POSTMASTER	06/02/2010	0.00	2,000.00
14777	COU05	RECORDER'S OFFICE	06/02/2010	0.00	18.00
14778	ALL04	ALLIED WASTE SERVICES #925	06/11/2010	0.00	271.98
14779	ALV01	ALVES PETROLEUM, INC.	06/11/2010	0.00	1,882.38
14780	ASS01	HEALTH BENEFITS AUTHORITY (HBA	06/11/2010	0.00	18,855.81
14781	ATT01	AT&T MOBILTY	06/11/2010	0.00	50.97
14782	ATT02	AT&T	06/11/2010	0.00	1,277.60
14783	COA 15	COASTSIDE NET, INC	06/11/2010	0.00	59.95
14784	HAR03	HARTFORD LIFE INSURANCE CO.	06/11/2010	0.00	1,894.00
14785	KAI01	KAISER FOUNDATION HEALTH	06/11/2010	0.00	9,054.00
14786	PAC02	PACIFICA CREDIT UNION	06/11/2010	0.00	750.00
14787	PUB01	PUB. EMP. RETIRE SYSTEM	06/11/2010	0.00	17,699.41
14788	PUB02	CA PUBLIC EMPLOYEE'S RETIREMEN	06/11/2010	0.00	600.00
14789	STA03	CA DPH DRINKING WATER PROGRAM	06/11/2010	0.00	90.00
14790	UB*00781	BETH MILES	06/11/2010	0.00	384.00
14791	UNI12	UNION BANK OF CALIFORNIA	06/11/2010	0.00	2,273.50
14792	VAL01	VALIC	06/11/2010	0.00	1,320.00
14793	ACC02	ACCURATE AIR ENGINEERING, INC	06/25/2010	0.00	1,253.75
14794	ADP01	ADP, INC.	06/25/2010	0.00	498.55
14795	ADV02	FRANK YAMELLO	06/25/2010	0.00	199.00
14796	ALI01	ALIFANO TECHNOLOGIES LLC	06/25/2010	0.00	2,424.53
14797	AND01	ANDREINI BROS. INC.	06/25/2010	0.00	1,442.00
14798	ASS04	ASSOC.CALIF.WATER AGENCIES	06/25/2010	0.00	497.75
14799	ASS05	ACWA HEALTH BENEFITS AUTHORITY	06/25/2010	0.00	60.18
14800	ATT03	AT&T LONG DISTANCE	06/25/2010	0.00	64.93
14801	AZT01	AZTEC GARDENS, INC.	06/25/2010	0.00	190.00
14802	BAI03	RICHARD BAILEY	06/25/2010	0.00	300.00
14803	BAL04	BALANCE HYDROLOGICS, INC	06/25/2010	0.00	1,742.50
14804	BAR01	BARTKIEWICZ, KRONICK & SHANAHA	06/25/2010	0.00	2,737.50
14805	BAS01	BASIC CHEMICAL SOLUTION, LLC	06/25/2010	0.00	4,451.41
14806	BAY07	BAY AREA WATER SUPPLY &	06/25/2010	0.00	280.00
14807	BAY10	BAY ALARM COMPANY	06/25/2010	0.00	763.11
14808	BEL01	MORRIS D. BELL	06/25/2010	0.00	150.00
14809	BIG01	BIG CREEK LUMBER	06/25/2010	0.00	86.28
14810	BOR01	BORGES & MAHONEY, INC.	06/25/2010	0.00	235.81
14811	CAL06	CALIFORNIA GENERATOR SERVICE	06/25/2010	0.00	3,503.63
14812	CAL08	CALCON SYSTEMS, INC.	06/25/2010	0.00	25,054.58
14813	CAR02	CAROLYN STANFIELD	06/25/2010	0.00	485.00
14814	CIN01	CINTAS FIRST AID & SAFETY	06/25/2010	0.00	103.23
14815	COA01	COASTSIDE LAND SURVEYING	06/25/2010	0.00	85.00
14816	COA19	COASTSIDE COUNTY WATER DIST.	06/25/2010	0.00	103.11
14817	COM01	COMMUNICATION LEASING SERVICES	06/25/2010	0.00	2,253.65
14818	COW01	COWAN & THOMPSON CONSTRUCTION,	06/25/2010	0.00	2,869.26
14819	CSG01	CSG SYSTEMS, INC	06/25/2010	0.00	2,630.21
14820	EKI01	EKI INC.	06/25/2010	0.00	11,311.97
14821	EWI01	EWING IRRIGATION PRODUCTS	06/25/2010	0.00	18.52
14822	FIR06	FIRST NATIONAL BANK	06/25/2010	0.00	4,461.85
14823	FIS01	FISHER SCIENTIFIC	06/25/2010	0.00	338.03
14824	FRA03	VIRGINIA FRANCIS	06/25/2010	0.00	150.00
14825	FRA04	DAVID FRANKOVIC	06/25/2010	0.00	300.00
14826	FRI01	FRISCH ENGINEERING, INC	06/25/2010	0.00	2,535.00
14827	GAR07	GARDINI ELECTRIC CO., INC.	06/25/2010	0.00	6,430.00
14828	GSO01	GSOLUTIONZ, INC.	06/25/2010	0.00	355.50
14829	HAL01	HMB BLDG. & GARDEN INC.	06/25/2010	0.00	71.90
14830	HAL04	HALF MOON BAY REVIEW	06/25/2010	0.00	3,215.00
14831	HAL23	HMB ALARM	06/25/2010	0.00	420.00
14832	HAL24	H.M.B.AUTO PARTS	06/25/2010	0.00	561.14
14833	HAN01	HANSONBRIDGETT. LLP	06/25/2010	0.00	10,227.70

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Void Amount</u>	<u>Check Amount</u>
14834	HAN04	HANSEN INFORMATION TECHNOLOGY	06/25/2010	0.00	2,273.11
14835	HAR03	HARTFORD LIFE INSURANCE CO.	06/25/2010	0.00	1,894.00
14836	IED01	IEDA, INC.	06/25/2010	0.00	1,000.00
14837	IRO01	IRON MOUNTAIN	06/25/2010	0.00	284.80
14838	IRV01	IRVINE CONSULTING SERVICES, IN	06/25/2010	0.00	2,150.00
14839	JAM01	JAMES FORD, INC.	06/25/2010	0.00	115.65
14840	JJA01	JJACPA, INC	06/25/2010	0.00	4,360.50
14841	KGW01	KG WALTERS CONSTRUCTION CO, IN	06/25/2010	0.00	94,050.00
14842	KIN01	CHRIS KLINGELE	06/25/2010	0.00	10,750.00
14843	LAB02	DENIS LABRECQUE	06/25/2010	0.00	150.00
14844	LOM01	GLENNA LOMBARDI	06/25/2010	0.00	99.00
14845	MCT01	MCTV6	06/25/2010	0.00	750.00
14846	MET06	METLIFE SBC	06/25/2010	0.00	1,367.09
14847	MIS01	MISSION UNIFORM SERVICES INC.	06/25/2010	0.00	129.26
14848	MON01	DARIN BOVILLE	06/25/2010	0.00	1,200.00
14849	MON07	MONTEREY COUNTY LAB	06/25/2010	0.00	9,091.00
14850	NAT02	NATIONAL METER & AUTOMATION	06/25/2010	0.00	3,823.75
14851	NIC01	NICOLS DIAMOND TOOL, INC	06/25/2010	0.00	675.00
14852	OCE04	OCEAN SHORE CO.	06/25/2010	0.00	780.32
14853	OFF01	OFFICE DEPOT	06/25/2010	0.00	645.58
14854	ONT01	ONTRAC	06/25/2010	0.00	386.30
14855	PAC01	PACIFIC GAS & ELECTRIC CO.	06/25/2010	0.00	10,141.36
14856	PAC02	PACIFICA CREDIT UNION	06/25/2010	0.00	750.00
14857	PIT04	PITNEY BOWES	06/25/2010	0.00	231.00
14858	PUB01	PUB. EMP. RETIRE SYSTEM	06/25/2010	0.00	17,690.82
14859	PUM01	PUMP REPAIR SERVICE CO. INC.	06/25/2010	0.00	28,801.27
14860	RIC02	RICOH AMERICAS CORP	06/25/2010	0.00	788.15
14861	RIC04	RICE TRUCKING--SOIL FARM	06/25/2010	0.00	126.85
14862	ROB01	ROBERTS & BRUNE CO.	06/25/2010	0.00	13,898.70
14863	ROG01	ROGUE WEB WORKS, LLC	06/25/2010	0.00	255.00
14864	SAN03	SAN FRANCISCO WATER DEPT.	06/25/2010	0.00	105,120.35
14865	SAN05	SAN MATEO CTY PUBLIC HEALTH LA	06/25/2010	0.00	402.00
14866	SER03	SERVICE PRESS	06/25/2010	0.00	8,268.22
14867	SEW01	SEWER AUTH. MID- COASTSIDE	06/25/2010	0.00	1,140.00
14868	SIE02	SIERRA CHEMICAL CO.	06/25/2010	0.00	6,116.56
14869	STA03	CA DPH DRINKING WATER PROGRAM	06/25/2010	0.00	60.00
14870	STO01	STOLOSKI & GONZALEZ, INC.	06/25/2010	0.00	743.87
14871	STR02	STRAWFLOWER ELECTRONICS	06/25/2010	0.00	28.43
14872	TEA02	TEAMSTERS LOCAL UNION #856	06/25/2010	0.00	755.00
14873	TET01	JAMES TETER	06/25/2010	0.00	3,723.86
14874	TJC01	TJC AND ASSOCIATES, INC	06/25/2010	0.00	333.50
14875	TUR04	SUSAN TURGEON	06/25/2010	0.00	72.01
14876	UB*00782	JASON COLVER	06/25/2010	0.00	42.52
14877	UB*00783	CAMERON JEFFS	06/25/2010	0.00	74.08
14878	UB*00784	DANA WASHINGTON	06/25/2010	0.00	160.81
14879	UB*00785	MAJID KARAM	06/25/2010	0.00	63.53
14880	UB*00786	ROGER NOYES c/o STANFORD FEDERAL CR	06/25/2010	0.00	49.16
14881	UB*00787	ROSA ESCALANTE	06/25/2010	0.00	32.88
14882	UB*00788	A TO B REALTY	06/25/2010	0.00	21.65
14883	UB*00789	PREMIER PROPERTIES ATTN:DARYL	06/25/2010	0.00	56.15
14884	VAL01	VALIC	06/25/2010	0.00	1,320.00
14885	VEL07	WENDY VELEZ	06/25/2010	0.00	140.00
14886	VER02	VERIZON WIRELESS	06/25/2010	0.00	571.55
14887	WES11	WEST COAST AGGREGATES, INC.	06/25/2010	0.00	679.12
14888	WHE01	VIRGINIA WHELEN	06/25/2010	0.00	195.00
14889	WHE03	JOANNE WHELEN	06/25/2010	0.00	300.00
14890	WIL04	KYOKO WILCOX	06/25/2010	0.00	150.00

**Report Total: 2,000.00 494,677.94**

**COASTSIDE COUNTY WATER DISTRICT - PERIOD BUDGET ANALYSIS**  
**30-Jun-10**

<b>ACCOUNT</b>	<b>DESCRIPTION</b>	<b>CURRENT ACTUAL</b>	<b>CURRENT BUDGET</b>	<b>B/(W) VARIANCE</b>	<b>B/(W) % VAR</b>	<b>YTD ACTUAL</b>	<b>YTD BUDGET</b>	<b>B/(W) VARIANCE</b>	<b>B/(W) % VAR</b>
<b>REVENUE</b>									
1-0-4120-00	Water Revenue -All Areas	512,726	466,578	46,148	9.9%	5,425,164	5,844,903	(419,739)	(7.2%)
1-0-4170-00	Water Taken From Hydrants	915	2,083	(1,169)	(56.1%)	13,770	25,000	(11,230)	(44.9%)
1-0-4180-00	Late Notice -10% Penalty	3,920	4,167	(247)	(5.9%)	48,333	50,000	(1,667)	(3.3%)
1-0-4230-00	Service Connections	584	667	(82)	(12.3%)	4,988	458,000	(453,012)	(98.9%)
1-0-4235-00	CSP Connection T & S Fees	20,388	0	20,388	0.0%	121,453	0	121,453	0.0%
1-0-4920-00	Interest Earned	0	0	0	0.0%	23,455	65,549	(42,094)	(64.2%)
1-0-4925-00	Interest Revenue T&S Fees	0	0	0	0.0%	0	0	0	0.0%
1-0-4927-00	Inerest Revenue Bond Funds	0	0	0	0.0%	0	0	0	0.0%
1-0-4930-00	Tax Apportionments/Cnty Checks	41,110	0	41,110	0.0%	665,297	300,000	365,297	121.8%
1-0-4950-00	Miscellaneous Income	260	3,083	(2,823)	(91.6%)	83,518	37,000	46,518	125.7%
1-0-4955-00	Cell Site Lease Income	9,324	6,850	2,474	36.1%	108,069	82,200	25,869	31.5%
1-0-4960-00	CSP Assm. Dist. Processing Fee	0	0	0	0.0%	0	0	0	0.0%
1-0-4965-00	ERAF REFUND -County Taxes	0	0	0	0.0%	305,752	100,000	205,752	205.8%
1-0-4970-00	Wavecrest Reserve Conn. Fees	0	0	0	0.0%	0	0	0	0.0%
<b>REVENUE TOTALS</b>		<b>589,225</b>	<b>483,428</b>	<b>105,797.20</b>	<b>21.9%</b>	<b>6,799,798</b>	<b>6,962,652</b>	<b>(162,854)</b>	<b>(2.3%)</b>
<b>EXPENSES</b>									
1-1-5130-00	Water Purchased	105,120	165,182	60,062	36.4%	1,465,004	1,610,934	145,930	9.1%
1-1-5230-00	Pump Exp, Nunes T P	1,906	1,583	(323)	(20.4%)	19,808	19,000	(808)	(4.3%)
1-1-5231-00	Pump Exp, CSP Pump Station	451	24,086	23,635	98.1%	239,831	230,407	(9,424)	(4.1%)
1-1-5232-00	Pump Exp, Trans. & Dist.	1,192	2,369	1,177	49.7%	12,194	21,700	9,506	43.8%
1-1-5233-00	Pump Exp, Pilarcitos Can.	1,153	120	(1,033)	(860.7%)	19,342	10,016	(9,326)	(93.1%)
1-1-5234-00	Pump Exp. Denniston Proj.	4,778	9,431	4,653	49.3%	15,275	53,176	37,901	71.3%
1-1-5235-00	Denniston T.P. Operations	557	5,363	4,806	0.0%	8,435	30,000	21,565	71.9%
1-1-5236-00	Denniston T.P. Maintenance	5,274	2,112	(3,162)	(149.7%)	27,497	43,000	15,503	36.1%
1-1-5240-00	Nunes T P Operations	11,440	6,207	(5,233)	(84.3%)	79,330	65,400	(13,930)	(21.3%)
1-1-5241-00	Nunes T P Maintenance	236	3,173	2,937	92.6%	50,791	38,000	(12,791)	(33.7%)
1-1-5242-00	CSP Pump Station Operations	589	712	123	17.3%	8,074	8,500	426	5.0%
1-1-5243-00	CSP Pump Station Maintenance	5,723	2,309	(3,414)	(147.8%)	55,391	68,500	13,109	19.1%
1-1-5250-00	Laboratory Services	9,879	6,250	(3,629)	(58.1%)	62,368	75,000	12,632	16.8%
1-1-5318-00	Studies/Surveys/Consulting	2,254	1,879	(375)	(20.0%)	68,271	22,544	(45,727)	(202.8%)
1-1-5321-00	Water Conservation	4,676	5,054	378	7.5%	61,173	60,650	(523)	(0.9%)
1-1-5322-00	Community Outreach	11,283	2,392	(8,891)	(371.8%)	33,153	28,700	(4,453)	(15.5%)
1-1-5411-00	Salaries & Wages -Field	73,056	69,821	(3,235)	(4.6%)	900,950	907,674	6,724	0.7%
1-1-5412-00	Maintenance -General	23,864	15,712	(8,152)	(51.9%)	152,287	189,500	37,213	19.6%

ACCOUNT	DESCRIPTION	CURRENT ACTUAL	CURRENT BUDGET	B/(W) VARIANCE	B/(W) % VAR	YTD ACTUAL	YTD BUDGET	B/(W) VARIANCE	B/(W) % VAR
1-1-5414-00	Motor Vehicle Expense	2,919	3,958	1,039	26.3%	44,788	47,500	2,712	5.7%
1-1-5415-00	Maintenance -Well Fields	0	1,250	1,250	100.0%	5,341	15,000	9,659	64.4%
1-1-5610-00	Salaries/Wages-Administration	47,463	49,739	2,276	4.6%	608,641	646,607	37,966	5.9%
1-1-5620-00	Office Supplies & Expense	11,292	10,929	(362)	(3.3%)	119,377	131,150	11,773	9.0%
1-1-5621-00	Computer Services	4,813	6,488	1,674	25.8%	70,708	64,150	(6,558)	(10.2%)
1-1-5625-00	Meetings / Training / Seminars	1,314	1,667	352	21.1%	22,800	20,000	(2,800)	(14.0%)
1-1-5630-00	Insurance	32,788	31,319	(1,469)	(4.7%)	492,620	500,830	8,210	1.6%
1-1-5640-00	Employees Retirement Plan	34,906	34,442	(464)	(1.3%)	425,333	447,750	22,417	5.0%
1-1-5645-00	SIP 401K Plan	0	1,667	1,667	100.0%	0	20,000	20,000	100.0%
1-1-5681-00	Legal	5,800	4,333	(1,467)	(33.8%)	59,255	52,000	(7,255)	(14.0%)
1-1-5682-00	Engineering	1,015	1,250	235	18.8%	11,625	15,000	3,375	22.5%
1-1-5683-00	Financial Services	4,361	2,583	(1,777)	(68.8%)	24,223	31,000	6,777	21.9%
1-1-5684-00	Payroll Tax Expense	9,233	8,627	(606)	(7.0%)	111,181	112,146	965	0.9%
1-1-5687-00	Membership, Dues, Subscript.	175	1,735	1,560	89.9%	41,637	53,815	12,178	22.6%
1-1-5688-00	Election Expenses	0	0	0	0.0%	24,358	15,000	(9,358)	0.0%
1-1-5689-00	Labor Relations	1,000	1,000	0	0.0%	12,000	12,000	0	0.0%
1-1-5700-00	San Mateo County Fees	0	0	0	0.0%	7,531	10,800	3,269	30.3%
1-1-5705-00	State Fees	0	0	0	0.0%	41,988	10,500	(31,488)	(299.9%)
1-1-5711-00	Debt Srvc/Existing Bonds 1998A	0	0	0	0.0%	273,130	270,845	(2,285)	(0.8%)
1-1-5712-00	Debt Srvc/Existing Bonds 2006B	2,274	0	(2,274)	0.0%	491,569	486,401	(5,168)	(1.1%)
1-1-5713-00	Contribution to CIP & Reserves	43,121	43,121	0	0.0%	517,457	517,457	0	0.0%
1-1-5745-00	CSP Connect. Reserve Contribu.	20,388	0	(20,388)	0.0%	121,453	0	(121,453)	0.0%
1-1-5746-00	Wavecrest CSP Connt. Reserve	0	0	0	0.0%	0	0	0	0.0%
<b>EXPENSE TOTALS</b>		<b>486,292</b>	<b>527,864</b>	<b>41,572</b>	<b>7.9%</b>	<b>6,806,188</b>	<b>6,962,652</b>	<b>156,464</b>	<b>2.2%</b>
<b>NET INCOME</b>		<b>102,934</b>	<b>(44,435)</b>	<b>147,369</b>		<b>(6,390)</b>	<b>0</b>	<b>-6,390</b>	



**COASTSIDE COUNTY WATER DISTRICT  
INVESTMENT REPORT  
June 30, 2010**

		<i>Restricted</i>	<i>Restricted</i>	<i>Restricted for CSP CIP Projects</i>		
	<b>CASH FLOW &amp; OPERATING RESERVE</b>	<b>EMERGENCY RESERVES</b>	<b>CAPITAL EXPENDITURES</b>	<b>DISTRICT CSP CONTRIBUTION</b>	<b>CSP T&amp;S FEES</b>	<b>TOTAL</b>
<b>DISTRICT BALANCES</b>						
<u>CASH IN FIRST NATIONAL BANK</u>						
OPERATING ACCOUNT			\$856,331.90			\$856,331.90
CSP T&S ACCOUNT					\$144,598.42	\$144,598.42
<b>TOTAL FIRST NATIONAL BANK</b>	\$0.00	\$0.00	\$856,331.90	\$0.00	\$144,598.42	\$1,000,930.32
CASH WITH L.A.I.F	\$297,900.00	\$1,740,663.00	\$606,844.31	\$0.00	\$20,897.20	\$2,666,304.51
UNION BANK - Project Fund Balance			\$646,176.14			\$646,176.14
CASH ON HAND	\$1,930.00					\$1,930.00
<b>TOTAL DISTRICT CASH BALANCES</b>	<b>\$299,830.00</b>	<b>\$1,740,663.00</b>	<b>\$2,109,352.35</b>	<b>\$0.00</b>	<b>\$165,495.62</b>	<b>\$4,315,340.97</b>
<b>ASSESSMENT DISTRICT BALANCES</b>						
<u>CASH IN FIRST NATIONAL BANK</u>						
REDEMPTION ACCOUNT		\$ 87,555.66				
RESERVE ACCOUNT (Closed Account 8-4-04)		\$ -				
<b>TOTAL ASSESSMENT DISTRICT CASH</b>		<b>\$ 87,555.66</b>				

*This report is in conformity with CCWD's Investment Policy and there are sufficient funds to meet CCWD's expenditure requirements for the next three months.*

**COASTSIDE COUNTY WATER DISTRICT  
APPROVED CAPITAL IMPROVEMENT PROJECTS  
FISCAL YEAR 2009-2010**

30-Jun-10

	Approved CIP Budget FY 09/10	Actual To Date FY 09/10	Projected Year-End FY 09/10	Projected vs. Budget Variance	Project Status/ Comments
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**PIPELINE PROJECTS**

05-01	Main Street/Hwy 92 Widening Project	\$ 20,000		\$ -	\$ 20,000	Project completed.
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**WATER TREATMENT PLANTS**

99-05	Denniston Intake Maintenance	\$ 80,000	\$ 81,395	\$ -	\$ 80,000	Denniston dredging project completed
09	Denniston WTP - Intake Construction	\$ 100,000	\$ 4,888	\$ -	\$ 100,000	Completed design for intake modifications. Evaluating required permitting. Possible in-house project.
10-04	Nunes - Floc Drive Repair	\$ 50,000	\$ 40,569	\$ -	\$ 50,000	Drives received and installed. Complete for FY10. Project to be complete in FY12
07-01	Nunes Filter Media Replacement	\$ 50,000	\$ 49,487	\$ -	\$ 50,000	Completed

**FACILITIES & MAINTENANCE**

09-06	District Space Planning	\$ 25,000			\$ 25,000	No plans to pursue this effort this year.
09-07	AMR Program	\$ 400,000	\$ 5,908		\$ 400,000	Need to present business case to facilities committee and Board
08-08	PRV Valves Replacement Project	\$ 20,000	\$ 20,639	\$ -	\$ 20,000	On-going program
99-01	Meter Change Program	\$ 18,000	\$ 42,256	\$ -	\$ 18,000	On-going program
09-09	Fire Hydrant Replacement	\$ 40,000	\$ 24,033	\$ -	\$ 40,000	Variance due to this project gets done when there is extra time.
09-11	Pilarcitos Culvert Repair	\$ 200,000	\$ 113,068	\$ -	\$ 200,000	Completed

**EQUIPMENT PURCHASE & REPLACEMENT**

99-02	Vehicle Replacement	\$ 28,000		\$ -	\$ 28,000	No vehicles replaced in FY10
99-03	Computer System	\$ 5,000	\$ 4,811	\$ -	\$ 5,000	
99-04	Office Equipment/Furniture	\$ 3,000	\$ 655	\$ -	\$ 3,000	
06-03	SCADA/Telemetry/electrical controls	\$ 250,000	\$ 94,943	\$ -	\$ 250,000	90% design documents complete. Target going to bid by end of March.

**PUMP STATIONS / TANKS / WELLS**

08-14	Alves Tank Recoating (Interior/Exterior)	\$ 300,000	\$ 1,577	\$ -	\$ 300,000	Flow/pressure testing shows that shutting down tank will require installation of temporary pump station. Have decided to coat exterior in FY11, delay interior to FY15.
10-06	Cahill Tank Ladder Replacement	\$ 15,000		\$ -	\$ 15,000	To be completed in FY11

**COASTSIDE COUNTY WATER DISTRICT  
APPROVED CAPITAL IMPROVEMENT PROJECTS  
FISCAL YEAR 2009-2010**

30-Jun-10

		Approved CIP Budget FY 09/10	Actual To Date FY 09/10	Projected Year-End FY 09/10	Projected vs. Budget Variance	Project Status/ Comments
10-01	Crystal Springs Check Valve Repair/Replacement	\$ 100,000	\$ 65,826	\$ -	\$ 100,000	Valve installed. To bid for vault lid in June 2010. To be completed in FY11
09-12	Crystal Springs Re-roof and Paint	\$ 50,000	\$ 17,413	\$ -	\$ 50,000	Roof completed in FY 10. Painting to be completed in FY11
09-13	Crystal Springs Soft Starts 1 & 3	\$ 25,000	\$ 69,291	\$ -	\$ 25,000	Completed
10-08	EG Tank #1 Pump Station Pump Replacement	\$ 23,000	\$ 22,863	\$ -	\$ 23,000	Completed
10-07	EG Tank #1 Security Fence	\$ 20,000		\$ -	\$ 20,000	FY11
10-05	Hazen's Tank Fence Upgrade	\$ 10,000		\$ -	\$ 10,000	FY11
08-15	Miramar Tank Interior Recoating/Mixing	\$ 230,000	\$ 281,046	\$ -	\$ 230,000	Completed
09-18	New Pilarcitos Well	\$ 25,000		\$ -	\$ 25,000	Retained Balance Hydrologics to recommend siting of new well.
09-19	Pilarcitos Canyon Blending Station	\$ 100,000	\$ 13,499	\$ -	\$ 100,000	Design complete. Will go to bid in June, complete in FY11
06-05	Well Rehabilitation	\$ 40,000	\$ 12,380	\$ -	\$ 40,000	Decided to defer further rehab until FY11

\$ -

**NUNES/ DENNISTON WTP PRIORITY (SHORT-TERM) IMPROVEMENTS**

\$ -

08-24	Nunes / Denniston Short Term WTP Modifications	\$ 600,000	\$ 280,050	\$ -	\$ 600,000	We have awarded contracts totalling about \$1.4 million for this project. Contractor's schedule will limit cash flow in current FY.
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\$ -

**DENNISTON WTP (LONG-TERM) IMPROVEMENTS (MEMBRANE FILTRATION)**

08-22	Denniston Pre/Post Treatment Design	\$ 350,000	\$ 61,779	\$ -	\$ 350,000	KJ completed design work at a cost of \$100K. We will bring final design contract to Board in June 2010.
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**NUNES WTP (LONG-TERM) IMPROVEMENTS (UV DISINFECTION)**

08-27	Modify Filters for Rate of Flow Control	\$ 10,000			\$ 10,000	Evaluating the need for this project.
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\$ -

**WATER SUPPLY DEVELOPMENT**

09-21	Reclamation Project Planning	\$ 100,000	\$ 35,323	\$ -	\$ 100,000	Timing of expenditures difficult to estimate due to slow progress in reaching agreement with SAM for recycling.
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**COASTSIDE COUNTY WATER DISTRICT  
APPROVED CAPITAL IMPROVEMENT PROJECTS  
FISCAL YEAR 2009-2010**

30-Jun-10

		<b>Approved CIP Budget FY 09/10</b>	<b>Actual To Date FY 09/10</b>	<b>Projected Year-End FY 09/10</b>	<b>Projected vs. Budget Variance</b>	<b>Project Status/ Comments</b>
09-22	Water Supply Alternatives Evaluation	\$ 50,000	\$ 24,160	\$ -	\$ 50,000	Propose dedicating this budget to Water Supply Master Plan effort and Urban Water Management Plan. Will bring proposal to Board in April.

**TOTALS \$ 3,337,000 \$ 1,367,857 \$ - \$ 3,337,000**

**FY 08/09 CIP Projects - paid in FY 09/10**

Office Equipment - Furniture	\$ 7,566	\$ 7,566
Denniston Storage Tank Modification Project	\$ 74	\$ 54,569
Nunes (was Denniston) Cl2/ph Analyzer	\$ 7,421	\$ 7,421
Skylights	\$ 11,688	\$ 11,286
El Granada Pipeline P3	\$ 20,403	\$ 14,990
	\$ 47,153	\$ 95,833

**NON-BUDGETED ITEMS (CAPITAL EXPENDITURES) FOR CURRENT FISCAL YEAR 09/10**

Nunes - Generator Radiator	\$ 17,774	\$ 17,500
Installation of Base Stations (3) & Replacment at Dist. Office	\$ 10,506	\$ 9,529
Denniston Filter Media	\$ 76,623	\$ 50,000
Nunes Filter Drain System	\$ 1,398	
Denniston Water Supply Development	\$ 11,710	
Avenue Cabrillo - Pipeline Replacement	\$ 3,025	
	\$ 121,036	\$ 77,029

**TOTALS \$ 1,536,047 \$ 172,862**

**Legal Cost Tracking Report  
12 Months At-A-Glance**

**Acct. No.5681  
Patrick Miyaki - HansonBridgett, LLP  
Legal**

<b>Month</b>	<b>Admin (General Legal Fees)</b>	<b>Recycle Water Analysis</b>	<b>Transfer Program</b>	<b>CIP</b>	<b>Water Conservation</b>	<b>Personnel</b>	<b>Lawsuits</b>	<b>Infrastructure Project Review  (Reimbursable)</b>	<b>TOTAL</b>
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<b>Jul-09</b>	15,556	3,250	1,222	364				234	20,626
<b>Aug-09</b>	4,661	2,574	312	312				1,084	8,943
<b>Sep-09</b>	4,389		130	130				1,872	6,521
<b>Oct-09</b>	4,196		234	1,300					5,730
<b>Nov-09</b>	6,156		234	598				676	7,664
<b>Dec-09</b>	4,940		598	26				910	6,474
<b>Jan-10</b>	3,406	234	2,132					52	5,824
<b>Feb-10</b>	5,334	754	78		2,663				8,829
<b>Mar-10</b>	7,316	79		4,210	236				11,840
<b>Apr-10</b>	7,219	262		3,563	236			131	11,411
<b>May-10</b>	8,056								8,056
<b>Jun-10</b>	4,937		183	3,275	52	863		917	10,228

<b>TOTAL</b>	<b>76,166</b>	<b>7,153</b>	<b>5,123</b>	<b>13,778</b>	<b>3,187</b>	<b>863</b>	<b>0</b>	<b>5,876</b>	<b>112,145</b>
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**Engineer Cost Tracking Report  
12 Months At-A-Glance**

**Acct. No. 5682  
JAMES TETER  
Engineer**

<b>Month</b>	<b>Admin &amp; Retainer</b>	<b>Phase 3 EG Pipeline</b>	<b>CIP</b>	<b>Short Term WTP Imprv.</b>	<b>Studies &amp; Projects</b>	<b>TOTAL</b>	<b>Reimbursable from Projects</b>
<b>Jul-09</b>	1,379			6,010	2,490	<b>9,879</b>	2,490
<b>Aug-09</b>	1,642			5,459	1,660	<b>8,761</b>	1,660
<b>Sep-09</b>	1,507			4,946	4,111	<b>10,564</b>	4,111
<b>Oct-09</b>	480				2,140	<b>2,620</b>	2,140
<b>Nov-09</b>	1,347			701	1,841	<b>3,889</b>	1,841
<b>Dec-09</b>						<b>0</b>	
<b>Jan-10</b>	646		3,025	1,743	664	<b>6,078</b>	664
<b>Feb-10</b>	1,137			3,320	1,909	<b>6,366</b>	1,909
<b>Mar-10</b>	1,144		1,577	581		<b>3,302</b>	
<b>Apr-10</b>	848			1,411	332	<b>2,591</b>	332
<b>May-10</b>	480		4,048	1,909		<b>6,437</b>	
<b>Jun-10</b>	1,015		2,709	1,743		<b>5,467</b>	
<b>TOTAL</b>	<b>11,625</b>	<b>0</b>	<b>11,359</b>	<b>27,823</b>	<b>15,148</b>	<b>65,954</b>	<b>15,148</b>

**COASTSIDE COUNTY WATER DISTRICT**

**766 MAIN STREET**

**HALF MOON BAY, CA 94019**

**MINUTES OF THE SPECIAL BOARD OF DIRECTORS MEETING**

**Tuesday, June 8, 2010**

- 1) **ROLL CALL** - The Closed Session convened at 6:00 p.m. Present at roll call: President Mickelsen, Vice-President Feldman and Directors Ken Coverdell, Jim Larimer, and Jerry Donovan. Also present: David Dickson, General Manager
- 2) **PUBLIC COMMENT** - There were no public comments.
- 3) **CLOSED SESSION**
  - A. **Conference with Labor Negotiators**  
Pursuant to California Government Code §54957.6)  
Agency Designated Representatives: General Manager  
Employee Organization: Teamsters Union, Local 856
  - B. **Conference with Legal Counsel**  
Pursuant to California Government Code Section §54956.9(b)  
Anticipated Litigation - Significant Exposure to Litigation: One Case  
  
Patrick Miyaki, District Legal Council arrived at approximately 6:30 p.m. to participate in the discussion of Item 3B.
- 4) **RECONVENE TO OPEN SESSION** - The Closed Session concluded at 7:04 p.m., immediately prior to commencement of the regular meeting, at which time President Mickelsen announced that no action was taken during the closed session on either item.
- 5) **ADJOURNMENT**

**COASTSIDE COUNTY WATER DISTRICT  
766 MAIN STREET  
HALF MOON BAY, CA 94019**

**MINUTES OF THE BOARD OF DIRECTORS MEETING**

**Tuesday, June 8, 2010**

- 1) **ROLL CALL:** President Chris Mickelsen called the meeting to order at 7:13 p.m. Present at roll call: Vice-President Bob Feldman, and Directors Ken Coverdell, Jim Larimer and Jerry Donovan.

Also present were: David Dickson, General Manager; Patrick Miyaki, Legal Counsel; Joe Guistino, Superintendent of Operations; Cathleen Brennan, Public Outreach/Program Development /Water Resources Analyst; JoAnne Whelen, Administrative Assistant/Recording Secretary; and Gina Brazil, Office Manager.

- 2) **PLEDGE OF ALLEGIANCE**

- 3) **PUBLIC ANNOUNCEMENTS:**

Leonard Woren - Stated that he had viewed the May 11, 2010 CCWD Board of Directors meeting on MCTV and commented on President Mickelsen's report on the recent San Mateo Special District Association meeting, which he had also attended. He did not agree with President Mickelsen's characterization of discussion regarding the Executive Director of the San Mateo County Local Agency Formation Commission.

- 4) **CONSENT CALENDAR**

- A. Requesting the Board to review disbursements for the month Ending May 31, 2010 - Claims: \$528,240.36; Payroll: \$72,521.60 for a total of \$600,761.96
- B. Acceptance of Financial Reports
- C. Minutes of the May 11, 2010 Board of Directors Meeting
- D. Monthly Water Transfer Report
- E. Installed Water Connection Capacity and Water Meters Report
- F. Total CCWD Production Report



- G. CCWD Monthly Sales by Category Report
- H. May 2010 Leak Report
- I. Rainfall Reports
- J. San Francisco Public Utilities Commission Hydrological Conditions Report for May 2010

Director Coverdell reported that he had reviewed the monthly financial claims and found all to be in order.

JoAnne Whelen distributed an updated San Francisco Public Utilities Commission (SFPUC) Hydrological Conditions Report for May 2010, which included a revision made by the SFPUC to Table 2 on page 3 of the report.

**ON MOTION BY Director Larimer and seconded by Director Coverdell, the Board voted as follows, to accept the Consent Calendar in its entirety:**

Director Coverdell	Aye
Vice-President Feldman	Aye
Director Larimer	Aye
Director Donovan	Aye
President Mickelsen	Aye

**5) MEETINGS ATTENDED / DIRECTOR COMMENTS**

Director Coverdell reported that he had been ill and was unable to attend the May 20, 2010 Bay Area Water Supply and Conservation Agency (BAWSCA) meeting of the Board of Directors but had reviewed the Meeting Minutes and shared some highlights from the Long Term Reliable Water Supply Strategy Phase 1 Scoping Report, which, he reported, has been received and accepted by the BAWSCA member agencies. He also reviewed the elements of the various phases of the program. Additionally he reported that the Hetch Hetchy Earthquake Retrofitting Projects are continuing to be on schedule and on or under budget.

There were no additional reports on meetings attended by Board members.

**6) GENERAL BUSINESS**

Two handouts, prepared by Mr. Dickson related to General Business Agenda Items 6A and 6B, were distributed for discussion, which included a list of reasons why it is critical for CCWD to invest in Denniston/San Vicente, and a chart and graph depicting Annual Production of Water Supply Sources in MG from 1997 to 2009.

Mr. Dickson discussed the handout materials, reviewing in detail the background and the many factors that he believes make it essential that the District invest in the Denniston and San Vicente water supply sources now. Mr. Dickson then introduced Joel Faller, PE, and Vice-President, Principal in Charge and Craig M. Thompson, P.E. Principal, Project Management Engineer with Kennedy/Jenks Consultants to discuss the proposed Denniston improvement projects.

**A. Kennedy /Jenks - Draft Preliminary Design Report for Denniston Water Treatment Plant Pretreatment and Washwater System Improvement Project**

Mr. Faller and Mr. Thompson provided a brief presentation, which included a comprehensive explanation of the pretreatment process, and the washwater recovery and solids handling system. Discussion ensued, with the consultants addressing questions and comments from the Board.

**B. Kennedy/Jenks Proposal for Final Design of Denniston Water Treatment Plant Pretreatment and Washwater System Improvement Project**

Mr. Dickson explained that this item addresses the contract with Kennedy/Jenks for the final design of the pretreatment and washwater system. He reviewed the schedule, stating that the design should be completed by the end of February 2011, which would allow the District to solicit bids, award the contract and begin construction by the summer of 2011. He also informed the Board that this project would be integrated with the Denniston Short-Term Improvements, as staff felt it would be advantageous to combine the two projects into a single construction project. He reviewed other elements of the project scope, including the preparation of a California Department of Public Health (DPH) Universal Pre-application for a Safe Drinking Water State Revolving Fund (SDWSRF) loan to fund the design and construction of the project, which would realize a substantial savings in interest costs to the District.

Mr. Dickson reviewed additional details of the project schedule, advising the Board that it is estimated that the Denniston plant could be returned to operation by the Fall of 2012 and informed the Board that the total cost of the final design effort, with the elements he reviewed, would be \$473,120.00, which is the estimate that has been included within the updated Capital Improvement Program. He then addressed a few questions from the Board members. Additionally, Mr. Faller clarified that compensation for the services provided by Kennedy/Jenks will be on a time and expense reimbursement basis, in accordance with their standard schedule of charges, and explained that the fee proposed is on a not to exceed basis, based on the

scope submitted. He explained that unless the scope of work changes, the fee proposed would be in effect. He also advised that Kennedy/Jenks had agreed with the District, to use their year 2009 fee schedule rates through the remainder of the design phase of the project.

**ON MOTION BY Director Donovan and seconded by Vice-President Feldman, the Board voted as follows, to authorize execution of a contract with Kennedy/Jenks for final design of Pretreatment and Washwater System Improvements at Denniston Water Treatment Plant for an estimated cost of \$473,120.00:**

Director Coverdell	Aye
Vice-President Feldman	Aye
Director Larimer	Aye
Director Donovan	Aye
President Mickelsen	Aye

**C. Draft Fiscal Year 2010-2011 Budget and Draft Fiscal Year 2010-2011 to 2019-2020 Capital Improvement Program**

Mr. Dickson noted that the draft Operations and Maintenance Budget for Fiscal year 2010-2011 and the draft ten-year Capital Improvement Program (CIP) for Fiscal year 2010-2011 through 2019-2020 had both been presented to the Board previously, at the April 13<sup>th</sup> Board meeting, on April 29<sup>th</sup> at a special budget workshop, and again at the May 11<sup>th</sup> Board meeting. He stated that the budget was being presented once again to allow further public preview and possible Board discussion. He also advised that the notice of public hearing and proposed rate increase had been mailed to all customers on May 14, 2010 and that the public hearing had been scheduled for June 29, 2010. He directed the Board's attention to the nine letters of protest received by the District and noted that approximately two additional letters had been received to date.

Director Larimer commented that he will be unavailable to attend the June 29, 2010 Public Hearing, but that he wanted to take this opportunity to provide his comments, for the record, on the budget and the proposed rate increase. He stated that he has made objections about the rate increase with respect to the operating budget and some of his concerns have been outvoted by his colleagues, which he stated he feels is an acceptable consequence. He added that he is very much in favor of the Capital Improvement Program and of the proposed fourteen percent increase that is required to fund these projects, and he also realizes the substantial future savings that will be generated by these improvements. He stated that he agrees that the District's

proposed budget is absolutely necessary and he would not hesitate to vote for the budget, as presented, if he could be present to attend the June 29, 2010 special public hearing.

President Mickelsen thanked Director Larimer for his comments and support and encouraged the public to attend the public hearing.

**D. Advisory Stage of Water Shortage and Drought Contingency Plan**

Ms. Brennan stated that this item addresses the staff's recommendations that the Board of Directors declare a normal water year and cancel the Water Shortage Advisory, by motion, due to improved water conditions. She then shared some of the background and history of the water shortage advisory declared in June of 2007 and advised that the District will continue operating its water use efficiency (water conservation programs) programs and will continue to encourage customers to use water efficiently.

**ON MOTION BY Director Coverdell and seconded by President Mickelsen, the Board voted as follows, to declare a normal water year and cancel the Water Shortage Advisory:**

Director Coverdell	Aye
Vice-President Feldman	Aye
Director Larimer	Aye
Director Donovan	Aye
President Mickelsen	Aye

**7) GENERAL MANAGER'S REPORT INCLUDING MONTHLY INFORMATIONAL REPORTS**

- San Mateo County Local Coastal Program Update Process
- Water Reclamation Update
- San Mateo Local Agency Formation Commission (LAFCo) – Special District Member Ballot
- CCWD Consumer Confidence Report

Mr. Dickson provided updates on each of the referenced subjects.

**A. Operations Report**

Mr. Guistino reviewed the monthly highlights of his report.

**8) DIRECTOR AGENDA ITEMS - REQUESTS FOR FUTURE BOARD MEETINGS**

There were no Director comments.

**9) ADJOURNMENT**

The meeting was adjourned at 8:52 p.m. The next regular meeting of the Coastside County Water District's Board of Directors is scheduled for Tuesday, July 13, 2010.

Respectfully submitted

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David R. Dickson, General Manager  
Secretary of the Board

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Chris R. Mickelsen, President  
Board of Directors

**COASTSIDE COUNTY WATER DISTRICT**  
**Installed Water Connection Capacity & Water Meters**

2010

Installed Water Connection Capacity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
<b>HMB Non-Priority</b>													
0.5" capacity increase													
5/8" meter	1												1
3/4" meter													0
2" meter													
<b>HMB Priority</b>													
5/8" meter													0
3/4" meter													0
1" meter													0
1 1/2" meter													
2" meter													
<b>County Non-Priority</b>													
5/8" meter					1								1
3/4" meter													0
1" meter													0
<b>County Priority</b>													
5/8" meter					1								1
3/4" meter													0
1" meter													0
<b>Monthly Total</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>

5/8" meter = 1 connection  
3/4" meter = 1.5 connections  
1" meter = 2.5 connections  
2" meter = 8 connections

Installed Water Meters	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Totals
HMB Non-Priority	1												1
HMB Priority													0
County Non-Priority					1								1
County Priority					1								1
<b>Monthly Total</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>

**TOTAL CCWD PRODUCTION (MG) ALL SOURCES-2010**

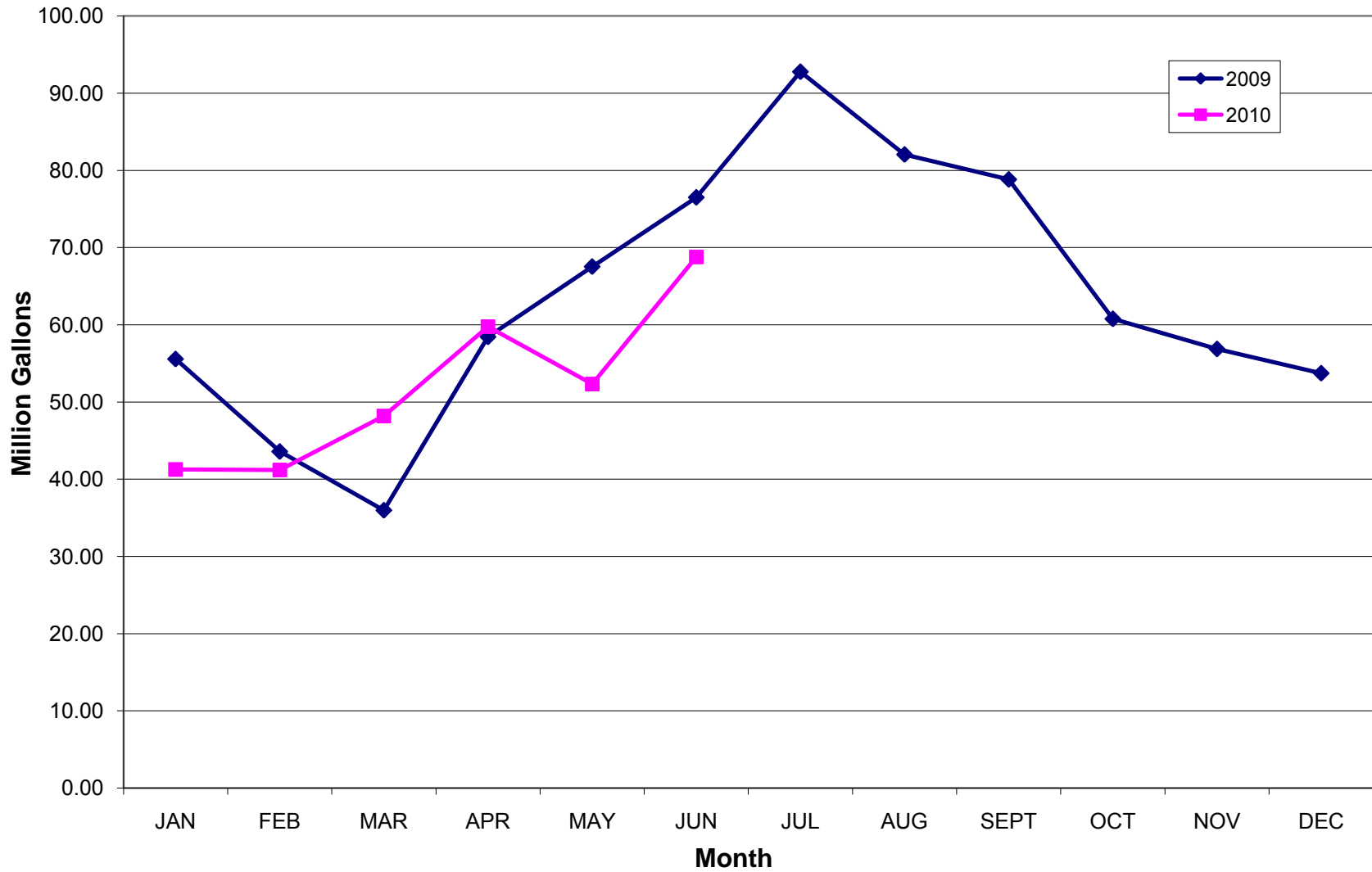
	PILARCITOS WELLS	PILARCITOS LAKE	DENNISTONW ELLS	DENNISTON RESERVOIR	CRYSTAL SPRINGS RESERVOIR	RAW WATER TOTAL	UNMETERED WATER	TREATED TOTAL
JAN	9.51	6.60	0.00	0.00	25.35	41.46	0.19	41.27
FEB	9.93	30.99	0.00	0.00	0.00	40.92	-0.29	41.21
MAR	11.65	37.69	0.00	0.00	0.00	49.34	1.16	48.18
APR	0.00	52.741	1.92	5.55	0.18	60.39	0.64	59.75
MAY	0.00	46.00	1.47	5.43	0.31	53.21	0.90	52.32
JUN	0.00	49.53	1.61	5.29	13.06	69.49	0.69	68.80
JUL								
AUG								
SEPT								
OCT								
NOV								
DEC								
<b>TOTAL</b>	31.09	223.55	5.00	16.27	38.90	314.81	3.287	<b>311.52</b>
<b>% TOTAL</b>	9.9%	71.0%	1.6%	5.2%	12.4%	100.0%	1.04%	99.0%

**12 Month Running Treated Total                      734.52**

**TOTAL CCWD PRODUCTION (MG) ALL SOURCES-2009**

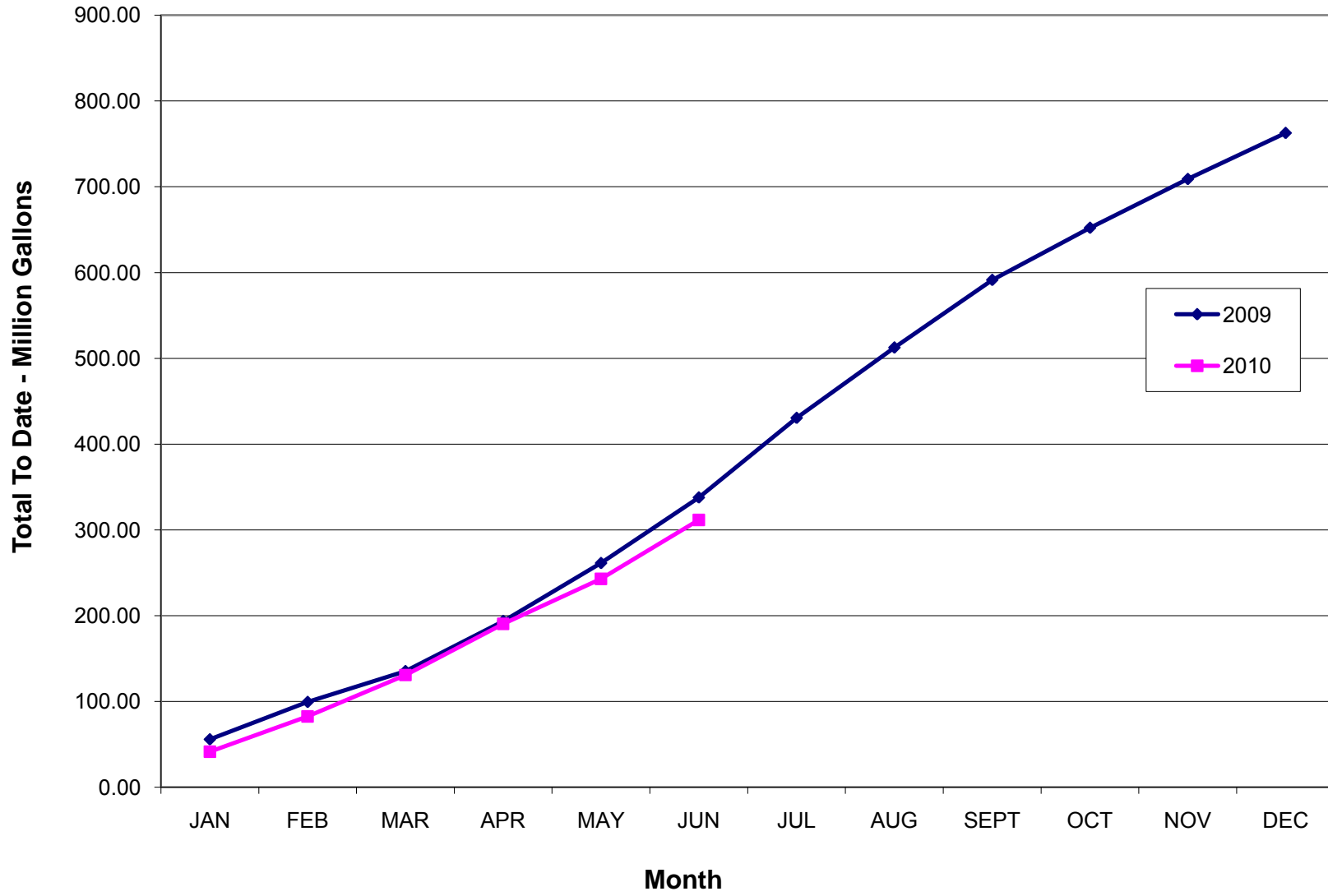
	PILARCITOS WELLS	PILARCITOS LAKE	DENNISTONW ELLS	DENNISTON RESERVOIR	CRYSTAL SPRINGS RESERVOIR	RAW WATER TOTAL	UNMETERED WATER	TREATED TOTAL
JAN	1.56	0.00	0.00	0.78	52.21	54.55	-0.96	55.51
FEB	4.19	5.11	0.00	0.00	33.52	42.82	-0.76	43.58
MAR	1.12	35.08	0.00	0.00	0.00	36.20	0.24	35.96
APR	0.00	58.566	0.30	0.76	0.00	59.63	1.23	58.40
MAY	0.00	49.27	2.43	12.46	3.77	67.93	0.45	67.48
JUN	0.00	57.09	2.38	11.07	5.84	76.38	-0.10	76.48
JUL	0.00	1.78	0.00	1.27	90.10	93.15	0.42	92.73
AUG	0.00	0.00	0.00	0.00	82.30	82.30	0.33	81.97
SEPT	0.00	0.00	0.00	0.00	78.74	78.74	-0.07	78.81
OCT	0.00	0.00	0.00	0.00	60.48	60.48	-0.26	60.74
NOV	5.14	0.00	0.69	2.85	48.00	56.68	-0.15	56.83
DEC	7.93	0.00	0.6	3.07	40.13	51.73	-0.185	51.92
<b>TOTAL</b>	19.94	206.90	6.40	32.26	495.09	760.59	0.190	<b>760.40</b>
<b>% TOTAL</b>	2.6%	27.2%	0.8%	4.2%	65.1%	100.0%	0.02%	100.0%

Monthly Production 2010 vs. 2009





**Cumulative Production 2010 vs. 2009**



**Coastside County Water District Monthly Sales By Category (MG)  
2010**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	MG to Date
RESIDENTIAL	20.466	32.739	17.123	32.307	21.012	40.874							164.52
COMMERCIAL	5.336	1.055	5.677	1.046	5.353	1.197							19.66
RESTAURANT	2.192	0.239	2.512	0.206	2.651	0.268							8.07
HOTELS/MOTELS	2.699	1.872	2.512	1.444	3.186	1.940							13.65
SCHOOLS	0.347	0.233	0.367	0.352	0.548	1.126							2.97
MULTI DWELL	2.431	1.722	2.215	2.008	1.656	3.296							13.33
BEACHES/PARKS	0.436	0.004	0.599	0.022	0.669	0.011							1.74
FLORAL	5.243	6.738	7.648	8.280	8.995	7.819							44.72
RECREATIONAL	0.025	0.228	0.018	0.181	0.026	0.217							0.70
MARINE	0.975	0.000	0.779	0.000	0.743	0.000							2.50
IRRIGATION	0.120	0.653	0.046	0.652	0.070	5.187							6.73
Portable Meters	0.000	1.429	0.000	2.639	0.000	1.670							5.74
<b>TOTAL - MG</b>	<b>40.27</b>	<b>46.91</b>	<b>39.50</b>	<b>49.14</b>	<b>44.91</b>	<b>63.61</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>284.33</b>

Running 12 Month Total

701.35

**Coastside County Water District Monthly Sales By Category (MG)  
2009**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	MG to Date
RESIDENTIAL	23.097	35.336	18.88	37.224	23.718	48.096	29.420	55.001	29.038	48.765	22.031	34.135	404.74
COMMERCIAL	5.456	0.952	4.953	1.188	5.552	1.217	6.815	1.275	6.710	1.512	5.317	1.047	41.99
RESTAURANT	2.623	0.123	2.585	0.12	2.872	0.126	3.196	0.337	3.279	0.313	2.527	0.272	18.37
HOTELS/MOTELS	3.755	0.085	3.39	0.088	3.928	0.115	4.721	2.061	4.029	1.735	3.473	1.291	28.67
SCHOOLS	0.737	0.034	0.509	0.043	1.615	0.12	2.884	1.989	1.966	1.490	1.079	0.525	12.99
MULTI DWELL	1.863	1.331	2.533	1.277	2.441	1.435	2.872	3.378	3.531	2.424	2.055	2.254	27.39
BEACHES/PARKS	0.405	0.017	0.305	0.052	0.818	0.101	1.049	0.146	1.180	0.074	0.563	0.014	4.72
FLORAL	9.622	0.242	11.549	0.241	16.427	0.158	13.865	7.366	9.049	7.344	8.228	5.018	89.11
RECREATIONAL	0	0.17	0.046	0.221	0.055	0.203	0.070	0.260	0.080	0.194	0.026	0.203	1.53
MARINE	1.006	0	0.812	0	0.802	0	0.966	0.000	1.233	0.000	1.184	0.000	6.00
IRRIGATION	2.042	1.247	1.076	1.213	0.728	2.418	17.384	15.809	11.340	8.194	3.227	3.234	67.91
PORTABLE METERS	0	0.371	0	0.193	0	0.362	0.000	1.739	0.000	1.676	0.000	1.563	
<b>MG</b>	<b>50.61</b>	<b>39.91</b>	<b>46.64</b>	<b>41.86</b>	<b>58.96</b>	<b>54.35</b>	<b>83.24</b>	<b>89.36</b>	<b>71.44</b>	<b>73.72</b>	<b>49.71</b>	<b>49.56</b>	<b>709.34</b>

**Coastside County Water District  
Monthly Leak Report  
June 2010**

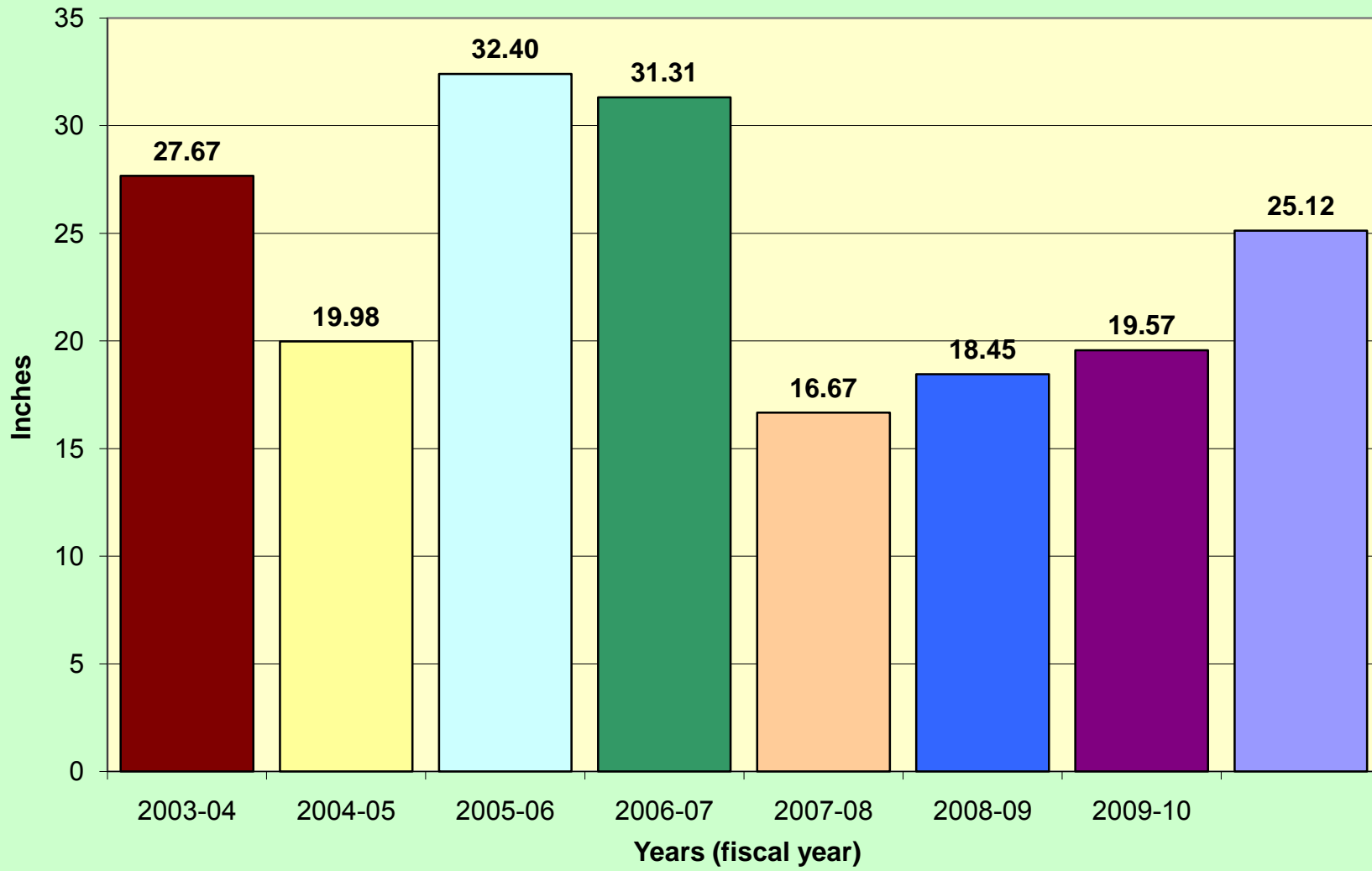
<b>Date</b>	<b>Location</b>	<b>City</b>	<b>Pipe Type/Size</b>	<b>Repair Material</b>	<b>Estimated Water Loss (gallons)</b>	<b>Repair Material Costs</b>	<b>Manpower and Equipment Costs</b>	<b>Estimated Cost of Repair (dollars)</b>
02-Jun-10	Myrtle Street	HMB	3/4" black plastic srvc	40' 3/4" copper / 1 - 3/4 check / 1 - 3/4 angle stop / 2 tons rock	15,100	\$474.66	\$2,350	\$2,825
09-Jun-10	114 Ferdinand Ave	EG	1" black plastic srvc	10' - 1" copper / 2 - 1" comp nuts / 1.5 ton rock	2,000	\$107.69	\$2,080.00	\$2,188
14-Jun-10	Poplar St	HMB	1" black plastic srvc	6' - 1" copper / 1 - 1" comp 90 / 1 - 1" copxcop / 1 - 1" comp nut	2,100	\$87.54	\$430	\$518
15-Jun-10	1 3rd Ave	Miramar	1" black plastic srvc	50' - 1" copper / 1 - 1" copxcop / 1 - 1" comp nut / 1.5 ton rock	1,100	\$360.44	\$1,400	\$1,760
25-Jun-10	657 Poplar St.	HMB	1" black plastic srvc	20' - 1" copper / 2 - 1" comp nut / 2 - B9 boxes / 3 ton rock	1,600	\$222.20	\$1,400	\$1,622
<b>TOTAL</b>					<b>19,200.00</b>	<b>1,252.53</b>	<b>4,860.00</b>	<b>8,912.53</b>

Coastside County Water District  
 766 Main Street  
 July 2009 - June 2010

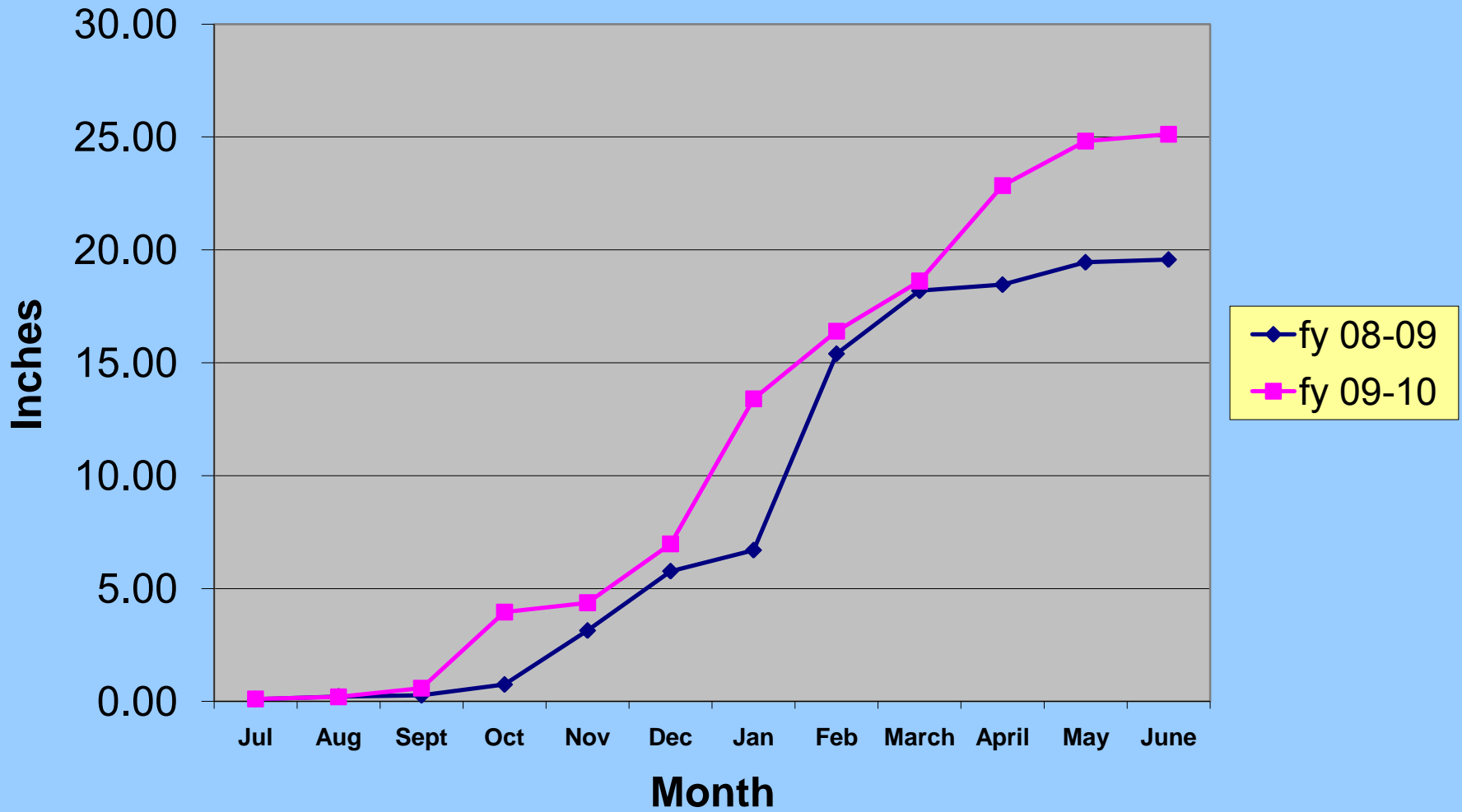
District Office  
 Rainfall in Inches

	2009						2010					
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1	0	0.01	0	0	0.01	0	0.01	0	0.01	0.68	0	0.07
2	0	0	0	0	0	0	0.01	0	0.42	0.37	0	0.01
3	0	0.02	0	0	0	0	0	0	0.42	0.24	0	0
4	0	0	0	0	0	0	0	0.27	0.01	0.15	0	0
5	0	0.01	0.01	0	0	0	0	0	0	0.07	0	0
6	0	0.04	0.01	0	0.15	0.27	0	0.08	0	0	0	0.02
7	0	0	0.01	0	0.01	0.24	0	0.01	0	0	0	0.05
8	0	0	0	0	0	0	0	0.09	0.13	0	0	0
9	0	0	0	0	0	0	0	0.4	0.02	0	0.15	0.01
10	0	0	0	0	0	0.09	0	0.01	0.02	0	0.07	0
11	0	0.01	0	0	0	0.25	0	0	0	1.18	0	0
12	0	0	0	0	0	0.53	0.42	0.04	0.81	0.29	0	0
13	0	0	0.32	3.21	0	0.21	0.01	0.01	0.01	0.01	0	0
14	0	0	0	0.01	0.04	0	0.01	0.01	0	0	0	0
15	0	0	0.01	0	0	0	0	0.01	0	0	0	0
16	0.01	0	0	0	0.01	0.11	0.18	0	0	0	0	0.00
17	0	0	0	0.01	0.03	0.01	0.37	0.01	0	0	0.18	0
18	0	0	0	0	0.01	0	0.85	0.02	0	0	0.03	0
19	0	0	0.01	0.09	0	0	1.34	0.02	0	0	0.03	0
20	0	0	0	0.01	0.07	0	1.47	0.04	0	0.81	0.01	0
21	0	0	0	0	0.01	0.12	0.48	0.27	0	0	0	0
22	0.01	0	0	0.01	0	0.01	0.36	0.01	0	0	0	0
23	0.02	0	0	0.01	0	0	0.26	0.57	0.01	0	0	0
24	0.01	0	0	0	0	0	0.01	0.18	0.13	0	0.01	0.04
25	0.01	0	0	0.01	0	0	0.19	0	0.02	0	0.29	0.08
26	0	0	0	0.01	0	0.59	0.04	0.59	0	0	0.22	0.02
27	0.01	0	0.01	0	0.07	0	0	0.36	0	0.23	0.92	0
28	0.01	0	0.01	0	0	0	0	0	0	0.2	0	0
29	0.01	0	0	0	0	0.16	0.39		0.08	0	0	0
30	0.01	0	0	0	0	0.02	0.01		0.11	0	0	0
31	0.01	0		0		0	0.01		0.02		0.06	
Mon.Total	0.11	0.09	0.39	3.37	0.41	2.61	6.42	3.00	2.22	4.23	1.97	0.30
Year Total	0.11	0.20	0.59	3.96	4.37	6.98	13.40	16.40	18.62	22.85	24.82	25.12

## Rain Totals



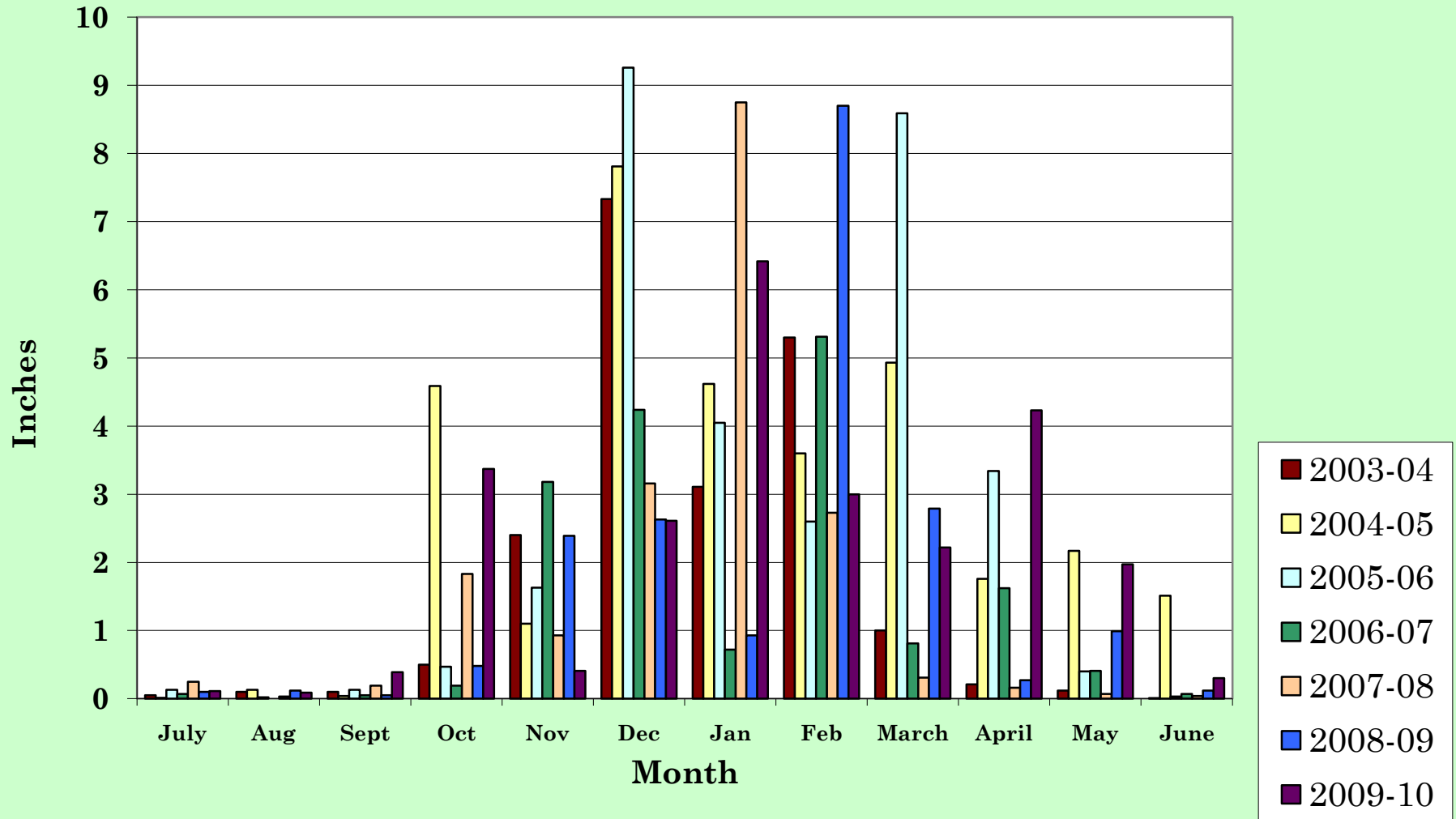
# Rainfall Totals fy 09 - 10



# Coastside County Water District

## Rainfall by Month

July '09 thru Jun '10



MONTHLY CLIMATOLOGICAL SUMMARY for JUN. 2010

NAME: Office CITY: Half Moon Bay STATE: CA ELEV: 80 LAT: 37 38' 00" LONG: 122 25'59"

TEMPERATURE (°F), RAIN (in), WIND SPEED (mph)

DAY	MEAN TEMP	HIGH	TIME	LOW	TIME	HEAT DEG DAYS	COOL DEG DAYS	RAIN	AVG WIND SPEED	HIGH	TIME	DOM DIR
1	61.6	85.4	6:00p	54.6	4:30a	4.5	1.1	0.07	0.9	10.0	12:30p	SSW
2	62.4	82.7	6:00p	55.9	5:00a	3.6	1.0	0.01	0.7	10.0	12:30p	SW
3	67.0	88.0	6:00p	61.0	12:30a	1.1	3.1	0.00	0.8	10.0	12:30p	SSW
4	69.3	92.8	6:00p	62.6	4:00a	0.4	4.7	0.00	1.3	9.0	11:00a	SSW
5	66.1	91.7	6:00p	60.3	5:00a	1.1	2.3	0.00	1.0	10.0	10:30a	SSW
6	64.1	73.4	2:30p	57.9	11:00p	2.4	1.5	0.02	1.4	12.0	1:30p	SW
7	59.7	67.5	1:30p	55.3	4:00a	5.3	0.0	0.05	1.5	11.0	8:00a	SW
8	60.5	68.9	11:30a	54.6	5:30a	4.8	0.3	0.00	1.4	9.0	4:30p	SW
9	61.4	84.2	6:00p	55.7	12:00m	4.1	0.5	0.01	1.7	15.0	11:30p	SW
10	57.4	69.6	6:00p	51.5	12:00m	7.6	0.0	0.00	4.3	24.0	1:30p	NNW
11	58.2	87.4	6:00p	47.3	5:30a	7.2	0.5	0.00	1.8	17.0	4:00p	ESE
12	62.5	92.1	6:00p	49.4	3:30a	5.2	2.8	0.00	1.3	16.0	3:30p	ESE
13	61.7	91.6	6:00p	50.8	4:30a	4.9	1.6	0.00	1.1	10.0	12:00p	SSW
14	61.6	82.8	6:30p	56.0	3:30a	4.0	0.7	0.00	1.7	11.0	1:00p	SSW
15	61.0	81.0	6:00p	53.7	6:00a	5.0	1.0	0.00	2.7	13.0	3:30p	SSW
16	58.6	88.3	6:30p	48.9	5:30a	7.0	0.5	0.00	1.3	11.0	1:30p	SSW
17	57.6	81.7	6:00p	46.4	2:00a	7.8	0.3	0.00	1.6	12.0	3:00p	SSW
18	59.9	68.3	2:00p	55.1	12:00m	5.4	0.3	0.00	3.2	14.0	9:30p	SSW
19	60.1	70.3	1:00p	54.0	11:30p	5.5	0.5	0.00	2.7	11.0	12:30a	SSW
20	59.3	82.5	6:30p	53.3	3:30a	6.1	0.3	0.00	2.0	15.0	3:30p	SW
21	60.6	85.1	6:30p	51.6	6:00a	5.2	0.8	0.00	1.3	10.0	12:00p	S
22	60.0	71.4	3:00p	53.7	12:30a	5.4	0.4	0.00	1.0	9.0	9:30a	SW
23	59.7	69.2	1:30p	53.5	5:00a	5.7	0.3	0.00	1.1	12.0	1:00p	SSW
24	59.8	67.7	2:00p	54.4	3:30a	5.3	0.1	0.04	1.6	8.0	12:30p	SSW
25	60.6	70.8	2:30p	55.9	5:30a	4.9	0.4	0.08	0.7	9.0	12:00p	SSW
26	59.8	68.1	1:00p	54.2	11:30p	5.3	0.1	0.02	0.8	9.0	1:00p	SW
27	60.7	84.9	6:00p	52.6	5:30a	5.1	0.8	0.00	0.8	9.0	2:30p	SW
28	61.7	72.0	6:00p	51.3	4:30a	4.3	1.0	0.00	1.9	13.0	5:30p	S
29	62.4	88.2	6:00p	53.2	12:00m	3.6	1.1	0.00	1.6	10.0	1:00p	SSW
30	59.4	81.3	6:00p	50.5	4:30a	6.0	0.4	0.00	2.6	14.0	6:30p	SSW
	61.2	92.8	4	46.4	17	143.8	28.4	0.30	1.6	24.0	10	SSW

Max >= 90.0: 4

Max <= 32.0: 0

Min <= 32.0: 0

Min <= 0.0: 0

Max Rain: 0.08 ON 6/25/10

Days of Rain: 6 (>.01 in) 0 (>.1 in) 0 (>1 in)

Heat Base: 65.0 Cool Base: 65.0 Method: Integration



# San Francisco Public Utilities Commission Hydrological Conditions Report For June 2010

D. Cameron, J. Chester, B. McGurk, A. Mazurkiewicz, & M. Tsang, July 2, 2010



**Stream Gauging:** Romain Maendly and Alexis Dufour measuring discharge in San Mateo Creek (Upper photograph, courtesy of D. Cameron). The lower left photograph was taken May 28, 2008 at the Tuolumne River at the Grand Canyon USGS gauging station at a flow of 740 cfs.

The lower right picture is of the same location on June 7<sup>th</sup>, 2010 with 3,500 cfs (A. Mazurkiewicz).

Current Tuolumne System and Local Bay Area storage conditions are summarized in Table 1.

Table 1 Current Storage As of July 1, 2010							
Reservoir	Current Storage		Maximum Storage		Available Capacity		Percent of Maximum Storage
	Acre-Feet	Millions of Gallons	Acre-Feet	Millions of Gallons	Acre-Feet	Millions of Gallons	
<b>Tuolumne System</b>							
Hetch Hetchy <sup>1/</sup>	350,355		360,360		10,005		97.2%
Cherry <sup>2/</sup>	273,164		273,340		176		99.9%
Lake Eleanor <sup>3/</sup>	26,146		27,100		954		96.5%
Water Bank	570,000		570,000		0		Full
Tuolumne Storage	1,219,665		1,230,800		11,135		99.1%
<b>Local Bay Area Storage</b>							
Calaveras <sup>4/</sup>	42,107	13,720	96,824	31,550	54,717	17,830	43.6%
San Antonio	49,692	16,192	50,496	16,454	804	262	98.1%
Crystal Springs	52,726	17,181	58,377	19,022	5,651	1,841	90.4%
San Andreas	17,391	5,667	18,996	6,190	1,605	523	91.4%
Pilarcitos	2,833	923	2,995	976	162	53	94.6%
Total Local Storage	164,749		227,688	74,192	62,940	20,509	72.4%
<b>Total System</b>	<b>1,384,414</b>		<b>1,458,488</b>		<b>74,074</b>		<b>94.9%</b>

<sup>1/</sup> Maximum Hetch Hetchy Reservoir storage with drum gates activated.

<sup>2/</sup> Maximum Cherry Reservoir storage with all flash-boards in.

<sup>3/</sup> Maximum Lake Eleanor storage with all flash-boards in.

<sup>4/</sup> Available capacity does not take into account current DSOD storage restrictions.

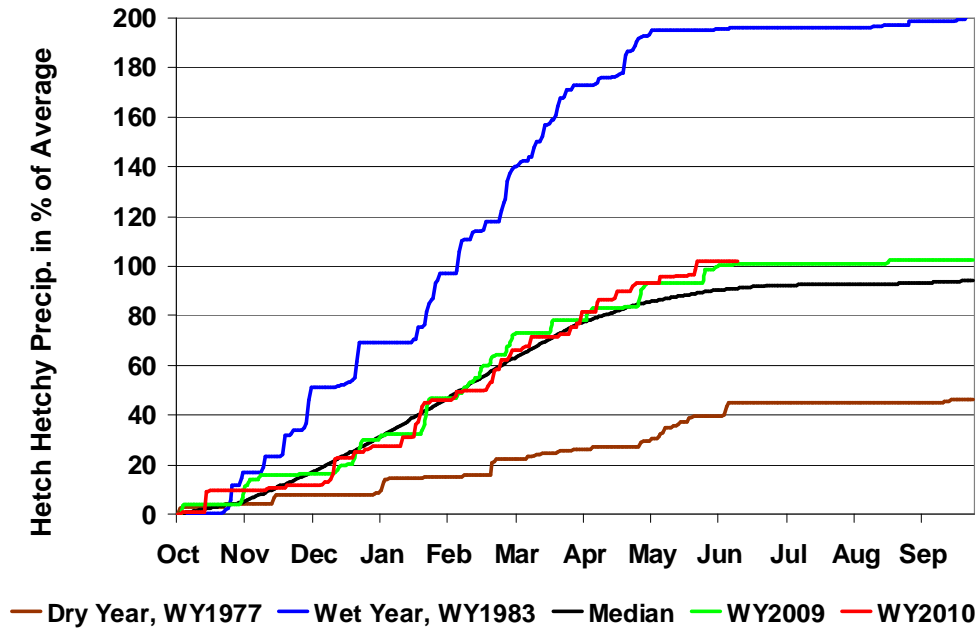
### Hetch Hetchy System Precipitation Index <sup>5/</sup>

*Current Month:* Normal early summer dry conditions were experienced in June. The June six-station precipitation index is 0.03 inches, or 7.8% of the average index for the month. The precipitation gauge at Hetch Hetchy received no precipitation in June. This pattern is typical for June in the Sierra Nevada climate.

*Cumulative Precipitation to Date:* The accumulated six-station precipitation index for water year 2010 is 39.22 inches, which is 110.2% of the average annual water year total, or 114.2% of the season-to-date precipitation. The weather has returned to normal conditions, and is expected to be warm and dry through the summer months. The water-year cumulative precipitation for the Hetch Hetchy gauge is shown in Figure 1 in red, and is above the median line.

<sup>5/</sup>The precipitation index is computed using six Sierra precipitation stations and is an indicator of the wetness of the basin for the water year to date. The index is computed as the average of the six stations and is expressed in inches and in percent.

**Precipitation at Hetch Hetchy: Water Year 2010**



**Figure 1:** Water year 2010 cumulative precipitation received at Hetch Hetchy Reservoir through the end-of-month June. Precipitation curves for wet, dry, median, and WY 2009 years for the station at Hetch Hetchy are included for comparison purposes.

**Tuolumne Basin Unimpaired Inflow**

Unimpaired inflow to SFPUC reservoirs and the Tuolumne River at La Grange as of June 30<sup>th</sup> is summarized below in Table 2. Due to the relatively cool weather in April and May, the snowmelt inflow was delayed until June. As shown in Table 2, the June reservoir inflows were all well above normal. By the end of June, snowmelt inflows were receding. The April, May and June combined inflows accounted for about 85% of the total projected April thru July inflows (Figure 3).

	June 2010				October 1, 2009 through June 30, 2010			
	Observed Flow	Median <sup>6</sup>	Average <sup>6</sup>	Percent of Average	Observed Flow	Median <sup>6</sup>	Average <sup>6</sup>	Percent of Average
Inflow to Hetch Hetchy Reservoir	363,455	224,817	209,150	173.8%	713,855	655,931	652,405	109.4%
Inflow to Cherry Reservoir and Lake Eleanor	173,395	80,689	88,336	196.3%	469,213	425,214	421,114	111.4%
Tuolumne River at La Grange	629,520	336,311	349,652	180.0%	1,733,996	1,578,513	1,685,416	102.9%
Water Available to the City	443,213	153,264	191,948	230.9%	723,624	608,468	733,241	98.7%

<sup>6</sup> Hydrologic Record: 1919 – 2005.

## Hetch Hetchy System Operations

As the snowmelt runoff started in early June, Hetch Hetchy reservoir was drawn down to make room for the anticipated inflows. Draft from Hetch Hetchy Reservoir in June totaled 217,206 acre-feet. That volume included draft for Kirkwood Powerhouse generation, SJPL deliveries, fisheries releases, pre-release below Hetch Hetchy Dam to manage reservoir inflows, and two pulse flows to support ecological research. This research work will continue during July to evaluate the ecological and geomorphic effects of different flow magnitudes. Since peak snowmelt runoff has passed, Hetch Hetchy storage was near its capacity on July 1 and will be brought to full during the first week of July.

A total of 56,100 acre-feet of power draft was made at Cherry Reservoir to increase available storage to capture spring snowmelt runoff. Power draft made from Cherry Reservoir in June supported the City's Municipal load, District Class 1, other loads or accounts, and sales. Cherry Reservoir did fill in June and has remained at or near capacity. There was no water transferred from Eleanor to Cherry in June.

## Local System Operations

The Sunol Valley Water Treatment Plant average production rate for the month was 81 MGD. The Harry Tracy Treatment Plant rate averaged 34 MGD.

## Local System Water Delivery

Water delivery rates for the month averaged 262 MGD. This is a 16% increase over May's average rate of 221 MGD. The increased delivery rate signals higher summer water consumption.

## Local Precipitation

Rainfall was below average for June. However, the *year-to-date* precipitation total across the East Bay and Peninsula watersheds was 107% of the normal year-to-date accumulation. Rainfall totals are presented in Table 3.

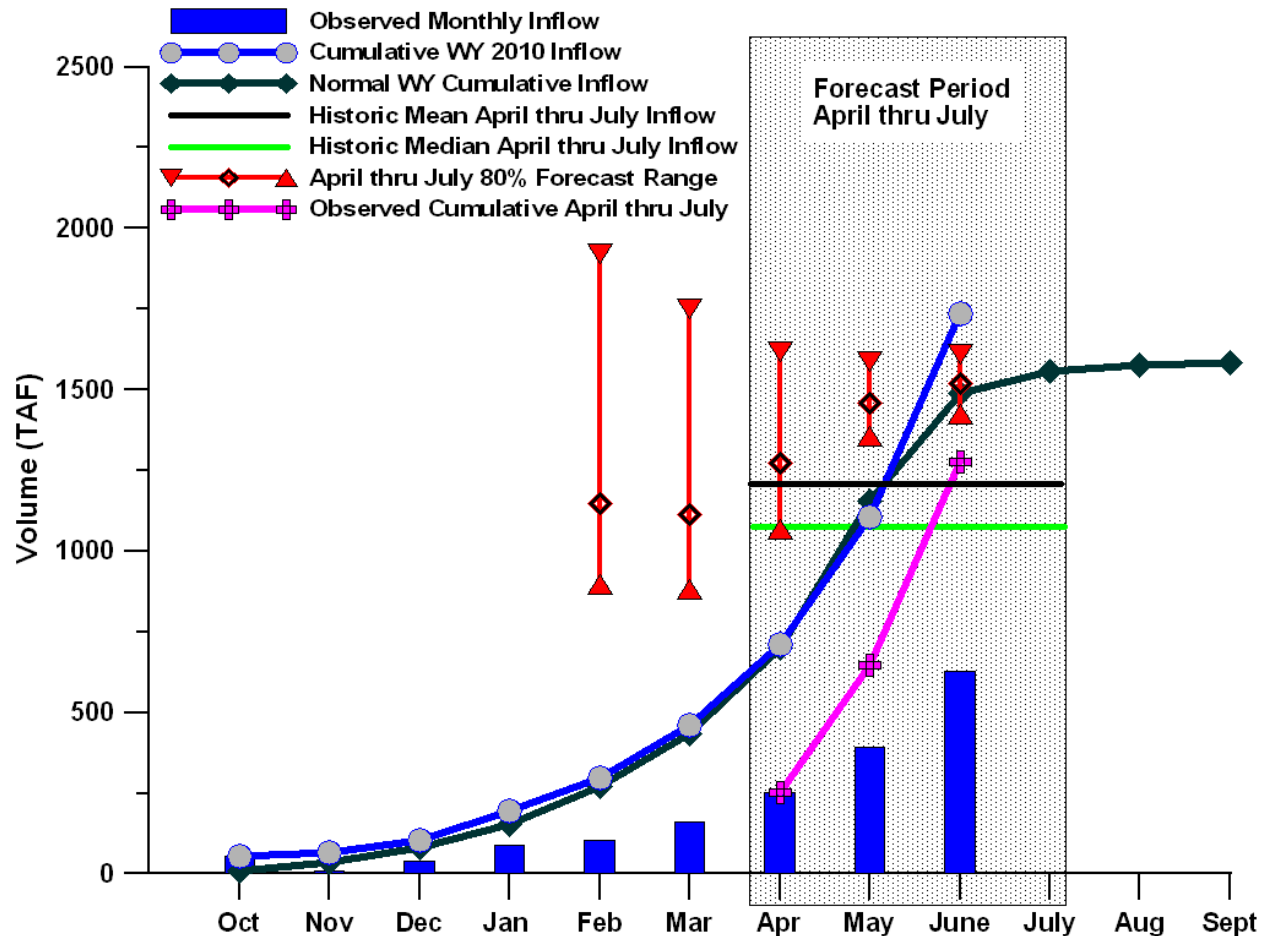
Reservoir	Month Total (inches)	Percentage of Normal for the Month	Year To Date <sup>7</sup> (inches)	Percentage of Normal for the Year-to-Date <sup>7</sup>
Pilarcitos	0.24	73 %	39.37	101 %
Lower Crystal Springs	0.03	20 %	27.08	103 %
Calaveras	0.00	0 %	21.84	116 %

<sup>7</sup> Since July 1 2009

## Snowmelt and Water Supply

Due to the cool weather patterns experienced this spring season in the Sierra Nevada, snowmelt runoff was delayed until June. June had seasonally warmer temperatures than April and May, and significant snowmelt occurred during the first two weeks of the month. On June 1<sup>st</sup>, snow coverage existed at 7,000 feet and higher. The warm temperatures and high solar angles of June melted the snow quickly. Peak inflow to Hetch Hetchy occurred on June 8<sup>th</sup>, at a full natural flow of approximately 11,300 cfs. Inflows have since receded as the snow-covered area has decreased.

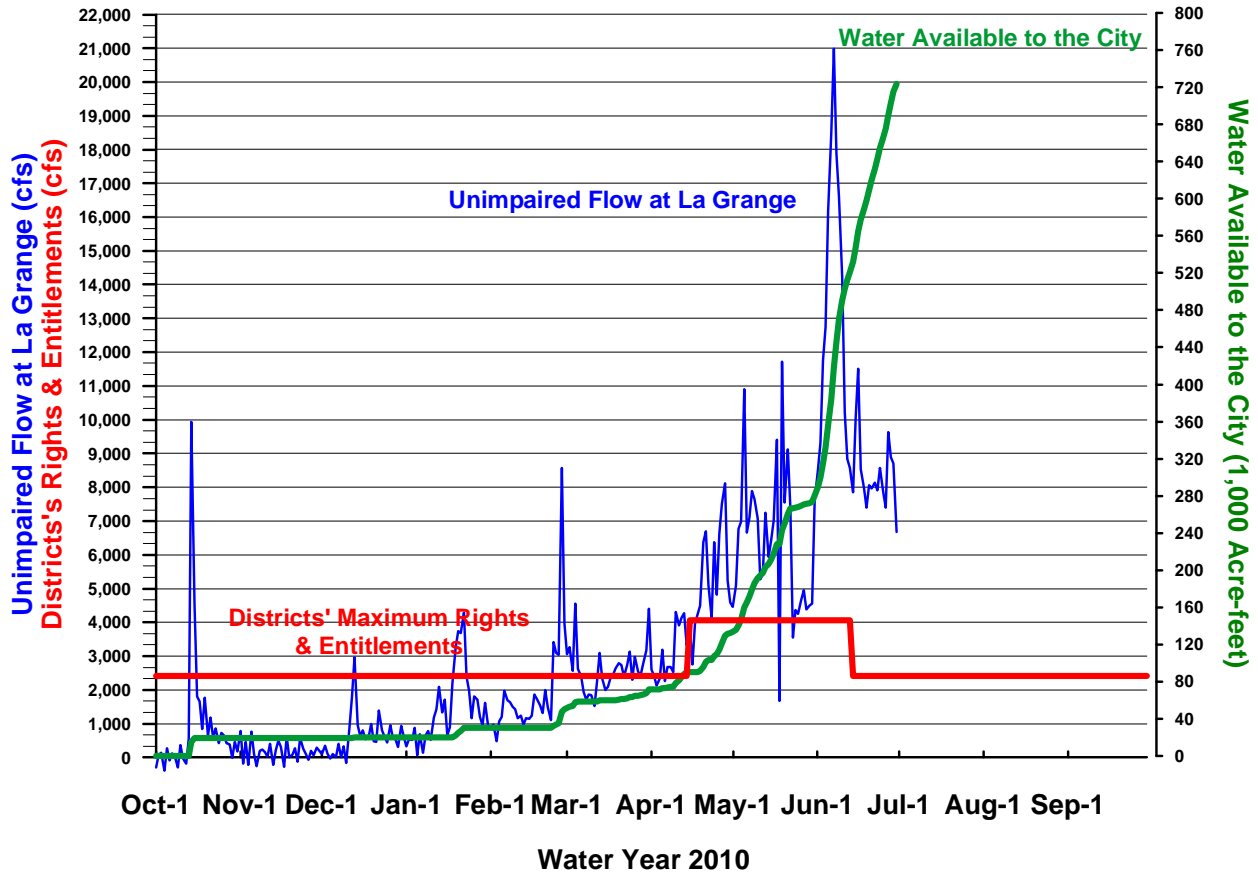
Recent nighttime freezing temperatures in the high elevations have slowed snowmelt and subsequent runoff. The weather forecast over the next 5 days is calling for a warming trend, with temperatures reaching near 100°F in the Central Valley and near 60°F in the high country. The final push of snowmelt runoff will occur with this temperature rise and flows will slowly recede to summer baseflow. Cherry and Eleanor reservoirs will be kept high and Hetch Hetchy will be brought to capacity in the next few days.



**Figure 2:** Water year 2010 conditions for the Tuolumne River at La Grange and for the 80% water supply forecast range (triangles represent the 90% and 10% forecasts, open diamonds represent the median forecast).

Last month, the June 1<sup>st</sup> forecast indicated that the median amount of runoff that may occur this year is about 141% of the long-term median (Figure 2). The median forecast of April-to-July runoff is about 1,520 TAF, compared to the long-term median runoff for the April-thru-July period of 1,080 TAF. Approximately 15% of that forecast volume remains for July. Current to-date seasonal snowmelt runoff at La Grange is at 118% of median conditions

## Unimpaired Flow at La Grange & Water Available to the City



**Figure 3:** Calculated unimpaired flow at La Grange and the allocation of flows between the Districts and the City. Water available to the City for the period from October 1<sup>st</sup>, 2009 through June 30<sup>th</sup>, 2010 was 723,624 acre-feet.

cc	HHWP Records	Dufour, Alexis	Jue, Tyrone	Patterson, Mike
	Briggs, David	Gibson, Bill	Kehoe, Paula	Ramirez, Tim
	Cameron, David	Griffin, Dave	Levin, Ellen	Ritchie, Steve
	Carlin, Michael	Hale, Barbara	Mazurkiewicz, Adam	Rydstrom, Todd
	Chester, John	Hannaford, Margaret	McGurk, Bruce	Samii, Camron
	DeGraca, Andrew	Harrington, Ed	Meier, Steve	Sandkulla, Nicole
	Dhakal, Amod	Jensen, Art	Nelson, Kent	Tsang, Michael

**STAFF REPORT**

**To:** Coastside County Water District Board of Directors

**From:** Dave Dickson, General Manager

**Agenda:** July 13, 2010

**Date:** June 30, 2010

**Subject:** Notice of Completion - Miramar Tank Recoating Project

---

**Recommendation:**

That the Board of Directors take the following actions:

- (1) Accept the Miramar Tank Recoating Project as complete.
- (2) Authorize the Notice of Completion to be filed with the County of San Mateo.
- (3) Authorize the release of the retention funds when the Notice of Completion has been recorded and returned to the District.

**Background**

Coastside County Water District entered into a contract with Crosno Construction, Inc., on July 23, 2009 for the Miramar Tank Recoating Project.

This project consisted of removing, preparation and recoating the inside coating, preparation and over coating the outside coating of the Miramar water storage tank, safety improvements to the existing ladder, replacement of the entrance hatch, procurement of a PAX mixing system, enlarging one 24" man way to a 36" man way with accompanying seal, and installation of a water sampling station to meet the specifications.

The project was completed on May 14, 2010. The project was constructed according to the plans and specifications and is now in service.

**Fiscal Impact:** None

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name  
Street  
Address  
City &  
State

COASTSIDE COUNTY WATER DISTRICT  
766 MAIN STREET  
HALF MOON BAY, CA 94019

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECORD WITHOUT FEE Govt. Code § 6103 & 27383

### NOTICE OF COMPLETION

1. The undersigned is an owner of an interest or estate in the hereafter described real property, the nature of which is: Fee Title

2. The full name and address of the undersigned is:

COASTSIDE COUNTY WATER DISTRICT  
766 MAIN STREET  
HALF MOON BAY, CALIFORNIA 94019

3. On the 14th day of May, 2010 there was completed upon the hereinafter described real property a work of improvement as a whole named Miramar Tank Recoating Project, consisting of removing, preparing and over coating the outside of the Miramar Water Storage Tank; including Safety improvements to the existing ladder, replacement of the entrance hatch, procurement of a PAX mixing system, enlargement of one 24" man way to a 36" man way with accompanying seal, and installation of a water sampling station to meet specifications.

4. The name of the original contractor for the work of improvement as a whole was: Crosno Construction Inc., 819 Sheridan Road, Arroyo Grande, and CA 93420.

5. The real property herein referred to is situated in the unincorporated area of County of San Mateo, State of California, and described as follows:

*The work is located within parcels of land owned by the Coastside County Water District. The Miramar Water Tank is located at 661 Miramar Drive in the unincorporated community of Half Moon Bay, California in San Mateo County (Assessor Parcel Number 048-076-070).*

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

COASTSIDE COUNTY WATER DISTRICT

BY: \_\_\_\_\_  
David R. Dickson, Secretary



**VERIFICATION**

I, David R. Dickson, declare that I am the Secretary of the Coastside County Water District and am authorized to make this verification for that reason. I have read said Notice of Completion and know the contents thereof to be true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 13, 2010, at Half Moon Bay, California  
(Date) (Place where signed)

By: \_\_\_\_\_  
David R. Dickson,  
Secretary of the District

**STAFF REPORT**

**To:** Coastside County Water District Board of Directors

**From:** Dave Dickson, General Manager

**Agenda:** July 13, 2010

**Date:** July 2, 2010

**Subject:** Notice of Acceptance - Canada Cove Non-Complex Pipeline Extension Project

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**Recommendation:**

Accept the water system improvements for the Non Complex Pipeline Extension Project at Canada Cove as complete.

**Background:**

A non-complex pipeline extension project for Canada Cove was completed in May 2010.

The District accepts the project utility system according to the conditions listed below:

- √ That the Project Utility System was constructed in accordance with the district regulations.
- √ All costs for the construction of the Project has been borne by the applicant. No outstanding fees are due at this time.

**Fiscal Impact:** None.

## **STAFF REPORT**

**To:** Coastside County Water District Board of Directors  
via David Dickson, General Manager

**From:** Joe Guistino

**Agenda:** July 13, 2010

Report

Date: July 7, 2010

**Subject:** Approval of Water Service Agreement - Andreini Family Ranch  
Pipeline Extension Project

---

### **Recommendation**

Approve Water Service Agreement with Eddie and Linda Andreini.

### **Background**

Under the attached Water Service Agreement with Eddie and Linda Andreini, the District will supply water to the Andreinis' property adjacent to the Nunes Water Treatment Plant site. Because there are no water mains in this area, the service will be connected to the Half Moon Bay storage tanks via a booster station and pipeline located on District property.

The Andreini's will pay all expenses related to the water service and the agreement. In addition, the conditions of the agreement provide that they must remove or relocate facilities at their expense in the event that they would interfere with any construction or maintenance activities that we must undertake as part of our operations.

### **Fiscal Impact**

Additional revenue associated with new water connection.

## WATER SERVICE AGREEMENT

### ANDREINI FAMILY RANCH PIPELINE EXTENSION PROJECT

THIS AGREEMENT is made as of this \_\_\_\_ day of \_\_\_\_\_, 2010, between COASTSIDE COUNTY WATER DISTRICT ("District"), and LINDA ANDREINI AND EDDIE ANDREINI ("Applicant").

THE PARTIES AGREE AS FOLLOWS:

#### 1. RECITALS

This Agreement is entered into with regard to the following facts and circumstances.

A. District is a County Water District organized under the provisions of the California Water Code and is engaged in the storage, transmission and sale of water for domestic purposes within San Mateo County.

B. District is the owner of certain real property located in unincorporated County of San Mateo, State of California, with Assessor's Parcel Number(s) 056-310-400, 056-310-270 and 056-320-090, generally described as the District Nunes Water Treatment Plant and Carter Hill Water Storage Tanks, and which is shown on Exhibit A ("Carter Hill Site").

C. Applicant is the owner of certain real property located adjacent to the Carter Hill Site in unincorporated County of San Mateo, State of California, with Assessor's Parcel Number 056-320-100, which is shown on Exhibit B ("Property").

D. Applicant plans to construct a horse barn and stable on the Property that requires water service from the District.

E. Applicant previously has purchased, and has the rights to install, one one-inch (50 gallons per minute) non-priority water service connection for use on the Property.

F. Given the location of the Property and the District's water distribution system, Applicant has determined that the most efficient and cost-effective manner to obtain

water service from the District to connect directly to the water system facilities at the Carter Hill Site.

G. In order for Applicant to connect directly to the water system facilities at the Carter Hill Site, Applicant must install some of its water facilities on the Carter Hill Site. Applicant understands and agrees that this method of connecting to the District's water system facilities and the use of the Carter Hill Site is unique and unusual, and that Applicant may in the future be required to remove Applicant's water facilities and terminate its use of the Carter Hill Site if requested by the District.

H. Applicant has requested the installation of the following : (1) a 1-inch water pipeline extension; and (2) a 3/4" inch service meter assembly ("Project"). The remaining 5/8" water service will be listed as uninstalled and available for future use at this parcel. As part of the Project, Applicant will install the following water facilities on the Carter Hill Site: (1) 150 feet of 1-inch water pipeline; (2) a reduced pressure backflow prevention assembly; (3) a 2 horse power booster pump with expansion chamber; and (4) a pump station, which will be located outside the existing fence line at the Carter Hill Site (collectively, "Applicant Facilities"). Applicant shall ensure that all Applicant Facilities will comply with the District's General Regulations Regarding Water Service, including but not limited to Section W.

I. Applicant represents and warrants that Applicant has obtained any and all permits and approvals necessary to construct the Project and to install Applicant Facilities on the Property and the Carter Hill Site.

## **2. APPROVAL OF PROJECT UTILITY SYSTEM**

The Project Utility System, as defined below, shown on and described in the plans prepared by Jack Ellis, surveyor, (hereinafter collectively, the "reviewed submittal documents") are approved. Copies of the reviewed submittal documents are on file at the office of the District and are incorporated herein by this reference as Exhibit C.

"Project Utility System" means the water-main from the water tank to the water meter, valves and housing thereof, and all appurtenances thereto, required to serve the Property, as depicted and described in the reviewed submittal documents. The Project Utility

System does not include the water meter, the water main on the Applicant side of the water meter, the reduced pressure backflow prevention assembly, the 2 horse power booster pump with expansion chamber, and the pump station, all of which will be owned and maintained by Applicant.

### **3. INSTALLATION**

A. Applicant shall commence installation of the Project Utility System no later than three (3) months, subject to extension for force majeure events not the fault of Applicant, after the date of this Agreement and shall complete its installation within twelve (12) months after the date of this Agreement. If installation is not commenced and/or completed by such dates, the District may terminate this Agreement, unless the delay is solely attributable to events, such as fire, flood or earthquake, which are beyond the control of, and not the fault of, Applicant.

B. Applicant shall install the Project Utility System in accordance with (1) the location and sizes shown on the reviewed submittal documents identified in Section 2; (2) the District's "Standard Specifications and Construction Details," a copy of which has previously been furnished to Applicant; and (3) the further reasonable directions of the District Superintendent.

### **4. INSPECTION; CONSTRUCTION**

A. Applicant shall notify District in writing at least ten (10) days in advance of the proposed starting date for construction and shall not commence construction unless the District Superintendent or other authorized District inspector is at the site of the work when construction begins. District agrees to make the District Superintendent or other authorized District inspector available to be on site, provided the ten (10) days advance notice is given by Applicant. If construction is not continuous, District shall be notified at least forty-eight (48) hours in advance of the resumption of construction. Any work performed without notice to District may be rejected by District on that ground alone. The District Superintendent will observe and inspect facilities solely to protect the interests of the District and to determine whether the completed work is acceptable to District and can be incorporated into the District system. The District does not assume thereby any responsibility for the operations or safety

practices of Applicant. Applicant is responsible for correct location of all facilities which it installs. The District Superintendent will not inspect facilities installed "downstream" of the individual meter boxes.

B. Applicant shall permit District's employees and authorized representatives to inspect the Project Utility System, and the plans and materials therefore, at any reasonable time before, during, or after installation.

C. Applicant shall repair at its expense (or, at the option of District, shall reimburse District for the actual cost of repairs effected by it) any damage to District property caused by Applicant, its agents, employees, or contractors in constructing the Project Utility System.

## **5. PAYMENT OF FEES AND CHARGES**

The Applicant will pay applicable fees and charges as follows:

A. Transmission and Storage Fees. None Due. Applicant purchased property which included a one-inch (1") uninstalled water service connection from the Crystal Springs Water Supply Project.

B. Water Meter Installation Fees. Concurrently with the execution of this Agreement, Applicant shall deposit Two Thousand Dollars (\$2,000.00) towards the cost of purchasing and installing one ¾" inch water meter. Applicant will pay the District's actual cost of purchase and installation of the meter at the time it wishes to arrange for meter installation. If the actual cost is less than the deposit, the difference will be refunded to the Applicant within two (2) weeks from completion of installation. If the actual cost is more than the deposit, Applicant shall pay the balance to the District within two (2) weeks of the District's notifying the Applicant of the amount due.

C. Initial Filing Fee. A non-refundable processing fee is the sum of district costs associated with the initial review process. The amount due is one hundred and fifty dollars and no cents(\$150.00).

D. Plan Check and Construction Inspection Deposit. Concurrently with the execution of this Agreement, Applicant shall pay the sum of Three Thousand dollars and no cents Dollars (\$3000.00), which is the amount due for the District staff and Engineer's costs in

reviewing final plans, inspecting the construction of the Project Utility System, modifications of water system maps, and administrative, legal, and auditing costs.

E. Total Payment Due with Agreement. The total payment due concurrently with execution of this Agreement shall be Five Thousand One Hundred and Fifty Dollars (\$5,150.00), which represents the sum of fees listed in paragraphs A, B, C, and D.

F. Meter Charge and Water Usage Charge. Applicant agrees that Applicant will pay the bi-monthly base charge for one one-inch water meter, and will pay the quantity charge for all water provided to Applicant regardless of how Applicant uses the water.

## **6. INDEMNITY**

A. District shall not be responsible or held liable in any manner whatsoever for any injury or damage which may be done to any person or property (or other loss or liability) arising from the performance or failure to perform (1) the obligations set forth in this Agreement; (2) the design, construction, maintenance, repair, and relocation (if necessary ) of the Project; (3) and the installation of the Project Utility System by or on behalf of Applicant.

B. Applicant, on its behalf and on behalf of its successors in interest, hereby agrees to waive any claims against District arising from or related to the events and activities described in Subsection A, above, and to indemnify, defend and hold harmless the District, its directors, officers, employees, and agents from and against any and all liability for the death of or injury to any person and for the loss of, or damage to, any property (including the loss of its use) which may arise from such events and activities. The agreements contained in this paragraph shall survive the performance of the remainder of this Agreement and shall remain in full force and effect notwithstanding such performance.

## **7. INSURANCE**

A. Applicant or its construction contractor shall, at its cost, maintain in full force and effect during the period beginning with commencement of construction of the Project Utility System and terminating no earlier than thirty (30) days after completion thereof and approval by District for its connection with the District's distribution system, a policy or policies of liability insurance, as follows:



1. Bodily and personal injury liability in an amount not less than One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per occurrence; and

2. Property damage insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

Such policies shall insure District as an additional insured against any and all liability for the death of or injury to any person and for the loss of or damage to any property which may arise by reason of acts done or omitted to be done as a result of the construction, maintenance, repair, and relocation of the Project by or on behalf of Applicant and shall further insure District against any and all costs and expenses, including attorneys fees, which District may incur in resisting any claim which may be made against District for any such injury or damage.

B. Each such policy shall:

1. be issued by an insurance company or companies qualified to do business in California and approved in writing by District;

2. name District, its Directors, officers, agents and employees, as additional insureds;

3. specify that it acts as Primary Insurance; the insurer being liable thereunder for the full amount of any loss up to and including the total limit of liability without right of contribution from any insurance effected by District;

4. provide that the policy shall not be cancelled or altered without thirty (30) days' prior written notice to District; and

5. otherwise be in form reasonably satisfactory to District.

C. Applicant or its contractor shall provide, and maintain at all times during the course of construction, maintenance, repair, and relocation of the Project, Worker's Compensation Insurance in conformance with the laws of the State of California. Such policy shall provide that the underwriter thereof waives all right of subrogation against District by reason of any claim arising out of or connected with the construction, maintenance, repair,

and relocation of the Project and that such policy shall not be cancelled or altered without thirty (30) days' prior written notice to District.

D. Copies of all policies required above (or Certificates of Insurance satisfactory to District) shall be delivered to District at least ten (10) days prior to commencement of construction of the Project Utility System.

#### **8. WATER USE LIMITATION**

Applicant agrees that the Project will be used only to provide water service to the Property.

#### **9. FIRE PROTECTION**

Applicant, pursuant to its General Regulations Regarding Water Service, is solely responsible for obtaining all permits and approvals, and complying with all federal, state, and local laws and regulations pertaining to the Project

#### **10. CONVEYANCE OF TITLE TO PROJECT UTILITY SYSTEM**

Full right, title and interest in and to all elements of the Project Utility System installed pursuant hereto will be granted to District upon written notice of acceptance thereof by District and without the necessity for any further action by Applicant. There shall be no obligation upon District to pay or reimburse to Applicant any part of the cost of Project Utility System. Applicant warrants that upon such passage of title to District, the title shall be free and clear from any and all mechanics and materialmen liens that could arise from construction of the Project Utility System, charges and encumbrances whatsoever. The one water meter is and will remain the property of District.

#### **11. RIGHT OF ENTRY PERMIT**

Some of the water facilities that will be constructed, used, owned, maintained, and repaired by Applicant will be located on the District Carter Hill Site. District hereby permits Applicant to enter onto the Carter Hill Site as necessary to construct, install, use, maintain, repair, and remove the Applicant's water facilities ("Right of Entry Permit"). This Right of Entry Permit is limited to the area of the Carter Hill Site that is described on and

shown on Exhibits C, D and E. Applicant may not use or access any other portion of the Carter Hill Site.

Applicant will provide District with 24 hours advance written notice prior to entering onto the Carter Hill Site. If such access to the Carter Hill Site will interfere with any District activities on the Carter Hill Site, District may deny Applicants entry and will coordinated to schedule Applicant's entry onto the Carter Hill Site at a mutually acceptable date as soon as reasonably feasible.

District may revoke this Right of Entry Permit at any time if, in the District's sole discretion, the Applicant's water facilities installed on the Carter Hill Site interfere with any existing or future activities of District on the Carter Hill Site. If District revokes this Right of Entry Permit, Applicant must remove all of Applicant's facilities located on the Carter Hill Site and restore the Carter Hill Site to the condition it was in prior to the installation of Applicant's water facilities within sixty (60) calendar days from the date the District gives Applicant written notice of the revocation of the Right of Entry Permit.

This Agreement will automatically terminate on the date the Applicant removes all Applicant's water facilities from the Carter Hill Site and restores the Carter Hill Site to the condition it was in prior to the installation of Applicant's water facilities.

## **12. ACCEPTANCE BY DISTRICT**

District shall accept the Project Utility System when all of the following conditions have been met: (1) completion of the Project Utility System; (2) certification by District Superintendent upon completion that the Project Utility System has been constructed in accordance with this Agreement; (3) furnishing by Applicant of evidence that it has paid all costs incurred in constructing the Project Utility System; (4) performance by Applicant of all of its obligations under this Agreement which are to be completed prior to acceptance of the Project Utility System, including payment of all sums due the District; and (5) furnishing by Applicant of two sets of nonammonia-type mylar reproducible drawings of the completed improvements showing "as-built" conditions.

Upon acceptance, and payment for the cost of meter installation, District shall provide water utility service to the Project.

Upon acceptance, Applicant shall be relieved of all future obligation to maintain the Project Utility System, subject to its obligation to repair defects, for a period of two years after acceptance by the District.

### **13. EXECUTION AND PERFORMANCE OF AGREEMENT**

Execution of this Agreement is a condition precedent to issuance by District of any letters, approvals, consents, or communications to any state, municipal, local or other public bodies regarding the availability of water service to the Property. Full performance of and compliance with each and every term of this Agreement by Applicant is a condition precedent to water service by District.

### **14. DISTRICT REGULATIONS**

Applicant shall at all times abide by and faithfully observe any and all District ordinances, resolutions, rules and regulations presently in effect, including current fee schedules, or which may hereafter be enacted or amended from time to time, including but not limited to *Regulations Regarding Water Service Extensions and Water System Improvements; Engineering and Construction Standards; Approved Materials* (codified through Resolution No. 2003-11, March 2004), a copy of which has previously been furnished to Applicant.

### **15. ASSIGNMENT**

Applicant's rights under this Agreement may be assigned only in connection with a sale or conveyance of the Property. No such assignment shall be valid or binding on the District unless the assignee executes a written instrument, in form and substance satisfactory to District, assuming all of Applicant's obligations under this Agreement, which have not been fully performed as of the date of assignment. Such assignment shall not release Applicant from any of its obligations to District under this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns. If the Applicant or a permitted successor or assign shall disincorporate, forfeit its articles or right of incorporation, or otherwise fully terminate without a successor or assign, District shall as of the date of disincorporation, forfeiture or termination own the Project Utility System free and clear of any obligation to any party.

**16. NOTICE**

Any notice required by this Agreement shall be satisfied by a notice in writing, either delivered personally or sent by regular or certified mail, postage prepaid, and addressed as follows:

District: Coastside County Water District  
766 Main Street  
Half Moon Bay, CA 94019  
Attention: David R. Dickson, General Manager

Applicant: Linda Andreini and Eddie Andreini

Attention:

**17. CONSTRUCTION OF AGREEMENT**

Both parties have participated in preparing this Agreement. This Agreement shall be construed reasonably and not in favor of or against either party hereto on the grounds that one party prepared the Agreement.

**18. ENTIRE AGREEMENT**

This Agreement, including the Exhibits which are hereby incorporated by reference, contains the entire agreement between the parties hereto. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist.

**19. APPLICABLE LAW**

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California. Except as expressly provided for herein, this Agreement is not intended to, and does not, modify the District's rights to exercise the legislative discretion accorded to it by the laws of California. Any lawsuit related to this Agreement shall be commenced and prosecuted in the County of San Mateo, State of California.

**20. AMENDMENT**

Any amendment hereof, including any oral modification allegedly supported by new consideration, shall not be effective unless reduced to a writing signed by both parties.

**21. AUTHORIZED SIGNATURE**

The individuals whose names are subscribed to this Agreement represent that they are authorized to act on behalf of the party for whom they sign.

**22. TIME**

Time is of the essence of the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

COASTSIDE COUNTY WATER DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

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

APPLICANT

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

Linda Andreini

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

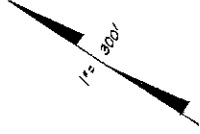
Eddie Andreini

## EXHIBIT A



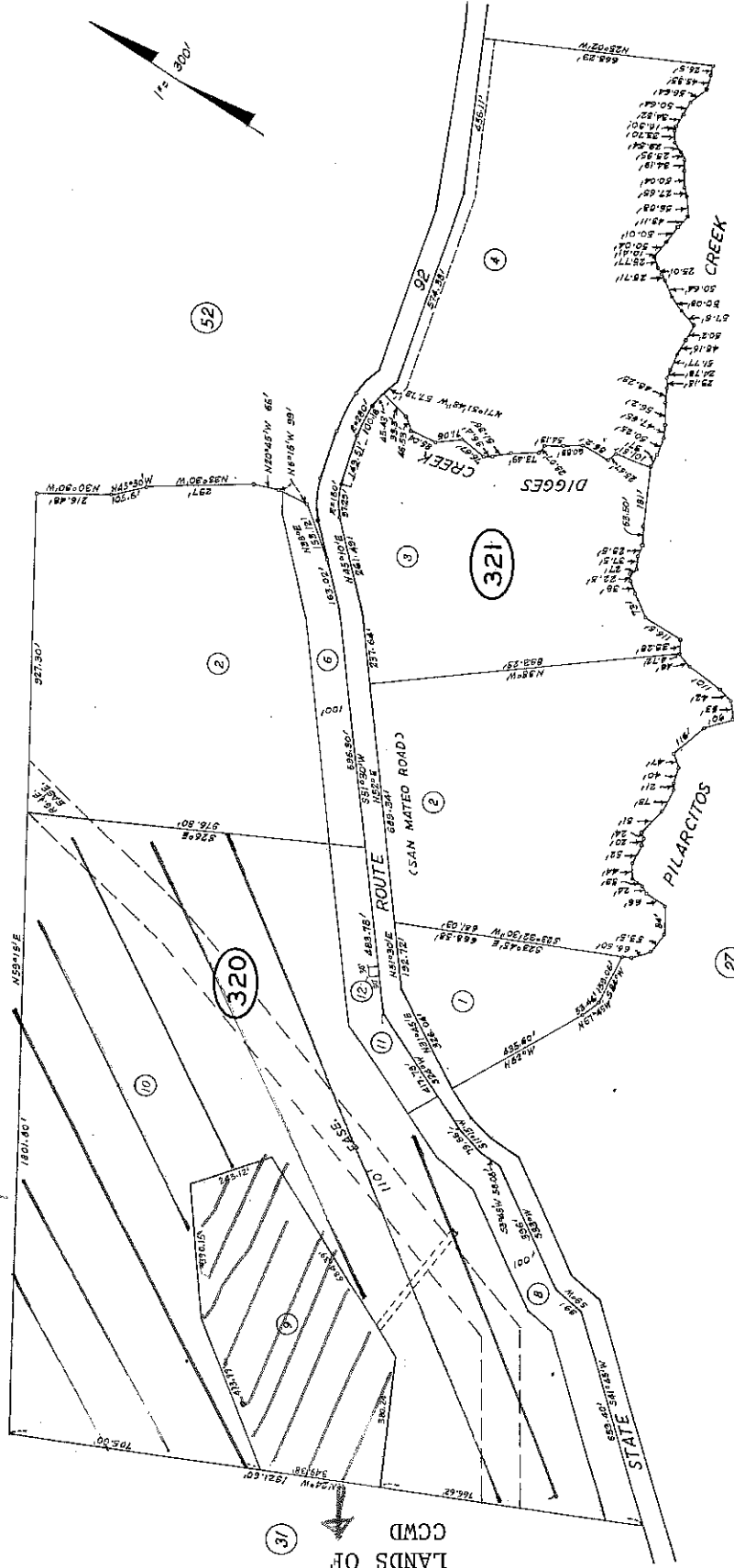
56-32

TAX CODE AREA



LANDS OF ANDREINI

35



LANDS OF  
CCWD

37

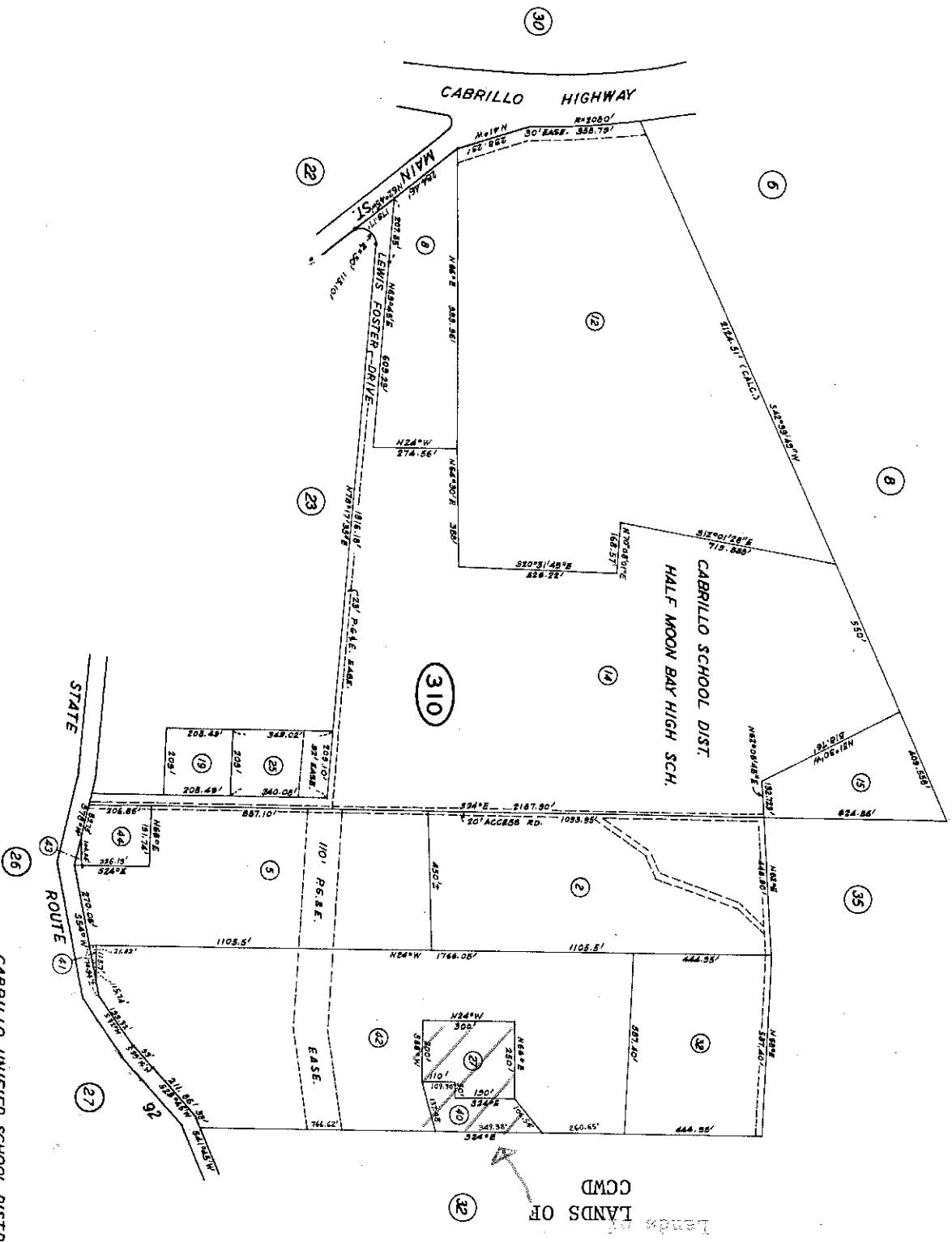
EXHIBIT A

CABRILLO UNIFIED SCHOOL DISTRICT

ASSESSOR'S MAP COUNTY OF SAN MATEO, CALIF

2-28-79

D.M.



TAX CODE AREA \_\_\_\_\_

56-31



LANDS OF  
CWD

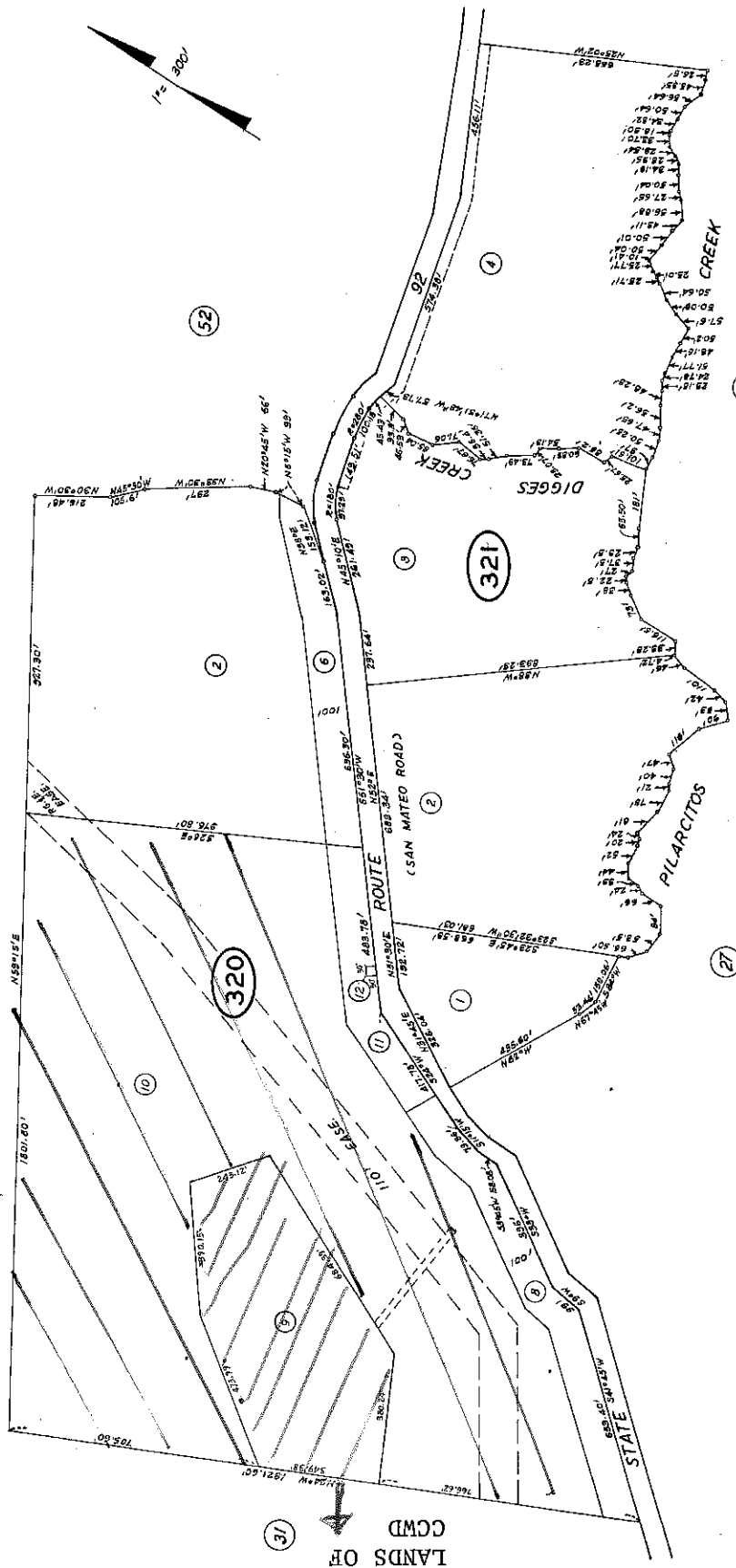
**EXHIBIT B**

56-32

TAX CODE AREA

LANDS OF ANDREINI

LANDS OF  
CWD



CABRILLO UNIFIED SCHOOL DISTRICT

ASSESSOR'S MAP COUNTY OF SAN MATEO, CALIF.

EXHIBIT B

## EXHIBIT C

COASTSIDE LAND SURVEYING  
799 MAIN STREET SUITE #E  
HALF MOON BAY, CA 94019  
650 726-1715 FAX 650 726-4285

PERMIT FOR WATER LINE

All that real property situate in the County of San Mateo, State of California, being a portion of the lands of Coastside County Water District as shown on that Amended Record of Survey filed in volume 13 of Licensed Land Surveyor's maps at pages 54 through 56, records of San Mateo County, California.

Said permit is for the benefit of the lands of Andreini Family Ranch as conveyed in that deed filed under Document No. 2008-135806, records of San Mateo Co. California and referenced as the Lands of DeBenedetti on abovementioned Record of Survey.

Said permit is for the purpose of water line construction and maintenance thereof. The permitted area is further described as follows:

Beginning at the Southeasterly corner of the Lands of the Andreini family Ranch (designated as the Lands of DeBenedetti on abovementioned Record of Survey), marked by a 3/4" iron pipe tagged L.S. #3544. Thence along that course designated North 37°58'15" East on said Record of Survey, North 37°58'15" East 15.00 feet, thence leaving said line South 52°01'45" East 3.34 feet across the Lands of Coastside County Water District as said lands are shown on that same abovementioned Record of Survey. Thence along the line of an existing chain link fence over the Lands of Coastside County Water District the following courses: South 38°18'44" West 15.73 feet, South 39°17'11" West 93.95 feet, South 47°12'23" West 19.63 feet, South 47°38'02" West 98.70 feet. Thence, leaving said fence line North 42°21'58" West 10.00 feet, thence North 47°38'02" East 92.71 feet to the Northwesterly line of said lands of Coastside County Water District, thence along said Northwesterly line North 65°42'49" East 27.77 feet, thence North 37°58'15" East 93.67 feet to the Point of Beginning for this description.

Contains 1329.4 square feet more or less.

05/28/10

Wo #57-01. CCWD 57-01/carterpermit.mwd



1" = 40'

LANDS OF  
ANDREINI  
FAMILY RANCH

DOCUMENT NO. 2008-135806

MAP  
TO ACCOMPANY  
PERMIT  
DESCRIPTION

FOR WATER LINE PERMIT OVER  
THE LANDS OF COASTSIDE COUNTY  
WATER DISTRICT FOR THE BENEFIT  
OF THE LANDS OF THE ANDREINI  
FAMILY RANCH.

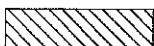
LANDS OF

GILL VISTA

LANDS OF

COASTSIDE COUNTY

FOR:  
COASTSIDE COUNTY WATER DISTRICT  
766 MAIN STREET  
HALF MOON BAY, CA 94019

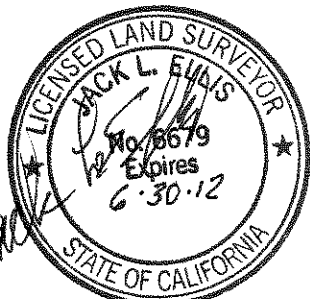


PERMITTED AREA

WATERLINE LOCATION  
APPROXIMATE  
ONLY

WATER DISTRICT

(E)  
WATER TANK



6-3-10

COASTSIDE LAND SURVEYING

799 MAIN STREET #E  
HALF MOON BAY, CA 94019  
650 726-1715

JUNE 2010

WO #57-01 57-01carterpermit.PCS

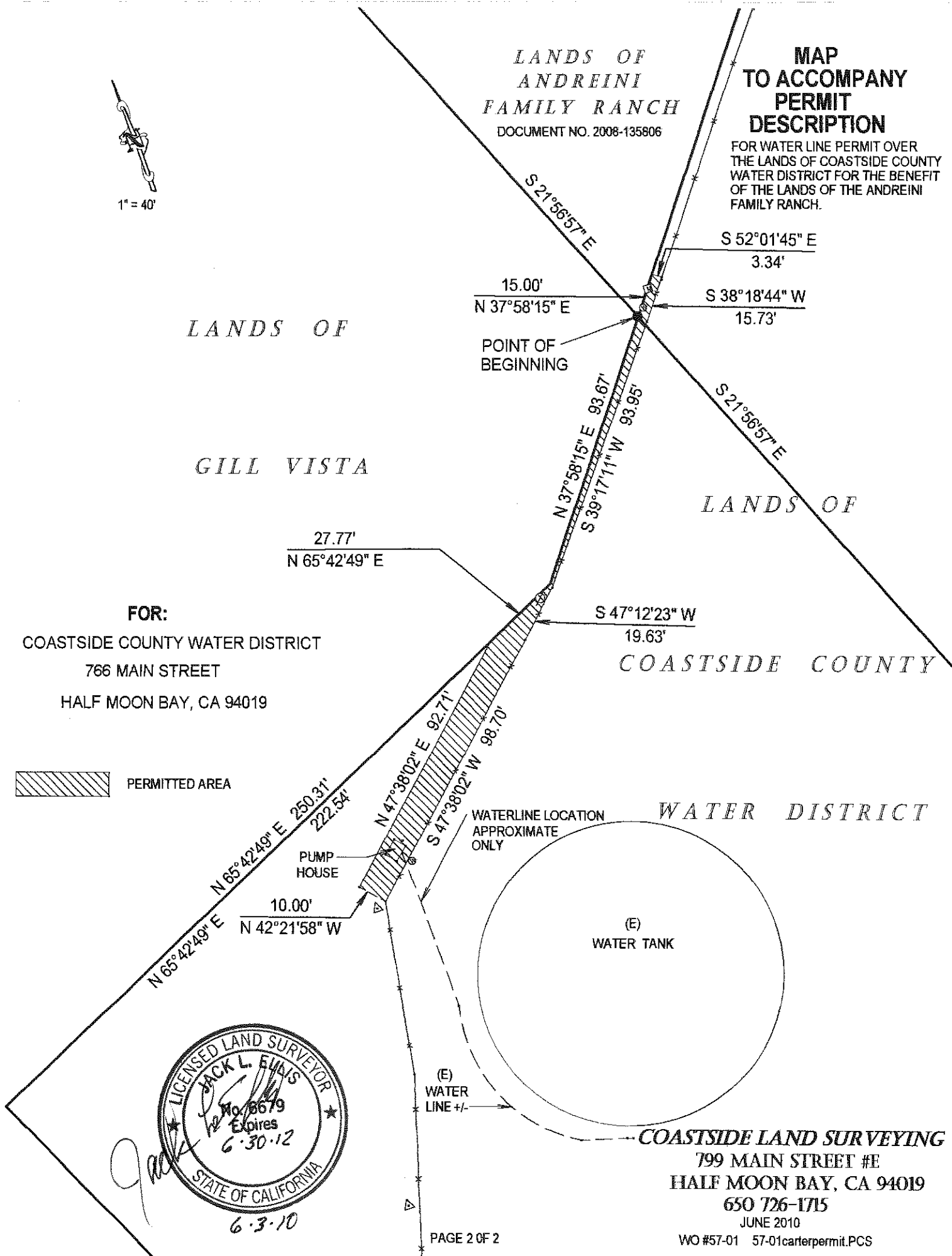


EXHIBIT D



D E F G

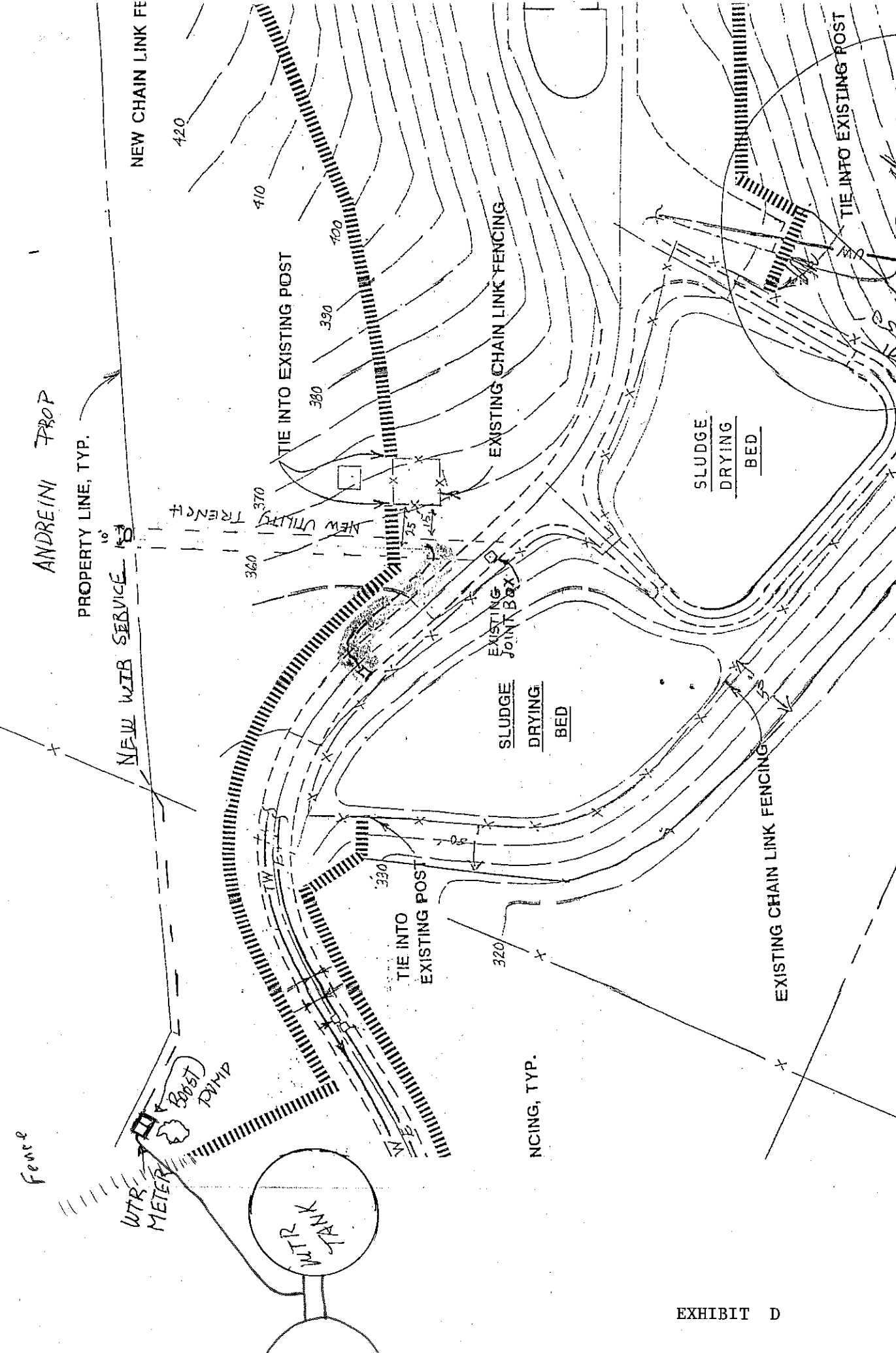
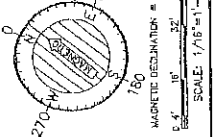
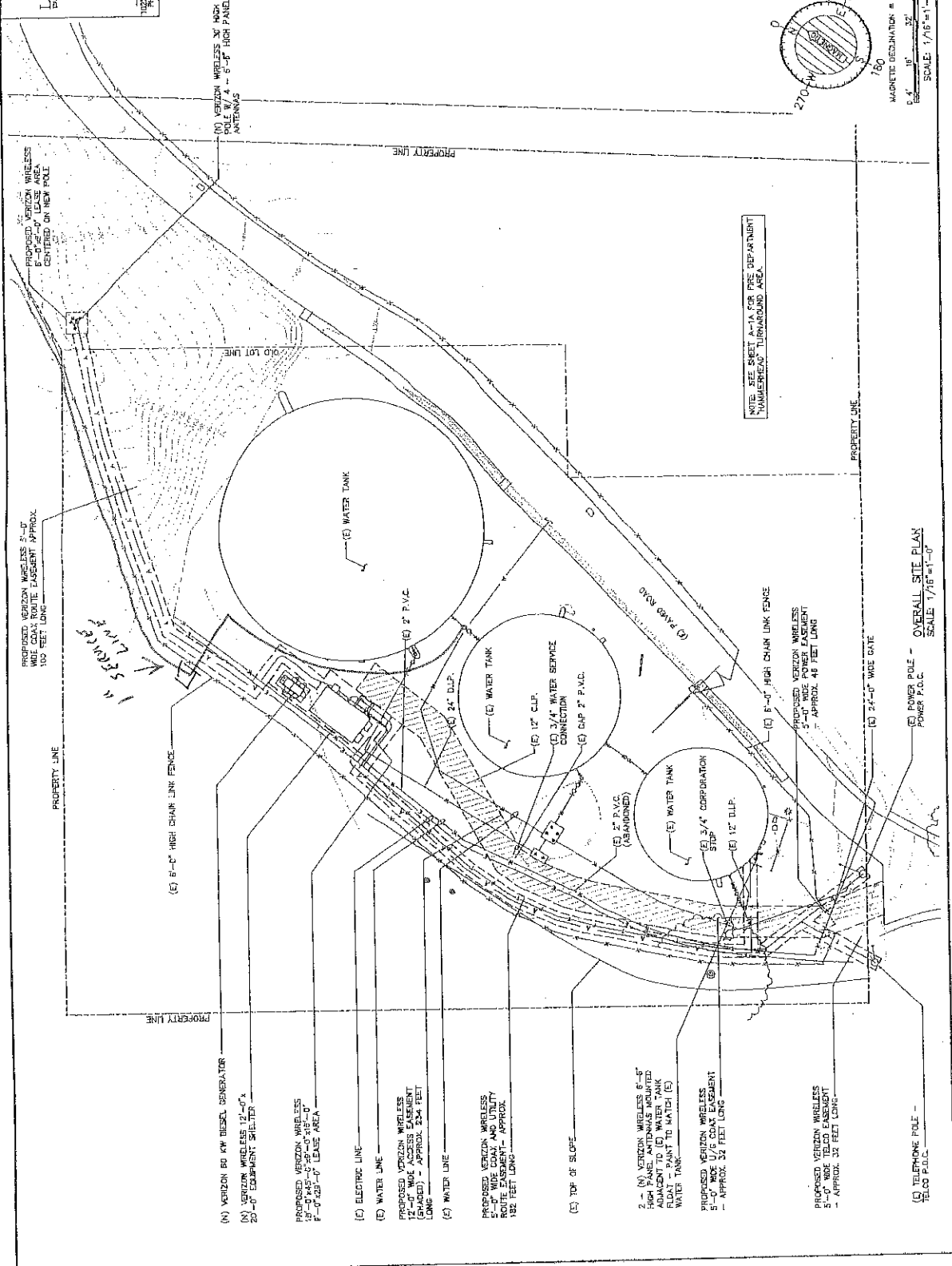


EXHIBIT E



MAGNETIC DECLINATION = 10° 32' E  
 SCALE: 1/16"=1'-0"

NOTE: SEE SHEET A-1A FOR FIRE DEPARTMENT "HAMMERHEAD" TURNAROUND AREA.

OVERALL SITE PLAN  
 SCALE: 1/16"=1'-0"

- (N) VERIZON 80 KW DIESEL GENERATOR
- (M) VERIZON WIRELESS 12'-0" x 12'-0" EQUIPMENT SHELTER
- PROPOSED VERIZON WIRELESS 5'-0" WIDE COAL ROUTE EASEMENT APPROX. 100 FEET LONG
- (E) ELECTRIC LINE
- (E) WATER LINE
- PROPOSED VERIZON WIRELESS 12'-0" WIDE ACCESS EASEMENT APPROX. 234 FEET LONG
- (C) WATER LINE
- PROPOSED VERIZON WIRELESS 5'-0" WIDE COAL AND UTILITY ROUTE EASEMENT - APPROX. 182 FEET LONG
- (E) TOP OF SLOPE
- 2 (M) VERIZON WIRELESS 6'-0" x 6'-0" WIRELESS TOWER MOUNTED ADJACENT TO (E) WATER TANK FLOAT - PAINT TO MATCH (E) WATER TANK
- PROPOSED VERIZON WIRELESS 5'-0" WIDE U/G COAL EASEMENT - APPROX. 32 FEET LONG
- PROPOSED VERIZON WIRELESS 5'-0" WIDE TELCO EASEMENT - APPROX. 33 FEET LONG
- (E) TELEPHONE POLE - TELCO P.O.C.

PROPOSED VERIZON WIRELESS 5'-0" WIDE COAL ROUTE EASEMENT APPROX. 100 FEET LONG

(E) 6'-0" HIGH CHAIN LINK FENCE

(E) WATER TANK

(E) 2" P.V.C.

(E) WATER TANK

(E) 12" D.I.P.

(E) 3/4" WATER SERVICE CONNECTION

(E) 2" P.V.C.

(E) 2" P.V.C. (ABANDONED)

(E) WATER TANK

(E) 3/4" CORPORATION STOP

(E) 12" D.I.P.

(E) 6'-0" HIGH CHAIN LINK FENCE

PROPOSED VERIZON WIRELESS 5'-0" WIDE TELCO EASEMENT APPROX. 48 FEET LONG

(E) 24'-0" WIDE GATE

(E) POWER POLE - POWER P.O.C.

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

## ***STAFF REPORT***

**To: Coastside County Water District Board of Directors**

**From: David Dickson, General Manager**

**Agenda: July 13, 2010**

Report

Date: July 7, 2010

**Subject: Resolution Adopting Association of California Water Agencies Health Benefits Authority Amended and Restated Bylaws and Joint Powers Agreement**

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### **Recommendation:**

Approve resolution adopting the Amended and Restated Association of California Water Agencies Health Benefits Authority (ACWA HBA) Bylaws and Joint Powers Agreement and designating the General Manager as the District's Membership Regular Representative and Office Manager as Membership Alternate Representative.

### **Background:**

The District obtains employee coverage for medical, dental, vision, disability, life, and employee assistance programs through the ACWA Health Benefits Authority (ACWA HBA). Conversion of the medical and dental PPO programs to a self-funded platform in 2009 necessitated changes to the ACWA HBA bylaws and joint powers agreement. The purpose of these changes is to strengthen the HBA structure in fulfilling its fiduciary responsibility to the participating membership. The Trustees of the ACWA HBA adopted the amended and restated bylaws on May 4, 2010. The documents are now presented to the ACWA HBA membership for ratification.

The attached resolution includes the amended and restated bylaws and JPA as an exhibit.

### **Fiscal Impact:**

None.

BEFORE THE BOARD OF DIRECTORS  
OF THE  
COASTSIDE COUNTY WATER DISTRICT

In the matter of:

AUTHORIZATION TO RATIFY THE \*  
AMENDED AND RESTATED \*  
ASSOCIATION OF CALIFORNIA WATER \*  
AGENCIES HEALTH BENEFITS \*  
AUTHORITY (ACWA HBA) BYLAWS AND \*  
JOINT POWERS AUTHORITY \*  
AGREEMENT AND DESIGNATE ACWA HBA \*  
MEMBERSHIP REPRESENTATIVES \*

I, David R. Dickson, Secretary of the Board of Directors of the Coastside County Water District, of the County of San Mateo, State of California, do hereby certify that the following resolution proposed by Director \_\_\_\_\_, and seconded by Director \_\_\_\_\_, was duly passed and adopted by said Board of Directors at an official meeting hereof this 13th day of July, 2010 by the following vote, to wit:

Ayes:

Noes:

Absent:

COASTSIDE COUNTY WATER DISTRICT

\_\_\_\_\_  
Chris Mickelsen, President of the  
Board of Directors

RESOLUTION NO. 2010 - \_\_\_\_

A RESOLUTION ADOPTING THE AMENDED AND RESTATED ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA) HEALTH BENEFITS AUTHORITY (HBA) BYLAWS AND JOINT POWERS AUTHORITY (JPA) AGREEMENT

WHEREAS, the Association of California Water Agencies Health Benefits Authority (ACWA HBA) provides health benefits to its members; and

WHEREAS, ACWA HBA has introduced a self-insured/self-funded platform for its medical and dental preferred provider organization programs, requiring greater fiduciary responsibilities of its Trustees and the advisory bodies to the Trustees; and

WHEREAS, the ACWA HBA Bylaws and Joint Powers Authority (JPA) Agreement have been redrawn to strengthen the ACWA HBA structure in fulfilling its fiduciary responsibility to the participating membership; and

WHEREAS, the ACWA HBA Board of Trustees adopted the Amended and Restated Bylaws and JPA Agreement on May 4, 2010; and

WHEREAS, the ACWA HBA Board of Trustees requires the endorsement of said Bylaws and JPA Agreement by member agencies; and

WHEREAS, the Coastside County Water District (District) is a member of ACWA HBA; and

WHEREAS, the District currently participates in the ACWA HBA program(s) to provide benefits to its employees; and

WHEREAS, the District has considered the Amended and Restated ACWA HBA Bylaws and JPA Agreement having an effective date of June 1, 2010, and finds it in the best interest of the District to approve the Amended and Restated ACWA HBA Bylaws and to remain a party to said JPA Agreement; and

WHEREAS, the District hereby adopts the Amended and Restated ACWA HBA Bylaws and JPA Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Coastside County Water District that:

1. The foregoing recitals are true and correct.
2. The Bylaws and Agreement referred to in the recitals above are incorporated in the resolution by reference.
  - a. The President shall sign the Ratification of the Amended and Restated ACWA Health Benefits Authority Bylaws and Joint Powers Agreement (Exhibit 1) in the name of the District to be effective as to this District on the date of this resolution.
3. The Agency designates its General Manager, as its regular representative and its Office Manager as its alternate representative.

**PASSED AND ADOPTED** by the Board of Directors of the Coastside County Water District this 13<sup>th</sup> day of July, 2010, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

COASTSIDE COUNTY WATER DISTRICT

\_\_\_\_\_  
Chris Mickelsen, President of the  
Board of Directors

ATTEST:

\_\_\_\_\_  
David R. Dickson, Secretary of the Board

**BYLAWS**  
**OF THE**  
**ASSOCIATION OF CALIFORNIA WATER AGENCIES**  
**HEALTH BENEFITS AUTHORITY**  
**AMENDED AND RESTATED AS OF JUNE 1, 2010**

These Bylaws of the Board of Directors of the Association of California Water Agencies Health Benefits Authority are adopted pursuant to Article 26 of the Joint Exercise of Powers Agreement as Amended and Restated effective June 1, 2010.

**ARTICLE I—DEFINITIONS**

The definition of terms used in these Bylaws shall be those definitions contained in the Joint Exercise of Powers Agreement creating the Association of California Water Agencies Health Benefits Authority unless the context requires otherwise.

**ARTICLE II—PRINCIPAL OFFICES**

The principal office for the transaction of business of the Authority is hereby fixed and located at 910 K Street, Sacramento, California 95814. The location of the principal office may be changed by resolution of the Board of Directors from time to time.

**ARTICLE III—MEMBERSHIP**

**Section 1. Composition and Selection.** Membership in the Authority shall be composed of one Representative from each Agency participating in any of the Benefit Coverage offered by the Authority. The Representative shall be the General Manager, or if notified otherwise, President or Chairman of the governing body. Each participating Agency shall appoint at least one alternate Representative who is a member of the governing body to serve in the absence of the regular Representative. The alternate shall have the same authority to represent the District as the regular Representative who is absent

**Section 2. Duration of Membership.** An Agency may continue its membership in the Authority as long as it continues its participation in any of the Benefit plans offered through the Authority and maintains its active membership in the Association of California Water Agencies.

**Section 3. Special Meetings.** Special meetings of the Membership, for the purpose of taking any action permitted by statute or by the Agreement creating the Authority, may be called at any time by the



President, or by the Vice President in the absence or disability of the President, or by three (3) Members of the Board of Directors of the Authority or by not less than 25% of the Membership. Upon request in writing that a special meeting of the Membership be called for any proper purpose, directed to the President, Vice President, or Secretary of the Authority, by any person or persons entitled to call a special meeting of the Membership, the officer receiving such request forthwith shall cause notice to be given to the Member Agencies that a meeting will be held at a time requested by the person or persons calling the meeting, not less than thirty-five (35) or more than sixty (60) days after receipt of the request. Notice of any special meeting shall be given in compliance with the Ralph M. Brown Act, California Government Code Section 54950, et seq. Such notice shall specify the place, date and hour of such meeting, the nature of the business to be transacted, and if applicable, the names of nominees for the Board of Directors intended at the time of the notice to be presented for election. No business other than that specified in the notice of a special meeting may be transacted at that meeting.

**Section 4. Place of Meetings.** Meetings of the Membership shall insofar as possible be held at the location of the Association of California Water Agencies' Spring or Fall Conference and at a time immediately before or after such conference. Meetings at other times shall be held at locations designated by the President of the Board of Directors or approved by the written consent of 25% or more of Membership given either before or after the meeting and filed with the Secretary of the Authority.

**Section 5. Quorum.** At any meeting, the presence in person by the Representative or alternate of at least 20% of the Member Agencies shall constitute a quorum for the transaction of business. The Agencies present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough Agencies to leave less than a quorum. If any action taken (other than adjournment) is approved by a number of Agencies at least equal to a majority of the Agencies required to constitute a quorum, except for actions specifically requiring more than a majority, the validity of such action shall not be subject to question on the basis that a quorum was not present at the time such action was taken.

**Section 6. Adjourned Meetings.**

**(a) Adjournment.** Any Membership meeting, whether or not a quorum is present may be adjourned from time to time by the vote of a majority of the Representatives or their alternates present, but in the absence of a quorum, except as provided in Section 6 of this Article III, no other business may be transacted at such a meeting.

**(b) Notice.** When any Membership meeting is adjourned for forty-five (45) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as specifically provided herein, or by the Ralph M. Brown Act, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted there at, other than by announcement of the time and place thereof at the meeting at which such adjournment is taken and posting such notice as required by Section 54955 of the Government Code.

**Section 7. Nominations of Board of Directors.** Member Agencies, who participate in one of the self-funded plans offered through the Authority, may nominate one of its Directors or Management Staff for Membership on the Board of Directors in the following manner:

**(a)** On forms provided by the Authority, an Agency may place into nomination its Director or Management Staff for any open position with the written concurrence of at least three Agencies which are Members of the Authority in addition to the nominating Agency.

- (b) Nomination forms must be completed and received by the Authority no later than the date specified on the nomination form.
- (c) This Agency nomination process shall be the sole method for placing candidates into nomination for Membership on the Board of Directors or officer positions.

**Section 8. Ballot by Mail.** In conformance with the following rules, the Health Benefits Authority shall conduct elections for Board Membership or Board Officers by written ballots submitted during the Balloting Period

- (a) **Balloting Period.** The Board of Directors shall set dates for the opening and closing of the Balloting Period and the date and place for a ballot count. The Board shall publish the dates for the Balloting Period and circulate ballot forms no later than 30 days prior to a 30 day ballot period. All ballots must be received by the closing date of the Ballot Period.
- (b) **Ballot Delivery.** The Board of Directors shall cause one ballot to be mailed to each Member Agency by first class mail not less than ten (10) business days prior to the opening date of the Balloting Period.
- (c) **Election.** The Board of Directors shall provide public notice of the date and place for the ballot count in conformance with the Ralph M. Brown Act. The date of this ballot count shall be within 30 days of the close of the balloting period. All interested Members may attend the ballot tabulation.
- (d) **Valid Election.** For an election to be valid, the Inspectors of election must receive completed ballots from no less than 20% of the Membership on or before the closing of the Ballot Period. Each Member Agency shall have one vote for each open position.. . Ballots will only be accepted when signed by the designated agency Representative appointed according to Article III, Section 1 of these Bylaws.
- (e) **Certification and Publication.** Upon completion of the ballot tabulation, the Inspectors of election shall prepare a written certification of the election results and present it to the Secretary of the Board of Directors who shall publish the results to the Membership.

**Section 9. Inspectors of Election.**

- (a) **Appointment.** In advance of any Balloting Period, the Board of Directors may appoint any persons, other than nominees for office, as inspectors of election. The number of inspectors shall be three (3), at least one of whom shall be a voting Member of the Board of Directors. In case any person appointed as inspector fails to appear or fails or refuses to act, a vacancy shall be deemed to exist, and on the request of any Agency, shall be filled by appointment by the Board of Directors in advance of the election date.
- (b) **Duties.** The duties of such inspectors shall include: determining the current number of Agencies; receiving all ballots; counting and tabulating all ballots; determining the results; preparing the election certification; and all other such acts as may be proper to conduct the election or vote with fairness to all Member Agencies.
- (c) **Procedure.** The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical at the time and place designated for the election. The decision, act or certificate of a majority of the inspectors shall be effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated therein.

**ARTICLE IV — BOARD OF DIRECTORS**

**Section 1. Number of Members.** The authorized number of Members of the Board of Directors shall be eleven (11).

**Section 2. Composition and Selection.**

(a) The Board of Directors shall consist of eleven members, as provided in the Bylaws. The members of the Board of Directors shall be ten members elected by the Membership so that there are five members from the Northern region, five members from the Southern region, and the Chair of the ACWA Insurance and Personnel Committee or his/her appointee, who shall serve in accordance with the terms of the ACWA board. Each region must have at least one member with less than twenty employees participating in HBA Benefit Coverage and one member with twenty or more employees participating in HBA Benefit Coverage. Any eligible person must be enrolled in one of the HBA self-funded plans. The Board of Directors is responsible for defining the areas of the Northern and Southern regions and may periodically review and modify by majority vote of this Board.

(b) **Terms of Office.** Board of Directors first elected by the Membership in 2010 shall serve as follows:

**Board of Directors**

Position		Term
<b>1 Nominee</b>	North Region Member *	2 years
<b>1 Nominee</b>	North Region Member *	4 years
<b>1 Nominee</b>	North Region member with less than 20 Employees	4 years
Position		Term
<b>1 Nominee</b>	South Region Member *	4 years
<b>1 Nominee</b>	South Region Member *	4 years
<b>1 Nominee</b>	South Region member with less than 20 Employees	4 years

\* Between the two North region positions, the person receiving the highest number of votes will fill the 4 year position and the person receiving the next highest will fill the 2 year position.

(c) For 2012 and later each election shall be for a 4 year term and the Membership shall elect 5 Members

**Officers of the Board of Directors.** The officers of the Authority shall be the President of the Health Benefits Authority; the Vice President of the Health Benefits Authority, however in the absence of the President, the Vice President shall preside over the meeting(s); The Executive Director/Secretary and the Treasurer. For the period preceding January 1, 2012, the current HBA Trustees participating in the HBA medical plans shall serve on the Board of Directors as follows: One each - Northern and Southern Regions

with 20 or more employees and one each - Northern and Southern Region with no size designation. Once elected by the Membership the Board of Directors will elect their own officers. Furthermore, for the period preceding January 1, 2012, the current HBA Chair shall serve as the President of the Board of Directors and the current HBA Vice Chair will serve as the Vice President of the Board of Directors.

**(d) Removal.** The unexcused absence of a Member of the Board of Directors from two consecutive meetings shall be the cause for the removal of said Member and appointment of a new Member to the Board of Directors by the remaining Members of the Board.

**Section 3. Vacancies.** A vacancy or vacancies on the Board of Directors shall be deemed to exist in case of death, incapacity, resignation, expiration of the term of the office or resignation from the office that is the basis for selection to be a Member, removal by the Agency that the Board Member represents or when the Agency represented by the Board Member ceases to be a Member of the Authority. Vacancies in the positions of Board Member shall be filled in the manner provided for regular appointment of such persons in these Bylaws.

**Section 4. Regular Meetings.** Regular meetings of the Board of Directors shall be scheduled at least quarterly and in accordance with the Brown Act. The Board shall meet at the Authority's principal office or at such other place as may be designated by the Board of Directors. The time and place of the regular Board meetings shall be established by action of the Board taken from time to time. Such action shall be taken at least 30 days before the first regular meeting established by action. At least 15 days prior to the first meeting established by action of the Board, a copy of such action shall be provided in accordance with the Brown Act to each Board Member, and each Agency, and provided in accordance with the Brown Act to each interested member of the public or representative of the media who has requested, in writing, written notice of Authority meetings, and posted at the Authority office in a location that is freely accessible to members of the public.

**(a) Notice.** Before each regular meeting, the Secretary shall prepare a written agenda in accordance with the Brown Act. A copy of the agenda shall also be provided in accordance with the Brown Act to each Board Member, and each Agency, and provided in accordance with the Brown Act to each interested member of the public or representative of the media who has requested in writing written notice of meetings, at least ten (10) days before the regular meeting.

**(b) Quorum.** At any meeting, the presence in person by at least a majority of Board Members shall constitute a quorum for the transaction of business. A majority of all of the Members of the Board shall be required to approve any resolution or motion, unless a different voting requirement to approve a particular action is specified under laws of the State of California, in the JPA Agreement or elsewhere in these Bylaws.

**Section 5. Special Meetings.** Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute or the Agreement creating the Authority may be called at any time by the President or by the Vice President in the absence or disability of the President, or by three (3) Members of the Board and shall be held in accordance with the Brown Act.

**Section 6. Quorum.** At any meeting, the presence in person by at least a majority of Board Members shall constitute a quorum for the transaction of business. A majority of all of the Board Members shall be required to approve any resolution or motion, unless a different voting requirement to approve a particular action is specified under laws of the State of California, in the Agreement creating the Authority or elsewhere in these Bylaws.

**Section 7. Record of Vote.** Except where action is taken by the unanimous vote of all Board Members present and voting, the ayes, noes and abstentions taken upon the passage of all resolutions, motions or other action shall be entered upon the minutes.

**Section 8. Adjourned Meetings.** Any Board of Directors meeting, whether or not a quorum is present, may be adjourned from time to time by (a) the loss of a quorum, (b) the vote of a majority of the Board Members present, or (c) by declaration of the President, or by the Vice President in the absence or disability of the President, that the meeting is adjourned when the agenda has been completed and there is no further business to come before the Board.

**Section 9. Authority to Act on Matters Not on the Agenda.** The Board of Directors shall take no action on any item not appearing on the posted agenda, except under the following conditions: (a) upon a determination by a two-thirds vote of the Board, or, if less than two-thirds of the Board Members are present, a unanimous vote of those Board Members present, that the need to take action arose subsequent to the agenda being posted, except with respect to amending or restating these Bylaws; or (b) the item was posted for a prior meeting of the Board occurring not more than five (5) calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

**Section 10. Oral Information Reports.** Any Board Member may make an oral report for the purpose of informing the Board of any matter of interest to the Authority. The Board may also call upon the Secretary, staff, consultants or legal counsel for oral informational reports on matters not on the agenda. Unless the Board makes the determination required under Article IV Section 9 of these Bylaws, there shall be no action on matters covered in such oral reports.

**Section 11. Public Forum.** Every agenda for a regular meeting shall provide an opportunity for members of the public to directly address the Board on items of interests that are within the subject matter jurisdiction of the Board and which do not appear on the agenda. The Board may discuss, but not take action, on any matter raised during the public forum, unless the Board first makes the determination set forth in Article IV Section 9 of the Bylaws. It is the general policy of the Board to refer complaints to the Secretary for resolution. If the complaint cannot be resolved, the Secretary will place it on a meeting agenda for consideration by the Board. In order to facilitate public participation during the public forum session of the meeting, the Board may limit the total amount of time allocated for public comment on a particular issue, and may limit the time allocated for public comment of an individual speaker.

**Section 12. Closed Sessions.** A closed session may be held on any subject authorized under provisions of the Brown Act. Subject to the Brown Act, the agenda for a regular or special meeting may include the following standard language: "A closed session may be held at the discretion of the Board of Directors on any subject matter authorized under the Brown Act, including but not limited to pending litigation, property acquisition negotiations, the appointment, employment, evaluation of performance, or dismissal of an Authority employee, or the hear complaints of charges brought against an employee." The Board shall not keep minutes of its closed session.

## **ARTICLE V—STANDING COMMITTEES**

**Section 1.** There shall be established the following Standing Committees: Health Benefits Program Committee, the Ancillary Benefits Program Committee, and the Finance and Audit Committee appointed

by the Board of Directors. These Committees shall meet from time to time as directed by the Board, and shall make recommendations to the Board based upon the expertise of its Members.

**(a) Health Benefits Program Committee.** The Health Benefits Program Committee shall be chaired by a member of the Board of Directors and composed of seven committee members appointed by the Board President and ratified by the Board of Directors.

(1) **Composition.** The Health Benefits Program Committee shall be composed of at least three Members from the Northern Region, three Members from the Southern Region. Each Region must have at least one Member with less than twenty employees participating in HBA Health Benefits Program and one Member with more than twenty employees participating in HBA Health Benefits Program.

(2) **Duties.** The Health Benefits Program Committee shall advise the Board of Directors regarding the implementation, maintenance, renewals and administration of the HBA Health Plans. It will monitor the Health Benefits Program policies established for participation in the Health Benefits Program including eligibility, underwriting, and other participation criteria. It will make recommendations to the Board of Directors, as requested by the Board.

**(b) Ancillary Benefits Program Committee.** The Ancillary Benefits Program Committee shall be chaired by a member of the Board of Directors and composed of seven committee members appointed by the Board President and ratified by the Board of Directors.

(1) **Composition.** The Ancillary Benefits Committee shall be composed of at least three Members from the Northern Region, three Members from the Southern Region. Each region must have at least one Member with less than twenty employees participating in HBA Ancillary Benefits Programs and one Member with more than twenty employees participating in HBA Ancillary Benefits Programs.

(2) **Duties.** The Ancillary Benefits Program Committee shall advise the Board of Directors regarding the implementation, maintenance, renewals and administration of the following HBA Ancillary Programs: Group term life and AD&D; Employee Assistance Plan; Dental and Vision plans; and, Long Term and Short Term Disability plans. It will monitor the implementation and maintenance of these plans, and when asked, provide recommendations to the Board of Directors regarding plan administration.

**(c) The Finance and Audit Committee.** The Finance and Audit Committee shall be composed of seven (7) members, each of whom shall have professional or practical experience in finance. The committee will be chaired by a member of the Board of Directors. The committee members will be appointed by the Board President, ratified by the Board of Directors and the Board of Directors shall specify the duties delegated to this Committee. These shall include, but not be limited to, reviewing and advising the Board of Directors on issues such as the annual budget, annual audit, investment and reserve policies.

**Section 2. Vacancies.** The President of the Board of Directors shall appoint committee members to fill seats made vacant on these Committees for any reason including resignation, removal, expiration of terms of office in their respective Agencies or for any other cause consistent with the Authority's Bylaws. These appointments will be ratified by the Board of Directors

**Section 3. Meetings.** The Board of Directors shall direct each Committee to meet as needed for the proper administration of the Authority.

**Section 4. Term of Office.** Committee Members shall serve at the will of the Board of Directors for terms consistent with the needs of the Authority and as long as the Agency they represent remains a Member of the Authority.

## **ARTICLE VI—OFFICERS OF THE AUTHORITY**

### **Section 1. Officers.**

- (a) President.** The Board of Directors shall elect a President of the Authority for four year terms. In the event the President so elected ceases to be a Member of the Board, the resulting vacancy in the office of President shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his or her absence the Vice President, shall preside at and conduct all meetings of the Board, and shall chair the Board. The President shall be ex-officio a member of all the standing committees.
- (b) Vice President.** The Board of Directors shall elect a Vice President of the Authority for four year terms. In the event the Vice President so elected ceases to be a Member of the Board, the resulting vacancy in the office of Vice President shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President, and when so acting shall have all the powers of and be subject to all the restrictions of the President.
- (c) Executive Director/Secretary.** The Executive Director/Secretary shall have the general administrative responsibility for the activities of the Authority and shall hire or cause to be hired necessary employees thereof, subject to prior authorization of each position by the Board, and shall be responsible for all minutes, notices and records of the Authority and shall perform such other duties as may be assigned by the Board of Directors. This person shall be selected by, and serve at the will of, the Board of Directors.
- (d) Treasurer.** The Treasurer shall be appointed by the Board of Directors. The duties of the Treasurer shall be as set forth in Articles 14 and 15 of the Joint Powers Agreement.
- (e) Other Officers.** The Board of Directors shall have the power to appoint such other officers as may be necessary to carry out the purposes of this Agreement.

### **Section 2. Removal and Resignation.**

- (a) Removal.** Any officer may be removed from their officer position, without cause, by the Board of Directors at any regular or special meeting thereof by a two-thirds vote of the Members of the Board.
- (b) Resignation.** Any officer or Board Member may resign at any time by giving written notice to the President or Executive Director/Secretary of the Authority, without prejudice, however, to the rights, if any, of the Authority under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## **ARTICLE VII—MISCELLANEOUS**

**Section 1. Checks and Drafts.** All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payment to the Authority, shall be signed and endorsed by the Treasurer and a Board Member, or by such other person or persons and in such manner as from time to time shall be determined by the Board of Directors.

**Section 2. Contracts.** All contracts of the Authority may be executed by the President or the Vice President of the Authority or a designee appointed by the Board of Directors.

**Section 3. Rules of Procedure for Meetings.** Notwithstanding any provision of these Bylaws to the contrary, all meetings of the Board of Directors including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Brown Act, and in accordance with Roberts Rules of Order.

**Section 4. Inspection of Authority Records.** The accounting books and records, the list of Member's designated Representatives, and minutes of proceedings of the Board of Directors and Membership meetings and all other committees of the Authority shall be open to the inspection of any Member at any reasonable time. Such inspection by a Member may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

**Section 5. Construction.** If there is any inconsistency between a provision of these Bylaws and a provision of the Agreement creating the Authority, the provision of the Agreement shall govern.

**Section 6. Fiscal Year.** Unless and until changed by resolution of the Board of Directors, the fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31.

## **ARTICLE VIII—AMENDMENTS**

Amendments to these Bylaws, other than amendments changing the authorized number of Members of the Board of Directors, may be adopted by the Board of Directors. Any amendment adopted by the Board of Directors shall be on the agenda of the next meeting of the Membership for ratification or may be ratified by the Membership through the mailed voting process.



**JOINT EXERCISE OF POWERS AGREEMENT**  
**CREATING THE**  
**ASSOCIATION OF CALIFORNIA WATER AGENCIES**  
**HEALTH BENEFITS AUTHORITY**  
**Amended and Restated as of June 1, 2010**

**THIS JOINT EXERCISE OF POWERS AGREEMENT** (the “Agreement”) amends and restates the Agreement originally dated as of May 1, 1994, by and among water districts and agencies organized and existing under the laws of the State of California, herein-after collectively referred to as the “Agencies” and individually as an “Agency” which are parties signatory to this agreement and listed in Appendix “A”, which is attached hereto and made a part hereof. Said Agencies are sometimes referred to herein as “parties.”

**RECITALS**

**WHEREAS**, Section 6500 et seq. of the Government Code of the State of California (Government Code) provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

**WHEREAS**, Section 989 et seq. of the Government Code, more particularly Section 990.4 thereof, provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

**WHEREAS**, Section 990.8 of the Government Code provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Section 990.4 of the Government Code; and

**WHEREAS**, each of the parties to this Agreement desire to join together with the other parties for the purpose of pooling their purchasing needs for health benefit coverage for their employees to provide said employees with a comprehensive Health Benefit Plan at a lower cost than might be available generally to the parties individually; and

**WHEREAS**, it appears economically feasible and practical for the parties to this Agreement to do so;

**NOW, THEREFORE**, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

**ARTICLE 1—DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement:

“**Agency**” or “**Agencies**” or “**Member**” or “**District**” shall mean those entities of local government empowered by law, commonly known as “**Water Agencies**” to provide water-related services within the State of California, who are signatories to this Agreement, including any amendments thereto, and members of the Association of California Water Agencies.

“**Ancillary Benefit Programs**” shall mean the dental, vision, life and AD&D, Employee Assistance Plan, LTD, and Short Term Disability programs offered by the HBA to its members.

**“Ancillary Benefit Program Committee”** shall mean the Committee designated by the Board of Directors.

**“Treasurer”** shall mean the individual who is so appointed by the Board of Directors.

**“Authority”** shall mean the Association of California Water Agencies Health Benefits Authority.

**“Benefit Coverage”** shall mean employee benefits coverage provided through the HBA’s Health and Ancillary Benefit Programs.

**“Board of Directors”** or **“Board”** shall mean the governing body of the Authority.

**“Contributions”** shall mean any health insurance premium or cash contribution required to maintain or fund the Health Benefit Plans.

**“Executive Director/Secretary”** shall mean the employee of the Authority who is employed by the Board of Directors.

**“Finance and Audit Committee”** shall mean the Committee of the Authority appointed by the Board of Directors.

**“Health Benefit Programs”** shall mean the medical care offered by the HBA to its members.

**“Health Benefits Authority”** shall mean the Joint Powers Authority created by and among the Public Agencies who are signatory to the Joint Exercise of Powers Agreement.

**“HBA Employee Benefit Trust (EBT)”** shall mean the tax exempt Trust established by the HBA to hold certain Plan assets of the HBA Welfare Benefit Coverage.

**“Health Benefit Program Committee”** shall mean the Committee of the Authority appointed by the Board of Directors.

**“Member”** shall mean Agency members of the Health Benefits Authority.

**“Program Rules”** shall mean those rules as established by the Board of Directors regarding participation in HBA programs.

**“Representative”** shall mean the individual designated as the individual representing a participating Agency or District.

**“Standing Committees”** shall mean the Health Benefit Program Committee, Ancillary Benefit Program Committee, and the Finance and Audit Committee, as formed by the Board of Directors pursuant to Article 11 herein.

## **ARTICLE 2—PURPOSE**

This Agreement is entered into by the Agencies pursuant to Sections 990.4, and 990.8 of the Government Code and Section 6500 et seq. of the Government Code in order to enable those Agencies to pool their purchasing needs to provide their employees with comprehensive and economical health and welfare benefits through its Health Programs and Ancillary Programs.

This purpose shall be accomplished through the exercise of the common powers of such Agencies jointly in the creation of a separate entity, the Association of California Water Agencies Health Benefits Authority (the "Authority"), to combine the employees of the participating Agencies collectively into a single pool for the purposes of negotiating and providing Welfare Benefit Coverage including administrative services related to the welfare benefit coverage and to provide various administrative activities relative to the management of the pool and purchasing of insurance, including, but not limited to billing participating Agencies for premiums, making premium payments to the insurance carrier and determining eligibility for coverage of individual employees and their dependents.

It is the further purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional agencies organized and existing under the laws of the State of California who qualify as an Agency as may desire to become parties to the Agreement and members of the Authority, and who agree to the participation rules applicable to the Welfare Benefit Coverage elected.

## **ARTICLE 3—PARTIES TO THE AGREEMENT**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 18. Each party to this Agreement certifies that the deletion of any party from this Agreement, pursuant to Articles 19 and 20 shall not affect this Agreement nor such party's intent to contract as described above with other parties to the Agreement then remaining. Each party to the Agreement must at all times participate in the Welfare Benefit Coverage offered hereunder.

## **ARTICLE 4—TERM OF AGREEMENT**

**(a)** This Amended and Restated Agreement shall become effective on June 1, 2010 in full force and effect and a legal, valid and binding obligation of each Agency, who were signatories on or before May 31, 2010, and for Agencies who submit to the Authority an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing board of each such Agency agreeing to the terms of this Agreement and the execution and delivery hereof, and shall continue subject to the terms of this Agreement until and unless terminated as hereinafter provided.

## **ARTICLE 5—THE AUTHORITY**

As provided in Section 6500 et seq. of the Government Code, the Authority shall be a public entity separate from each of the Agencies possessing the common powers of the Agencies. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any of the Agencies.

## **ARTICLE 6—POWERS OF AUTHORITY**

- (a)** The Authority shall have the powers common to Agencies and is hereby authorized to do all acts necessary for the exercise of said common powers to provide comprehensive and economical health benefit coverage, including, but not limited to, any of the following:
- (1) To pay all Authority expenses, including, without limitation, insurance premiums, benefit plan claims, administration and operation expenses;
  - (2) To determine and select all health benefit plans or insurance policies necessary to carry out the programs of the Authority. The determination shall include the scope of such plans or policies; and to determine the method such plans or policies are to be insured or self insured in conformance with 990 et seq. of the Government Code for providing a health benefit plan to the parties to this agreement;
  - (3) To establish contribution rates for Agencies and to modify those rates from time to time upon written notice to the Agencies. Such contribution rates shall be established to fund the premiums to the insurance carrier and to fund self insured health benefits, Authority expenses, and a reasonable Authority reserve not to exceed the maximum reserve permitted by law;
  - (4) To assess Agencies in accordance with Program Rules for the purpose of recoupment of deficits due to insufficiency of contribution rates in the previous policy or plan year or to pay dividends to participating Agencies as declared by the Board of Directors.
  - (5) To establish such rules and regulations as may be necessary in administering the business of the Authority;
  - (6) To borrow money to carry out the purposes of the Authority and to pledge, assign or hypothecate any of the Authority assets to secure such loans subject to Article 5 of the Agreement;
  - (7) To accept, compromise, arbitrate or otherwise settle any obligation, liability or claim involving the Authority, including, but not by way of limitation, any claim for contributions or other sums payable hereto, and to enforce or contest any other obligation, liability or claim by appropriate legal proceedings if, in the sole discretion of the Directors, it is in the interest of the Authority to do so, or to assign any such claim and allow the assignee to institute legal or arbitration proceedings in its own name to enforce collection;

- (8) To require any person with obligation or rights hereunder to furnish, or permit an audit of, any reasonable information, data and documents that are pertinent in verifying the accuracy of contribution and acting upon claims for benefits under the Health Benefit Plan, or which are otherwise pertinent in administering the Authority;
  - (9) To publish, file and distribute all reports required by law;
  - (10) To determine all questions relating to eligibility for benefits, how benefits will be provided and similar questions. Such determinations shall be binding on all persons, except as may otherwise specifically be provided herein or in regulations duly adopted by the Board;
  - (11) To retain or employ attorneys, accountants, actuaries, auditors, office personnel, professional administrators and consultants and other suitable agents and employees;
  - (12) To exercise all powers granted under any insurance contract purchased with Authority funds;
  - (13) To decline or terminate the participation of an Agency in the Health Benefit or Ancillary Benefit Programs if there are repeated delinquencies or other failures to comply with the terms of the corresponding Program, this Agreement or the Bylaws provided for in Article 24;
  - (14) To enforce all obligations of Agencies to make contributions including assessments to the Authority by any means the Authority deems appropriate and to collect such contributions at such rates as may be established from time to time;
  - (15) To adopt uniform, specific, reasonable and diligent collection procedures with respect to Agencies who are delinquent in the payment of contributions or assessments;
  - (16) To cause to be prepared the operating budget of the Authority for each fiscal year;
  - (17) To receive and review periodic accounting of all funds under Articles 14 and 15 of the Agreement;
  - (18) To conduct on behalf of the Authority all business of the Authority which the Authority may conduct under the provisions hereof and pursuant to law;
  - (19) To implement such other powers and functions as are provided for in this Agreement or in the Bylaws.
- (b)** Except as otherwise provided herein, such powers shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon any participating agency in the exercise of similar powers, as provided in Section 6509 et seq. of the Government Code.
- (c)** Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Government Code or other applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Article 2 hereof.

## **ARTICLE 7—BOARD OF DIRECTORS**

- (a) The Authority shall be governed by the Board of Directors which is hereby established and which shall be elected by the Representatives from each Member Agency.
- (b) Each Member of the Board shall serve until a successor is appointed or elected.
- (c) Each Member of the Board shall have one vote.
- (d) In any instrument in writing in the name of the Authority, the Board of Directors shall be bound by the record of votes and / or signatures of any six Directors, and all persons, partnerships, corporations and associations may rely thereon that such instrument has been duly authorized in accordance with this Agreement unless otherwise authorized by resolution of the Authority.
- (e) To the extent permitted by law, no Director shall be liable for any action on good faith taken or omitted nor for any act or omission of any other Director. The Authority shall indemnify and hold harmless the Directors to the extent and in the amounts provided by the laws of the State of California from and against all claims, damages and losses, and expenses arising out of the performance by the Directors of any duty or responsibility undertaken or performed in connection with the obligations of the Directors arising out of the Agreement. The funds of the Authority shall be used to defend, indemnify and hold harmless the Authority and any Director for actions taken within the scope of the Authority. Notwithstanding any provision of the Agreement, the Authority shall have the right to purchase insurance to provide coverage for its Directors and employees with respect to the foregoing.

## **ARTICLE 8—POWERS OF THE BOARD OF DIRECTORS**

Subject to their powers of allocation and delegation set forth elsewhere in this Agreement and to Article 6 hereof, the Board of Directors of the Authority shall have exclusive authority to control and manage the operation and administration of the Authority and its assets. The Board of Directors may exercise all lawful powers appropriate to the exercise of their authority hereunder, including the following powers and functions:

- (a) To pay all Authority expenses, including , without limitation, insurance premiums, benefit plan claims, administration and operation expenses;
- (b) To determine and select all health benefit plans or insurance policies necessary to carry out the programs of the Authority. The determination shall include the scope of such plans or policies; and to determine the method such plans or policies are to be insured or self insured in conformance with 990 et seq. of the Government Code for providing a health benefit plan to the parties to this agreement;
- (c) To establish contribution rates for Agencies and to modify those rates from time to time upon written notice to the Agencies. Such contribution rates shall be established to fund the premiums to the insurance carrier and to fund self insured health benefits, Authority expenses, and a reasonable Authority reserve not to exceed the maximum reserve permitted by law;

- (d)** To assess Agencies in accordance with Program Rules for the purpose of recoupment of the deficits due to insufficiency of contribution rates in the previous policy or plan year or to pay dividends to participating Agencies as declared by the Board of Directors;
- (e)** To establish such rules and regulations as may be necessary in administering the business of the Authority including such recommendations of the Standing Committees or the ACWA Insurance and Personnel Committee as may be deemed appropriate;
- (f)** To borrow money to carry out the purposes of the Authority and to pledge, assign or hypothecate any of the Authority assets to secure such loans subject to Article 5 of the Agreement;
- (g)** To accept, compromise, arbitrate or otherwise settle any obligation, liability or claim involving the Authority, including, but not by way of limitation, any claim for contributions or other sums payable hereto, and to enforce or contest any other obligation, liability or claim by appropriate legal proceedings if, in the sole discretion of the Directors, it is in the interest of the Authority to do so, or to assign any such claim and allow the assignee to institute legal or arbitration proceedings in its own name to enforce collection;
- (h)** To require any person with obligation or rights hereunder to furnish, or permit an audit of, any reasonable information, data and documents that are pertinent in verifying the accuracy of contribution and acting upon claims for benefits under the Health Benefit Plan, or which are otherwise pertinent in administering the Authority;
- (i)** To publish, file and distribute all reports required by law;
- (j)** To determine all questions relating to eligibility for benefits, how benefits will be provided and similar questions. Such determinations shall be binding on all persons, except as may otherwise specifically be provided herein or in regulations duly adopted by the Board;
- (k)** To retain or employ attorneys, accountants, actuaries, auditors, office personnel, professional administrators and consultants and other suitable agents and employees;
- (l)** To exercise all powers granted under any insurance contract purchased with Authority funds;
- (m)** To decline or terminate the participation of an Agency in the Health Benefits Plan if there are repeated delinquencies or other failures to comply with the terms of the Health Benefit Plan, this Agreement or the Bylaws provided for in Article 24;
- (n)** To enforce all obligations of Agencies to make contributions to the Authority by any means the Authority deems appropriate and to collect such contributions at such rates as may be established from time to time by the Board;
- (o)** To adopt uniform, specific, reasonable and diligent collection procedures with respect to delinquent Agencies;
- (p)** To cause to be prepared the operating budget of the Authority for each fiscal year;
- (q)** To receive and review periodic accounting of all funds under Articles 14 and 15 of the Agreement;

- (r) To conduct on behalf of the Authority all business of the Authority which the Authority may conduct under the provisions hereof and pursuant to law;
- (s) To implement such other powers and functions as are provided for in this Agreement or in the bylaws.

### **ARTICLE 9—MEETING OF THE BOARD OF DIRECTORS**

- (a) **Meetings.** The Board shall provide for its regular, adjourned regular and special meetings or upon call of the President of the Authority; provided, however, that it shall hold at least one regular meeting annually as set forth in the bylaws.
- (b) **Minutes.** The Secretary shall cause minutes of regular, adjourned regular and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board. Copies of such minutes shall be available on request to the parties to this Agreement.
- (c) **Quorum.** At any meeting, the presence in person by at least a majority of Board Members shall constitute a quorum for the transaction of business. A majority of all of the Members of the Board shall be required to approve any resolution or motion, unless a different voting requirement to approve a particular action is specified under laws of the State of California, in the JPA Agreement or elsewhere in these Bylaws.
- (d) **Compliance with the Brown Act.** All meetings of the Board, including, without limitation, regular, adjourned regular and special meeting, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 et seq. of the Government Code of the State of California, or any successor legislation thereto (the “Brown Act”).

### **ARTICLE 10—OFFICERS OF THE AUTHORITY**

- (a) **President.** The Board of Directors shall elect a President of the Authority for four year terms. In the event the President so elected ceases to be a member of the Board, the resulting vacancy in the office of President shall be filled at the next regular meeting of the Board held after such vacancy occurs. The President, or in his or her absence the Vice President, shall preside at and conduct all meetings of the Board, and shall chair the Board of Directors. . The President shall be ex-officio a member of all the standing committees.
- (b) **Vice President.** The Board of Directors shall elect a Vice President of the Authority for four year terms. In the event the Vice President so elected ceases to be a member of the Board, the resulting vacancy in the office of Vice President shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President.
- (c) **Executive Director/Secretary.** The Executive Director/Secretary shall have the general administrative responsibility for the activities of the Authority and shall hire or cause to be hired all necessary employees thereof, subject to prior authorization of each position by the



Board of Directors, and shall be responsible for all minutes, notices and records of the Authority and shall perform such other duties as may be assigned by the Board of Directors. This person shall be selected by, and serve at the will of, the Board of Directors.

**(d) Treasurer.** The Treasurer shall be appointed by the Board of Directors. The duties of the Auditor shall be as set forth in Articles 14 and 15 of this Agreement.

**(e)** The Board of Directors shall have the power to appoint such other officers as may be necessary to carry out the purposes of this Agreement.

### **ARTICLE 11—STANDING COMMITTEES**

There shall be established the following Standing Committees: Health Benefit Program Committee, the Ancillary Benefit Program Committee, and the Finance and Audit Committee, each appointed by the Board of Directors. The number of members of each Committee and its duties shall be set forth in the Bylaws. These Committees shall meet from time to time as directed by the Board of Directors, and shall make recommendations to the Board of Directors based upon the expertise of its members.

### **ARTICLE 12—INSURANCE COVERAGE**

**(a)** The Authority shall purchase or otherwise arrange for workers' compensation coverage, unemployment, health and welfare benefits or other such coverage for the employees of the HBA.

**(b)** The Authority shall purchase directors and officers and fiduciary liability insurance coverage for officers of the Authority with regard to the performance of their duties as officers of the Authority.

### **ARTICLE 13—IMPLEMENTATION OF BENEFIT COVERAGE**

**(a)** The Board of Directors shall review and approve all participation rules and guidelines applicable to the Benefit Coverage offered by the Authority.

**(b)** These rules and guidelines shall apply to all member agencies seeking participation in any of the Benefit Coverage offered by the Authority.

**(c)** The HBA shall maintain participation rules and guidelines in a Program Policy Manual.

### **ARTICLE 14—ACCOUNTS AND RECORDS**

**(a) Annual Budget.** The Board of Directors shall adopt an annual operating budget prepared pursuant to Article 6(a)(16) of this Agreement.

**(b) Funds and Accounts.** The Treasurer of the Authority shall establish and maintain such funds and accounts as required by the Board and as required by generally accepted auditing standards. Books and records of the Authority in the hands of the Treasurer shall be open to

any inspection at all reasonable times by authorized Representatives of Agencies and as otherwise required by law.

**(c) Treasurer's Report.** The Treasurer, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board of Directors and make copies of such report available to parties to this Agreement on request.

**(d) Annual Audit.** The Treasurer shall provide for a certified, annual audit of the accounts and records of the authority, which audit shall be made by a Certified Public Accountant and shall conform to generally accept auditing standards. A report thereof shall be filed as a public record in the office of the Authority. Such report shall be filed within six months of the end of each year or years under examination.

### **ARTICLE 15—RESPONSIBILITY FOR MONIES**

**(a)** The Treasurer of the Authority shall have the custody of and the duty to disburse the Authority's funds including all funds held in the Health Benefits Authority Employee Benefits Trust (Trust) on a non-discretionary basis and subject to the direction provided by the Board of Directors of the Trust who shall have sole authority as to their use and disposition. The Treasurer shall have the authority to delegate the signatory function of the Treasurer to such persons as are authorized by the Board of Directors.

**(b)** A bond in the amount determined adequate by the Board shall be required for all officers and personnel who have charge of, handle, or have access to any property of the Authority, such bond to be paid for by the Authority.

**(c)** The Treasurer of the Authority shall assume the duties required by the JPA Act as may be amended, including the following duties:

(1) To receive and acknowledge receipt for all money of the Authority and to place it in the treasury of the Authority;

(2) To be responsible upon his or her official bond for the safekeeping and disbursement of all the Authority's money so held by him or her;

(3) To pay, when due, out of money of the Authority so held by him or her, all sums payable on outstanding bonds and coupons of the Authority.

(4) To pay any other sums due from the Authority;

(5) To verify and to report in writing on the first day of July, October, January and April of each year to the Authority and, on request, to Agencies the amount of money held for the Authority, the amount of receipt since the last report and the amount paid out since the last report.

**(d)** All funds received by the Authority hereunder shall be invested in accordance with the Authority's investment policy by the Board of Directors in any instrument declared by state law to be permissible as an investment for any local public agency in the State of California or deposited in such bank or banks as the Board of Directors may designate for that purpose, and

all withdrawals shall be made only by check signed by not less than two individuals with signatory authority as authorized by the Bylaws of the Authority or unanimous vote of the Board of Directors.

- (e) The Directors of the HBA Employee Benefit Trust shall have sole authority to invest Trust assets in a prudent manner.

#### **ARTICLE 16—RESPONSIBILITIES OF THE AUTHORITY**

The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

- (a) Maintain and administer the Benefit Coverage in instruments offered to the Authority's member agencies.
- (b) Assist each Member's Representative with the implementation of the Welfare Benefit Coverage applicable to the member agency.
- (c) Review the Benefit Coverage to maintain their fiscal integrity.
- (d) Such other responsibilities as deemed necessary by the Board of Directors.

#### **ARTICLE 17—RESPONSIBILITIES OF MEMBERS**

Members shall have the following responsibilities:

- (a) Each Member shall appoint an employee of the Member to be responsible for the implementation and maintenance of the applicable program function and to serve as a liaison between the Member and the Authority as to the programs in which it participates.
- (b) Each Member shall maintain its own set of records regarding the programs in which it participates.
- (c) Each Member shall pay its premium and or contributions within thirty (30) days of the invoice date. After withdrawal or termination, each Member or its successor shall pay promptly to the Authority its share of any additional premium, when and if required of it by the Board of Directors under Article 21 or 22 of this Agreement.
- (d) Each Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out Benefit Coverage provided under this Agreement.
- (e) Each Member shall in any and all ways cooperate with and assist the Authority, and any insurer of the Authority, in all matters relating to this Agreement and covered claims and will comply with all Bylaws, rules and regulations adopted by the Board of Directors.

## **ARTICLE 18—NEW MEMBERS**

Staff designated by the Board of Directors shall review and approve all Agency requests for participation by those Agencies who agree to adhere to the applicable Program Rules specified in Article 1 in the definition of “Agency” or “Agencies”. Qualifying entities may be added as parties to this Agreement and become Agencies upon (i) the filing by the entity of an executed Appendix A to this Agreement, together with a certified copy of the resolution of the governing body of such entity agreeing to the terms of this Agreement and the execution and delivery hereof. Upon satisfaction of such conditions, the Board of Directors shall file such executed Appendix A of this Agreement as an amendment hereto, effective upon the date such filing. Agencies denied participation may appeal to the Board of Directors for reconsideration as a participating Agency.

## **ARTICLE 19—WITHDRAWAL**

An Agency may withdraw as a party to this Agreement to be effective on the first day of any month by providing written intention of withdrawing to the Secretary at least 60 days prior to the proposed effective date of the withdrawal. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Secretary who shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon the proposed filing date, or such other date as the Board of Directors may designate which is not more than 90 nor less than 60 days from the notice in order to bring such notice of withdrawal in compliance with the terms hereof.

## **ARTICLE 20—CANCELLATION**

- (a)** Notwithstanding any other provision of this Agreement, the Board of Directors shall have the right to cancel any Agency’s participation in any Benefit Coverage of the Authority if the Agency is more than 30 days in arrears in the payment of monthly contributions for Benefit Coverage.
- (b)** Notwithstanding any other provision of this Agreement, the participation of any Agency, including participation in the programs of the Authority, shall cease and be cancelled automatically whenever such Agency’s membership in the Association of California Water Agencies ceases. Such automatic cancellation shall not relieve the Agency of its responsibilities as provided for in Article 21 (b).

## **ARTICLE 21—EFFECT OF WITHDRAWAL OR CANCELLATION**

- (a)** The withdrawal or cancellation of any Agency from this Agreement shall not terminate this Agreement and an Agency by withdrawing or being cancelled pursuant to Articles 19 and 20 shall not be entitled to payment or return of any contribution, consideration or property paid, or donated by the Agency to the Authority, or to any distribution of assets.
- (b)** The withdrawal or cancellation of any Agency pursuant to Articles 19 and 20 shall not terminate its responsibilities with respect to the payment of its share of contributions due or in arrears at the time of such withdrawal or cancellation.

## **ARTICLE 22—TERMINATION AND DISTRIBUTION.**

- (a) This Agreement may be terminated by the Board of Directors subject to ratification by the written consent of three-fourths of the Membership within 90 days of the Board of Directors' approval of the motion to terminate the Agreement, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of concluding all functions necessary to wind up the affairs of the Authority.
- (b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority.
- (c) Upon termination of this agreement, all assets of the Authority shall be distributed only among those parties that have been signatory's hereto during the 12 months preceding the date upon which the written consent required by paragraph (a) hereof was determined to have been completed by the Board of Directors. The Board of Directors shall determine such distribution within six months after all other business of the Authority has been concluded.

## **ARTICLE 23—TERMINATION OF THE AUTHORITY**

The Authority may be terminated or its powers changed, restricted or eliminated by the Board of Directors along with the written consent of three-fourths of the Membership.

## **ARTICLE 24—BYLAWS AND GOVERNING DOCUMENTS**

The Bylaws shall be effective upon ratification of this Agreement. Each party to the Agreement shall receive a copy of the Bylaws and other such governing documents.

## **ARTICLE 25—NOTICES**

Any notice or instrument authorized or required to be given or delivered pursuant to this Agreement shall be deemed to have been given or delivered when the same is deposited in any United States Post Office, postage prepaid, or is shipped by United Parcel Service, addressed to the principal office of the respective Agency and shall be deemed to have been received by the Agency to whom the same is addressed at the expiration of three business days after deposit in the United States Post Office of delivery to or pick up at the Authority's principal office by United Parcel Service.

## **ARTICLE 26—AMENDMENT TO THE AGREEMENT**

Except as provided by Article 18 hereof, this Agreement may be amended by the Board of Directors subject to ratification by the written consent of a majority of the Agencies within 90 days of the Board 's approval of the motion to amend the Agreement.

### **ARTICLE 27—AGREEMENT NOT EXCLUSIVE**

This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements entered into by or among any of the Agencies, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

### **ARTICLE 28—CONFLICT OF INTEREST CODE**

The Board of Directors by resolution shall adopt a Conflict of Interest Code as required by law.

### **ARTICLE 29—PROHIBITION AGAINST ASSIGNMENT**

No Agency may assign any right, claim or interest it may have under this Agreement and no creditor, assignee or third party beneficiary of any Agency shall have any right, claim or title or any part, share, interest, fund, premium or asset of the Authority, except as otherwise provided for under Article 6 (e).

### **ARTICLE 30—COUNTERPARTS**

This Agreement may be executed by the Agencies in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

### **ARTICLE 31—CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of California.

### **ARTICLE 32—SEVERABILITY**

If one or more clauses, sentences, paragraphs, provisions or articles of the Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Agencies that the remainder of the Agreement shall not be affected thereby.

### **ARTICLE 33—HEADINGS**

The titles of articles and paragraphs of this Agreement are for convenience only, and no presumption or implication of the intent of the parties as to the construction of this Agreement shall be drawn therefrom.

### **ARTICLE 34—AGREEMENT COMPLETE**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

**ARTICLE 35—ADOPTION**

The parties to this Agreement evidence their adoption of this Agreement by (1) executing Appendix A, which is attached to and made a part of this Agreement and (2) by providing the Authority a copy of a formal resolution from its governing body adopting the amended and restated Agreement as of June 1, 2010, or such later date as specified in its resolution.

## ***STAFF REPORT***

**To:** Coastside County Water District Board of Directors

**From:** David Dickson, General Manager

**Agenda:** July 13, 2010

Report

Date: July 7, 2010

**Subject:** Approval of Amendments to California Special Districts  
Association Bylaws

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### **Recommendation:**

Approve amendments to California Special Districts Association (CSDA) Bylaws.

### **Background:**

The CSDA Elections and Bylaws Committee and the CSDA Board of Directors have approved changes to the CSDA Bylaws. The main reason for the proposed change to the bylaws is to redefine CSDA voting members and non-voting associate members. A few other changes have been made as well and are indicated on the attached "Major Amendments Summary." Final enactment of the changes requires a majority vote of a quorum of Regular CSDA Members. The District is a Regular Member.

If approved, the updated Bylaws will take effect on August 1, 2010.

In addition to the Major Amendments Summary, a strikeout version of the current (October 2009) Bylaws is attached showing the proposed changes.

### **Fiscal Impact:**

None.





# Proposed 2010 CSDA Bylaws Updates Major Amendments Summary

## **PROPOSED AMENDMENT #1:**

Independent Special District (ISD) is changed to “Regular Voting Member” throughout the bylaws.

## **PROPOSED AMENDMENT #2:**

### **Article II. Membership**

CSDA Regular Voting Member and Associate Member definitions were updated. This section was updated in order to clarify that air quality management districts, air pollution control districts, county water agencies or authorities, transit or rapid transit districts, metropolitan water districts, flood control districts and sanitation agencies are voting CSDA members. Associate Member definition was updated to specifically include LAFCOs and Joint Powers Authorities (JPAs).

### **OLD LANGUAGE:**

#### **A. Regular Voting Members:**

Shall be those ISDs given authority to perform, under California law, governmental or proprietary functions within limited boundaries. ISDs do not include the state, city, county, school districts or any entity not defined as an ISD under state law. ISD members have voting privileges and may hold seats on the Board of Directors.

#### **B. Associate Non-Voting Members:**

Shall be those organizations such as dependent districts, joint power authorities, cities, mutual water companies, improvement associations, and those entities who are not defined as ISDs under California law. Associate members have no voting privileges and may not hold a seat on the Board of Directors.

### **NEW LANGUAGE:**

#### **A. Regular Voting Members:**

Regular voting members shall be any public agency formed pursuant to either general law or special act for the local performance of governmental and/or proprietary functions within limited boundaries, and which meets any one of the following criteria:

1. Meets the definition of “independent special district” set forth in Government Code Section 56044 by having a legislative body all of whose members are elected, or which members are appointed to fixed terms; or
2. A public agency whose legislative body is composed of representatives of two or more other public agencies. Such representatives may be either members of the legislative body or designated employees of such other public agencies. Public agencies which qualify as regular members pursuant to these criteria include, but are not limited to the following public agencies: (a) air quality management districts; (b) air pollution control districts; (c) county water agencies or authorities; (d) transit or rapid transit districts, or transportation authorities; (e) metropolitan water districts; (f) flood control and/or water conservation districts; (g) sanitation agencies.

Regular voting members do not include the state, cities, counties, school districts, community college districts, dependent districts, or joint powers authorities. Dependent districts are defined as those special districts whose legislative body is composed exclusively of members of a Board of Supervisors of a single county or city council of a single city, LAFCOs, joint powers authorities or the appointees of such legislative bodies with no fixed terms.

Regular voting members have voting privileges and may hold seats on the Board of Directors.

**B. Associate Non-Voting Members:**

Shall be those organizations such as dependent districts, cities, mutual water companies, and those public agencies that do not satisfy the criteria for regular voting membership specified in Section A above.

Associate members have no voting privileges and may not hold a seat on the Board of Directors.

## **PROPOSED AMENDMENT #3:**

### **Article II. Section 4, A: Voting Designee**

**This section was updated to state that voting members must be “in good standing.”**

**OLD LANGUAGE:**

**A. Voting Designee:**

In accordance with these Bylaws, only ISD members who hold regular member status may have voting privileges. The governing body of each ISD shall designate by resolution, one representative from their respective district who shall have the authority to exercise the right of the ISD to vote. Such voting designee shall be a Board member or managerial employee of the member ISD. Each member ISD shall file such resolution with CSDA.

**NEW LANGUAGE:**

**A. Voting Designee:**

In accordance with these Bylaws, only regular voting members in good standing shall have voting privileges. The governing body of each regular voting member shall designate by resolution, one representative from their respective district who shall have the authority to exercise the right of the regular voting member to vote. Such voting designee shall be a Board member or managerial employee of the member regular voting member. Each regular voting member shall file such resolution with CSDA.

**PROPOSED AMENDMENT #4:**

**Article III, Section 2: Term of Office:**

**This section updates the date that newly elected CSDA Directors take office. Currently, the new Directors take their seat at the CSDA Annual Conference in September. This update would have new directors as “directors-elect” until January 1 and they would take their seat at that time. New Board Officers are currently selected at the Annual Conference and take office immediately. This also updates them to “officers-elect” until January 1 of the following year. These updates bring all of CSDA to a calendar year – committees, budget, officers, directors, etc.**

**OLD LANGUAGE:**

**Section 2 Term of Office:**

Directors elected from each of the six (6) regions shall hold staggered three (3) year terms. After the annual election of directors, a meeting of the Board shall be held. The term of office of the newly elected persons shall commence upon being ratified and seated by the Board of Directors, and shall terminate in three (3) years when their successors take office or are appointed and qualified.

**NEW LANGUAGE:**

**Section 2 Term of Office:**

Directors elected from each of the six (6) regions shall hold staggered three (3) year terms. After the annual election of directors, a meeting of the Board shall be held to ratify the election results. The term of office of the newly elected persons shall commence on the following January 1 and shall terminate in three (3) years.

**PROPOSED AMENDMENT #5**

**Article III, Section 4: Balloting and Election:**

**This adds “Staff will execute a proof of service certifying the date upon which all regular voting members of each region were mailed a ballot.” It also consolidates Section A and B into one.**

**OLD LANGUAGE:**

**B. Balloting:**

After the nomination period for directors is closed, a mailed ballot specifying the certified nominees in each region shall be distributed to each ISD regular member in good standing by first class mail. Each such regular member in each region shall be entitled to vote for each of that region’s open seats on the Board.

The ballot shall contain all nominations accepted and approved by CSDA. A certified affidavit from the Elections & Bylaws Committee will be included, stating all current ISD members in each region were sent a mail ballot.

**C. Election:**

ISD members will be entitled to cast one vote for each of the open seats of directors in their region for which nominations have been accepted and approved by CSDA.

Ballots shall be returned by mail to the principal business address of CSDA prior to the close of business (5 pm) on the designated election date, which shall be at least forty-five (45) days prior to the annual business meeting of the members held at the Annual Conference. Ballots received after the specified date shall not be counted.

All ballots shall remain sealed until opened in the presence of the Election and Bylaws Committee chairperson or his/her designee.

**NEW LANGUAGE:**

**B. Balloting and Election:**

After the nomination period for directors is closed, a mailed ballot specifying the certified nominees in each region shall be distributed to each regular voting member in good standing by first class mail. Each such regular member in each region shall be entitled to cast one vote for each of that region’s open seats on the Board.

The ballot for each region shall contain all eligible nominees. Staff will execute a Proof of Service certifying the date upon which all regular voting members of each region were mailed a mail ballot.

Ballots shall be returned by mail to the principal business address of CSDA prior to the close of business (5 pm) on the designated election date, which shall be at least forty-five (45) days prior to the annual business meeting of the members held at the Annual Conference. Ballots received after the specified date shall not be counted.

All ballots shall remain sealed until opened in the presence of the Election and Bylaws Committee chairperson or his/her designee.

## **PROPOSED AMENDMENT #6:**

### **Article III, Section 7: Director Disqualification:**

**Adds the following paragraph: “Any officer or director may resign at any time by giving written notice to the President or Executive Director. Any such resignation shall take effect at the date of the receipt of such notice or at any time specified therein.”**

### **OLD LANGUAGE:**

#### **Section 7. Director Disqualification:**

A director shall become disqualified from further service upon the occurrence of the following:

A director’s ISD is no longer a member of the CSDA; a director is no longer a Board member or an employee of a member ISD; and/or a director shall resign.

- A. The position of a director may be declared vacant by a majority vote of the CSDA Board of Directors when a director shall fail to attend three (3) consecutive meetings of the Board, without prior notice to the Board President.

### **NEW LANGUAGE:**

#### **Section 7. Director Disqualification:**

A director shall become disqualified from further service upon the occurrence of the Following:

A director’s voting member district is no longer a member of the CSDA; a director is no longer a Board member or an employee of a regular voting member; and/or a director shall resign.

Any officer or director may resign at any time by giving written notice to the President or Executive Director. Any such resignation shall take effect at the date of the receipt of such notice or at any time specified therein.

- A. The position of a director may be declared vacant by a majority vote of the CSDA Board of Directors when a director shall fail to attend three (3) consecutive meetings of the Board, without prior notice to the Board President.

## **PROPOSED AMENDMENT #7:**

### **Article VI, Section 4: Standing Committees:**

The Audit Committee is a standing committee of CSDA and was inadvertently left off of the last bylaws update. Therefore, the Audit committee is added including language defining the committee's responsibilities.

#### **NEW LANGUAGE:**

##### **I. Audit Committee:**

The Audit Committee is responsible for maintaining and updating internal controls. The Committee selects the Auditor for Board approval and provides guidance to the auditors on possible audit and fraud risks. The Committee reviews the audit and management letter and makes recommendation to the Board for action.

All other changes shown in the proposed 2010 Bylaws are grammatical and/or changes making the Bylaws reflect CSDA's current policy (i.e. Past President is an officer, Legislative Committee serves the Legislative Department (we now have three advocates), etc.

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**You can access the full 2009 bylaws; the 2010 proposed bylaws revisions; this "Major Amendments Summary" page and a sample resolution at [bylaws.csda.net](http://bylaws.csda.net).**

*Contact:*

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# **CALIFORNIA SPECIAL DISTRICTS ASSOCIATION**

## **Proposed BYLAWS With Strikethrough & Underscore Showing Proposed Changes to Current Bylaws**

**CSDA Elections & Bylaws Committee Edits 4-8-10  
CSDA Executive Committee Edits 5-3-10  
CSDA Board Approved 5-12-10**

### **Approved Revisions**

**Revised 1996**

**Revised 1999**

**Revised 2004**

**Revised October 1, 2009**

## **ARTICLE I – GENERAL**

### **Section 1. Purpose:**

In addition to the general and specific purposes set forth in the Articles of Incorporation of the California Special Districts Association (CSDA), CSDA will provide outreach, education, and member services, and shall generate legislative advocacy for member interests. CSDA will interact with the government associations and groups that support or oppose its membership's interests.

### **Section 2. CSDA Regions:**

The state of California shall be divided along county boundaries into six (6) voting regions. The areas of the regions have been determined by the Board of Directors of CSDA.

Exhibit A.....Map of the six (6) regions of CSDA showing counties within the region.

### **Section 3. Principal Office:**

The principal business office of CSDA shall be located in Sacramento, California.

## **ARTICLE II – MEMBERSHIP**

### **Section 1. Qualification of Membership:**

There may be several classes of membership in the CSDA, as determined by the Board of Directors. The following classes have been adopted:

#### **A. Regular Voting Members:**

Regular voting members shall be any public agency formed pursuant to either general law or special act for the local performance of governmental and/or proprietary functions within limited boundaries, and which meets any one of the following criteria:

1. Meets the definition of “independent special district” set forth in Government Code Section 56044 by having a legislative body all of whose members are elected, or which members are appointed to fixed terms; or
2. A public agency whose legislative body is composed of representatives of two or more other public agencies. Such representatives may be either members of the legislative body or designated employees of such other public agencies. Public agencies which qualify as regular members pursuant to these criteria include, but are not limited to the following public agencies: (a) air quality management districts; (b) air pollution control districts; (c) county water agencies or authorities; (d) transit or rapid transit districts, or transportation authorities; (e) metropolitan water districts; (f) flood control and/or water conservation districts; (g) sanitation agencies.

Regular voting members do not include the state, cities, counties, school districts, community college districts, Joint Powers Authorities (JPAs) or dependent districts. Dependent districts are defined as those special districts whose legislative body is composed exclusively of members of a Board of Supervisors of a single county or city council of a single city, or the appointees of such legislative bodies with no fixed terms.

Regular voting members have voting privileges and may hold seats on the Board of Directors.



**B. Associate Non-Voting Members:**

Shall be those organizations such as dependent districts, joint power authorities, LAFCOs, cities, mutual water companies, and those public agencies that do not satisfy the criteria for regular voting membership specified in Section A above.

Associate members have no voting privileges and may not hold a seat on the Board of Directors.

**C. Business Affiliate Members:**

Shall be those persons or organizations that provide services to special districts and have evidenced interest in the purposes and goals of CSDA. Business Affiliates have no voting privileges and may not hold a seat on the Board of Directors.

**D. Liaison Representatives:**

Members of CSDA, who hold memberships in other organizations which have shown an interest in the purposes of CSDA, may request the Board of Directors to appoint a non-voting liaison representative from the interested organization to participate in activities conducted by CSDA. Non-inclusive examples of said organizations are recreation and park, fire, cemetery, and mosquito abatement/vector control.

The Board of Directors may invite the non-voting liaison representatives to attend CSDA meetings and participate on CSDA committees at the discretion of the Board. Liaison representatives have no voting privileges and may not hold a seat on the Board of Directors.

**Section 2. Membership Application:**

Application for membership to CSDA will be directed to staff, who will determine if the applicant's interest and purpose is in common with CSDA. If the applicant meets the requirements of membership, the Board of Directors shall approve the new member by a majority vote of the Board. Acceptance to membership shall authorize participation in CSDA activities as specified in these Bylaws.

**Section 3. Membership Dues:**

The membership dues of CSDA shall be established annually by a majority vote of the Board of Directors at a scheduled Board meeting. Authority to adjust the dues shall remain with the Board of Directors.

**Section 4. Membership Voting:**

Matters to be voted upon by the membership shall be determined by the Board of Directors in accordance with these Bylaws. Only those matters of which proper notice was given by CSDA may be voted upon.

**A. Voting Designee:**

In accordance with these Bylaws, only ~~ISD~~ regular voting members in good standing shall have voting privileges. The governing body of each regular voting member shall designate by resolution, one representative from their respective district who shall have the authority to exercise the right of the regular voting member to vote. Such voting designee shall be a Board member or managerial employee of the ~~member~~ regular voting member. Each regular voting member shall file such resolution with CSDA.

**B. Voting Authorization:**

Those regular voting members who have paid the required dues as set by the Board of Directors are members in good standing. Each ~~ISD~~ regular voting member in good standing, shall be entitled to one vote on all matters brought before the membership for vote at any meeting or mail ballot.

## **Section 5. Membership Quorum:**

### **A. Meeting Quorum:**

Twenty-five (25)- regular voting members present at any annual or special meeting of the CSDA shall constitute a quorum. Absentee ballots will not be accepted.

### **B. Mailed Ballot Quorum:**

Mail ballots received from twenty-five (25) voting designees shall constitute a quorum.

## **Section 6. Membership Meetings:**

### **A. Annual Business Meeting:**

The annual business meeting of the members shall be held at the Annual CSDA Conference at such time and place as determined by the Board of Directors. Written notice of the annual business meeting shall include all matters that the Board intends to present for action and vote by the members.

### **B. Special Meetings:**

Special meetings of the members may be called at any time by the President, by a majority of the Board of Directors, or by a majority of at least a quorum of the members. Written notice shall include all matters the Board intends to present for action and vote by the members.

### **C. Notice of Meetings:**

Written notice of any annual or special meeting of the members of CSDA, via mail and/or electronic delivery, and/or facsimile shall be sent to each ~~ISD~~ regular voting member in good standing, not later than forty-five (45) days in advance of the designated date of such meeting. The notice shall include the time and place, and all matters the Board of Directors intends to present for action and vote by the members.

### **D. Mail Ballot:**

The Board of Directors may at its discretion authorize the voting upon any issue, by written ballot mailed to each ~~ISD~~ regular voting member in good standing. Such ballot shall be mailed by first class mail, not later than forty-five (45) days in advance of the date the CSDA has designated for the return of the ballot by each member to CSDA.

### **E. Majority Vote:**

A majority vote of all ~~ISD~~ regular voting members voting shall be necessary to carry any matter voted upon, provided a quorum of members has voted in person or by mail ballot. Voting by proxy will not be allowed.

## **Section 7. Termination of Membership:**

Any member delinquent in the payment of dues for a period of three (3) months after said dues are due and payable, shall be notified in writing of such arrearage, and shall be given written notice of possible termination. If such delinquent dues

remain unpaid forty-five (45) days after said notice, the delinquent member shall automatically cease to be a member of CSDA.

A delinquent member may be restored to membership by making written application to the Board of Directors of the CSDA. Such reinstatement shall be at the discretion of the Board.

## **ARTICLE III – DIRECTORS**

### **Section 1. Number of Directors:**

The authorized number of elected directors to serve on the Board of Directors shall be eighteen (18). Each ~~ISD~~ regular voting member agency shall be limited to one seat on the Board.

There shall be three (3) directors elected from each of the six (6) CSDA regions. Directors elected from each of the six (6) regions shall hold staggered three (3) year terms. The three directors serving a term of office from a region shall be elected from three (3) different ~~ISD~~ regular voting member agencies located in that region.

### **Section 2. Term of Office:**

Directors elected from each of the six (6) regions shall hold staggered three (3) year terms. After the annual election of directors, a meeting of the Board shall be held to ratify the election results. The term of office of the newly elected persons shall commence on the following January 1 and shall terminate in three (3) years.

### **Section 3. Nomination of Directors:**

Nomination shall be by region. Any ~~ISD~~ regular voting member in good standing is eligible to nominate one person as a director of CSDA. The director nominee shall be a board member of the ~~ISD~~ regular voting member district or a managerial employee as defined by that district's Board of Directors. Nomination of the director designee shall be made by a resolution or minute action of the ~~ISDs~~ Regular Voting Member's Board of Directors. Only one individual from each ~~ISD~~ regular voting member may be nominated to run at each election.

The CSDA staff, in conjunction with the Elections and Bylaw Committee, will review all nominations received and accept all that meet the qualifications set by these Bylaws. A slate of each region's qualified nominees will be submitted by mail ballot, to that region's membership for election pursuant to Article III, Section 4

### **Section 4. Election of Directors:**

The Election and Bylaws Committee shall have primary responsibility for establishing and conducting elections. The Committee may enforce any regulation in order to facilitate the conduct of said elections. Voting for directors shall be by the six (6) regions and shall be conducted by mail.

The Election and Bylaws Committee shall meet each year to review, with staff, the regions where election of directors will be necessary. The Committee will coordinate, with staff, the dates nomination requests shall be mailed and officially received, and will set the date of the election.

#### **A. Written Notice:**

Written notice requesting nominations of candidates for election to the Board of Directors shall be sent first class mail to each regular member on the date specified by the Election and Bylaws Committee, which shall be at least one hundred and twenty (120) days prior to the election. The nominations must be received by the CSDA before the established deadline which shall be no later than sixty (60) days prior to the election. Nominations received after the deadline date shall be deemed invalid.

**B. Balloting and Election:**

After the nomination period for directors is closed, a mailed ballot specifying the certified nominees in each region shall be distributed to each ~~ISD~~ regular voting member in good standing by first class mail. Each such regular member in each region shall be entitled to cast one vote for each of that region's open seats on the Board.

The ballot for each region shall contain all eligible nominees ~~nominations accepted and approved by CSDA staff~~. Staff will execute a Proof of Service certifying the date upon which all regular voting members of each region were mailed a mail ballot.

Ballots shall be returned by mail to the principal business address of CSDA prior to the close of business (5 pm) on the designated election date, which shall be at least forty-five (45) days prior to the annual business meeting of the members held at the Annual Conference. Ballots received after the specified date shall not be counted.

All ballots shall remain sealed until opened in the presence of the Election and Bylaws Committee chairperson or his/her designee.

**Section 5. Event of Tie:**

In the event of a tie vote, a supplemental mail ballot containing only the names of those candidates receiving the same number of votes shall be mailed to each ~~ISD~~ regular voting member in the region where the tie vote occurred.

Those mail ballots received prior to the close of business (5 pm) on the date designated by the Election and Bylaws Committee shall be considered valid and counted. All supplemental mail ballots received after the designated date will be deemed invalid. All such ballots shall remain sealed until opened in the presence of the Committee chair or his/her designee.

In the event the supplemental mail ballot results in a tie vote, the successful candidate will be chosen by a drawing by lot.

**Section 6. Director Vacancy:**

In the event of a director vacating his/her seat on the Board of Directors, an individual who meets the qualifications as specified in these Bylaws may be appointed or elected to complete the director's unexpired term.

**A. Two or Three Vacant Seats in the Same Region:**

In the event more than one seat on the CSDA Board of Directors in any one region is vacant at the same time, such vacancies shall be filled by election. A mail ballot shall be prepared; listing all nominees for that region accepted and approved pursuant to Article III, Section 4 of these Bylaws

Members of each region shall be entitled to cast one vote for each open seat in that region. The candidate receiving the most votes will be elected to the vacant seat with the longest remaining term. The candidate receiving the second highest number of votes will be elected to fill the vacant seat with the second longest remaining term. The candidate receiving the third highest number of votes will be elected to fill the vacant position with the third longest remaining term.

**B. Vacancy During Nomination Period:**

In the event of a vacancy occurring "during" the nomination period prior to the annual election, the vacancy shall be filled by election. Written notification of the vacancy and request for nominations shall be sent to each regular member in the region in which the vacancy occurred. Nominations will be accepted for such vacant seat which shall be placed on the mail ballot for election in that region.

**C. Vacancy After Nomination Period:**

In the event of a vacancy occurring “after” the nomination period has closed, the vacancy shall be filled by appointment. Notification of the vacancy and request for nominations shall be sent to all regular members in the region in which the vacancy occurred.

The region’s existing directors sitting on the CSDA Board shall interview all interested candidates of that region and bring a recommendation to the Board of Directors of the CSDA. The Board shall make the appointment to fill the unexpired term of the vacated Board position.

**Section 7. Director Disqualification:**

A. A director shall become disqualified from further service upon the occurrence of the following:

A director’s ~~ISD~~ voting member district is no longer a member of the CSDA; a director is no longer a Board member or an employee of a regular voting member ~~ISD~~; and/or a director shall resign.

Any officer or director may resign at any time by giving written notice to the President or Executive Director. Any such resignation shall take effect at the date of the receipt of such notice or at any time specified therein.

B. The position of a director may be declared vacant by a majority vote of the CSDA Board of Directors when a director shall fail to attend three (3) consecutive meetings of the Board, without prior notice to the Board President.

**Section 8. Powers of Directors:**

Subject to the limitations of these Bylaws, the Articles of Incorporation, and the California General Nonprofit Corporation Law, all corporate powers of the CSDA shall be exercised by or under the authority of the Board of Directors.

**ARTICLE IV – DIRECTOR MEETINGS**

**Section 1. Place of Meetings:**

Meetings of the Board of Directors shall be held in the state of California, at such places as the Board may determine.

**Section 2. Ratification Meeting:**

Following the election of Directors, the Board shall hold a meeting at such time and place as determined by the Board for the purpose of ratifying the newly elected directors and to transact other business of the CSDA.

**Section 3. Organization Meeting:**

After the ratification meeting, an organizational meeting of the Board shall be held at such time and place as determined by the Board for the purpose of electing the officers of the Board of Directors and the transaction of other business of the CSDA.

**Section 4. Planning Session:**

Before the end of each calendar year, a special Strategic Planning Meeting shall be held by the Board of Directors to review and evaluate the plans, policies and activities related to the business interests of CSDA.

### **Section 5. Regular Meetings:**

The dates of the regular meetings of the Board of Directors shall be ratified at the first Board meeting of the year. The meetings shall be held at such time and place as the Board may determine. The dates and places of the Board meetings shall be published in the CSDA's publications for the benefit of the members.

### **Section 6. Special Meetings:**

A special meeting of the Board of Directors, for any purpose, may be called at any time by the President or by any group of seven (7) directors.

Such meetings may be held at any place designated by the Board of Directors. In the event directors are unable to personally attend the special meeting, teleconferencing means will be made available.

Notice of the time and place of special meetings shall be given personally to the directors, or sent by written or electronic communication. All written notices shall be sent at least ten (10) days prior to the special meeting and electronic notices not less than five (5) days prior.

### **Section 7. Quorum:**

A quorum of the Board of Directors for the purpose of transacting business of the CSDA shall consist of ten (10) directors. A majority vote among at least ten (10) directors present at a duly noticed meeting shall constitute action of the Board of Directors.

### **Section 8. Official Records:**

All official records of the meetings of the CSDA shall be maintained at the principal business office of the CSDA.

## **ARTICLE V – OFFICERS**

### **Section 1. Number and Selection:**

The officers of the CSDA shall be the President, Vice President, Secretary, Treasurer and Immediate Past President. The officers, with the exception of Past President, shall be elected annually from the then current members of the Board of Directors without reference to regions. All officers shall be subordinate and responsible to the Board of Directors and shall serve the CSDA without compensation.

Each shall hold office for the term of one (1) year, or until resignation or disqualification.

The Board of Directors may appoint such other officers as the business of the CSDA may require. Each of the appointed officers shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may determine.

### **Section 2. Duties of the President:**

The President shall be the chief officer of the CSDA and shall, subject to the approval of the Board of Directors, give supervision and direction to the business and affairs of the CSDA.

The President shall preside at all Board of Director and membership meetings. The President shall be an ex-officio member of all Standing Committees and shall recommend appointment of committee chairs and vice-chairs and members of the Standing Committees. Such appointments are subject to ratification by the Board of Directors.

The President shall have the general powers, duties and management usually vested in the office of the president of a corporation. The President shall have such other powers and duties as may be prescribed by these Bylaws or by the vote of the Board of Directors.

**Section 3. Duties of the Vice President:**

In the absence of, or disability of the President, the Vice President shall perform all of the duties of the President. When so acting, the Vice President shall have all the powers of the President, and be subject to all the restrictions upon the President.

The Vice President shall be the chair of the Planning Committee and an ex-officio member of all of the Standing Committees.

**Section 4. Duties of the Secretary:**

The Secretary or a designee appointed by the Board of Directors, shall give notice of meetings to the Board of Directors, and notices of meetings to the members as provided by these Bylaws.

The Secretary or such designee, shall record and keep all motions and resolutions of the Board. A record of all meetings of the Board and of the members shall be maintained. All written records of the Secretary shall be kept at the business office of the CSDA.

A list of the membership of the CSDA shall be maintained by the Secretary or such designee. Such record shall contain the name, address and type of membership, of each member. The date of membership shall be recorded, and in the event the membership ceases, the date of termination.

The Secretary or such designee, shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

**Section 5. Duties of the Treasurer:**

The Treasurer or a designee appointed by the Board of Directors, shall keep and maintain adequate and correct accounts of the properties and the business transactions of the CSDA, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any director or member of the CSDA.

The Treasurer or such designee, shall be responsible to cause the deposit of all moneys of the CSDA, and other valuables in the name and to the credit of the CSDA, with such depositories as may be designated by the Board of Directors.

The Treasurer or such designee, shall disburse, or cause to be disbursed by such persons as authorized by resolution of the Board of Directors, the funds of the CSDA, as ordered by the Board.

The Treasurer or such designee shall serve as chair of the CSDA Fiscal Committee. The Treasurer shall render to the President and the Board of Directors an account of all financial transactions and the financial condition of the CSDA at each Board meeting and on an annual basis, or upon request of the Board.

The Treasurer or such designee shall, after the close of the fiscal year of the CSDA, cause an annual audit of the financial condition of the CSDA to be done.

The Treasurer or such designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

**Section 6. Disbursement of Funds:**

No funds shall be disbursed by the CSDA unless the check, draft or other evidence of such disbursement shall be executed on behalf of the CSDA by such persons authorized by resolution of the Board of Directors.

**Section 7. Removal of Officers:**

Officers of the Board may be removed with or without cause at any meeting of the Board of Directors by the affirmative vote of a majority of the Board of Directors present at such meeting.

**ARTICLE VI – COMMITTEES:**

**Section 1. Creation of Committees:**

The Board of Directors by a majority vote, may create one or more committees to serve at the pleasure of the Board, and have such authority as provided by the Board of Directors.

Each committee shall have a chair and a vice-chair who shall be directors of the Board. Appointment of two (2) or more directors to the committees shall be by a majority vote of the Board. Directors may be appointed as alternate members of a committee, in the event of an absent committee member.

Other members of any committee may include designees of regular, associate or professional members and liaison representatives from other organizations pursuant to Article II, Section 1, , to be approved by majority vote of the current CSDA Board of Directors.

**Section 2. Committee Actions:**

All actions of any committee of the CSDA shall be governed by and taken in accordance with the provisions of these Bylaws. All committees shall serve at the pleasure of the Board and have such authority as provided by the Board of Directors. Minutes of each committee meeting shall be kept and each committee shall present a report to the Board of Directors at each scheduled Board meeting.

No committee may take any final action on any matter that, under these Bylaws, or under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members of the CSDA.

All committees, regardless of Board resolution, are restricted from any of the following actions as imposed by the California Nonprofit Public Benefit Corporation Law

No committee may fill vacancies on the Board or on any committee that has authority of the Board; create any other committees of the Board or appoint the members of the committees of the Board.

No committee may fix compensation of the directors for serving on the Board or on any committee; Expend corporate funds to support a nominee for director; or approve any contract or transaction to which CSDA is a party and in which one or more of its directors has a material financial interest.

No committee may amend or repeal Bylaws or adopt new Bylaws or amend or repeal any resolution of the Board that by its express terms is not subject to amendment or repeal.



### **Section 3. Committee Meetings:**

Meetings of the committees of the CSDA shall be held in accordance with the provisions of these Bylaws. The time and place for regular meetings of such committees may be determined by the Board or by such committees. Special meetings of the committees may be called by the chair, or by the Board of Directors.

### **Section 4. Standing Committees:**

Standing Committees of the CSDA shall be advisory in nature. The Standing Committees are: Executive, Education, Elections and Bylaw, Finance Corporation, Fiscal, Legislative, Membership and Recruitment, Planning and Audit.

The President shall recommend the appointment of committee officers and members of each Standing Committee except the Executive Committee. All committee members are subject to ratification by the Board of Directors.

#### **A. Executive Committee:**

The Executive Committee shall consist of all officers of the CSDA.

Members shall include the President, Vice President, Secretary, Treasurer and the immediate Past President of the CSDA. If the immediate past president is no longer a member of the Board of Directors, a previous past president may be appointed. If there are no directors who have served as president in the past, the President shall appoint a current director to serve as a member of the Executive Committee.

Subject to these Bylaws, and approval of the Board of Directors, the Executive Committee shall have full power, authority and responsibility for the operation and function of the CSDA.

#### **B. Education Committee:**

The Education Committee shall plan, organize and direct the education programs of the CSDA. The Committee shall organize the Annual Conference and the Special Districts Legislative Days. A public relations program shall be maintained by the Committee.

#### **C. Election and Bylaws Committee:**

The Election and Bylaws Committee shall be responsible for conducting all elections of the CSDA Board as provided in these Bylaws. The Committee shall annually review the Bylaws and shall be responsible for membership vote on any Bylaw changes.

#### **D. Finance Corporation Committee:**

The Finance Corporation Committee shall serve as the Board of Directors of the CSDA Finance Corporation and be responsible for oversight of the programs of the CSDA Finance Corporation.

#### **E. Fiscal Committee:**

The Treasurer shall serve as the chair of the Fiscal Committee and shall, with the Committee, be responsible for oversight of all the financial transactions of the CSDA. An annual budget shall be prepared by the Committee and shall be ratified by the Board of Directors.

The Fiscal Committee shall assist the Planning Committee in the continuing development of the CSDA's "*Strategic Plan*".

**F. Legislative Committee:**

The Legislative Committee shall be responsible for the development of the CSDA’s legislative agenda. The Committee shall review, direct and assist the Legislative ~~Advocate~~ Department with legislative and public policy issues.

**G. Membership and Recruitment Committee:**

The Membership and Recruitment Committee shall be responsible for recruitment and recommendation of new members to the CSDA. All new members shall be ratified by the Board of Directors.

**H. Planning Committee:**

The Planning Committee in conjunction with the Fiscal Committee, shall be responsible for the continuing development of the “*Strategic Plan*” of the CSDA. The “*Strategic Plan*” shall be reviewed and monitored. The Committee shall recommend revisions and/or additions to the Board of Directors for ratification.

**I. Audit Committee:**

The Audit Committee is responsible for maintaining and updating internal controls. The Committee selects the Auditor for Board approval and provides guidance to the auditors on possible audit and fraud risks. The Committee reviews the audit and management letter and makes recommendation to the Board for action.

**Section 5. Ad Hoc Committees:**

The President may appoint other Ad Hoc Committees and their officers as may be determined necessary for the proper operation of the CSDA. The Standing Committees and the Ad Hoc Committees shall plan and authorize such programs as may be directed by the Board of Directors.

The Ad Hoc Committees shall be advisory in nature and shall be composed of at least two (2) members of the Board of Directors. Other members of such committees may include designees of regular, associate or professional members, liaison representatives of other organizations, or members of the public, as approved by the Board.

**Section 6. Special Committee of the Board:**

A Special Committee may be granted authority of the Board as a committee of the board, as required by the California Nonprofit Public Benefit Corporation Law, provided by a specific resolution adopted by a majority of the Board of Directors then in office. In such case, the Special Committee shall be composed exclusively of two (2) or more directors of the Board.

**ARTICLE VII – INDEMNIFICATION**

**Section 1. Right of Indemnity:**

To the fullest extent permitted by law, the CSDA shall defend, indemnify and hold harmless both its past and present directors, officers, employees and other persons described in Section 5238(a) of the California Corporations Code, against any and all actions, expenses, fines, judgments, claims, liabilities, settlements and other amounts reasonably incurred by them in connection with any “proceeding”, as that term is used in the Section 5238(a) of the California Corporations Code.

“Expenses”, as used in these Bylaws, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

## **Section 2. Approval of Indemnity:**

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met, and if so, the Board shall authorize indemnification.

If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of the members.

At the request for indemnification meeting, the members shall determine under Section 5238(e) of the California Corporations Code whether the applicable standard or conduct set forth in Section 5238(b) or Section 5238(c) has been met, and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

## **Section 3. Insurance:**

The CSDA shall have the right to purchase and maintain insurance to the full extent permitted by law, on behalf of its officers, directors, employees, and agents, against any liability asserted against or incurred by any officer, director, employee or agent in such capacity, or arising out of the officer's, director's, employee's, or agent's status as such.

## **Section 4. Liability:**

No member, individual, director, or staff member of the CSDA shall be personally liable to the CSDA's creditors, or for any indebtedness or liability. Any and all creditors shall look only to the CSDA's assets for payment.

## **ARTICLE VIII – LOCAL CHAPTERS**

### **Section 1. Purpose:**

The purpose of local chapters is to provide a local forum of members for the discussion, consideration and interchange of ideas concerning matters relating to the purposes and powers of special districts and the CSDA.

The local chapters may meet to discuss issues bearing upon special districts and the CSDA. The chapters may make recommendations to the CSDA's Board of Directors.

### **Section 2. Organization:**

The regular voting members of the CSDA are encouraged to create and establish local chapters. Each chapter must have at least one (1) CSDA member. The local chapter may include members of local organizations, districts and professionals who are not members of the CSDA.

Local chapters shall be determined to be affiliates of the CSDA upon approval and ratification by the Board of Directors of the CSDA. The chapters shall be required to provide updated membership lists to the CSDA at least annually.

CSDA and its local chapters shall not become or deem to be partners or joint ventures with each other by reason of the provisions of these Bylaws.

### **Section 3. Rules, Regulations and Meetings:**

Each local chapter shall adopt such rules and regulations, meeting place and times as the membership of such local chapter may decide by majority vote. Rules and regulations of the local chapter shall not be inconsistent with the Articles of Incorporation or Bylaws of the CSDA.

#### **Section 4. Financing of Local Chapters:**

No part of the CSDA's funds shall be used for the operation of the local chapter affiliates. The CSDA is not responsible for the debts, obligations, acts or omissions of its local chapters.

#### **Section 5. Legislative Program Participation:**

Local chapters may function as a forum in regard to federal, state and local legislative issues. The chapters may assist the CSDA in the distribution of information to their members.

### **ARTICLE IX – AMENDMENTS TO THE BYLAWS**

#### **Section 1. Amendment Proposals:**

Any regular voting member in good standing may propose changes to these Bylaws. The proposed amendments shall be reviewed by the Board of Directors and submitted to the Election and Bylaws Committee for their study.

After examination by the Election and Bylaws Committee and upon resolution of the Board of Directors the amendment proposals may be submitted for vote at the Annual Business meeting of the members held by the CSDA, at a specially called meeting, or by a mailed ballot.

#### **Section 2. Amendment Membership Meeting:**

Prior notice in writing of the proposed amendment/s to these Bylaws shall be given by the Board of Directors to the regular voting members, not later than forty-five (45) days in advance of the amendment meeting.

Electronic copies of the proposed amendment/s shall be available on the CSDA website for the regular voting members prior to the meeting. Copies of the proposed amendments shall be available for the voting members at the amendment meeting, upon advance requests.

#### **Section 3. Mailed Amendment Ballot:**

When a mailed ballot is utilized to amend these Bylaws, the ballot shall include all amendments and matters the Board intends to present for action and vote by the members and shall be mailed by the CSDA to all regular voting members in good standing. Such ballot shall be mailed by first class mail, not later than forty-five (45) days in advance of the date the CSDA has designated for the receipt of the ballot.

The amendment ballot must be received by the CSDA, no later than the established deadline date and time. Ballots received after the specified deadline will be deemed invalid

#### **Section 4. Amendment Ratification:**

##### **A. Membership Meeting:**

The proposed Bylaw amendments shall be deemed adopted by a majority vote of all regular voting members present at a membership meeting, at which a quorum, as defined in Article 2, Section 5 of these Bylaws, of the members is present.

##### **B. Mailed Ballot:**

The proposed Bylaw amendment/s shall be deemed adopted when ballots have been returned by a quorum of the regular voting members, and have been approved by a majority vote of the mail ballots returned.

## ***STAFF REPORT***

**To:** Coastside County Water District Board of Directors

**From:** David Dickson, General Manager

**Agenda:** July 13, 2010

Report

Date: July 8, 2010

**Subject: Resolution Adopting Policy for Sale and Purchase of Non-Priority Water Service Connections and Rules and Regulations for Sale and Purchase of Non-Priority Water Service Connections**

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### **Recommendation:**

- Approve Resolution Adopting Policy for Sale and Purchase of Non-Priority Water Service Connections and Rules and Regulations for Sale and Purchase of Non-Priority Water Service Connections
- Determine number of non-priority water service connections to be offered for sale
- Determine the non-refundable Administrative Fee to be charged per connection purchase

### **Background:**

At the Board's direction, staff conducted a survey in January 2010 to determine how many property owners would be interested in purchasing a non-priority water service connection from the 72 connections the District now holds. Results of the survey, presented to the Board on February 9, 2010, indicated that 227 property owners were interested in purchasing a connection. Of those positive responses, 57 were owners of residential properties served by wells. After discussing the limited number of non-priority connections the District has available and other considerations, the Board directed staff to develop a connection sale process focused exclusively on owners of developed residential parcels on wells.

Working with staff, District Counsel Patrick Miyaki has prepared the attached documents to effect the sale of non-priority connections:

**Resolution Adopting Policy for Sale ...:** The resolution sets forth background related to the survey, policy considerations for limiting eligibility to properties with wells, and conditions to be imposed on the connections sold; adopts the Policy for Sale and Purchase and the Rules and Regulations; and modifies Section U of the District's General Regulations to specify that connections sold after August 1, 2010 may not be transferred.

**Policy for Sale and Purchase of Non-Priority Water Service Connections:** The policy, incorporated into the Resolution by reference, specifies number of connections to be sold, defines purchase eligibility, and specifies conditions related to purchase and installation. Connections purchased under this program must be installed within 12 months of purchase and cannot be transferred to another property.

**Rules and Regulations for Sale and Purchase of Non-Priority Water Service Connections:** The Rules and Regulations, also incorporated into the Resolution by reference, establish procedures for conducting the lottery and specify requirements for completing the purchase. In addition to paying the Transmission and Storage Fee, the purchaser will pay a non-refundable Administrative Fee, discussed further below.

Should the Board decide to approve the Resolution, it must make two additional determinations:

1. **Number of connections to be sold.** Based on the survey results, there may be up to 57 well owners interested in purchasing connections. Past experience suggests that significantly fewer may actually complete the purchase. Staff also believes that the District should continue to hold a reserve of non-priority connections to enable us to address future needs and contingencies. We therefore recommend that approximately 50% of the District's current inventory of non-priority connections be offered in this sale. Should current demand exceed the number of connections offered, the Board can consider options for making additional connections available.
2. **Amount of the Administrative Fee:** The non-refundable Administrative Fee should be sufficient to recover the District's costs for the following activities directly related to the connection sale:
  - Legal costs for preparation and completion of the sale, including development of the policy and rules and regulations, development of the purchase agreement, and other support.
  - Costs of conducting the survey.
  - Costs for conducting the lottery.
  - Costs for reviewing purchase applications and other purchaser submittals, preparing and executing purchase agreements.
  - Costs for post-sale monitoring to ensure that connections are installed and conditions are met.

**STAFF REPORT**

**Agenda:** July 13, 2010

**Subject:** Sale and Purchase of Non-Priority Connections

**Page 3**

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Based on costs incurred to date and estimated future costs for the sale program and assumed sale of 35-40 connections, staff recommends that the Board approve an Administrative Fee of \$500 per connection purchase. This fee would be consistent with the current charge for processing a connection transfer.

**Fiscal Impact:**

Transmission and Storage Fee revenue of approximately \$500,000 from sale of connections.

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

**ADOPTING POLICY FOR SALE AND PURCHASE  
OF NON-PRIORITY WATER SERVICE CONNECTIONS AND RULES AND REGULATIONS  
FOR SALE AND PURCHASE OF NON-PRIORITY WATER SERVICE CONNECTIONS**

**COASTSIDE COUNTY WATER DISTRICT**

WHEREAS, the Coastside County Water District (District) has a number of non-priority water service connections available to sell;

WHEREAS, in order to assist the District in developing a fair and equitable approach for selling the limited number of available non-priority water service connections, on December 29, 2009, the District issued a survey soliciting input from property owners as to their interest in purchasing water service connections;

WHEREAS, the District (1) mailed the survey to all record owners of property located within the District's boundaries; (2) published a notice of the survey in the Half Moon Bay Review on December 30, 2009, and in 2010 on January 6, January 13, January 20, and January 27; (3) advertised the survey on MCTV; (4) posted the survey on the District's website; and (5) discussed the survey at several publicly noticed Board meetings;

WHEREAS, on February 9, 2010, the Board of Directors received the results of the survey from staff and comments from the public;

WHEREAS, the results of the survey indicate that there is more interest from property owners to purchase the water service connections than the limited number of water service connections that the District has available to sell;

WHEREAS, after careful consideration, the Board has determined that as a policy matter it desires to make a limited number of the non-priority water service connections available to property owners that currently receive water only from existing wells;

WHEREAS, the Board has determined that there is a significant number of property owners on wells who expressed an interest in purchasing a non-priority water service connection, that over time wells often fail and need to be replaced, that the quantity and quality of water from wells can fluctuate, that property owners served by wells may have purchased the property not knowing or understanding the issues involved with water wells, and that property owners served by wells can receive higher quality water from a more reliable source if they are connected to the District's water distribution system;

WHEREAS, the Board further has determined that it is a legitimate purpose of the District to make the limited number of non-priority water service connections available only to owners of developed residential property on existing wells and that implementing such a policy furthers that District purpose;

WHEREAS, because of the potential that there will be more property owners who want to purchase a non-priority water service connection than non-priority water service connections available, the Board has determined (1) to sell the water service connections by random lottery to ensure that all property owners served by wells have the same opportunity to be selected to purchase a water service connection; (2) to allow the property owners to purchase only one connection that is of the size appropriate to serve the existing development on the property; (3) to require that the water service connection be installed within a relatively short period of time and to prohibit the transfer of the water service connection so that property owners with a



current need and desire to connect to the District's water distribution system have the first opportunity to do so; and

WHEREAS, the District will charge an administrative fee that is based on recovering the costs incurred by the District in developing, implementing and administering the sale and purchase of non-priority water service connections.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Coastside County Water District hereby adopts the Policy for Sale and Purchase of Non-Priority Water Service Connections and the Rules and Regulations for the Sale and Purchase of Non-Priority Water Service Connections, both of which are attached to this Resolution and incorporated herein by this reference.

BE IT FURTHER RESOLVED that the Board amends its General Regulations Regarding Water Service, Section U, "Transfer of Uninstalled Water Service Connection Rights," by adding the following new paragraph to the end of the Section:

"6. This Section U, Transfer of Uninstalled Water Service Connection Rights, does not apply to any non-priority water service connection sold by the District after August 1, 2010. Non-priority water service connections sold by the District after August 1, 2010, will be assigned to the Assessor's Parcel Number specified in the application for the purchase of the water service connection, and the water service connection may not thereafter be transferred to another Assessor's Parcel Number."

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2010, by the following vote:

AYES:

NOES:

ABSENT:

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President, Board of Directors  
Coastside County Water District

ATTEST:

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Secretary of the District

## COASTSIDE COUNTY WATER DISTRICT

### POLICY FOR SALE AND PURCHASE OF NON-PRIORITY WATER SERVICE CONNECTIONS (Adopted by Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2010)

1. \_\_\_\_\_ 5/8-inch non-priority water service connections will be made available for purchase to property owners located within the District boundaries.
2. Only owners of developed residential property currently served exclusively by a water well may purchase a non-priority water service connection and the size of the water service connection may be no larger than necessary to serve the development existing on the property at the time the application to purchase a water service connection is submitted.
3. The District will sell these non-priority water service connections by a random lottery that will be conducted by a third party consultant.
4. An applicant is a person, corporation, partnership, trust, or other entity legally entitled to own real property. The applicant must have an ownership interest in the property that is the subject of the application at the time the application is submitted.
5. Only one application may be submitted per Assessor's Parcel Number.
6. Non-priority water service connections purchased through this lottery process may not be transferred to another Assessor's Parcel Number.
7. Non-priority water service connections purchased through this lottery process must be installed within 12 months from the date the water service connection purchase agreement is executed by both the property owner and the District. If the property owner does not install the water service connection within this time period, the property owner loses the right to install that water service connection and the District will return to the property owner the Transmission and Storage Fee paid for the water service connection. The District, however, will retain the Administrative Fee paid by the property owner.
8. Property owners installing connections after January 1, 2011 must comply with the Coastside County Water District Indoor Water Use Efficiency Ordinance, Ordinance No. 2010-01, prior to connecting to the District's water distribution system.
9. Property owners who do not abandon all existing wells serving the property upon installation of the water service connection must demonstrate compliance with the backflow prevention requirements of the District's General Regulations Regarding Water Service, Section W, "Backflow and Cross Connection Control."

## COASTSIDE COUNTY WATER DISTRICT

### RULES AND REGULATIONS FOR SALE AND PURCHASE OF NON-PRIORITY WATER SERVICE CONNECTIONS (Adopted by Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2010)

1. The Policy for Sale and Purchase of Non-Priority Water Service Connections is incorporated into these Rules and Regulations for Sale and Purchase of Non-Priority Water Service Connections.
2. On \_\_\_\_\_, 2010, the lottery will be conducted by randomly selecting \_\_\_\_\_ applications from the lottery box. The first \_\_\_\_\_ applications will be deemed Winners and the remaining \_\_\_\_\_ applications will be deemed Alternates.

The lottery box will be closed and placed in safekeeping. The District will notify the Winners of their selection by first class mail and will review each Winner's Application to ensure it is complete and accurate. The Winner must submit to the District the following items within 15 days from the date of notification:

- a. A copy of the Deed evidencing ownership of the parcel identified in the Application;
  - b. A completed copy of the District's "Worksheet for Sizing of Water Service Connections" showing existing fixture units.
  - c. A completed copy of the District's form "Declaration of Intention for Use of Well"
  - d. A Certified or Cashier's Check in the amount of \$13,592 for the 5/8" water service connection (or if a larger water service connection is necessary to serve the property, the current Transmission and Storage Fee for the larger diameter water service connection);
  - e. A Certified or Cashier's Check in the amount of \$\_\_\_\_\_ for the Administrative Fee; and
  - f. An executed original of the District's form of water service connection purchase agreement.
3. If a Winner fails to submit all of the required items listed above within the time period specified, or if the Winner is found to have violated any of the Rules and Regulations for Sale and Purchase of Non-Priority Water Service Connections or Policy for Sale and Purchase of Non-Priority Water Service Connections, the Winner will be disqualified from the lottery and will not be issued a water service connection. All water service connections provisionally awarded to disqualified Winners will be awarded to the Alternates in the order that the Alternates were drawn from the lottery box (for example, the first water service connection that becomes available as a result of disqualification of a Winner shall be awarded to the Alternate first selected). If there are remaining water service connections available after all Winners and Alternates have been awarded water service connections, the lottery box will be reopened and an additional \_\_\_\_\_ applications will be selected and water service connections will be awarded in the order the names are selected. This process will continue until all \_\_\_\_\_ water service connections are distributed.

4. All the Rules and Regulations for Sale and Purchase of Non-Priority Water Service Connections and the Policy for Sale and Purchase of Non-Priority Water Service Connections apply to each water service connection awarded through the lottery.

**STAFF REPORT**

**To: Coastside County Water District Board of Directors**

**From: Patrick Miyaki, Legal Counsel**

**Agenda: July 13, 2010**

**Report**

**Date : June 21, 2010**

**Subject: Consider approval of Resolution 2010-\_\_ Establishing Appropriations Limit Applicable to District during fiscal year 2010-2011**

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**Recommendation**

Adopt Resolution establishing appropriations limit applicable to District during Fiscal year 2010-2011.

**Background**

Article XIII B of the California Constitution, and its implementing legislation, requires each local agency to review the "appropriations limit" applicable to it annually. The "appropriations limit" is the maximum amount of "proceeds of taxes" which the District can appropriate during the fiscal year. Last year, the Board of Directors adopted the appropriations limit applicable during FY 2009-2010. The District has obtained data from the State Department of Finance concerning inflation and population changes from which the limit for the upcoming fiscal year has been calculated. The calculations are shown on the following page.

**Fiscal Impact:**

Because the appropriations limit is far in excess of the amount of "proceeds of taxes" available to the District, the increase will not have any effect upon the District's budget this year or in the foreseeable future.

# **COASTSIDE COUNTY WATER DISTRICT**

## **NOTICE OF DETERMINATION OF APPROPRIATIONS LIMIT FOR FISCAL YEAR 2010 - 2011**

State law (Section 7910 of the Government Code) requires each local government agency to determine during each fiscal year the appropriations limit pursuant to Article XIII B of the California Constitution applicable during the following fiscal year. The limit must be adopted at a regularly scheduled meeting or a noticed special meeting and the documentation used in determining the limit must be made available for public review fifteen days prior to such meeting.

Set out below is the methodology proposed to be used to calculate the fiscal year 2010-2011 appropriations limit for the District. The limit as set forth below will be considered and adopted at the meeting of the Board of Directors on July 13, 2010.

1. Appropriations limit for fiscal year 2009 - 2010	\$4,460,917
2. Population change (January 1, 2009 - January 1, 2010)	1.23%
3. Change in California per Capita Personal Income Fiscal Year 2009 - 2010	-2.54%
4. Fiscal year 2010 - 2011 adjustment factor (1.0123 x .9746)	.9866
5. Fiscal year 2010 - 2011 appropriations limit (4,460,917x .9866)	\$4,401,141

Dated: June 21, 2010

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

**ESTABLISHING THE APPROPRIATIONS LIMIT  
APPLICABLE TO THE DISTRICT DURING FISCAL YEAR 2010-2011**

**COASTSIDE COUNTY WATER DISTRICT**

WHEREAS, by Resolution No. 2009-06, the Board of Directors established the appropriations limit applicable to the District during Fiscal Year 2009-2010 as \$4,460,917.

WHEREAS, Article XIII B of the California Constitution and Sections 7902(b) and 7910 of the Government Code require that each local agency subject thereto establish by resolution the appropriations limit applicable during Fiscal Year 2010-2011 by applying to the limit for Fiscal Year 2009-2010 the factors, as issued by the California Department of Finance, reflecting changes in population and per capita income; and

WHEREAS, the calculations showing the application of those factors were made available for public review at least fifteen days prior to the date hereof; and

WHEREAS, the applicable factors are as follows: (1) the increase in the California Per Capita Personal Income was -2.54%, and (2) the applicable change in population from January 1, 2009 to January 1, 2010 was 1.23%.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Coastsides County Water District that the appropriations limit for Fiscal Year 2010-2011 is hereby established as \$4,401,141.

PASSED AND ADOPTED this 13th day of July, 2010, by the following vote of the Board:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
President, Board of Directors  
Coastside County Water District

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Directors

## **STAFF REPORT**

**To:** Coastside County Water District Board of Directors

**From:** David Dickson, General Manager

**Agenda:** July 13, 2010

**Subject:** California Special Districts Association (CSDA) - 2010 Board Elections - Region 3, Seat B

---

### **Recommendation:**

Discussion and selection of Coastside County Water District's vote for a candidate to serve as one of the representatives to the California Special Districts Association (CSDA) Board of Directors in Region 3, Seat B.

### **Background:**

As a member of the California Special Districts Association, the Coastside County Water District's Board of Directors has the opportunity to participate in the Board Elections process by casting a vote for one of the candidates seeking to represent Region 3.

Attached is the CSDA mail ballot information, including candidate's statements from each of the two candidates. Upon the Board's selection of a candidate, staff will complete the ballot and return to CSDA by the August 6, 2010 deadline.

**Fiscal Impact:** None



RECEIVED

JUN 11 2010

COASTSIDE COUNTY  
WATER DISTRICT



## CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

### 2010 BOARD ELECTIONS

#### MAIL BALLOT INFORMATION

Dear Member:

A mail ballot has been enclosed for your district's use in voting to elect a representative to the CSDA Board of Directors in Region 3, Seat B. Each of CSDA's six (6) regional divisions has three seats on the Board. Each of the candidates is either a board member or management-level employee of a member district located in your geographic region. Each Regular Member (district) in good standing shall be entitled to vote for one (1) director to represent its region.

We have enclosed the candidate statements for each candidate who submitted one. Please vote for **only one** candidate to represent your region in Seat B and be sure to sign, date and fill in your member district information (*in some regions, there may only be one candidate*). If any part of the ballot is not complete, the ballot will not be valid and will not be counted.

Please utilize the enclosed return envelope to return the completed ballot. Ballots must be received at the CSDA office at 1112 I Street, Suite 200, Sacramento, CA 95814 by **5:00pm on Friday, August 6, 2010**.

If you do not use the enclosed envelope, please mail in your ballot to:

**California Special Districts Association**

**Attn: 2010 Board Elections**

**1112 I Street, Suite 200**

**Sacramento, CA 95814**

Please contact Diana Zavala toll-free at 877.924.CSDA or [dianaz@csla.net](mailto:dianaz@csla.net) with any questions.



# CSDA Regions



## Board of Directors by Region

### Region 1

Mark Bryant, *Garberville Sanitary District*  
 Phil Schoefer, *Western Shasta RCD*  
 Alan Schoenstein, *McCloud CSD*

### Region 3

Stanley Caldwell, *Mt. View Sanitary District*  
 James Kohnen, *Alameda County Mosquito AD*  
 Sherry Sterrett, *Pleasant Hill RPD*

### Region 5

Jim Acosta, *Saticoy Sanitary District*  
 Jack Curtis, *Ojai Valley Sanitary District*  
 John Fox, *Goleta Sanitary District*

### Region 2

Noelle Mattock, *El Dorado Hills CSD*  
 Ginger Root, *Tuxedo Country Club FPD*  
 Pete Kampa, *Tuolumne Utilities District*

### Region 4

Adrienne (Ann) Mathews, *Kern County Water Agency*  
 Tim Unruh, *Kern County Cemetery District No. 1*  
 Vacant

### Region 6

Dewey Ausmus, *North County Cemetery District*  
 Jo MacKenzie, *Vista Irrigation District*  
 Arlene Schafer, *Costa Mesa Sanitary District*

# Sherry M. Sterrett

Candidate CSDA Board of Directors – Region 3

## Please consider voting for me!

**Why?** I am a strong believer in “Special Districts” and have a track record to prove it.

**Why?** Because I believe experience counts:

- 2009 Elected President of the Pleasant Hill Recreation and Park District Board of Directors
- 2008 Chair of CSDA Education Committee
- 2007 Elected President of the CSDA, FC and SDRMA Alliance.
- 2006 Elected President of the Pleasant Hill Recreation and Park District Board of Directors
- 2005 Re-elected President of CSDA
- 2004 Elected President of CSDA

I am a graduate of the CSDA Leadership Academy and my district was the first recreation and park district to earn a “District of Distinction” award from the Special District Leadership Foundation.

I have been a very active CSDA Board Member with attendance at every Annual Conference and every CSDA Legislation Day since I was elected to the Pleasant Hill Recreation and Park District.

I have served CSDA in many leadership positions. They include the Membership Committee, the Local Chapter Committee, the Conference Committee, the Budget/Finance Committee, Elections/Bylaws Committee, the Education Committee and the CSDA Executive Committee which included two terms as CSDA President.

In Contra Costa County, I am an active and effective leader. The Pleasant Hill community has elected me their school board member (1980-1987), their city council member (1987-1995) and a trustee to the Pleasant Hill Recreation and Park District (1996-current).

“As your Director from Region 3, I will continue to work hard for you. Together we will continue to educate Sacramento on the value and importance of Special Districts.” You may contact me by e-mail at [sherrysterrett@att.net](mailto:sherrysterrett@att.net)

**Please vote for me, Sherry Sterrett.**

**Candidate for CSDA Board of Directors  
Region 3, Seat B**

**Kathryn Slater-Carter**

As a board member I can bring my experience as a long-term Montara Water and Sanitary District (MWSD) board member, past president of the San Mateo County Special District Association Chapter, franchise business owner, and treasurer of the 501c/3 Pacifica School Volunteers Board (PSV) to benefit the statewide CSDA.

I know a board member works as part of the team consisting of the organizational members, district executive director and staff and governing board. I have leadership, teambuilding and critical thinking skills. As president of MWSD I led the district accomplishing the community initiated task of making the privately owned water district a part of our sanitary district by passing a \$19,000,000 bond and acquisition effort. As a franchise business owner I was treasurer in charge of a \$12,000,000 budget; as PSV treasurer I have overseen a very modest budget.

If elected to the board of directors I pledge to make CSDA even more important to special districts through its excellent staff and ongoing lobbying efforts, educational programs, and financial alliances. I would like to see CSDA investigate working with high school district or community college boards to institute classes to educate special district employees.

Thank you for your time,  
Please vote to elect me to the CSDA governing board.



**CSDA BOARD OF DIRECTORS  
ELECTION 2010**

*All Fields Must Be Completed for ballot to be counted.  
(Please vote for only one.)*

**REGION THREE**

●  
*Seat B - term  
ends 2013*

- Sherry Sterrett\***  
*Pleasant Hill Recreation & Park District*
- Kathryn Slater-Carter**  
*Montara Water & Sanitary District*

*\* incumbent*

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

Member District: \_\_\_\_\_

**Must be received by 5pm, August 6, 2010. CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814**

## **STAFF REPORT**

**To:** Coastside County Water District Board of Directors

**From:** David Dickson, General Manager

**Agenda:** July 13, 2010

Report

Date: July 8, 2010

**Subject: Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration, California Public Employees' Retirement System and the Board of Directors, Coastside County Water District**

---

### **Recommendation:**

Approve resolution of intention to amend the District's contract with the Public Employee Retirement System (PERS) to provide that new employees will be covered by the 2% at 60 plan, with benefits calculated based on three-year final compensation.

### **Background:**

To address increasing concern with employee pension costs, the Board has directed staff to implement a two-tier retirement program under which new employees would be covered by a less expensive plan than the PERS "2.5% at 55" program provided to current employees. We obtained PERS actuarial analyses for three variations of the 2% at 60 plan, the least expensive plan PERS offers. Based on direction from the Board following a discussion of the PERS options, we have focused on implementing a 2% at 60 formula, with benefits calculated based on three-year final compensation.

As shown in Attachment A, the District's employer contribution cost for the Tier 2 plan would be about 33% less than the employer contribution for the current 2.5% at 55 formula. The employer contribution (not including Amortization of Side Fund) for the Tier 2 plan would be 7.541% of salary as compared with 11.245% of salary for the current plan.

The first step in PERS' process for implementing the new Tier 2 plan is to approve a Resolution of Intention to approve a PERS contract amendment. Attachment B presents the resolution.

### **Fiscal Impact:**

Future pension cost savings as employees covered by Tier 2 plan replace current employees.



**Actuarial Office**  
P.O. Box 1494  
Sacramento, CA 95812-1494  
Telecommunications Device for the Deaf - (916) 795-3240  
(888) CalPERS (225-7377) FAX (916) 795-2744

Employer Number: 517

May 17, 2010

New Rate Plan Name: COASTSIDE COUNTY WATER DISTRICT MISCELLANEOUS SECOND TIER PLAN

Re: New Second Tier Plan for Pooled Plans (Section 20475: Different Level of Benefits Provided for New Employees)

Dear Requestor:

Enclosed is the June 30, 2008 Section 2 Risk Pool actuarial valuation report applicable to your new second tier plan.

In the table below, we show your 2010-2011 employer contribution rates before and after opening a second tier.

Of the five rate components, the first three are specific to the pool to which the plan belongs and the last two are specific to your agency. However, the Phase out of Normal Cost Difference will be 0% beginning with rates established for 2010-2011, so it has no impact from that time on.

The Side Fund will continue to be paid off by the first tier plan since all the past service on which it is based belongs to those current members who will continue in the first tier. The scheduled dollar amounts payable will continue as before. However, because newly hired members will be covered by the second tier, the number of members and payroll in the first tier will (after several years) gradually decline. The Amortization of Side Fund rate component is the dollars needed to pay off the side fund divided by the payroll. So as long as the Side Fund remains, **the first tier rate will increase as its payroll decreases**. The first tier side fund is scheduled to be paid off after 9 years.

Therefore, in determining the employer contributions savings, Amortization of Side Fund should be excluded. For your agency, the ultimate annual employer savings equals the difference between the pool-specific rates times the second tier payroll. For 2010-2011 the percentage savings is  $(8.478\%+1.202\%+1.565\%) - (6.553\%+0.202\%+0.786\%) = 3.704\%$ . **The annual dollar savings is then 3.704% times the second tier fiscal year payroll.**

As of June 30, 2008	Existing Plan	New First Tier Plan	New Second Tier Plan
	<b>2.5% @ 55</b>	<b>2.5% @ 55 for continuing members</b>	<b>2% @ 60 for newly hired members</b>
2010-2011 Employer Contribution Rate:			
Risk Pool's Net Employer Normal Cost	<b>8.478%</b>	<b>8.478%</b>	<b>6.553%</b>
Risk Pool's Payment on Amortization Bases	<b>1.202%</b>	<b>1.202%</b>	<b>0.202%</b>
Surcharges for Class 1 Benefits			
FAC 1	<b>0.583%</b>	<b>0.583%</b>	<b>0.000%</b>
PRSA	<b>0.982%</b>	<b>0.982%</b>	<b>0.786%</b>
Phase out of Normal Cost Difference	<b>0.000%</b>	<b>0.000%</b>	<b>0.000%</b>
Amortization of Side Fund	<b>9.589%</b>	<b>9.589%</b>	<b>0.000%</b>
<b>Total Employer Contribution Rate</b>	<b>20.834%</b>	<b>20.834%</b>	<b>7.541%</b>
2010-2011 Employee Contribution Rate	<b>8.000%</b>	<b>8.000%</b>	<b>7.000%</b>

Please be advised that the analysis above does not take into account impending employer contribution rate increases due to investment market losses for the fiscal year ending June 30, 2009. It is recommended that you refer to our recently mailed Circular Letter 200-056-09 dated August 25, 2009 which addresses the impact investment losses and Board approved enhancements to our actuarial smoothing methodology will have on future employer contribution rates.

**RESOLUTION OF INTENTION  
 TO APPROVE AN AMENDMENT TO CONTRACT  
 BETWEEN THE  
 BOARD OF ADMINISTRATION  
 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
 AND THE  
 BOARD OF DIRECTORS  
 COASTSIDE COUNTY WATER DISTRICT**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20475 (Different Level of Benefits).  
 Section 21353 (2% @ 60 Modified formula) and Section  
 20037 (Three-Year Final Compensation) are applicable to  
 local miscellaneous members entering membership for the  
 first time in the miscellaneous classification after the  
 effective date of this amendment to contract.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: \_\_\_\_\_  
 Presiding Officer

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date adopted and approved



**EXHIBIT**

California  
Public Employees' Retirement System

**AMENDMENT TO CONTRACT**

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Directors  
Coastside County Water District



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective September 1, 1963, and witnessed August 13, 1963, and as amended effective May 1, 1982, July 12, 2000, April 20, 2001, August 14, 2002 and October 12, 2002 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective October 12, 2002, and hereby replaced by the following paragraphs numbered 1 through 14 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members entering membership in the miscellaneous classification on or prior to the effective date of this amendment to contract and age 60 for local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

## PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after September 1, 1963 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
  - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
  - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
  - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
- 4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Employees other than local safety members (herein referred to as local miscellaneous members).
- 5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
  - a. **SAFETY EMPLOYEES.**
- 6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after October 12, 2002 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
- 7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after October 12, 2002 and not entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354.4 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2.5% at age 55 Modified).
- 8. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21353 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 60 Modified).
- 9. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20042 (One-Year Final Compensation) for those local miscellaneous members entering membership on or prior to the effective date of this amendment to contract.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- b. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
  - c. Section 20965 (Credit for Unused Sick Leave).
  - d. Section 21024 (Military Service Credit as Public Service).
  - e. Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Modified formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.
10. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.
11. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
12. Public Agency shall also contribute to said Retirement System as follows:
- a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
13. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

- 14. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS  
COASTSIDE COUNTY WATER  
DISTRICT

BY \_\_\_\_\_  
LORI MCGARTLAND, CHIEF  
EMPLOYER SERVICES DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk

## **STAFF REPORT**

**To:** Coastside County Water District Board of Directors

**From:** David Dickson, General Manager

**Agenda:** July 13, 2010

Report

Date: July 7, 2010

**Subject:** Approval of Revised Memorandum of Understanding Between Coastside County Water District and Teamsters Local 856

---

### **Recommendation:**

Approve revised Memorandum of Understanding between Coastside County Water District and Teamsters Local 856.

### **Background:**

The Board approved the Memorandum of Understanding (MOU) with the Teamsters Union on November 18, 2008. The MOU specified that new employees would be covered by a combined-contribution retirement program instead of the Public Employee Retirement System (PERS). Based on work subsequent to approval of the MOU, it appears that PERS rules preclude creation of a two-tier retirement program in which some employees are covered by PERS and others are not under a PERS plan. It is possible, however, to create a two-tier system in which new employees are covered by a less expensive PERS plan, leading to significant future savings for the District.

Staff recommends that the Board approve the attached revised MOU specifying that new employees will be covered by a PERS "2% at 60" plan, with benefits calculated based on three-year average final compensation. Employees hired before November 1, 2008 would continue to be covered by the PERS 2% at 55 plan, with benefits calculated on one-year final compensation.

The attached strikeout version of the MOU shows revisions to Article 21, Health and Welfare Benefits and Retirement. Beyond the Article 21 revisions, there are no changes to the language of the MOU the Board approved in November 2008.

### **Fiscal Impact:**

Approval of the revisions will not have any immediate fiscal impact. Creation of a two-tier retirement program will generate savings for the District as new employees are hired.

**MEMORANDUM OF UNDERSTANDING**

**between**

**COASTSIDE COUNTY WATER DISTRICT**

**and**

**TEAMSTERS LOCAL 856**

**for the period**

**July 1, 2008 through June 30, 2011**

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## **PREAMBLE**

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act, California Government Code Section 3500 et. seq. by COASTSIDE COUNTY WATER DISTRICT (District) and Teamsters Local 856 (Union). This agreement shall become effective upon approval by the Board of Directors of the District.

## **ARTICLE 1. RECOGNITION**

The District recognizes the Teamsters Local 856 as the certified majority representative of the employees in the unit consisting of those classifications set forth in the attached Exhibit "A."

## **ARTICLE 2. TERM**

The effective date of this MOU shall be July 1, 2008 through June 30, 2011.

## **ARTICLE 3. DISCRIMINATION**

Neither the District nor the Union will interfere with the right of its employees to become members of or participate in, or to not become members of or participate in, the Union. Neither the District nor Union, nor any of their agents will discriminate against, interfere with, restrain, or coerce any employee because of their membership or lack of membership, or participation or lack of participation in the Union.

## **ARTICLE 4. EMPLOYEE RIGHTS**

### **A. Representation**

Local 856 may designate up to two (2) employees to serve as employee representatives. The Union shall provide the District Manager each calendar year with a list of the designated employee representatives.

Employee representatives shall be granted a reasonable amount of time with pay to investigate and process grievances during working hours, to bring about a prompt disposition of the matter. Before leaving their work location assignment to act as employee representatives, they must first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission will be granted promptly unless absence would cause an undue interruption of work.

Upon entering a work location, an employee representative shall inform the proper supervisor of the general nature of the Union representative's

business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work.

## **B Membership**

Within thirty-one (31) days after the beginning of this Memorandum of Understanding, or within thirty-one (31) days of date of hire, whichever occurs later, each employee of the District covered by this Memorandum of Understanding shall be required as a condition of continued employment to:

- (a) Become and remain a member of the Union, or
- (b) Pay to the Union a service fee in an amount that will be established by the Union each year and communicated to the District Manager. The Union will use the service fee only for the purposes of labor relations' activities.
- (c) Employees who qualify under the National Labor Relations Act for an exemption from (a) or (b) above, will contribute the amount specified in (b) above, to a charity designated by the parties to this Memorandum of Understanding.

### Notification to the Union

The District shall supply the Union with names, classifications and work locations of newly hired employees and terminated employees in represented classes within fifteen (15) calendar days of hire or termination. The District will provide the Union with an up to date seniority and classification list for all bargaining unit employees upon reasonable request.

### Payroll Deduction

During the term of this Memorandum of Understanding, the District will deduct Union dues, service fee or charitable contribution from an employee's wages for any employee covered by this Memorandum of Understanding who has voluntarily provided the District with a written authorization for such deduction. The District shall provide authorization forms to all current and new employees. Such deductions will continue for the term of this Memorandum of Understanding. The monies deducted will be transmitted by the District to the Union within fifteen (15) calendar days of the payroll period pay date.

### Indemnification

The Union understands and agrees that the District assumes no liability in connection with any provision of this Section. Any question as to the correctness of the deductions authorized and made will be a matter to be resolved between the Union and the employee. The Union shall

indemnify and hold the District harmless from any claims, demands, suits or any other action arising from any provisions of this Section.

### **C. Personnel Files**

Personnel files shall be made available for inspection by an employee, or by a Local 856 representative with the written consent of an employee, within a reasonable time (for the purposes of this section 24 hours) after an employee's request and without loss of pay, provided that the employee makes arrangements with the District Manager if the inspection occurs on duty. Upon written request, an employee may obtain copies of the materials subject to inspection. The District may preclude inspection of certain information in accordance with the law, such as background and other pre-employment information, and materials relating to confidential investigations.

The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his personnel file without prejudice to subsequent arguments concerning the contents of such documents.

An employee who disagrees with the contents of a letter of reprimand or warning which is placed in the employee's personnel file may submit a written response thereto and have such response placed in the employee's personnel file.

### **D. Work Access**

A Local 856 representative desiring access to a work location shall state the purpose of the visit and request the District Manager or his/her designee's authorization prior to the intended visit. If authorization for such access is not granted, the Union representative will be informed when time will be made available. Authorized Union representatives may be given access to work locations during working hours solely for the purpose of conducting grievance investigations, posting literature on bulletin boards, and/or observing working conditions. The Union agrees that its representatives will not interfere with operations of the District or any of its facilities.

### **E. Bulletin Boards**

The District shall furnish reasonable bulletin board space to the Union at all work locations. The boards may be used for the following subjects:

1. Union recreational, social and related Union news bulletins;
2. Scheduled Union meetings;

3. Information concerning Union election or results thereof; and
4. Reports of official business of Union, including newsletters and reports of committees.

Any other written material must first be approved and initialed by the District Manager or a designee. Material must be properly posted and shall be timely removed by Union representatives.

## **ARTICLE 5. MANAGEMENT RIGHTS**

Teamsters Local 856 recognizes that the District continues as the sole and exclusive manager of the Districts facilities, having all the power, rights, functions, and authority formerly or usually held by management, except to the extent these are limited by a specific expressed provision of this MOU.

## **ARTICLE 6. WORK CURTAILMENT**

The purpose of this section is to insure that the Health and Safety of the public are not compromised due to a failure of District employees to properly operate and maintain District facilities and equipment.

Under no conditions or circumstances shall the Union or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or in any other type of job action, curtailment of work, restriction of production or restriction of service during the term of this Agreement.

## **ARTICLE 7. WORK SCHEDULE**

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

The District Manager or designee shall determine the work schedule. The District Manager or designee shall schedule employees to work on regular work shifts, having regular starting and quitting times, currently set at 0700 and 1530, with one additional coverage shift from 0800 and 1630. The District Manager may implement a work schedule that provides for weekend work.

The parties have agreed to convene a Customer Service Committee on December 3, 2008 to review how to improve the service levels to the District's customers. Included in this review are the various work shifts and work tasks. In the interim the parties have agreed that the shift from 0800 to 1630 will be staffed by the non-certified and non-standby employees in the bargaining unit. In the event there are no non-certified and no non-standby eligible employees the District may assign other employees in the bargaining unit to work that shift.

## **B. Standby Duty**

Because of the potential consequences of an operating failure in the District's treatment plants and pumping stations, it is necessary that all qualified and certified District employees must be available during non-working hours to receive and respond to emergency calls pursuant to Personnel Manual (11-06) Section 2.07 C. The District Manager may require work specific qualified employees to be on call during non-working hours, including Saturdays, Sundays and holidays.

The District may also contact an employee by phone and each employee who is contacted by phone outside their regular work hours to engage in a work related situation will receive a minimum of thirty (30) minutes of pay.

There will be only one two (2) hour payment for each two hour call out measured home portal to home portal.

Stand-by employees must also be prepared to comply with all District safety and substance abuse policies.

## **C. Changes in Work Shifts**

The District shall have the sole discretion to determine the number, type, duration and start time of regular shifts for any classification and will provide employees a three (3) day notice.

## **D. Lunch and Meal Break**

Lunch and Meal Breaks will be in accordance with Section 2.05 of the Personnel Manual (11-06).

## **ARTICLE 8. OVERTIME**

Overtime is defined as work outside of the employee's regular work hours. It is the District's general policy to avoid the need for overtime work whenever possible. Overtime will be paid in quarter hour increments. All overtime work must be authorized in advance by the appropriate supervisor, except in cases of emergency.

## **ARTICLE 9. COMPENSATORY TIME OFF**

A non-exempt employee may elect to be compensated for overtime with compensatory time off on the basis of 1.5 hours of time off for each hour of overtime worked at the discretion of the immediate supervisor, and approval of the District Manager, with due regard to District needs.

Compensatory time off may be accrued up to a maximum of eighty (80) hours of compensatory time in a calendar year. Once an employee accrues eighty (80) hours of compensatory time off, the employee ceases accruing compensatory time off. Compensatory time off may be carried over from one year to the next but an employee may not have more than 80 hours of compensatory time on the books at any time. Excess compensatory time off shall be considered overtime and paid for on the first paycheck after the accumulated total exceeds 80 hours. An employee, who wishes to use compensatory time off, must fill out a "Leave Request" form. Use of compensatory time off must be approved in advance by the employee's supervisor.

Any employee who separates from District employment shall be paid for all unused compensatory time at the employee's salary at the time of the separation.

## **ARTICLE 10. PROBATIONARY PERIOD**

A. All regular employee initial and promotional appointments to permanent full-time positions shall be subject to a probationary period. The probationary period shall for six (6) months from the date of hire or promotion. An employee's probationary period may be extended by the District Manager, upon recommendation of the employee's immediate supervisor, for a period of up to six (6) months to allow further observation of an employee's work performance or as otherwise appropriate. Periods of time during unpaid absences shall automatically extend the probationary period by the number of days of the absence. Further, periods of time on paid leave exceeding ten (10) working days shall automatically extend the probationary period by that number of days the employee is on leave.

B. Employees may be terminated during the probationary period for any reason and at any time, without cause, without notice, and without any right of appeal.

C. When a permanent employee is promoted, a promotional probationary period shall begin on the effective date of the promotion. During the probationary period of a promoted employee, the department manager may recommend that the employee be demoted to the former position, range and salary if the employee's performance and/or conduct do not meet the standards set for the position to which the employee was promoted. An employee on

promotional probation shall have no rights of tenure in the promotional position and may be returned to his/her former position without cause, without notice and without any right of appeal.

D. Successful completion of the probationary period does not provide the employee any additional, or greater, rights to employment than those held by regular employees.

E. An employee will not under any circumstances have successfully passed probation until the employee receives written notification from the District Manager, prior to the expiration of the employee's probationary period.

## **ARTICLE 11. JOB CLASSIFICATIONS**

### **Classified Positions**

The District Manager, or his/her designee, shall recruit and appoint personnel to classified positions. The District may use any legitimate recruitment procedure for attracting qualified applicants.

The District Manager is the only District employee authorized to hire District employees. All candidates recommended for appointment by a department head are to be interviewed by the District Manager or his/her designee prior to appointment. This includes part-time, temporary, seasonal and promotional appointments.

## **COMPENSATION AND BENEFITS**

## **ARTICLE 12. WAGES**

The District's current Classification Plan and Salary Plan is attached as Exhibit A to this MOU.

## **ARTICLE 13. DEFERRED COMPENSATION PLAN**

Employees may contribute a portion of their salary in accordance with Internal Revenue Service (IRS) regulations to be invested into a Deferred Compensation Plan. Plan information may be obtained from the General Manager or designee.

### **Supplemental Income Trust Fund/SIP 401(k) Plan**

In recognition of the changes in Article 21, for employees hired prior to November 1, 2008 the District shall contribute to the WCT Supplemental Income Trust Fund for the purpose of providing a defined contribution plan for each employee monthly sums to be effective and computed as set forth below:

Effective July 1, 2008 the District shall contribute Forty Eight Dollars (\$48.00) per month for each employee who has worked or been paid for one hundred sixty hours (160) straight-time



hours or more during said month. For employees working less than said one hundred sixty (160) straight-time hours, the payment shall be computed at the rate of Thirty Cents (\$0.30) for each straight-time hour worked or paid for.

Effective July 1, 2009 the District shall contribute Ninety Six Dollars (\$96.00) per month for each employee who has worked or been paid for one hundred sixty hours (160) straight-time hours or more during said month. For employees working less than said one hundred sixty (160) straight-time hours, the payment shall be computed at the rate of Thirty Cents (\$0.60) for each straight-time hour worked or paid for.

Effective July 1, 2010 the District shall contribute One Hundred and Forty Four Dollars (\$144.00) per month for each employee who has worked or been paid for one hundred sixty hours (160) straight-time hours or more during said month. For employees working less than said one hundred sixty (160) straight-time hours, the payment shall be computed at the rate of Thirty Cents (\$0.90) for each straight-time hour worked or paid for.

## **ARTICLE 14. VACATION**

All full time employees (probationary and regular) are eligible to accrue vacation as follows:

<i>Years of Service Completed</i>	<i>Days Of Vacation Earned Annually</i>
One Year service	10 days
Five Years service	15 days
Fifteen Years Service	20 days

Once an employee has reached the maximum cap on accrual for his/her particular years of service, as specified in 3.03.K of the Personnel Manual (11-06), the employee ceases accruing vacation. When the employee's vacation accrual falls below the maximum cap on accrual, the employee will resume accruing paid vacation time.

Part-time regular employees (both benefited and non-benefited) are eligible to accrue vacation leave on a pro rata basis. Temporary, seasonal, and emergency employees are not eligible to accrue paid vacation leave.

Eligible employees begin accruing paid vacation time as of the date of hire. Employees may request to take accrued vacation upon completion of at least six months of continuous service with the District, subject to approval by their supervisor. Employees may not request to take vacation that they have not yet accrued.

If a District-paid holiday falls within the employee's scheduled vacation, the employee will be credited with the holiday pay, and will not be charged vacation for that day.

Employees who separate from District service will be paid for any accrued but unused vacation time at the time of separation from District service.

Use of vacation leave must be approved in advance by the employee’s supervisor. Employees shall give at least two (2) weeks notice of a vacation leave request of five or more days and fill out a “Leave Request” form.

Deficit vacation leave requests (requesting vacation leave when an employee has a negative leave accrual balance) will not be approved. Leave taken in excess of that which is accrued will be considered leave without pay

**ARTICLE 15. HOLIDAYS**

The following are the official District holidays and the date of their observance during which regular full-time employees shall be entitled to receive time off with pay:

<b><i>Holiday</i></b>	<b><i>Date of Observance</i></b>
New Years Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President’s Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran’s Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25
Floating Holiday	

Each employee shall be entitled to one full day “Floating” holiday per calendar year. The floating holiday must (1) be scheduled so as not to interfere with work requirements, and (2) be approved in writing at least 15 days in advance by the employee’s immediate supervisor.

When a holiday falls on a Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

Only full-time probationary and regular employees of the District are eligible to receive paid holidays. Full time employees will be paid eight hours per holiday. Employees working an alternate work schedule, such as a 9/80, will also receive 8 hours of paid leave per holiday.

In addition to the holidays listed above, full-time regular employees who have served at least one full year of continuous employment with the District are entitled to receive two (2) floating holidays per fiscal year. Depending on the date of the anniversary of their appointment, new regular employees will be entitled to receive a pro-rated number of "floating holiday hours" during their first eligible year. Floating holidays may not be carried over to another fiscal year, and are lost unless used prior to the end of the fiscal year. Use of a floating holiday is subject to approval by the employee's supervisor.

## **ARTICLE 16. SICK LEAVE**

### **A. Accrual**

Eligible employees may accrue paid sick leave time off to be used only in the event of the illness or injury of the employee or the employee's family (parent, spouse, domestic partner, or children only), or for the employee's or the employee's family's medical/dental or other appointment with a licensed health care provider for examination or treatment.

Full time employees (regular and probationary) earn paid sick leave at the rate of eight (8) hours for each calendar month of service. Part-time regular employees (both benefited and non-benefited) accrue paid sick leave on a pro-rata basis. Temporary and seasonal employees do not accrue paid sick leave.

### **B. Certification**

If an employee is absent because of illness, he/she must notify his/her supervisor within one half hour of the time the employee is scheduled to report for work. An ill or injured employee is expected to call personally. Should the employee be hospitalized and if for some reason it is not possible to call, the employee must explain the reason upon return to work.

The District typically requires an employee who has been absent from work for three (3) consecutive workdays to provide certification of illness or injury from a healthcare provider before returning to work. As provided for in Section 3.03 of the Personnel Manual (11-06) the District Manager may require such certification after an absence shorter than three days.

### **C. Integration with Workers Compensation Benefits**

An employee receiving workers' compensation insurance benefits will have his/her sick leave, vacation and compensatory time off benefits integrated, unless the employee indicates in writing that the employee does not desire that to occur, so that the employee's pay equals, but does not exceed, the employee's regular straight-time earnings **with employee's permission**.

### **D. Use of Sick Leave**

In cases where the employee knows in advance of the need to take sick leave, the employee shall complete the Leave Request Form in advance of the requested time off and receive approval for the use of sick leave time prior to its use. Employees on unanticipated sick leave shall complete the leave request form immediately upon return to work. The District reserves the right to require a statement from a certified healthcare provider whenever an employee misses work and takes sick leave under this policy. This statement must contain: 1) a verification that the employee had a health justification for his/her absence from work; 2) the beginning and ending dates of the health-related absence; and 3) a statement that the employee is released to work. If the health care provider recommends any work restrictions be placed on the employee, the certification must set forth those restrictions, as well as the anticipated duration of those restrictions. Violation of sick leave provisions will result in disciplinary action.

### **E. Separation From Employment**

Upon separation from District employment, an employee is entitled to receive payment for any unused sick leave pursuant to Section 3.03 A. d. of the Personnel Manual (11-06).

### **F. Sick Leave Abuse**

Sick leave is to be used only in the case of real sickness, disability, medical or dental care for the employee or to attend to the health needs of an immediate family member. If the supervisor finds that an employee is abusing the sick leave program, those findings will be reviewed by the District Manager or designee and presented to the employee. The employee may request the presence of the Shop Steward. The employee shall be notified in writing that he/she will be required to provide a doctor's certification for any additional sick leave. This requirement, once invoked, will remain in effect for a period of six (6) months. At the end of the six month period, the employee and his/her immediate supervisor and the District Manager will review the employee's sick leave record and decide if the requirement should be continued or discontinued. In any case, the employee shall receive a written notice outlining the decision. Failure of an employee to provide a doctor's certification when required under these terms may result in a loss of pay for the day(s) or time in question.

## **ARTICLE 17. OTHER LEAVE WITH PAY**

### **A. Bereavement Leave**

Leave will be granted in accordance with Section 3.03 H. of the Personnel Manual (11-06).

### **B. Jury Duty and Court Witness Leave**

An employee who receives a jury duty summons or a witness subpoena shall bring the summons or subpoena to the employee's supervisor within three (3) working days of receipt so that arrangements can be made to accommodate the employee's need for time off. Employees must keep their supervisors informed of jury or witness service schedule. If called to jury duty or witness duty, any regular full-time employee will be paid up to a maximum of ten (10) working days per year for the working hours lost while on jury or witness duty. Payment for working days lost while on Jury Duty in excess of (10) working days will be at the discretion of the District Board.

This policy does not apply to witnesses testifying as an expert in any matter. Employees wishing to testify as an expert witness must apply for unpaid leave or use vacation, floating holiday, or compensatory time off. For the period of District-paid jury or witness leave, any Court-issued payment, with the exception of travel pay, shall be submitted to the District.

### **C. Military Leave**

Military leave shall be granted in accordance with applicable state and federal law.

## **ARTICLE 18. PERSONAL LEAVE WITHOUT PAY**

The District, in its sole discretion and such discretion is not grievable, may permit employees to be on personal leave without pay for a maximum of six (6) months. Employees must obtain permission in writing for personal leave without pay from the District Manager. Leave without pay in excess of six (6) months will not be granted unless specifically approved by the District Board upon recommendation of the District Manager Engineer. Personal Leave without pay shall be granted only after all other applicable available accrued leave time is exhausted.

Employees on personal leave without pay will not accrue vacation, sick leave or other benefits, or receive service credit. Depending on the length of leave, the employee's anniversary date may be adjusted to thereby delay any scheduled date for salary increase. Health and life insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued but not to exceed thirty (30) days. After thirty (30) days, an employee may elect to continue health insurance benefits at their own expense.

Failure of an employee on leave without pay to report to work promptly at the conclusion of the approved leave without pay shall be considered a voluntary resignation effective as of the scheduled return to work date.

## **ARTICLE 19. INDUSTRIAL INJURY LEAVE**

Incidents involving injury or illness of an employee in connection with District employment must be reported promptly to the employee's supervisor.

Employees suffering injuries in the course and scope of their work may be entitled to workers' compensation benefits in accordance with state law. To the extent that earned compensatory time off, or vacation leave and sick leave time is available, an employee on workers' compensation leave may choose to be paid the difference between his/her full salary and the compensation insurance payment he/she receives. Or, an employee may elect to receive only the workers' compensation benefits to which the employee is entitled under state law rather than have his/her available accumulated leave charged while on workers' compensation leave.

## **ARTICLE 20. SPECIAL PAYMENTS**

### **A. Certificates/Licenses**

When certificates are required for a position, the District will reimburse the employee for the cost of renewing the certificate.

The District will provide reimbursement for employees who renew/maintain their Class B Drivers Licenses that are required by their job description.

Employees who receive certification reimbursement or awards are responsible for keeping that certificate current.

Payment of Certificates will be in accordance with Personnel Rules 2.01

### **B. Safety Shoes**

The District provides an allowance of \$200 /year for safety shoes in conformance with the District's safety policy.

### **C. Meal Allowance**

Employees will be reimbursed in accordance with IRS guidelines.

## **ARTICLE 21. HEALTH & WELFARE BENEFITS AND RETIREMENT**

### **A. Health and Welfare Coverage**

The Health and Welfare coverage for current active employees will be in accordance with Personnel Manual (11-06) Section 4 as of the date the Board of Directors adopts this MoU.

**B. Retirement For Current Active Employees**

The retirement coverage for current active employees hired by the District prior to November 1, 2008 will be in accordance with Personnel Manual (11-06) Section 5 as of the date the Board of Directors adopts this MoU.

**C. Retiree Medical ~~and Retirement for new hires through SIP~~ For Current Active Employees**

For employees hired prior to November 1, 2008 the District shall provide a Medical-After-Retirement benefit in accordance with the MAR Plan as it is currently structured on October 31, 2008.

**D. Retirement For Employees Hired On Or After November 1, 2008**

Employees hired on or after November 1, 2008 shall be enrolled in the Public Employee Retirement System (PERS) 2% at 60 plan, with benefits calculated based on three-year final compensation.

**~~D-E.~~ Supplemental Income Trust Fund/SIP Retiree Medical For Employees Hired On Or After November 1, 2008**

For employees hired on or after November 1, 2008 the District shall contribute to the WCT Supplemental Income Trust Fund for the purpose of providing a post-retirement medical defined contribution plan for each employee monthly sums to be effective and computed as set forth below:

In recognition of the changes in Article 21, for employees hired after November 1, 2008 the District shall contribute to the WCT Supplemental Income Trust Fund for the purpose of providing a defined contribution plan for each employee monthly sums to be effective and computed as set forth below:

Effective November 1, 2008 the District shall contribute Forty Eight Dollars (\$48.00) per month for each employee who has worked or been paid for one hundred sixty hours (160) straight-time hours or more during said month. For employees working less than said one hundred sixty (160) straight-time hours, the payment shall be computed at the rate of Thirty Cents (\$0.30) for each straight-time hour worked or paid for.

Effective July 1, 2009 the District shall contribute Ninety Six Dollars (\$96.00) per month for each employee who has worked or been paid for one hundred sixty hours (160) straight-time hours or more during said month. For employees working less than said one hundred sixty (160) straight-time hours, the payment shall be computed at the rate of Thirty Cents (\$0.60) for each straight-time hour worked or paid for.

Effective July 1, 2010 the District shall contribute One Hundred and Forty Four Dollars (\$144.00) per month for each employee who has worked or been paid for one hundred sixty hours (160) straight-time hours or more during said month. For employees working less than said one hundred sixty (160) straight-time hours, the payment shall be computed at the rate of Thirty Cents (\$0.90) for each straight-time hour worked or paid for.

**E.F. Medicare**

All employees hired after April 1, 1986 shall be required to participate in Social Security's Medicare Coverage Program. The cost of the program will be deducted from the employee's salary.

**F.G. Health and Welfare Committee**

The parties have agreed to convene a Health and Welfare Committee on or about February 1, 2009 to review option to improve the current active and retiree medical plans. Included in this review will be the Consultant from the Local 856 Health and Welfare Trust.

**ARTICLE 22. EVALUATIONS**

All regular employees shall receive an annual performance evaluation. This evaluation will be reviewed with the employee in a pre-planned private counseling session. A copy of the final evaluation shall be given to the employee. All evaluations will be performed in a timely manner, no later than thirty (30) days after the evaluation is due.

**ARTICLE 23. DISCIPLINE**

**A. General Rules of Conduct.**

It is expected that all employees shall render the best possible service and reflect credit on the District. Therefore, the highest standards of professional conduct are essential and expected of all employees.

**B. Disciplinary Actions.**

The District may invoke the following types of disciplinary actions:

1. Oral Counseling or Reprimand;
2. Written Reprimand;
3. Suspension without Pay;
4. Reduction in Pay;
5. Demotion;
6. Disciplinary Probation; and
7. Discharge/Termination

**C. Grounds for Discipline**

Personnel Manual (11-06) Section 6.03 shall be the appropriate authority



for this section C.

## **D Authority to Discipline.**

Any authorized supervisory employee may institute disciplinary action for cause against an employee under his/her supervision in accordance with the procedures outlined in these Rules.

## **E. Pre-Discipline Procedure.**

1. For an oral counseling, oral reprimand or written reprimand, an employee may submit a written response to the discipline which shall be lodged in the employee's personnel file. No further appeal shall be permitted.
2. For all other discipline, the District shall issue a notice of intent to impose discipline, which shall describe the intended discipline, include a summary of the facts on which the intended discipline is based, and attach any documents upon which the intended discipline is based. The notice shall state that the employee has a right to respond, orally and/or in writing, before the discipline is imposed. A meeting with the District Manager or designee who shall be a neutral decision-maker shall be scheduled approximately one (1) week from the date of the notice, unless a different time and/or date is set by mutual agreement. The employee may bring a representative of his/her choice; however, the inability of a particular representative to attend the meeting shall be cause requiring continuance of the meeting. The meeting shall not be an evidentiary hearing, and the employee shall not have the right to call or examine witnesses at this meeting. Rather, the employee shall be provided the opportunity to respond to the charges and to present any new information the employee believes the District should consider.
3. At some reasonable time after the employee has been provided the opportunity to respond to the notice of intent, the District shall render a written decision. If the decision is to issue discipline, the notice shall be a final notice of discipline. The notice shall include the final decision, the effective date of the discipline, and the facts upon which the discipline is based.

## **F. Post-Discipline Appeal**

For suspensions of five (5) working days or more, demotions and terminations, employees shall have the right to appeal from the final notice of discipline.

1. The notice of appeal must be in writing and must be received by the District Manager within seven (7) working days from the date of the final notice of discipline. Failure to timely file a written notice of appeal shall constitute a forfeiture of the employee's right to appeal the discipline.

2. The appeal shall be heard by an independent hearing officer selected by the District.

3. The District shall pay the cost of the hearing officer. Either party or the hearing officer may request that the hearing be transcribed. If the hearing officer or the District requests that a court reporter transcribe the hearing, the District shall pay the cost of the court reporter and one transcript for each party. If only the employee desires that the hearing be transcribed, the employee shall pay the cost of the court reporter and for the cost of the employee's copy of the transcript.

4. The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents and to make findings of fact and conclusions about the discipline. Within two (2) months of the close of the hearing, the hearing officer shall serve a recommended decision on the District Manager and the employee. The hearing officer's decisions must contain detailed findings of fact relating to the disciplinary charges. The decision may include a recommendation regarding outcome, but the final decision regarding discipline rests with the District Manager. After consideration of the hearing officer's recommended decision, the District Manager shall issue a final decision in writing. The District Manager's decision is reviewable by administrative writ of mandamus within the timeframes established by law.

## **ARTICLE 24. GRIEVANCE PROCEDURE**

### **A. Definitions**

A "grievance", shall mean a complaint concerning the interpretation or application of this Memorandum of Understanding. This grievance procedure may not be used for any of the following: to change wages, hours or working conditions; to challenge the content of performance evaluations, to contest discipline; or to challenge a reclassification, layoff, transfer, denial of reinstatement or denial of salary increase. If any party initiates litigation, including but not limited to, administrative proceedings with a state or federal agency such as OSHA, EEOC, DFEH, PERB, etc. concerning a matter which is otherwise subject to the grievance process, the other party may (at their discretion) deem the litigating party as having elected judicial/administrative remedies and waived any rights under this grievance procedure.

A "grievant" is any employee adversely affected by an alleged violation of the specific provisions of the MOU, or the Union, on behalf of one or more represented employees adversely affected by an alleged violation of the specific provisions of the MOU. An employee has the right to the assistance of a representative in the preparation of a written grievance and to be represented in all grievance meetings.

## **B. Procedure**

1. Grievances must be in writing, and initiated within ten (10) working days following the occurrence, or knowledge of the events on which the grievance is based. Failure to do so will result in the grievant being barred from advancing the grievance. A grievance, or a copy of the grievance, should be provided to the grievant's supervisor and the District Manager.

### 2. Elements of a Grievance

The written grievance should include:

- a. a description of the specific facts and grounds upon which the grievance is based including the names, dates, and places necessary for a complete understanding of the grievance;
- b. a specific explanation of how the grievant has been adversely affected;
- c. listing of the provisions of the MOU which are alleged to have been violated;
- d. a listing of specific actions requested by the grievant of the District which will remedy the grievance, including a specific dollar amount, and the basis for the dollar amount, of any alleged damages at issue, provided the employee has access to relevant financial data;
- e. a statement declaring self representation or the selection of representation by the Union for said grievance
- f. the printed name and signature of the grievant
- g. the name, address and telephone number of the persons(s) to whom notices may be sent regarding the grievance; and
- h. date of grievance

Grievances that fail to include these elements may not be considered or appealed unless the District waives this section.

### 3 Waiver of Timelines

Any level or review, or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing. If a particular grievance is of an unusual or unique nature, which may place it outside the scope of authority of an immediate supervisor, the grieving party may contact the District Manager to determine the appropriate level for filing such grievance. The determination of the District Manager in this regard shall be final.

### 4. Level I - Informal Resolution

It is the intent to deal with and resolve grievances informally, at the nearest practical organizational level, and as promptly and fairly as possible.

An employee who has a grievance shall first try to settle it through discussions with the employee's immediate supervisor. The immediate supervisor shall respond within thirty (30) working days which may be extended ten (10) working days with notice to the grievant. Any decisions rendered shall be consistent with the authority to do so.

#### 5. Level II – District Manager

If the employee is not satisfied with the outcome of the informal resolution, the employee may file a formal written appeal to the District Manager within five (5) working days after the date a decision was rendered by the supervisor. The appeal shall contain an explanation why the grievant believes the decision of the supervisor was unsatisfactory.

In considering the grievance the District Manager or designee may, but is not required, to schedule a meeting with the grievant and/or other relevant persons. If the District Manager or designee schedules a meeting, the District Manager or designee shall have the right to decide how the meeting is conducted. The meeting shall not be a formal hearing, and examination and cross-examination of witnesses typically shall not be permitted.

The District Manager or designee shall submit a written decision within the later of either twenty (20) working days after receipt of the grievance or the grievance meeting(s).

#### 6. Level III – Appeal to Non-Binding State Mediation

If the Union is dissatisfied with the District Manager's or designee's response, the Union has the sole right to appeal the decision by submitting a request for non-binding mediation. The appeal must be received by the District Manager within ten (10) working days of the District Manager's or designee's response to the grievance.

The Union and District shall attempt to agree upon a mediator. If no agreement can be reached, they shall request that the State Conciliation Service to supply a mediator experienced in hearing grievances involving public employees.

If either the District or the Union so requests, a mediator shall hear the merits of any issue raised regarding process first. No hearing on the merits of the grievance will be conducted until the issue of process has been decided.

The mediator shall, as soon as possible, hold a hearing and hear evidence regarding the grievance.

Following the hearing, and receipt of post-hearing written argument, if any, the mediator shall submit written findings if requested by both parties and a non-binding recommendation to the District's Board of Directors. The District

Manager and the Union shall receive a copy. The Board of Directors may

accept, reject or modify the recommendation(s). The Board shall issue a written decision which shall be provided to the Union. The decision of the Board of Directors shall be final.

**ARTICLE 25. FULL UNDERSTANDING**

A. The parties agree that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.

B. Except as specifically otherwise provided herein, it is agreed that neither the District nor Union shall be required to meet and confer with respect to any subject or matter covered in this MOU

C. All Ordinances, Resolutions, Rules and Practices not inconsistent with this MOU, whether known by the parties at the time this MOU was negotiated and signed or not, shall not be superseded, modified or repealed by implication or otherwise by this MOU.

**ARTICLE 26. SEVERABILITY**

If any provisions of this agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

-----  
CCWD General Manager

-----  
Teamsters, Local 856

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## EXHIBIT "A"

### **JOB CLASSIFICATIONS & SALARY STRUCTURE**

Effective the pay period closest to July 1, 2008 the classifications listed below will receive an across the board wage increase of Three point Two percent (3.2).

Effective the pay period closest to July 1, 2009 the classifications listed below will receive an across the board wage increase determined by the Consumer Price Index movement, with a minimum of three percent (3.0%) and a maximum of five percent (5.0%). For the purposes of this increase the SF-Bay Area Index W, 82-84=100 April 2008 to April 2009 will be measured. For identification purposes the April 2008 index stood at **217.913** points.

Effective the pay period closest to July 1, 2010 the classifications listed below will receive an across the board wage increase determined by the Consumer Price Index movement, with a minimum of three percent (3.0%) and a maximum of five percent (5.0%). For the purposes of this increase the SF-Bay Area Index W, 82-84=100 April 2009 to April 2010 will be measured.

On or about July 1, 2010 the District will do a market survey of the bargaining unit classifications and share the results of the survey with the Union.



## ***STAFF REPORT***

**To:** Coastside County Water District Board of Directors

**From:** David Dickson, General Manager

**Agenda:** July 13, 2010

Report

Date: July 8, 2010

**Subject:** General Manager's Report

---

### **Recommendation:**

None. Information only.

### **Background:**

For this month's report, I would like to highlight the following:

#### **1. Water Reclamation Update**

There's no progress to report with regard to developing a recycled water agreement between SAM and CCWD. We are waiting for SAM to respond to the principles of agreement the CCWD Board approved on February 9, 2010.

On May 24, 2010, the SAM board approved a budget which provides no funding for any recycled water project activities in Fiscal Year 2010-2011.

#### **2. Mercury Found in Fish Taken from Crystal Springs Reservoir**

A July 7 front-page article in the *San Francisco Chronicle* (copy attached) cited a study that found high mercury levels in fish taken from Crystal Springs Reservoir. It is important to note, as pointed out in the article, that fish concentrate mercury and other contaminants and that the presence of mercury in fish does not indicate that there are unsafe levels of mercury in the water.

The District analyzes samples from all of its raw and treated water streams annually for mercury, and we have never had a result above the detection limit of the analysis. Mercury level in the most recent Crystal Springs sample in February 2010 was below the analytical detection limit of 1 part per billion. Drinking water standards set the maximum allowable level of mercury in treated water at 2 parts per billion. Based on our data, therefore, there should be no concern over mercury in our water.

## Mercury found in fish from S.F. water supply

Kelly Zito, Chronicle Staff Writer

Wednesday, July 7, 2010



[More...](#)

When researchers wanted to test largemouth bass at Lower Crystal Springs Reservoir for mercury levels, the reservoir's managers in San Francisco figured the scientists were simply looking for a clean sample to compare with toxic results at other spots.

Instead, the study showed that the fish in the San Mateo County lake - which collects rainwater as well as water piped in from Yosemite's Hetch Hetchy reservoir - had some of the highest mercury levels in the state.

Now, the San Francisco Public Utilities Commission, which oversees Crystal Springs and the rest of the sprawling network that supplies drinking water to 2.5 million people in San Francisco, San Mateo, Santa Clara and Alameda counties, is trying to find the source of the heavy metal, a neurotoxin that can cause developmental damage in children and brain, lung and kidney problems in adults.

"It was a big surprise," said Tim Ramirez, manager for natural resources and land management at the commission's water enterprise division. "We're going to jump on it and try to find out what's going on."

### No swimming

Mercury contamination in predator fish like the bass does not indicate that the water itself is unsafe for drinking or swimming - though the 22.6 million-gallon Crystal Springs has long been off-limits to swimming, fishing and boating to protect drinking water quality. The naturally occurring mineral becomes hazardous when it interacts with bacteria that thrive in low-oxygen environments. The bacteria change the mercury into methyl mercury, which is consumed by microscopic organisms at the low end of the food chain. As each creature is in turn eaten by a bigger creature, the mercury becomes more concentrated.

The study was done by researchers at the San Francisco Estuary Institute, who released the results of the landmark, \$1.5 million, two-year project in June. They sampled sport fish at nearly 300 popular fishing lakes in California for methyl mercury, PCBs, DDT and other contaminants. Twenty-one percent of the lakes, including Crystal Springs, had at least one fish species with mercury concentration above 0.44 parts per million - a level considered unsafe for ingestion by young children and women of child-bearing age. Less than 1 percent of the lakes had similar levels of PCBs, a set of highly noxious chemicals now

banned but once used commonly in electronic components and coolants.

## Understanding risks

The data is the first step in a broader effort to understand chemical pollution in California's lakes, as well as risks it poses to humans and wildlife.

At many of the lakes, the mercury results weren't wholly unexpected. San Jose's Almaden Lake, which had the highest fish mercury levels in the state, is in a geological zone rich with mercury, extracted during the 1800s for its ability to bind with gold. Fishing is allowed at Almaden, but signs in several languages warn against eating fish pulled from that lake and others in the area. To help control mercury levels at Almaden, the Santa Clara Valley Water District is aerating the water - adding oxygen to reduce the bacteria that mixes with mercury to form the toxic methyl mercury.

The Crystal Springs watershed, however, doesn't have a history of mercury mining, said the report's lead author Jay Davis, senior scientist at the institute.

"It is one of the more contaminated lakes in a pristine watershed," he said.

## Pollution from afar

Mercury in the Crystal Springs area may be coming from a source other than local sediments, according to Davis and Ramirez. Both men theorize that instead of leaching out of rocks and soil, the mercury may be wafting across the Pacific Ocean from China. China relies heavily on energy from coal-fired plants, a major source of mercury pollution.

"It's still possible that geology in the (Crystal Springs) watershed could contribute to the contamination we see, but it seems like a case where atmospheric deposition might play a role," Davis said.

Through the institute's partnership with the State Water Resources Control Board, scientists will continue to monitor the mercury levels in fish at Crystal Springs and elsewhere. The San Francisco PUC, meanwhile, is consulting with other regional water and land management agencies about the Crystal Springs results. Ramirez said the utility is particularly interested in air-monitoring programs in the Central Valley that are tracking west-to-east air pollution patterns.

"It's not of immediate concern to people right now, but we want to know what's happening," Ramirez said. "That said, if it's airborne pollution from a global source, that's going to be hard for us to do something about."

E-mail Kelly Zito at [kzito@sfchronicle.com](mailto:kzito@sfchronicle.com).

<http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2010/07/07/MNU41E4CR4.DTL>

This article appeared on page **A - 1** of the San Francisco Chronicle

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# Mercury found in fish from S.F. water supply

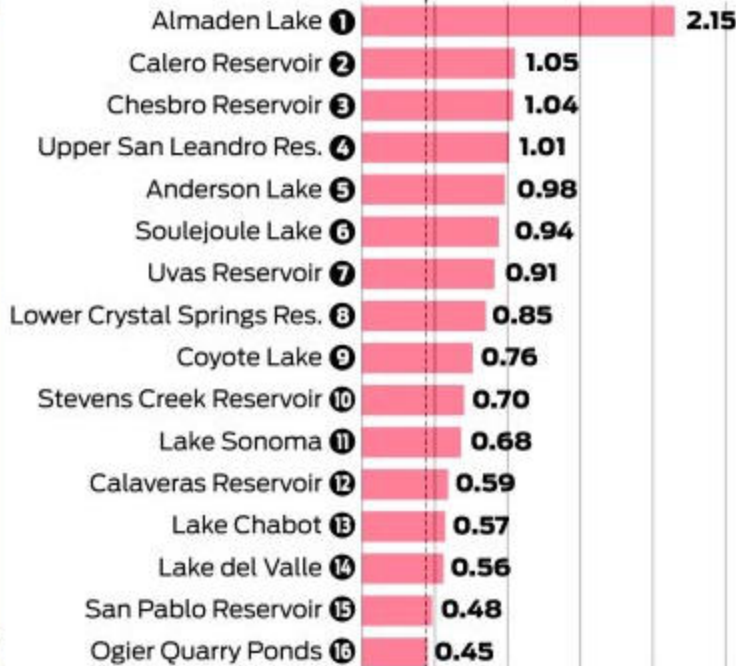
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## Bay Area lakes and reservoirs with fish showing unsafe levels of mercury contamination

Fish were found in the following lakes with levels of mercury that were above 0.44 parts per million which would make the fish unsafe for consumption.



Source: San Francisco Estuary Institute

John Blanchard / The Chronicle

## **MONTHLY REPORT**

**To:** David Dickson, General Manager  
**From:** Joe Guistino, Superintendent of Operations  
**Agenda:** July 13, 2010

**Report**  
**Date:** July 7, 2010

---

### **Monthly Highlights**

#### PG&E Rates

Staff-initiated changes in PG&E rate classifications will save the District about \$40,000 annually in energy costs.

#### Half Moon Bay Tank 1

This tank was drained and inspected and is in need of immediate repairs and coating.

#### Crystal Springs Improvements

The new pump control system installed by Calcon Systems to replace obsolete controls damaged by lightning last year has completed testing and is working great.

### **Source of Supply**

Crystal Springs, Pilarcitos Reservoir, Denniston Water Treatment Plant (WTP) and Denniston Wells were the major source of supply for the month of May.

### **Systems Improvement**

#### Beautification

- Two trees were removed at El Granada Tank 1 and one removed at El Granada Tank 3. In addition, trees at both sites and at Nunes WTP were trimmed.
- Trees were planted at the sites where the old trees were removed.
- Crews performed needed weed abatement in Pilarcitos Canyon around our well sites.
- Non construction sites cleaned up at Nunes WTP.
- Work truck cleaned up and put in order.
- All vehicles washed.
- Nunes road weed abatement.
- Pump house at El Granada Tank 1 painted.
- Area around septic tanks at Nunes graded.

### Crystal Springs Improvements

We ran the Crystal Springs PS from 14-16 to test the operation of the a.) new main check valve, b.) new soft starts, c.) valve repairs and, most importantly, d.) new control system. All worked well.

### El Granada PS #1

A new pump with extra capacity was installed at this station. We now have the ability to pump water at 230 gpm up to El Granada Tank 2. We will be installing a similar pump at the Tank 2 pump station this month.

### Denniston Tank Recirculation and Chlorine Booster Station

Crews continue to work on this in-house project that will give us the ability to boost the chlorine in Denniston Tank when the treatment plant is off line without having to climb the tank. Trenching and installation of plumbing and electrical conduit was done in June.

### **Update on Other Activities:**

#### Denniston WTP

Deposits of iron rich sediments in Denniston Reservoir are causing issues with treatment. We have had to shut down the plant five times this month from either highly turbid iron rich waters disrupting the treatment process, high tank level (can't move water south fast enough), or lack of water due to the farmer's irrigation. Treatment staff is conducting tests to determine the best way to treat the iron rich turbid water.

#### PG&E Rates

I had PG&E do a survey of the energy rate classifications at all of our sites and they found that some of our sites were in the wrong rate category. We made the changes and should see an annual savings of about \$40K in our energy bill. Over \$20K of that is at Crystal Springs PS.

#### Backflow

I have been working with Don Patterson, our backflow technician on bringing the many businesses without backflow into compliance. We are committed to having backflow devices on all businesses that could pose a risk to our system. We are presently working with the owners of Strawflower Plaza to get Reduced-Pressure Principle (RP) backflow devices per the District's policies.

### Half Moon Bay Tank 1

This tank was taken off line, drained and inspected in June by staff and the District Engineer Jim Teter. The internal lining was sloughing off in large sheets but the exposed metal was in good shape. The cathodic protection system, while damaged in some places, is doing a good job at protecting the tank. The outside chime is severely deteriorated and the deterioration has migrated under the tank. Staff will be recommending replacement of the chime as well as new internal and external coating.

### Mainline Extension

The contractor started the Chesterfield Ave. mainline extension on 24 June.

### Meter Issues

Some of the large meters that were modified with new internal machinery or with new registers during the installation of the AMRs have under read or failed completely. Investigation has shown that these meters were modified with refurbished parts from old meters. We are in discussions now with National Meter and Automation as to how they will mitigate this issue. The meters affected were with the Cabrillo Unified School District and Canada Cove.

### Cabrillo Highway Pedestrian Walkway

CCWD Staff has been working with the City and the contractors to ensure that the El Granada Pipeline is protected and secure during construction of the pedestrian walkway north of Main Street.

### Water Quality Complaints

We received 9 customer complaints on water quality or low pressure this month as follows:

Date	Complaint		Resolution	
1st	Bitter Taste	Patrick Way	Sampled site. Did not find any problems. Water tasted fine	
3rd	Low Pressure	Patrick Way	Same as above. Pressure 50 psi at home.	
16th	Brown Water (2)	Shelter Cove	Denniston Start up. Very light tint. Cleared up in a few hours	
23rd	Taste	Erin Lane	Sampled site. Customer new to area and water has different taste from previous location.	
25th	Brown Water	Chesterfield	Contractor working in area.	

			Cleared up
25th	Brown Water (2)	Shelter Cove	Fire department training. We requested that they notify us first next time.
29th	Low Pressure	San Juan	Pressure 70 psi in neighborhood.

## **Safety/Training/Inspections/Meetings**

### Meetings Attended

9 June - Annual California Utilities Emergencies Association (CUEA) in San Ramone. Topics included the Baja and Haiti earthquake response and cyber security.

10 June - STI meeting with KG Walters, EKI and treatment staff.

16 June - Met with staff on communication within the District.

17 June - Met with Treatment Staff and Maintenance Supervisor to discuss Denniston strategies to mitigate the high iron laden waters. We decided that in lieu of flushing, we could build the intake designed by Carollo Engineers.

23 June - Finance Committee meeting

25 June - Met with Tom Hageman, the landowner adjacent to El Granada Tank 1, to discuss his lot line adjustment where part of his home is on our property.

### Safety

Finalized the latest version of the District's Emergency Communication and Response Plan and distributed to Staff.

### Safety Training

This month's training was on Lock Out/Tag Out and Trenching and Shoring. Donovan, Damrosch, Winch, Twitchell, and Duffy were in attendance.

## **Department of Public Health (DPH)**

### Nunes CT Credits

The DPH responded very favorably to our formal request for increased CT credit at Nunes WTP. They sent us a letter not only allowing us the credit, but commended us for our continued efforts to improve water quality on the coastside. See attached letter.



## **Projects**

### Tank Recoating Projects

Half Moon Bay Tank 1 (HMB Tank 1) – The tank internal coating was inspected and found to be peeling off of the sidewalls in large sheets. Although the exposed metal was not pitting, we will still need to replace the lining. The outside chime is 80% gone and the bottom of the tank is severely rusted at the edges. We will have to repair this condition by installing an annular ring around the entire tank. We will have to enlarge the man way, install another for compliance purposes, repair the hatch, close up the side vents and possibly improve the main vent. We also plan to remove the external, non OSHA compliant ladder and instead of replacing it, install catwalks from HMB Tank 2 and 3.

Alves Tank – We are presently preparing RFPs for the external coating and ladder/hatch repairs for this tank as well as the external and internal work for HMB Tank 1 above.

### Denniston Intake

Staff has reviewed the intake plans designed by Carollo in 2008 and we feel that we can do this construction in-house. I will be initiating the CEQA process this week and will be coordinating with the farmer as to when we can drain the reservoir. We hope to construct the intake during this year's dredging operation to minimize the downtime for the reservoir.

### Nunes Short Term Improvement Project

- The new caustic and polymer containment areas were coated with enduroflex.
- The alum and caustic systems were relocated to a temporary location to facilitate demolition of the old pads and removal of no longer needed electrical conduits. The plant was shut down for 8 hours during the transferal of chemicals from the old tanks to the temporary facilities. The old alum tank was removed from the site.
- The containment area and tank pads for the alum and sodium hypochlorite tanks and feed systems were poured in June. The stairs were also installed.

### Pilarcitos Blending Station

We have pursued quotes for the electrical work and have been working on the RFP for this project. The valve has been ordered and is still 4 weeks out. We expect to go out to bid on this project in July.

### Crystal Springs Vault Lid

I am presently putting together an RFP package for this project and expect to go out to bid in July.

### Crystal Springs Painting

We are presently soliciting bids for this project. Prebid walk through will be on 14 July and bid opening will be on Tuesday, 3 August.



MARK B HORTON, MD, MSPH  
Director

State of California—Health and Human Services Agency  
California Department of Public Health



ARNOLD SCHWARZENEGGER  
Governor

June 30, 2010

Mr. Joe Guistino  
Superintendent of Operations  
Coastside County Water District  
766 Main Street  
Half Moon Bay, CA 94019

Dear Mr. Guistino:

**REQUEST FOR INCREASED CT CREDIT – NUNES WATER TREATMENT PLANT  
Coastside County Water District, Water System No. 4110011**

This letter is in response to your written request on April 30, 2010 to utilize the existing pipeline from the Nunes Water Treatment Plant (Nunes WTP) clearwell to the Half Moon Bay (HMB) Tank 3 as well as part of the tank itself to increase the contact time to the Nunes WTP treatment process. The intent of utilizing the pipeline and HMB Tank 3 for additional contact time is to delay the addition of chlorine disinfectant until after the filtration process to reduce disinfection by-products formation.

The Nunes WTP is a conventional filtration plant that currently includes pre-disinfection, injection of caustic soda and aluminum sulfate prior to the static mixer, rapid mixer, flocculation and sedimentation tanks, injection of cationic polymer prior to four dual media filters, injection of caustic soda and post-disinfection prior to storage within the 270,000 gallon clearwell and the three Half Moon Bay Tanks. Inactivation of *Giardia lamblia* cysts, viruses, and Cryptosporidium is achieved within the flocculation and sedimentation basin, filters and the clearwell.

In an effort to reduce disinfection by-products formation, CCWD installed an on-line chlorine analyzer after HMB Tank 3 (the first storage tank after the clearwell) to continuously monitor the chlorine residual leaving the tank so that the volume maintained within the storage tank may be used as part of the CT calculations and allow CCWD to reduce or eliminate the addition of sodium hypochlorite until organic materials have been removed by the flocculation, sedimentation and filtration processes.

The Department commends CCWD for its continued efforts to improve the water quality served to your customers. Delaying the addition of sodium hypochlorite until after the filters will reduce disinfection by-products formation and help CCWD comply with the Stage 2 Disinfectant and Disinfection By-Products Rule. The Department hereby approves CCWD's request to delay the addition of chlorine disinfectant until after the filtration process and include the storage volume

maintained within the Half Moon Bay Tank 3 as part of the CT calculation under the following conditions.

1. Coastside County Water District shall provide reliable treatment to water from its surface water and groundwater under the influence of surface water supply that meets a minimum total reduction of 99.9% (3 log) for *Giardia lamblia* cysts, 99.99% (4 log) for viruses, and 99% (2 log) for Cryptosporidium through the filtration and disinfection processes at all times. When the Nunes WTP is operated in accordance with a Department approved Operations Plan and the performance monitoring, design, reliability, and operational requirements appropriate to conventional filtration, the filtration process is credited with providing 2.5 log *Giardia lamblia* cysts, 2 log Cryptosporidium, and 2 log virus removal. Based upon the overall reduction requirements specified above, the inactivation requirements for the Nunes WTP are 90% (0.5 log) *Giardia lamblia* cysts and 99% (2 log) for virus through the disinfection process.
2. The flow rate through each filter shall not exceed 6 gpm/ft<sup>2</sup> at any time.
3. The turbidity level of the combined filter effluent shall be less than or equal to 0.3 NTU in at least 95 percent of the measurement taken each month and shall not exceed 1 NTU for more than 1 continuous hour.
4. The turbidity level in the combined filter effluent at four-hour intervals shall never exceed 1 NTU.
5. The turbidity level of the combined filter effluent shall not exceed 1.0 NTU for more than 8 consecutive hours while the Nunes Water Treatment Plant is operating.
6. Filtration rates shall be increased gradually when placing filters back into service following backwashing or other interruption in the operation of the filter.
7. When any individual filter is placed back into service following backwashing or other interruption event, the filtered water turbidity of the effluent from that filter shall not exceed any of the following:
  - a. 2.0 NTU at any time during the first four hours of filter operation following all interruption events.
  - b. 1.0 NTU at any time during the first four hours of filter operation following at least 90 percent of the interruption events during any consecutive 12 month period.
  - c. 0.5 NTU at the time that the filter has been in operation for 4 hours.
8. Coastside County Water District shall comply with the disinfection requirements at all times. Compliance with the disinfection inactivation requirements will be determined using the CT concept.
9. Coastside Count Water District shall measure and record the disinfectant residual concentration of the water being delivered to the distribution system continuously. If there is a failure of continuous disinfection residual monitoring equipment, grab sampling every four hours may be conducted in lieu of continuous monitoring, but for no more than five working days following the failure of the equipment.

10. In addition to complying with the CT disinfection requirements, CCWD shall comply with the following performance standards:
  - a. Water delivered to the distribution system shall not contain a disinfectant residual of less than 0.2 mg/L for more than four hours in any 24 hour period.
  - b. The residual disinfectant concentrations of samples collected from the distribution system shall be detectable in at least 95 percent of the samples taken each month that the system serves water to the public.
  
11. Coastside County Water District shall measure the residual disinfectant concentration at least at the same points in the distribution system and at the same time as total coliforms are sampled in accordance with Section 64421, Title 22, California Code of Regulations.

The Department looks forward to working with you on many more improvement projects related to the CCWD treatment and distribution system. If you have any questions regarding this letter, please feel free to contact Ms. Van Tsang at (510) 620-3602.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Lacy". The signature is fluid and cursive, with a large loop at the end of the last name.

Eric Lacy, P.E.  
District Engineer  
Santa Clara District  
Drinking Water Field Operations Branch  
Department of Public Health

cc: San Mateo County Environmental Health Department

# Monthly Report

**To:** David Dickson, General Manager  
**From:** Cathleen Brennan, Water Resources Analyst  
**Agenda:** July 13, 2010  
**Subject:** Water Resources Report

This report is provided as an update on water resources activities. The report includes the following items:

- Fall Schedule of BAWSCA sponsored Landscape Classes (class list attached)
- Indoor Water Efficiency Ordinance Update
- Half Moon Bay Precipitation Table
- List of Meetings

**Fall Schedule of BAWSCA Sponsored Landscape Classes**

Customers of Coastside County Water District can take advantage of a series of FREE landscape education classes offered by BAWSCA, during August, September and October. A list of class descriptions, with dates, times and locations are attached to the staff report. The landscape education concentrates on becoming more water efficient by encouraging native plants, efficient irrigation and alternatives to lawn (turf).

**Indoor Water Efficiency Ordinance**

The Indoor Water Use Efficiency Ordinance was published in the Half Moon Bay Review on 5/19/2010. It has also been posted on the District’s website on the conservation page.

**Half Moon Bay Precipitation Table**

Precipitation for Half Moon Bay														
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total	
<b>Historic Average</b>	1.3	3.4	3.7	5.5	4.8	3.9	1.6	0.6	0.2	0.0	0.1	0.3	25.4	
	2009			2010										
<b>Water Year 2010</b>	3.4	0.4	2.6	6.4	3.0	2.2	4.2	2.0	0.3				24.5	
	2008			2009										
<b>Water Year 2009</b>	0.5	2.4	2.6	0.9	8.7	2.8	0.3	1.0	0.1	0.1	0.1	0.4	19.9	
	2007			2008										
<b>Water Year 2008</b>	1.8	0.9	3.2	8.8	2.7	0.3	0.2	0.1	0.0	0.1	0.1	0.1	18.3	
	2006			2007										
<b>Water Year 2007</b>	0.2	3.2	4.2	0.7	5.3	0.8	1.6	0.4	0.1	0.3	0.0	0.2	17.0	

## □ **List of Meetings**

Department of Water Resources – Urban Baseline Methodologies – SB-7x7- 3/8/2010  
Pilarcitos IRWMP Workgroup Meeting – 3/9/2010  
California Urban Water Conservation Council – Cost Effectiveness Workshop – 3/11/2010  
California Urban Water Conservation Council – Plenary – 3/17/2010  
Bay Area Water Supply and Conservation Agency – Water Resources Database – 3/17/2010  
East Bay Municipal Utilities District - Bay Area Graywater Roundtable – 3/18/2010  
Silicon Valley Water Conservation Awards – 3/22/2010  
EPA WaterSense – New Partner Welcome – 3/23/2010  
Bay Area Water Supply and Conservation Agency – Water Resources – 3/24/2010  
EPA WaterSense – WaterSense Homes – 3/25/2010  
AWWA – Water Efficiency Certification Committee – 3/29/2010  
DWR – SB7x-7 – Urban Stakeholder Committee – 4/15/2010  
CUWCC – Education Committee – 4/27/2010  
Graywater and rainwater catchment – Reycleworks San Mateo – 5/6/2010  
Savewater Alliance Inc Australia- Hydrant Use Tracking – EBMUD – 5/7/2010  
Bay Area Water Supply and Conservation Agency - DSS Model – 5/11/2010  
Safety – CPR/AED/First Aid – 5/12/2010  
Employee Meeting – 5/18/2010  
AWWA – Water Use Efficiency Certification Committee – 5/19/2010  
CUWCC Representation Committee Meeting – 5/24/2010  
Statewide CUWCC Water Use Efficiency Meeting – 5/27/2010  
DWR – SB7x-7 – Urban Stakeholder Committee – 6/1/2010  
Bay Area Water Supply and Conservation Agency – UWMP 2010 – 6/17/2010  
DWR – SB7x-7 – Urban Stakeholder Committee – 6/22/2010  
CUWCC Representation Committee Meeting – 6/28/2010

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# FREE Landscape Education Classes

## Fall 2010 Class Schedule and Description

Aug. 5 <sup>th</sup> 6-9pm	<b>Composting for Healthy Soil &amp; Water Efficiency – Instructor, Alane Weber:</b> Compost increases soil health and water holding capacity while decreasing erosion. Learn the process for backyard composting using kitchen & garden waste.	Mountain View
Aug. 7 <sup>th</sup> 10am-1pm	<b>Replace your Thirsty Lawn with Ca. Natives – Instructor, Deva Luna:</b> Learn the benefits of using California native plants as alternatives to your lawn. Create a natural habitat that is beautiful and conveys a sense of place.	Sunnyvale
Aug. 7 <sup>th</sup> 9am-12n	<b>No Fuss Landscape Beautification – Instructor, Melinda Rose:</b> Learn how sustainable garden practices can save you money and resources! Create or enhance your garden with beautiful, low maintenance plants.	Daly City
Aug. 21 <sup>st</sup> 10am-12n	<b>Water-Efficient Drip Irrigation – Instructor, Lori Palmquist:</b> Learn about basic drip irrigation design and installation, choosing the right components, watering techniques, and system maintenance for your landscaping.	Fremont
Aug. 21 <sup>st</sup> 9am-12n	<b>Lawn Removal, Alternatives and Management – Instructor, Frank Niccoli:</b> Find out how replacing lawns appropriately can provide beautiful landscapes and reduce maintenance costs.	San Bruno
Aug. 21 <sup>st</sup> 10am-1pm	<b>Creating the Illusion of a Lush Garden – Instructor, Leigh Gronet:</b> Learn design techniques for creating a lush look with California natives, grasses, and drought-tolerant plants.	Sunnyvale
Aug. 25 <sup>th</sup> 7-9pm	<b>Water Conserving Techniques in the Garden – Instructor, Stephanie Morris:</b> Learn about the garden's natural cycles for sustainability, the use of California native plants, water conserving strategies, and innovative materials.	San Jose
Aug. 28 <sup>th</sup> 9am-12n	<b>Alternatives to Lawns – Instructor, Patricia Evans:</b> Transform your traditional lawn into a beautiful water-efficient landscape! Discover how California native grasses, flowering shrubs, and perennials save water and convey a sense of place with their natural beauty.	Menlo Park
Sept. 4 <sup>th</sup> 9am-12n	<b>Lawn Removal, Alternatives, and Management – Instructor, Frank Niccoli:</b> Find out how replacing lawns appropriately can provide beautiful landscapes and reduce maintenance costs.	Mountain View
Sept. 11 <sup>th</sup> 9am-12n	<b>Using California Natives as an Alternative to your Lawn – Instructor, Peigi Duvall:</b> Find out how to select the California Natives that will thrive and create beauty in your garden.	San Bruno
Sept. 15 <sup>th</sup> 7-9pm	<b>Landscaping with California Native Plants – Instructor, Sherri Osaka:</b> Discover the beauty of California native plants to create a low-maintenance and water-efficient garden. Take control of your water use to reduce your water bill!	San Jose
Sept. 18 <sup>th</sup> 10am-1pm	<b>Slow the Flow – Instructor, Sherri Osaka:</b> Find out how to control your water use to reduce your water bill by installing drought-tolerant plants and low-cost rainwater harvesting and greywater systems.	Sunnyvale

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# FREE Landscape Education classes

## Fall 2010 Class Schedule and Descriptions, cont'd.

- |                                    |  |               |
|------------------------------------|--|---------------|
| Sept. 18 <sup>th</sup><br>1pm-4pm  | <b>Replace your Thirsty Lawn with Ca. Natives – Instructor, Deva Luna:</b> Learn the benefits of using California native plants as alternatives to your lawn. Create a natural habitat that is beautiful and conveys a sense of place.             | Milpitas      |
| Sept. 25 <sup>th</sup><br>9am-12n  | <b>Use of California Natives in the Landscape– Instructor, Peigi Duvall:</b> Find out how to select water-wise plants to create beauty that sustains you and your garden.  | Belmont       |
| Sept. 25 <sup>th</sup><br>9am-12n  | <b>California Native Plants for the Bay Area Garden – Instructor, Chris Todd:</b> Discover California's vast array of native plant species suitable for the home garden. Learn about soil preparation for healthy plant growth and sustainability. | Hayward       |
| Sept. 25 <sup>th</sup><br>9am-12n  | <b>Holistic Landscape Planning and Management – Instructor, Frank Niccoli:</b> Learn about plant selection and care, soil preparation, integrated pest management, and efficient irrigation techniques.  | Menlo Park    |
| Sept. 25 <sup>th</sup><br>10am-1pm | <b>Replace your Thirsty Lawn with California Natives – Instructor, Deva Luna:</b> Learn the benefits of using California native plants as alternatives to your lawn. Create a natural habitat that is beautiful and conveys a sense of place.      | Sunnyvale     |
| Sept. 30 <sup>th</sup><br>6-9pm    | <b>Landscaping with California Natives – Instructor, Deva Luna:</b> This class will provide design tips on the use of California native plants that thrive in your area.   | Mountain View |
| Oct. 9 <sup>th</sup><br>10am-1pm   | <b>Water-Efficient Irrigation Techniques for the Garden – Instructor, Lori Palmquist:</b> Learn water-conserving irrigation strategies and how to evaluate your irrigation system for upgrades to make your garden thrive!                         | Sunnyvale     |
| Oct. 16 <sup>th</sup><br>9am-12n   | <b>Water-Efficient Irrigation Techniques for the Garden – Instructor, Lori Palmquist:</b> Learn water-conserving irrigation strategies and how to evaluate your irrigation system for upgrades to make your garden thrive!                         | Mountain View |
| Oct. 16 <sup>th</sup><br>10am-1pm  | <b>Slow the Flow – Instructor, Sherri Osaka:</b> Find out how to control your water use to reduce your water bill by installing drought-tolerant plants, and low-cost rainwater harvesting and greywater systems.                                  | Sunnyvale     |
| Oct. 23 <sup>rd</sup><br>9am-12n   | <b>Holistic Landscape Planning and Management – Instructor, Frank Niccoli:</b> Learn about plant selection and care, soil preparation, integrated pest management, and efficient irrigation techniques.  | Palo Alto     |
| Oct. 21 <sup>st</sup><br>7-9pm     | <b>Water-Wise Landscape Design – Instructor, Alrie Middlebrook:</b> Learn how to design a sustainable, low-maintenance, and water-conserving garden, and how to select and incorporate the native plants that are right for your yard.             | Millbrae      |
| Oct. 30 <sup>th</sup><br>10am-1pm  | <b>Creating the Illusion of a Lush Garden – Instructor, Leigh Gronet:</b> Learn design techniques for creating a lush look with California natives, grasses, and drought-tolerant plants.  | Sunnyvale     |