

Rubidoux Community Services District

Board of Directors

John Skerbelis, President
Hank Trueba Jr., Vice-President
Bernard Murphy
Armando Muniz
F. Forest Trowbridge

General Manager

Brian R. Laddusaw



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING

Thursday, January 18, 2024, at 4:00 PM

During this regular meeting of the Rubidoux Community Services District Board of Directors, members of the public will have the choice to attend and address the Board in person or attend and address the Board via Zoom.

Members of the public wanting to attend and/or address the Board virtually may do so by using the Zoom App or website for free at: <https://zoom.us/>

- Meeting ID is **994 957 9980**
- Passcode is: rcsd
- Call into the meeting number 1-669-444-9171

Only one person at a time may speak by telephone or Zoom and only after being recognized by the President of the Board.

Closed Session: At any time during the regular session, the Board may adjourn to a closed executive session to consider matter of litigation, personnel, negotiations, or to deliberate on decisions as allowed and pursuant with the open meetings laws. Discussion of litigation is within the Attorney/Client privilege and may be held in closed session.

Authority: Government code 11126-(a) (d) (q).

ADDITIONS TO THE AGENDA

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require a two-thirds vote of the entire Board, or, if fewer than two-thirds of the members are present, a unanimous vote of those members present, making findings that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the posting of the agenda.

1. **CALL TO ORDER** – John Skerbelis, President
2. **PLEDGE OF ALLEGIANCE** – General Manager
3. **ROLL CALL** – General Manager
4. **PUBLIC COMMENTS**

Members of the public are encouraged to address the Board of Directors. Anyone who wishes to speak on an item not on the published agenda must submit a comment request card to the General Manager or designee. Each speaker should begin by identifying themselves for the record and is allowed up to five minutes.

No one may give their time to a speaker during the public comment period of the meeting. It is requested that all present refrain from any action that might disrupt the orderly course of the meeting. Coarse, crude, profane, or vulgar language, or unsolicited comments from the audience, which disrupts or disturbs the Board meeting, may result in exclusion from the meeting.

The Ralph M. Brown Act, Government Code 54950, et. seq. prohibits members of the Board of Directors from taking formal action or discuss items not on the published agenda. As a result, immediate response to public comment may be limited.

5. **CONSENT CALENDAR**

Consent Calendar items are expected to be routine and non-controversial and are to be acted upon by the Board by one motion, without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar for further discussion, it will be moved to the first item on the Action Agenda.

- A. Approval of Minutes for January 4, 2024, Regular Meeting
- B. Consideration to Approve January 19, 2024, Salaries, Expenses and Transfers
- C. **DM 2024-04:** Consider Updates to Certain Policies of the Rubidoux Community Services District Employee Handbook
- D. **DM 2024-05:** Consider Approval of Participation Agreement with Developer Related to Offsite Sewer Improvements for Tract No. 33617

6. **CORRESPONDENCE AND RELATED INFORMATION**

7. **REPORTS**

- A. Operations Report (Second Meeting Each Month)

- B. Emergency and Incident Report (Second Meeting Each Month)
- C. General Manager and Staff Reports / Updates
- D. Committee Reports

8. ACTION / DISCUSSION ITEMS

- A. **DM 2024-06:** Consider Purchase and Sale Agreement with the City of Jurupa Valley to Acquire .28-Acres of Vacant Land for the Construction of the Goldenwest Booster Station

9. DIRECTORS COMMENTS AND REQUESTS

10. NEXT MEETING

Thursday, February 1, 2024, at 4:00 p.m.

11. ADJOURNMENT

Any person with a disability who requires a modification or accommodation in order to participate in this meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the Rubidoux Community Services District Board of Directors during the meeting, should contact the Rubidoux Community Services District Administrative Department, at (951) 684-7580 or admin@rcsd.org, no fewer than two (2) business days prior to this meeting to enable the Rubidoux Community Services District to make reasonable arrangements to assure accessibility or language assistance for this meeting.

DECLARATION OF POSTING

I, Brian Laddusaw, General Manager and Board Secretary to the Rubidoux Community Services District, certify that a copy of this has been posted in the District's main office, 3590 Rubidoux Blvd., Jurupa Valley, and on its website no less than seventy-two (72) hours before the start of the meeting.



Brian Laddusaw
General Manager-Secretary

4. **PUBLIC COMMENTS**

5. CONSENT CALENDAR

A. Approval of Minutes for January 4, 2024, Regular Meeting

**RUBIDOUX COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS**

**MINUTES OF REGULAR MEETING
Thursday, January 4, 2024**

DIRECTORS PRESENT: Bernard Murphy
John Skerbelis
Hank Trueba, Jr.
F. Forest Trowbridge

DIRECTORS ABSENT: Armando Muniz

STAFF PRESENT: Brian Laddusaw, General Manager
Kirk Hamblin, Director of Finance and Administration
Miguel Valdez, Director of Operations
Martha Perez, Customer Service/Accounts Payable
Manager
Melissa Trujillo, HR Generalist/Safety and Facilities
Coordinator

VISITORS (SIGNED IN): None

ITEM 1. CALL TO ORDER

The meeting of the Board of Directors of the Rubidoux Community Services District by President Skerbelis, at 4:00 P.M., Thursday, January 4, 2024, in-person and by teleconferencing at the District's Administrative Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

ITEM 2. PLEDGE OF ALLEGIANCE – General Manager

ITEM 3. ROLL CALL – General Manager

ITEM 4. PUBLIC COMMENTS

No public comments.

ITEM 5. CONSENT CALENDAR

- A. Approval of Minutes for December 21, 2023, Regular Meeting
- B. Consideration to Approve January 5, 2024, Salaries, Expenses and Transfers

- C. **DM 2024-01:** Consider Revisions to the Rubidoux Community Services District Credit Card Policy

Director Murphy moved, and Director Trueba seconded to approve the Consent Calendar as presented.

Roll call:

Ayes – 4

Noes – 0

Abstain – 0

Absent – 1

The motion was carried 4-0-0-1.

ITEM 6. CORRESPONDENCE AND RELATED INFORMATION

None.

ITEM 7. REPORTS

- A. **Operations Report** (Second Meeting Each Month)
- B. **Emergency and Incident Report** (Second Meeting Each Month)
- C. **General Manager and Staff Reports / Updates**

General Manager Brian Laddusaw commented on the Form 700's the Board of Directors and District Officials will need to complete by March 1, 2024. He also commented on the employee wages paid out during the coronavirus (Covid-19) pandemic. Detailed information was provided to the Board via memorandum.

- D. **Committee Reports**

There were no Committee Meetings to report.

ITEM 8. ACTION/DISCUSSION ITEMS.

- A. **DM 2024-02:** Consider Awarding a Construction Contract for a Backwash Supply Pipeline and Other Miscellaneous Improvements to the Leland Thompson Water Treatment Facility

BACKGROUND:

The existing Leland J. Thompson Water Treatment Plant ("Plant") removes manganese from raw water conveyed to the Plant from Well 1A and Well 18. The Plant was recently expanded to

include an ion exchange filtration system for removal of per- and polyfluoroalkyl substances (“PFAS”) from Well 1A and Well 18 downstream of the manganese filtration system, as well as water from Well 8 which does not require manganese removal.

The normal Plant operating pressure within the iron and manganese filtration system and ion exchange filtration system ranges between 130 psi and 170 psi, and the maximum pressure rating of the ion exchange filtration system is 175 psi. During construction of the new ion exchange filtration system, it was observed that high pressure surges within the existing iron and manganese filtration system resulted in pressure drops down to 20 psi followed by pressure spikes of 200 psi in a matter of 10 to 15 seconds. These surges are noticed throughout the water transmission and distribution system, including upstream of the iron and manganese filtration system and at the ion exchange filtration system. These high-pressure surges caused the existing 12" diameter raw water (“RW”) pipeline in 34th Street to move during construction of the Well 8 RW pipeline tie-in connection causing the need to shut down the system for worker safety during the tie-in procedure. Additionally, these pressure surges have caused water transmission pipeline ruptures in the Loring Ranch residential neighborhood on the west side of Mission Boulevard, quite a distance from the Plant. The high-pressure surges have also contributed to the bursting of a high-pressure relief rupture disc on one of the ion exchange filtration system vessels during commissioning of the Ion Exchange Filters. The District has spent over \$50,000 making repairs thought attributable to the pressure surges.

Each of the three existing iron and manganese filter vessels are equipped with five dual-acting pneumatically actuated (air-to-open and air-to-close) isolation valves to control the filter operation modes, including filtration, backwash, and rinse (purge) modes. Preliminary evaluation by District staff indicates the pressure surges may have been caused by the filter vessel rinse valves closing too fast after the rinse cycle is complete.

A portion of the original pneumatic actuators have been replaced since the system was placed into operation. The replacement actuators are not equipped with adjustable stops to limit the opening position of the valves and are from a different manufacturer than the original actuators. In addition, some of the actuators, including original and replacement actuators, have been equipped with air flow control valves (throttle check valves) to control the opening and closing speed of the valves. However, since the actuators are from multiple manufacturers and only some actuators are equipped with air flow control valves, it is believed that the filter isolation valves open and close at different speeds. This makes it difficult to adequately troubleshoot the pressure surge issue.

Each iron and manganese filter is equipped with an electronic, diaphragm-type effluent rate of flow control valve to limit the maximum flow rate of each filter vessel. However, the rate of flow control valves is hydraulically held in the full-open position at all times to avoid the effluent of each vessel being erroneously restricted during backwash and rinse modes of operation. The District has determined the effluent rate of flow control valves can remain in the full-open position at all times since the Plant is operating substantially below its maximum rating as each filter is rated for a maximum flow rate of 2,500 gpm.

In January 2023 under Director’s Memorandum 2023-06 the board awarded a Task Order to Krieger and Stewart Engineers to perform an in-depth study of on-going pressure surge issues at the Leland Thompson Water Treatment Facility. The work product from this analysis was a Final Technical Memorandum.

The Final Technical Memorandum was issued on July 11, 2022, and included several recommendations to remedy the pressure surge issues at the plant which were presented to the District by Krieger and Stewart in a meeting towards the end of July 2022.

Several of the tasks in the memorandum were operational in nature and District Field Staff made the suggested improvements to the Plants operations. These improvements have provided an incremental improvement in the surge problems at the Plant but have not completely solved them. In section 3 of the memorandum Krieger and Stewart recommends installation of a new backwash supply pipeline to be constructed in 34th street:

“Obtaining backwash supply water from just the east distribution system pipeline will not reduce the high-pressure surges to the same extent as obtaining backwash supply water from both the west and east distribution system pipelines but will allow filter backwash to commence while still discharging treated water from the Plant to the distribution system. Ultimately, the proposed interconnecting pipeline will provide greater operational flexibility for the various flow rate demands.”

Well 2 has levels of Perchlorates and Nitrates which exceed the Maximum Contaminate Level (“MCL”). To resolve this, water from Well 2 is blended in a pipeline which runs from the Thompson Plant to Avalon Street along the 34th Street alignment. Currently there is a valve which must be closed while Well 2 is running to prevent water from Well 2 entering the Distribution System without proper blending with the water from the Thompson Plant. The District engaged Krieger and Stewart under DM 2023-06 to design a bypass pipeline which will allow water to enter the plant from both the east and west side of the distribution system while Well 2 is in operation. Plans were completed in September 2023, but Staff asked Krieger and Stewart to add additional items to the bid set after the initial plans were prepared as they can be completed by the contractor while they are already working on the project saving the cost of doing it under a change order or by a separate contract which will have additional mobilization costs.

The additional improvements include re-routing a pipe so the rinse water from the backwash is not discharged into the system but rather into the waste tank on the Leland Thompson site. Furthermore, the District needs to provide additional valving and piping so when pulling regulatory water quality samples for Well 8 the required flushing before sampling Well 8 can discharge into the waste tank at the Thompson Plant rather than onto Daly Street, causing potential flooding of neighboring properties on Daly Street. Although Well 8 is several blocks from the Thompson Plant, the valving and additional piping can be located at the Thompson Plant where raw water from Well 8 enters the Thompson Plant.

The District advertised this project in the Press Enterprise and invited several contractors to bid on the project. Six Prime Contractors attended the Job Walk but only one contractor submitted a timely bid. The contractor submitting the bid is G & A Nelos (“Nelos”), the contractor that just finished the Market Street Water Pipeline relocation Project. The District is very pleased with the quality of Nelos’ work and has no reservations about granting this work to them. The bid submitted by Nelos has been found to be in order and is in the amount of \$534,000. Staff recommends a 10% Construction Contingency be added to this in the amount of \$53,400. This brings the total construction contract cost to \$587,400. Krieger and Stewart reviewed the contract documents and found them in order, providing a memo recommending the District award the contract to Nelos. A second contractor did prepare a bid but missed the deadline for submitting

the bid, so their bid was disqualified. As a point of reference, their bid was found to be higher than that submitted by Nelos.

The District is purchasing the new butterfly valves associated with this project and having them installed by the contractor (Owner Furnished, Contractor Installed or “OFCI”). The District obtained a quote from Core & Main for these valves in the amount of \$56,972.52. No contingency is necessary on the purchase of these valves.

During construction, the District will need construction oversight, submittal review, inspection, soils work during compaction of trenches and surveying work provided. The District requested a proposal from Krieger and Stewart for this work. Krieger and Stewart’s proposal for this work is \$159,800 of which \$6,176 is the cost of the additional engineering design mentioned above which was requested by the District. As this proposal is for more hours than it will likely take there is no contingency necessary and a Not to Exceed Task Order will be issued. It is highly likely the total amount authorized will not be exceeded as the project is expected to take less than the 12 weeks utilized to prepare the proposal.

The total cost of this project is \$804,172.52 as outlined below:

Construction Contract		
Bid amount:		\$ 534,000.00
Contingency	10%	\$ 53,400.00
Valves		\$ 56,972.52
Construction Oversight		\$ 159,800.00
Total Authorization		\$ 804,172.52

Budget Considerations:

Included in the District’s FY 2023|2024 Water Replacement Project Budget is Line 6 ‘LT WTF Fe/Mn System Backwash Pipe’ in the amount of \$335,000. This amount is insufficient to cover the cost of this work and will require a budget amendment. Staff recommends the Board amend the District’s FY 2023|2024 Water Replacement Project Budget from \$335,000 to \$805,000, an addition of \$470,000, with the excess funding coming from the District’s Water Fund Unrestricted Operating Reserve Fund. As of January 4, 2024, the District’s Water Fund Unrestricted Operating Reserve Fund has a balance of approximately \$5 million, which is more than sufficient to cover this budget amendment.

Director Murphy moved, and Director Trueba seconded to approve the following:

1. Amend the District’s FY 2023|2024 Water Replacement Project Budget Line 6 from \$335,000 to \$805,000 and include a transfer from the District’s Water Fund Unrestricted Operating Reserve Fund in the amount of \$470,000.
2. Sign a contract with G&A Nelos for Construction of the Leland Thompson Water Treatment Facility Backwash Supply Pipeline.
3. Issue a Purchase Order to Core & Main for \$56,972.52 for the purchase of the necessary valves.

3. Issue a Task Order in a not to exceed amount of \$159,800 to Krieger and Stewart under Master Agreement RCSD 2022-02 to prepare the plans and documents for the installation of the Water Bypass Pipeline.

Roll call:

Ayes – 4

Noes – 0

Abstain – 0

Absent – 1

The motion was carried 4-0-0-1.

- B. DM 2024-03:** Consider Riverside Local Agency Formation Commission Call for Nominations – Alternate Special District Member – Countywide

BACKGROUND:

The Riverside Local Agency Formation Commission (“LAFCO”) has a seven-member commission comprised of two members representing the County of Riverside, two members representing Cities within Riverside County, two members representing Special Districts within Riverside County, and one member representing the Public. There is one alternate for each member type and commissioners serve four-year terms. Of the two members representing Special Districts, one comes from the western portion of the county, and one comes from the eastern portion of the county. The Rubidoux Community Services District (“District”) lies within the western region.

On December 14, 2023, staff received correspondence from LAFCO indicating a vacancy of its Regular Special District Member – Eastern Area representative and its countywide Alternate Special District Member (Attachment A). The purpose of the correspondence was a call for nominations to fill the two vacant positions. Since the District lies within the western region, the District will only be able to nominate a Board of Director (“Director”) for the Alternate Special District Member. The nomination period began Friday, December 15, 2023, and will close Tuesday, February 13, 2024. Any Director of the District may be nominated to fill the Alternate Special District Member position. The term of this position will run until May 1, 2028.

The process recommended for the Board to consider is as follows:

1. Determine which Director or Directors, if any, are interested in being considered for the Alternate Special District Member – Countywide.
2. Deliberate and identify which Director from the District is to be nominated.
3. Authorize the Board President to sign on behalf of the District the Special District Selection Committee 2024 Nomination Form completed with the name of the District’s selected Board Member.

The Nomination Form is due to LAFCO no later than February 13, 2024. If LAFCO receives more than one nominee, LAFCO will send out to each Special District a ballot to vote for one of the nominees.

Attachment A goes into more details regarding the process. It is recommended Board Members review this in preparation of considering a nominee at the Board's regularly scheduled Board Meeting on January 4, 2024.

Director Skerbelis moved, and Director Trueba seconded to approve the following:

1. Nominate Director Murphy for the LAFCO Alternate Special District Member – Countywide election.
2. Authorize the Board President to execute the Nomination Form for Director Murphy and submit to LAFCO.
3. Authorize the General Manager to seek contact information for the elected officials of all Special Districts in Riverside County from LAFCO

Roll call:

Ayes – 3

Noes – 1

Abstain – 0

Absent – 1

The motion was carried 3-1-0-1.

ITEM 9. DIRECTOR'S COMMENTS AND REQUESTS

Director Murphy commented on the transient population surrounding the District Administration Office. He also commented on the drainpipe clogging issues off Arbuckle. He asked District staff to assess the issue and provide an update on the next Board meeting. Director Trueba commented on the City's interest to discuss Burrtec's current contract with the District.

ITEM 10. NEXT MEETING

Thursday, January 18, 2024, at 4:00 P.M.

ITEM 11. ADJOURNMENT

President Skerbelis adjourned the meeting at 4:26 P.M.

5. CONSENT CALENDAR (continued)

B. Consideration to Approve January 19, 2024, Salaries, Expenses and Transfers

RUBIDOUX COMMUNITY SERVICES DISTRICT
JANUARY 18, 2024 (BOARD MEETING)
FUND TRANSFER AUTHORIZATION

NET PAYROLL 1/19/24	81,100.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 1/22/24	30,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 1/22/24	6,300.00
WIRE TRANSFER: TO CREDIT UNION	5,400.00
WIRE TRANSFER: PERS RETIREMENT	21,000.00
WIRE TRANSFER: SECTION 125	299.99
WIRE TRANSFER: SECTION 457 AND 401(A)	2,000.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

1/19/2024 WATER FUND TO GENERAL FUND-Payables	79,284.30
WATER FUND TO GENERAL FUND-Trash	212,762.00
WATER FUND TO SEWER FUND	122,920.61
 SEWER FUND TO GENERAL FUND-Payables	 145,257.42
 BUDGET ADMIN WATER FUND TO GENERAL FUND FY23-24 Q2	 241,750.00
BUDGET ADMIN SEWER FUND TO GENERAL FUND FY23-24 Q2	144,000.00
BUDGET ADMIN TRASH FUND FY23-24 Q2	127,000.00
BUDGET ADMIN FIRE FUND FY23-24 Q2	22,250.00
 BUDGET PROP TAX TO SF FY23-24 Q2	 12,500.00
BUDGET PROP TAX TO WF FY23-24 Q2	195,500.00
BUDGET PROP TAX TRASH TO GF FY23-24 Q2	29,750.00
BUDGET PROP TAX GENERAL TO GF FY23-24 Q2	36,500.00

INTERFUND TRANSFERS:

1/19/2024 SEWER FUND CHECKING TO LAIF SEWER ML	3,432.00
LAIF SEWER OP TO SEWER FUND CHECKING	154,432.00
GENERAL FUND CHECKING TO LAIF PROP TAX	744,712.00
GENERAL FUND CHECKING TO LAIF FIRE MITIGATION	538.00
GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	1,141,321.40
WATER FUND CHECKING TO LAIF WATER OP	128,512.00
WATER FUND CHECKING TO LAIF WATER ML	4,488.00

NOTES PAYABLE

<u>DESCRIPTION</u>	<u>BALANCE</u>		<u>PAYMENT</u>	<u>DUE DATE</u>
U.S. Bank Trust (1998 COP's Refunding)	690,000	Prin.	690,000	Dec-24
U.S. Bank Trust (1998 COP's Refunding)	35,190	Intr.	17,595	Jun-24
MN Plant-State Revolving Loan	3,193,541	Prin.	141,050	Jul-24
MN Plant-State Revolving Loan	448,418	Intr.	41,048	Jul-24
2022 Obligations	3,261,158	Prin.	320,355	Jul-24
2022 Obligations	467,492	Intr.	49,733	Jul-24

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account			Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
1	AIRGAS / AIRGAS USA, LLC							5505031275
TNK RNTL		12/31/2023	N	N		01/30/2024	12/31/2023	\$0.00
01/18/2024					N			\$114.76
2	AIRESPRING / AIRESPRING							180005636
PHN CHRGS		12/16/2023	N	N		01/15/2024	12/16/2023	\$0.00
01/18/2024					N			\$496.81
3	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CL31661-0267
WTR ANALYSES		12/29/2023	N	N		01/28/2024	12/29/2023	\$0.00
01/18/2024					N			\$36.00
4	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CL31660-0267
WTR ANALYSES		12/29/2023	N	N		01/28/2024	12/29/2023	\$0.00
01/18/2024					N			\$180.00
5	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CL31521-0267
WTR ANALYSES		12/27/2023	N	N		01/26/2024	12/27/2023	\$0.00
01/18/2024					N			\$57.87
6	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CL31516-0267
WTR ANALYSES		12/27/2023	N	N		01/26/2024	12/27/2023	\$0.00
01/18/2024					N			\$81.00
7	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CL31512-0267
WTR ANALYSES		12/27/2023	N	N		01/26/2024	12/27/2023	\$0.00
01/18/2024					N			\$188.70
8	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40024-0267
PFAS ANALYSES		01/02/2024	N	N		02/01/2024	01/02/2024	\$0.00
01/18/2024					N			\$1,000.00
9	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40030-0267
WTR ANALYSES		01/02/2024	N	N		02/01/2024	01/02/2024	\$0.00
01/18/2024					N			\$1,500.00
10	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40165-0267
WTR ANALYSES		01/03/2024	N	N		02/02/2024	01/03/2024	\$0.00
01/18/2024					N			\$58.00
11	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40166-0267
WTR ANALYSES		01/03/2024	N	N		02/02/2024	01/03/2024	\$0.00
01/18/2024					N			\$45.00
12	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40167-0267
WTR ANALYSES		01/03/2024	N	N		02/02/2024	01/03/2024	\$0.00
01/18/2024					N			\$39.00
13	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40168-0267
PFAS ANALYSES		01/03/2024	N	N		02/02/2024	01/03/2024	\$0.00
01/18/2024					N			\$750.00
14	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40169-0267
WTR ANALYSES		01/03/2024	N	N		02/02/2024	01/03/2024	\$0.00
01/18/2024					N			\$1,750.00
15	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40170-0267
WTR ANALYSES		01/03/2024	N	N		02/02/2024	01/03/2024	\$0.00
01/18/2024					N			\$135.00
16	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40171-0267
WTR ANALYSES		01/03/2024	N	N		02/02/2024	01/03/2024	\$0.00
01/18/2024					N			\$156.00

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number					Check #			Discount
GL Date	Immediate GL Account				Credit Card	CC Reference #	Payment Date	Total Invoice
17	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40172-0267
WTR ANALYSES	01/03/2024	N	N			02/02/2024	01/03/2024	\$0.00
01/18/2024				N				\$596.81
18	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40173-0267
WTR ANALYSES	01/03/2024	N	N			02/02/2024	01/03/2024	\$0.00
01/18/2024				N				\$297.28
19	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40174-0267
WTR ANALYSES	01/03/2024	N	N			02/02/2024	01/03/2024	\$0.00
01/18/2024				N				\$464.80
20	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40175-0267
WTR ANALYSES	01/03/2024	N	N			02/02/2024	01/03/2024	\$0.00
01/18/2024				N				\$222.77
21	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40176-0267
WTR ANALYSES	01/03/2024	N	N			02/02/2024	01/03/2024	\$0.00
01/18/2024				N				\$76.87
22	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40177-0267
WTR ANALYSES	01/03/2024	N	N			02/02/2024	01/03/2024	\$0.00
01/18/2024				N				\$45.00
23	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40242-0267
PFAS ANALYSES	01/05/2024	N	N			02/04/2024	01/05/2024	\$0.00
01/18/2024				N				\$302.00
24	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40243-0267
WTR ANALYSES	01/05/2024	N	N			02/04/2024	01/05/2024	\$0.00
01/18/2024				N				\$1,750.00
25	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40244-0267
WTR ANALYSES	01/05/2024	N	N			02/04/2024	01/05/2024	\$0.00
01/18/2024				N				\$4,000.00
26	BAVCO / BAVCO							251136
PARTS/BACKFLOW	12/29/2023	N	N			01/28/2024	12/29/2023	\$0.00
01/18/2024				N				\$268.52
27	BUSINESS / BUSINESS TELECOMMUNICATION SYSTI							20831
TELEPHONE	01/04/2024	N	N			02/03/2024	01/04/2024	\$0.00
01/18/2024				N				\$374.07
28	CALIFORNIA UNDERGROUND / CALIF UNDERGROUN							23-242291
DIG SAFE	01/01/2024	N	N			01/31/2024	01/01/2024	\$0.00
01/18/2024				N				\$35.38
29	C WELLS / C. WELLS PIPELINE MATLS, INC							SIN23-4234
PARTS	12/22/2023	N	N			01/21/2024	12/22/2023	\$0.00
01/18/2024				N				\$1,254.15
30	FERGUSON / FERGUSON ENTERPRISE INC #1350							0844209
PARTS	12/26/2023	N	N			01/25/2024	12/26/2023	\$0.00
01/18/2024				N				\$345.90
31	GRAINGER / GRAINGER							9950115320
PARTS	01/03/2024	N	N			02/02/2024	01/03/2024	\$0.00
01/18/2024				N				\$90.81
32	HACH CO. / HACH COMPANY							13867047
MAG ANALYZER	01/02/2024	N	N			02/01/2024	01/02/2024	\$0.00
01/18/2024				N				\$4,131.00

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PO Number					Check #			Discount
GL Date		Immediate GL Account			Credit Card	CC Reference #	Payment Date	Total Invoice
33	HACH CO. / HACH COMPANY							13867383
PUMP CLAMP		01/02/2024	N	N			02/01/2024 01/02/2024	\$0.00
01/18/2024					N			\$13.41
34	HERCULES / HERCULES INDUSTRIES, INC							122335
LOCKS		12/22/2023	N	N			01/21/2024 12/22/2023	\$0.00
01/18/2024					N			\$567.12
35	HOME EXPO FINANCIAL / HOME EXPO FINANCIAL							10166100-04
RFND OVR PYMT		12/28/2023	N	N			01/27/2024 12/28/2023	\$0.00
01/18/2024					N			\$195.94
36	HOME DEPOT / HOME DEPOT CREDIT SERVICES							005727/2020622
SUPPLIES		01/05/2024	N	N			02/04/2024 01/05/2024	\$0.00
01/18/2024					N			\$103.94
37	HOME DEPOT / HOME DEPOT CREDIT SERVICES							003206/4040102
SUPPLIES		01/03/2024	N	N			02/02/2024 01/03/2024	\$0.00
01/18/2024					N			\$252.54
38	INFOSEND / INFOSEND, INC							243602
CCR PRNT/MAIL		07/14/2023	N	N			01/03/2024 07/14/2023	\$0.00
01/18/2024					N			\$4,373.32
39	INFOSEND / INFOSEND, INC							253949.A
DEC.23*POSTAGE		12/31/2023	N	N			02/03/2024 12/31/2023	\$0.00
01/18/2024					N			\$2,732.86
40	INFOSEND / INFOSEND, INC							253949.B
DEC.23*BILL PRINT		12/31/2023	N	N			02/03/2024 12/31/2023	\$0.00
01/18/2024					N			\$817.43
41	KH METALS / KH METALS & SUPPLY							0657389-IN
PARTS		12/29/2023	N	N			01/28/2024 12/29/2023	\$0.00
01/18/2024					N			\$205.59
42	KRIEGER & STEWART / KRIEGER & STEWART, INC.							49119.A
WTR CNSLT		12/27/2023	N	N			01/26/2024 12/27/2023	\$0.00
01/18/2024					N			\$5,249.25
43	KRIEGER & STEWART / KRIEGER & STEWART, INC.							49119.B
RCSD TRACK 32721		12/27/2023	N	N			01/26/2024 12/27/2023	\$0.00
01/18/2024					N			\$3,740.75
44	KRIEGER & STEWART / KRIEGER & STEWART, INC.							49119.C
DISTRICT@JURUPA		12/27/2023	N	N			01/26/2024 12/27/2023	\$0.00
01/18/2024					N			\$158.25
45	LILLESTRAND / LILLESTRAND LEADERSHIP CONSUL							7936
CNSLT.BECK/VALDEZ		12/31/2023	N	N			01/30/2024 12/31/2023	\$0.00
01/18/2024					N			\$1,000.00
46	LOCKWOOD, KENNETH / LOCKWOOD, KENNETH							20230103
PHYSICAL		01/03/2024	N	N			02/02/2024 01/03/2024	\$0.00
01/18/2024					N			\$115.00
47	LOPEZ, JOSE / LOPEZ, JOSE							20230102
PHYSICAL		01/02/2024	N	N			02/01/2024 01/02/2024	\$0.00
01/18/2024					N			\$83.20
48	MASTER'S / MASTER'S SERVICES (GLACIER)							0000000920802
BTL WTR		01/04/2024	N	N			02/03/2024 01/04/2024	\$0.00
01/18/2024					N			\$64.00

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PO Number					Check #			Discount
GL Date		Immediate GL Account			Credit Card	CC Reference #	Payment Date	Total Invoice
49	MERIT OIL / MERIT OIL COMPANY							817665
GASOLINE		12/21/2023	N	N		02/03/2024	12/21/2023	\$0.00
01/18/2024					N			\$1,480.78
50	MERIT OIL / MERIT OIL COMPANY							818736
GASOLINE		12/27/2023	N	N		01/11/2024	12/27/2023	\$0.00
01/18/2024					N			\$1,034.15
51	MCVEIGH, PATRICIA / McVEIGH, PATRICIA C							69
MIN. SEPT.23"-NOV.23		01/05/2024	N	N		02/04/2024	01/05/2024	\$0.00
01/18/2024					N			\$1,237.50
52	ROYAL INDUSTRIAL / ROYAL INDUSTRIAL SOLUTIONS							6441-1110195
PARTS		12/28/2023	N	N		01/27/2024	12/28/2023	\$0.00
01/18/2024					N			\$15.16
53	ACORN / ACORN TECHNOLOGY SERVICE							10944
JAN.24"IT SUPT		01/01/2024	N	N		01/21/2024	01/01/2024	\$0.00
01/18/2024					N			\$5,473.50
54	ALADDIN / ALADDIN CLEANING SVC INC							20240101
JAN.24"CLNG SVC		01/01/2024	N	N		01/01/2024	01/01/2024	\$0.00
01/18/2024					N			\$1,690.00
55	AT&T / AT&T							000021079103
PHN CHGS		01/07/2024	N	N		02/13/2024	01/07/2024	\$0.00
01/18/2024					N			\$518.92
56	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40293-0267
WTR ANALYSES		01/05/2024	N	N		02/04/2024	01/05/2024	\$0.00
01/18/2024					N			\$18.00
57	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40294-0267
WTR ANALYSES		01/05/2024	N	N		02/04/2024	01/05/2024	\$0.00
01/18/2024					N			\$180.00
58	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA40259-0267
PFAS ANALYSES		01/05/2024	N	N		02/04/2024	01/05/2024	\$0.00
01/18/2024					N			\$302.00
59	BRINKS / BRINKS INC.							12500125
JAN 24' ARMRD		01/01/2024	N	N		01/31/2024	01/01/2024	\$0.00
01/18/2024					N			\$1,446.81
60	BURRTEC / BURRTEC WASTE INDUSTRIES, INC.							N0820506713
SWR WSTE HAUL		12/31/2024	N	N		01/30/2024	12/31/2024	\$0.00
01/18/2024					N			\$1,571.06
61	C WELLS / C. WELLS PIPELINE MATLS, INC							SINV23-4274
COPPER		12/29/2023	N	N		01/28/2024	12/29/2023	\$0.00
01/18/2024					N			\$2,143.46
62	C WELLS / C. WELLS PIPELINE MATLS, INC							SINV24-1031
PARTS		01/05/2024	N	N		02/05/2024	01/05/2024	\$0.00
01/18/2024					N			\$2,129.33
63	ELROD / ELROD FENCE CO. INC							19462
R&M 5473 MISSION		01/08/2024	N	N		02/07/2024	01/08/2024	\$0.00
01/18/2024					N			\$505.00
64	FERGUSON / FERGUSON ENTERPRISE INC #1350							0844209-1
PARTS		01/03/2024	N	N		02/02/2024	01/03/2024	\$0.00
01/18/2024					N			\$855.80

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GL Date	Immediate GL Account				Credit Card	CC Reference #	Payment Date	Total Invoice
65	GRAINGER / GRAINGER							9951855007
PARTS	01/04/2024	N	N			02/03/2024	01/04/2024	\$0.00
01/18/2024					N			\$75.56
66	MERIT OIL / MERIT OIL COMPANY							820395
DIESEL	01/04/2024	N	N			01/19/2024	01/04/2024	\$0.00
01/18/2024					N			\$435.56
67	MCMMASTER-CARR / MCMMASTER-CARR SUPPLY CO							19772012
PARTS	01/03/2024	N	N			02/02/2024	01/03/2024	\$0.00
01/18/2024					N			\$414.38
68	MV ENGINEERING SERVICES, INC / MV ENGINEERIN							2023-33
DEV.SERVICES	01/04/2024	N	N			02/03/2024	01/04/2024	\$0.00
01/18/2024					N			\$3,532.00
69	MV ENGINEERING SERVICES, INC / MV ENGINEERIN							2023-34
ADM.ASSISTANCE	01/04/2024	N	N			02/03/2024	01/04/2024	\$0.00
01/18/2024					N			\$150.00
70	MV ENGINEERING SERVICES, INC / MV ENGINEERIN							2023-35
CNSLT	01/04/2024	N	N			02/03/2024	01/04/2024	\$0.00
01/18/2024					N			\$564.00
71	FERGUSON ENT / FERGUSON ENT LLC #3325							0253225
TOOLS	01/05/2024	N	N			02/03/2024	01/05/2024	\$0.00
01/18/2024					N			\$604.91
72	RIVERSIDE CITY / RIVERSIDE CITY							00274617.A
NOV.23"SURCHARGE	01/03/2024	N	N			02/03/2024	01/03/2024	\$0.00
01/18/2024					N			\$16,760.84
73	RIVERSIDE CITY / RIVERSIDE CITY							00274617.B
NOV.23" TRTMNT	01/03/2024	N	N			02/03/2024	01/03/2024	\$0.00
01/18/2024					N			\$124,896.20
74	RIVERSIDE COUNTY CDF / RIVERSIDE COUNTY CDF							235238
Q1 FY23/24	12/22/2023	N	N			01/21/2024	12/22/2023	\$0.00
01/18/2024					N			\$682,673.89
75	ROYAL INDUSTRIAL / ROYAL INDUSTRIAL SOLUTION							6441-1110250
PARTS	01/08/2024	N	N			02/07/2024	01/08/2024	\$0.00
01/18/2024					N			\$62.73
76	ROYAL INDUSTRIAL / ROYAL INDUSTRIAL SOLUTION							6441-1110720
SUPPLIES	01/08/2024	N	N			02/07/2024	01/08/2024	\$0.00
01/18/2024					N			\$156.57
77	SCE / SCE							24J700244764992
STRT LIGHTS	01/02/2024	N	N			01/22/2024	01/02/2024	\$0.00
01/18/2024					N			\$146.62
78	SCE / SCE							24J600000522796
STRT LIGHTS	01/03/2024	N	N			01/23/2024	01/03/2024	\$0.00
01/18/2024					N			\$14,670.19
79	SCE / SCE							24J700617778997
FIRE STN UTILITY	01/05/2024	N	N			01/25/2024	01/05/2024	\$0.00
01/18/2024					N			\$1,811.54
80	SCE / SCE							24J700040982544
MAIN OFC UTILITY	01/05/2024	N	N			01/25/2024	01/05/2024	\$0.00
01/18/2024					N			\$1,210.18

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GL Date	Immediate GL Account				Credit Card	CC Reference #	Payment Date	Total Invoice
81	SCG / THE GAS COMPANY							24J12013321489
5473 OFC UTLTY	01/05/2024	N	N			01/26/2024	01/05/2024	\$0.00
01/18/2024					N			\$16.27
82	SCG / THE GAS COMPANY							24J01302181001
FLD OFC UTLTY	01/05/2024	N	N			01/26/2024	01/05/2024	\$0.00
01/18/2024					N			\$16.27
83	SCG / THE GAS COMPANY							24J17882256005
MAIN OFC UTLTY	01/05/2024	N	N			01/26/2024	01/05/2024	\$0.00
01/18/2024					N			\$148.73
84	SCG / THE GAS COMPANY							24J05925730565
FIRE STN UTLTY	01/05/2024	N	N			01/26/2024	01/05/2024	\$0.00
01/18/2024					N			\$148.73
85	SOCAL TRUCK / SOCAL TRUCKWORKS							13591
R&M TRUCK	01/05/2024	N	N			02/04/2024	01/05/2024	\$0.00
01/18/2024					N			\$410.56
86	SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT / S							15140010-00.A
RFND OVRPMT	12/28/2023	N	N			01/27/2024	12/28/2023	\$0.00
01/18/2024					N			\$238.00
87	SITEONE / SITEONE LANDSCAPE SUPPLY, LLC							137341104-001
MARKING FLAGS	12/27/2023	N	N			01/26/2024	12/27/2023	\$0.00
01/18/2024					N			\$32.63
88	STREAMLINE_DIGITAL / STREAMLINE							B89E97D4-0038
JAN-FEB 24"WEBSITE	01/01/2024	N	N			01/31/2024	01/01/2024	\$0.00
01/18/2024					N			\$497.00
89	TOTAL COMP / TOTAL COMPENSATION SYS, INC							12662
GASB 75 VALUATION	12/27/2023	N	N			01/26/2024	12/27/2023	\$0.00
01/18/2024					N			\$1,665.00
90	THE PRESS-ENTERPRISE / THE PRESS ENTERPRISE							0000579962
NOTICE PUBLICATION	12/31/2023	N	N			01/30/2024	12/31/2023	\$0.00
01/18/2024					N			\$2,329.04
91	UNDERGROUND SERVICE ALERT / UNDERGROUND :							1220230567
DIG SAFE	01/01/2024	N	N			01/31/2024	01/01/2024	\$0.00
01/18/2024					N			\$195.50
92	UPS / UNITED PARCEL SERVICE							0000F908W2513
POSTAGE	12/23/2023	N	N			01/22/2024	12/23/2023	\$0.00
01/18/2024					N			\$39.59
93	UPS / UNITED PARCEL SERVICE							0000F908W2523
POSTAGE	12/30/2023	N	N			01/29/2024	12/30/2023	\$0.00
01/18/2024					N			\$19.50
94	VARNER / VARNER & BRANDT LLP							20231231
DEC.23"LGL CNSLT	12/31/2023	N	N			01/30/2024	12/31/2023	\$0.00
01/18/2024					N			\$792.96
95	VERIZON WIRELESS / VERIZON WIRELESS							9953077433
CEL PHN CHRGS	01/01/2024	N	N			01/31/2024	01/01/2024	\$0.00
01/18/2024					N			\$703.76
96	WATER RESOURCES / WATER RESOURCES ECONOM							0000300
DEC.COSS	01/02/2024	N	N			02/01/2024	01/02/2024	\$0.00
01/18/2024					N			\$81.66

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97	WESTERN MUNICIPAL WATER / WESTERN MUNICIPA							IN5274
NOV.23"BRINE	12/27/2023	N	N			01/26/2024	12/27/2023	\$0.00
01/18/2024					N			\$154.43
98	WESTERN MUNICIPAL WATER / WESTERN MUNICIPA							RI4970
JAN.24"BRINE FIXED	01/01/2024	N	N			01/31/2024	01/01/2024	\$0.00
01/18/2024					N			\$749.94
99	WESTERN MUNICIPAL WATER / WESTERN MUNICIPA							IN15286
NOV.23"BRINE	01/01/2024	N	N			02/01/2024	01/01/2024	\$0.00
01/18/2024					N			\$1,103.77
100	STATE WATER / SWRCB - DFA ARREARAGES PGM							LW-1044628
ANNUAL WTR SYSTEM FE	12/20/2023	N	N			01/19/2024	12/20/2023	\$0.00
01/18/2024					N			\$39,187.98
101	YO FIRE / YO FIRE							2025435
PARTS	12/29/2023	N	N			01/28/2024	12/29/2023	\$0.00
01/18/2024					N			\$507.50
102	YO FIRE / YO FIRE							2027055
PARTS	12/28/2023	N	N			01/27/2024	12/28/2023	\$0.00
01/18/2024					N			\$862.00
103	AQUA METRIC SALES / AQUA METRIC SALES CO							INV0098914
3/4" & 1" REG.	01/03/2024	N	N			02/02/2024	01/03/2024	\$0.00
01/18/2024					N			\$3,706.61
104	AQUA METRIC SALES / AQUA METRIC SALES CO							INV0098944
TR WIRE	01/04/2024	N	N			02/03/2024	01/04/2024	\$0.00
01/18/2024					N			\$921.27
105	BURRTEC / BURRTEC WASTE INDUSTRIES, INC							N0820468668
NOV.23" WST HAUL	11/30/2023	N	N			12/30/2023	11/30/2023	\$0.00
01/18/2024					N			\$1,306.49
106	CORODATA SHREDDING, INC / CORODATA SHREDDI							DN1448270
SHREDDING	12/31/2023	N	N			01/30/2024	12/31/2023	\$0.00
01/18/2024					N			\$34.00
107	DURNEY DON / DURNEY, DON							20240109
GRDNG/WD ABATE	01/09/2024	N	N			02/08/2024	01/09/2024	\$0.00
01/18/2024					N			\$1,310.00
108	GRAINGER / GRAINGER							9957015028
PARTS	01/09/2024	N	N			02/08/2024	01/09/2024	\$0.00
01/18/2024					N			\$113.40
109	PROVOAST / PROVOAST AUTOMATION, LLC							A045836
AIR ACTUATORS	01/05/2024	N	N			02/05/2024	01/05/2024	\$0.00
01/18/2024					N			\$732.14
110	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							1227-010924.A
COMM TRSH	01/10/2024	N	N			02/09/2024	01/10/2024	\$0.00
01/18/2024					N			\$60,092.60
111	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							1227-010924.B
RES TRSH	01/10/2024	N	N			02/09/2024	01/10/2024	\$0.00
01/18/2024					N			\$152,669.40
112	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							1227-010924.C
RCSD SHR COMM	01/10/2024	N	N			02/09/2024	01/10/2024	\$0.00
01/18/2024					N			(\$8,412.96)

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GL Date		Immediate GL Account			Credit Card	CC Reference #	Payment Date	Total Invoice
113	TRI COUNTY PUMP COMPANY / TRI COUNTY PUMP C							1227-010924
RCSD SHR RES		01/10/2024	N	N		02/09/2024	01/10/2024	\$0.00
01/18/2024					N			(\$4,553.47)
Grand Totals								
Total Direct Expense:								\$1,180,069.47
Total Direct Expense Adj:								(\$12,966.43)
Total Non-Electronic Transactions:								\$1,167,103.04

Report Summary

Report Selection Criteria

Report Type: Condensed

Start End

Transaction Number: Start End

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5. **CONSENT CALENDAR** (continued)

- C. **DM 2024-04:** Consider Updates to Certain Policies of the Rubidoux Community Services District Employee Handbook

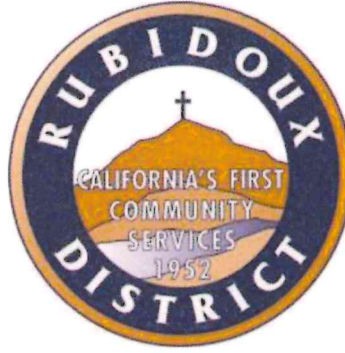
Rubidoux Community Services District

Board of Directors

John Skerbelis, President
Hank Trueba Jr., Vice-President
Bernard Murphy
Armando Muniz
F. Forest Trowbridge

General Manager

Brian R. Laddusaw



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2024-04

January 18, 2024

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Updates to Certain Policies of the Rubidoux Community Services District Employee Handbook

BACKGROUND:

The Rubidoux Community Services District ("District") Employee Handbook ("Handbook") is designed to be a user-friendly source of general information about the District, compensation, benefits, policies, and state and federal laws. The Handbook contains a wide variety of information that should be especially useful to new hires as well as current staff. It serves as reinforcement to all employees of the importance of the District's mission and goals and as a reminder to employees of the vital role they play in the District.

The Handbook is not a replacement for the current Memorandum of Understanding ("MOU") between the District and employees represented by the Laborers' International Union of North America, Local 777 ("Union"), but rather supplements the MOU.

The District's Board of Directors ("Board") last updated the Handbook in its entirety on June 17, 2021 (DM 2021-40). Since 2021, there have been various revisions to the Handbook approved by the Board to include changes in California law and statutes. The District's labor counsel and staff recently reviewed the policies in the Handbook and are proposing modifications to the verbiage accordingly to conform with current state law and statutes. The updates include but are not limited to grammatical, formatting, numbering changes, as well as gender-specific pronouns such as "his," "hers," "him," or "her" to make it more gender neutral as reference to the employee.

Additionally, the District's labor counsel and staff are proposing modifications to the sick leave policy to comply with the updated state law. The changes include the following verbiage, "Full time employees will always be provided with no less than three (3) days of sick leave by their 120th day of employment and upon their 120th

anniversary day in any subsequent year of employment and two (2) additional days of sick leave on their 200th day of employment and every subsequent 200th day anniversary.”


For ease of review, District staff attached the Handbook “redlined” copy. These updates would bring the District’s employee Handbook current with existing state law and statutes. Should the Board not proceed with the update, District staff would still be required to abide by present state law and statutes.

Further, at the advice of the District’s labor counsel, adjustments to the District’s Handbook, even minimum updates, triggers a notification of the District’s Union representatives. On December 18, 2023, District staff delivered copies of the policy being considered for update to the Union representatives. The Union representatives have had three weeks to review the proposed changes and provide comments. As of the writing of this Memorandum, the District has not received any correspondence from the Union representatives. Due to no objections from the Union, staff recommends the Board proceed with the recommendation below.

RECOMMENDATION:

Staff recommends the Board of Directors approve modifications to the Rubidoux Community Services District Employee Handbook’s as drafted.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s): RCSD Employee Handbook (“Redline”)



RUBIDOUX COMMUNITY SERVICES DISTRICT

EMPLOYEE HANDBOOK

Adopted: January 18, 2024 ~~February 16, 2023~~

Rubidoux Community Services District

SECTION 1000

GENERAL

Policy 1000	Purpose of Handbook
Policy 1010	Adoption/Amendment of Policies
Policy 1020	Conflict of Interest
Policy 1030	Fraud/Ethics Policy

SECTION 2000

PERSONNEL

Section 2100	Employment Practices
Policy 2100	Accommodations for Disability
Policy 2102	Demotion – Non-disciplinary
Policy 2104	Disciplinary Action
Policy 2106	Driver Training and Record Review
Policy 2108	Drug and Alcohol Testing
Policy 2110	Employee Information/Emergency Data
Policy 2112	Employee Promotion
Policy 2116	Employee Status
Policy 2118	Equal Opportunity
Policy 2120	Grievance Procedure
Policy 2122	Hours of Work and Overtime
Policy 2124	Letters of Recommendation
Policy 2126	Nepotism
Policy 2128	Payroll Deductions for Salaried Employees
Policy 2130	Performance Evaluation
Policy 2132	Pre-Employment Physical Examinations
Policy 2134	Political Activity
Policy 2136	Separation from District Employment
Policy 2138	Temporary Reclassifications
Policy 2140	Unlawful Harassment and Discrimination
Policy 2141	Inclusive Workplace Policy
Policy 2142	Expenses/Vehicle Costs Reimbursement
Policy 2143	Fair Pay Act Policy
Policy 2144	Cellphone Reimbursement Program
Policy 2145	Whistleblowing Policy

Section 2200 Standards of Conduct

Policy 2200	Dress Code & Personal Standards
Policy 2205	Housekeeping
Policy 2210	Outside Employment or Solicitation
Policy 2215	Receipts of Gifts
Policy 2220	Uniforms and Protective Clothing
Policy 2225	Cellular Telephone & Radio Usage

Section 2300 Communications

Policy 2300	Internet, E-Mail, Social Media , and Electronic Communications
Policy 2305	Non-Exempt Employee Use of Communication Devices

Section 2400 Compensation & Benefits

Policy 2400	Authorized Personal Leave
Policy 2405	Bereavement Leave
Policy 2410	Catastrophic Time Bank
Policy 2415	Compensation
Policy 2420	Educational Assistance
Policy 2425	Family and Medical Leave
Policy 2430	Holidays
Policy 2435	Jury Duty
Policy 2440	Rights of Victims of Domestic Violence, Sexual Assault and Stalking
Policy 2445	Military Leave
Policy 2450	Pregnancy Disability Leave (PDL)
Policy 2455	Meal Periods and Breaks
Policy 2460	Sick Leave
Policy 2465	Time Keeping/Time Records
Policy 2470	Time Off for Children - School Activities
Policy 2475	Time Off to Vote
Policy 2480	Unauthorized Voluntary Absence
Policy 2490	Vacations
Policy 2495	Workers' Compensation Leave

Section 2500 Health, Safety & Security

Policy 2505	Health and Welfare Benefits
Policy 2510	Illness and Injury Prevention Program
Policy 2515	Smoke-free Workplace
Policy 2520	Drug and Alcohol Testing for Safety Sensitive Employees
Policy 2525	Workplace Violence Prevention Policy
Policy 2530	Vehicle Usage

Rubidoux Community Services District

POLICY TITLE: Purpose of Handbook
POLICY NUMBER: 1000

1000.1 It is the intent of the Board of Directors of the Rubidoux Community Services District to maintain a Handbook of policies and procedures. Contained herein is a comprehensive listing of the Board's current policies and procedures, being the rules and regulations enacted by the Board from time to time. The Handbook will serve as a resource for Directors and staff in determining the manner in which matters of District business are to be conducted.

1000.2 These employment policies are designed to comply with all applicable federal, ~~state~~state, and local employment laws, regulations and ordinances. Accordingly, to the extent of any conflict between such applicable laws, regulations or ordinances the District's employment policies should be interpreted and applied to be consistent with such laws, regulations and ordinances. If you believe that a District employment policy is in conflict with one of these, please notify the General Manager so that appropriate remedial measures may be undertaken. When the District becomes aware of an actual conflict between its policies and applicable law, ~~regulations~~regulations, or ordinances it will take steps to revise the policy and provide employees with a written change to the policies within a reasonable period of time.

1000.3 Some units have a Safety Manual and/or current Memorandum of Understanding (MOU), necessary for their internal operations. Employees should familiarize themselves with those documents also. This Handbook is based on Federal and State law, District Board ordinances and/or resolutions, administrative ~~policies~~policies, or agreements with employee organizations. Those source documents are summarized here—this document is not intended to amend or replace them.

1000.4 The policies and procedures contained in this Handbook do not constitute a contract, either expressed or implied, between the District and its employees. Rather, this Handbook is a guide and statement of the District's policies and procedures. It is not intended to cover all circumstances that may arise. The policies and procedures contained herein do not alter the employment relationship.

1000.5 The District maintains an open-door policy to employees for explanations, clarifications, or interpretations regarding this Handbook.

1000.6 Employment policies are established by the District's Board of Directors and are administered by managers and supervisors. Since circumstances often change, the District must reserve the right, in its sole discretion, to change or delete existing policies and to add new ones. Such changes are valid only when made and approved in writing by the Board of Directors. You will be notified when changes are made and eventually you will be provided with supplemental material (for inclusion in your copy of the Employee Handbook).

Rubidoux Community Services District

POLICY TITLE: Adoption/Amendment of Policies
POLICY NUMBER: 1010

1010.1 Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director or the General Manager. The proposed adoption or amendment shall be a written draft of the proposed new or amended policy and requesting that the item be included for consideration on the agenda of the next appropriate regular meeting of the Board of Directors.

1010.2 Adoption of a new policy or amendment of an existing policy shall be accomplished at a regular meeting of the Board of Directors and shall require a 3/5 affirmative vote of the entire Board of Directors.

1010.3 Copies of the proposed new or amended policy shall be included in the agenda-information packet for any meeting in which they are scheduled for consideration. A copy of the proposed new or amended policy(ies) shall be made available to each Director for review at least 72 hours, per the Brown Act, (or 24 hours if it is a special meeting) prior to any meeting at which the policy(ies) are to be considered.

Rubidoux Community Services District

POLICY TITLE: Conflict of Interest
POLICY NUMBER: 1020

1020.1 The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A in which members of the Board of Directors and employees are designated, and in which disclosure categories are set forth, constitute the conflict of interest code of the Rubidoux Community Services District.

1020.2 Designated employees and consultants shall file statements of economic interests with the Clerk of the County of Riverside.

APPENDIX "A"

<u>Designated Positions</u>	<u>Disclosure Category</u>
Board Members;	1
General Counsel;	1
General Manager;	1
Assistant General Manager;	1
Director of Finance and Administration	1
<u>Director of Engineering</u>	<u>1</u>
<u>Director of Operations</u>	<u>1</u>

Rubidoux Community Services District

POLICY TITLE: Fraud/Ethics Policy

POLICY NUMBER: 1030

1030.1 The District's fraud policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud against the Rubidoux Community Services District. It is the intent to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

1030.2 This policy applies to any irregularity, or suspected irregularity, involving employees as well as consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with the District. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the District.

1030.3 "Fraud" is defined as the intentional, false representation, or concealment of a material fact for the purpose of inducing another to act upon it to their ~~his or her~~ injury. Any irregularity that is detected or suspected must be reported immediately to the General Manager, who coordinates all investigations with District legal counsel and the affected areas, both internal and external.

1030.4 The terms "defalcations," "misappropriation," and other "fiscal irregularities" refer to, but are not limited to:

- Any dishonest or fraudulent act.
- Misappropriation of funds, securities, supplies, or other assets.
- Impropriety in the handling or reporting of money or financial transactions.
- Profiteering as a result of insider knowledge of company activities.
- Disclosing confidential and proprietary information to outside parties.
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the District. Exception: Gifts less than \$50 in value.
- Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment.
- Any similar or related activity.

1030.5 Irregularities concerning an employee's moral, ethical, or behavioral conduct should be resolved by departmental management and the General Manager. If there is any question as to whether an action constitutes fraud, contact the General Manager for guidance.

1030.6 The General Manager has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. (If the allegation of fraudulent acts is against the General Manager, the Board of Directors will appoint an investigator and assume primary responsibility over the investigation.) If the investigation substantiates that fraudulent activities have occurred, the General Manager will report to the Board of Directors. Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory

Rubidoux Community Services District

agencies for independent investigation will be made in conjunction with legal counsel, senior management, and Board of Directors, as will final decisions on disposition of the case.

1030.7 All reports of fraud or suspected fraud will be treated confidentially. Any employee who suspects dishonest or fraudulent activity will notify the General Manager and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act. Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the District from potential civil liability.

1030.8 The General Manager will have free and unrestricted access to all District records and premises, whether owned or rented, and the authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of the investigation.

1030.9 An employee who discovers or suspects fraudulent activity will contact the General Manager immediately. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, ~~their~~ his or her attorney or representative, or any other inquirer should be directed to the General Manager. No information concerning the status of an investigation will be given out. The proper response to any inquiries is, *"I am not at liberty to discuss this matter."* Under no circumstances should any reference be made to "the allegation", "the crime", "the fraud", or any other specific reference.

The reporting individual should not contact the suspected individual in an effort to determine facts or demand restitution, and must not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by the General Manager or District legal counsel.

1030.10 If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed by the General Manager, District legal counsel, and the Board of Directors before any such action is taken.

Rubidoux Community Services District

POLICY TITLE: Accommodations for Disability

POLICY NUMBER: 2100

2100.1 The employment related provisions of the Fair Employment and Housing Act ("FEHA") and the Americans with Disabilities Act ("ADA") apply to all employees and job applicants seeking employment with the District. Under the ADA, a qualified individual with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the position in which the individual is employed.

2100.2 The District will attempt to provide reasonable accommodation for known physical or mental disabilities if a job applicant or employee is otherwise qualified, unless undue hardship related to the necessity of business operations would result, in accordance with federal or state law. An applicant or employee who requires accommodation in order to perform the essential functions of the job should inform the General Manager, or ~~their his-or~~ ~~her~~ supervisor, to request an evaluation of such an accommodation. Generally, an interactive process meeting will be scheduled to discuss the request, job duties and possible accommodations.

Employee or applicant should contact ~~their his-or~~ supervisor, Human Resources Generalist, Director of Finance and Administration, or the General Manager for further information.

Rubidoux Community Services District

POLICY TITLE: Demotion – Non-disciplinary

POLICY NUMBER: 2102

2102.1 The General Manager may demote an employee, with the written consent of the employee, to a vacant position in lieu of layoff, provided the employee possesses the desired qualifications for the position to which they are ~~he/she is~~ assigned.

2102.2 At least five working days before a non-disciplinary demotion becomes effective, written notice of the action shall be provided to the employee and the payroll department.

2102.3 The General Manager shall provide the employee with written job duties within five working days of starting the new position and a written performance review within three months. The employee shall be subject to a probationary period, generally a six-month period. In the event that the employee does not perform satisfactorily within the probationary period, the General Manager shall have the discretion of extending the employee's probationary period or terminating the employee.

Rubidoux Community Services District

POLICY TITLE: Disciplinary Action

POLICY NUMBER: 2104

2104.1 The District expects all its employees to act in the best interest of the District and its customers and residents. It is the responsibility of all employees to observe all rules, guidelines, and operating procedures of the District. The District further expects that each of its employees will act in a polite and professional manner when dealing with members of the public and other employees. These General Rules of Conduct, along with the "Examples of Unacceptable Conduct" listed below, are not meant to be all-inclusive, but rather to provide illustrations of acceptable conduct versus problematic conduct.

2104.2 Examples of Unacceptable Conduct. The following list presents examples of some of the types of unacceptable conduct that may result in disciplinary action, up to and including immediate termination. This list is not an exhaustive list of what may result in discipline, up to and including immediate termination:

- Discourteous treatment of the public or fellow employees
- Drinking of intoxicating beverages or use of illegal or nonprescribed drugs on the job, or arriving on the job under the influence of such beverages or drugs;
- Habitual absence or tardiness;
- Abuse of sick leave;
- Disorderly conduct;
- Incompetence or inefficiency;
- Being wasteful of material, property, or working time;
- Violation of any lawful or reasonable regulation or order made and given by an employee's supervisor;
- Neglect of duty;
- Dishonesty or fraud;
- Misuse of District property;
- Willful disobedience;
- Conduct unbecoming a District employee;
- Violation of the District's Unlawful Harassment Policy;
- Theft.

2104.3 Types of Disciplinary Action. Disciplinary action includes oral warning, written warning, disciplinary probation, suspension, reduction in salary, demotion, or termination of employment.

2104.3.1 Written Warning. A formal written notice to an employee that further disciplinary action will be taken unless ~~their~~ his or her performance or behavior improves. A copy of the written reprimand is given to the employee and the original is filed in the employee's personnel file. The employee must acknowledge receipt of the written warning by signing the letter at the time of presentation; this signature signifies only the receipt of the document; it does not signify the employee's agreement with the allegations.

Rubidoux Community Services District

2104.3.2 Disciplinary Probation. Employees on disciplinary probation may be terminated for failure to meet performance or behavior standards as provided by in the employee's job classification.

2104.3.3 Suspension. The temporary removal of an employee from ~~their his or her~~ duties without pay for disciplinary purposes for up to thirty (30) working days. Employees suspended from ~~their his or her~~ employment with the District forfeit all rights, privileges, and salary with the exception of group health and life insurance benefits.

2104.3.4 Demotion. The removal of an employee from a position to another position carrying a lower maximum rate of pay as a result of a disciplinary action.

2104.3.5 Discharge. The removal of an employee from District services, as provided for in these Guidelines.

2104.4 Disciplinary Notice/Appeal Procedure

(This Section does not apply to probationary or temporary employees.)

2104.4.1 Written Notice of Proposed Action. In the event the District imposes disciplinary action as described in sections 2104.3.2-2104.3.5 above, the employee will be given a notice of the disciplinary action as set forth below.

Notice of Disciplinary Action. Whenever a disciplinary action is to be taken against an employee, the employee shall be notified in writing of the proposed disciplinary action to be taken. The notice may be served upon the employee, either personally or by certified mail, return receipt requested and shall contain the following information:

- a) A statement of the disciplinary action to be taken;
- b) The effective date of the disciplinary action;
- c) The reason or cause of the disciplinary action;
- d) A summary of the facts upon which the charges are based;
- e) Notice that the employee may inspect copies of all materials upon which the disciplinary action is based;
- f) A statement notifying the employee that they have five (5) business days in which to respond orally or in writing regarding the proposed disciplinary action; and
- g) Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

2104.4.2 Response Meeting/Skelly Hearing. No less than five (5) business days after the notice has been served upon employee, employee shall have the opportunity to refute charges or present facts that may not be known at a "Skelly" Hearing. The employee may respond orally or in writing, personally or with a representative. Neither party shall be entitled to call witnesses or take testimony.

Rubidoux Community Services District

At the meeting, the hearing officer may consider information contained in the charges and recommendations, as well as information presented by the employee or their ~~his or her~~ representative.

- 2104.4.3 Post-Skelly Final Notice. Within ten (10) days after the Skelly Hearing, the appropriate authority shall: 1) dismiss the notice and take no disciplinary action against the employee; 2) modify the intended disciplinary action; or 3) prepare and serve upon the employee a final notice of disciplinary action.

The final notice of disciplinary action shall include the following:

- 1) The disciplinary action taken;
- 2) The effective date of the disciplinary action taken;
- 3) Specific charges upon which the action is based;
- 4) A summary of the facts upon which the charges are based;
- 5) The written materials, reports and documents upon which the disciplinary action is based; and
- 6) The employee's right to appeal.

If an employee fails to respond to the notice for a Skelly Hearing, the hearing officer shall notify the employee in writing that their ~~his or her~~ time to respond has expired and that the discipline shall be imposed.

Disciplinary action other than a suspension without pay, demotion or termination (i.e., written or oral reprimands) shall not be subject to appeal. Disciplinary action consisting of a suspension without pay, demotion or termination may be appealed by regular employees pursuant to section 2104.4.4.

- 2104.4.4 Appeals of Disciplinary Action. Any regular employee shall have the right to appeal to the General Manager from any disciplinary action taken by their ~~his or her~~ supervisor following a Skelly Hearing. Such appeal shall be in writing and must be filed with the General Manager within ten (10) business days after receipt of written notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of right to appeal.

The General Manager shall conduct a hearing as provided above. Neither the provisions of this section or this Chapter shall apply to reductions in force or reductions in pay, which are part of a general plan to reduce or adjust salaries and wages. However, any reduction in pay is subject to the meet and confer process pursuant to Government Code sections 3504.5 and 3505 for employees in a recognized bargaining unit.

In the event the General Manager institutes the disciplinary action against an employee, they shall be disqualified from presiding at the appeal hearing. In such case, the hearing officer will be appointed by the Board of Directors.

Rubidoux Community Services District

- 2104.4.5 Selection of Hearing Officer for Appeal of Disciplinary Action. If the General Manager is disqualified, the appeal shall be heard by a hearing officer provided to the District by Judicial Arbitration and Mediation Services, a non-profit organization or governmental agency with whom the District has contracted to conduct hearings pursuant to these Guidelines. No hearing officer shall be compensated or evaluated, directly or indirectly, based upon the outcome of any hearing.
- 2104.4.6 Appeal Hearing. The General Manager, or the appointed hearing officer, shall conduct an appeal within thirty (30) days of receipt of employee's request for appeal. The General Manager, or the appointed hearing officer, may continue the hearing either for the convenience of the District or for good cause upon written application of the appellant or District, for a period not to exceed an additional thirty (30) days from the receipt of the appeal.
- 2104.4.7 Representation at Appeal. Any District employee, other than those appointed to supervisory, management, and confidential classifications, shall be permitted to represent another District employee. The appellant may appear in person or be represented by counsel.
- 2104.4.8 Notices to Witnesses: Cost. The General Manager shall issue notice for the appearances of witnesses for the appellant upon their written request and at their cost. The General Manager may require such cost to be prepaid.
- 2104.4.9 Failure of Employee to Appear at Appeal Hearing. Failure of the appellant to appear at the hearing, without the prior written approval of the hearing officer, shall be deemed a withdrawal of ~~their his or her~~ appeal and the action of the General Manager or supervisor shall be final.
- 2104.4.10 Decision on the Appeal. The General Manager or appointed hearing officer shall render a written decision within thirty (30) days after concluding the hearing. The General Manager's or appointed hearing officer's decision shall be final and conclusive. A copy of such decision shall be forwarded to the appellant. If the disciplinary action taken against the employee is reversed or modified by the General Manager or an appointed hearing officer, the employee will be compensated for the time lost, if any, that resulted from the reversed disciplinary action.

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POLICY TITLE: Driver Training and Record Review

POLICY NUMBER: 2106

2106.1 Purpose. The purpose of this policy is to reduce the frequency and severity of vehicle-related accidents and losses by: (a) applying uniform criteria in evaluating the acceptability of driver-record information of individuals driving District vehicles or while on District business; (b) establishing disciplinary procedures for different types of driving violations. Employees are required to notify their supervisor immediately if their license is revoked, suspended, or expired.

2106.2 Scope. This policy applies to all regular, part-time, and temporary District employees and volunteers who drive on behalf of the District. Directors are encouraged to provide their license information but cannot be required to do so in accordance with State law.

2106.3 Implementation. Rubidoux Community Services District shall participate in the Department of Motor Vehicles (DMV) Employer Pull Notice Program (a.k.a.: "Pull Program"). Records for anyone operating vehicles on District business shall be requested from DMV: (a) every six months; and, (b) immediately in the event of new activity (e.g., moving violation, accident, address change, etc.). Employees who have terminated employment will be deleted from the program.

2106.4 Review Criteria. Employees will be required to verify the validity of their California Driver's Licenses annually. Information that will be generated during the record review will include: (a) type of license; (b) expiration date; (c) endorsements; (d) DMV action suspensions, revocations, and penal code violations; and, (e) Vehicle Code violations.

2106.5 Disciplinary Procedures.

2106.5.1 A driver will immediately attend a qualified defensive driver training course (State of California Defensive Driver Training, National Safety Council Defensive Driver Training, etc.) if:

- a) They earn two points within 36 months of report date; or,
- b) They receive any moving violation in a District vehicle within 36 months of report date; or,
- c) They are involved in an accident within 36 months of report date.

2106.5.2 A driver will be placed on a 12-month driving probation if they earn three to five points within 36 months of report date. Additional point violations within this probation period will affect a 120-day suspension of District driving privileges. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal District operations, they will be terminated from employment.

2106.5.3 A driver will be suspended from District driving privileges for 120 days if:

Rubidoux Community Services District

- a) They earn four or more points within 24 months of report date; or,
- b) They earn six or more points within 36 months of report date; or,
- c) They receive a citation for DUI, reckless driving, or speed contest on personal time within 36 months of report date; or,
- d) If they are involved in two chargeable (resulting in a point violation) accidents within 24 months of report date. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal District operations, they will be terminated from employment.

2106.5.4 A driver will be permanently suspended of District driving privileges if:

- a) They receive two citations for DUI, two citations for reckless driving, or two citations for speed contest on personal time within 12 months of report date. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal District operations, permanent suspension of driving privileges will result in termination of employment.

2106.5.5 Maintaining a driving record acceptable to the General Manager and the District's insurance carrier is a condition of employment for any employee that drives a District vehicle or is required to drive as part of their District duties. Employees who fail to do so will be subject to disciplinary action up to and including termination of employment.

Rubidoux Community Services District

POLICY TITLE: Drug and Alcohol Testing

POLICY NUMBER: 2108

2108.1 Pre-Employment Drug Testing. As a part of the District's employment screening process, any applicant to whom a conditional offer of employment is made must pass a test for controlled substances, per procedures described below. The offer of employment is conditioned on a negative drug test result. Applicants will be informed of the District's drug testing policy in the employment application.

2108.2 Testing of Employees in Designated Safety-Sensitive Position. Employees in safety sensitive positions, including, but not limited to, the following management and non-management positions: vehicle and heavy machinery drivers with commercial licenses/operators and utility crew members, will be required to submit to random drug/alcohol testing under the procedures described in Policy 2520. This testing shall occur at random by an independent, third party drug/alcohol testing company performing such testing. If an employee refuses to cooperate with the administration of the drug/alcohol test, the refusal will be handled in the same manner as a positive test result.

2108.3 Reasonable Suspicion Testing. If an employee's supervisor or manager has a verifiable and confirmed reasonable suspicion by at least two (2) people, including any Board Members, who are qualified by having reasonable suspicion training, that the employee is working in an impaired condition or otherwise engaging in conduct that violates these Guidelines, then the employee will be asked about any observed behavior or impaired condition and offered an opportunity to give a reasonable explanation. If the employee is unable to credibly explain the behavior, ~~they he or she~~ will be requested to take a drug/alcohol test in accordance with the procedures described herein. If the employee refuses to cooperate with the administration of the drug/alcohol test, the refusal will be handled in the same manner as a positive test result, which results in termination.

2108.4 On-the-Job Injury or Accident. Should an injury or accident occur while working, a drug or alcohol test may be administered if the injured employee's supervisor has a reasonable suspicion that an employee was injured or involved in an accident due to drug or alcohol use.

2108.5 Procedures for Drug Testing. The District will refer the applicant or employee to an independent, National Institute on Drug Abuse ("NIDA"), certified medical clinic or laboratory, which will administer the test. The District shall require drug testing for: a) pre-employment testing, b) random testing, and c) reasonable suspicion testing. The District will pay the cost of the test. If the employee is determined by verifiable and confirmed reasonable suspicion observation as unable to drive or impaired for driving, then a District supervisor or General Manager will transport the individual to a medical facility for immediate testing or treatment.

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The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that ~~they he or she have~~has taken that may affect the outcome of the test. The clinic or laboratory will handle the required testing. The District will have no control over the clinic or laboratory's testing methods. The clinic or laboratory will inform the District as to whether or not the applicant passed or failed the drug test. If an employee fails the test, ~~they he or she~~ will be considered to be in violation of these Guidelines and will be subject to discipline accordingly.

2108.6 Drugs Definition. For the purpose of this policy, the term "drugs" means over-the-counter drugs; substances controlled by statute or regulation (including, but not limited to, marijuana in all forms as it remains illegal under federal law), such as those available only by prescription of a licensed physician, dentist, or other licensed practitioner; and so called illegal or "street" drugs, which, when taken, impair the employee's ability to work without risk of harm to persons, property, or work efficiency. If you are using an ~~over-the-counter~~over the counter or prescription drug which may impair your ability to perform work safely and efficiently, you must tell your supervisor of the possible impact on your job performance. (This does not require you to disclose the type of medication or reason for taking it.) Your supervisor may place you in an alternative position, if available, or on leave of absence until it can be confirmed that you can safely and efficiently perform all of the essential functions of your position.

2108.7 Under the Influence. If it is determined by a test, examination, or by other means that you are using or are under the influence of drugs or alcohol while on duty, or otherwise in violation of the terms of this policy, you will be subject to discipline, up to and including, termination of employment. For the purpose of applying this policy, being under the influence of drugs and other controlled substances means being impaired in any way which would prevent the employee from fully and proficiently performing job duties or having a detectable amount of said substances in one's body. For purposes of applying this Policy, being under the influence of alcohol means having a test result indicating an alcohol concentration of .04 or greater.

2108.8 Acknowledgment and Consent. Any employee subject to testing under this policy will be directed to sign a form acknowledging the procedures governing testing and authorizing (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to the District of medical information regarding the test results. Refusal to sign the authorization form or to submit to the drug test, will result in the revocation of an applicant's job offer, or will be considered the same as a positive test leading to termination.

2108.9 Confidentiality. All drug testing records will be treated as confidential.

2108.10 Notifying the District of Criminal Drug Conviction. Pursuant to the "Drug Free Workplace Act of 1988," any employee who fails to immediately notify the District of any criminal controlled substance statute conviction shall be subject to disciplinary action, up to and including termination of employment.

Rubidoux Community Services District

POLICY TITLE: Employee Information/Emergency Data
POLICY NUMBER: 2110

2110.1 It shall be the policy of the District to maintain accurate and vital personal contact information for each employee and Director of the District in case of need to contact them. All such information shall be maintained as confidential to the extent allowed by law.

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2110.2 It is important that employees promptly notify the District of any changes to their personal information including:

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- a) Name
- b) Home and Mailing Address
- c) Home and Cell Phone Telephone Numbers
- d) Number, Names, and Status of Spouse and Dependents
- e) Change of Emergency Contact Information
- f) Educational Accomplishments
- g) Marital or Registered Domestic Partner Status
- h) Change of Military Status
- i) Payroll Deductions
- j) Benefit Plan Beneficiary

2110.3 Employees are responsible for notifying the Director of Finance and Administration in the event of a name, address or other vital information change within ten (10) days of the change, as required by this policy or any other District policy/procedure.

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2110.4 The District shall not be responsible in the event of failure of an employee to provide this information in a timely manner and a loss of benefits or services by the employee or dependents.

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2110.5 Each employee is also responsible for providing the District with records concerning any licenses or certificates required in the performance of their job, as well as any documents showing that education or training relevant to employment has been completed.

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2110.6 Release of Information. Personnel records are considered confidential. Employees may examine their own personnel records, except for letters of reference, records relating to the investigation of a possible criminal offense and ratings, reports for records that were: (a) obtained prior to the employee's employment; (b) prepared by identifiable examination members; and (c) obtain in connection with a promotional examination. Employees who wish to examine their records should contact the General Manager or their his or her designee. Employees may authorize the release of their own personnel records by executing a written request identifying the records to be released and the person or entity to which they may be released. Ordinarily, no information on past or present employees shall be provided by the District, other

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than employment dates and job title—unless such requests for information are accompanied by a signed authorization by the employee to release the information requested.

Ordinarily, no information on past or present employees shall be provided by the District, other than employment dates and job title, unless such requests for information are accompanied by a signed authorization by the employee to release the information requested.

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POLICY TITLE: Employee Promotion

POLICY NUMBER: 2112

2112.1 An employee may be promoted only if the employee has the desirable qualifications for the higher position. Desirable qualifications shall be ascertained on the same basis of information, application, examination, interview, and evaluation as those for an initial appointment in accordance with the most current Job Description.

2112.2 A promoted employee shall be required to successfully complete a six (6) month probation period, as outlined in Policy 2116. If a promoted employee is unable to perform the required duties of the new position and has not successfully completed the probation period, the employee may be restored to the position from which they were promoted, if the position is available, or be required to successfully complete an additional three (3) month probationary period. If the probationary period is not extended, and the position is unavailable, the employee will be released from District employment for failure to satisfactorily complete the promotional probationary period. If the employee is released during their promotional probationary period they will not be entitled to any appeal or hearing.

2112.2.1 Section 2112.2 applies to non-bargaining unit employees only. For promotional probationary criteria for bargaining unit employees see Memorandum of Understanding Article XIX.

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POLICY TITLE: Employee Status

POLICY NUMBER: 2116

2116.1 A "Regular" employee is one who has been hired to fill a regular position in any job classification and has completed ~~their his/her~~ probationary period. Regular full-time employees are regularly scheduled to work at least forty (40) hours per week, are not temporary employees, and who have successfully completed the probationary period.

2116.2 A "Probationary" employee is one who has been hired to fill a full-time regular position in any job classification and has less than six (6) continuous months of service with the District. Upon completion of six (6) months of continuous service with the District in said classification, and upon the General Manager's decision to retain said employee, said employee shall be granted regular employee status.

a) A probationary employee will receive not less than the minimum rate for the job and will be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage or items of a similar nature, as ~~they he/she~~ becomes eligible. A probationary employee will not be eligible for a leave of absence, unless required by applicable law.

b) The General Manager, in conjunction with the employee's supervisor, may elect to extend the probationary period for any employee up to an additional three (3) months.

2116.3 A "Temporary" employee is one who is hired to work within any job classification, but whose position is not regular in nature. The duration of the work assignment of a temporary employee may range from one day to a maximum of twelve (12) months of continuous service.

a) Employees hired to replace a regular employee who is on a leave of absence shall be hired as temporary employees at discretion of the General Manager.

b) A temporary employee will receive not less than the minimum rate for the job and will be eligible for sick leave pay, holiday pay, and vacation pay. A temporary employee will not be eligible for insurance coverage, retirement or items of a similar nature, nor will ~~he/shethey~~ accrue seniority or leave of absence rights.

c) If a temporary employee is reclassified to probationary or regular status, ~~they he/she~~ will be credited with all continuous service in determining eligibility for such benefits that may accrue to ~~them him/her~~ in ~~their his/her~~ new status.

2116.4 A "Part-time" employee is one who is hired to work within any job classification, but whose position is not regular in nature. The part-time employee works whenever the District's workload increases to a level that

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| regular employees cannot accommodate it. ~~-They He/she~~ may also be required to work standby as discussed in Policy 2122, "Hours of Work and Overtime". Part time employees accrue pro rata benefits as their weekly schedule compares to a 40 hour schedule.

2116.5 An "Exempt" employee is an employee who is exempt from the minimum wage and overtime requirements of the Federal Fair Labor and Standard Act ("FLSA"). To be considered "exempt", an employee must work in a bona fide executive, administrative, or professional capacity and be paid on a salary basis as required by the FLSA. These positions shall be so designated in the classification plan.

2116.6 A "Non-Exempt" employee is an employee who is not a bona fide executive, administrative, or professional employee as defined by the FLSA. Non-exempt employees can earn overtime pay in accordance with the overtime requirements of the FLSA.

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POLICY TITLE: Equal Opportunity

POLICY NUMBER: 2118

2118.1 The District employs persons having the best available skills to provide high quality service efficiently to the public.

2118.2 The District provides equal opportunity for all persons in all aspects of employment, including recruitment, selection, promotion, transfer, training, compensation, educational assistance, benefits, discipline, working conditions, reduction in force, reinstatement, and all other matters of employment.

2118.2.1 Such equality of opportunity shall be based solely on job related knowledge, skills, and job performance, and shall be without discrimination because of race, color, religion, national origin, sex (including pregnancy, gender identity, and sexual orientation), age, sexual orientation, physical or mental disability or medical condition, genetic information (including family medical history), political affiliation, Military, veteran-status, marital status, gender, gender identity, gender expression or any other factor unrelated to job performance.

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POLICY TITLE: Grievance Procedure

POLICY NUMBER: 2120

2120.1 This policy shall apply to all regular employees in all classifications.

2120.2 The purpose of this policy is to provide a procedure by which an employee may formally claim that ~~they~~ ~~he/she has~~ ~~have~~ been affected by a violation, misapplication, or misinterpretation of a law, District policy, rule, regulation, or instruction.

2120.3 Specifically excluded from the grievance procedure are subjects involving the amendment of state or federal law; resolutions adopted by the District's Board of Directors, ordinances or minute orders, including decisions regarding wages, hours, terms and conditions of employment, performance evaluations and disciplinary actions.

2120.4 Grievance Procedure Steps.

2120.4.1 Level I, Preliminary Informal Resolution. Any aggrieved employee or steward (as requested by the employee) who believes ~~they have~~ ~~he/she has~~ a grievance shall present the evidence thereof orally to ~~their his/her~~ immediate supervisor within five (5) working days after the occurrence of the event, of the circumstances which form the basis for the alleged grievance. The immediate supervisor shall hold discussions and attempt to resolve the matter.

2120.4.2 Level II, Formal Presentation. If the grievance has not been resolved at Level I after five (5) working days of the oral discussion with the supervisor, the grievant may present their grievance in writing (sample format attached hereto as Appendix "B") to the General Manager. Either party may request the presence of the grievant and/or the immediate supervisor. Within five (5) working days after such written grievance is presented, the General Manager shall review the matter and present a written reply to the steward, with a copy to the Union if the employee is a member of the bargaining unit.

2120.4.2.1 The statement shall include the following:

- a) A concise statement of the grievance including specific reference to any law, policy, rule, regulation, or instruction deemed to be violated, misapplied or misinterpreted;
- b) The circumstances involved;
- c) The decision rendered by the immediate supervisor at Level I;

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d) The specific remedy sought.

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2120.4.3 Level III, Board of Directors' Personnel Committee. In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing (sample attached hereto as Appendix "B") to the District Board of Directors' Personnel Committee within five (5) days after the Level II decision is rendered. Such grievance shall then be discussed by the parties in an attempt to settle the grievance. The District shall provide a written answer to the Union within five (5) working days after said meeting.

2120.4.3.1 The parties involved may, within ten (10) days from the issuance of the Level II response, elect to form a Conciliation Committee. Sessions shall be confidential, and recommendations shall be advisory. The Conciliation Committee shall consist of one spokesperson for each party and a conciliator chosen by the California State Department of Industrial Relations/Conciliation Service.

2120.4.3.2 If the conciliation process does not satisfactorily resolve the grievance, the grievant may appeal the grievance to Level IV with ten (10) days of the last conciliation session, provided that the Conciliator has certified the matter for Step IV; only those unresolved issues remaining after Step III may go forward.

2120.4.4 Level IV, Full Board of Directors. If within five (5) business days following receipt of the answer from Level III the grievance has not been adjusted to the employee's satisfaction, the grievance may be submitted to the full Board for a final administrative decision.

2120.5 Basic Rules

2120.5.1 If an employee does not present the grievance or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved.

2120.5.2 A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.

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Appendix "B"

EMPLOYEE GRIEVANCE FORM Rubidoux Community Services District

Employee's Name: _____ Date: _____

Statement of grievance, including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted:

Circumstances involved:

Decision rendered by the informal conference:

Specific remedy sought:

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POLICY TITLE: Hours of Work and Overtime
POLICY NUMBER: 2122

2122.1 This policy shall apply to all non-exempt employees.

2122.2 The regular hours of work each day shall be consecutive except for interruptions for meal periods and breaks.

2122.3 A workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and, except as otherwise provided herein, a basic workweek is defined to consist of five (5) consecutive workdays of eight (8) hours each, Monday through Friday. (For employees assigned to a 9/8/80 schedule, the workweek, for purposes of overtime calculation, shall begin after four (4) hours of work on their eight-hour day.) The regular work hours shall be 8:00 a.m. to 5:00 p.m. with one (1) hour off for lunch.

2122.3.1 Clerical Staff shall have a 9/8/80 schedule (i.e., employees would work eight nine-hour days and one eight-hour day during a two-week period). For the nine-hour days, the work shift is 7:15 a.m. to 5:15 p.m. with the exception of a one-hour meal period. For the eight-hour day, the work shift is 8:15 a.m. to 5:15 p.m. with the exception of a one-hour meal period. Holidays will be credited as eight-hour days, even when they fall on a day that would normally be assigned as a nine-hour day. One hour of vacation time will be added to the eight hours of holiday credit to complete the compensated leave for the day.

2122.3.2 Field Staff shall have a 4/10 schedule (i.e., employees would work four ten-hour days during a two-week period). The work shift is 6:45 a.m. to 5:15 p.m. with the exception of a half-hour meal period. Holidays will be credited as eight-hour days, even when they fall on a day that would normally be assigned as a ten-hour day. Two hours of vacation time will be added to the eight hours of holiday credit to complete the compensated leave for the day.

2122.3.3 The District reserves the right to modify work schedules in order to accommodate business needs. Each employee's direct manager will inform them of their specific work schedule and of any schedule changes as far in advance as possible. Employees may not change their own schedules without prior written approval from their manager.

2122.4 Overtime is defined as:

2122.4.1 Time worked in excess of eight (8) hours on a scheduled workday if a five (5) day, eight (8) hour per day work week is in effect; or,

2122.4.2 Time worked in excess of scheduled hours on a scheduled workday if an alternative workweek is in effect such as a 9/8/80 schedule or a four (4) day, ten (10) hour per day work week is in effect; or,

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2122.4.3 Time worked on Saturday shifts commencing after 12:01 a.m.,

2122.4.4 Time worked on Sunday shifts commencing after 12:01 a.m.,

2122.4.5 Time worked on a designated holiday.

2122.4.6 Time worked in excess of forty (40) hours in the workweek.

2122.5 Other than regular hours of work, any time worked by an employee in emergency repair or emergency maintenance of facilities of the District shall be compensated at the overtime rate of pay.

2122.5.1 A schedule shall be maintained by the Supervisor whereby maintenance employees shall be assigned, on a rotational basis, to be "on-call" on weekends, holidays, and other times not considered regular hours of work for District employees.

2122.5.2 When an employee is on-call, ~~they he/she~~ shall be provided a District cellphone which will provide notification in the event of an emergency repair/maintenance work need. The cellphone shall be kept in the on-call employee's possession during the entire on-call period. Notification of an emergency-repair/maintenance job may also be given verbally, in person or telephonically by the Supervisor or standby person.

2122.5.3 When an employee is on-call, ~~they he/she~~ shall be free to utilize their time as desired but must remain available to respond to an emergency call.

2122.6 Attendance.

2122.6.1 Punctual and regular attendance is an essential job requirement. Employees are therefore expected to be at work as scheduled and to arrange personal matters around working hours. Employees are also expected to return from their breaks and meal periods on time. Except in an emergency, employees must have advance permission to leave work before they are regularly scheduled to do so.

2122.6.2 Although employees are expected to be at work on time, the District understands that this is not always possible. If an employee is unable to report to work as scheduled for any reason, ~~theyhe/she~~ must notify their manager as early as possible, but in no case later than 30 minutes before the employee's shift is scheduled to begin. Employees must notify their manager of the reason for their absence and when they expect to return to work. If the employee's manager is not available, the employee should leave a message and call back later to speak directly with the manager. Failure to notify the manager of the intent to be tardy or absent may result in disciplinary action, up to and including termination. If the employee's manager is unavailable, they should contact Human Resources.

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POLICY TITLE: Letters of Recommendation

POLICY NUMBER: 2124

2124.1 The Board of Directors recognize that the District faces exposure to significant liability through the provision of letters of recommendation of District employees. The Board finds that it is, therefore, in the best interest of the District to ensure that letters of recommendation issued by individuals in their capacity as District employees, or which could be reasonably interpreted as written in the individual's capacity as a District employee, be accurate and conform to all requirements of law. Therefore, the General Manager or ~~his/her~~their designee is directed to create and implement a practice whereby all letters of recommendation are reviewed and approved by the General Manager or ~~his/her~~their designee before dissemination.

2124.1.1 The General Manager or designee shall process all requests for references, letters of recommendation, or information about the reasons for separation regarding all District employees other ~~than~~than themselves ~~himself/herself~~. All letters of recommendation to be issued on behalf of the District for current or former employees must be approved by the General Manager or ~~their~~ ~~his/her~~ designee.

2124.1.2 At ~~his/her~~ their discretion, the General Manager or ~~his/her~~their designee may refuse to give a recommendation. Any recommendation ~~they~~ ~~he/she~~ gives shall provide a careful, truthful, and complete account of the employee's job performance and qualifications.

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POLICY TITLE: **Nepotism**
POLICY NUMBER: 2126

2126.1 It is the policy of Rubidoux Community Services District to seek for its staff the best possible candidates through appropriate search procedures. The District has established guidelines for employment of relatives in order to maintain high morale and professional working relationships among employees. Vacancies shall not be filled by the employment of relatives of District employees where a supervisory or other conflict of interest may exist.

2126.1.1 For the purpose of this policy, "close relative" is defined as husband, wife, domestic partner, mother, father, son, daughter, sister, brother, grandchild, grandparent, guardian, father-in-law, mother-in-law, sister-in-law, brother-in-law or other comparable relationships.

For business reasons of supervision, security or morale, the District may refuse to place spouses and registered domestic partners in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for such individuals than for other persons. In determining whether there is a greater potential for conflict, the General Manager, or designee, shall carefully assess the actual work setting to determine whether that setting would pose, because of the mutual concerns such individuals are assumed to bear, a potential conflict of interest or other hazard greater for these individuals than other employees. If the potential conflict or hazard is greater, the District shall take such steps to regulate the employment of the individuals to avoid the conflict or other hazard. The District shall attempt to match reasonably the severity of its actions towards the individual to the degree of risk and the significance of the potential harm involved.

Where potential conflicts of interest exist, the District retains the right to disqualify one party to the relationship for a position privy to confidential matters who has a spouse or registered domestic partner already in the District's employment, when such relationship could result in the compromise of confidential information.

If co-employees marry (or enter into a relationship similar to marriage, including a registered domestic partnership) or become related by marriage, the District will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security and morale following completion of the assessment discussed above. If such efforts prove to be unsatisfactory, the District reserves its rights to transfer, terminate or reassign said employee as may be appropriate to alleviate the concern.

This policy shall apply to all employees of the District, including both full-time, part-time temporary and seasonal positions.

Rubidoux Community Services District

POLICY TITLE: Payroll Deductions for Salaried Employees

POLICY NUMBER: 2128

2128.1 Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, a salaried employee will receive their ~~his or her~~ full salary for any work week in which they ~~he or she~~ performs any work, regardless of the number of days or hours worked. A salaried employee may not be paid for any work week in which they ~~he or she~~ performs no work, subject to the District's benefits programs and policies.

2128.2 No deductions from salary may be made for time when work is not available, provided the salaried employee is ready, willing, and able to work. Deductions from pay are permissible when a salaried employee:

- Is absent from work for one (1) or more full days for personal reasons other than sickness or disability;
- Is absent for one (1) or more full days due to sickness or disability if the deduction is made in accordance with a plan, policy, or practice of providing compensation for salary lost due to illness;
- Is absent for military duty and performs no work during the time off;
- Works less than a full week during the initial or final week of employment;
- Violates safety rules of major significance; or
- Violates written workplace conduct rules applicable to all employees and is suspended without pay for one (1) or more full days.

2128.3 It is Rubidoux Community Services District's policy to comply with these salary basis requirements. Therefore, Rubidoux Community Services District prohibits all employees and managers from making any improper deductions from the salaries of exempt employees. Rubidoux Community Services District wants employees to be aware of this policy and know that Rubidoux Community Services District does not allow deductions that violate Federal or State law.

2128.4 If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor.

2128.5 Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Rubidoux Community Services District

POLICY TITLE: Performance Evaluation

POLICY NUMBER: 2130

2130.1 This policy shall apply to all employees, except temporary employees.

2130.2 In order to provide employees with information concerning their employment progress and to identify areas to improve job performance, the employee's Supervisor and/or General Manager will conduct formal written employee evaluations at least once per year. Employee evaluations will be given within two (2) weeks of the employee's anniversary date of employment.

2130.3 Ratings. Performance evaluations shall be in writing on forms prescribed by the General Manager or ~~their his or her~~ designee. The evaluation shall provide recognition for effective performance and also identify areas that need improvement. All evaluations will have an overall evaluation of Unsatisfactory, Improvement Needed, Satisfactory, Above Satisfactory, or Outstanding.

- Unsatisfactory Work is well below the standard expected of a competent worker in that job position, a majority of the time. Unsatisfactory ratings must be substantiated in a written statement by the evaluator.
- Improvement needed performance is frequently less than the standard expected of a competent worker in that job position, and improvable with additional training, experience, or effort.
- Satisfactory Work performance consistently meets the standard expected of a competent worker in that job position.
- Above Satisfactory Work performance is generally above the standard expected of a competent worker in that job position, a majority of the time.
- Outstanding Work performance is consistently and distinctly well above the standard expected of a competent worker in that job position; performance is superior. Outstanding ratings must be substantiated in a written statement by the evaluator.

2130.4 Evaluation Procedure. The performance evaluation must be signed by the evaluator, as well as the employee, and discussed with the employee. Unscheduled performance evaluations may be made at the discretion of the General Manager or ~~their his or her~~ designee. Performance evaluations can be appealed to the General Manager by filing a written appeal with the General Manager within five (5) working days of the employee receiving the evaluation. Employee evaluation appeals will only be considered by the General Manager; they will not be heard by the Board and are not subject to the Grievance Procedure. The General Manager may only modify employee evaluations if there is a compelling reason to do so.

Rubidoux Community Services District

POLICY TITLE: Pre-Employment Physical Examinations

POLICY NUMBER: 2132

2132.1 All individuals who are offered full-time, temporary or part-time employment shall be required to submit to a physician's examination and controlled substance test at District expense.

2132.1.1 Employment will not occur until after a negative controlled-substance test result is certified, and until after a qualified physician has certified the individual as fit to perform the type of work required by the position applied for. The General Manager may authorize the hiring of an individual in advance of these certifications if ~~they~~ he/she believes waiting may jeopardize the District's opportunity to secure an appropriately qualified candidate or in emergency situations. However, such pre-certification offers of employment shall clearly specify that they are conditional upon a negative controlled-substance test result and/or the physician's fitness-for-work certification, and that employment will be terminated if controlled-substance test results in a positive outcome or if the physician does not certify the employee as fit to perform the type of work required for the position.

2132.1.2 Employment will not occur if the individual refuses to cooperate in the examination and testing.

2132.2 Retesting of an individual who was previously employed on a temporary, part-time or full-time basis will be required if more than three months have elapsed since the individual's last day of work for the District.

2132.3 Appointments, if necessary, with the medical facility providing the examination and controlled substance testing shall be made by the individual to be tested.

2132.4 When the individual to be tested reports to the medical facility for the scheduled examination and controlled substance testing, they must provide proof of identification, such as a driver's license photo or a state-issued photo identification card.

2132.5 All test results shall be kept confidential. The applicant may be told they failed to pass the test, but only the General Manager and their confidential designee shall have access to the actual test results.

Rubidoux Community Services District

POLICY TITLE: Political Activity
POLICY NUMBER: 2134

2134.1 While participation in political activity is a sign of good citizenship, certain guidelines should be observed.

2134.1.1 Employees should not say or publish anything that implies District endorsement of any candidate.

2134.1.2 Employees are not to engage in political activity, including soliciting funds or being solicited for funds during working hours, on District premises, or while wearing a District uniform.

Rubidoux Community Services District

POLICY TITLE: Separation from District Employment

POLICY NUMBER: 2136

2136.1 Resignation. To leave District service in good standing, an employee must file a written notice of resignation with the General Manager at least two (2) weeks before the effective date of separation of employment from the District. The General Manager may, however, grant good standing with less notice if ~~he/she~~they determines the circumstances warrant. Resignations may not be withdrawn without the General Manager's approval.

2136.2 Layoffs. Whenever, in the judgment of the District Board of Directors, it becomes necessary, due to the lack of work, lack of funds, or other economic reason, or because the necessity for a position no longer exists, the Board of Directors may abolish any position of employment, and the employee holding such position may be laid off or offered the option of moving to another position within the District, if a position is available and if the employee is qualified without disciplinary action and without the right of appeal.

2136.2.1 Notification. Employees to be laid off will be given at least fourteen calendar days prior notice, if possible.

2136.2.2 Except as otherwise provided, whenever there is a reduction in the work force, the General Manager shall first demote to a vacancy, if any, in a lower position for which the employee who is the latest to be laid off is qualified.

2136.2.3 An employee affected by layoff may have retreat rights to displace an employee who has less seniority in a lower position that the employee has previously occupied or supervised. For the purpose of this document, seniority includes all periods of regular full-time service at or above the retreat position being considered.

2136.2.4 Order of Layoff. Employees are generally laid off in the inverse order of their seniority in their classification in the department, although this order is subject to business needs. Seniority is determined based upon date of hire in the department. Within each class, and subject to business needs, employees will generally be laid off in the following order: temporary, part-time, probationary, and regular.

In cases where there are two (2) or more employees in the classification in the department from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last overall evaluation rating in the class, providing such rating has been on file at least thirty (30) days and no more than twelve (12) months prior to lay off, as follows: (1) all employees having a rating of "unsatisfactory"; (2) all employees having ratings of "improvement needed"; (3) all employees having ratings of "satisfactory"; (4) all employees having rating of "above satisfactory".

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2136.2.5 The names of persons laid off or demoted in accordance with this policy shall be entered upon a re-employment list. The re-employment list shall be used by the General Manager when a vacancy arises in the same or lower position.

2136.2.6 Names of persons laid off shall be carried on the re-employment list for one year, except that persons appointed to regular positions of the same level as that from which they were laid off, shall upon such appointment, be removed from the list. Persons who refuse re-employment shall be removed from the list. Persons re-employed in a lower position in the same classification, or on a temporary basis, shall be continued on the list for the higher position for one year. At the discretion of the General Manager, the list may be extended for an additional year.

2136.3 Dismissal of Employees. A tenured employee may be dismissed at any time by the General Manager for cause, and after consulting with District Legal Counsel.

2136.3.1 The following shall constitute sufficient cause for dismissal:

2136.3.1.1 Conviction of a felony;

2136.3.1.2 Fraud in securing employment;

2136.3.1.3 Misappropriation of District funds or property;

2136.3.1.4 Intentional or gross misconduct;

2136.3.1.5 Failure to respond or improve regarding an item specified in Section 2104, after an evaluation or corrective action plan has failed to produce an improvement to performance;

2136.3.1.6 Incapacity due to mental or permanent physical disability rendering the employee unable to perform job duties with or without a reasonable accommodation;

2136.3.1.7 Severe physical or mental disability that prevents the employee from performing their essential functions, even with reasonable accommodation: and,

2136.3.1.8 Other reasons, subject to a test for "Just Cause."

2136.3.2 A probationary employee, including a promotional probationary employee, may be dismissed at any time during a probationary period without right of appeal, grievance or hearing. In case of such dismissal, the General Manager shall notify the dismissed probationary employee that ~~they he/she are~~is being separated from District service.

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2136.4 Notice of Dismissal. The notice of dismissal shall be prepared by the General Manager after consultation with District Counsel and shall contain the information required by 2104.

2136.5 Exit Interview. For the purpose of ascertaining potential eligibility for unemployment insurance benefits, all employees separating from the District for any reason shall be given an interview prior to termination. The interview shall be conducted by a representative of the General Manager and shall produce specific information as to the causes and reasons for the separation. The information shall be recorded on a standard form provided by the District, which the employee shall be required to sign. A copy of the complete report shall be transmitted to the employee's immediate supervisor and General Manager for comment and be returned for retention in the employee's personnel file.

2136.6 Property Return Agreement. Upon employment with the District, each employee may complete a Property Return Agreement if they receive any District property. Property includes, but is not limited to, laptops, cell phones, PDAs, equipment, keys, reports, proprietary information, and any other job-related materials. All District property must be returned prior to departure.

2136.7 Employment Reference Checks. All inquiries regarding a current or former District employee must be referred to the General Manager. Should an employee receive a written request for a reference, ~~they~~ he or she must refer the request to the General Manager for handling. Employees may not issue a reference letter to any current or former employee without the permission of the General Manager.

Under no circumstances should an employee release any information about a current or former employee over the telephone. All telephone inquiries regarding any current or former employees of the District must be referred to the District Manager.

In response to an outside request for information regarding a current or former District employee, the General Manager will only verify an employee's name, date of employment, and job title. No other data regarding any current or former District employee will be released unless the employee authorizes the District to release such information in writing, or the District is required by law to furnish any information.

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POLICY TITLE: Temporary Reclassifications

POLICY NUMBER: 2138

2138.1 The General Manager may temporarily assign an employee to perform work normally performed by another employee or position classification at a different level or salary.

2138.2 An employee temporarily assigned to perform work of a lower paid classification shall not have their ~~his~~ or ~~her~~ salary reduced, and an employee temporarily assigned to perform work of a higher paid classification shall receive compensation equal to either the lowest salary step for that position that would provide for an increase in pay or five percent (5%), whichever is less, for all time spent in the acting position in excess of four (4) consecutive work weeks. An approved reclassification shall continue only until such time as the employee is returned to their original job duties.

2138.3 Temporary assignments to a higher or lower paid class need to be in writing and approved by the General Manager in advance.

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POLICY TITLE: Unlawful Harassment and Discrimination

POLICY NUMBER: 2140

2140.1 Policy Statement. The District strictly prohibits unlawful harassment and discrimination. This includes harassment and discrimination on the basis of sex(including pregnancy, sexual orientation, or gender identity), gender, ~~sexual orientation, gender identity~~, gender expression, genetic information, race, color, ancestry, national origin, religious creed, physical disability, mental disability, medical condition and genetic information (including family medical history), age (40 or over), marital status, military and veteran status, or any other protected class under applicable law.

2140.2 Application.

2140.2.1 This policy applies to all phases of the employment relationship, including, but not limited to, recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

2140.2.2 This policy applies to all officers and employees of the District, including, but not limited to, full- and part-time employees, per diem employees, temporary employees, and persons working under contract for the District.

2140.3 Harassment Defined. Harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual's sex and/or membership in one of the above-described protected classifications, and:

2140.3.1 Submission to the offensive conduct is an explicit or implicit term or condition of employment;

2140.3.2 Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or

2140.3.3 The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

2140.3.4 Examples of what may constitute prohibited harassment include, but are not limited to, the following:

- Kidding or joking about sex or membership in one of the protected classifications;
- Hugs, pats, and similar physical contact;

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- Assault, impeding or blocking movement, or any physical interference with normal work or movement;
- Cartoons, posters, e-mails, texts and other materials referring to sex or membership in one of the protected classifications;
- Threats intended to induce sexual favors;
- Continued suggestions or invitations to social events outside the workplace after being told such suggestions are unwelcome;
- Degrading words or offensive terms of a sexual nature or based on the individual's membership in one of the protected classifications;
- Prolonged staring or leering at a person;
- Similar conduct directed at an individual on the basis of race, color, ancestry, national origin, ~~sex (including pregnancy, sexual orientation, or gender identity)~~ religious creed, physical disability, mental disability, medical condition, age (40 or over), marital status, military or veteran status, ~~sexual orientation, gender identity~~, gender expression, genetic information, or any other protected classification under applicable law.

2140.4 Procedure.

2140.4.1 Internal Reporting Procedure.

2140.4.1.1 Any employee who believes that ~~they have been he or she has been the a~~ victim of sexual or other prohibited harassment or discrimination by coworkers, supervisors, managers, clients or customers, visitors, vendors, or others (including third parties) should immediately notify ~~their his or her~~ supervisor or, in the alternative, the General Manager, depending on which individual the employee feels most comfortable in contacting. If the complaint is against the General Manager, the employee should contact the Board President.

2140.4.1.2 Additionally, supervisors who observe or otherwise become aware of harassment that violates this policy have a duty to report it to the General Manager, so the District can try to resolve the claim internally.

2140.4.2 External Reporting Procedure. Any employee who believes that ~~they he or she has~~ been the victim of sexual or other prohibited harassment by co-workers, supervisors, clients or customers, visitors, vendors, or others may file a complaint with the California Department of Fair Employment and Housing ("the DFEH"). The phone number for the

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DFEH is located in the phone book under government agencies.

2140.5 Investigation.

2140.5.1 Upon the filing of a complaint with the District, the complainant will be provided with a copy of this policy. The complainant shall be notified in a timely manner that their complaint has been received and will be investigated. The General Manager is the person designated by the District to investigate complaints of harassment and/or discrimination. The General Manager may, however, delegate the investigation to qualified, impartial personnel at their his/her discretion. In the event the harassment or discrimination complaint is against the General Manager, a different investigator shall be appointed by the President or the Board of Directors. A fair, timely and thorough investigation will be conducted. All parties to the investigation will receive appropriate due process.

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2140.5.2 Charges filed with the DFEH are investigated by the DFEH.

2140.6 Internal Documentation Procedure.

2140.6.1 When an allegation of harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the General Manager.

2140.6.2 The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment or discrimination, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. The investigator's notes shall be made at the time the verbal interview is in progress. Any other documentary evidence shall be retained as part of the record of the investigation. Upon completion of the investigation, the results shall be given to the complainant, the alleged harasser, and the General Manager.

2140.6.3 Based on the report and any other relevant information, the General Manager shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made constitutes unlawful harassment or unlawful discrimination. In making that determination, the General Manager shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question; the context in which the conduct, if any, occurred; and the conduct of the person complaining of harassment or discrimination. The determination of whether harassment or discrimination occurred will be made on a case-by-case basis by the General Manager. All investigations should be closed in a timely manner.

2140.7 Confidentiality. All records and information relating to the investigation of any alleged harassment and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the

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investigatory or disciplinary process, or as otherwise reasonably necessary.

2140.8 Remedies.

- 2140.8.1 Remedial Action. If the General Manager determines that the complaint of harassment or discrimination is founded, the General Manager shall take immediate and appropriate disciplinary action consistent with the requirements of law and any personnel rules or regulations pertaining to employee discipline. Other steps may be taken to the extent reasonably necessary to prevent recurrence of the harassment and to remedy the complainant's loss, if any.

Disciplinary action shall be consistent with the nature and severity of the offense, the rank of the harasser, and any other factors relating to the fair and efficient administration of the District's operations.

- 2140.8.2 In the event a complaint is filed with the DFEH, and the DFEH finds that the complaint has merit, the DFEH will attempt to negotiate a settlement between the parties. If not settled, the DFEH may issue a determination on the merits of the case.

Where a case is not settled, the DFEH may pursue litigation in civil court with the Complainant as the Real Party in Interest. Legal remedies available through the DFEH for a successful claim by an applicant, employee, or former employee include possible reinstatement to a former job; award of a job applied for; back pay; front pay; reasonable attorneys' fees; and under appropriate circumstances, punitive damages, out-of-pocket losses, affirmative relief, training, and emotional distress damages.

In the alternative, the DFEH may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.

- 2140.9 Retaliation. Retaliation against anyone for opposing conduct prohibited by this policy or for filing a complaint with or otherwise participating in an investigation, proceeding or hearing conducted by the District or the DFEH, is strictly prohibited by state regulations. It may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.

2140.10 Employee Obligation.

- 2140.10.1 Employees are not only encouraged to report instances of harassment or discrimination, they are obligated to report instances of harassment.
- 2140.10.2 Employees are obligated to cooperate in every investigation of harassment or discrimination, including, but not necessarily limited to:

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- Coming forward with evidence, both favorable and unfavorable to a person accused of harassment or discrimination; and
- Fully and truthfully making a written report or verbally answering questions when required to do so during the course of a District investigation of alleged harassment or discrimination.

2140.10.3 Knowingly, falsely accusing someone of harassment or discrimination or otherwise knowingly giving false or misleading information in an investigation of harassment or discrimination shall result in disciplinary action, up to and including, termination of employment.

2140.11 Training. The District will provide training to all employees as required by applicable law.

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POLICY TITLE: Inclusive Workplace Policy

POLICY NUMBER: 2141

2141.1 Purpose. The District is dedicated to maintaining a safe and productive workplace environment for all employees. This policy sets forth guidelines to address the needs of transgender and gender non-conforming employees and clarifies how the law should be implemented in situations where questions may arise about how to protect the legal rights or safety of such employees. This inclusive workplace policy does not anticipate every situation that might occur with respect to transgender or gender non-conforming employees, and the needs of each transgender or gender non-conforming employee must be assessed on a case-by-case basis. However, in all cases, the goal is to ensure the safety, comfort, and healthy development of transgender or gender non-conforming employees while maximizing the employee's workplace integration and minimizing stigmatization of the employee.

2141.2 Definitions. The definitions provided within this policy are not intended to label employees but rather to assist in understanding this policy and the legal obligations of employers. Employees may or may not use these terms to describe themselves.

2141.2.1 Transgender. Transgender is a term used to describe people whose gender identity differs from the sex they were assigned at birth.

2141.2.2 Gender expression. Gender expression is defined by the law to mean a person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth. It includes an individual's characteristics and behaviors (such as appearance, dress, mannerisms, speech patterns, and social interactions) that may be perceived as masculine or feminine.

2141.2.3 Gender identity. Gender identity is a person's internal understanding or sense of being male, female, or something other or in-between, regardless of the sex they were assigned at birth. Each person has a gender identity.

2141.2.4 Gender non-conforming. Gender non-conforming is a term that describes people who have, or are perceived to have, gender characteristics and/or behaviors that do not conform to traditional or societal expectations.

2141.2.5 Transitioning. Transitioning is a process some transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth. This process may include, but is not limited to, changes in name and pronoun usage, facility usage, participation in employer-sponsored activities or undergoing hormone therapy, surgeries, or other medical procedures.

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2141.3 Right to Privacy. Transgender employees have the right to discuss their gender identity or expression openly, or to keep that information private. The transgender employee can decide when, with whom, and how much to share of their private information.

Management, human resources staff, and coworkers should avoid revealing an employee's transgender status or gender non-conforming presentation to others without the transgender employee's consent and should only do so with coworkers who need to know to do their jobs.

2141.4 District Records. The District will change an employee's official employment record to reflect a change in name and/or gender upon request from the employee, to the extent it is possible. Please note that certain types of records, like those relating to payroll and retirement accounts, may require a legal name change before the person's name can be officially changed. However, to the extent possible, the District will work to reflect an employee's preferred name on District records without proof of a legal name change.

2141.4.1 Name/Pronoun. A transgender employee has the right to be addressed by the name and pronoun corresponding to the employee's gender identity. District employment records will also be changed to reflect the employee's new name and gender, to the extent possible, upon the employee's request.

2141.5 Transitioning. Employees who transition during their employment with the District can expect the support of management and human resources staff. HR will work with each transitioning employee individually to ensure a successful workplace transition.

2141.6 Restroom Accessibility. All employees have a right to safe and appropriate restroom facilities, including the right to use a restroom that corresponds to the employee's gender identity or gender expression, regardless of the employee's sex assigned at birth. Employees shall have access to the restroom corresponding to their gender identity or gender expression. Any employee who has a need or desire for increased privacy, regardless of the underlying reason, will be provided access to a unisex single-stall restroom, if available. No employee, however, shall be required to use such a restroom.

2141.7 Locker Room Accessibility. All employees have the right to use the locker room that corresponds to their gender identity or gender expression, regardless of the employee's sex assigned at birth. Any employee who has a need or desire for increased privacy, regardless of the underlying reason, can be provided with a reasonable alternative changing area such as the use of a private area, or using the locker room that corresponds to their gender identity or gender expression before or after other employees. Any alternative arrangement for transgender employee will be provided in a way that allows the employee to keep their transgender status confidential.

2141.8 Dress Code. The District does not have a dress code that restrict employees' clothing or appearance on the basis of gender. Transgender and gender non-conforming employees have the right to comply with District's dress code in a manner consistent with their gender identity or gender expression.

2141.9 Discrimination/ Harassment. It is unlawful and violates the District's policy to discriminate in any way

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against an employee because of the employee's actual or perceived gender identity and/or gender expression. Additionally, it also is unlawful and contrary to this policy to retaliate against any person objecting to, or supporting enforcement of legal protections against gender identity and/or gender expression discrimination in employment.

2141.9.1 Investigation. Any incident of discrimination, harassment, or violence based on gender identity or expression will be given immediate and effective attention, including, but not limited to, investigating the incident, taking suitable corrective action and providing employees and staff with appropriate resources.

| 2141.9.2 Complaint. Any employee who believes ~~he, she, or they~~ are the victim of unlawful harassment or discrimination based on gender identity or gender expression shall promptly file a complaint with the immediate supervisor and/or General Manager. The process for filing a complaint is outlined in Policy 2140.

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POLICY TITLE: Expenses/Vehicle Costs Reimbursement
POLICY NUMBER: 2142

2142.1 In accordance with California law, the District reimburses employees for all expenses that they incur directly in performing their job duties. In order to obtain reimbursement from the District, the employee must, as required by IRS regulations, submit a copy of the appropriate bill, receipts or other satisfactory evidence identifying the costs incurred to the Director of Finance and Administration. The employee must also complete the appropriate reimbursement request form and verify the amount of the expense, the date the expenses were incurred, and the reason why they were incurred. All reimbursement requests should be submitted within 30 days of incurring the expense.

2142.2 When an employee is authorized to use ~~their his/her~~ personal vehicle in the performance of District work, ~~they he/she~~ shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

2142.3 Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.

2142.4 Every attempt shall be made to coordinate work so that District vehicles are available and operational for the performance of said work.

2142.5 Proof of adequate insurance coverage for collision, personal injury, and property damage shall be required by the District of any employee using a personal vehicle in the performance of District work.

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POLICY TITLE: Fair Pay Act Policy

POLICY NUMBER: 2143

2143.1 The District follows all applicable state and federal laws requiring equal pay for employees for substantially similar work. Substantially similar work is a composite of skill, effort and responsibility when performed under similar working conditions. Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity is prohibited. Pay differentials may be valid in certain situations as set forth in applicable law. California's Fair Pay Act and the District prohibit discrimination and retaliation against any employee who invokes or assists in the enforcement of the Fair Pay Act. Employees will not be retaliated against for inquiring about or discussing wages.

If you believe you are not being paid the same wage as other employees engaged in substantially similar work of a different race, ethnicity or sex, please report your concerns to the Human Resources Department so that appropriate corrective action may be taken.

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POLICY TITLE: Cellphone Reimbursement Program

POLICY NUMBER: 2144

214~~4~~.1 The purpose of the Cellphone Reimbursement Program is to provide guidance on the usage of cellular devices, establish reimbursement procedures, and to distinguish between District owned and personal owned equipment/services. The goal of the Cellphone Reimbursement Program is to reduce District costs related to the use and administration of cell services. Below will provide the required guidelines in how the program is administered.

214~~4~~3.2 The Cellphone Reimbursement Program will be considered non-taxable consistent with IRS regulations provided that the employee maintains the type of cellphone coverage that is reasonably related to the needs of the District, and the reimbursement is reasonably calculated so as not to exceed expenses the employee actually incurred in maintaining the cell phone. Additionally, the reimbursement for business use of the employee's personal cell phone must not be a substitute for a portion of the employee's regular wages.

214~~4~~3.3 It is recognized that technology evolves rapidly, and therefore specific technologies and the terms used for them changes rapidly. These terms are loosely defined to include future technologies not specifically listed below, but which provide similar function or capability. For purposes of this Program, the term "cellphone" refers to mobile phones provided by wireless carriers that are used for voice and text messaging purposes; including smart phones that have data plans for email, internet access, and a variety of custom-built applications.

214~~4~~3.4 Eligibility. This section outlines eligibility requirements for the Cellphone Reimbursement Program.

214~~4~~3.4.1 District Owned Equipment. Currently, the District provides cellphones to certain administrative and field type employees. All employees with a District provided cellphone would not be eligible to participate under the Cellphone Reimbursement Program simultaneously. Guidelines for District owned equipment includes:

- District equipment is solely for business use; personal use is strictly prohibited.
- The cellphone carrier will be determined by the District and may change over time.
- Cellphone equipment will be limited to devices selected and approved by the District.
- Administration will provide technical support for District owned equipment, in addition to assistance with replacement equipment.

~~2143~~2144.4.2 Employee Owned Equipment. Full-time employees in positions required to use cellphones to conduct District business on a regular basis as determined by functional responsibilities are eligible for a monthly reimbursement. Employees eligible for a monthly reimbursement include those where:

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- The employee is frequently away from access to traditional land-based phone services or District radio services. For purposes of this Program, the use of land-based phones, radio equipment, and District computers are considered primary business communication tools for sustained efficiency and reliability; and/or
- The employee's job requires them to spend a considerable amount of time outside of their assigned office or work area during normal working hours and needs regular access to telephone and/or internet connections while away from the office; and/or
- The employee's job requires them to be accessible outside of the employees regularly scheduled work shift. Overtime for eligible employees must be in accordance with the District's overtime policy at Policy 2122; and/or
- Employees required to promptly respond to media, legislative, and Board of Director inquiries outside of normal working hours.

The General Manager will make the final determination of employees required to maintain a cellphone for District business. This will be based on the criteria above as well as knowledge of the employee's duties and budget considerations. The General Manager may choose to make exceptions to this procedure on a case-by-case basis.

| **21432144.5** Program Guidelines, Allocation, and Procedures. Guidelines for the Cellphone Reimbursement Program include:

- Employees are responsible for the purchase of a cellular phone and payment of the monthly service plan charges. The personally owned cellphone must be available for the employee to be contacted at all times.
- Employees must provide the District with the cellphone number obtained as a result of the reimbursement.
- The District must be notified if cell services are cancelled or expire.
- Recipients of the reimbursement will manage all interaction with their service provider for technical, equipment, and billing support outside of District business hours.
- All contractual obligations agreed upon by the employee and their service provider is their sole responsibility; including any termination fees.
- The employee is responsible for replacement of lost or stolen equipment, as well as for the repair of broken equipment.

| **21432144.5.1** Reimbursement Allocation. The maximum monthly allowable reimbursement amount will be communicated to eligible employees via a memorandum from the General Manager, which may not exceed the employee's monthly cell services billed amount. The maximum monthly allowable reimbursement amount will be re-evaluated by the General Manager on an annual basis and adjusted via a memorandum to participating employees. In the event the employee has an unusually high volume of calls due to District special events or an emergency, the District will consider one-time variations to the allowance amount on a case-

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by-case basis. The requests for special consideration must be approved by the General Manager. If business usage exceeds cost of stipend, submit expense reimbursement to the General Manager with appropriate documentation.

| 214~~43~~.5.2 Reimbursement Procedure. Upon the initial enrollment in the Cellphone Reimbursement Program, employees will be required to provide their current cellphone bill to determine the reimbursement does not exceed the incurred cost. On a semi-annual basis, the employee will be required to provide their current cellphone bill to determine that their personal cell services are still active. All employees enrolled in the Program will have their reimbursement amount included on their first paycheck of each month.

| 214~~43~~.6 Safety. In the interest for the safety of our employees and other drivers, the District requires employees to comply with all applicable laws and to use care while using any cell services while driving.

| ~~21443~~2144.7 Separation from the District. In the event an employee separates from the District, the employee will no longer receive the reimbursement under the Cellphone Reimbursement Program.

| 214~~43~~.8 Violation of Procedures. Failure to maintain cell phones in working order, provide the necessary documentation or maintaining compliance with safety requirements may result in violation of the Program and subsequent removal.

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POLICY TITLE: Whistleblowing Policy

POLICY NUMBER: 2145

2144.1 It is the policy of Rubidoux Community Services District that its employees should be free to report violations of law, abuse of authority, fraud, economic waste, or gross misconduct, incompetence or inefficiency without fear of retaliation or retribution. This policy is based on a finding that the Rubidoux Community Services District best serves itself and its membership when it can be candid and honest without reservation in conducting the business of the Rubidoux Community Services District.

The Rubidoux Community Services District prohibits retaliation by employees, Board members or volunteers against any staff member, Board member or volunteer for making good faith complaints, reports or inquiries regarding illegal or improper activities under this policy to the Rubidoux Community Services District or any law enforcement agency, or for participating in a review or investigation of any such complaints under this policy. This protection extends to those whose allegations are made in good faith, but prove to be mistaken. The Rubidoux Community Services District reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints or reports regarding alleged illegal or improper activities, or who otherwise abuse this policy.

Therefore, the purpose of this policy is to: (1) encourage staff, Board members and volunteers to report to the Rubidoux Community Services District any credible information in their possession regarding illegal or improper activities and/or retaliation as defined herein, including violations of the Rubidoux Community Services District's policies, promptly to those members of the Rubidoux Community Services District specified in this policy; and (2) prohibit the Rubidoux Community Services District's Board of Directors, General Manager and supervising employees from retaliating against any employee who reports illegal or improper activities to the Rubidoux Community Services District or law enforcement agencies as provided herein; and (3) specify a procedure by which information regarding illegal or improper activities of or retaliation by members of the Board of Directors or employees can be reported to the Rubidoux Community Services District and investigated; and (4) provide a hearing process to any employee or Board member who has filed a written complaint with the Rubidoux Community Services District alleging actual or attempted acts of retaliation in response to having made a protected disclosure to the Rubidoux Community Services District or law enforcement protected by this policy.

2144.2 Definitions.

- a) "Illegal Order" means a directive to violate or assist in violating a federal, state or local law, rule or regulation, or an order to an employee to work or cause others to work in conditions outside of their scope of duty that could unreasonably threaten the health and safety of employees or the public.
- b) "Illegal or Improper Activity" means an activity by a member of the Board of Directors, an employee, or a volunteer of the Rubidoux Community Services District that is undertaken in the performance of that person's duties that is either: (1) a violation of any applicable state or federal law or regulation including, but not limited to, corruption, malfeasance, bribery, theft of property, fraud, coercion, conversion, abuse

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of property or willful omission to perform a duty; or (2) violates Rubidoux Community Services District policies, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. Illegal or Improper Activity includes alleged financial, accounting or audit improprieties and alleged ethical violations by employees or Board members.

- c) "Protected Disclosure" means a good faith communication from an employee or Board member of the Rubidoux Community Services District to the Rubidoux Community Services District or law enforcement agencies that discloses information that may be evidence of Illegal or Improper Activity.
- d) "Retaliation" means an employee or director using or attempting to use their official authority or influence over an employee to intimidate, threaten, or coerce any employee in order to interfere with the rights of employees to freely report Illegal or Improper Activity to the Rubidoux Community Services District or a law enforcement agency. Retaliation includes, but is not limited to, promising to confer, or conferring any benefit; affecting or threatening to affect any reprisal; or taking or directing others to take, recommend, or approve any personnel action against an employee making a Protected Disclosure including, but not limited to, demotion, transfer, assignment, performance evaluation, suspension, or other disciplinary action including termination.

2144.3 Encouragement of Reporting of Illegal or Improper Activity. Rubidoux Community Services District encourages employees and members of the Board to file complaints or reports about Illegal Orders or Illegal or Improper Activity or alleged Retaliation with the General Manager. All such complaints shall include specific facts supporting any allegation of Illegal or Improper Activity, or Retaliation, as defined by this policy. Complaints of Illegal or Improper Activity or Retaliation may be made anonymously, but such anonymity may impede the ability of the District to conduct a thorough investigation. If the General Manager is alleged to be involved in the complaint or report, then such complaint shall be filed with the President of the Board of Directors. If the President of the Board is also alleged to be involved in the complaint, then the complaint or report shall be filed with the Rubidoux Community Services District's General Counsel.

Other allegations with respect to which the Rubidoux Community Services District has existing complaint, grievance or appeal procedures as specified in the District's policies should be addressed pursuant to those procedures, such as issues of alleged discrimination or harassment which are processed by the Rubidoux Community Services District's human resources department. This policy is not intended to provide a procedure for the filing of employee or Board member complaints regarding any employment issues other than whistleblowing activities and protection of employees from Retaliation for making Protected Disclosures.

2144.4 Investigations of Allegations of Illegal or Improper Activity. The General Manager may request that a person submitting a complaint alleging Illegal or Improper Activity provide their name and contact information and provide the names and contact information for any persons who could help substantiate the claim. However, this information is not required in order to submit a complaint.

Upon receiving a complaint from any employee or member of the Board that an employee or Board member has engaged in an Illegal or Improper Activity, the General Manager will conduct an investigation of the allegations in the complaint. The identity of the person filing the complaint, or of any person providing information in confidence

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regarding the facts in the complaint shall not be disclosed without the express permission of the person providing the information. However, the General Manager may disclose the facts in the complaint to a law enforcement agency in the event that an allegation of criminal conduct is contained in the complaint filed with the Rubidoux Community Services District.

The General Manager may request the assistance of Rubidoux Community Services District General Counsel and/or any outside consultant for assistance in evaluating an allegation of Illegal or Improper Activity or conducting an investigation of Illegal or Improper Activity as authorized by this policy. The General Manager shall investigate the allegations in the complaint and prepare a report of the results of the investigation within sixty (60) days of the date of the complaint.

If, upon completion of the investigation, the General Manager finds that an employee, volunteer or Board member may have engaged or participated in an Illegal or Improper Activity, the General Manager shall make such findings in the investigative report and include recommended actions to prevent the continuation or recurrence of the Illegal or Improper Activity. Such recommendations may include taking disciplinary action against those employees found to have violated this policy, which action may be taken by the General Manager. The investigative report may also recommend imposing sanctions, including loss of office or committee assignments, on those Board members found to have violated this policy. In that event the report shall be filed with the Personnel Committee of the Board of Directors which shall comply with the policies of the Rubidoux Community Services District in initiating discipline against a member of the Board of Directors. The Rubidoux Community Services District shall keep confidential all investigation work product including the investigative report.

2144.5 Complaints of Retaliation and Investigation. An employee or volunteer who believes ~~they he or she~~ have ~~has~~ been subjected to Retaliation as defined and prohibited by this policy shall file a written complaint with the General Manager which specifies the alleged retaliatory conduct and identifies the individuals allegedly engaged in such conduct.

Upon receipt of the complaint the General Manager shall commence an investigation of the allegations contained in the complaint of Retaliation, which shall include interviews of the complainant and any potential witnesses. The General Manager may utilize the services of Rubidoux Community Services District General Counsel and/or other consultants in conducting such investigation and preparing an investigation report. A written investigation report regarding the alleged Retaliation shall be completed within thirty (30) days of receipt of a complaint of Retaliation.

Based on the investigation, the General Manager shall make a determination as to whether Retaliation occurred in violation of this policy and, if so, what steps should be taken to remedy the situation. The General Manager's decision shall be communicated to the complaining employee or volunteer. In making their determination, if it is alleged that improper disciplinary action was taken against the complaining employee or volunteer in Retaliation for having made a Protected Disclosure, the General Manager shall consider whether the taking or failing to take any personnel action with respect to an employee who has complained of Retaliation is justified on the basis of evidence separate and apart from the fact that the person has made a Protected Disclosure, such as inadequate job performance. If the evidence in the investigation reveals that a Protected Disclosure was a contributing factor in the alleged Retaliation against a former or current employee, the burden of proof shall be on the

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supervisor or other employee imposing the discipline to demonstrate by clear and convincing evidence that the alleged personnel action would have occurred for legitimate, independent reasons even if the complaining employee had not engaged in Protected Disclosures of Illegal or Improper Activity.

The investigation report of the alleged Retaliation prepared by the General Manager shall include a written decision as to whether this policy has been violated. If the investigation report concludes that this policy has not been violated and the complaining employee disagrees with the determination of the General Manager, the complaining employee may appeal in writing the decision to the Personnel Committee of the Board of Directors. That appeal must be filed within ten (10) business days of receipt of the investigation report and decision of the General Manager.

If an appeal is filed, the Personnel Committee of the Board of Directors shall conduct a hearing of the complaining employee's appeal and hear and receive all evidence submitted by the complaining employee. In hearing the appeal, the Personnel Committee may take evidence, and hear testimony from the complaining employee and other witnesses. The Personnel Committee shall consider whether an activity protected by this policy was a contributing factor in the alleged Retaliation against the complaining employee and if the alleged retaliatory action could have occurred for legitimate, independent business reasons even if the complaining employee had not made Protected Disclosures. The Personnel Committee shall render a final decision in writing to the complaining employee within thirty (30) days after completing the hearing which concludes whether Retaliation prohibited by this policy has occurred or not. If the Personnel Committee finds that the provisions of this policy have been violated, it shall order that any personnel action taken against the complaining employee be reversed and that a memorandum be placed in the employee's personnel file indicating the results of the decision of the Personnel Committee of the Board of Directors on appeal.

A complaining employee shall be required to exhaust their administrative remedies by filing an appeal with the Personnel Committee of the Board of Directors regarding any alleged violation of this policy before being entitled to commence a civil action in the Superior Court.

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POLICY TITLE: Dress Code & Personal Standards

POLICY NUMBER: 2200

2200.1 At Rubidoux Community Services District, professional image is important and is maintained, in part, by the image employees present to customers, each other, visitors, vendors, and others in our business. In choosing appropriate work attire, employees should consider factors including tastefulness, anticipated requirement for public contact, the nature of the job, and working conditions.

2200.1.1 All employees who are required to wear uniforms shall wear the appropriate uniform for their work area. If an employee is governed by the MOU, the employee should follow the rules pertaining to ~~their his or her~~ dress code as outlined in the relevant MOU. Employees are permitted to wear the uniform only during their work hours, work time, or traveling to and from work, or while representing the District. An employee shall not wear ~~their his or her~~ District uniform while off-duty.

2200.2 Rubidoux Community Services District expects all employees to use good judgment and taste in matters of personal grooming and dress. Good judgment includes consideration for both Rubidoux Community Services District and its constituents and clients. Attire should be in keeping with the dignity and image of a professional office. Employees should always be neat and clean in appearance, dressed in reasonably professional attire.

2200.2.1 No visible tattoos are allowed anywhere on the head, face, or neck, unless for religious reasons or purposes that the employee professes or provides information of religious affiliation or associate. Any visible tattoos cannot be obscene, sexually explicit, or otherwise violate the District's policy against unlawful harassment or discrimination. Extremist or gang-related tattoos are also not permitted. All non-conforming tattoos must be covered with clothing or a bandage while at work, or must be removed.

2200.2.2 No objects, articles, jewelry or ornamentation of any kind shall be attached to or through the skin if visible on any body part (including the tongue or any part of the mouth) except that an employee may wear two sets (i.e., four holes total) of reasonable-sized (i.e., small and professional-looking) earrings in the ear lobe. Piercings as described herein shall be allowed if the employee provides information of religious affiliation or association related to ~~their his or her~~ piercings. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer while the employee is working.

2200.2.3 There will be no unlawful discrimination based on "protective hairstyles" or religious clothing.

2200.3 In all cases, supervisors will assist employees to determine what is considered appropriate attire for the particular situation. The following is offered as a general guideline:

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- Business Casual Attire (Monday through Friday). No torn or faded jeans, t-shirts, exposed midriffs, low cut tops showing cleavage, tops with spaghetti straps, tube-tops, halter tops, sweats, shorts, tennis shoes, flip flops, or other informal or inappropriate attire.
- Business Attire (Board & Special Meetings). Generally, will include suits, sport coats, dress shirt and tie and dress slacks unless excused by the General Manager in advance.
- Field Work Attire (All times). Field or facility work may require special uniforms or equipment. Employees shall consult with a supervisor on requirements in advance. No personal hats or jackets, including with logos or names on them other than the District, shall be allowed.

Within each general guideline above, attire shall be clean, non-wrinkled, not torn or faded, and shirts tucked-in.

2200.4 Non-Compliance. Employees who are inappropriately dressed may be sent home and directed to return to work in the proper attire. Non-exempt employees will not be compensated for the time away from work. Employees who violate Rubidoux Community Services District dress code policy or grooming standards will be subject to corrective action and disciplinary action, up to and including termination.

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POLICY TITLE: Housekeeping
POLICY NUMBER: 2205

2205.1 All employees are expected to keep their work areas clean and organized and also assist in maintaining an overall clean work environment. Employees using common areas such as lunch rooms and restrooms or equipment are expected to keep them clean and sanitary. Employees are requested to clean up after meals and dispose of trash properly.

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POLICY TITLE: Outside Employment or Solicitation

POLICY NUMBER: 2210

| 2210.1 Employees may hold an outside job if ~~they~~ he/she obtains the written approval of the General Manager. Outside employment is not permitted if:

2210.1.1 The additional or outside employment leads to a conflict, or potential conflict of interest for said employee; or

2210.1.2 The nature of the additional or outside employment is such that it will reflect unfavorably on the District; or

2210.1.3 The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.

2210.2 An employee who does have additional or outside employment shall not be permitted to use District records, materials, equipment, facilities, or other District resources in connection with said employment.

2210.3 Solicitation of non-District business on District property is prohibited. This applies to outside salespersons and to District employees.

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POLICY TITLE: Receipts of Gifts
POLICY NUMBER: 2215

2215.1 An employee or their ~~his/her~~ immediate family (defined as spouse and child) may not accept from, or provide to, individuals or companies doing or seeking to do business with the District, gifts, entertainment, and/or other services or benefits unless the transaction meets all of the following guidelines:

- Is customary and gives no appearance of impropriety and does not have more than a nominal value (\$25.00);
- Does not impose any sense of obligation on either the giver or the receiver;
- Does not result in any kind of special or favored treatment;
- Cannot be viewed as extravagant, excessive, or too frequent considering all the circumstances including the ability of the recipient to reciprocate at District expense;
- Is given and received with no effort to conceal the full facts by either the giver or receiver.

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POLICY TITLE: Uniforms and Protective Clothing
POLICY NUMBER: 2220

2220.1 The cost of uniforms and/or protective clothing, shoes, etc., that field unit employees are required to wear shall be borne by the District. -The District provides the uniforms with a District insignia and employee first-name emblem.

2220.2 Uniforms are to be worn during regular working hours and on after-hours calls. This may include wear to and from work. Uniforms are not to be worn at other times.

2220.3 The employee is responsible for maintaining the uniforms in a neat and clean condition. Proper care of the uniform, both on and off the job site, will reflect favorably on the employee and the District. Employees are responsible for replacement of uniforms if damaged by willful negligence of the employee (normal wear and tear is excluded).

2220.4 The District will report to CalPERS the monetary value for providing the employee's required uniforms, as required by applicable law.

2220.5 A work boot allowance is provided by the District for field unit employees as outlined in any applicable Memorandum of Understanding. Upon approval by a field supervisor, the employee will receive a voucher for Boot Barn, and the vendor will be paid directly by the District.- The cost of work boots exceeding the amount stated in the applicable MOU will be borne by the employee.

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POLICY TITLE: Cellular Telephone & Radio Usage
POLICY NUMBER: 2225

2225.1 Personal cellular telephones may be used by employees during hours of work for “essential” personal calls. Responding or making essential personal calls shall conform to Section 2225.4 below.

2225.1.1 Essential personal calls are defined as calls of minimal duration and frequency that are urgent in nature and cannot be made at another time or from a different telephone. Examples of essential personal calls are calls to arrange for care of a child or other family emergency, to alert a family member of an unexpected delay due to a change in work schedule, or to arrange for transportation or service in the event of car trouble, etc.

2225.1.2 To the extent possible, personal cellular telephone usage should be confined to rest and lunch breaks, and in locations such that the conversation is not disrupting to other employees or District business.

2225.2 Personal and District-owned cellular telephone usage will not be permitted by employees who are engaged in a continuous operation, such as a member on a utility crew engaged in the construction or repair of District facilities. Earphones or earbuds on personal devices are prohibited during work hours.

2225.3 Personal and District-owned cellular telephones will be turned off or set to vibration mode during meetings, training sessions or during work hours if the employee's ~~work station~~workstation is in close proximity to others.

2225.4 Employees are expected to operate District vehicles and equipment in a safe and prudent manner. Therefore, if use of a cellular telephone is necessary while driving a District vehicle or operating potentially hazardous equipment, hands-free cellular telephone accessories must be used when available to maximize the employee's attentiveness. In the absence of hands-free accessories, the employee must park the vehicle or pull over to the curb safely before retrieving or placing a call. This applies to personal and District-owned cellular phones in District-owned vehicles. Refraining from using cellular telephones in a hand-held position while operating District vehicles and equipment will lower the employee's risk of causing or becoming involved in an ~~accident~~, and accident and is California law.

2225.5 Camera phones shall not be used in situations where any individual may have an expectation of privacy. This includes but is not limited to restrooms, locker rooms and training rooms.

2225.6 Text messaging devices shall not be used by employees during working hours unless specifically authorized for District purposes by a supervisor.

2225.7 Personal iPod's, MP3's, DVD players or other entertainment devices, with or without earphones, are prohibited. The inability to hear warning signals or sirens or the inability to hear a work-related call are

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| considered safety violations.

2225.8 In addition, if use of District-provided radios is necessary while driving a District vehicle, the employee must park the vehicle or pull over to the curb safely before responding or initiating a call. Again, refraining from using radios while operating District vehicles will lower the employee's risk of causing or becoming involved in an accident.

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POLICY TITLE: Internet, E-mail, Electronics Communications, and Social Media

POLICY NUMBER: 2300

2300.1 Rubidoux Community Services District believes that employee access to and use of the internet, e-mail, other electronic communications resources and social media benefits the District and makes it a more successful local public agency. However, the misuse of these resources have the potential to harm the District's short and long-term success. Employees should have no expectation of privacy in work-related emails or internet usage while using District computers.

2300.2 Rubidoux Community Services District social media accounts including but not limited to Facebook, Instagram and LinkedIn are managed by designated District staff and are intended as tools for the District to communicate with its customers, stakeholders and community members.

2300.2.1 If you follow any of the Rubidoux Community Services District's social media accounts, you can expect regular postings to cover the following but not limited to topics:

- a) News and updates on Rubidoux Community Services District efforts and events.
- b) News and updates on issues related to the services the District provides including water, wastewater, solid waste, fire protection, weed abatement, and street lighting.
- c) Invitations to provide feedback on specific issues related to Rubidoux Community Services District.
- d) Occasional live coverage of events.

2300.2.2 Following. If you follow @Rubidoux_CSD on Facebook, Instagram, and/or LinkedIn, we typically will follow you back. This is automated and does not imply endorsement of any kind. @Rubidoux_CSD may opt not to follow any person or entity.

2300.2.3 Availability. Rubidoux Community Services District will make every effort to update and monitor the social media accounts during the regular business hours. Third-party social media accounts such as Facebook, Instagram, and LinkedIn may occasionally be unavailable and the District accepts no responsibility for their lack of service.

2300.2.4 Emergencies. If you are experiencing issues with any service provided by the District, please contact the Customer Services Department. Please do not rely on any of Rubidoux Community Services District social media platforms as a means of direct communication during emergency situations. If the matter is urgent, please call 951-684-7580.

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2300.3 The District has established this ethics, usage, and security policy to ensure that all District employees use the computer resources, which the District has provided its employees, such as the Internet and e-mail, in an ethical, legal, and appropriate manner. This policy defines acceptable and unacceptable use of the Internet, e-mail, electronic communications, and social media.

2300.4 This policy also establishes the steps the District may take for inappropriate use of the Internet e-mail and social media. All employees must read and adhere to the guidelines and policies established herein. Failure to follow this policy may lead to discipline, up to and including immediate termination.

2300.4.1 Employees shall not use the Internet or e-mail in an inappropriate manner. Inappropriate use of the internet and e-mail includes, but is not limited to:

- a) Accessing internet sites that are generally regarded in the community as offensive (e.g., sites containing pornography or that exploit children), or accessing sites for which there is no official business purpose (e.g., online gaming and shopping websites).
- b) Engaging in any profane, defamatory, harassing, illegal, discriminatory, or offensive conduct or any conduct that is otherwise inconsistent in any way with the District policies.
- c) Distributing copyrighted materials.
- d) As computer viruses can become attached to executable files and program files, receiving, or downloading executable files and programs via email or the internet without express permission of the Systems Administrator is prohibited. This includes, but is not limited to, software programs and software upgrades. This does not include email or documents received via email and the internet.
- e) Use of another person's name or account, without express permission of the System Administrator, is strictly prohibited.
- f) Using the District's computer resources for personal social media, online shopping, and other similar online commercial activities.
- g) Employees must respect all copyright and licensed agreements regarding software or publication they access or download from the internet. The District does not condone violations of copyright laws and licenses and the employee will be personally liable for any fines or sanctions caused by the employee's license or copyright infringement.

2300.4.2 Social Media Comments. Rubidoux Community Services District welcomes feedback and ideas through our social media platforms and will attempt to respond to comments and questions in a timely manner and participate in the conversation wherever possible. Where

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necessary, the District will work with operators of the third-party social media platforms to block comments from parties that post the prohibited content listed below:

- a) Comments not typically related to the particular item being commented upon.
- b) Profane language or content.
- c) Content that promotes, fosters, or perpetuates based on race, creed, color, age, religion, gender, marital status, status regarding public assistance, national origin, physical or mental disability or sexual orientation.
- d) Sexual content or links to sexual content.
- e) Solicitations of commerce.
- f) Conduct or encouragement of illegal activity.
- g) Information that may tend to compromise the safety and security of the public or public systems.

Comments posted on our social media channels by users do not necessarily represent the views or opinions of the District. We encourage open dialogue but do not endorse or validate the accuracy of user comments.

2300.5 Additional Guidelines. Employees are expected to understand and comply with the following additional guidelines regarding use of the internet, District computer systems and social media:

- a) Internet access is to be used for the District business purposes only. Employees who have completed all job tasks should seek additional work assignments. Use of the internet should not interfere with the timely and efficient performance of job duties. Personal access to the internet and email is not a benefit of employment with the District. Limited personal use of the District's systems to access internet, email, and other electronic communications may be permitted only during the employees' authorized break time.
- b) Employees do not have any right or expectation to privacy in any of the District computer and other electronic resources, including email and voicemail messages produced, sent, or received on the District computers and other electronic resources, or transmitted via the District's servers and network. The District may monitor, copy or review the contents of all computer files and other electronic resources, and email messages to promote the administration of the District operations and policies.

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- c) Employees' access to and use of the internet, email, and other electronic communications on the District systems is monitored, and such files and electronic communications may be reviewed by the District at any time. Employees have no expectation of privacy.
- d) Deleting an email message does not necessarily mean the message cannot be retrieved from the District's computer system. Backup copies of all documents, including email messages, that are produced, sent, and received on the District's computer system, can be made.
- e) Email and any attachments are subject to the same ethical standards, and standards of good conduct, as are memos, letters, and other paper-based documents.
- f) Currently all District email sent is not encrypted. Unencrypted email is not a secure way of exchanging information or files. Accordingly, employees are cautioned against transmitting information in an email message that should not be written in a letter, memorandum, or document available to the public.
- g) Email, once transmitted, can be printed, forwarded, and disclosed by the receiving party without the consent of the sender. Use caution in addressing messages to ensure that messages are not inadvertently sent to the wrong person.
- h) Virus scanning software shall be used where provided.
- i) It is advisable for all employees of the District to remind customers, clients, and contractors of security issues when sending confidential email or documents to the District via email. If applicable, our customers, clients, or contractors should be reminded to implement a security policy and make sure their employees understand the ramifications of sending confidential information via email.
- j) Employees must scan all downloadable materials before using or opening them on their computers to prevent the introduction of any computer virus.

2300.6 Social Media Acceptable Use.

- 2300.6.1 Professional Use. Authorized users shall do so only within the scope of the District policies, practices and user agreements and guidelines. Authorized users shall not disclose confidential or proprietary information acquired by way of official position with the District.

Employees shall not use personal media accounts for work purposes, unless to login to District social media sites as may be required by social media site providers. This is to facilitate compliance with public records law and protect information on personal accounts from public disclosure.

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Any employee authorized to post items on any of the District's social media sites shall not express their own personal views or concerns through such postings.

- 2300.6.2 Personal Use. Employees should not use a District email address when using social media in personal capacities. For example, do not create a personal Facebook or Twitter account using your.org email address.

Employment with the District is a public record. Employees should be mindful that whenever District business is discussed only whether in a personal or professional capacity, one's comments can be tied back to employment with the District.

Nothing in this Policy is meant to prevent an employee from exercising their right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity or to express an opinion on a matter of public concern that does not unduly disrupt District operations.

- 2300.7 Employee Acceptance. By signing this agreement, I hereby represent that I have read, understand, and agree to the District's Internet, e-mail, electronic communications, and social media policy.

Date

Signature

Print name here

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POLICY TITLE: Non-Exempt Employee Use of Communication Devices
POLICY NUMBER: 2305

Non-exempt employees may perform necessary and authorized work duties on various communication devices (e.g., smartphones, tablets, laptops, PDAs). All such time spent will be considered as hours worked and will count toward overtime eligibility as set forth by applicable law. Accordingly, they are required to report all time spent working after hours. Therefore, to control costs and avoid unnecessary expenses, non-exempt employees shall not use communication devices for work-related purposes outside of their regularly scheduled hours unless they receive prior written authorization from management. In other words, non-exempt employees shall not review, read, send, or respond to work-related emails outside of their regularly scheduled hours without prior management authorization. Failure to follow this policy will result in disciplinary action.

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POLICY TITLE: Authorized Personal Leave
POLICY NUMBER: 2400

2400.1 Subject to Board approval and upon mutual agreement in writing, leave of absence without pay, not to exceed one hundred and twenty (120) consecutive calendar days, may be granted. In the event such leave of absence is taken, the employee shall not forfeit seniority rights. Health benefit contributions shall be maintained by the District for the first thirty (30) days of such leave of absence.

2400.2 An employee who has been granted a leave of absence in accordance with the provisions in 2400.1 shall return to their regular job at the same step of the same range of the Salary Schedule in effect.

2400.3 Employees may be granted an extended leave of absence without pay, as required by applicable law, beyond the accumulation of paid sick leave during periods covered by Workers' Compensation.

2400.4 Employees on leave of absence without pay for more than twenty (20) consecutive workdays shall not earn sick leave or vacation credits or be entitled to pay for holidays. The employee must actively return to work for at least fourteen (14) calendar days in order for sick leave and vacation credits to commence.

2400.5 If the District does not grant the above extended leave, the affected employee shall be subject for preferential rehire for the same maximum period.

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POLICY TITLE: Bereavement Leave

POLICY NUMBER: 2405

2405.1 This policy shall apply to probationary and regular employees in all classifications.

2405.2 In the event of a death of a family member, an employee may be granted a paid leave of absence not to exceed three (3) days with pay and two (2) days without pay. The three (3) paid days are not to be charged against sick leave or vacation. For the unpaid days, employees may utilize accrued and available sick leave, personal leave, compensatory time off or vacation ~~leave..leave~~. The District may require documentation of the death of the family member so long as it is requested within thirty (30) days of the first day of the leave. The five (5) days need not be consecutive, but all bereavement leave must be completed within three (3) months of the date of death of the family member. The District requests that employees provide reasonable advance notice of when they plan to use Bereavement Leave.

2405.3 "Family member" is defined as being spouse, parents or parents of spouse, registered domestic partner, child, brother, ~~sister, sisters~~sister, sister-in-law, brother-in-law, parent, parent-in-law, grandparents, or grandchildren of the Employee or Employee's spouse, or any other person who is a legal dependent of the employee.

2405.4 Up to four (4) additional days of personal necessity leave for bereavement purposes may be permitted with the General Manager's approval. Said additional days will reduce employee's Accrued Sick Leave.

2405.5 The General Manager or designee may grant at ~~their his/her~~ discretion, bereavement leave to an Employee in the event of a death outside the immediate family where, in ~~their his/her~~ opinion, circumstances warrant such leave.

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POLICY TITLE: Catastrophic Time Bank
POLICY NUMBER: 2410

This policy is applicable only to non-exempt employees, both as to use of and donation to a catastrophic time bank.

2410.1 At the discretion of the General Manager, employees will be permitted to transfer eligible leave credits to a time bank to be used by an employee when a non-work related catastrophic illness or injury occurs.

2410.1.1 Definitions used in the application of this rule:

- a) Catastrophic illness or injury is defined as a non-work related illness or injury which is expected to incapacitate an employee and which creates a financial hardship because the employee has exhausted all of ~~their~~ ~~his/her~~ sick leave and other paid time off.
- b) A time bank is one or more hours of leave credit donated by one or more employees to another employee who has been incapacitated by a catastrophic illness or injury.
- c) Eligible leave credits include vacation. They do not include sick leave or compensating time off (CTO).

2410.1.2 A time bank for catastrophic illness or injury may be established:

- a) Upon the written request of an employee;
- b) Upon determination by the General Manager that the employee in the District is unable to work due to the employee's catastrophic illness or injury; and
- c) That the employee has exhausted all paid leave credit.

2410.1.3 If a time bank is established, any employee may, upon written notice to the Director of Finance and Administration, donate eligible leave credits in one-hour increments, up to a maximum of 80 hours in a one-year period, to the time bank. Donations will be reflected as an hour for hour deduction from the leave balance of the donating employee. When transferring leave credits into a time bank, the District will assure that only credits that may be needed are transferred. Donations are irrevocable.

2410.1.4 In order to receive time from the time bank, an employee must provide appropriate verification of illness or injury as determined by the District. The employee for whom the time bank is established will have any time which is donated to the time bank transferred to their account in one hour increments for use as sick leave only. Donated credits will be reflected as an hour-for-hour addition to the leave balance of the receiving employee. The total amount of leave credits donated may not exceed an amount sufficient to insure the continuance of regular compensation. An employee who receives time through this program shall use any leave credits ~~theyir~~ ~~he/she~~ continues to accrue on a monthly basis prior to receiving time from the time bank.

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2410.2 Use of time from the time bank may not be used to augment benefits received due to a work-related injury or illness.

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POLICY TITLE: Compensation
POLICY NUMBER: 2415

2415.1 This policy shall apply to all District employees.

2415.2 Compensation at Hiring.

2415.2.1 New Employees. All newly appointed employees shall be paid at the first step of the salary range for the position to which the employee is appointed except in certain circumstances and as approved by the General Manager.

2415.2.2 Advanced Step Hiring. If the General Manager finds that qualified applicants cannot be successfully recruited at the first step of the wage range, ~~they he/she~~ may request the Board of Directors to authorize an appointment at an advanced step of the wage range.

2415.2.3 Former Employees. A person who previously held a full-time position from which the person was separated in good standing may, when re-employed in a position with the same or lower pay range than held at separation, be appointed at the same salary rate which was paid at the effective date of the person's termination, or the nearest lower applicable step for the range to which the person is appointed, provided such re-employment occurs within twelve (12) months from the date of said termination.

2415.3 Merit Advancement Within Range.

2415.3.1 Performance Evaluation Required. The Supervisor shall perform a performance evaluation annually for each employee. The General Manager shall authorize a merit advancement within the salary range based on the recommendation of the Supervisor and determining that the employee's performance is satisfactory. This determination shall be noted on the performance evaluation form and placed in the employee's file, with a copy given to the employee.

2415.3.2 Period of Employment Required for Merit Advancement. Unless otherwise specified herein, each employee shall, in addition to receiving a satisfactory performance evaluation, complete the following required time of employment to be eligible to receive a merit increase:

2415.3.2.1 New Employees. A person hired as a new employee shall have a merit advancement date which is twelve (12) months following the appointment date.

2415.3.2.2 Promotion or Demotion. An employee who is promoted or demoted shall have a new merit adjustment date which shall be one year from the date of promotion or demotion.

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2415.3.2.3 Change-in-Range Allocation. If the salary range for an employee's position is changed, the employee's merit advancement date shall not change.

2415.3.2.4 Position Reclassification. An employee whose position is reclassified to a position having the same or lower salary range shall have no change in merit advancement date. An employee whose position is reclassified to a position having a higher salary range shall have a new merit advancement date which is one year following the effective date of the position reclassification.

2415.3.3 Effective Date. An employee's merit increase shall take place on the first day of the pay period in which ~~their his/her~~ merit advancement date falls.

2415.4 Promotion. Employees promoted to a position with a higher salary range may be paid either at the minimum rate of the new range or at the nearest higher rate that the employee would otherwise be entitled to on the date the promotion is effective, whichever is greater, provided that an employee promoted to a salary range in excess of one range above ~~their his/her~~ former range shall receive no less than one range increase [5%], at the same step.

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POLICY TITLE: Educational Assistance
POLICY NUMBER: 2420

2420.1 Full-time employees of the District are encouraged to pursue educational opportunities to assist in obtaining skills and/or knowledge to become better qualified for their his/her current duties and/or prepare for potential advancement within the District.

2420.2 Certification or Re-certification. The District will reimburse regular employees for approved courses of study with the following criteria:

2420.2.1 A refund of the entire cost of tuition and required class materials will be made if the employee received a grade of "B" (80%) or better for the class;

2420.2.2 A refund of one-half (1/2) of the cost of tuition and required class materials will be made if the employee received a grade of "C" (70%-79%) for the class.

2420.2.3 No refund will be made to employees who receive a grade below "C" for the class.

2420.2.4 Courses shall be taken after normal business hours.

2420.2.5 Employee must submit a completed "Expense Reimbursement Form" with grade report and evidence of expenses (receipts, canceled checks, etc.). "Expense Reimbursement Form" must be submitted within 90 days after completion of the course. Parking fees will not be reimbursed.

2420.3 Other Educational Courses. The District will reimburse regular employees for approved courses of study with the following criteria:

2420.3.1 A refund of the entire cost of tuition and required class materials will be made if the employee received a grade of "B" (80%) or better for the class;

2420.3.2 A refund of one-half (1/2) of the cost of tuition and required class materials will be made if the employee received a grade of "C" (70%-79%) for the class.

2420.3.3 No refund will be made to employees who receive a grade below "C" for the class.

2420.3.4 Courses shall be taken after normal business hours.

2420.3.5 Employee must submit a completed "Expense Reimbursement Form" with grade report and evidence of expenses (receipts, canceled checks, etc.). "Expense Reimbursement Form"

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must be submitted within 90 days after completion of the course. Parking fees will not be reimbursed.

2420.4 Reimbursement is limited to \$1,500.00 per year.

2420.5 To be eligible for reimbursement of course costs, the course must be pre-approved by the General Manager prior to enrollment.

2420.6 All reimbursements received by an employee under this program within a twelve (12) month period prior to the date of termination of employment with the District shall be repaid by the employee.

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POLICY TITLE: Family and Medical Leave
POLICY NUMBER: 2425

2425.1 The purpose of this policy is to clarify how Rubidoux Community Services District will implement the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA). The provisions of the Memorandum of Understanding with the union shall prevail, notwithstanding the contents of this policy, unless said provisions are in conflict with the FMLA or CFRA.

2425.2 Eligibility. To be eligible for leave under the FMLA, an employee must have: (1) been employed by Rubidoux Community Services District for at least 12 months, which need not be consecutive, and (2) worked for Rubidoux Community Services District at least 1,250 hours during the 12 months immediately preceding the commencement of leave, and (3) be employed at a worksite where the District employs at least fifty (50) employees within seventy-five (75) miles of the worksite. Effective January 1, 2021, to be eligible for leave under the CFRA, an employee must have: (1) been employed by the Rubidoux Community Services District for at least twelve (12) months, which need not be consecutive; and (2) worked for the Rubidoux Community Services District at least 1250 hours during the previous twelve (12) month period immediately preceding the commencement of the leave.

2425.3 Leave Benefit.

2425.3.1 Eligible employees will be provided with up to 12 work weeks of unpaid leave each year to care for a newborn, adopted, or foster child or for a seriously ill child, parent, or spouse (and for CFRA leave, grandparents, grandchildren, siblings, designated ~~persons and~~ persons and registered domestic partners). ("Designated persons" means any individual related by blood or whose association with the employee is equivalent of a family relationship. An employee is limited to one (1) "designated person" per twelve (12) month period.) In addition, employees who are unable to perform the functions of their position because of a serious health condition will also be entitled to 12 work weeks of unpaid leave. "Serious health condition" includes an illness, injury, impairment, or physical or mental condition that entails:

- (1) Inpatient care in a hospital, hospice, or residential medical care facility; or,
- (2) Continuing treatment by a health care provider.

2425.3.2 Employees will generally be required to use applicable accrued paid leaves permitted by the District, including vacation leave and sick leave. However, an employee shall not use sick leave during a period of leave in connection with the birth, adoption, or foster care of a child or to care for a child, parent, grandparent, grandchild, sibling, designated person, spouse, or domestic partner with a serious health condition unless mutually agreed to by the District and the employee

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Further, employees will make the determination on whether to use sick leave that also qualifies as "kin care" under applicable law.

2425.3.3 Employees on leave who were previously covered by Rubidoux Community Services District's health benefit shall continue to be covered at the level and under the conditions that coverage would have been provided if the employee were continuing to work. Under certain circumstances, employees who fail to return from their leave may be required to repay the amounts the District has paid for their health benefits while out on CFRA or FMLA.

2425.3.4 At the end of the leave the employee will be reinstated to ~~their his/her~~ previous position or to an equivalent job with equivalent pay, benefits, and working conditions. However, the employee will not accrue seniority or employment benefits during the leave period. Rubidoux Community Services District may also require the employee to obtain medical certification that ~~they are he/she is~~ able to resume work.

2425.3.5 Under the CFRA, employees may also be eligible for "qualifying exigency leave" related to the covered duty or call to covered active duty of any employee's spouse, registered domestic partner, child, or parent in the armed forces of the United States, as specified in Section 3302.2 of the Unemployment Insurance Code.

2425.4 Employee Obligations.

2425.4.1 If the event necessitating the leave is foreseeable, the employee must provide ~~their his-or her~~ division manager with at least 30 days' prior written notice. However, if 30 days advance notice for foreseeable leave is not practicable, the employee must provide the division manager with as much notice as practicable.

2425.4.2 Employees seeking leave because of a serious health condition must provide the supervisor with medical certification regarding their condition. The General Manager may require employees to obtain, at Rubidoux Community Services District's expense, a second opinion. If the second opinion differs from the first, the General Manager may require a third opinion from a mutually agreed on health care provider.

2425.4.3 For some leaves, employees will not be permitted to take their leave intermittently or on a reduced-leave schedule without the General Manager's approval. However, intermittent leave or a reduced-leave schedule may, if medically necessary, be taken by the employee because of a serious health condition. An employee who seeks intermittent leave or leave on reduced-leave schedule because of planned medical treatment may be required to transfer temporarily to a different position, with equivalent working conditions, that accommodates recurring periods of leave better than the employee's regular job.

Rubidoux Community Services District

POLICY TITLE: Holidays

POLICY NUMBER: 2430

2430.1 This policy shall apply to all employees.

2430.2 The following days shall be recognized and observed as paid holidays:

New Years Day;
Martin Luther King, Jr.'s Birthday;
Cesar Chavez' Birthday;
Lincoln's Birthday,
Washington's Birthday;
Memorial Day;
Independence Day;
Labor Day;
Admissions Day (floating holiday);
Columbus Day;
Veteran's Day;
Thanksgiving Day;
Day after Thanksgiving;
Christmas Day.

The District shall observe:

1. The Friday immediately preceding a holiday, when the holiday falls on Saturday;
2. The Monday immediately following a holiday, whenever the holiday falls on Sunday;
3. December 26 and January 2 whenever those days fall on Friday;
4. December 24 and December 31 when those days fall on Monday.

2430.3 Employees shall receive eight (8) hours pay for each of the holidays listed above. Eligibility is also granted if the employee was on vacation or had received permission to be absent from work on that specific day or days.

2430.4 When an employee is taking an authorized leave with pay when a holiday occurs, said holiday shall not be charged against said leave with pay.

2430.5 If any employee works on any of the holidays listed above, ~~they he/she~~ shall, in addition to ~~their his/—her~~ holiday pay, be paid for all hours worked at the rate of time and one-half (1½) their regular rate of pay, or as otherwise specified under Policy #2122, "Hours of Work and Overtime."

Rubidoux Community Services District

POLICY TITLE: Jury Duty
POLICY NUMBER: 2435

2435.1 This policy shall apply to probationary and regular employees in all classifications.

2435.2 An employee summoned for jury duty will immediately notify their immediate supervisor and provide a copy of summons to District officials.

2435.3 While serving on a jury, an employee will be given a paid leave of absence for the duration of said jury duty. Said leave of absence is conditional upon the employee returning to work upon dismissal each day to complete ~~their~~ ~~his/her~~ remaining normal workday. It is also conditional upon the employee's conveyance to the District of any compensation received as a juror, not including any travel allowance received.

Rubidoux Community Services District

POLICY TITLE: Rights of Victims of Domestic Violence, Sexual Assault and Stalking

POLICY NUMBER: 2440

2440.1 Your Right to Take Time Off:

- You have the right to take time off from work to get help to protect you and your children's health, safety, or welfare. You can take time off to get a restraining order or other court order.
- If your company has 25 or more workers, you can take time off from work to get medical attention or services from a domestic violence shelter, program or rape crisis center, psychological counseling, or receive safety planning related to domestic violence, sexual assault, or stalking.
- You may use available vacation, personal leave, accrued paid sick leave or compensatory time off for your leave unless you are covered by a union agreement that says something different. Even if you do not have paid leave, you still have the right to time off.
- In general, you do not have to give your employer proof to use leave for these reasons unless it involves an unscheduled absence.
- If you can, you should tell your employer before you take time off. Even if you cannot tell your employer before, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, court order or doctor's or counselor's note of similar document.

2440.2 Your Right to Reasonable Accommodation:

- You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number, transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose and may also request proof showing your need for an accommodation. Your employer cannot tell your coworkers or anyone else about your request.

2440.3 Your Right to be Free from Retaliation and Discrimination: Your employer cannot treat you differently or fire you because:

- You are a victim of domestic violence, sexual assault, or stalking.
- You asked for leave time to get help.
- You asked your employer for help or changes in the workplace to make sure you are safe at work.

You can file a complaint with the Labor Commissioner's Office against your employer if they ~~he/she~~ retaliates or discriminates against you.

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POLICY TITLE: Military Leave
POLICY NUMBER: 2445

The District will grant military leave, as required by applicable law.

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POLICY TITLE: Pregnancy Disability Leave (PDL)

POLICY NUMBER: 2450

2450.1 If you are pregnant, have a related medical condition, or are recovering from childbirth, **PLEASE READ THIS NOTICE.**

California law protects employees against discrimination or harassment because of an employee's pregnancy, childbirth or any related medical condition (referred to below as "because of pregnancy"). California law also prohibits employers from denying or interfering with an employee's pregnancy-related employment rights.

2450.2 The ~~District Company~~ has an obligation to:

- reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
- transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy;
- provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17½ weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from non-leave related employment actions, such as a layoff; and
- provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in the Labor Code.

2450.3 For pregnancy disability leave:

- PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need.
- Once the ~~District Company~~ has been informed that you need to take PDL, the ~~District Company~~ must guarantee in writing that you can return to work in your same position if you request a written guarantee. The ~~District Company~~ may require you to submit written medical certification from your health care provider substantiating the need for your leave.
- PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe "morning sickness," gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.
- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against your four-month entitlement to leave.

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- Your leave will be paid or unpaid depending on the ~~District Company~~ policy for other medical leaves.
- You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
- At your discretion, you can use any vacation during your PDL.
- The ~~Company District~~ requires you to use any available sick leave during your PDL.
- The ~~District Company~~ is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- Taking PDL may impact certain of your benefits and your seniority date; please contact Human Resources for details.
- If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself.) For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

2450.4 Notice Obligations of Employees.

2450.4.1 Give the ~~District Company~~ reasonable notice: To receive reasonable accommodation, obtain a transfer, or take PDL, you must give the ~~District Company~~ sufficient notice for it to make appropriate plans. Sufficient notice means 30 days' advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

2450.4.2 Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to obtain it, the ~~Company District~~ may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame the ~~District Company requests District requests~~, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. The ~~District Company~~ must provide at least 15 calendar days for you to submit the certification. See Human Resources for a copy of a medical certification form to give to your health care provider to complete.

PLEASE NOTE: that if you fail to give the ~~District Company~~ reasonable advance notice or written medical certification of your medical need, the ~~Company District~~ may be justified in delaying your reasonable accommodation, transfer, or PDL.

2450.5 You also may be entitled to additional rights under the California Family Rights Act of 1993 (CFRA) if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date of you want to begin your leave and work. For further information on the availability of CFRA leave, please review your employer's policy regarding the availability of CFRA leave.

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This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about your rights and obligations as a pregnant employee, contact Human Resources, visit the Department of Fair Employment and Housing's website at www.dfeh.ca.gov, or contact the Department at 800-884-1684. The text of the FEHA and the regulations interpreting it are available on the Fair Employment and Housing Commission's website at www.dfeh.ca.gov.

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POLICY TITLE: Meal Periods and Breaks
POLICY NUMBER: 2455

2455.1 All employees shall be permitted to take an unpaid meal period for one-half (1/2) to one (1) hour, depending on the employee's work schedule (i.e. 4/10 or 9/8/80), and designated by the department at or near the middle of the workday, with such time not being considered hours worked. Only under extreme emergency conditions will the meal period be modified. When an employee is directed by the District to work through their meal period, they shall be granted a one (1) hour paid meal period. When an employee is required to work more than two (2) hours additional continuance of their full normal shift, they shall be granted an additional meal period. If both meal periods are missed, the employee shall be granted a one (1) hour paid meal period.

2455.2 Each employee is allowed rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work. Rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or ending of a work shift or lunch period. Rest periods shall be considered time worked. Please keep in mind that when employees are not on a break, they are expected to devote their full efforts to their duties.

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POLICY TITLE: Sick Leave
POLICY NUMBER: 2460

2460.1 This policy shall apply to probationary and regular employees in all classifications.

2460.2 Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be allowed sick leave provided prior notice is provided to the supervisor. Sick leave may be utilized to care for family members (kin care). It is provided for those circumstances where the employee must take time off to care for a sick family member, regardless of the seriousness of the illness. Family members covered include parents, children, siblings, grandparents, grandchildren, designated persons and spouses and are defined as follows:

- 2460.2.1 A "child" means a biological, adopted or foster child, a stepchild, a legal ward or a child for whom an employee stands in loco parentis. This definition of "child" is applicable regardless of age or dependency status.
- 2460.2.2 A "parent" means a biological, foster or adoptive parent, a stepparent, legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- 2460.2.3 The term "spouse" applies only to an individual to whom the employee is legally married and registered domestic partners.
- 2460.2.4 The term "designated persons" means a person identified by the employee at the time the employee requests paid sick days. The District limits an employee to one (1) designated person per twelve (12) month period for paid sick days.

Sick leave may also be used for purposes related to domestic violence, sexual assault or stalking suffered by the employee and as otherwise required by applicable law.

2460.3 Employees shall earn sick leave as follows:

- 2460.3.1 Employees hired prior to July 1, 1991, shall be entitled to sick leave accrual of one and one-half (1 1/2) days per month or eighteen (18) days per year (144 hours per year).
- 2460.3.2 Employees hired after July 1, 1991, shall be entitled to sick leave accrual of one and one-twelfth (1 1/12) days per month or thirteen (13) days per year (104 hours per year).
- 2460.3.3 On the 90th calendar day of employment, the employee shall be entitled to use accrued sick leave. Sick leave credits shall not accrue during a medical leave, a workers' compensation

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leave, or a leave of absence without pay of more than twenty (20) consecutive workdays. The employee must actively return to work for at least fourteen (14) calendar days in order for sick leave credit to commence. Notwithstanding the above provisions related to accrual ceasing, full time employees will always be provided with no less than three (3) days of sick leave by their 120th day of employment and upon their 120th anniversary day in any subsequent year of employment and two (2) additional days of sick leave on their 200th day of employment and every subsequent 200th day anniversary.

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2460.4 If an employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken shall be accumulated from year to year to a maximum credit of seventy-five (75) working days. In February of each year the District shall buy back from each employee those days accumulated in excess of seventy-five (75) days at their current salary.

Sick leave may be utilized for other purposes, but only as approved by the General Manager.

2460.5 All employee absences, regardless of the reason, shall be reported to their designated District Supervisor or the Director of Finance and Administration no later than the beginning of the shift from which the employee will be absent. If the need for sick leave is foreseeable, the employee must provide the Operations/Facilities Manager reasonable advance notification. Failure to report an absence in accordance with this Section may be grounds for disciplinary action and may result in denial of paid leave benefits.

2460.6 It shall be the responsibility and duty of each Supervisor to investigate each claim for sick leave and to approve sick leave with pay where it is determined to be proper. If sick leave for illness or injury exceeds three (3) workdays, the employee, prior to return to work, the District may require the employee to submit a statement of such disability from a physician, surgeon, or other person practicing a recognized healing art certified by the State of California. The statement shall certify that the employee's illness or injury prevented them from performing the duties of their position during the period of absence, and that the employee is released to return to work, with or without reasonable accommodation. As allowed by applicable law, the district reserves the right to require, at any time, a medical examination of any employee by a physician chosen and compensated by the District to determine the employee's fitness for duty.

2460.7 Evidence substantiating the unwarranted use of sick leave, instances of misrepresentation, or violation of the rules defined herein, shall be construed as grounds for dismissal or such other action as may be deemed proper and necessary by the General Manager or designee.

2460.8 Temporary part time employees shall accrue sick leave at the rate of one (1) hour of sick leave for every thirty (30) hours worked.

2460.9 Unauthorized and unexcused absence from duty shall be without pay and will constitute grounds for disciplinary action.

2460.10 Compensation for accrued sick leave.

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- 2460.10.1 Upon retirement or death, the employee or their beneficiary shall be paid at the rate of 100% of the accumulated sick leave, but not to exceed seventy-five (75) days' pay (600 hours). Upon resignation or termination without prejudice after ten (10) years of service, an employee shall be paid 50% of their accumulated sick leave, but not to exceed seventy-five (75) days' pay.
- 2460.10.2 Or, provided that the retiree has reached the age of 60 and worked for the District for ten (10) or more years as of the date of retirement election, s/he may elect to have accumulated sick leave, holidays and vacation placed in an insurance benefit account by the District for purposes of its extant valuation allocated to payment of health insurance premiums (medical, dental, vision) until such time as the retiree's insurance benefit account is exhausted or s/he enrolls in Medicare, whichever occurs first.
- 2460.10.3 Upon the untimely death of the retiree while receiving benefits, eligible spouse and/or dependents shall receive the balance of the insurance benefit account, if any, subject to all applicable federal and state taxes. Pursuant to COBRA, the District shall notify eligible spouse and/or dependents of possible continuation of coverage.
- 2460.10.4 Industrial illness or injury leave shall be converted into cash time with the District paying sick leave and/or when the employee becomes eligible for Workers' Compensation benefits, the District shall pay the difference between the amount received by the employee for Workers' Compensation and the amount the employee would have received had been fully employed. Such payments shall be continued by the District until all sick leave money accumulated and due the eligible employee has been paid to the employee.
- 2460.10.5 If an employee is rehired within one year from the date of separation, any previously accrued and unused sick leave which has not been paid out by the District shall be reinstated upon rehire, as required by applicable law. However, if the employee has been compensated for accrued unused sick leave at separation, the employee will not have their sick leave reinstated upon rehire.

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POLICY TITLE: Time Keeping/Time Records
POLICY NUMBER: 2465

2465.1 It is the responsibility of every non-exempt employee to accurately record time worked. Federal laws require Rubidoux Community Services District to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is the time actually spent on the job performing assigned duties.

2465.2 Overtime compensation will be paid to qualified hourly employees. Overtime work must always be approved by a supervisor before it is performed. In accordance with Federal law, Rubidoux Community Services District rounds this time to the nearest one-quarter hour/fifteen minutes.

2465.3 It is the employee's responsibility to sign and submit on time their time records certifying the accuracy of all time recorded for compensation.

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POLICY TITLE: Time Off for Children - School Activities
POLICY NUMBER: 2470

2470.1 California Law allows a parent or guardian to take up to a total of 40 hours of time off each calendar year (but no more than 8 hours in one month) without pay to participate in their children's activities at school (grades K through 12) or licensed child care provider. The absence is subject to all of the following conditions:

- 2470.1.1 Employees planning to take time off for school visitations must provide as much advance notice as possible and all requests must be approved by the employee's supervisor;
- 2470.1.2 If both parents are employed by Rubidoux Community Services District, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by their ~~his or her~~ supervisor;
- 2470.1.3 Employees must use accrued vacation or compensating time off in order to receive compensation for this time off;
- 2470.1.4 Employees who do not have accrued vacation time or compensatory time off available will take the time off without pay.

2470.2 Suspension. If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their ~~his or her~~ supervisor as soon as possible before leaving work. In compliance with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

- 2470.2.1 Employees must use accrued vacation or compensating time off in order to receive compensation for this time off;
- 2470.2.2 Employees who do not have accrued vacation time or compensatory time off available will take the time off without pay.

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POLICY TITLE: Time Off to Vote
POLICY NUMBER: 2475

2475.1 Rubidoux Community Services District believes that it is the responsibility and duty of employees to exercise the privilege of voting in federal, ~~state~~state, or local governmental elections. In accordance with this philosophy, the Rubidoux Community Services District will grant its employees advance arranged and approved time off to vote and for periods of service as an election official.

2475.2 All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, managers are authorized to grant a reasonable period of time, up to two (2) hours, during the workday to vote. Time off for voting should be coordinated to occur at the beginning or end of a work shift where possible and reported and coded appropriately on timekeeping records.

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POLICY TITLE: Unauthorized Voluntary Absence
POLICY NUMBER: 2480

2480.1 Voluntary absence from work without permission for three (3) consecutive working days shall be considered an automatic resignation.

2480.1.1 After two consecutive days of voluntary absence from work without permission, the District will attempt to notify the employee that the absence will be considered as resignation if it continues consecutively through the third working day.

2480.1.1.1 Constructive resignation may be appealed by the employee, if requested in writing. If appealed, the employee will have an opportunity to present their version of the "facts" at an informal fact-finding hearing with the General Manager.

2480.1.1.2 The fact-finding hearing shall be held within ten (10) days after the end of the three (3) consecutive days of unauthorized voluntary absence.

2480.2 If the employee is reinstated after providing a satisfactory explanation, back pay for the period of absence may be disallowed, including the employee's use of vacation or "comp" time to cover the period of absence.

2480.3 If the General Manager determines, as a result of the evidence presented at the fact-finding hearing, that the employee was voluntarily absent without leave and did not have a satisfactory explanation, the employee's resignation shall be considered to be effective at the end of the third consecutive day of their unauthorized voluntary absence.

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POLICY TITLE: Vacations
POLICY NUMBER: 2490

2490.1 This policy shall apply to regular and probationary employees in all classifications.

2490.2 Paid vacations shall be accrued according to the following schedule on an annual basis:

- (a) Years one (1) through four (4), 10 days;
- (b) Years five (5) through nine (9), 15 days;
- (c) Years ten (10) through fourteen (14), 20 days;
- (d) Additional vacation days will be granted on the following basis:
 - Year fifteen (15), 21 days
 - Year sixteen (16), 22 days
 - Year seventeen (17), 23 days
 - Year eighteen (18), 24 days
 - Year nineteen (19) and thereafter, 25 days

Employees who have completed twelve (12) months of continuous service may take their vacation time all at once, or gradually, with the prior written approval of their supervisor. No vacation may be taken until the employee has completed at least twelve (12) months in regular employee status, unless approved by the General Manager in writing.

Any employee who has served two thousand (2,000) straight time hours or more in paid status during the preceding twelve (12) months annual period computed from the hiring date or anniversary or hiring date, shall be considered to have been employed continuously and shall be granted their ~~his or her~~ vacation in accordance with the provisions of this section.

Vacation time shall not accrue during a medical leave, workers' compensation leave, or leave of absence without pay of more than twenty (20) consecutive work days. The employee must actively return to work for at least fourteen (14) calendar days in order for vacation credit to commence.

2490.3 Approval. Vacation periods shall be taken with the approval of the Director of Engineering, Director of Finance and Administration or Director of Operations at such time as will not impair the work schedule or efficiency of the area assigned to work. Vacation/Holiday Time Earned requests must be submitted at the minimum of two weeks prior to the requested vacation period.

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Any employee deprived of approved vacation by order of the General Manager or designee to meet the convenience of the District, shall be paid for such loss of vacation time, in addition to the compensation earned for such time actually worked.

Unauthorized and unexcused absence from duty shall be without pay and will constitute grounds for disciplinary action.

2490.4 Terminations. After an employee has qualified for vacation, if ~~s/he is~~ they are laid off or is discharged before ~~their his/her~~ next vacation anniversary date, ~~they he/she~~ shall receive accrued vacation pay for which ~~they are he/she is~~ entitled prorated according to the number of full months employed. Prorated vacation shall be based upon one-twelfth (1/12) of the employee's respective vacation accrual at the time of termination consistent with 2490.2. The District shall compensate the employee for ~~his/her~~their accumulated vacation time at ~~his/her~~their straight time rate of pay at the time of termination

In the event an employee receives prorated vacation pay and is rehired within one (1) year, ~~his~~their anniversary date for computation of vacation pay shall be ~~their his~~ date of rehire, provided, however, that ~~their his~~ seniority status for the purpose of determining the vacation pay rate shall be retained. This section does not apply to voluntary quits.

2490.5 Vacation Base. All vacations will be based on the anniversary date of employment.

2490.6 Vacation time may be accumulated or postponed.

2490.7 The District will not require an employee to take vacation time in lieu of sick leave available during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used. A leave of absence for medical reasons will not be granted until all accumulated sick leave and vacation time have been used.

2490.8 If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

2490.9 Vacations may be scheduled at any time during the year upon approval of the Supervisor. Vacation/Holiday Time Earned requests must be submitted at the minimum of two weeks prior to the requested vacation period.

2490.10 Probationary employees shall accrue vacation time during the probationary period. However, a probationary employee may not use vacation time until they have completed twelve (12) months of continuous service.

2490.11 Vacations are provided by the District to employees as a period of exemption from work with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. As such, pay in lieu of vacation time

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away from work shall not be permitted, unless authorized by the General Manager under certain circumstances and at their ~~his/her~~ discretion.

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POLICY TITLE: Workers' Compensation Leave
POLICY NUMBER: 2495

2495.1 Purpose. When an employee sustains an injury or disability arising while in the course of District employment, the employee shall obtain treatment according to the provisions of the California Labor Code, Section 4600 et. seq. and shall receive compensation for the hours not worked while obtaining such medical care. **The employee must report the illness or injury, no matter how minor, to ~~their~~ his/her supervisor immediately.** Accidents, ~~illnesses~~ illnesses, or recurrences not properly reported may jeopardize the employee's legal right to recover worker compensation benefits.

2495.2 The District has prearranged a qualified medical facility to provide quality and prompt medical care to injured employees. However, the employee has the right to designate ~~their~~ his/her physician of choice. Whenever an employee is compelled by direction of ~~their~~ his/her physician to be absent from duty because of such injury or disability, such employee shall be placed on Workers' Compensation Leave and be allowed to take an unpaid leave of absence while receiving workers' compensation benefits. Certification from a recognized medical professional confirming the necessity of the leave must be provided to the District within fourteen (14) days after the leave begins. The duration of the leave will be determined on a case-by-case basis, considering both the injured employee's medical condition and the District's business needs.

The employee may elect during such absence to apply sick leave on a prorated basis to such absence and receive compensation in an amount equal to the difference between compensation received as regular salary and the amount received as Workers' Compensation benefits, not to exceed the amount of available accrued sick leave. Similarly, the employee may elect to use any accrued paid leave time and accrued time off after the sick leave is exhausted.

2495.3 The District is not liable for injuries which occur during voluntary participation in any off-duty recreational, athletic or social activities, including District or employee social events where participation is voluntary and not part of the job.

2495.4 The employee may return to work only after a recognized medical professional certifies that the employee is capable of resuming all of the essential functions of the employee's position. Rubidoux Community Services District may, in its discretion, provide modified or light duty work if the employee's release contains such limitation. If the employee has been released without limitation, the employee will be offered the same position ~~they~~ he or she held previously, unless the job no longer exists or has been filled so that Rubidoux Community Services District can operate safely and ~~efficiently~~ efficiently, or the employment relationship has otherwise been terminated.

2495.5 Workers' compensation leave will run concurrently with any family and medical leave. During the period of leave, Rubidoux Community Services District will continue payment of all premiums for employee benefit plans in place at the time the leave begins.

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POLICY TITLE: Health and Welfare Benefits
POLICY NUMBER: 2505

2505.1 Medical Expense Insurance. Health and dental insurance to cover non-occupational injuries and sickness for probationary and full-time employees in all job classifications, and their dependents, shall be provided by the District. The scope of coverage and the portion of premiums to be paid by the District is subject to periodic review and revision by the Board of Directors.

While on leave, health benefits shall be maintained, and the premiums paid by the District for the first thirty (30) days of unpaid leave of absence.

2505.2 Continuation Coverage. Medical, ~~dental~~dental, and other insurance coverage for employees and/or dependents whose coverage would otherwise terminate due to qualifying events defined by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) may be eligible to continue coverage for a limited time at their own expense, depending on the nature of the termination.

2505.3 Workers' Compensation Insurance. All District employees will be insured against injuries received while on the job as required by State law.

2505.4 State Disability. Temporary disability, for other than on-the-job injury or illness, is covered by the California State Disability Insurance Program administered through the Employment Development Department. A payroll deduction is taken each pay period from the employees' wages, listed as SDI, based on a percentage up to a maximum annual allowance as established by the State of California.

2505.5 Retirement Plan. All District employees shall be enrolled in the District's CalPERS employee retirement plan.

2505.6 Vision Care Benefit. The District shall provide a vision-care insurance plan to all full-time employees and eligible dependents.

2505.7 Long Term Disability. The District shall provide a long-term disability plan to all full-time employees.

2505.8 Non-vesting. All benefits provided by the District are subject to change in keeping with market conditions, State and Federal laws/regulations, negotiations with unions, and/or scope of coverages offered by carriers.

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POLICY TITLE: Illness and Injury Prevention Program
POLICY NUMBER: 2510

2510.1 Program Goal and Outline.

The goal of the District is to provide safe and healthful working conditions for all of its employees. Therefore, the District will maintain a safety and health program conforming to the best practices of agencies of this type. The District's safety and health program will include:

- 2510.1.1 Providing mechanical and physical safeguards to the maximum extent possible.
- 2510.1.2 Conducting a program of safety and health inspections to find and eliminate unsafe working conditions or practices, to control health hazards, and to comply fully with the safety and health standards and law for every job.
- 2510.1.3 Training all employees in good safety and health practices.
- 2510.1.4 Providing necessary personal protective equipment, and instructions for use and care.
- 2510.1.5 Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment.
- 2510.1.6 Investigating promptly and thoroughly, every accident to determine its cause and correct the problem so it will not happen again.

2510.2 Program Responsibility.

Although the District recognizes that the responsibility for safety and health is shared, the General Manager, or designee, shall be responsible and have full authority for implementing this policy and the District's Injury and Illness Prevention Program.

- 2510.2.1 The District accepts responsibility for leadership of the safety and health program, for its effectiveness and improvements, and for providing the safeguards required to ensure safe conditions.
- 2510.2.2 Supervisory personnel are responsible for developing proper attitudes toward safety and health for themselves and in those they supervise, and for ensuring that all operations are performed with the utmost regard for the safety and health of all personnel involved, including themselves.

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- 2510.2.3 No employee will be required to work at a job ~~they~~ ~~he/she~~ knows is not safe or healthful. Employees are responsible for wholehearted, genuine operation of all aspects of the safety and health program, including compliance with all rules and regulations and for continuously practicing safety while performing their duties. Any employee found not practicing safety while performing their duties will be subject to appropriate discipline.

2510.3 Injury and Illness Records.

The District's record keeping system for its Injury and Illness Prevention Program shall conform to Cal/OSHA standards. Records shall be used to measure and evaluate the success of said program.

- 2510.3.1 A report shall be obtained on every injury or illness requiring medical treatment. (See also Section 2510.8.)
- 2510.3.2 Each injury or illness shall be recorded on the "Cal/OSHA Log and Summary of Occupational Injuries and Illnesses," Cal/OSHA Form 300, according to its instructions.
- 2510.3.3 A supplementary record of the occupational injuries and illnesses shall be prepared on OSHA Form 5020, "Employer's Report of Occupational Injury or Illness," with the same information as in 2510.3.2, above.
- 2510.3.4 Annually, the summary Cal/OSHA Form 300 shall be prepared and posted no later than February 1 in a place easily observable by employees. Said form shall remain posted until April 30.
- 2510.3.5 All records specified in this section shall be maintained in the District's files for a minimum of five years after their preparation.

2510.4 Documentation of Activities.

Records shall be maintained of steps taken to establish and maintain the District's Injury and Illness Prevention Program. They shall include:

- 2510.4.1 Records of scheduled and periodic inspections as required by Cal/OSHA to identify unsafe conditions and work practices. The documentation must include the name of the person(s) conducting the inspection, the unsafe conditions and work practices identified, and the action taken to correct the unsafe conditions and work practices. The records are to be maintained for at least three (3) years.
- 2510.4.2 Documentation of safety and health training required by Cal/OSHA for each employee. The documentation must specifically include employee name or other identifier, training dates, type(s) of training and the name of the training provider. These records must also be kept for at least three (3) years.

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2510.5 Program Communication System.

Readily understandable communication shall be maintained with all affected employees on matters relating to occupational safety and health, including provisions designed to encourage employees to inform the District of hazards at the worksite without fear of reprisal. Communications with employees shall include meetings, training programs, posted written information, and a system of anonymous notification by employees about hazards.

- 2510.5.1 Written communications to employees shall be in a language they can understand. If an employee cannot read in any language, said communication shall be made orally in a language ~~they~~ he/she can readily understand.
- 2510.5.2 The District's Code of Safe Practices, below, shall be posted at a conspicuous location in the District's maintenance office, and shall be provided to each supervisory employee who shall keep it readily available.
- 2510.5.3 Periodic meetings (at least one per quarter) of supervisory employees shall be held under the direction of the General Manager, or designee, for the discussion of safety problems and accidents that have occurred. Documentation of these meetings shall be maintained for three years.
- 2510.5.4 Supervisory employees shall conduct "toolbox" or "tailgate" safety meetings, or equivalent, with their crew(s) at least once every month to emphasize safety. Documentation of these meetings shall be maintained for three (3) years.
- 2510.5.5 General employee meetings shall be conducted (at least one per quarter) at which safety is freely and openly discussed by those present. Such meetings should be regular, scheduled, and announced to all employees so that maximum employee attendance can be achieved. Documentation of these meeting shall be maintained for three (3) years. Discussions at these meetings should concentrate on:
 - 2510.5.5.1 Occupational accident and injury history within the District, with possible comparisons to other similar agencies.
 - 2510.5.5.2 Feedback from employees.
 - 2510.5.5.3 Guest speakers from the District's workers' compensation insurance carrier or other agencies concerned with safety.
 - 2510.5.5.4 Brief audio-visual materials that relate to the District's operations.
- 2510.5.6 Training programs shall be conducted when new equipment, machinery or tools are purchased and whenever new substances, processes or procedures are introduced to the

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workplace and represent a new hazard. Employees shall be instructed in the safe operation of said equipment, machinery or tools. Documentation of training programs shall be maintained for three years.

2510.5.6.1 New employees shall be trained by their supervisor in the safe operation of the equipment, machinery and tools with which they will be working prior to being allowed to work independently. Documentation of new employee training shall be maintained for three years.

2510.5.6.2 Training and instruction shall also be provided whenever the District is made aware of a new or previously unrecognized hazard.

2510.5.6.3 Training and instruction will be provided for supervisors to familiarize themselves with safety and health hazards to which employees under their immediate direction and control may be exposed.

2510.5.7 Posters and bulletins relating to and encouraging safe and healthy practices shall be posted on a rotational basis at a conspicuous location in the District's maintenance office.

2510.5.8 News articles and publications devoted to safety shall be distributed to employees. This policy shall also be distributed to all employees upon its adoption, to all new employees at the time of their hiring, and annually thereafter.

2510.5.9 A safety suggestion box shall be maintained where employees, anonymously if desired, can communicate their concerns to the District's General Manager.

2510.5.10 All employees and their designated representative shall have access to the District's Injury and Illness Prevention Program. These individuals may obtain a copy of the Program by submitting a written request to the Director of Operations.

2510.6 Hazard Assessment and Control.

Monthly safety inspections shall be conducted to identify existing hazards in the workplace, or conditions, equipment and procedures that could be potentially hazardous. The inspections shall be conducted by personnel who, through experience or training, are able to identify actual and potential hazards and who understand safe work practices.

2510.6.1 Safety inspectors will observe if safe work practices are being followed and will ensure that unsafe conditions or procedures are identified and corrected properly.

2510.6.2 The frequency of the inspections will depend on the operations involved, the magnitude of the hazards, the proficiency of employees, changes in equipment or work processes, and the history of workplace injuries and illnesses.

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2510.6.3 A written assessment shall be prepared after said inspections which will document identified hazards and prescribe procedures for the elimination of same, and measures that can be taken to prevent their recurrence.

2510.6.4 The General Manager, or designee, will review written inspection reports and/or assessments and will assist in prioritizing actions and verify completion of previous corrective actions. ~~They~~ ~~He/she~~ shall also review the overall inspection program to determine trends.

2510.7 Accident Investigation.

All accidents shall be thoroughly and properly investigated by the Director of Operations, with the primary focus of understanding why the accident or near-miss occurred and what actions can be taken to preclude recurrence. A written report of said investigation shall be prepared which adequately identifies the cause(s) of the accident or near-miss occurrence.

2510.7.1 The investigation must obtain all the facts surrounding the occurrence: what caused the situation to occur; who was involved; was/were the employee(s) qualified to perform the functions involved in the accident or near-miss; were they properly trained; were proper operating procedures established for the task involved; were procedures followed, and if not, why not; where else this or a similar situation might exist, and how it can be corrected.

2510.7.2 The accident investigator must determine which aspects of the operation or process require additional attention (what type of constructive action can eliminate the cause(s) of the accident or near-miss).

2510.7.3 Actions already taken to reduce or eliminate the exposures being investigated should be noted, along with those remaining to be addressed.

2510.7.4 Any interim or temporary precautions should also be noted. Any pending corrective action and reason for delaying its implementation should be identified.

2510.7.5 Corrective action should be identified in terms of not only how it will prevent a recurrence of the accident or near-miss, but also how it will improve the overall operation. The solution should be a means of achieving not only accident control, but also total operation control.

2510.8 Code of Safe Practices.

General:

2510.8.1 All employees shall follow these safe practices rules, render every possible aid to safe operations, and report all unsafe conditions or practices to the Crew Leader, Supervisor, Director of Operations, or General Manager.

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- 2510.8.2 Supervising employees shall insist on employees observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as necessary to obtain observance.
- 2510.8.3 Anyone known to be under the influence of drugs or intoxicating substances which impair the employee's ability to safely perform the assigned duties shall not be allowed on the job while in that condition and will be subject to the discipline specified in Policy #2104.
- 2510.8.4 Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well-being of the employees shall be prohibited.
- 2510.8.5 Work shall be well planned and supervised to prevent injuries in the handling of materials and in working together with equipment.
- 2510.8.6 No one shall knowingly be permitted or required to work while the employee's ability or alertness is so impaired by fatigue, illness, or other causes that it might unnecessarily expose the employee or others to injury.
- 2510.8.7 Employees shall not enter manholes, underground vaults, chambers or other similar places that receive little ventilation, unless it has been determined that it is safe to enter.
- 2510.8.8 Employees shall be instructed to ensure that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the Crew Leader, Supervisor or Director of Operations.
- 2510.8.9 Crowding or pushing when boarding or leaving any vehicle or other conveyance shall be prohibited.
- 2510.8.10 Workers shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received instructions from the Crew Leader, Supervisor or Director of Operations.
- 2510.8.11 All injuries shall be reported promptly to the Crew Leader, Supervisor or Director of Operations so that arrangements can be made for medical or first aid treatment.
- 2510.8.12 When lifting heavy objects, the large muscles of the leg instead of the smaller muscles of the back shall be used.
- 2510.8.13 Materials, tools, or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.
- 2510.8.14 Employees shall cleanse thoroughly after handling hazardous or unhealthy substances, and follow special instructions from authorized sources.

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- 2510.8.15 Work shall be so arranged that employees are able to face a ladder and use both hands while climbing.
- 2510.8.16 Gasoline shall not be used for cleaning purposes.
- 2510.8.17 No burning, welding, or other source of ignition shall be applied to any enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists, and authority for the work is obtained from the Director of Operations.
- 2510.8.18 Any damage to scaffolds, falsework, shoring or other supporting structures shall be immediately reported to the Crew Leader, Supervisor or Director of Operations.

Use of Tools and Equipment:

- 2510.8.19 All tools and equipment shall be maintained in good condition.
- 2510.8.20 Damaged tools or equipment shall be removed from service and tagged "DEFECTIVE".
- 2510.8.21 Pipe or Stillson wrenches shall not be used as substitute for other wrenches.
- 2510.8.22 Only appropriate tools shall be used for the job.
- 2510.8.23 Wrenches shall not be altered by the addition of handle-extensions or "cheaters".
- 2510.8.24 Files shall be equipped with handles and not used to punch or pry.
- 2510.8.25 Screwdrivers shall not be used as chisels.
- 2510.8.26 Wheelbarrows shall not be used with handles in an upright position.
- 2510.8.27 Portable electric tools shall not be lifted or lowered by means of the power cord. Ropes shall be used for this purpose.
- 2510.8.28 In locations where the use of a portable power tool is difficult, the tool shall be supported by means of a rope or similar support of adequate strength.

Machinery and Vehicles:

- 2510.8.29 Only authorized persons shall operate machinery or equipment.
- 2510.8.30 Loose or frayed clothing, or long hair, dangling ties, finger rings, etc., shall not be worn around moving machinery or other sources of entanglement.

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- 2510.8.31 Machinery shall not be serviced, repaired or adjusted while in operation, nor shall oiling of moving parts be attempted, except on equipment that is designed or fitted with safeguards to protect the person performing the work.
- 2510.8.32 Where appropriate, lock-out and/or tag out procedures shall be used.
- 2510.8.33 Employees shall not work under vehicles supported by jacks or chain hoists, without protective blocking that will prevent injury if jacks or hoists should fail.
- 2510.8.34 Air hoses shall not be disconnected at compressors until hose line has been bled.
- 2510.8.35 All excavations shall be visually inspected before backfilling, to ensure that it is safe to backfill.
- 2510.8.36 Excavating equipment shall not be operated near tops of cuts, banks, and cliffs if employees are working below.
- 2510.8.37 Tractors, backhoes and other similar equipment shall not operate where there is possibility of overturning in dangerous areas like edges of deep fills, cut banks, and steep slopes.

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POLICY TITLE: Smoke-free Workplace
POLICY NUMBER: 2515

2515.1 Smoking is prohibited within the buildings, ~~facilities~~facilities, and vehicles of Rubidoux Community Services District. Those who smoke must do so outdoors away from entrances or windows of buildings and covered parking lots in designated areas.

2515.2 Extra care should be taken when working around combustible materials, or out in the field near equipment or supplies.

2515.2.1 Personnel who smoke in the field should use extreme caution and dispose of cigarettes in a responsible and safe manner, not littering or throwing residual parts on the ground or street or areas of drains, etc.

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POLICY TITLE: Drug and Alcohol Testing for Safety Sensitive Employees

POLICY NUMBER: 2520

2520.1 Policy Statement. The purpose of this policy is to assure worker fitness for duty and to protect District employees and the public from risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry. The Federal Highway Administration (FHWA) of the Department of Transportation (DOT) has enacted 49 CFR Part 382 that mandate urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The Department of Transportation has also enacted 49 CFR Part 40 that sets standards for the collection and testing of urine and breath specimens. In addition, the Department of Transportation has enacted "The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the Department of Transportation. This policy incorporates those requirements for safety-sensitive employees and others when so noted. This policy should be interpreted consistently with the regulations set forth above.

Rubidoux Community Services District recognizes that the use of alcohol and/or controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, healthy and productive work environment for all employees, it is the objective of the District to have a work force that is free from the influence of alcohol and controlled substances.

2520.1.1 Applicability. This policy applies to all safety sensitive employees when they are on District property or when performing any District related business. It also applies to off-site lunch periods and breaks when a safety-sensitive employee is scheduled to return to work.

A safety-sensitive employee is:

- a) one in any classification requiring the use of a Class "A" or Class "B" commercial driver's license, as listed in Appendix C;
- b) one who has voluntarily driven a District vehicle requiring a commercial license within the last 12-month period, or who desires in the future to voluntarily drive a District vehicle requiring a commercial license; or,
- c) one who performs safety-sensitive functions as specified in Appendix C. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

2520.1.2 Prohibited Substances. "Prohibited substances" addressed by this policy include the following:

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- a) Drugs: marijuana, amphetamines/methamphetamines, opiates, phencyclidine (PCP), cocaine and any other substances set forth in applicable DOT regulations.
- b) Alcohol. The use of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in DOT guidelines while actually performing, ready to perform, or immediately available to perform any District business is prohibited. "Alcohol" is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.
- c) Legal Medications. Using or being under the influence of any legally prescribed medication(s), or non-prescription medication(s) while performing district business or while on District property is prohibited to the extent that such use or influence affects job safety or effective and efficient job performance. This prohibition includes the use of medically prescribed marijuana. An employee who feels their his/her performance of work-related duties may be impaired by use of any legal substance which carries a warning label that indicates that mental functioning, motor skills and/or judgment may be adversely affected should report it to their his/her supervisor, and medical advice should be sought before performing work-related duties. In the above instance, an employee using legal prescribed medication or non-prescription medication may continue to work if the supervisor determines that the employee does not pose a safety threat and that job performance is not affected by such use.

2520.1.3 Prohibited Conduct.

- a) Manufacture, Trafficking, Possession and Use. Engaging in unlawful manufacture, distribution or dispensing of a controlled substance or alcohol on District premises, in a District vehicle or while conducting District business off the premises is absolutely prohibited. Violation may result in termination. Law enforcement shall be notified, as appropriate, where criminal activity is suspected. Engaging in unlawful possession or use of a controlled substance or alcohol on District premises, in a District vehicle or while conducting District business off the premises is absolutely prohibited. Violation will result in removal from duty and referral to a Substance Abuse Professional (SAP) and may result in discipline up to and including termination of employment.
- b) Impaired/Not Fit for Duty. Any employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from job duties and be required to undergo a reasonable suspicion-controlled substance or alcohol test. Safety sensitive employees failing to pass this reasonable suspicion-controlled substance or alcohol test shall remain off duty and be referred to an SAP. A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the DOT guidelines.

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- c) Alcohol Use. No safety-sensitive employee may report for duty or remain on duty when ~~their his/her~~ ability to perform assigned functions is adversely affected by alcohol or when ~~their his/her~~ breath alcohol concentration is 0.04 or greater. No employee shall use alcohol during working hours. No safety-sensitive employee shall use alcohol within four (4) hours of reporting for duty. Violations of this provision is prohibited and will subject the employee to disciplinary action, including removal from safety-sensitive duty and referral to an SAP.
- d) Compliance with Testing Requirements. All safety-sensitive employees are subject to controlled substance testing and breath alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to an SAP. Refusal to submit to a test can include an inability to provide a urine specimen or breathe sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.
- e) Treatment/Rehabilitation Program. An employee with a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions:
 - (1) Positive Controlled Substance and/or Alcohol Test. A Rehabilitation Program is available for employees who have tested positive for a prohibited substance on a one-time basis only. Employees will be terminated immediately on the occurrence of a second event with a verified positive test result. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. When recommended by the SAP, participation and completion of the rehabilitation program is mandatory. Failure of an employee to attend and complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to and sign a Return-To-Duty Agreement. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one (1) year or longer than five (5) years.
- f) Voluntary Admittance. All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to a rehabilitation program. Requests must be submitted to the General Manager or ~~their his/her~~ designee for review prior to policy violation. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. An employee completing a rehabilitation program must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for thirty-six (36) months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests will result in termination from employment. Participants in the

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rehabilitation program may use accumulated sick leave, vacation and floating holidays, if any.

- 2520.1.4 Proper Application of the Policy. The District is dedicated to assuring fair and equitable application of this Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to ~~their his/her~~ subordinates shall be subject to disciplinary action, up to and including termination of employment.

- 2520.1.5 Testing for Prohibited Substances. Analytical urine-controlled substance testing and breathe testing for alcohol will be conducted as required under DOT guidelines. All safety-sensitive employees shall be subject to testing, based on reasonable suspicion, randomly and following an accident, as defined in the DOT guidelines. In addition, all safety-sensitive employees will be tested prior to returning to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five (5) years, as determined by an SAP. Safety-sensitive employees who perform safety-sensitive functions as defined in the DOT guidelines shall also be subject to testing on a randomly selected and unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the Department of Health and Human Services (DHHS), including split-sample testing. All testing will be conducted consistent with the procedures put forth in the DOT guidelines.

An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substance levels present are above the minimum thresholds established in the DOT guidelines.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of 0.02, but less than 0.04 will be removed from ~~their his/her~~ position for at least twenty-four (24) hours unless a retest results in an alcohol concentration of 0.02 or less. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of DOT guidelines and this policy.

Any employee who has a confirmed positive controlled substance or alcohol test will be removed from ~~their his/her~~ position, informed of educational and rehabilitation programs available, and evaluated by an SAP.

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The District affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process.

Circumstances under Which Employees May be Tested:

- a) Pre-Employment Testing. All job applicants who have been offered District employment, including current safety-sensitive employees who promote, demote or transfer to another safety sensitive position, shall undergo urine-controlled substance testing prior to employment. Receipt of a satisfactory test result is required prior to employment and failure of a controlled substance test will disqualify the candidate from further consideration for employment. Current employees who promote, demote or transfer from non-safety-sensitive to safety-sensitive position shall test negative prior to assignment to a safety-sensitive classification. The District will obtain records from previous employers of new employees in conformance with DOT guidelines. Probationary employees who receive a positive alcohol and/or substance abuse test, or who fail to provide "clean" records from previous employers will fail to complete the District's probationary period.
- b) Reasonable Suspicion Testing. All employees will be subject to urine and/or breathe testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:
 - 1. Adequate documentation of unsatisfactory work performance or on-the-job behavior consistent with substance abuse.
 - 2. Physical signs and symptoms consistent with prohibited substance use.
 - 3. Occurrence of a serious or potentially serious accident that may have been caused by human error consistent with substance abuse.
 - 4. Fights (i.e., physical contact), assaults and flagrant disregard or violations of established safety, security, or other operational procedures.

Reasonable-suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in their his/her work performance due to prohibited substance abuse or misuse.

- c) Post-Accident Testing. Safety-sensitive employees will be required to undergo controlled substance and/or breathe alcohol testing if they are involved in an accident, as set forth in applicable regulations. This includes all safety-sensitive employees who are on duty in the

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vehicles. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or there is a human fatality; or where one or more vehicles incurs disabling damage that requires towing from the site; and the safety-sensitive employee receives a citation under State or local law for a moving traffic violation arising from the accident; or there is a human fatality.

Following an accident, the safety-sensitive employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol and thirty-two (32) hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and be subject to termination of employment. Post-accident testing of safety-sensitive employees will include not only the operation personnel, but any other employees whose performance could have contributed to the accident.

- d) Random Testing. Employees working in safety-sensitive classifications will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before departure, or during duty, or just after the safety-sensitive employee has ceased performing their ~~his/her~~ duty.

When safety-sensitive employees are off work due to long-term lay-offs, illness, injury, or vacation, the employee's name will be placed back into the pool and another employee name selected.

The number of safety-sensitive employees selected for random testing will be the amount required in the DOT guidelines. Currently, 25% of the employee pool is tested for alcohol and 50% for substance abuse. The employee pool will either be all Rubidoux Community Services District safety-sensitive employees or, if the District participates in a consortium of employers, all safety-sensitive employees within the consortium.

- e) Return-to-Duty Testing. All employees who previously tested positive for a controlled substance or alcohol test must test negative and be evaluated and released to duty by the SAP before returning to duty. Employees will be required to undergo unannounced follow-up-controlled substance and/or alcohol breath testing following returning to duty. The SAP will determine the duration and frequency. However, it shall not be less than six tests during the first 12 months, nor longer than 60 months in total, following return to duty.
- f) Employee Requested Testing. Any employee who questions the result of a required controlled substance test may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee unless the second

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test invalidated the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the DOT guidelines. The safety-sensitive employee's request for a retest must be made to the Medical Review Officer (MRO) within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

- g) Records Retention. The District shall maintain complete records of alcohol and/or controlled substance test results for each employee in a secure location with controlled access. Employee records are generally confidential but, will be available to the DOT or any state or local officials with regulatory authority over the District or any of its drivers only and prospective employers as set forth in applicable law. Records will be kept for a minimum of five (5) years regarding the following: driver alcohol tests; positive controlled substance tests; documentation on refusals to take alcohol or controlled substance tests; calibration documentation; and, employee evaluations and referrals. Records will be kept for a minimum of two (2) years regarding the alcohol and controlled substance collection process. Records will be kept for a minimum of one (1) year regarding the following: records of negative and cancelled controlled substance test results (as defined in Part 40 of federal regulations) and alcohol test with a concentration of less than 0.02. 29 CFR 382.401.

Records related to the education and training of breath alcohol technicians, screening test technicians, supervisors, and drivers shall be maintained by the District while the individual performs the functions which require the training for two (2) years after ceasing to perform those functions.

- 2520.1.6 Employee Assessment. Any employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the DOT guidelines will be assessed by an SAP. An SAP is a District selected licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinically experienced in the diagnosis and treatment of drug and alcohol related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance or alcohol abuse or misuse.

If an employee is returned to duty following rehabilitation, ~~they he/she~~ must agree to and sign a Return-to-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one (1) to five (5) years, as determined by the SAP. The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is borne by the employee and is on a one-time basis only. An employee will be immediately terminated from employment on the occurrence of a second verified positive test result. Employees may use accumulated sick leave, vacation, administrative leave, personal necessity leave, and/or floating holidays, if any, to participate in the prescribed rehabilitation program.

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2520.1.7 Test Related Time-Off Work Provisions. Any employee who is relieved from duty due to a positive drug or controlled substance test must use accumulated compensated leave (i.e., vacation, sick leave, administrative leave, personnel necessity leave or floating holidays, if any) during the regularly scheduled work time missed. If the employee has insufficient accumulated compensated leave to cover the regularly scheduled work time missed due to a positive alcohol or controlled substance test, such time shall be without pay. In the event there is a false positive test the District, upon verification, will compensate the employee for any regularly scheduled work time missed as a result thereof.

2520.1.8 Contact Person: Any questions regarding this policy should be directed to the following District representative:

Name: Melissa Trujillo Brian Laddusaw

Title: Human Resources Generalist/ Safety & Facilities Coordinator ~~Director of Finance and Administration~~

Address: 3590 Rubidoux Blvd., Jurupa Valley, CA 92509

Telephone: (951) 684-7580

2520.1.9 Definitions.

- a) Accident - An incident involving a commercial motor vehicle in which there is a fatality or a citation was issued, and either an injury is treated away from the scene, or a vehicle is required to be towed from the scene.
- b) Alcohol - The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.
- c) Alcohol Concentration - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath-testing device.
- d) Alcohol Use – The drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication), containing alcohol.
- e) Breath Alcohol Technician (BAT) - A person who instructs and assists employees in the alcohol testing process and operates an evidential breath-testing device.
- f) Chain of Custody - The procedures used to document the handling of the urine specimen, from the time the employee gives the specimen to the collector, until the specimen is destroyed. This procedure uses the Federal Drug Testing Custody and Control Form (CCF). The CCF also ensures the integrity of each urine specimen by tracking its handling and storage from the point of specimen collection to its final disposition.

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- g) Collection Site - A place designated by the District where individuals present themselves for the purpose of providing a specimen of urine and/or breathe.
- h) Commercial Motor Vehicle - A motor vehicle, or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight ratio of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or, (2) has a gross vehicle weight rating of 26,001 or more pounds; or, (3) is designed to transport 16 or more passengers, including the driver; or, (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.
- i) Confirmation Test - For alcohol testing, means a subsequent test using an EBT, following a screening test with a result of 0.02 grams or greater of alcohol per 210 liters of breath, that provides quantitative data about the alcohol concentration. For controlled substances testing, mean a second analytical procedure performed on a urine specimen to identify and quantify a specific drug or drug metabolite, which is independent of the screen test and uses a different technique and chemical principle from that of the screen test min order to ensure reliability and accuracy.
- j) Controlled Substance (Drug) Test - A method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled substance test may be either an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration.
- k) Covered Employee - A person, including a volunteer or applicant, who performs a safety-sensitive function for the District.
- l) Department of Transportation Guidelines - The controlled substance and alcohol testing rules - 49 CFR Part 382 (FWHA - Commercial Motor Vehicle) - setting forth the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all transportation industries.
- m) District or Employer – Rubidoux Community Services District.
- n) District Time - Any period of time in which an employee is actually performing a District function. Any period of time in which a safety-sensitive employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.
- o) Driver - Any person who operates a commercial motor vehicle. This includes, but is not limited to, full time, regularly employed drivers; casual, intermittent or occasional drivers;

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leased drivers and independent owner-operator contractors. For pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle.

- p) Drug (Controlled Substance) Metabolite - The specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.
- q) Evidential Breath Testing Device (EBT) - A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "conforming products list of evidential breath."
- r) Medical Review Officer (MRO) - A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the employer's drug testing program, who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with their medical history and any other relevant biomedical information. The MRO also must be knowledgeable about DOT Rule 49 C.F.R., Part 40 Section 40.121, the DOT MRO guideline, and the DOT agency regulation applicable to the District. Additional requirements are set forth in 49 C.F.R. Part 40 Section 40.121.
- s) Performing (Safety-Sensitive Function) - A safety-sensitive employee is considered to be performing a safety-sensitive function and includes any period in which the safety sensitive employee is actually performing, ready to perform, or immediately available to perform such functions.
- t) Post-Accident Alcohol and/or Controlled Substance Testing - Testing conducted after accidents on employees whose performance could have contributed to the accident. For drivers this is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation. See "Accident."
- u) Pre-Employment Controlled Substance Testing - Testing conducted after an offer to hire has been extended to a job applicant, but before actually performing District functions as an employee. Also required when employees transfer to a safety-sensitive position.
- v) Prohibited Drugs (Controlled Substances) - Include: Marijuana Metabolites, Cocaine Metabolites, Codeine/Morphine, Oxycodone/Oxymorphone, Hydrocodone/Hydromorphone, 6-Acetylmorphine/6-AM (Heroin), Amphetamine/Methamphetamine, MDMA/MDA, and Phencyclidine (PCP) and any others set forth in applicable DDOT regulations.
- w) Prohibited Substances - Synonymous with drug abuse and/or alcohol misuse or abuse.

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- x) Random Alcohol and/or Controlled Substance Testing - Testing conducted on a random unannounced basis just before, during or just after performance of safety-sensitive functions.
- y) Reasonable Suspicion Alcohol and/or Controlled Substance Testing - Testing conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol misuse or controlled substance abuse.
- z) Refusal to Submit (to an Alcohol and/or Controlled Substance Test) - A refusal to submit to alcohol or controlled substances test means that a driver:
 - 1) Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner/operator) to appear for a test when by C/TPA (see 29 CFR Section 40.61(a);
 - 2) Fails to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences (see 29 CFR Section 40.63 a pre-employment test is not deemed to have refused to test;
 - 3) Fails to provide a urine specimen for any drug test required by this part or DOT agency regulations. Provided, that an employee who does not provide a urine specimen because ~~he or she has~~they have left the testing site before the testing process commences (see 29 CFR Section 40.63(c)) for a pre-employment test is not deemed to have refused a test;
 - 4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen (see 29 CFR Section 40.69(g));
 - 5) Fails to provide a sufficient amount of urine when directed, and it has been determined through a required medical evaluation, that there was no adequate medical explanation for the failure (see 29 CFR Section 40.193(d)(2));
 - 6) Fails or declines to take a second test the employer or collector has directed the driver to take;
 - 7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under 29 CFR Section 40.193(d). In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
 - 8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
 - 9) Is reported by the MRO as having verified adulterated or substituted test result.

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10) Any employee who has been determined to have "refused to test" will face the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions until all return-to-duty requirements are met.

aa) Rehabilitation - The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the SAP and participation in SAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental problems which contributed to job problems.

bb) Return-to-Duty and Follow-Up Alcohol and/or Controlled Substance Testing - Testing conducted when an employee who has violated the prohibited alcohol or controlled substance conduct standards returns to performing duties. Follow-up tests are unannounced, and at least six tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return-to-duty upon the SAP recommendation.

cc) Return-to-Duty Agreement - A document agreed to and signed by the General Manager or ~~their his/her~~ designee, the employee, and the SAP, that outlines the terms and conditions under which the employee may return to duty after having had a verified positive controlled substance test result, or an alcohol concentration of 0.04 or greater on an alcohol test.

dd) Safety-Sensitive Function - On duty time for safety sensitive functions means all time from the time a driver begins work or is required to be in readiness to work until the time ~~he/she is~~ they are relieved from work and all responsibility for performing work. Safety sensitive function shall include:

- (i) All time at the employer plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
- (ii) All time inspecting equipment as required by the FMCSA's subchapters § 392.7 and 392.8, or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- (iii) All time spent at the driving controls of a commercial motor vehicle in operation.
- (iv) All time, other than driving time, in or upon any commercial motor vehicle (except for time spent resting in the sleeper berth).
- (v) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded and unloaded. Remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- (vi) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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ee) Screening (Initial) Test - An analytical procedure in alcohol testing to determine whether an employee may have a prohibited concentration of alcohol in their system. In controlled substance testing, it is an immunoassay screen to eliminate negative urine specimens from further consideration.

ff) Substance Abuse Professional (SAP) - A licensed physician (Medical Doctor or Doctor of Osteopathy), or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC)) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

gg) Supervisor - Foreman, Superintendent, Division Manager or General Manager who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour training on the signs and symptoms of controlled substance abuse.

hh) Vehicle - Bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel used for mass transportation.

2520.2 Procedures.

2520.2.1 Reasonable Suspicion Testing.

- a) An employee who may possibly be under the influence of alcohol and/or controlled substances is observed by a supervisor is subject to this testing. Any employee may identify someone suspected of alcohol and/or controlled substance abuse to any supervisor (employees should realize, however, that it is against District policy to make false or malicious statements about other employees and doing so can result in disciplinary action). The supervisor must witness first-hand the employee's signs and symptoms or other evidence of being under the influence.
- b) The supervisor is then obligated to ensure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the employee in question may be under the influence of alcohol and/or controlled substances.
- c) When the supervisor(s) suspect and believe that the employee may be under the influence of alcohol and/or controlled substances, the employee is then immediately suspended from duty (with pay) and driven by a District employee (or others designated) to the District specified collection site. Because of a testing facility requirement, the employee in question must show proof of identification, such as a driver's license photo or state-issued photo identification card. Whenever practical, the General Manager (or their ~~his/her~~ designee) should be notified in advance of the employee being taken to the collection site.

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- d) At the collection site, the employee will be required to submit a urine sample in the event that controlled substances are suspected, or a breath sample in the event that alcohol intoxication is suspected by the on-duty technician. Care will be taken to provide the employee reasonable privacy without compromising the integrity of the sample.
- e) The District will take precautions to prevent the employee being tested from going back to work and driving their own car home if any of the tests are positive. Instead, the employee will be taken home from the collection by a District employee (or others designated).
- f) The employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated immediately. The employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for twenty-four (24) hours after administration of the test. The employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified SAP who will assess the employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination of employment.
- g) The employee whose controlled substance test results are verified negative will be reinstated immediately. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified SAP who will assess the employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination of employment.

2520.2.2 Random Testing.

- a) The compliance company notifies the General Manager, who in turn notifies the supervisor to send the safety-sensitive employee to the collection site for alcohol and/or controlled substance testing.
- b) The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee sent to the collection site must have proof of identification, such as a driver's license photo or state-issued photo identification card.
- c) At the collection site, the safety-sensitive employee will be required to submit a urine sample (in the event that controlled substances are to be tested for) or a breath sample (in the

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event that alcohol is being tested for) to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.

- d) The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be released to return to work. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater will be referred to a District specified SAP who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination of employment.
- e) The safety-sensitive employee whose controlled substance test results are verified negative will be released to return to work. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified SAP who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination of employment.

2520.2.3 Post- Accident.

- a) The safety-sensitive employee notifies a supervisor that an accident has occurred.
- b) The supervisor determines that the circumstances of the accident warrant a post-accident test when a citation was issued, or a fatality occurred. Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a driver's license photo or state-issued photo identification card.
- c) At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with reasonable privacy without compromising the integrity of the sample.
- d) The General Manager (or ~~their~~ his/her designee) will be notified that an accident has occurred, and that the safety-sensitive employee was instructed to go to the collection site.

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- e) The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be released to return to work. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater will be referred to a District specified SAP who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
- f) The safety-sensitive employee whose controlled substance test results are verified negative will be released to return to work. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified SAP who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination of employment.

2520.2.4 Return-To-Duty and Follow Up.

- a) At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
- b) The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be released to return to work. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater will be referred to a District specified SAP who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
- c) The safety-sensitive employee whose controlled substance test results are verified negative will be released to return to work. The safety-sensitive employee whose controlled

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substance test is verified positive by the Medical Review Officer will be referred to a District specified SAP who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination of employment.

2520.2.5 Chain of Custody for Controlled Substance Specimens.

- a) At the time a specimen is collected, the employee will be given a copy of the specimen collection procedures.
- b) Urine will be in a wide-mouthed clinic specimen container which will remain in full view of the employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.
- c) Immediately after the specimens are collected, the urine bottles will, in the presence of the employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or alcohol testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the employee's presence and the employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
- d) A chain of custody form will be completed by the on-duty technician during the specimen collection process and attached to and mailed with the specimen.

2520.2.6 Specimen Collection of Strange and/or Unrecognizable Substances.

- a) An employee is observed with a strange and/or unrecognizable substance.
- b) The supervisor, in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled and signed by both the supervisor and the witness.
- c) An incident report is written by the supervisor and signed by both the supervisor and the witness.
- d) The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

2520.2.7 Alcohol Concentration.

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- a) The employee and the on-duty Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded.
- b) After an explanation of how the breathalyzer works, an initial breath sample is taken.
- c) If the results of the initial test show an alcohol concentration of 0.02 or greater, a second or confirmation test must be conducted. The confirmation test must not be conducted less than fifteen (15) minutes after, nor more than twenty (20) minutes after the screening test.
- d) The confirmation test will utilize Evidential Breath Testing (EBT) devices that print out the results, date and time, a sequential test number, and the name and serial number of the EBT device to ensure the reliability of the results.

2520.2.8 Deviations from Procedures. Unless otherwise provided in DOT guidelines, deviations from the foregoing procedures shall not invalidate the results of any prohibited substance tests verified positive by the Medical Review Officer.

APPENDIX "C"

Safety-Sensitive Classifications and Functions:

Utility ~~and Senior Utility~~ Maintenance I, II
Systems ~~and Senior Systems~~ Operators I, II ~~and III~~
~~Backflow / Cross Connection Pretreatment~~ Inspector
~~Meter Reader~~

Safety-Sensitive Function:

Operating any vehicle where a Class A or Class B driver's license would be required.

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POLICY TITLE: Workplace Violence Prevention Policy
POLICY NUMBER: 2525

2525.1 Purpose. The purpose of this policy is to maintain a zero-tolerance standard of violence in the workplace. This policy provides District employees with guidance that will maintain an environment at and within District premises and facilities as well as events that are free of violence and the threat of violence. This policy applies to all full-time and part-time employees and includes volunteers, temporary and provisional employees as well as contracted employees.

2525.2 Policy. The District prohibits violent behavior of any kind or threats of violence, either implied or direct, in District premises and facilities as well as at District sponsored events. Such conduct by a District employee will not be tolerated. An employee who exhibits violent behavior may be subject to criminal prosecution and shall be subject to disciplinary action up to and including termination. Violent threats or actions by a non-employee may result in criminal prosecution. The District will investigate all complaints filed and will also investigate any possible violation of this policy of which District management are made aware. Retaliation against a person who makes a good faith complaint regarding violent behavior or threats of violence made to them ~~him/her~~ is also prohibited.

2525.3 Definitions.

- a) Workplace Violence. Behavior in which an employee, former employee or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the workplace.
- b) Threat. The implication or expression of intent to inflict physical harm or actions that a reasonable person would interpret as a threat to physical safety or property.
- c) District premises or District facilities means all property of the District including, but not limited to the offices, facilities and surrounding areas on District-owned or -leased property, parking lots, and storage areas. The term also includes District-owned or -leased vehicles and equipment wherever located, as well as, pump station, sites, sewer line, excavation sites.
- d) Intimidation. Making others afraid or fearful through threatening behavior.
- e) Zero-tolerance. A standard that establishes that any behavior, implied or actual, that violates the policy will not be tolerated.
- f) Court Order. An order by a Court that specifies and/or restricts the behavior of an individual. Court orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including Temporary Restraining Orders.

2525.4 Prohibited Behavior.

Rubidoux Community Services District

- a) Violence in the workplace may include, but is not limited to the following list of prohibited behaviors directed at or by a co-worker, supervisor or member of the public:
 - 1) Direct threats or physical intimidation.
 - 2) Implications or suggestions of violence.
 - 3) Stalking, including following to and from work.
 - 4) Possession of weapons (including, but not limited to, firearms, knives and explosives) of any kind on District premises, including parking lots, other exterior premises or while engaged in activities for District in other locations, or at District sponsored event.
 - 5) Assault of any form.
 - 6) Physical restraint or confinement.
 - 7) Dangerous or threatening horseplay.
 - 8) Loud, disruptive or angry behavior or language that is clearly not part of the typical work environment.
 - 9) Blatant or intentional disregard for the safety or well-being of others.
 - 10) Commission of a violent felony or misdemeanor on District premises.
 - 11) Any other act that a reasonable person would perceive as constituting a threat of violence. Records shall be maintained of steps taken to establish and maintain the District's Injury and Illness Prevention Program.
- b) Domestic violence, while often originating in the home, can significantly impact workplace safety and the productivity of victims as well as co-workers. For the purposes of this document, "domestic violence" is defined as abuse committed against an adult or fully emancipated minor. Abuse is the intentional or reckless attempt to cause bodily injury, sexual assault, threatening behavior, harassment, or stalking, or making annoying phone calls to a person who is in any of the following relationships:
 - 1) Spouse or former spouse;
 - 2) Domestic partner or former domestic partner;
 - 3) Cohabitant or former cohabitant and or other household members;
 - 4) A person with whom the victim is having, or has had, a dating or engagement relationship;

Rubidoux Community Services District

- 5) A person with whom the victim has a child.

The District recognizes that domestic violence may occur in relationships regardless of the marital status, age, race, or sexual orientation of the parties.

c) Reporting Acts or Threats of Violence.

An employee who:

- 1) is the victim of violence, or
- 2) believes they have been threatened with violence, or
- 3) witnesses an act or threat of violence towards anyone else shall take the following steps:
 - i. If an emergency exists and the situation is one of immediate danger, the employee shall contact the Police Department by dialing 9-1-1 and may take whatever emergency steps are available and appropriate to protect themselves ~~himself/herself~~ from immediate harm, such as leaving the area.
 - ii. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or manager as soon as possible and complete the District's Workplace Violence Incident Report Form.

d) Procedures for Future Violence.

- 1) Employees who have reason to believe they, or others, may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with the District, shall inform their supervisor by immediately completing a Workplace Violence Incident Report Form so appropriate action may be taken. The supervisor shall inform the General Manager and the local law enforcement officials.
- 2) Employees who have signed and filed a restraining order, temporary or permanent, against an individual due to a potential act of violence, who would be in violation of the order by coming near them at work, shall immediately supply a copy of the signed order to their supervisor. The supervisor shall provide copies to the General Manager and to the Police Department.

e) Incident Investigation.

- 1) Acts of violence or threats will be investigated immediately in order to protect employees from danger, unnecessary anxiety concerning their welfare, and the loss of productivity. The General Man-

Rubidoux Community Services District

ager will cause to be initiated an investigation into potential violation of work rules/policies. Simultaneously, the General Manager will refer the matter to local police for their review of potential violation of civil and/or criminal law.

- 2) Procedures for investigating incidents of workplace violence include:
 - i. Visiting the scene of an incident as soon as possible.
 - ii. Interviewing injured and threatened employees and witnesses.
 - iii. Examining the workplace for security risk factors associated with the incident, including any reports of inappropriate behavior by the perpetrator.
 - iv. Determining the cause of the incident.
 - v. Taking mitigating action to prevent the incident from recurring.
 - vi. Recording the findings and mitigating actions taken.
- 3) In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation but may need to disclose results in appropriate circumstances; for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

f) Mitigating Measures.

Incidents which threaten the security of employees shall be mitigated as soon as possible following their discovery. Mitigating actions include:

- 1) Notification of law enforcement authorities when a potential criminal act has occurred.
- 2) Provision of emergency medical care in the event of any violent act upon an employee.
- 3) Post-event trauma counseling for those employees desiring such assistance.
- 4) Assurance that incidents are handled in accordance with the Workplace Violence Prevention policy.
- 5) Requesting District Counsel file a restraining order as appropriate.

g) Training Instruction.

Rubidoux Community Services District

- 1) The District shall be responsible for ensuring that all employees, including managers and supervisors, are provided training and instruction on general workplace security practices. Managers and supervisors shall be responsible for ensuring that all employees are provided training and instructions on job specific workplace security practices.
- 2) Training and instruction shall be provided as follows:
 - i. To all current employees when the policy is first implemented. Employees will be required to sign a written acknowledgment that the policy has been received and read.
 - ii. To all newly hired employees, supervisors and managers, or employees given new job assignments for which specific workplace security training for that job assignment has not previously been provided. Employees will be required to sign a written acknowledgment that the policy has been received and read.
 - iii. To affected employees whenever management is made aware of a new or previously unrecognized hazard.
- 3) Workplace security training and instruction includes, but is not limited to, the following:
 - i. Preventive measures to reduce the threat of workplace violence, including procedures for reporting workplace security hazards.
 - ii. Methods to diffuse hostile or threatening situations.
 - iii. Escape routes.
 - iv. Explanation of this Workplace Violence Prevention Policy.

In addition, specific instructions shall be provided to all employees regarding workplace security hazards unique to their job assignment.

Rubidoux Community Services District

POLICY TITLE: Vehicle Usage

POLICY NUMBER: 2530

2530.1 District Vehicles. This policy applies to employees who drive District vehicles assigned to them.

2530.1.1 During working hours, trips for personal purposes will be avoided. Occasionally, stopping briefly at a store en route to a business destination, or going to a restaurant (within close proximity of your work location) for a designated meal period is permitted.

2530.1.2 Other than the foregoing uses, District vehicles will not be used for any other personal purposes. This means that weekend or after-hours trips to the store (regardless of how close to home), trips back to the office to retrieve forgotten personal items, or any other non-business usage is not permitted.

2530.1.3 Those involved in an accident while driving a District vehicle must call the Sheriff/Police Department to make a report, regardless of the seriousness of the accident. Proof of insurance is maintained in each vehicle. A separate report must be filed with the Main Office for notification to the District's insurance company.

2530.1.4 District vehicle use is for District business only.

2530.2 Personal Vehicles. If a personal vehicle is driven on official District business, the employee will be reimbursed according to the number of District business miles driven. A detailed mileage log must accompany the request for mileage reimbursement. The employee must carry their own auto liability insurance as required by the California Vehicle Code. The employee's insurance will be primary to that of the District. The District will make every attempt to have a District vehicle available for business purposes.

5. **CONSENT CALENDAR** (continued)

- D. **DM 2024-05:** Consider Approval of Participation Agreement with
Developer Related to Offsite Sewer Improvements for Tract No. 33617

Rubidoux Community Services District

Board of Directors

John Skerbelis, President
Hank Trueba Jr., Vice-President
Bernard Murphy
Armando Muniz
F. Forest Trowbridge



General Manager

Brian R. Laddusaw

Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2024-05

January 18, 2024

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Approval of Participation Agreement with Developer Related to Offsite Sewer Improvements for Tract No. 33617

BACKGROUND:

When new development activity is proposed within Rubidoux Community Services District's ("District") service area, the developer seeks entitlement approvals from the City of Jurupa Valley. The conditions of approval issued by the City of Jurupa Valley include requirements for the developer to consult with the District to determine what water and/or sewer improvements are necessary for the District to provide water and/or sewer services to the proposed development. Besides requiring installation of all facilities necessary to service the project improvements, District staff reviews the current District Water and Wastewater Master Plans to evaluate if the project triggers the need for master planned facilities to be built. "Triggers" causing a project to be conditioned to build master planned facilities can by example include - 1) the master planned improvement is directly part of the project, 2) the master planned facility is necessary to extend service to the project, and 3) the existing system is inadequate for the additional new demand. When a developer builds District master planned facilities, the developer and District typically enter into a Reimbursement Agreement. The Reimbursement Agreement provides terms where eligible costs expended by the developer to build master planned facilities can be reimbursed to the developer against connection fees due for the project. For example, if \$100,000 of master planned water facilities are built by a developer and the project water connection fees total \$125,000, the District would credit \$100,000 of water connection fees due against the master planned water facilities built as reimbursement and collect the remaining \$25,000 balance from the developer.

In some development situations no master planned facilities are required, but the developer must build facilities to enable service to their project. Sometimes those facilities will also benefit other properties. When this happens, an Area of Benefit is determined. The Area of Benefit defines a geographical area of all properties who can benefit from an improvement made by a developer. The total of eligible costs expended by the first

mover developer to build necessary improvements is divided by the total area within the defined Area of Benefit to create a unit participation amount. Typically, the unit participation amount is \$/acre based. Under this situation, the developer and District can enter into a Participation Agreement where funds from other property owners within the Area of Benefit who connect to the developer improvements is collected by the District and sent to the first mover developer.

The developer of Tract No. 33617, Davis JCR Rubidoux Industrial Land Owner, LLC (“Developer”) built a five-lot light industrial business park on a new street named Stockdale Court, a cul-de-sac off the east side of Rubidoux Blvd. just south of 26th Street. To enable sewer service to the project, the Developer was required to construct at its sole expense 1,316.75 LF of 8” diameter sewer pipelines in Rubidoux Blvd. and 26th Street (“Offsite Sewer Improvements”) at a total cost of \$829,291.63. None of these Offsite Sewer Improvements are included in the current District Wastewater Master Plan. The Developer has requested entering into a Participation Agreement with the District where if and when other property owners benefit from the Offsite Sewer Improvements (by connecting) the District collects an equitable proportionate share of the costs spent by the Developer, and the collected amounts are sent to the Developer.

The attached Participation Agreement was prepared with the following understandings:

1. There are two Areas of Benefit. Area of Benefit 1 totals 96.79 acres and includes those properties who benefit only from the Offsite Sewer Improvements in 26th Street. Area of Benefit 2 totals 24.6 acres and includes those properties who benefit from the Offsite Sewer Improvements in both 26th Street and Rubidoux Blvd.
2. The eligible costs for the Offsite Sewer Improvements are \$729,291.63. This net cost accounts for the \$100,000 received by the Developer from the developer of West Coast Cold Storage. The eligible costs submitted by the Developer were accepted and acknowledged by the District in the Grant Deed/Bill of Sale recorded November 16, 2022.
3. The unit participation amount for Area of Benefit 1 is \$2,230.11/acre. The unit participation amount for Area of Benefit 2 is \$20,871.52/acre.
4. The term of the agreement is 10 years, ending November 16, 2032. The participation period commenced on the day the facilities were first accepted and recorded by the District, November 16, 2022, and as described in Item 2 above. After termination the District will no longer be obligated to collect participation from properties within the Areas of Benefit.
5. Participation amounts collected will within sixty (60) days be sent to the Developer less a District Administrative Cost of \$750.

This Participation Agreement is intended to be cost neutral to the District. The Participation Agreement provides an opportunity for the Developer to recover expenses incurred for Offsite Sewer Improvements other area properties may benefit from. District staff has set up standard procedures and processes to ensure the participation amounts are collected during the term of the Participation Agreement.

District Counsel Harper has reviewed the agreement for legal sufficiency. The Developer has also reviewed and concurs with the terms.

RECOMMENDATION:

Staff recommends the Board of Directors consider authorizing the General Manager to:

1. Sign the Participation Agreement related to Offsite Sewer Improvements for Tract No. 33617 with Davis JCR Rubidoux Industrial Land Owner, LLC.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

1. Participation Agreement: Offsite Sewer System Improvements For Tract No. 33617 (Rubidoux Blvd. and 26th Street)

PARTICIPATION AGREEMENT
OFFSITE SEWER SYSTEM IMPROVEMENTS
FOR TRACT NO. 33617
(Rubidoux Boulevard and 26th Street)

This Participation Agreement ("Agreement") is made by and between the RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency ("District") and DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER LLC, a Delaware limited liability company ("Developer"). District and Developer may be collectively referred to herein as "Parties" and individually as "Party."

RECITALS

- A. **WHEREAS**, Developer has constructed Tract No. 33617, the Rubidoux Industrial Center, a five (5) lot business park development ("Project") located in the District's service area at Stockdale Court, east side of Rubidoux Blvd., approximately a half mile north of the 60 freeway; and
- B. **WHEREAS**, the Project is on 9.94 acres with 5 buildings totaling approximately 190,005 square feet inclusive of 19,500 square feet of office space; and
- C. **WHEREAS**, as part of satisfying conditions of approval set by the City of Jurupa Valley, the Developer constructed water and sewer facilities for ownership acceptance, maintenance, and operation by the District for the District to provide water and sewer service to each of the proposed lots within the Project; and

- D. **WHEREAS**, the District required the Developer at the Developer's sole expense to design, bid, and install to District standards all water and sewer facilities for the Project; and
- E. **WHEREAS**, to enable the Project to be connected to the District's existing sewer facilities the Developer was required to construct sewer facilities within Rubidoux Boulevard and 26th Street (hereinafter referred to as "Offsite Improvements"); and
- F. **WHEREAS**, as a matter of District practice when a proposed development is conditioned to design and install to District standards certain water and/or sewer facilities that are not included within the District's current Water and/or Wastewater Master Plans but those facilities can benefit other properties within a defined Area of Benefit, eligible costs for the design and installation of those facilities can be included in a participation agreement whereby the District will, for a certain amount of time, collect a proportionate share of the eligible costs of the facilities from owners of property within the defined Area of Benefit who connect to the developer installed facilities and forward collected amounts to the developer; and
- G. **WHEREAS**, the District acknowledges the Offsite Improvements installed by the Developer in Rubidoux Blvd. and 26th Street are facilities other properties within defined Areas of Benefit can benefit from if connected to and each connection made should pay a proportionate share of the eligible costs incurred by the Developer; and
- H. **WHEREAS**, the purpose of this Agreement is to describe the terms and conditions related to the District's collection

of and forwarding funds received by other property owners within the Areas of Benefit who connect to the Offsite Improvements installed by the Developer.

DEFINITIONS

District: Rubidoux Community Services District

Developer: DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER LLC, a Delaware limited liability company

Offsite Improvements: Sewer improvements installed at the Developer's expense in Rubidoux Blvd. and 26th Street benefiting the Project and other properties within defined Areas of Benefit. These are more specifically defined in Exhibit 1 - "Offsite Improvements"

Area of Benefit: those properties who can benefit by connecting to the Offsite Improvements within a defined area. Based on physical elevations and access to streets in relation to the Developer installed Offsite Improvements in 26th Street and Rubidoux Blvd., there are two Areas of Benefit.

A. Area of Benefit 1: properties benefiting only from the 26th Street pipeline will pay a proportionate share of costs for the 26th Street pipeline. The total acreage in Area of Benefit 1 is 96.79 acres.

B. Area of Benefit 2: properties connecting to the pipeline in Rubidoux Blvd. will benefit from the pipeline in Rubidoux Blvd. and 26th Street and pay a proportionate share of the costs of both pipelines. The total acreage in Area of Benefit 2 is 24.6 acres.

The Areas of Benefit are more specifically defined in Exhibit 2 - "Map of Tributary Areas along with Spreadsheet of Assessor Parcel Numbers" by Tributary Area.

Eligible Costs: costs incurred by the Developer to design, bid, and install the Offsite Improvements for acceptance by the District. The requirements associated with accounting for expenses is described in Section 4 of the Terms of this Agreement. The District accepted the total value of \$729,291.63 for the Eligible Costs of the Offsite Improvements. The total of the Eligible Costs account for \$100,000 the Developer received from the owner of the West Coast Cold Storage project. The Eligible Costs are fully described in Exhibit 3 - "Eligible Costs"

Participation Amount: each property within the defined Areas of Benefit benefiting by the Offsite Improvements will pay a fair share Participation Amount of the Eligible Costs incurred by the Developer. Excluded properties from the Participation Amount include the Developer's Project and the West Coast Cold Storage Project, a total of 7.83 acres. The methodology used for this Agreement is described in Exhibit 4 - "Participation Amount Methodology"

West Coast Cold Storage: the Developer by separate agreement with the developer of the West Coast Cold Storage Project, a project near the northwest intersection of Rubidoux Blvd. and 26th Street, has received direct payment for West Coast Cold Storage connection to the Offsite Improvements. The fully executed agreement is attached and included herein as Exhibit 6.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the Parties agree to as follows:

- 1. Scope of Offsite Improvements.** The Parties agree the Offsite Improvements pursuant to this Agreement consist of the water and sewer facilities depicted in Exhibit 1, attached hereto and incorporated herein by reference.
- 2. Design of Offsite Improvements.** Developer was solely responsible for obtaining all required federal, state and local

permits and approvals required for Developer's construction of the Offsite Improvements.

3. Construction and Installation of the Offsite Improvements

a. Construction and Installation. Developer was responsible, at its sole cost and expense, for all activities and all costs of construction and installation of the Offsite Improvements in compliance with applicable federal, state, and local laws, rules and regulations including, but not limited to CEQA and NEPA clearances, as necessary.

b. Control and Payment of Subordinates and Independent Contractor. All work was performed by Developer or by Developer's consultants and/or contractors. Developer and its consultants and contractors determined the means, methods and details of performing the work, subject to the requirements of this Agreement. All wages, salaries and other amounts due such personnel in connection with their performance of work under this Agreement and as required by law was paid by Developer or its consultants and contractors according to a process that resulted in all consultants, contractors and materialmen delivering unconditional releases of lien in connection with all amounts due to such consultants, contractors and materialmen.

4. Billings and Records. Developer maintained complete and accurate records with respect to all costs and expenses associated with the design, construction and installation of the Offsite Improvements. Developer was responsible for obtaining billings from the design professionals and contractor(s) performing construction and installation of the Offsite Improvements and for determining the accuracy thereof.

5. Inspection and Transfer of Offsite Improvements

a. Without modifying or limiting Developer's obligations under this Agreement, District inspected and tested the Offsite Improvements. The District was provided access to the work site to conduct required tests or inspections. Noted

deficiencies in the work was corrected by Developer at its sole cost and expense. At completion of the Offsite Improvements, to the reasonable satisfaction of District, the Offsite Improvements were presented to District for acceptance.

b. Acceptance of the Offsite Improvements by District was conditioned upon performance of the obligations set forth in this Agreement in regard to: (i) approval by District of the construction and installation of the Offsite Improvements; (ii) lien free completion of construction of the Offsite Improvements; and (iii) acceptance of title to the Offsite Improvements by District by way of the recordation of an applicable conveyance document. The District has accepted the Offsite Improvements and the recorded conveyance document is attached as Exhibit 5 attached hereto and incorporated herein by reference.

6. Participation Amount.

a. District and Developer agree that the costs of the Offsite Improvements are attached hereto as Exhibit 3 ("Eligible Costs"). The Eligible Costs include all direct and indirect costs and expenses incurred by Developer for the permitting, design, construction and installation of the Offsite Improvements. District and Developer agree the Project and the West Coast Cold Storage project are excluded from properties within the Areas of Benefit for determination of the Participation Amount Methodology calculations, a total of 7.83 acres. Further as detailed in Exhibit 4, the District and Developer agree the area of Area of Benefit 1 is 96.7 acres, and the area of Area of Benefit 2 is 24.6 acres. The unit Participation Amount for Area of Benefit 1 is \$2,230.11 per acre. The unit Participation Amount for Area of Benefit 2 is \$20,871.52 per acre based on the agreed upon total of the Eligible Costs as described in Exhibit 3 prorated based on benefit between the two Areas of Benefit.

b. The District shall collect Participation Amounts at the time all other District connection fees and costs are

paid from each property Owner/Developer within an Area of Benefit. The Participation Amount for each connected property will be calculated by multiplying the gross acres of the connected property times the unit Participation Amount for the Area of Benefit the property is located. So, for example a five (5) acre property connecting within Area of Benefit 1 will have a total Participation Amount of \$11,150.55 (5 acres times \$2,230.11 per acre).

c. Within sixty (60) days from receipt of Participation Amounts by the District from owners of property within an Area of Benefit, the District will reimburse to Developer such amounts received less an administrative fee of \$750.00.

d. Nothing in this Agreement shall relieve Developer, its subsidiaries, partnerships, or any other entity from the requirement to pay to the District all administrative expenses, rates, and fees which shall apply to the Project pursuant to the Rules and Regulations as the same may be revised from time to time.

7. Term. The Term of this Agreement is ten (10) years commencing with the date of the recordation of the Grant Deed indicating acceptance by the District of the Offsite Improvements. Per Exhibit 5 the recordation date was November 16, 2022 making the Term ending date November 16, 2032. The Developer and District agree after the Term ending date the District will no longer have any obligation to collect and forward Participation Amounts collected by owners of property within the Areas of Benefit.

8. General Provisions

a. Indemnification. Each Party hereby agrees to indemnify, defend, save and hold harmless the other Party and their respective officers, agents, servants and employees, of and from any liabilities, claims, demands, suits, action and cause of action arising out of or in any manner connected with any negligence or willful misconduct of such indemnifying Party,

performed in connection with such Party's duties and obligations hereunder.

b. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on each of the Parties and their successors and assigns. This Agreement may be assigned by Developer once prior to December 31, 2024 with written consent of District that shall not be unreasonably withheld, otherwise the agreement shall not be assigned by the Developer without the prior written consent of District which consent shall be granted or denied in District's reasonable discretion. In the event of such an assignment, the assignees shall agree to be bound by all terms and conditions of this Agreement and may be required by District to enter into an assignment or other contractual arrangement to document said obligations.

c. Effective Date of Agreement. The Effective Date of this Agreement is the date last signed by the Parties.

e. Term and Termination. This Agreement shall expire based on Section 7 above. In the event either Party defaults in the performance of any of its obligations under this Agreement, the other Party shall have all rights and remedies available to them under the law, including without limitation, the right to terminate this Agreement upon written notice to the defaulting Party.

f. Notices. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable Party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other addresses as the respective Parties may provide in writing for this purpose:

Rubidoux Community Services District
Attn: General Manager
3590 Rubidoux Blvd.

Jurupa Valley, CA 92509

Davis JCR Rubidoux Industrial Land Owner LLC

Attn: Daniel Karcher

31920 Del Obispo #260

San Juan Capistrano, CA 92675

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, certified mail, return receipt requested, to the party at its applicable address.

g. Attorneys' Fees. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees and other reasonable costs of defense.

h. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties hereto with respect to the matters contained herein, and supersedes all negotiations, prior discussions and preliminary agreements or understandings, written or oral. No waiver or modification of this Agreement shall be binding unless consented to by both Parties in writing.

i. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

j. Invalidity and Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

k. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

m. Incorporation of Recitals and Definitions. The Recitals and Definitions are incorporated herein and made an operative part of this Agreement.

n. Authority to Enter into Agreement. The Parties warrant they have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement on behalf of their Party warrants they have the legal power, right, and authority to make this Agreement and bind their respective party.

o. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date indicated below.

RUBIDOUX COMMUNITY SERVICES DISTRICT

_____ Date: _____

Brian Laddusaw

Its: General Manager

ATTEST:

_____ Date: _____

John Harper

Its: General Counsel

DEVELOPER:

DAVIS JCR RUBIDOUX INDUSTRIAL
LAND OWNER LLC, a Delaware
limited liability company

By: Davis Clairmont Rubidoux LLC,
a Delaware limited liability company
Its Manager

By: Davis Rubidoux LLC, a
Delaware limited liability company
Its Managing Member

By: _____ Date: _____
Robert J. Thiergartner
Its Managing Member

EXHIBIT 1

OFFSITE IMPROVEMENTS

26th Street: 8" PVC Sewer

Station 10+06.00 to 14+94.87 (488.87 ft.)

Page 4 of attached plans

Rubidoux Blvd: 8" PVC Sewer

Station 17+61.26 to 25+89.14 (827.88 ft.)

Page 5 of attached plans



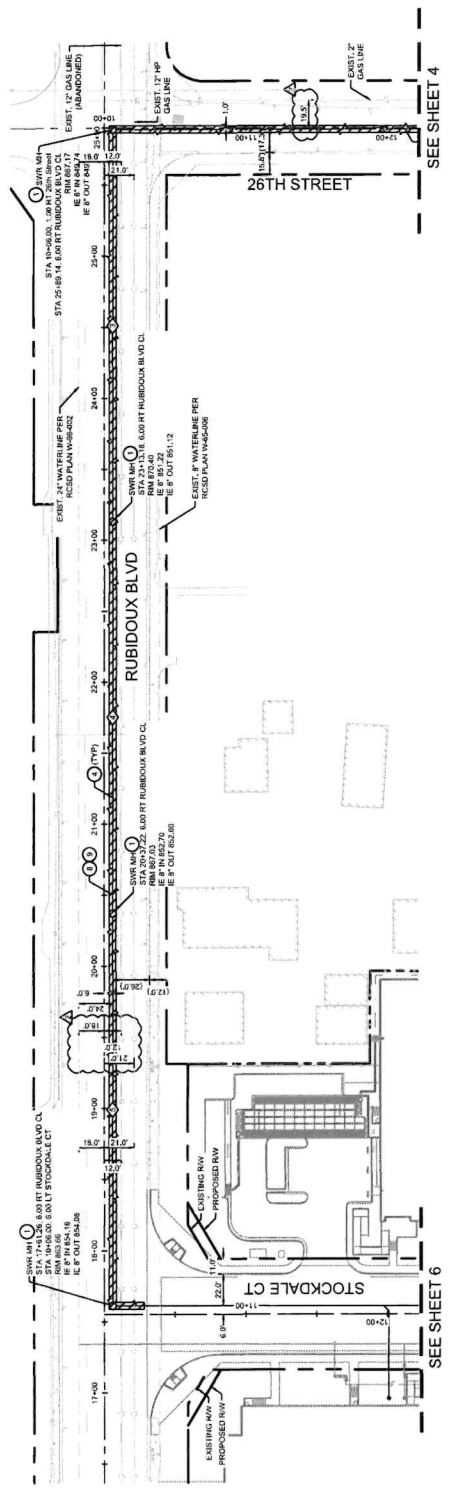
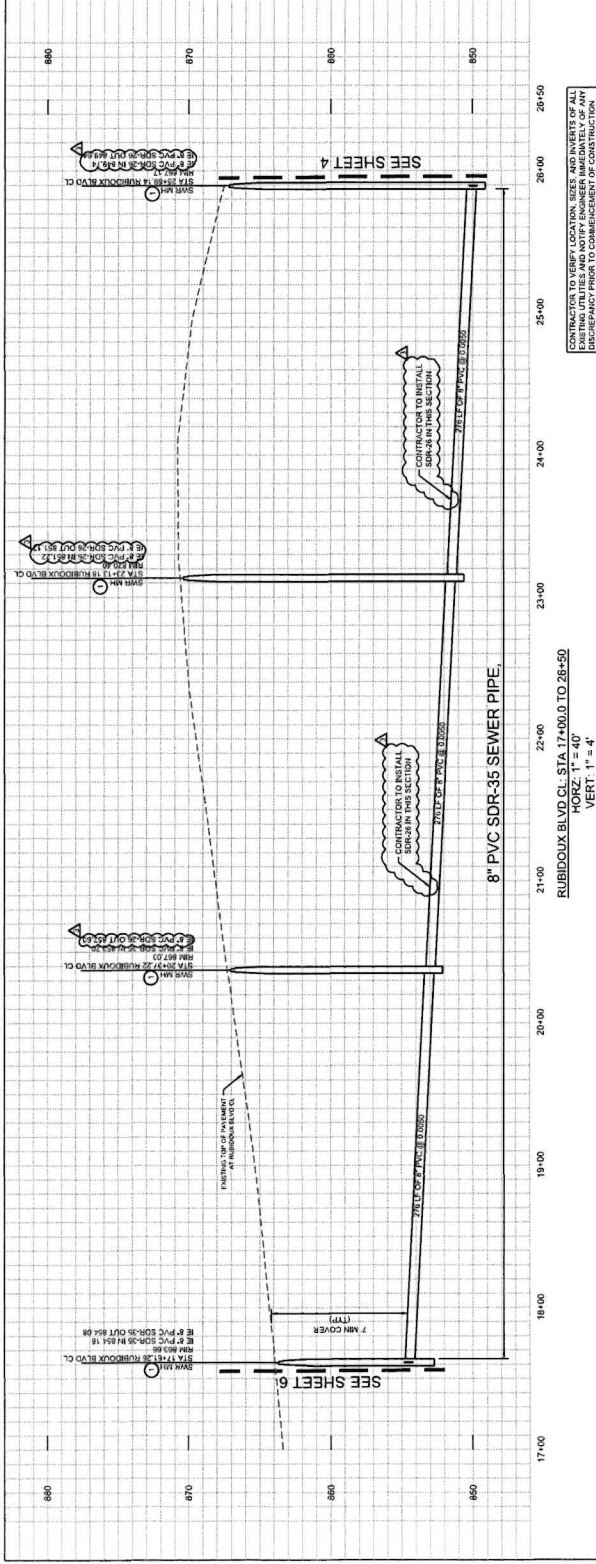
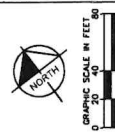
SEWER NOTES

- CONTRACTOR TO CONSTRUCT SEWER AT THE DOWNSTREAM END OF THE EXISTING SEWER TO THE 26TH STREET INTERSECTION.
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NOTES

- CONTRACTOR TO VERIFY LOCATION, DEPTH AND INVERTS OF ALL EXISTING SEWERS AND GAS LINES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- CONTRACTOR TO VERIFY LOCATION, DEPTH AND INVERTS OF ALL EXISTING SEWERS AND GAS LINES PRIOR TO COMMENCEMENT OF CONSTRUCTION.

PIPE NAME	BEARING	LENGTH	SIZE	Notes
1	S37° 30' 41" W	275.86	8" SDR-35 PVC	0.50%
2	S37° 30' 41" W	275.86	8" SDR-35 PVC	0.50%
3	S37° 30' 41" W	275.86	8" SDR-35 PVC	0.50%



DIG AHEAD

BEFORE YOU DIG

CALL 811

FOR A PUBLIC SERVICE ALERT

DATE: 12/1/2021

TIME: 10:00 AM

PROJECT: 190960008 - RUBIDOUX BLVD SEWER PLUMBING

DATE: 12/1/2021

TIME: 10:00 AM

Kimley-Horn

400 B STREET, SUITE 600, SAN DIEGO, CA 92101

TEL: 619.594.7474

PREPARED BY: *[Signature]*

C.E. NO. 87326

DATE: 3/14/21

RUBIDOUX COMMUNITY SERVICES DISTRICT

WATER AND SEWER IMPROVEMENT PLANS

RUBIDOUX INDUSTRIAL CENTER

SEWER PLAN

5 OF 6

PLAN NUMBER: 190960008

SCALE: 1" = 40'

CITY COMMENTS

PIPE MATERIAL CHANGE

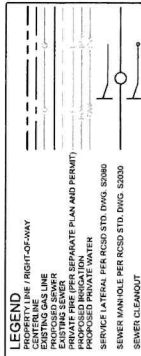
REVISIONS

DATE

BY

DATE

BY

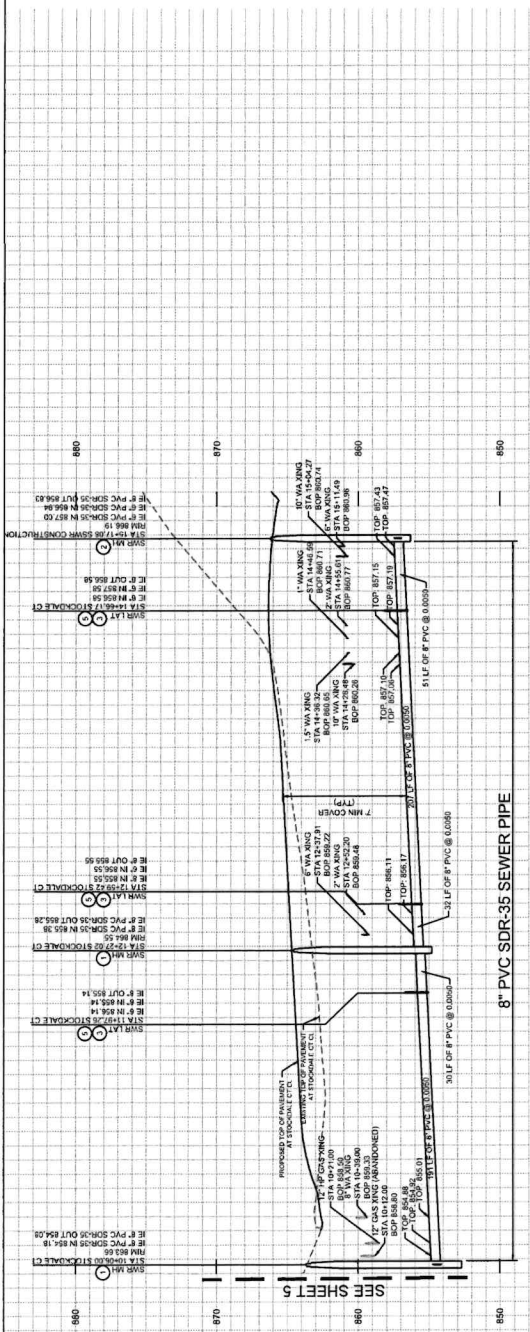


- SEWER NOTES**
1. CONSTRUCT CONCRETE MANHOLE PER RCD STD. DWG. S203. MANHOLE COVER AND FRAME PER RCD STD. DWG. S206.
 2. CONSTRUCT MANHOLE AT END OF CUL-DE-SAC PER RCD STD. DWG. S205.
 3. CONSTRUCT SEWER LATERAL PER RCD STD. DWG. S208.
 4. CONSTRUCT PVC SDR-35 SEWER PIPE, SIZE PER PLAN. PIPE TRENCH PER RCD STD. DWG. S201 (MINIMUM TRENCH WIDTH=4" MINIMUM COVER=17.38 PER L&P ACTION-13).
 5. CONSTRUCT 6" 45° PVC WYE.
 6. BUILDING POC. SEE PLUMBING PLAN FOR CONTINUATION PER SEPARATE PERMIT.
 7. AC PAVEMENT (MATCH EXISTING PAVEMENT AND BASE) PER COUNTY OF SAN DIEGO STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 8. SARGO AND REMOVE EXISTING AC PAVEMENT.

CONTRACTOR TO VERIFY LOCATION, SIZE, AND INVERTS OF ALL EXISTING SEWER LINES AND MANHOLES PRIOR TO COMMENCEMENT OF CONSTRUCTION.

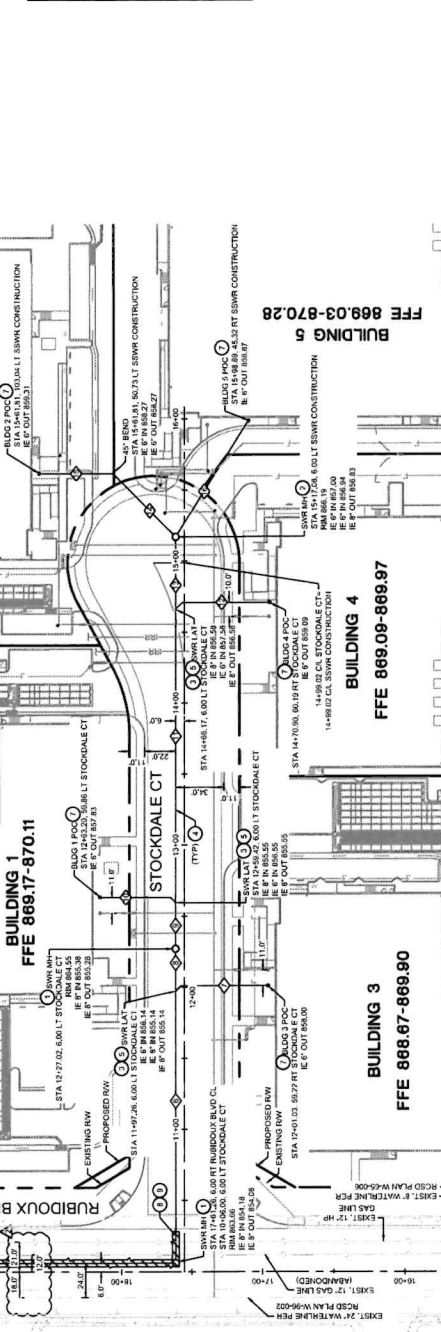
- NOTES**
1. CONTRACTOR TO CONSTRUCT SEWER AT THE DOWNSTREAM END OF THE EXISTING SEWER LINE TO THE BUILDING. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO CONTINUATION OF CONSTRUCTION.
 2. CONTRACTOR TO VERIFY LOCATION, SIZE, AND INVERTS OF ALL EXISTING SEWER LINES AND MANHOLES PRIOR TO COMMENCEMENT OF CONSTRUCTION.

PIPE NAME	MEANING	LENGTH	SIZE	TYPE
S207-28-11TC	18.28	8"	SDR-35 PVC	5.00%
S207-30-41TC	81.45	8"	SDR-35 PVC	2.00%
S207-29-11TC	29.77	8"	SDR-35 PVC	2.00%
S207-29-11TC	22.49	8"	SDR-35 PVC	2.00%
S207-29-11TC	50.08	8"	SDR-35 PVC	2.00%
S207-29-11TC	208.75	8"	SDR-35 PVC	2.00%
S207-30-41TC	61.46	8"	SDR-35 PVC	2.00%
S207-29-11TC	50.81	8"	SDR-35 PVC	2.00%
S207-30-41TC	62.25	8"	SDR-35 PVC	2.00%
S207-30-41TC	52.31	8"	SDR-35 PVC	2.00%
S207-23-11TC	86.57	8"	SDR-35 PVC	2.00%



STOCKDALE CT: STA 9+90.0 TO 15+50
HORIZ: 1" = 40'
VERT: 1" = 4'

- NOTES**
1. CONTRACTOR TO VERIFY LOCATION, SIZE, AND INVERTS OF ALL EXISTING SEWER LINES AND MANHOLES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 2. CONTRACTOR TO VERIFY LOCATION, SIZE, AND INVERTS OF ALL EXISTING SEWER LINES AND MANHOLES PRIOR TO COMMENCEMENT OF CONSTRUCTION.



Kimley-Horn
400 B STREET, SUITE 600, SAN DIEGO, CA 92101
TEL: 619.441.4444

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION
Ted Beckwith
DATE: 5/13/21

ENGINEER OF RECORD
DATE: 5/13/21

PROJECT NO. 82725
DATE: 5/13/21

PROJECT NAME: RUBIDOUX INDUSTRIAL CENTER SEWER PLAN

PLAN NUMBER: 172-000
SHEET: 6 OF 6

NO.	DATE	REVISIONS	BY	DATE	REVISIONS
1	5/13/21				
2					
3					
4					
5					
6					
7					
8					
9					
10					



WORK CONTAINED WITHIN THESE PLANS SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF KIMLEY-HORN. A CHANGING PERMIT HAS BEEN OBTAINED BY THE DISTRICT.

THESE PLANS WERE PREPARED BY KIMLEY-HORN FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT. THE DISTRICT HAS REVIEWED AND APPROVED THESE PLANS FOR CONSTRUCTION. THE DISTRICT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON, NOR DOES IT GUARANTEE THE RESULTS OF ANY CONSTRUCTION WORK PERFORMED HEREUNDER.

DATE: 5/13/21
BY: [Signature]
TITLE: PROJECT ENGINEER

EXHIBIT 2

AREAS OF BENEFIT

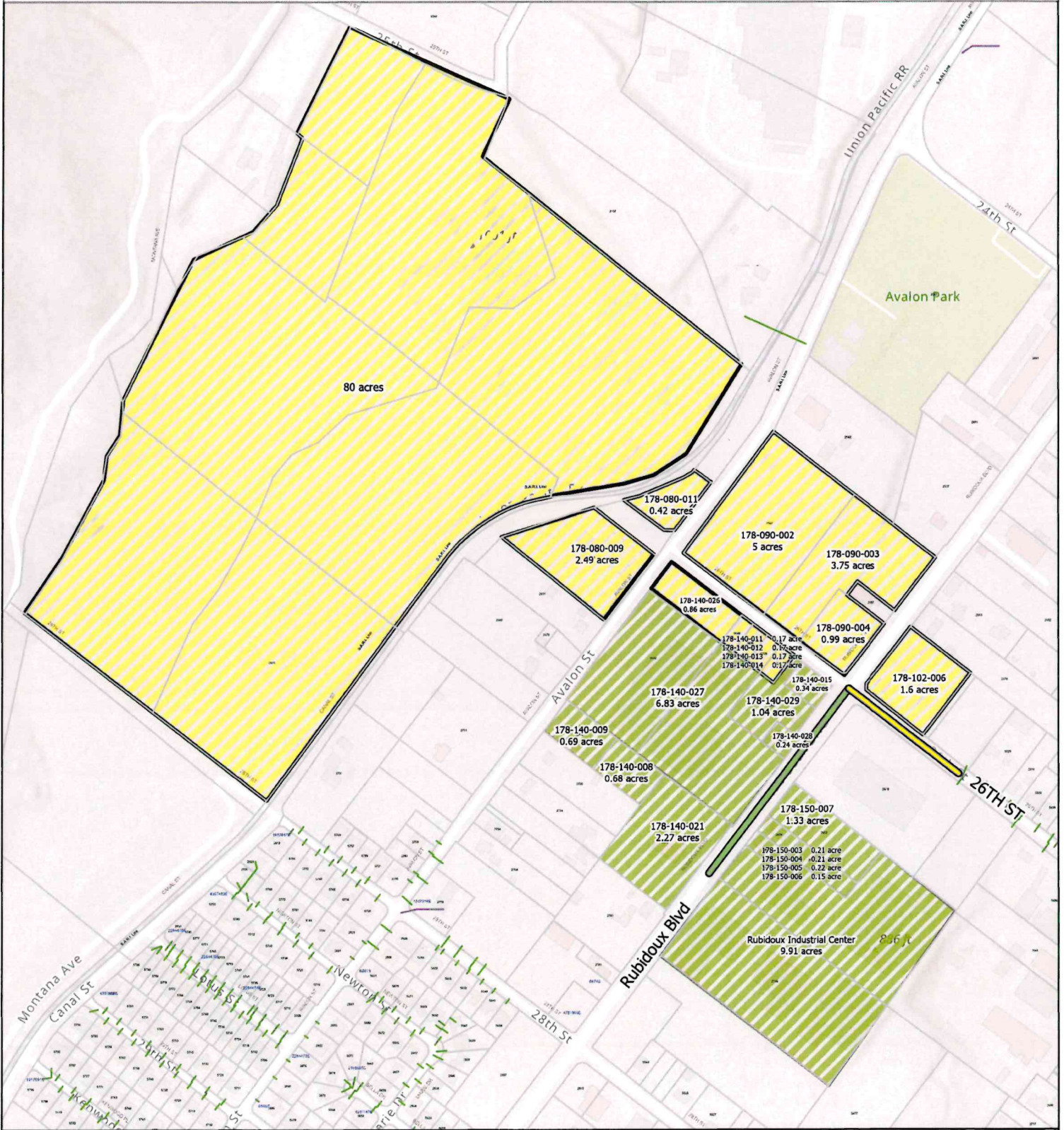
Two Areas of Benefit were defined based on a parcel's potential benefit through future connection to the sections of Offsite Sewer Improvements sewer installed in 26th Street and Rubidoux Blvd. There are two areas as some parcels will not benefit from the sewer pipeline installed in Rubidoux Blvd. -

Area of Benefit 1 (96.7 acres): Parcels benefiting only from the sewer pipeline in 26th Street (Station 10+06.00 to 14+94.87). The Unit Participation Amount for parcels within this Area of Benefit will be based on the eligible costs associated with the above listed sewer pipeline limits for 26th Street only.

Area of Benefit 2 (24.6 acres): Parcels benefiting from the sewer pipeline installed in both 26th Street (Station 10+06.00 to 14+94.87) and Rubidoux Blvd. (Station 17+61.26 to 25+89.14). The Unit Participation Amount for parcels within this Area of Benefit will be based on the eligible costs associated with the above listed sewer pipeline limits for both 26th Street and Rubidoux Blvd.

See attached map.

Rubidoux Industrial Center (PM 33617) Area of Benefit Map



- 26th Street - Sewer Line
- Rubidoux Blvd - Sewer Line
- Parcels
- 26th Street Only -Area of Benefit 1
- Rubidoux Blvd & 26th Street - Area of Benefit 2

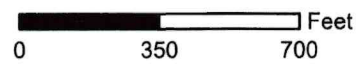


EXHIBIT 3

ELIGIBLE COSTS

1. Total 26 th Street & Rubidoux Blvd.	\$829,291.63
2. West Coast Cold Storage Payment	<\$100,000.00>
3. Net Offsite Eligible Costs	<u>\$729,291.63</u>
4. Total length of offsite pipeline	1,316.75 LF
5. Percent length 26 th Street (only)	37.12%
6. Percent length Rubidoux Blvd. (only)	62.87%
7. Allocation of costs to 26 th Street	\$270,713.05
8. Allocation of costs to Rubidoux Blvd.	\$458,578.58

EXHIBIT 4

PARTICIPATION AMOUNT METHODOLOGY

1. Total area in acres of Area of Benefit 1	96.79 acres
2. Total area in acres of Area of Benefit 2	24.6 acres
3. Total area in both Benefit Areas	121.39 acres
4. Eligible costs Area of Benefit 1	\$270,713.05
5. Eligible costs Area of Benefit 2	\$458,578.58
6. Unit cost Area of Benefit 1	
a. \$270,713.05 divided by 121.39 acres	
= <u>\$2,230.11/acre</u>	
7. Unit cost Area of Benefit 2	
a. [(\$458,578.58 divided by 24.6 acres)+ \$2,230.11/acre]	
= <u>\$20,871.52/acre</u>	

EXHIBIT 5

GRANT DEED AND BILL OF SALE

(ACCEPTANCE DOCUMENTS FOR OFFSITE IMPROVEMENTS)

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

RUBIDOUX COMMUNITY
SERVICES DISTRICT
P.O. 3098
Rubidoux, CA 92519-3098

EXEMPT FROM RECORDING FEES PER GOVT.
CODE §6103
EXEMPT FROM DOCUMENTARY TRANSFER
TAX PER REV. & TAX CODE §11922

2022-0472482

11/16/2022 11:26 AM Fee: \$ 0.00

Page 1 of 8

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



8778

Space above this line for Recorder's use

GRANT DEED AND BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER LLC, a Delaware limited liability company ("**Grantor**") hereby grants and conveys to RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized and existing under and by virtue of the Community Services District Law ("**Grantee**") all water and sewer improvements ("**RCSD Facilities**") which Grantor has constructed within those public streets commonly known as Rubidoux Boulevard, 26th Street and Stockdale Court, located in the City of Jurupa Valley, County of Riverside, State of California, which includes that real property more particularly described as:

LOT A AND LOT B, INCLUSIVE, OF PARCEL MAP NO. 33617, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 232, PAGES 69 THROUGH 72, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

The location of such RCSD Facilities are approximately depicted on **Exhibit "A"**, attached hereto, and more particularly described on **Exhibit "B"**, attached hereto.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO GRANT DEED AND BILL OF SALE]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: 11/9/22

GRANTOR:

DAVIS JCR RUBIDOUX INDUSTRIAL
LAND OWNER LLC, a Delaware limited
liability company

By: Davis Clairmont Rubidoux LLC,
a Delaware limited liability company
Its Manager

By: Davis Rubidoux LLC, a
Delaware limited liability company
Its Managing Member

By: [Signature]
Robert J. Thiergartner
Its Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On November 9, 2022, before me, Heather Santilli, a Notary Public, personally appeared Robert J. Thiergartner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]



EXHIBIT "A"

DEPICTION OF LOCATION OF RCSD FACILITIES

[to be attached]

EXHIBIT "A" RCSD FACILITIES

SHEET 1 OF 2

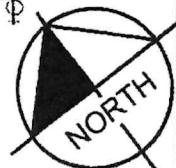
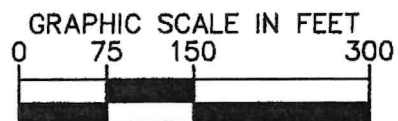
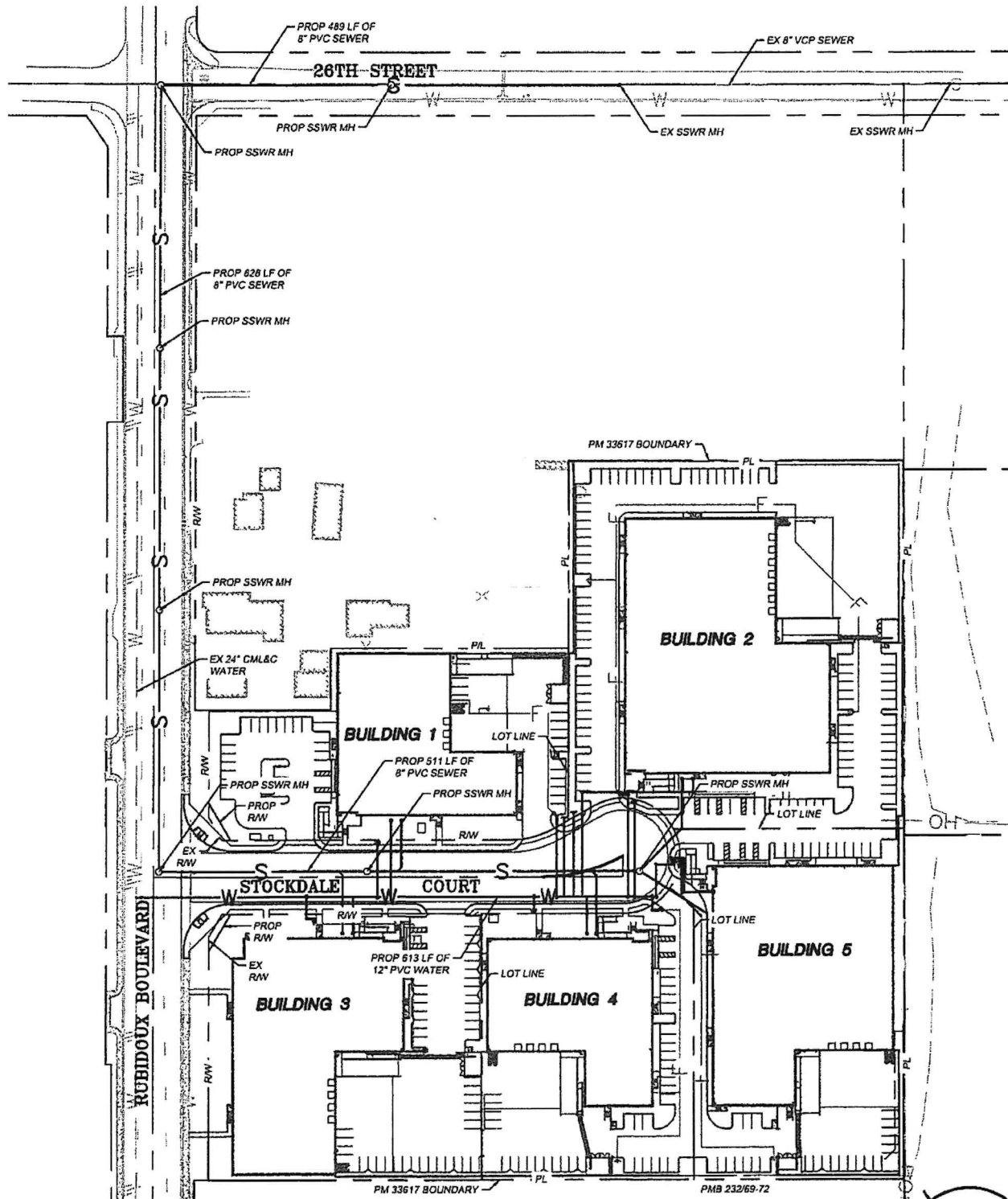


EXHIBIT “B”

DESCRIPTION OF LOCATION OF RCSD FACILITIES

[to be attached]

EXHIBIT "B"
RCSD FACILITIES

SHEET 2 OF 2

26TH STREET SEWER DESCRIPTION

CONSTRUCTION OF 489 LINEAR FEET OF 8" PVC SANITARY SEWER FROM A PROPOSED SEWER MANHOLE LOCATED AT THE INTERSECTION OF 26TH STREET AND RUBIDOUX BOULEVARD TO AN EXISTING SEWER MANHOLE IN 26TH STREET SOUTHEASTERLY OF RUBIDOUX BUILDING. CONSTRUCTION OF SANITARY SEWER MANHOLES AS SHOWN.

RUBIDOUX BOULEVARD SEWER DESCRIPTION

CONSTRUCTION OF 828 LINEAR FEET OF 8" PVC SANITARY SEWER FROM A PROPOSED SEWER MANHOLE LOCATED AT THE INTERSECTION OF RUBIDOUX BOULEVARD AND STOCKDALE COURT TO A PROPOSED SEWER MANHOLE LOCATED AT THE INTERSECTION OF 26TH STREET AND RUBIDOUX BOULEVARD. CONSTRUCTION OF SANITARY SEWER MANHOLES AS SHOWN.

STOCKDALE COURT SEWER DESCRIPTION

CONSTRUCTION OF 511 LINEAR FEET OF 8" PVC SANITARY SEWER FROM A PROPOSED SEWER MANHOLE LOCATED AT THE INTERSECTION OF RUBIDOUX BOULEVARD AND STOCKDALE COURT TO A PROPOSED SEWER MANHOLE LOCATED IN THE CUL-DE-SAC OF STOCKDALE COURT. CONSTRUCTION OF SANITARY SEWER MANHOLES AND SERVICE LATERALS AS SHOWN.

STOCKDALE COURT WATER DESCRIPTION

CONSTRUCTION OF 613 LINEAR FEET OF 12" PVC WATER FROM THE TIE-IN LOCATION AT THE INTERSECTION OF RUBIDOUX BOULEVARD AND STOCKDALE COURT TO A TERMINUS LOCATION IN THE CUL-DE-SAC OF STOCKDALE COURT. CONSTRUCTION OF WATER SERVICES AND FIRE HYDRANTS AS SHOWN.

**CERTIFICATE OF ACCEPTANCE OF AND CONSENT TO
GRANT DEED AND BILL OF SALE**

THIS IS TO CERTIFY that the attached Grant Deed and Bill of Sale for all water and sewer improvements which DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER LLC, a Delaware limited liability company ("Grantor") has constructed within the public streets commonly known as Rubidoux Boulevard, 26th Street and Stockdale Court, is hereby accepted by the RUBIDOUX COMMUNITY SERVICES DISTRICT ("Grantee") by order of the Board of Directors of Grantee on the date set forth below. Grantee consents to the recordation thereof by its duly authorized officer. Grantee acknowledges and agrees that Grantee shall be responsible for ownership, operation and maintenance of such utility assets.

Date: November 15, 2022

(SEAL)

RUBIDOUX COMMUNITY SERVICES DISTRICT

By: Ted Beckwith

Name: Ted Beckwith

By: Director of Engineering

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

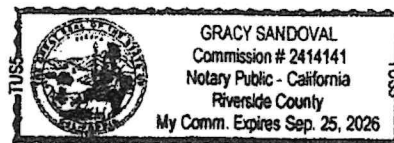
On 11/15/2022, before me, Gracy Sandoval, a Notary Public, personally appeared Theodore James Beckwith who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Gracy Sandoval
notary public



CONSENT OF LIENHOLDER

The undersigned Beneficiary under that certain Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("**Deed of Trust**") dated February 24, 2021, and recorded March 4, 2021, as Instrument No. 2021-0141178 of the Official Records of Riverside County, California, consents to the recordation of the foregoing Grant Deed and Bill of Sale which conveys the water and sewer improvements which the Trustor of the Deed of Trust has constructed in public streets adjacent to the Land (which is identified in the Deed of Trust) in connection with the Trustor's development of such Land.

Dated: November 9th, 2022 FARMERS AND MERCHANTS TRUST COMPANY
OF LONG BEACH, a California corporation

By: _____

Name: QUANMO RUBINSON

Its: former vice president

By: _____

Name: CARSTE GRADYCH

Its: Senior Vice President

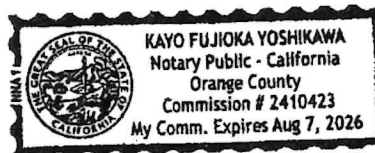
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On November 9, 2022, before me, KAYO FUJIOKA YOSHIKAWA, a Notary Public, personally appeared RICHARD ROBINSON and CARSTE GRADYCH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

[Signature]



Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 22-411386

Product	Name	Extended
149	DEED	\$0.00
	Document #	2022-0472482
	# Pages	8
<hr/>		
Total		\$0.00
Change (Cash)		\$0.00

Brian Laddusaw

From: Daniel W. Karcher <dkarcher@birtcherandersondavis.com>
Sent: Monday, October 17, 2022 7:05 PM
To: Ted Beckwith
Cc: Jeff Sims; Brian Laddusaw; Cowan, Davie
Subject: Re: Stockdale Court - Grant Deed and Bill of Sale

Ted, please see the breakdown of the sewer and water costs below. If you have any questions, please let me know. This does not include any fees paid to RCSD for its inspections of this work.

Stockdale/Rubidoux Sewer Cost

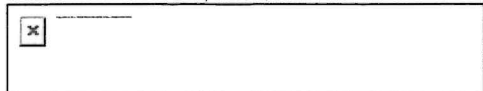
Base Contract	564,225.00
OH, Fee, Insurance	23,714.29
Unforeseen Costs in Rubidoux - Excess Demo, and Shoring	117,834.00
Cost for Asphalt at Sewer Patch	165,000.00
Total Sewer Cost	870,773.29
Total Sewer Design	25,350.00
Total Inspections (Geo)	16,110.00
Stockdale/Rubidoux Sewer Cost	912,233.29

Total Stockdale Water Improvements

Base Contract	442,723.00
OH, Fee, Insurance	18,607.58
Total Water Design	13,650.00
Total Inspections (Geo)	9,060.00
Stockdale Water Improvements	484,040.58

Daniel W. Karcher

President | DRE #01757903
949.296.3560 direct | 949.291.8634 cell
dkarcher@birtcherandersondavis.com
31920 DEL OBISPO, #260, SAN JUAN CAPISTRANO, CA 92675



Recent News | Birtcher Anderson & Davis

From: Ted Beckwith <tbeckwith@rcsd.org>
Sent: Monday, October 17, 2022 3:27 PM

EXHIBIT 6

WEST COAST COLD STORAGE AGREEMENT

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

DZIDA, CAREY & STEINMAN (CED)
3 Park Plaza, Suite 750
Irvine, CA 92614

(Space Above for Recorder's Use)

EASEMENT AND COST SHARING AGREEMENT

This Easement and Cost Sharing Agreement ("**Agreement**") is entered into by DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER LLC, a Delaware limited liability company ("**Developer**"), and ICE BOX DEVELOPMENTS, LLC, a California limited liability company ("**Adjacent Owner**") as of _____, 2021 ("**Effective Date**"). Developer and Adjacent Owner are collectively referred to herein as the "**Parties**" and individually as a "**Party**."

P R E A M B L E

A. Developer is the owner and developer of the real property in the City of Jurupa Valley ("**City**"), County of Riverside, State of California, more fully described on **Exhibit "A"** hereto ("**Developer Property**").

B. Adjacent Owner is the owner of the real property near the Developer Property more fully described on **Exhibit "B"** hereto ("**Adjacent Owner Property**").

C. As part of the development of the Developer Property, Developer will be installing certain sewer improvements ("**Sewer Improvements**") in the public right-of-way which is adjacent to the Developer Property and the Adjacent Owner Property.

D. In addition to the Sewer Improvements, Developer has agreed to install a lateral sewer connection to serve the Adjacent Owner Property ("**Adjacent Owner Sewer Connection**"). In consideration of Developer's construction of the Sewer Improvements and Adjacent Owner Sewer Connection, Adjacent Owner shall share in the cost of the Sewer Improvements and pay all costs of the Adjacent Owner Sewer Connection.

A G R E E M E N T

NOW, THEREFORE, the Parties agree as follows:

1. **Work.** Developer shall construct the Sewer Improvements and the Adjacent Owner Sewer Connection (collectively, "**Work**") in accordance with the plans for such Work attached hereto as **Exhibit "C"**, as such plans may be modified in Developer's reasonable discretion and/or at the direction of the City and other applicable governmental and quasi-governmental authorities (collectively, "**Governmental Authorities**").

2. **Grant of Temporary Construction Easement.** Adjacent Owner hereby grants to Developer and Developer's employees, contractors, consultants and agents a nonexclusive, temporary construction easement over the Adjacent Property as may be reasonably necessary for Developer to complete the Work ("**Temporary Construction Easement**"). The Temporary Construction Easement shall terminate automatically upon completion of the Work.

3. **Costs of the Work.**

(a) **Sewer Improvements.** Adjacent Owner shall pay One Hundred Thousand Dollars (\$100,000) toward the cost of the Sewer Improvements ("**Adjacent Owner Sewer Improvements Costs**"). Adjacent Owner shall pay the Adjacent Owner Sewer Improvements Costs concurrently with the execution of this Agreement. Developer shall be responsible for all other construction costs of the Sewer Improvements.

(b) **Adjacent Owner Sewer Connection.** Adjacent Owner shall be solely responsible for the costs of the installation of the Adjacent Owner Sewer Connection ("**Adjacent Owner Sewer Connection Costs**", and together with the Adjacent Owner Sewer Improvements Costs, the "**Adjacent Owner Share**"). Adjacent Owner shall reimburse Developer or pay directly to designated sub-contractor within five (5) days after Developer notifies Adjacent Owner that the Adjacent Owner Sewer Connection Costs are complete. Adjacent Owner shall be solely responsible for any additional costs relating to the Adjacent Owner Sewer Connection, including without limitation any connection or similar fee charged by the City and/or any utility provide.

4. **Late Payment.** If any portion of the Adjacent Owner Share is not timely paid in accordance with this Agreement, interest shall accrue and be payable on such portion of the Adjacent Owner Share at a rate equal to the lesser of ten percent (10%) per annum or the maximum rate permitted by law, from the date due until paid. Adjacent Owner hereby grants to Developer a lien against the Adjacent Owner Property pursuant to Sections 2881 and 2884 of the California Civil Code to secure Adjacent Owner's obligation to pay the Adjacent Owner Share in accordance with this Section 4 and also to secure any interest thereon, attorneys' fees and court costs and other costs of collection thereof. Such lien shall be a continuing lien upon the Adjacent Owner Property and may be enforced in any manner allowed by law. The creation and enforcement of such lien shall not be an exclusive remedy and the Developer reserves any and all other remedies it may have under this Agreement, at law or otherwise. This Agreement shall constitute notice of such lien.

5. **Maintenance Costs.** After Developer completes the Work, Developer shall have no liability to Adjacent Owner for routine and ongoing maintenance of the Work. The Parties acknowledge that they intend for the Work to be transferred to a community services district for maintenance. To the extent any portion of the Work is not maintained by such community

services district, each Party shall be solely responsible for the portion of the Work that serves such Party's property or for any other portion of the Work as is required by the Governmental Authorities and/or by law.

6. **Amendment.** This Agreement may only be amended or terminated by the written agreement of the Parties.

7. **Covenants Running With Land.** The Parties hereby declare that the Developer Property and the Adjacent Owner Property (collectively, "**Properties**") are to be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to the foregoing limitations, restrictions, easements, covenants, and conditions, all of which are declared to be in furtherance of and for the use, protection, maintenance and improvement of the Properties. All provisions of this Agreement are hereby imposed as equitable servitudes on the Properties. All provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the Properties and any portion thereof or interest therein, and all persons or entities having or acquiring any right, title, or interest therein and their successive owners and assigns.

8. **Notices.** All notices or other communications between the Parties required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and prepaid, or sent by reputable overnight courier (such as Federal Express or UPS), or transmitted by e-mail to the addresses set forth on the signature page of this Agreement. A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m., otherwise on the day following personal delivery, or on the date of receipt, if transmitted by e-mail transmission prior to 5:00 p.m. or otherwise on the next business day, or two (2) business days following the date the notice is postmarked, if mailed, or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Either party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

9. **Attorneys' Fees.** If any Party to this Agreement institutes any action or proceeding to enforce or interpret this Agreement or for damages on account of the breach of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party its reasonable attorneys' fees and costs and expenses of litigation, including without limitation expert witness fees and costs).

10. **Miscellaneous.**

10.1 **Waiver.** The waiver by any Party of the breach by any other Party of any provision of this Agreement does not waive any subsequent breach of the same or any other provision of this Agreement.

10.2 **Choice of Law; Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The proper forum for all actions and proceedings, including arbitration and mediation, shall be Riverside County, California.

10.3 **Language Construction.** Whenever the context of this Agreement requires, the masculine gender includes the feminine and neuter and the singular number includes the plural. Designations used herein are for convenience only and shall not be controlling in the

interpretation of this Agreement. This Agreement has been drafted by the parties hereto and shall not be subject to any rule of construction or interpretation based on attribution of the drafting of this Agreement to a single Party.

10.4 **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall, nevertheless, continue in full force.

10.5 **Exhibits.** All exhibits to this Agreement are incorporated herein by this reference.

10.6 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

10.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other Agreements, whether oral or written, with respect to the obligations identified herein. The Parties hereby acknowledge that no representations, inducements, promises, or agreements, whether oral or otherwise, have been made by any Party or anyone acting on behalf of any Party except as expressly provided herein.

[Signatures on following page]

Dated: 7-27-, 2021 **"Developer"**

DAVIS JCR RUBIDOUX INDUSTRIAL LAND
OWNER LLC, a Delaware limited liability company

By: Davis JCR Rubidoux Industrial Land
Investors LLC, a Delaware limited liability
company
Its: Member

By: Davis Clairmont Rubidoux LLC, a
Delaware limited liability company
Its: Manager

By: Davis Rubidoux LLC, a
Delaware limited liability
company
Its: Managing Member

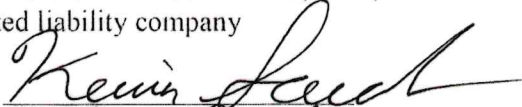
By: 
Name: ROBERT F. HIERS
Title: MANAGING MEMBER

Address:
31920 Del Obispo #260
San Juan Capistrano, CA 92675
Attention: Daniel Karcher

"Adjacent Owner"

Dated: 7-19-21, 2021

ICE BOX DEVELOPMENTS, LLC, a California
limited liability company

By: 
Name: Kevin Sacalas
Title: Managing Member of ICE Box

Address:
7954 Choi Dr
Riverside CA 92506

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Riverside)

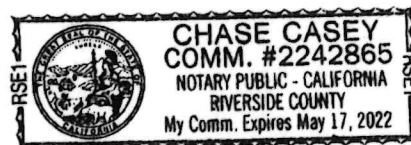
On July 19, 2021, before me, Chase Casey, a Notary Public, personally appeared Kevin Sacalas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Chase Casey

Notary Public



(SEAL)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Orange

On

July 27, 2021

Date

before me,

Heather Santilli, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Robert J. Thiergartner

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Heather Santilli

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT "A"

DEVELOPER PROPERTY

That real property in the City of Jurupa Valley, County of Riverside, State of California, more particularly described as:

Parcel Map No. 33617, recorded in Book 232, pages 69 to 72, inclusive, of Parcel Maps in the Office of the County Recorder for Riverside County, California, as modified by that Certificate of Parcel Merger No. 19011 recorded on February 19, 2021 as Instrument No. 2021-0109710, that Lot Line Adjustment No. 19003 recorded on February 23, 2021 as Instrument No. 2021-0114495, that Certificate of Parcel Merger No. 19010 recorded on February 19, 2021 as Instrument No. 2021-0109709, and that Lot Line Adjustment No. 19004 recorded on February 25, 2021 as Instrument No. 2021-0122327, all in Official Records of Riverside County, California.

EXHIBIT "B"

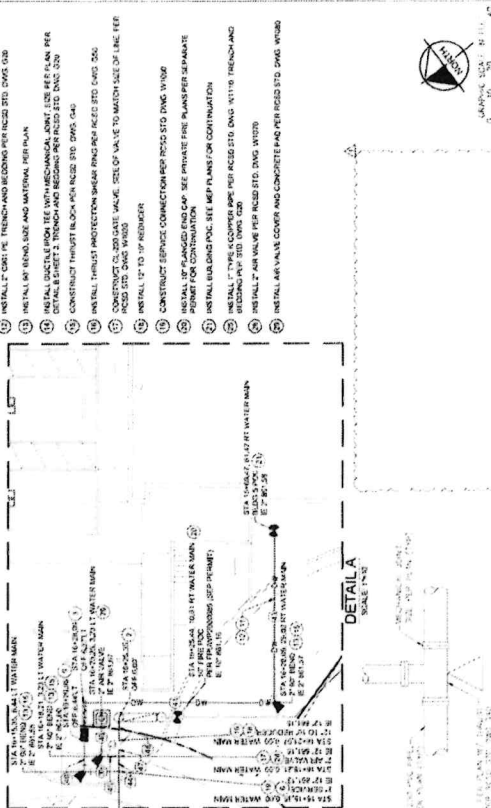
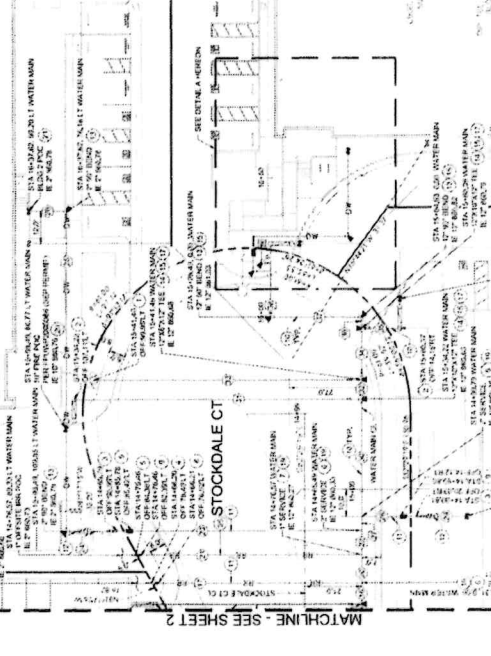
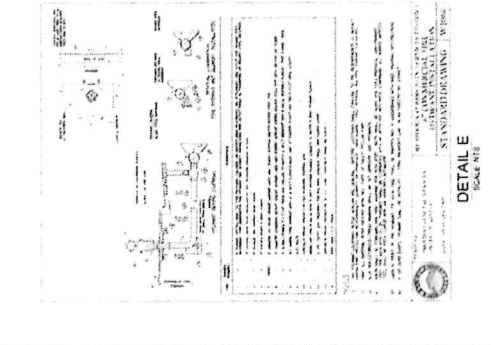
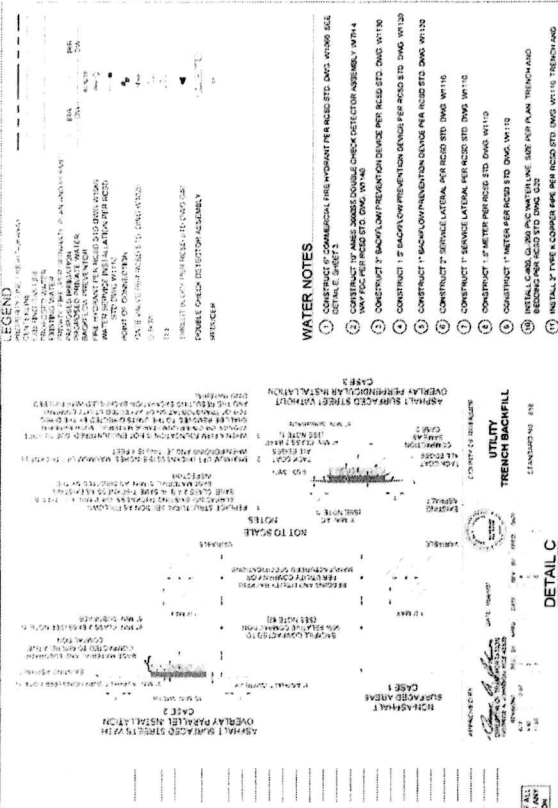
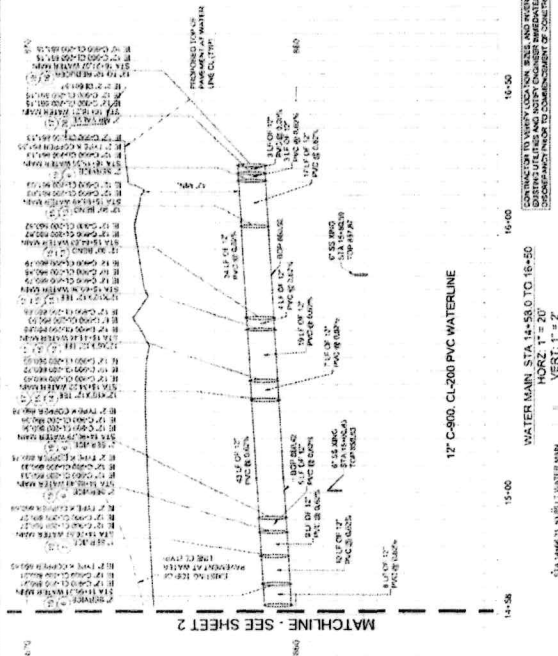
ADJACENT OWNER PROPERTY

That real property in the City of Jurupa Valley, County of Riverside, State of California, more particularly described as:

Parcel D of Lot Line Adjustment No. 20001 recorded December 30, 2020, as Instrument No. 2020-0665763, in Official Records of Riverside County, California.

EXHIBIT "C"
PLANS FOR THE WORK

2013-2014 (2013-2014)		2012-2013 (2012-2013)		2011-2012 (2011-2012)		2010-2011 (2010-2011)		2009-2010 (2009-2010)		2008-2009 (2008-2009)		2007-2008 (2007-2008)		2006-2007 (2006-2007)		2005-2006 (2005-2006)		2004-2005 (2004-2005)		2003-2004 (2003-2004)		2002-2003 (2002-2003)		2001-2002 (2001-2002)		2000-2001 (2000-2001)		1999-2000 (1999-2000)		1998-1999 (1998-1999)		1997-1998 (1997-1998)		1996-1997 (1996-1997)		1995-1996 (1995-1996)		1994-1995 (1994-1995)		1993-1994 (1993-1994)		1992-1993 (1992-1993)		1991-1992 (1991-1992)		1990-1991 (1990-1991)		1989-1990 (1989-1990)		1988-1989 (1988-1989)		1987-1988 (1987-1988)		1986-1987 (1986-1987)		1985-1986 (1985-1986)		1984-1985 (1984-1985)		1983-1984 (1983-1984)		1982-1983 (1982-1983)		1981-1982 (1981-1982)		1980-1981 (1980-1981)		1979-1980 (1979-1980)		1978-1979 (1978-1979)		1977-1978 (1977-1978)		1976-1977 (1976-1977)		1975-1976 (1975-1976)		1974-1975 (1974-1975)		1973-1974 (1973-1974)		1972-1973 (1972-1973)		1971-1972 (1971-1972)		1970-1971 (1970-1971)		1969-1970 (1969-1970)		1968-1969 (1968-1969)		1967-1968 (1967-1968)		1966-1967 (1966-1967)		1965-1966 (1965-1966)		1964-1965 (1964-1965)		1963-1964 (1963-1964)		1962-1963 (1962-1963)		1961-1962 (1961-1962)		1960-1961 (1960-1961)		1959-1960 (1959-1960)		1958-1959 (1958-1959)		1957-1958 (1957-1958)		1956-1957 (1956-1957)		1955-1956 (1955-1956)		1954-1955 (1954-1955)		1953-1954 (1953-1954)		1952-1953 (1952-1953)		1951-1952 (1951-1952)		1950-1951 (1950-1951)		1949-1950 (1949-1950)		1948-1949 (1948-1949)		1947-1948 (1947-1948)		1946-1947 (1946-1947)		1945-1946 (1945-1946)		1944-1945 (1944-1945)		1943-1944 (1943-1944)		1942-1943 (1942-1943)		1941-1942 (1941-1942)		1940-1941 (1940-1941)		1939-1940 (1939-1940)		1938-1939 (1938-1939)		1937-1938 (1937-1938)		1936-1937 (1936-1937)		1935-1936 (1935-1936)		1934-1935 (1934-1935)		1933-1934 (1933-1934)		1932-1933 (1932-1933)		1931-1932 (1931-1932)		1930-1931 (1930-1931)		1929-1930 (1929-1930)		1928-1929 (1928-1929)		1927-1928 (1927-1928)		1926-1927 (1926-1927)		1925-1926 (1925-1926)		1924-1925 (1924-1925)		1923-1924 (1923-1924)		1922-1923 (1922-1923)		1921-1922 (1921-1922)		1920-1921 (1920-1921)		1919-1920 (1919-1920)		1918-1919 (1918-1919)		1917-1918 (1917-1918)		1916-1917 (1916-1917)		1915-1916 (1915-1916)		1914-1915 (1914-1915)		1913-1914 (1913-1914)		1912-1913 (1912-1913)		1911-1912 (1911-1912)		1910-1911 (1910-1911)		1909-1910 (1909-1910)		1908-1909 (1908-1909)		1907-1908 (1907-1908)		1906-1907 (1906-1907)		1905-1906 (1905-1906)		1904-1905 (1904-1905)		1903-1904 (1903-1904)		1902-1903 (1902-1903)		1901-1902 (1901-1902)		1900-1901 (1900-1901)		1899-1900 (1899-1900)		1898-1899 (1898-1899)		1897-1898 (1897-1898)		1896-1897 (1896-1897)		1895-1896 (1895-1896)		1894-1895 (1894-1895)		1893-1894 (1893-1894)		1892-1893 (1892-1893)		1891-1892 (1891-1892)		1890-1891 (1890-1891)		1889-1890 (1889-1890)		1888-1889 (1888-1889)		1887-1888 (1887-1888)		1886-1887 (1886-1887)		1885-1886 (1885-1886)		1884-1885 (1884-1885)		1883-1884 (1883-1884)		1882-1883 (1882-1883)		1881-1882 (1881-1882)		1880-1881 (1880-1881)		1879-1880 (1879-1880)		1878-1879 (1878-1879)		1877-1878 (1877-1878)		1876-1877 (1876-1877)		1875-1876 (1875-1876)		1874-1875 (1874-1875)		1873-1874 (1873-1874)		1872-1873 (1872-1873)		1871-1872 (1871-1872)		1870-1871 (1870-1871)		1869-1870 (1869-1870)		1868-1869 (1868-1869	
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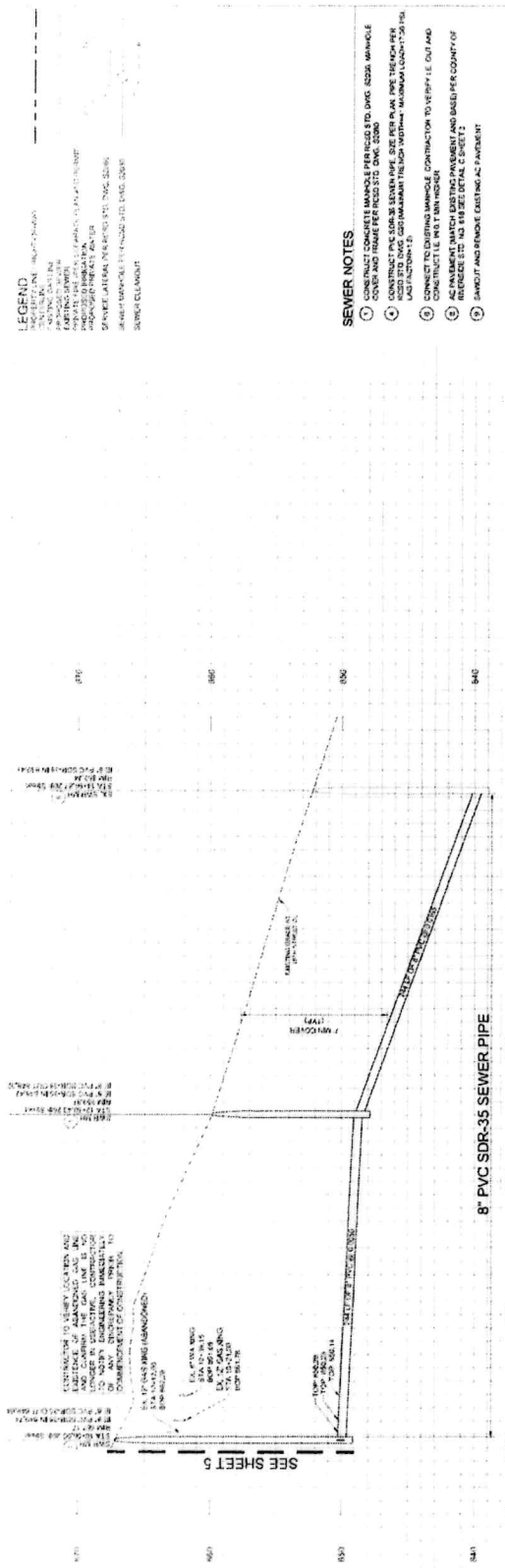






3 OF 6
 RUBDOUX COMMUNITY SERVICES DISTRICT
 WATER AND SEWER IMPROVEMENT PLANS
 PHASE IIIA 2007
 RUBDOUX INDUSTRIAL CENTER
 WATER PLAN
 100' AFTER ONE YEAR FROM THE DATE

Kimley»Horn
 100' AFTER ONE YEAR FROM THE DATE



LEGEND

- [illegible]

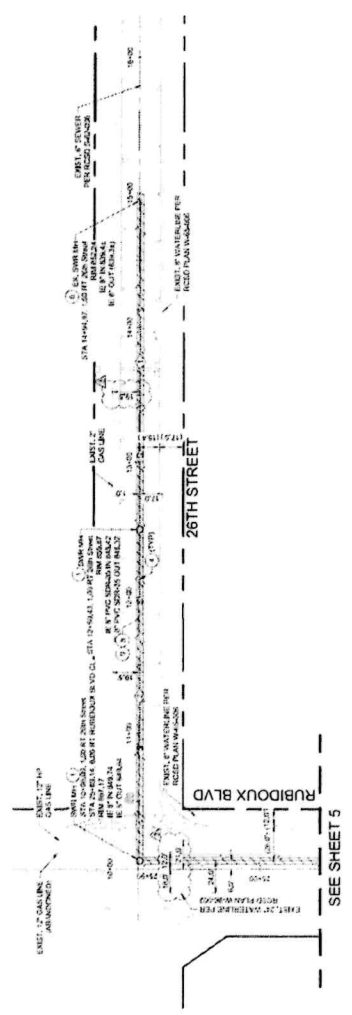
SEWER NOTES

1. CONSTRUCT CONCRETE MANHOLE PERIPHERIES TO DWG. 52252. MANHOLE COVER AND RAISE PER DWG. 5171. DWN. 32000
2. CONSTRUCT PIPE SLOPE SINKING PIPE, SIDE PIPE PER DWG. 52500. REINFORCED DITCH DWS. CIRC. MANHOLE TRUNK LINES. MANHOLE LAYOUT 28' 15" DIA. (SECTION 1-2)
3. CONNECT TO EXISTING MANHOLE. CONNECTION TO VENT PIPE. CUT AND CONSTRUCT IN T. IN DITCH
4. AS PAVEMENT MATCH EXISTING PAVEMENT AND BASE PER QUANTITY OF REINFORCED DITCH. 10' 0" DIA. DITCH. C. 5' DIA. 12'
5. SAWCUT AND REMOVE EXISTING AC. PAVEMENT

NOTES

- CONTRACTOR TO VERIFY LOCATION, SIZE AND INERTS OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCY PRIOR TO COMMENCEMENT OF CONSTRUCTION

SPEECH DATA		
PRIN. NAME	REG. NAME	FILE
1	NOV 24 1982	0' 32000 Hz PnC
2	NOV 30 1982	0' 32000 Hz PnC



SEE SHEET 5

RUBIDOUX COMMUNITY SERVICES DISTRICT
4 OF 6
WATER AND SEWER IMPROVEMENT PLANS
MAY 2007
RUBIDOUX INDUSTRIAL CENTER
SEWER PLAN

世の紛争を調停するに當りては

Kimley»Horn
400 W. 17th St. Suite 200, Santa Ana, CA 92701
Tel: 949.244.4444



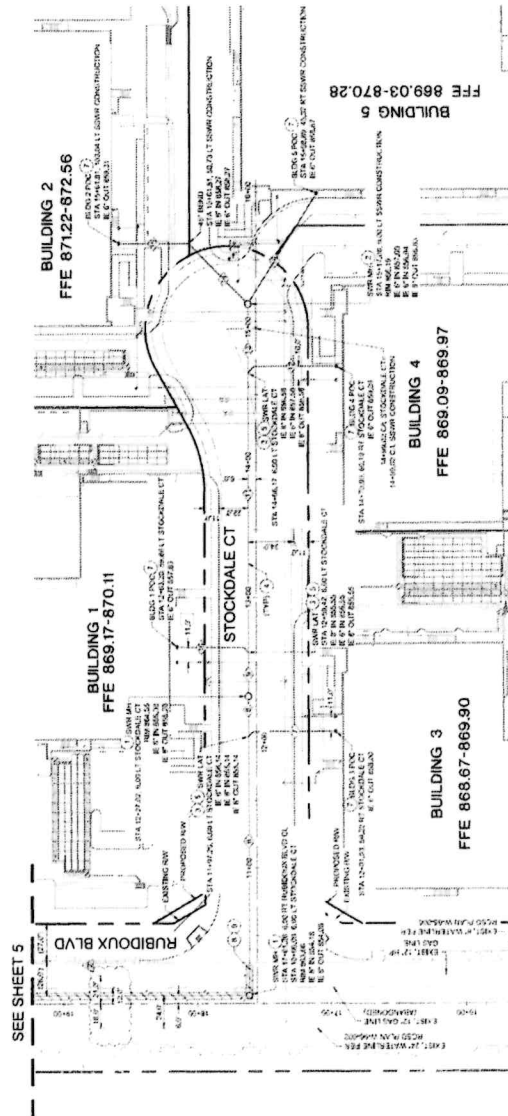
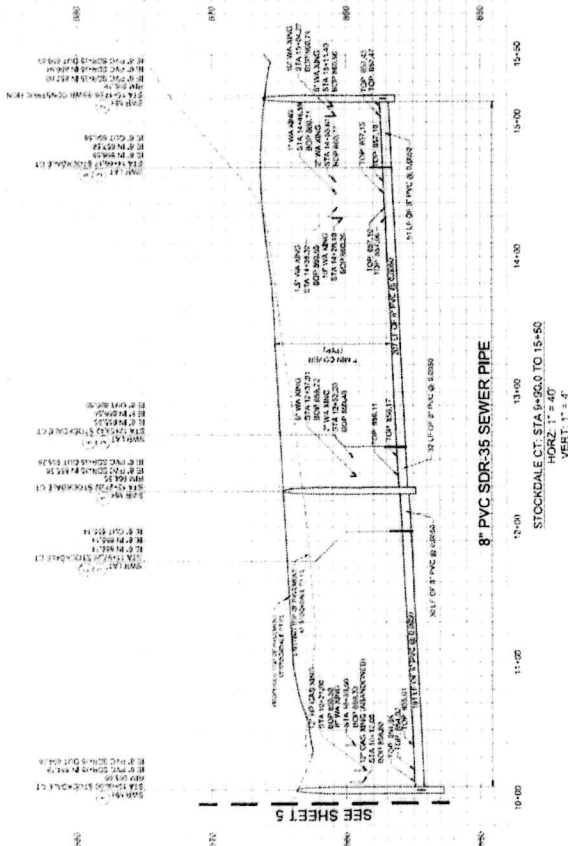
[illegible][illegible]

1. CONTRACTOR TO CONSTRUCT POWER AT THE CONVENTIONAL POWER PLANT LOCATIONS, INCLUDING CONSTRUCTION OF ALL OTHER NECESSARY FACILITIES, AT ANY LOCATIONS ON THE PROJECT AREA TO BE CONSTRUCTED BY THE CONTRACTOR.
2. CONTRACTOR TO FURNISH ALL UTILITIES TO INTERMEDIATE BUS LOCATION AND FROM ALL BUS LOCATIONS TO INDIVIDUAL CONTRACTOR'S POWER PLANT LOCATIONS, INCLUDING ALL CONTRACTOR'S POWER PLANT LOCATIONS.

PAPER NAME	ISSUANCE	1970-71	1971-72	1972-73	1973-74	1974-75	1975-76	1976-77	1977-78	1978-79	1979-80	1980-81	1981-82	1982-83	1983-84	1984-85	1985-86	1986-87	1987-88	1988-89	1989-90	1990-91	1991-92	1992-93	1993-94	1994-95	1995-96	1996-97	1997-98	1998-99	1999-00	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48	2048-49	2049-50	2050-51	2051-52	2052-53	2053-54	2054-55	2055-56	2056-57	2057-58	2058-59	2059-60	2060-61	2061-62	2062-63	2063-64	2064-65	2065-66	2066-67	2067-68	2068-69	2069-70	2070-71	2071-72	2072-73	2073-74	2074-75	2075-76	2076-77	2077-78	2078-79	2079-80	2080-81	2081-82	2082-83	2083-84	2084-85	2085-86	2086-87	2087-88	2088-89	2089-90	2090-91	2091-92	2092-93	2093-94	2094-95	2095-96	2096-97	2097-98	2098-99	2099-00	2100-01	2101-02	2102-03	2103-04	2104-05	2105-06	2106-07	2107-08	2108-09	2109-10	2110-11	2111-12	2112-13	2113-14	2114-15	2115-16	2116-17	2117-18	2118-19	2119-20	2120-21	2121-22	2122-23	2123-24	2124-25	2125-26	2126-27	2127-28	2128-29	2129-30	2130-31	2131-32	2132-33	2133-34	2134-35	2135-36	2136-37	2137-38	2138-39	2139-40	2140-41	2141-42	2142-43	2143-44	2144-45	2145-46	2146-47	2147-48	2148-49	2149-50	2150-51	2151-52	2152-53	2153-54	2154-55	2155-56	2156-57	2157-58	2158-59	2159-60	2160-61	2161-62	2162-63	2163-64	2164-65	2165-66	2166-67	2167-68	2168-69	2169-70	2170-71	2171-72	2172-73	2173-74	2174-75	2175-76	2176-77	2177-78	2178-79	2179-80	2180-81	2181-82	2182-83	2183-84	2184-85	2185-86	2186-87	2187-88	2188-89	2189-90	2190-91	2191-92	2192-93	2193-94	2194-95	2195-96	2196-97	2197-98	2198-99	2199-00	2200-01	2201-02	2202-03	2203-04	2204-05	2205-06	2206-07	2207-08	2208-09	2209-10	2210-11	2211-12	2212-13	2213-14	2214-15	2215-16	2216-17	2217-18	2218-19	2219-20	2220-21	2221-22	2222-23	2223-24	2224-25	2225-26	2226-27	2227-28	2228-29	2229-30	2230-31	2231-32	2232-33	2233-34	2234-35	2235-36	2236-37	2237-38	2238-39	2239-40	2240-41	2241-42	2242-43	2243-44	2244-45	2245-46	2246-47	2247-48	2248-49	2249-50	2250-51	2251-52	2252-53	2253-54	2254-55	2255-56	2256-57	2257-58	2258-59	2259-60	2260-61	2261-62	2262-63	2263-64	2264-65	2265-66	2266-67	2267-68	2268-69	2269-70	2270-71	2271-72	2272-73	2273-74	2274-75	2275-76	2276-77	2277-78	2278-79	2279-80	2280-81	2281-82
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RUBIDLOUX COMMUNITY SERVICES DISTRICT
WATER AND SEWER IMPROVEMENT PLANS
MARCH MAY 2007
RUBIDLOUX INDUSTRIAL CENTER
SEWER PLAN



Kimley»Horn

James D. Smith

VOID AFTER ONE YEAR FROM THIS DATE

6. CORRESPONDENCE AND RELATED INFORMATION

- A. Article from Riverside Press-Enterprise – Sierra Nevada – “Snow total below normal”
- B. Article from Riverside Press-Enterprise – State Water Supply – “Will SoCal’s winter be wet? Wait and see.”
- C. Article from Riverside Press Enterprise – Riverside – “County needs 123 firefighters/medics”

SIERRA NEVADA

Snow total below normal

Reversal from last year's wet winter leaves valuable water supply at just 25% of average

BY PAUL ROGERS

BAY AREA NEWS GROUP

California's statewide Sierra Nevada snowpack — the source of nearly one-third of the state's water supply — is at its lowest level in a decade, a major turnaround from last year when huge storms ended a three-year drought and buried ski resorts in snow.

On Tuesday, the snowpack was just 25% of its historical average for Jan. 2. A year ago on the same date, it was 185% of normal. The last time there was less snow at the beginning of a new year was 2014, when it stood at 19%.

The lack of snow so far this season is due to fewer big storms hitting the state than normal. And when storms have come, they have been warmer, depositing snow mostly at higher elevations.

But the meager totals so far across California's pre-eminent mountain range are not a cause for panic, experts say.

Not only are there three months left in the winter season, which typically ends in early April, but last year's soaking winter filled reservoirs across the state. That "money in the bank" means chances are low that there will be significant urban water restrictions across the state this summer, even if the winter ends with below-average snow and rain.

"The reservoirs are in great shape," said Jay Lund, vice director of the Center for Watershed Sciences at UC Davis. "Almost every reservoir in the state is near or well above its historical average for this time of year. We can sleep better knowing there is water in the reservoirs."

On Monday, Shasta Lake, California's largest reservoir, was 69% full, or 116% of its historical average for New Year's Day. Similarly, Oroville in Butte County, the state's second-largest reservoir, was 68% full, or 130% of its historical average. To the south, Diamond Valley in Riverside County, a key water supply for Los Angeles, was 93% full.

Heading into the winter, many water managers were concerned that if huge atmospheric river storms pounded the state in November and December, that could have caused major flooding because there was less space left in the big reservoirs than in most years to catch runoff.

On Tuesday, officials from the state Department of Water Resources headed into the Sierra Nevada to take a manual snow reading as part of a monthly news conference at Phillips Station in El Dorado County, along Highway 50.

"While we are glad the recent storms brought a small boost to the snowpack, the dry fall and below-average conditions today show how fast water conditions can change," said Sean de Guzman, manager of snow surveys and water-supply forecasting for the state Department of Water Resources. "It's still far too early to

say what kind of water year we will have, and it will be important for Californians to pay attention to their forecasts and conserve water, rain or shine.”

The statewide totals Tuesday come from 130 automated snow sensors spread across the Sierra Nevada range.

Two storms are forecast to bring new snow to the Sierra today and Saturday. Each is expected to deliver up to 1 foot to elevations above 5,000 feet, according to the National Weather Service in Sacramento. That’s not enough to get the Sierra back to normal, but it will help.

“Finally there is some good cold air coming in this week,” said Mike Anderson, state climatologist with the Department of Water Resources.

Large storms bringing many more feet of snow could still arrive in January, February and March. But with each passing dry day, the odds increase that this winter will end below normal.

“Because the first wet season months have been drier than average,” Lund said, “we are less likely to have a very wet year overall and more likely to have a drier year overall.”

California cities have fared better in the precipitation department this winter than mountain areas have.

Through Monday night, San Francisco had received 6.68 inches of rain since Oct. 1 — 79% of its historical average. With 3.43 inches, San Jose was at 83% of normal. And with 3.18, Los Angeles was at 80%.

As the climate continues to warm, California’s winters have become less predictable, swinging from very dry to very wet, experts say. Since the 1970s, more precipitation is falling as rain in the Sierra, rather than snow, which makes capturing water more difficult than if much of it was frozen for months and melting gradually. In recent decades, the trend has been particularly pronounced in October, November and May, said Andrew Schwartz, lead scientist at the UC Berkeley Central Sierra Snow Laboratory.

“We are seeing a shortening of the (snow) season from either end,” he said, “and a lot more rain in the winter.”

One area already feeling the impact of this year’s low snowpack is California’s ski industry.

Ski resorts around Lake Tahoe opened in December, some of them several weeks late. But without much natural snow, they have had to rely heavily on snow-making machines.

“Obviously things have been a little lighter than we would have hoped for. It’s been a bit of a challenge,” said Mike Reitzell, president of Ski California, an industry association.

Only about half the lifts are open at many Sierra resorts. This weekend, 12 of 20 were open at Northstar, 6 of 12 at Sugar Bowl, 9 of 27 at Heavenly, 9 of 13 at Kirkwood, and 23 of 36 at Palisades.

Reitzell said the industry had its best year in 20 years last year when there was so much snow that some resorts were open into April and May, and the large Palisades resort hosted Fourth of July skiing. Pent-up demand after the COVID-19 pandemic had people flocking to the mountains, and last year’s massive Sierra snowpack — 237% of its historical average on April 1 — buried the Tahoe area in snow.

Ski resorts have invested heavily in snow-making equipment in recent years as climate change has made winters less predictable, Reitzell added. As a result, in a dry year as California has seen so far, there are still plenty of good opportunities to ski.

“It’s still early in the season for sure,” he said. “We’ve dealt with this before. It’s obviously not ideal. But our resorts know how to handle it.”

STATE WATER SUPPLY

Will SoCal's winter be wet? Wait and see.

Low snow levels in the Sierra Nevada don't always signal a drought, experts say



C.J. Batiste of Los Angeles sits in the warmth of his vehicle after paying independent contractor Michael Vincent \$40 to put chains on his vehicle at a mandatory chain-up area along Highway 18 at Lake Gregory Drive in Crestline on Wednesday. PHOTOS BY WILL LESTER — STAFF PHOTOGRAPHER



Children stay in the warmth of their vehicle as their parents chain up their vehicle on Highway 18 at Lake Gregory Drive in Crestline on Wednesday. Four-wheel drive vehicles were allowed through the checkpoint without chains while all 2-wheel drive vehicles had to have snow chains on their tires.

BY STEVE SCAUZILLO

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What will California's water picture look like in the next 12 months? The predictions are literally all over the map.

After a measurement of the snowpack in the Sierra Nevada on Tuesday found only 7.5 inches of snow — 30% of the average depth — the state Department of Water Resources put out a statement saying residents should prepare for “flood or dry conditions in the months ahead.”

Why the cover all bases in the announcement?

Experts say that California's unpredictable weather, coupled with warmer temperatures from climate change creating more rain than snow, makes the forecast cloudy with a chance of anything. Throw in a strong El Niño in the eastern Pacific and the predictions become even more varied. Southern California water agencies are watching these developments because the snowpack in Northern California, once it melts in spring and summer, is where the state gets a third of its water supply — and much of that goes to the more populated southern half of the state. The snowpack feeds the reservoirs, which send water down the State Water Project, which provides 29 public water agencies serving 27 million California residents.

On Dec. 1, the state announced it would only allocate 10% of the orders for water to agencies dependent on Northern California water, who include most water agencies in Southern California. Experts say with more storms coming this month and in February and March, the percentage of allocated water should go up.

“We often get a slow start to our water year,” said DWR lead climatologist Michael Anderson. “A lot can change when we get to April 1. For now, just stay tuned.”

But on Tuesday, that didn't stop Metropolitan Water District of Southern California, the nation's largest wholesaler of water that is reliant on the NorCal snowmelt, from being concerned about drought conditions in 2024.

“Conservation must remain a way of life for all Californians, regardless of the weather. As water managers, we also must do our part by planning for a drier, more challenging future due to our changing climate,” wrote Adel Hagekhalil, general manager, in a prepared statement.

Water storage from last year's deluge has filled up reservoirs. The Diamond Valley Lake Reservoir in Hemet is at 93% capacity, or 130% of its historic average, said Demitry Polyzos, section manager of MWD's Water Resources Management Group on Wednesday. Shasta Lake is 69% full, or 116% of its historic average; Oroville in Butte County is 68% full, or 130% of its historic average.

“For Southern California going into this year, time will tell. But we've done a lot to prepare ourselves should it be dry, by collecting as much water as we could last year,” Polyzos said.

First wet, now dry

The contrast between January of this year vs. last year is stark, a 25% statewide snowpack average versus a whopping 185% last year when California experienced atmospheric river storms that flooded streets and covered the mountains in white powder.

“A weather whiplash is becoming the new normal,” said MWD spokesperson Bob Muir on Wednesday. “This is a kind of threat.”

He said MWD has prepared a climate adaptation plan to deal with water variability from Northern California. Last year, the agency also worked with land owners in the San Joaquin Valley to store surplus water underground as groundwater — water that would have gone to waste.

See-sawing precipitation levels has happened before and is what Anderson called “wild variability” in weather patterns. As an example, he said, “1977 was one of the driest years and 1978 was one of the wettest years.”

Another variable is the type of storms. If they’re blowing in from the tropics, they are warmer and produce more rain than snow, and that doesn’t feed the State Water Project. Storms from the Gulf of Alaska are colder and drop snow in the higher elevations that turn into snowmelt, Anderson said.

So what about the storm heading into California over the coming weekend? Anderson said the storm lacks moisture, so he’s not expecting an overwhelming amount of snow in the Sierras, nor much rain in Southern California.

As of Dec. 31, California precipitation is at 66% of average. Los Angeles has reached 80%, a sign that the storms are producing more rain than snow.

However, there will be snow on Donner Summit, where UC Berkeley lead scientist and director of the Central Sierra Snow Lab, Andrew Schwartz, will measure the snowfall. He predicts up to 2 feet of new snow will fall during the weekend storm.

“It probably won’t take us up to average for snowpack or precipitation, but it will definitely help,” Schwartz said.

What about El Niño?

DWR Director Karla Nemeth remained hopeful that the El Niño pattern will produce rain and snow and lots of it. But again, she hedges her bets, saying it’s still possible that won’t happen, and instead residents must plan for dry weather and put conservation measures in place.

Some are holding up El Niño as a harbinger of wet weather. But again, even an El Niño doesn’t guarantee rain in Southern California or snow in the Sierra Nevada.

William Patzert, retired oceanographer and climatologist from the Jet Propulsion Laboratory in Pasadena, is one of the foremost experts on weather patterns, both the dry kind and the wet kind. On Wednesday, he said El Niños make it rain in Southern California two out of three times — not every time.

In 2016, he predicted a “Godzilla El Niño” for Southern California. But it missed the region. Instead, it flooded Northern Mexico and the Gulf Coast regions, he said.

Already, the current El Niño is bringing monsoons to India and flooding to Australia. Rainy weather flooded parts of Ventura County, but that water doesn’t get captured, he said.

“The dice is loaded for an above average rainfall and big snowpack in the Sierras,” Patzert said, adding this caveat: “Even if California doesn’t get that, somewhere else will get it.”

The fickle El Niño pattern, which usually shows up around Christmas time, translates as “The Child” as a reference to the Christ child. During past El Niños, the region had five of its highest snowfalls but also four of its lowest snowfall patterns, said Schwartz — showing that the weather patterns are unpredictable in California.

“Normal is a cycle on a washing machine. Be careful when you say ‘normal,’ ” Patzert said.

RIVERSIDE

County needs 123 firefighters/medics

40% of positions are vacant, posing an ‘unacceptable degradation’ to response

BY JEFF HORSEMAN

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There’s plenty of open paramedic jobs in Riverside County’s Fire Department. And that’s the problem.

Faced with 123 vacant firefighter II/paramedic positions, a number equal to 40% of all the department’s firefighter II/paramedics, officials are looking at ways to solve a problem that’s led to overworked staff and a lower level of care from first responders.

The Board of Supervisors last month ordered county officials to work with the California Department of Forestry and Fire Protection — Cal Fire for short — to brainstorm solutions to the paramedic shortage.

The county has a longstanding contract with Cal Fire for firefighter/paramedic services, with American Medical Response, a private company, responsible for taking patients from 911 calls to the hospital.

The lack of firefighter II/paramedics means that on any given day, as many as eight fire engines can only offer basic emergency medical response services, Supervisor Kevin Jeffries, a former volunteer firefighter, said via email.

That’s “an unacceptable degradation of our first response system,” Jeffries and Supervisor Karen Spiegel wrote in a memo to colleagues. The shortage also “puts a tremendous burden on our Fire Fighter II/Paramedics (and their families) that consistently work overtime to cover shifts,” the memo said.

Southern California and the nation as a whole has grappled with a paramedic shortage blamed on high turnover rates and burnout from working during the COVID-19 pandemic, which also shut down paramedic training programs.

According to Cal Fire, retirements and promotions are also factors in the shortage. But Jeffries sees another factor — Cal Fire’s hiring standards. Cal Fire requires paramedic applicants to have prior firefighting experience.

That limits the number of people who can fill firefighter II/paramedic jobs, Jeffries said. The first 19 graduates of a county/Cal Fire paramedic training program were unable to apply for those jobs because of the firefighting experience requirement, according to Jeffries’ and Spiegel’s memo.

“Cal Fire Headquarters in Sacramento should have seen how badly this shortage was developing long before we reached 120 vacant positions” in Riverside County, Jeffries said. “Somebody somewhere was asleep.”

It’s “quite common” for fire departments to require “some form of firefighter experience” for paramedics, Cal Fire said in emailed responses to questions.

To ease the shortage, Cal Fire said it “continues to implement Firefighter II academies” and this year, it will have 18 academies statewide — its most ever. Out of 693 firefighter IIs to graduate from the academy

statewide in 2023, 47 were firefighter II/paramedics, Cal Fire added.

Cal Fire also “adjusted the hiring process” by expanding the application timeframe for firefighter II/paramedics, the agency added.

A report from the county executive office and Cal Fire on solutions to the paramedic shortage is expected by February.

7. REPORTS

A. Operations Report (Second Meeting Each Month)

Water and Wastewater Production Comparison

Date	TOTAL WELL PRODUCTION in Million Gallons					Consumption to JURUPA C.S.D.	WASTEWATER FLOW TO RIVERSIDE
	Purchased	Potable Wells	Potable Total	Non-Potable Wells	Total	(Million Gallons)	(Million Gallons)
12/1/2023	0.00	3.19	3.19	0.26	3.44	0.00	1.65
12/2/2023	0.00	4.26	4.26	0.14	4.40	0.00	1.68
12/3/2023	0.00	4.50	4.50	0.00	4.50	0.00	1.74
12/4/2023	0.00	3.75	3.75	0.19	3.94	0.00	1.70
12/5/2023	0.00	4.12	4.12	0.25	4.36	0.00	1.66
12/6/2023	0.00	3.78	3.78	0.37	4.15	0.00	1.69
12/7/2023	0.00	4.12	4.12	0.28	4.40	0.00	1.74
12/8/2023	0.00	3.23	3.23	0.25	3.48	0.00	1.64
12/9/2023	0.00	4.13	4.13	0.12	4.25	0.00	1.71
12/10/2023	0.00	3.93	3.93	0.16	4.09	0.00	1.75
12/11/2023	0.00	2.07	2.07	0.51	2.58	0.00	1.68
12/12/2023	0.00	4.33	4.33	0.26	4.59	0.00	1.65
12/13/2023	0.00	3.47	3.47	0.15	3.61	0.00	1.63
12/14/2023	0.00	3.91	3.91	0.01	3.92	0.00	1.72
12/15/2023	0.00	3.74	3.74	0.23	3.97	0.00	1.64
12/16/2023	0.00	4.17	4.17	0.00	4.17	0.00	1.74
12/17/2023	0.00	4.19	4.19	0.31	4.50	0.00	1.66
12/18/2023	0.00	3.43	3.43	0.01	3.44	0.00	1.68
12/19/2023	0.00	3.20	3.20	0.02	3.22	0.00	1.68
12/20/2023	0.00	3.19	3.19	0.27	3.46	0.00	1.72
12/21/2023	0.00	2.67	2.67	0.07	2.74	0.00	1.79
12/22/2023	0.00	2.55	2.55	0.01	2.56	0.00	1.73
12/23/2023	0.00	3.32	3.32	0.00	3.32	0.00	1.74
12/24/2023	0.00	2.71	2.71	0.00	2.71	0.00	1.79
12/25/2023	0.00	2.83	2.83	0.01	2.84	0.00	1.56
12/26/2023	0.00	3.29	3.29	0.01	3.30	0.00	1.68
12/27/2023	0.00	4.07	4.07	0.16	4.22	0.00	1.69
12/28/2023	0.00	2.14	2.14	0.07	2.21	0.00	1.64
12/29/2023	0.00	2.50	2.50	0.01	2.51	0.00	1.63
12/30/2023	0.00	2.66	2.66	0.01	2.67	0.00	1.67
12/31/2023	0.00	2.75	2.75	0.00	2.75	0.00	1.70
MINIMUM	0.00	2.07	2.07	0.00	2.21	0.00	1.56
AVERAGE	0.00	3.43	3.43	0.13	3.56	0.00	1.69
MAXIMUM	0.00	4.50	4.50	0.51	4.59	0.00	1.79
TOTAL	0.00	106.20	106.20	4.12	110.32	0.00	52.35

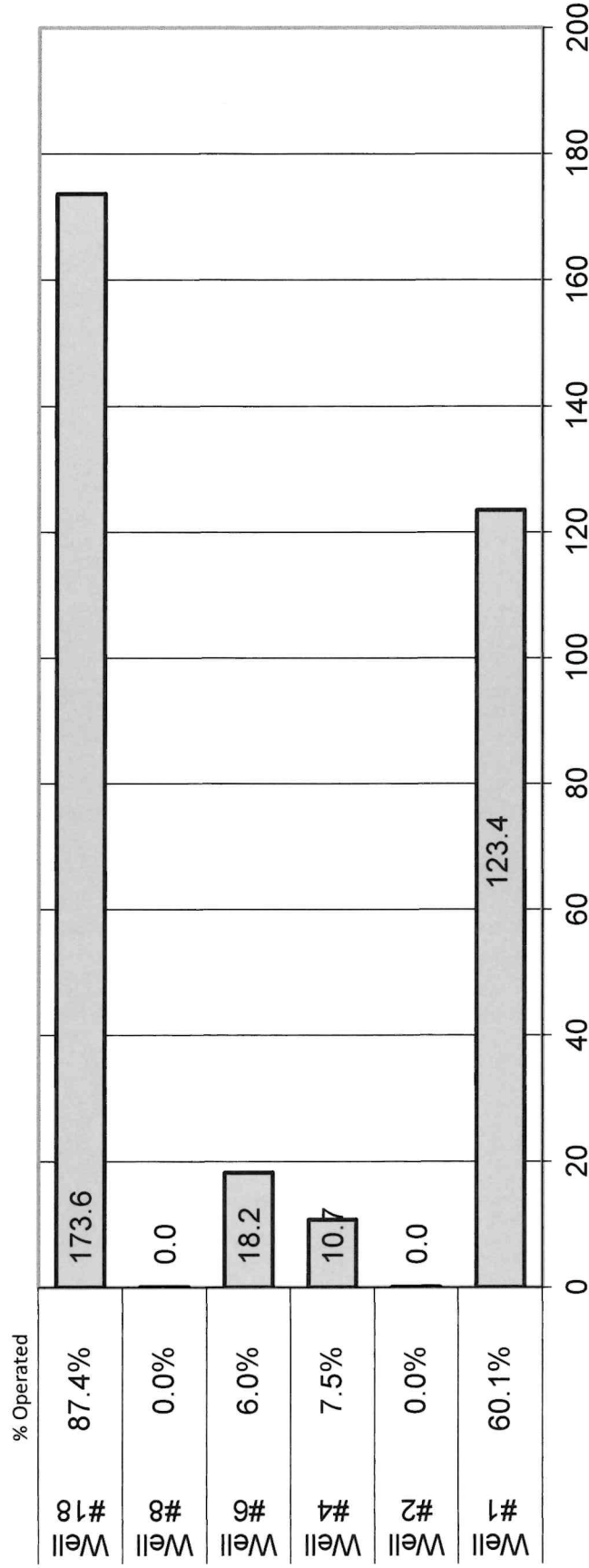
RUBIDOUX COMMUNITY SERVICES DISTRICT

MONTHLY WELL PRODUCTION

(Million Gallons)

DATE	POTABLE WATER										NONPOTABLE WATER					TOTALS		
	JURUPA TIE-IN (MG)	GAC Pit TROYER Well #2 (MG)	Nitrate Removal Plt		Thompson WTrF		28th ST. Well #3 (MG)	DALY Well #7 (MG)	CLEMENT Well #11 (MG)	46th ST. Well #14 (MG)	Mission Wells #19 & #20 (MG)	POTABLE (MG)	NON POTABLE (MG)	TOTAL PROD. (MG)				
			FLEETWOOD Well #4 (MG)	SKOTTY Well #6 (MG)	Well #1A (MG)	GOULD Well #8A (MG)												
12/1/2023	0.00	0.00	0.08	0.15	1.13	0.00	1.82	0.00	0.26	0.00	0.00	3.19	0.26	3.44				
12/2/2023	0.00	0.00	0.08	0.15	2.21	0.00	1.83	0.00	0.14	0.00	0.00	4.26	0.14	4.40				
12/3/2023	0.00	0.00	0.29	0.52	1.78	0.00	1.91	0.00	0.00	0.00	0.00	4.50	0.00	4.50				
12/4/2023	0.00	0.00	0.05	0.10	1.64	0.00	1.96	0.00	0.18	0.00	0.01	3.75	0.19	3.94				
12/5/2023	0.00	0.02	0.07	0.13	2.27	0.00	1.63	0.00	0.24	0.00	0.01	4.12	0.25	4.36				
12/6/2023	0.00	0.00	0.08	0.15	1.89	0.00	1.65	0.00	0.36	0.00	0.01	3.78	0.37	4.15				
12/7/2023	0.00	0.00	0.00	0.08	2.18	0.00	1.87	0.00	0.27	0.00	0.00	4.12	0.28	4.40				
Subtotal	0.00	0.02	0.66	1.28	13.09	0.00	12.68	0.00	1.44	0.00	0.03	27.71	1.47	29.19				
12/8/2023	0.00	0.00	0.42	0.77	0.77	0.00	1.28	0.00	0.25	0.00	0.01	3.23	0.25	3.48				
12/9/2023	0.00	0.00	0.04	0.06	2.19	0.00	1.83	0.00	0.12	0.00	0.00	4.13	0.12	4.25				
12/10/2023	0.00	0.00	0.08	0.14	1.75	0.00	1.96	0.00	0.15	0.00	0.01	3.93	0.16	4.09				
12/11/2023	0.00	0.00	0.09	0.16	0.00	0.00	1.83	0.00	0.50	0.00	0.01	2.07	0.51	2.58				
12/12/2023	0.00	0.00	0.30	0.54	1.91	0.00	1.58	0.00	0.25	0.00	0.01	4.33	0.26	4.59				
12/13/2023	0.00	0.00	0.07	0.14	1.39	0.00	1.87	0.00	0.14	0.00	0.01	3.47	0.15	3.61				
12/14/2023	0.00	0.00	0.02	0.03	2.10	0.00	1.76	0.00	0.00	0.00	0.01	3.91	0.01	3.92				
Subtotal	0.00	0.00	1.01	1.84	10.12	0.00	12.10	0.00	1.41	0.00	0.04	25.07	1.46	26.53				
12/15/2023	0.00	0.00	0.03	0.05	1.63	0.00	2.03	0.00	0.23	0.00	0.00	3.74	0.23	3.97				
12/16/2023	0.00	0.00	0.22	0.40	1.76	0.00	1.79	0.00	0.00	0.00	0.00	4.17	0.00	4.17				
12/17/2023	0.00	0.00	0.05	0.13	1.73	0.00	2.28	0.00	0.30	0.00	0.01	4.19	0.31	4.50				
12/18/2023	0.00	0.00	0.06	0.07	1.89	0.00	1.41	0.00	0.00	0.00	0.01	3.43	0.01	3.44				
12/19/2023	0.00	0.00	0.04	0.07	1.04	0.00	2.05	0.00	0.01	0.00	0.01	3.20	0.02	3.22				
12/20/2023	0.00	0.00	0.38	0.69	0.89	0.00	1.24	0.00	0.26	0.00	0.01	3.19	0.27	3.46				
12/21/2023	0.00	0.00	0.25	0.46	0.00	0.00	1.95	0.00	0.07	0.00	0.01	2.67	0.07	2.74				
Subtotal	0.00	0.00	1.03	1.89	8.94	0.00	12.75	0.00	0.87	0.00	0.04	24.60	0.91	25.51				
12/22/2023	0.00	0.00	0.03	0.06	0.72	0.00	1.74	0.00	0.00	0.00	0.01	2.55	0.01	2.56				
12/23/2023	0.00	0.00	0.03	0.06	1.09	0.00	2.14	0.00	0.00	0.00	0.00	3.32	0.00	3.32				
12/24/2023	0.00	0.00	0.05	0.08	0.89	0.00	1.69	0.00	0.00	0.00	0.00	2.71	0.00	2.71				
12/25/2023	0.00	0.00	0.04	0.07	0.57	0.00	2.15	0.00	0.00	0.00	0.01	2.83	0.01	2.84				
12/26/2023	0.00	0.00	0.12	0.15	1.00	0.00	2.02	0.00	0.00	0.00	0.01	3.29	0.01	3.30				
12/27/2023	0.00	0.00	0.34	0.21	0.78	0.00	2.74	0.00	0.15	0.00	0.01	4.07	0.16	4.22				
12/28/2023	0.00	0.00	0.07	0.13	0.58	0.00	1.37	0.00	0.07	0.00	0.01	2.14	0.07	2.21				
12/29/2023	0.00	0.00	0.02	0.04	1.07	0.00	1.37	0.00	0.00	0.00	0.01	2.50	0.01	2.51				
12/30/2023	0.00	0.00	0.03	0.05	0.66	0.00	1.93	0.00	0.00	0.00	0.01	2.66	0.01	2.67				
12/31/2023	0.00	0.00	0.04	0.07	0.73	0.00	1.91	0.00	0.00	0.00	0.00	2.75	0.00	2.75				
Subtotal	0.00	0.00	0.76	0.92	8.08	0.00	19.05	0.00	0.22	0.00	0.06	28.82	0.28	29.09				
TOTAL	0.000	0.015	3.453	5.928	40.223	0.005	56.574	0.000	3.941	0.000	0.176	106.198	4.117	110.315				

TOTAL WATER PRODUCED w/ % Operated December 2023

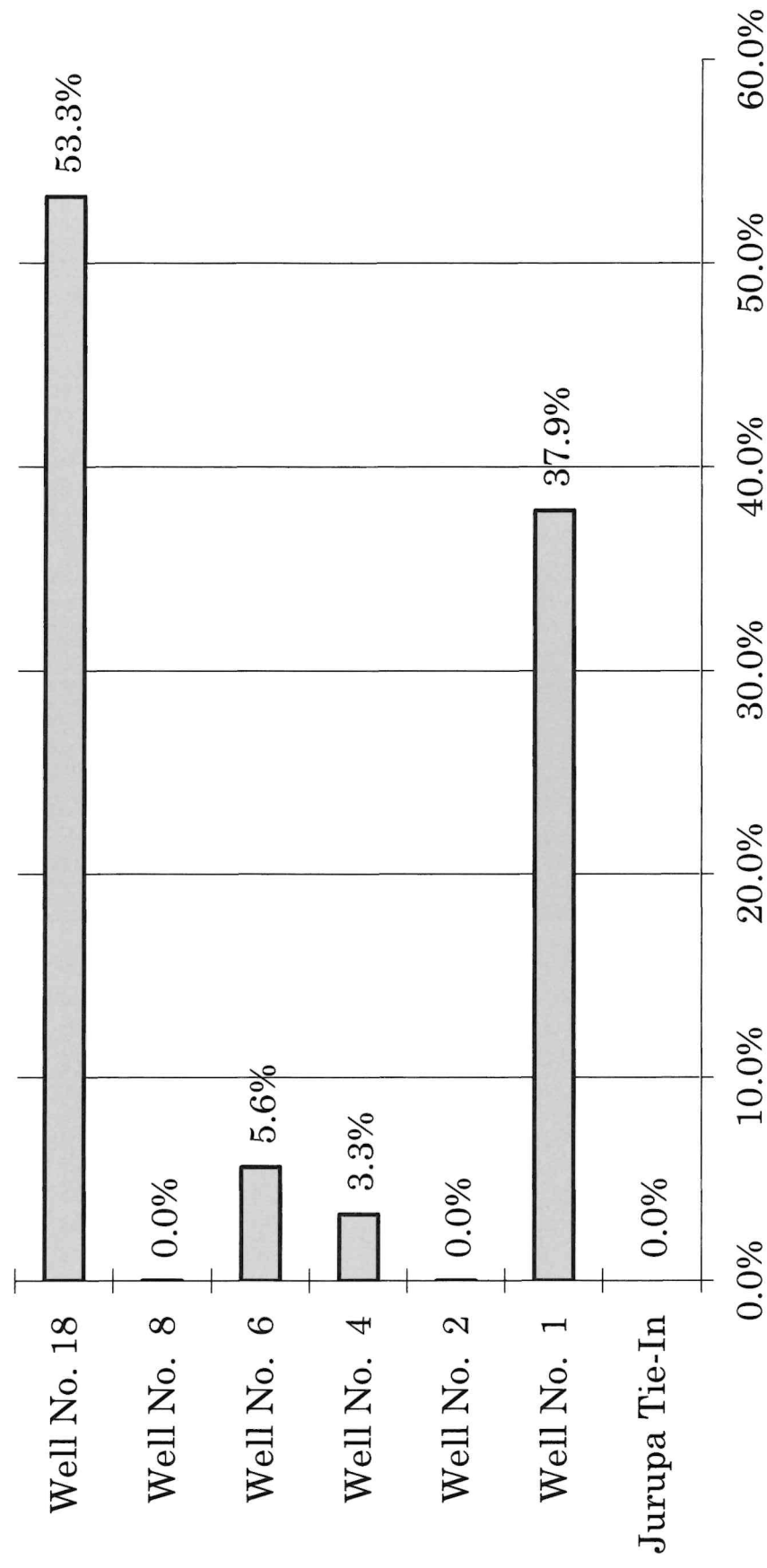


Max Production **1171.4 AF**
 Monthly Production **579.3 AF**
 Reserve Production **592.1 AF**

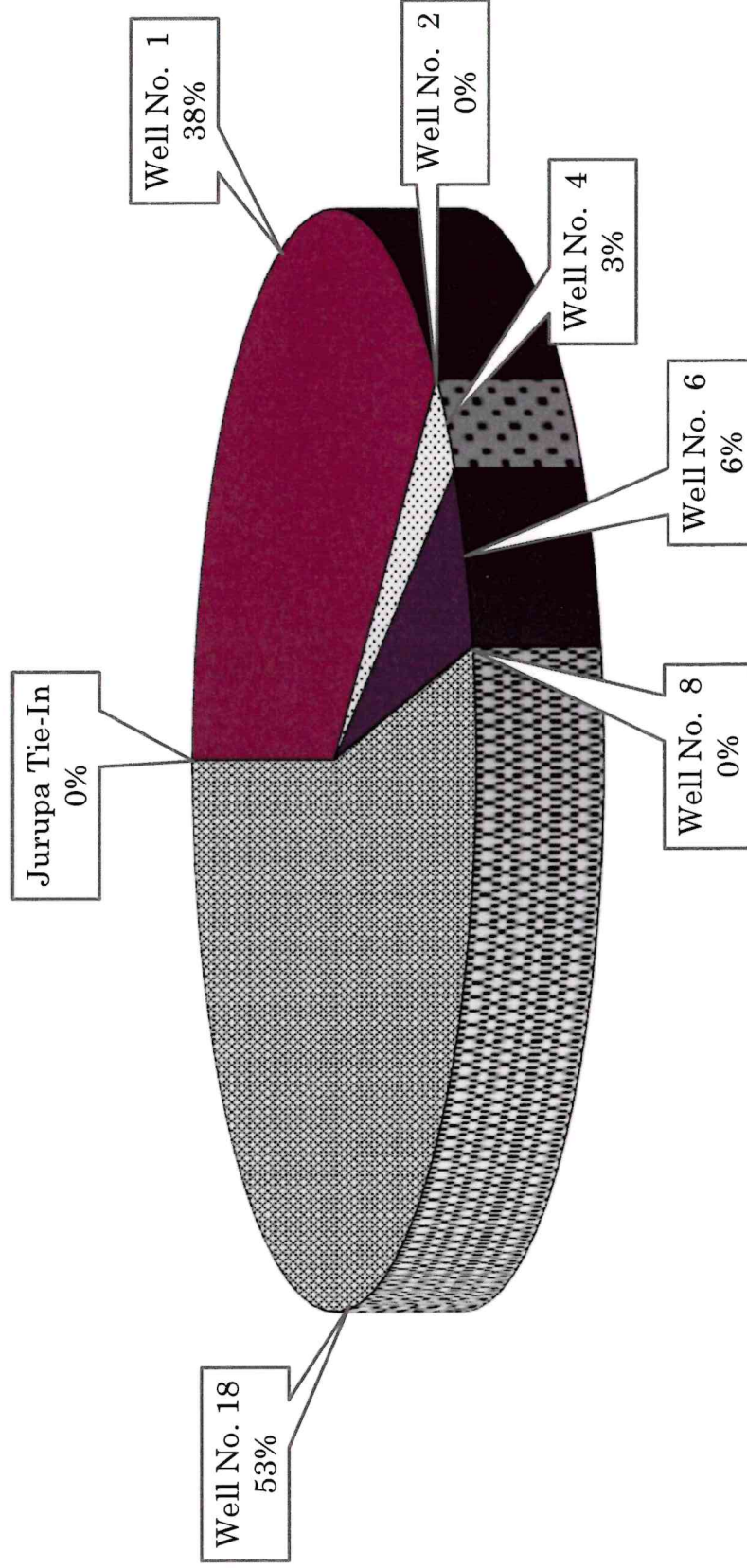
ACRE FEET

1 Acre Foot = 43,560 Cubic Feet = 325,829 Gallons

Source Potable Production Comparison December 2023

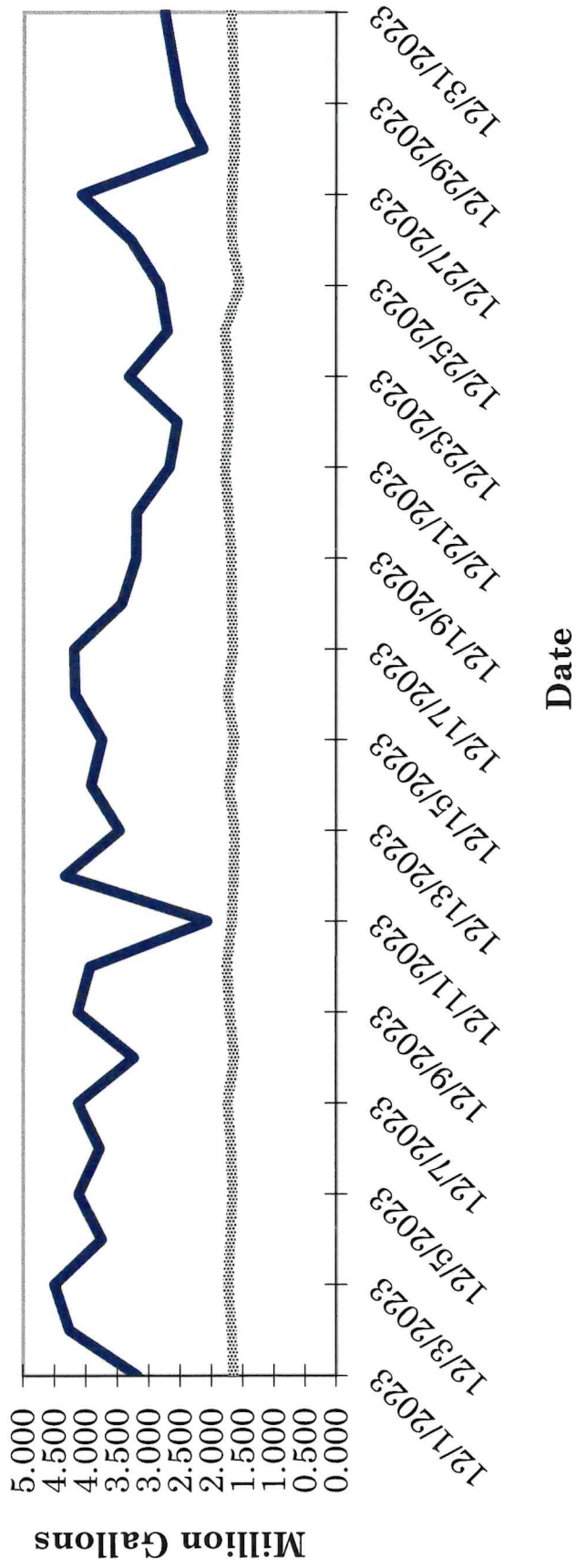


Source Potable Production Comparison December 2023



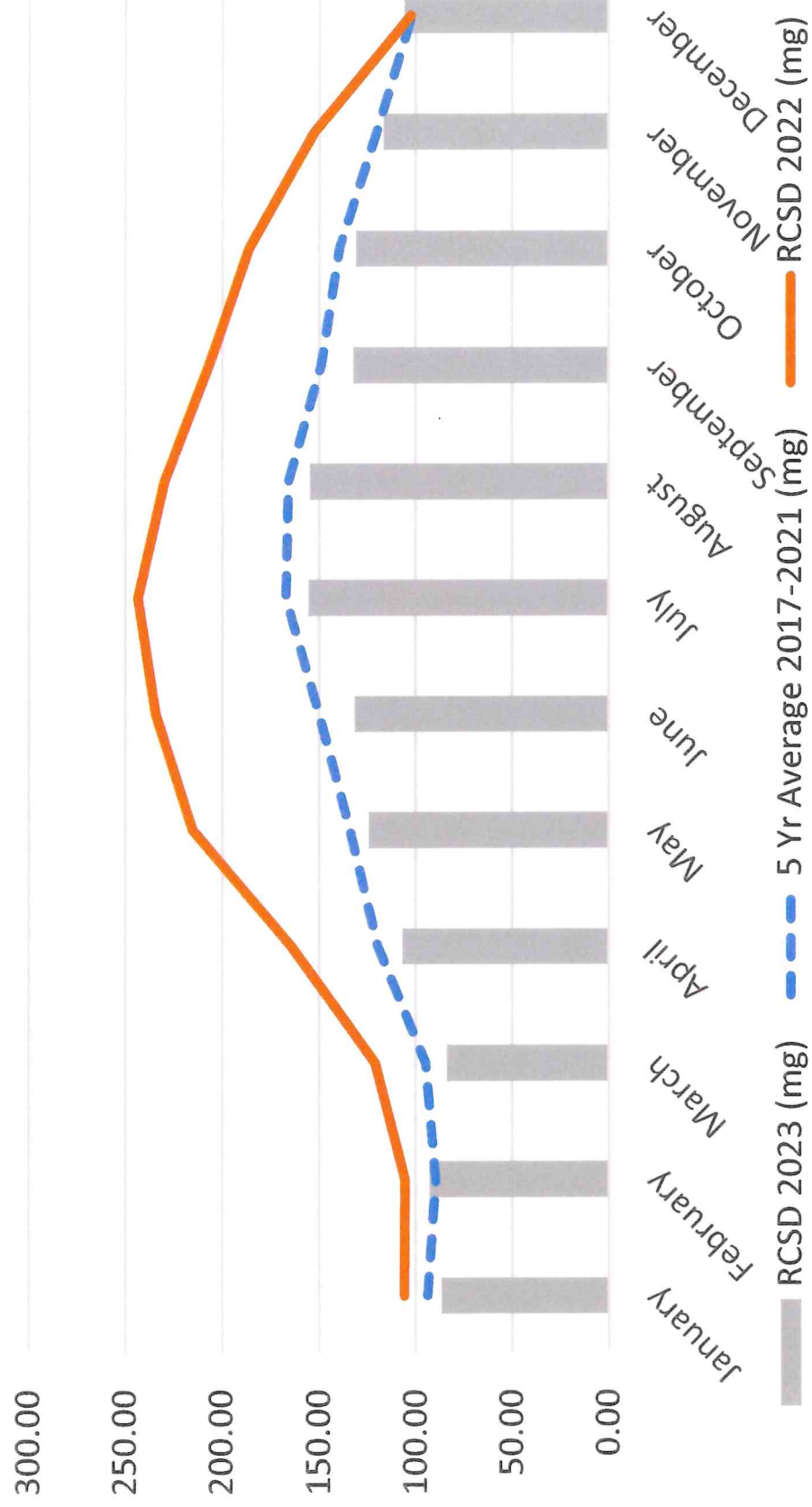
Potable Water & Wastewater Comparison

December 2023



— Potable Water Prod. Wastewater Prod.

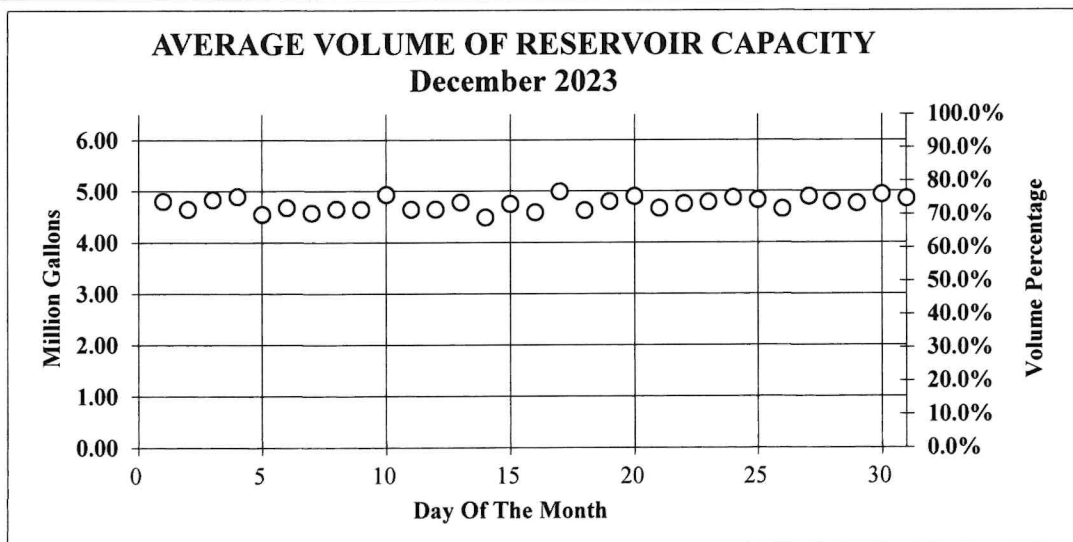
Potable Water Production Year 2023



RUBIDOUX COMMUNITY SERVICES DISTRICT

Reservoir Capacity Report

	ATKINSON SYSTEM		HUNTER SYSTEM		WATER AVAILABLE (Gallons)*	PERCENTAGE OF TOTAL CAPACITY
CAPACITY	2,000,000	3,000,000	425,000	1,000,000		
DATE	ATKINSON	WATSON	HUNTER I	PERRONE		
12/1/2020	76.6	71.4	81.3	78.4	4,804,495	74.8%
12/2/2020	74.9	70.3	74.5	72.3	4,645,006	72.3%
12/3/2020	77.2	72.0	80.3	78.8	4,832,643	75.2%
12/4/2020	81.1	75.6	70.9	70.7	4,899,366	76.3%
12/5/2020	70.6	66.8	79.2	79.7	4,548,846	70.8%
12/6/2020	74.1	69.5	79.3	77.5	4,677,929	72.8%
12/7/2020	73.2	68.7	74.5	73.3	4,574,023	71.2%
12/8/2020	72.1	69.0	81.3	78.7	4,643,935	72.3%
12/9/2020	74.5	69.8	75.6	73.5	4,638,849	72.2%
12/10/2020	78.6	73.1	81.7	81.7	4,928,420	76.7%
12/11/2020	75.8	70.9	70.6	69.5	4,638,378	72.2%
12/12/2020	72.9	70.0	75.4	76.2	4,638,653	72.2%
12/13/2020	76.0	70.9	79.9	79.0	4,776,085	74.3%
12/14/2020	71.3	67.3	73.6	72.2	4,481,477	69.8%
12/15/2020	74.9	70.2	81.6	79.6	4,745,134	73.9%
12/16/2020	73.9	70.0	72.3	70.0	4,583,960	71.3%
12/17/2020	80.3	74.5	80.3	80.7	4,989,151	77.7%
12/18/2020	74.7	70.0	73.1	71.6	4,618,894	71.9%
12/19/2020	76.5	71.3	80.0	78.8	4,797,663	74.7%
12/20/2020	80.5	74.6	76.0	72.8	4,897,869	76.2%
12/21/2020	73.7	70.1	79.7	75.4	4,668,631	72.7%
12/22/2020	75.1	70.8	81.8	78.0	4,752,708	74.0%
12/23/2020	76.8	71.8	79.3	75.6	4,783,021	74.4%
12/24/2020	79.8	74.1	76.9	72.4	4,871,081	75.8%
12/25/2020	77.0	72.0	80.0	78.6	4,827,190	75.1%
12/26/2020	74.4	69.9	76.7	74.1	4,651,081	72.4%
12/27/2020	79.9	74.3	77.3	73.7	4,892,240	76.1%
12/28/2020	76.2	71.3	80.8	78.4	4,791,227	74.6%
12/29/2020	76.7	71.6	77.8	74.5	4,758,369	74.1%
12/30/2020	80.9	75.0	78.5	73.6	4,935,927	76.8%
12/31/2020	78.5	73.1	80.0	75.2	4,855,049	75.6%



* The total capacity of all District reservoirs is 6,425,000 gallons.

7. **REPORTS** (continued)

B. Emergency and Incident Report (Second Meeting Each Month)

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics

December 2014 - December 2023



Rubidoux Community Service District



Total Calls for Rubidoux CSD December 2014-2023



<u>Month/Year</u>	<u>Total Calls for Station 38</u>	<u>Total Calls for District</u>
December 2014	222	239
December 2015	232	244
December 2016	245	258
December 2017	240	259
December 2018	233	247
December 2019	230	242
December 2020	294	308
December 2021	238	256
December 2022	256	266
December 2023	318	340

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics



Bill Weiser

Fire Chief

1/16/2024

Report Provided By: Riverside County Fire Department

Communications and Technology Division

GIS Section

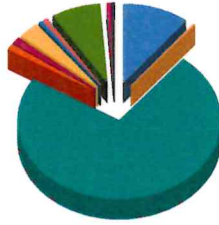
Please refer to Map and Incident by Battalion, Station, Jurisdiction

Incidents Reported for the month of December 2023 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)
*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Page 1 of 6

Response Activity

Incidents Reported for the month of December 2023 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)



False Alarm	36	10.6%
Haz Mat	1	0.3%
Medical	248	72.9%
Other Fire	4	1.2%
Other Misc	5	1.5%
Public Service Assist	11	3.2%
Ringing Alarm	2	0.6%
Standby	3	0.9%
Traffic Collision	26	7.6%
Vehicle Fire	2	0.6%
Wildland Fire	2	0.6%
Total	340	100.0%

False Alarm	36
Haz Mat	1
Medical	248
Other Fire	4
Other Misc	5
Public Service Assist	11
Ringing Alarm	2
Standby	3
Traffic Collision	26
Vehicle Fire	2
Wildland Fire	2
Incident Total:	340

Average Enroute to Onscene Time*

Enroute Time = When a unit has been acknowledged as responding. Onscene Time = When a unit has been acknowledge as being on scene. For any other statistic outside Enroute to Onscene please contact the IT Help Desk at 951-940-6900

<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min
238	78	18	2	4.4	70.0%

*CODE 3 and CODE 2 incidents are included in the total count of incidents and the average Enroute to Onscene Time.

Incidents by Battalion, Station and Jurisdiction

			False Alarm	Haz Mat	Medical	Other Fire	Other Misc	Public Service Assist	Ringin Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
Battalion 14	Station 16 Pedley	City of Jurupa Valley	0	0	5	0	0	0	0	0	0	0	0	5
		Station Total	0	0	5	0	0	0	0	0	0	0	0	5
	Station 18 West	City of Jurupa Valley	2	0	13	0	0	0	0	0	2	0	0	17
		Station Total	2	0	13	0	0	0	0	0	2	0	0	17
	Station 38 Rubidoux	City of Jurupa Valley	34	1	229	4	5	11	2	3	24	2	2	317
		Rubidoux Community Service District	0	0	1	0	0	0	0	0	0	0	0	1
		Station Total	34	1	230	4	5	11	2	3	24	2	2	318
	Battalion Total		36	1	248	4	5	11	2	3	26	2	2	340
Grand Total			36	1	248	4	5	11	2	3	26	2	2	340

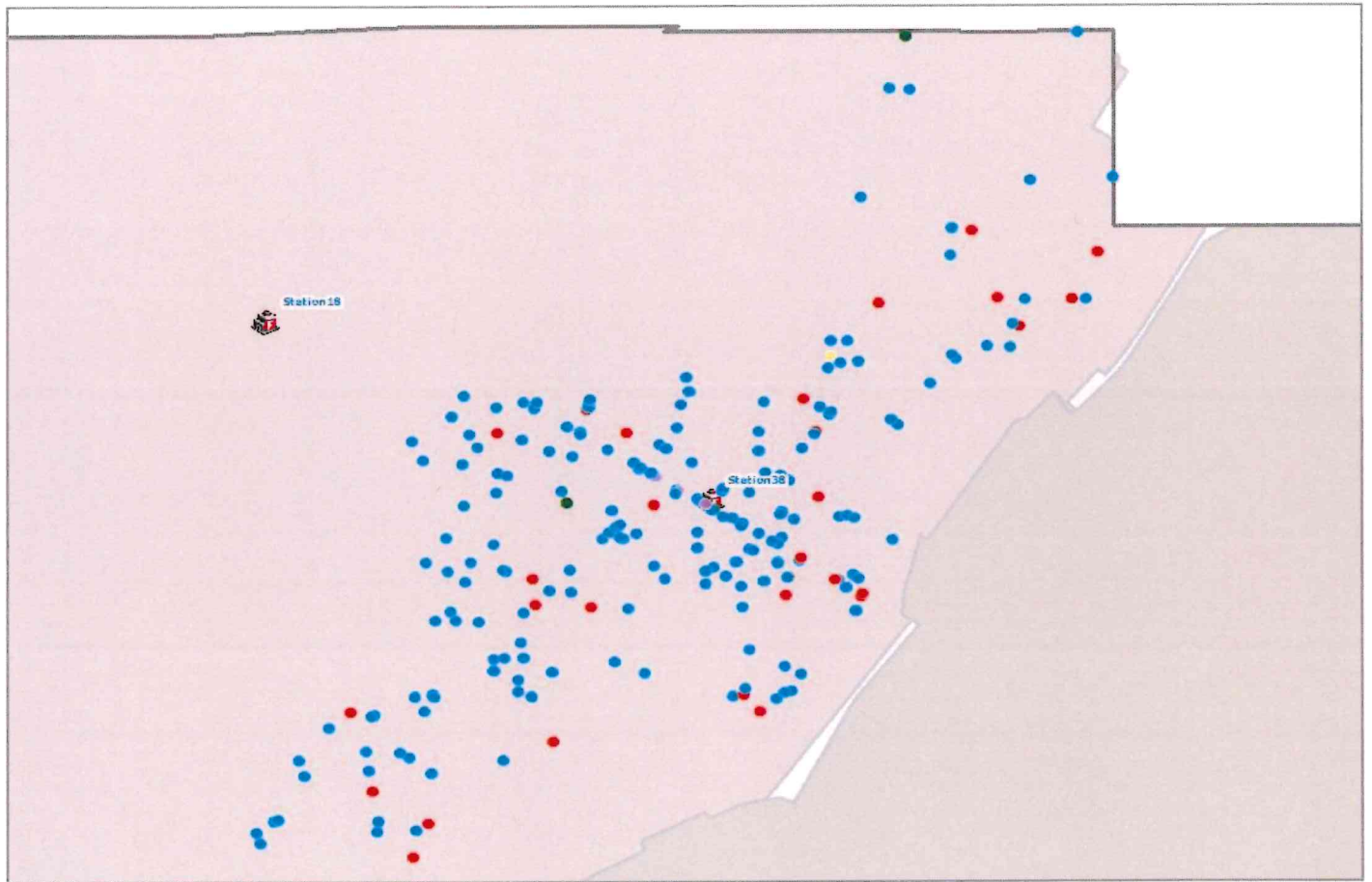
Incidents by Jurisdiction

	False Alarm	Haz Mat	Medical	Other Fire	Other Misc	Public Service	Ring Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Jurupa Valley	36	1	247	4	5	11	2	3	26	2	2	339
Rubidoux Community Service District	0	0	1	0	0	0	0	0	0	0	0	1
Grand Total	36	1	248	4	5	11	2	3	26	2	2	340

Incidents by Supervisorial District - Summary

	DISTRICT 2 KAREN SPIEGEL	Grand Total
False Alarm	36	36
Haz Mat	1	1
Medical	248	248
Other Fire	4	4
Other Misc	5	5
Public Service Assist	11	11
Ringin Alarm	2	2
Standby	3	3
Traffic Collision	26	26
Vehicle Fire	2	2
Wildland Fire	2	2
Total	340	340

MONTH = 12 and YEAR = 2023 and SPECIAL= 'Rubidoux CSD'



Legend

- | | | | |
|-----------|--------------|--------------------|----------------|
| ● Fire | ● Medical | ▭ Riverside County | 🚒 Fire Station |
| ● Hazard | ● Other Misc | ▨ Reservations | 🎰 Casinos |
| ● Haz Mat | ● PSA | | |



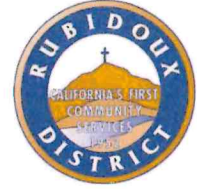
Riverside County Fire GIS

Last Updated 1/16/2024 2:

*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.



Riverside County Fire Department
Office of the Fire Marshal
Rubidoux Community Services District
3590 Rubidoux Blvd
Rubidoux, CA 92509
Bus (951) 684-7580



Monthly Activity Report December 2023

Activity	Total
Total Number of Plan Reviews Completed	0
Plan Review Turnaround Time <i>(Goal is 15 Days)</i>	0
Total Number of Construction Inspections Conducted	2
Inspection Turnaround Time <i>(Goal is within 3 Days of Contact)</i>	0
Total Number of Annual Fire Inspections Conducted <i>(Including Reinspections)</i>	18
Number of Weed Abatement Inspections Performed	0
Planning & Development Meetings Attended	0
Planning & Development Cases Reviewed	0
Special Event Meetings	0
Special Event Inspections	1
850 Inspections	0
Complaints	2

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics



Bill Weiser

Fire Chief

1/16/2024

Report Provided By: Riverside County Fire Department

Communications and Technology Division

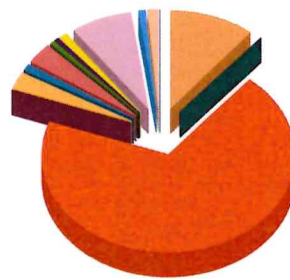
GIS Section

Please refer to Map and Incident by Battalion, Station, Jurisdiction

Incidents Reported for year 2023 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)
*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Response Activity

Incidents Reported for year 2023 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)



Com Fire	2	0.1%
False Alarm	361	10.9%
Haz Mat	1	0.0%
Medical	2,308	69.6%
Multi-Fam Dwelling Fire	1	0.0%
Other Fire	92	2.8%
Other Misc	37	1.1%
Public Service Assist	111	3.3%
Res Fire	10	0.3%
Rescue	7	0.2%
Ringing Alarm	13	0.4%
Standby	38	1.1%
Traffic Collision	260	7.8%
Vehicle Fire	23	0.7%
Wildland Fire	50	1.5%
Total:	3,314	100.0%

Com Fire	2
False Alarm	361
Haz Mat	1
Medical	2,308
Multi-Fam Dwelling Fire	1
Other Fire	92
Other Misc	37
Public Service Assist	111
Res Fire	10
Rescue	7
Ringing Alarm	13
Standby	38
Traffic Collision	260
Vehicle Fire	23
Wildland Fire	50
Incident Total:	3,314

Average Enroute to Onscene Time*

Enroute Time = When a unit has been acknowledged as responding. Onscene Time = When a unit has been acknowledge as being on scene. For any other statistic outside Enroute to Onscene please contact the IT Help Desk at 951-940-6900

<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min
2,266	748	244	19	4.6	68.4%

*CODE 3 and CODE 2 incidents are included in the total count of incidents and the average Enroute to Onscene Time.

Incidents by Battalion, Station and Jurisdiction

			Com Fire	False Alarm	Haz Mat	Medical	Multi-Fam Dwelling Fire	Other Fire	Other Misc	Public Service Assist	Res Fire	Rescue	Ringling Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
Battalion 0	Station 0	Out of Jurisdiction	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	2
		Total	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	2
		Total	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	2
Battalion 14	Station 16	City of Jurupa Val	0	3	0	28	0	0	0	1	0	0	1	0	3	0	0	36
		Total	0	3	0	28	0	0	0	1	0	0	1	0	3	0	0	36
	Station 18	City of Jurupa Val	0	17	0	105	0	4	1	5	0	0	0	2	25	1	0	160
		Total	0	17	0	105	0	4	1	5	0	0	0	2	25	1	0	160
	Station 38	City of Jurupa Val	2	341	1	2,173	1	88	35	105	10	7	12	36	231	22	49	3,113
		Rubidoux Commun	0	0	0	2	0	0	0	0	0	0	0	0	1	0	0	3
		Total	2	341	1	2,175	1	88	35	105	10	7	12	36	232	22	49	3,116
		Total	2	361	1	2,308	1	92	36	111	10	7	13	36	260	23	49	3,312

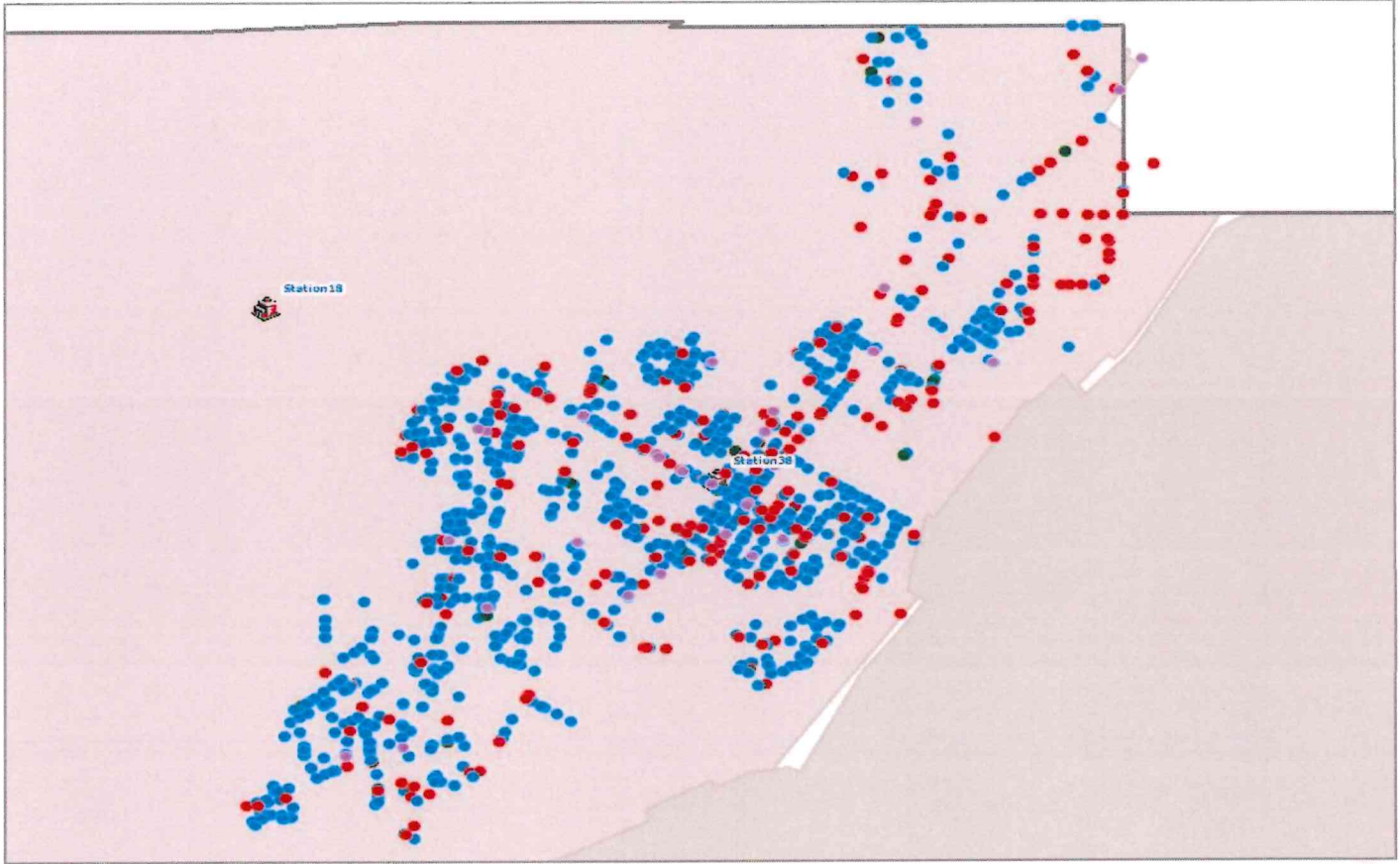
Incidents by Jurisdiction

	Com Fire	False Alarm	Haz Mat	Medical	Multi-Fa m Dwelling	Other Fire	Other Misc	Public Service Assist	Res Fire	Rescue	Ringling Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Jurupa Valley	2	361	1	2,306	1	92	36	111	10	7	13	38	259	23	49	3,309
Out of Jurisdiction Ca	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	2
Rubidoux Community	0	0	0	2	0	0	0	0	0	0	0	0	1	0	0	3
Grand Total	2	361	1	2,308	1	92	37	111	10	7	13	38	260	23	50	3,314

Incidents by Supervisorial District - Summary

	DISTRICT 2 KAREN SPIEGEL	NOT TIED TO DISTRICT	Grand Total
Com Fire	2	0	2
False Alarm	361	0	361
Haz Mat	1	0	1
Medical	2,303	5	2,308
Multi-Fam Dwelling Fir	1	0	1
Other Fire	92	0	92
Other Misc	36	1	37
Public Service Assist	111	0	111
Res Fire	10	0	10
Rescue	7	0	7
Ringin Alarm	13	0	13
Standby	38	0	38
Traffic Collision	260	0	260
Vehicle Fire	23	0	23
Wildland Fire	49	1	50

YEAR = 2023 and SPECIAL= 'Rubidoux CSD'



Legend

- | | | | |
|-----------|--------------|--------------------|----------------|
| ● Fire | ● Medical | ▭ Riverside County | 🚒 Fire Station |
| ● Hazard | ● Other Misc | ▨ Reservations | 🎰 Casinos |
| ● Haz Mat | ● PSA | | |



*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

7. **REPORTS** (continued)

C. General Manager and Staff Reports / Updates

7. **REPORTS** (continued)

D. Committee Reports

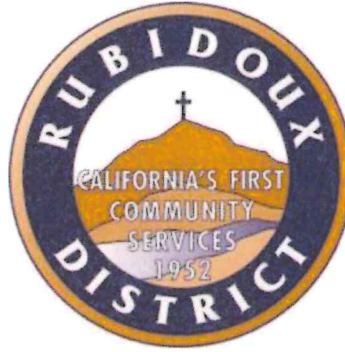
8. **ACTION / DISCUSSION ITEMS**

- A. **DM 2024-06:** Consider Purchase and Sale Agreement with the City of Jurupa Valley to Acquire .28-Acres of Vacant Land for the Construction of the Goldenwest Booster Station

Rubidoux Community Services District

Board of Directors

John Skerbelis, President
Hank Trueba Jr., Vice-President
Bernard Murphy
Armando Muniz
F. Forest Trowbridge



General Manager

Brian R. Laddusaw

Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2024-06

January 18, 2024

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Purchase and Sale Agreement with the City of Jurupa Valley to Acquire .28-Acres of Vacant Land for the Construction of the Goldenwest Booster Station

BACKGROUND:

The Rubidoux Community Services District ("District") operates a water pumping, transmission, and distribution system which services 6,818 unique accounts, 6,278 of which are single and multi-family residential accounts and 540 are commercial accounts, and a population of roughly 40,000 residents within the City of Jurupa Valley. The water system consists of wells and pumps which feed treatment plants and in turn feed the water transmission and distribution system. The water transmission system is divided into zones at varying elevations, namely the 1066-foot and 1238-foot pressure zones, hereafter referred to as the Atkinson and Hunter pressures zones, respectively. Further, the District operates a small hydropneumatic pressure zone, the 1258-foot pressure zone, also referred to as the Ridgeline pressure zone. The term "pressure zone" refers to the elevation above sea level at which the water in the gravity storage tanks is maintained. The District is split into varying pressure zones because the pressure in the system is provided by the weight of the water in the gravity storage tanks and the weight of water only in the 1238' elevation would create excessive pressure in the lower areas of the District such as Loring Ranch.

The District currently operates two water booster stations to lift water from the Atkinson Zone to the Hunter Zone. The first Booster Station, Mission Booster, is located at 6466 Mission Blvd., in a vault South of Mission Blvd., between Goldenwest Avenue and Stobbs Way. The second Booster Station, Goldenwest Booster, is located at 5599 Goldenwest Avenue, above ground, between Avenue Juan Batista and Pacific Avenue. A water booster station is a critical component of a water distribution system designed to ensure the consistent and reliable supply of pressurized water to consumers, especially in areas with challenging topography or areas where water pressure may be insufficient.

Due to space constraints at the two Booster Stations, the District is unable to affix a redundant source of power, like a generator, to the two sites. Absent a redundant source of power, should the Booster Stations lose power, the District would be unable to lift water to the two reservoirs in the Hunter Zone nor be able to serve potable water to the 5,200 Jurupa Valley residents currently residing there. The District does have a portable generator capable of being mobilized to the two sites should these Booster Stations lose power. But this approach requires staff time and effort and could lag depending on the time of day the power goes out. Without a redundant source of power, residents within the Hunter Zone would rely on reservoir storage levels for their water needs until the generator is up and running. Water is a precious and lifesaving resource and the District has an obligation to mitigate prolonged water shutoffs for its residents. Additionally, the current Goldenwest Booster Station site consists of a one 50-horsepower (“HP”) pump capable of providing 500 gallons-per-minute of design flow and another 100 HP pump capable of providing 1,500 gpm. Currently, the larger of the two pumping units is offline due to insufficient discharge piping. Thus, the District is limited to a 500 gallons-per-minute pumping capacity. Furthermore, the existing asset is nearing the end of its useful life and the spacing limitations prohibit the ability to install a third auxiliary pump for system redundancy and for safely servicing the pumps.

Understanding this is not a long-term solution for system efficiency and reliability, the District’s 2022 Water Master Plan called for the construction of a new Goldenwest Booster Station, equipped with a diesel generator and higher pumping capacities, to ensure the residents of Jurupa Valley have a consistent source of water. The generator was purchased with grant monies received from the California Governor’s Office of Emergency Services (“CalOES”). To achieve a Booster Station with a larger footprint, the District must purchase adequate space to incorporate the project. Near the existing Booster Station, between Goldenwest Avenue and Limonite Avenue, exists vacant land owned by the City of Jurupa Valley (“City”). The District inquired with the City about purchasing .28-acres (12,145 square feet) of land needed for the new Booster Station. The City has agreed to sell the land to the District under the following terms:

1. The purchase price for the property is **\$20,000**.
2. The use of the property is limited to the construction and operation of the water distribution enterprise and related facilities.
3. The District will construct the necessary street and related improvements in accordance with the project design as approved by the City. This includes wrought iron or steel tubular fencing around the perimeter and planting trees and landscaping along Goldenwest Avenue to partially obstruct the view of the Booster Station and provide a more appealing view to residents driving by.
4. The District will install a new streetlight to provide ample lighting to the area.
5. The District will deconstruct the existing Booster Station and restore the site within 24 months of taking it out of service.
6. The District will install a water meter on the property to service the remainder parcel for irrigation purposes.
7. The City will be responsible for the maintenance and weed abatement of the remainder parcel and will pay for actual water consumption.

The draft Purchase and Sale Agreement (“PSA”) is included as Attachment 1 to this Director’s Memorandum. The PSA includes other standard terms and conditions not described above, including but not limited to, escrow option, insurance requirements, etc. Further, the District’s General Counsel, John Harper, reviewed the PSA and had no issues with the terms and conditions, as drafted.

In a climate of high inflation over the past few years, real property values have surged. Despite this economic challenge, the agreed upon purchase price for the .28-acres is notably below current market value. For perspective, below is a table of real property purchases in the surrounding area in the last couple of years.

Address:	Size in Acre:	Cost:	Per Acre Cost:	Notes:
Pyrite St, Riverside	0.80	\$ 120,000.00	\$ 150,000.00	Sold 02/17/2023
3407 Valley Way Riverside	0.88	\$ 520,000.00	\$ 590,909.09	Sold 12/30/2022
Nandina Ave, Riverside	0.94	\$ 189,000.00	\$ 201,063.83	
6566 Frank Ave, JV	0.94	\$ 340,000.00	\$ 361,702.13	Sold 11/04/2022
Orangecrest, Ct, Riverside	0.96	\$ 450,000.00	\$ 468,750.00	
6128 Mission Blvd. JV	0.97	\$ 1,500,000.00	\$ 1,546,391.75	
Pedley, JV	0.99	\$ 699,000.00	\$ 706,060.61	
5256 Mission Blvd, JV	1.00	\$ 259,836.00	\$ 259,836.00	RCSD previously purchased in 2017
7048 Mission Blvd, Riverside	1.00	\$ 599,000.00	\$ 599,000.00	
7072 Mission Blvd, Riverside	1.00	\$ 900,000.00	\$ 900,000.00	Sold 09/09/2022
15955 Cita Ave, Riverside	1.14	\$ 550,000.00	\$ 482,456.14	
5654 Etiwanda Ave, JV	1.16	\$ 1,500,000.00	\$ 1,293,103.45	
5935 Ridgeview Ave, JV	1.24	\$ 256,000.00	\$ 206,451.61	Sold 07/19/2022
910 Highridge St. Riverside	1.25	\$ 299,000.00	\$ 239,200.00	
Jurupa Valley Lot	4.00	\$ 500,000.00	\$ 125,000.00	JV is currently negotiating purchase
Potential RCSD Purchase	0.28	\$ 20,000.00	\$ 71,428.57	

This price presents an advantageous opportunity to the District to acquire the necessary land for the construction of a vital asset needed for sustained reliability of the District's water distribution system in the Hunter zone.

Budget Considerations

Included in the District's Fiscal Year ("FY") 2023|2024 Water Capital Improvement Project ("CIP") Budget is line 5, 'Goldenwest Booster Station' in the amount of \$100,000 (Attachment 2). Staff recommends the Board consider appropriating \$25,000 of this money with \$20,000 being used towards the purchase price of the land and \$5,000 being used towards escrow costs. The remaining escrow monies not used in addition to the remaining \$75,000 budgeted monies will go towards project costs. The Board will consider project costs at a future Board meeting.

The new Goldenwest Booster Station is a Water Master Plan project and will be funded from water capacity fees on deposit in the District's LAIF Water Mainline account. As of January 4, 2024, these monies total approximately \$2,700,000, which is more than sufficient to fund this project and purchase.

RECOMMENDATION:

Staff recommends the Board of Directors consider authorizing the General Manager to:

1. Sign the Purchase and Sale Agreement with the City of Jurupa Valley to acquire .28-acres of vacant land between Goldenwest Avenue and Limonite Avenue.
2. Allocate \$25,000 of the District's FY 2023|2024 Water Capital Improvement Project Budget, line 5, '*Goldenwest Booster Station*', to the purchase, including escrow costs, the vacant land.
3. Execute and submit all documents, as necessary, to process the transaction through escrow including wiring the purchase price of \$20,000 and any escrow fees up to \$5,000.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

1. Purchase and Sale Agreement – City of Jurupa Valley
2. Rubidoux Community Services District FY 2023|2024 Water Capital Improvements Project Budget

PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND RUBIDOUX COMMUNITY SERVICES DISTRICT FOR SALE TO RUBIDOUX COMMUNITY SERVICES DISTRICT OF 0.28-ACRE PARCEL LOCATED BETWEEN LIMONITE AVENUE AND GOLDEN WEST AVENUE

This Purchase and Sale Agreement Between the City of Jurupa Valley and Rubidoux Community Services District for Sale to Rubidoux Community Services District of 0.28-Acre Parcel Located Between Limonite Avenue and Golden West Avenue (Agreement) is made by and between the CITY OF JURUPA VALLEY, a municipal corporation (City) and RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized and existing under, and by virtue of, the Community Services District Law (RCSD). City and RCSD are sometimes collectively referred to below as Parties and individually as Party. This Agreement is effective on the date that it is fully executed by the Parties (Effective Date).

RECITALS

A. The City is the record fee owner that certain real property consisting of approximately 12,145 square feet (0.28-acres) of vacant land located in the City of Jurupa Valley, County of Riverside, State of California (Property). The Property was granted in fee to the County of Riverside pursuant to that certain Corporation Grant Deed recorded on January 17, 1961 as Document Number 4186 of Official Records of the County of Riverside. The City is the successor to the interests of the County in the Property. The Property is described more particularly on EXHIBIT A and depicted on EXHIBIT B, which are attached hereto and incorporated herein by this reference. The transfer of the Property to RCSD will result in an approximate 1.49-acre remainder parcel owned by the City, which is described and depicted more particularly on EXHIBIT C (Remainder Parcel) attached hereto and incorporated herein by this reference.

B. RCSD desires to acquire from the City and the City desires to grant to RCSD the City's interest in and to the Property for public use, namely for the construction, operation, maintenance and use of RCSD's water distribution system and related facilities, and all uses necessary or convenient thereto in connection with RCSD's construction of the RCSD Goldenwest Booster Station. RCSD's acquisition of the Property benefits the residents of the City by providing reliable potable water service to residents residing in RCSD's 1238' Hunter Pressure Zone. RCSD's potable water distribution system relies on booster pump stations to convey water supply to higher elevations in its jurisdiction. The existing Goldenwest Booster Station, located at Accessor Parcel Number (APN) 186-070-020, is nearing the end of its useful life and does not currently have a secondary source of power. Furthermore, it does not have adequate space to install a third auxiliary pump for system redundancy and has inadequate space for safely servicing the pumps. The District desires to acquire the Property from the City to replace the existing site and provide for additional space to install a secondary power source (generator) and pumps of adequate size and number for continuous and reliable potable water service to City residents served by the District in the area..

C. **NOW, THEREFORE**, in consideration of the above Recitals, the obligations set forth below, and for other valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the City and RCSD mutually agree as follows:

AGREEMENT

ARTICLE 1. PURCHASE AND SALE.

1.1 Recitals. All the above recitals are true and correct and are incorporated herein by this reference.

1.2 Conveyance of Property. City agrees to convey to the RCSD, and RCSD agrees to accept from the City the Property pursuant to the terms of this Agreement. The Parties agree that the sale of the Property is subject to a use restriction for RCSD's construction and operation of the water distribution and related facilities in connection with RCSD's Goldenwest Booster Station (Booster Station).

1.3 Purchase Price. The purchase price for the Property is \$20,000.00 (Twenty Thousand Dollars).

ARTICLE 2. OBLIGATIONS OF PARTIES.

2.1 Additional Consideration and Obligations of RCSD. As additional consideration for the City's grant to RCSD of the Property for the construction of RCSD's Booster Station, RCSD agrees to the following additional consideration and acknowledges and agrees that RCSD is responsible for completing the items set forth in this Section 2.1 of Article 2, at its sole cost and expense.

(a) RCSD will secure the Property with wrought iron or steel tubular fence around the perimeter of the Property.

(b) RCSD will install landscaping on the Property as part of the construction of the Booster Station. Such landscaping will include trees to screen the Booster Station improvements from public view.

(c) RCSD will construct the necessary street and related improvements on Golden West Drive in accordance with improvement plans approved by the City.

(d) RCSD will install a new street light at the location identified in the improvement plans to replace the existing street light and restore the existing Booster Station Site. RCSD is required to restore the existing Booster Station Site within 24 months of RCSD taking the existing Booster Station out of service.

(e) RCSD will provide to the City access through the Property at a location approved by the City to allow the City access to the Remainder Parcel for maintenance and weed abatement purposes.

(f) RCSD will cause to be installed, at its sole costs and expense, a water meter on the Property that will service the Remainder Parcel. RCSD will provide the invoice for the water consumption to the City on a quarterly basis.

2.2 Obligations of City. The City agrees and acknowledges that it is responsible for the items set forth in this Section 2.2 of Article 2.

(a) City will be responsible for maintenance and weed abatement of the Remainder Parcel.

(b) City will be responsible for paying RCSD for the actual water consumption used by the City to provide irrigation to the Remainder Parcel. City agrees that it will pay the invoice for the City's water consumption relating to the Remainder Parcel within 45 days of receipt of the quarterly invoice from RCSD.

ARTICLE 3. ELECTION TO PROCEED WITH ESCROW AND OPENING AND CLOSE OF ESCROW.

3.1 RCSD's Election to Open Escrow. RCSD may, in its sole discretion, open an escrow with Stewart Title Guarantee Company (Escrow Holder or Title Company) to process the real property transaction that is the subject of this Agreement. If RCSD elects to process this transaction through an escrow, RCSD will notify the City in writing of RCSD's election to open an escrow within five (5) calendar days of the Effective Date.

(a) *Opening and Close of Escrow.* If RCSD elects to process this transaction through an Escrow, the City will deliver a copy of this fully-executed Agreement to Escrow Holder within five (5) calendar days of the Effective Date. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives from the City the copy of the fully-executed Agreement. The Parties can execute the Agreement in counterparts as set forth in Section 11.8 of Article 11 below. Close of Escrow means the date on which the Quitclaim Deed (as defined in Section 3.3 of Article 3) is delivered and recorded in the Official Records of the County of Riverside. The Close of Escrow will occur after the performance of all duties and obligations that are required to take place prior to Close of Escrow. The Close of Escrow will be on the date that is not later than the first business day occurring sixty (60) calendar days after the Opening of Escrow.

3.2 Deposit of Funds in Escrow. If RCSD elects to process this transaction through an Escrow, RCSD covenants and agrees to deposit into Escrow the Purchase Price and such escrow funds as are required within five (5) business days of receiving written notice from Escrow Holder regarding the confirmation of the completion of the conditions required herein for the Close of Escrow.

3.3 Deposit of Documents in Escrow by RCSD. If RCSD elects to process this transaction through an Escrow, RCSD covenants and agrees to deposit into Escrow the following documents:

(a) *Quitclaim Deed.* The City will, within fifteen (15) calendar days after the Effective Date of this Agreement, deposit with Escrow Holder a Quitclaim Deed quitclaiming to RCSD the City's interest in and to the Property for public use, namely water distribution purposes in connection with construction of the Booster Station, and all uses necessary or convenient thereto (Quitclaim Deed) duly executed and acknowledged by the City in the form attached hereto as

EXHIBIT D, and incorporated herein by this reference. RCSD will execute the Certificate of Acceptance of the Quitclaim Deed prior to recording.

(b) *Withholding Exemption Certificate.* The City will deliver to Escrow Holder, prior to the Close of Escrow, a Withholding Exemption Certificate 593-C as contemplated by California Revenue and Taxation Code section 18862, if applicable.

(c) *Proof of Authorization.* The Parties will deliver to Escrow such proof of their authorization to enter into this transaction as Escrow Holder may reasonably require to issue the Policy of Title Insurance discussed in Article 5 below.

3.4 Authorization to Record Documents and Disburse Funds. If RCSD elects to process this transaction through an Escrow, Escrow Holder is hereby authorized to record the documents and disburse the funds and documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

(a) Escrow Holder can issue in favor of RCSD a CLTA Owner's Standard Coverage Policy of Title Insurance insuring RCSD's fee interest in the Property in favor of RCSD, subject to the Permitted Title Exceptions set forth in Article 5 below;

(b) RCSD will have deposited with Escrow Holder the Purchase Price and escrow charges;

(c) Escrow Holder will have received RCSD's notice of approval or satisfaction or waiver of all of the contingencies to City's obligations hereunder, as provided for below in Article 9; and

(d) City will have deposited with Escrow Holder the executed Quitclaim Deed required by Section 3.3(a) of Article 3.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through this Escrow if necessary or proper for issuance of the Policy, including the Quitclaim Deed.

3.5 Escrow Charges and Prorations.

(a) RCSD will pay for the cost of the Policy, escrow costs and Escrow Holder's customary out-of-pocket expenses for messenger services, long distance telephone, etc. RCSD will pay for any recording fees in connection with the Quitclaim Deed, any documentary or other local transfer taxes, and any other recording fees, if any. If the Escrow fails to close through no fault of either party, RCSD will pay all escrow-cancellation charges.

(b) All real estate taxes and assessments, if any, shall be prorated at Closing in accordance with, and to the extent set forth in, this Section based on the latest tax bill available. City will be charged with any such taxes up to, but not including, the Closing Date.

ARTICLE 4. ELECTION NOT TO PROCEED WITH ESCROW & DEPOSIT OF GRANT DEED AND PURCHASE PRICE.

4.1 Notification of Election Not to Proceed with Escrow. RCSD, may in its sole discretion, elect not to proceed with an escrow to process this transaction. If RCSD elects to process this transaction outside of an escrow, RCSD will notify the City of said election within five (5) business days of the Effective Date. In such case, the Parties will process this transaction pursuant to this Article 4 to effect the transfer of the Property within sixty (60) calendar days of the Effective Date.

4.2 Deposit of Purchase Price by RCSD. If RCSD elects to process this transaction outside of an escrow, RCSD will, within five (5) business days of its notice to the City under Section 4.1 of this Article 4 mail to City the Purchase Price to the following address:

City of Jurupa Valley
Attention: City Manager
8930 Limonite Avenue
Jurupa Valley, California 92509

4.3 Deposit of Quitclaim Deed by the City. Within five (5) business days of receipt from RCSD of the Purchase Price in accordance with Section 4.2 and written confirmation of the (i) RCSD's completion of the Due Diligence Activities discussed below in Article 8 or (ii) RCSD's written notice of its election not to proceed with Due Diligence Activities, the City will execute and mail to RCSD the fully executed Quitclaim Deed in substantially the form attached as EXHIBIT D hereto, and incorporated herein by this reference.

4.4 Charges. RCSD will pay for any expenses relating to the recording of the Quitclaim Deed, if any, messenger services, any documentary or other local transfer taxes.

4.5 Authorization to Record Quitclaim Deed. RCSD is authorized to record the Quitclaim Deed as soon it receives the executed Grant Deed.

ARTICLE 5. TITLE AND TITLE INSURANCE.

5.1 RCSD has determined that it will request from Title Company a CLTA Owner's Standard Coverage Policy of Title Insurance insuring RCSD's fee interest in the Property in the amount of \$20,000 (Policy). Within five (5) business days of the date of receiving a fully-executed copy of this Agreement, Title Company will obtain and issue a title commitment for the Property. Title Company will also request two copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Title Company will deliver these instruments and the title commitment to City and RCSD. RCSD will pay for the cost of the Policy and any applicable endorsements. The Policy provided for pursuant to this Section 5.1 will insure RCSD's fee interest in the Property free and clear of all liens, encumbrances, restrictions, and rights-of-way of record, subject only to the following exceptions (Permitted Title Exceptions):

(a) General and special real property taxes for the then current tax fiscal year that are a lien not then due and payable;

(b) The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property;

(c) Any facts, rights, interests or claims that are not shown in the public records but that can be ascertained by a physical inspection of the Property;

(d) Any encroachment, physical encumbrance, easement, violation, or adverse circumstance affecting the Property that would be disclosed by a physical inspection of the Property and by an accurate and complete land survey of the Property; and

(e) Exception No. 1 through No. 20 identified in Schedule B of the Preliminary Title Report dated January 13, 2023 (Order No. 23000110064) issued for the Property by Title Company, a true and correct copy of which is attached as EXHIBIT D hereto, and incorporated herein by this reference.

ARTICLE 6. RCSD'S FULL PAYMENT OF TOTAL COMPENSATION.

6.1 Payment of Total Compensation. RCSD's payment to the City of the Purchase Price and the Additional Consideration/Obligations of RCSD set forth at Section 2.1 of Article 2 represent an all-inclusive settlement and constitute the full and complete consideration and payment of total just compensation for RCSD's acquisition of the Property.

ARTICLE 7. AS-IS PURCHASE & RELEASES.

7.1 Representations and Warranties of the Parties. Each of the Parties hereby represent and warrant to each other the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of either (i) the Close of Escrow pursuant to Article 3 or (ii) the date RCSD records the Quitclaim Deed pursuant to Article 4 above, whichever applies to this transaction based on RCSD's election under Article 3 or Article 4:

(a) Each of the Parties has taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.

(b) Each of the Parties has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and consummate the transaction contemplated herein.

7.2 As-Is Purchase. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7.1 OF ARTICLE 7, RCSD IS PURCHASING THE PROPERTY ON AN "AS -IS", "WHERE-IS", "WITH ALL FAULTS". RCSD IS NOT RELYING ON AND THE CITY HAS NOT MADE ANY WARRANTIES OF ANY KIND OR CHARACTER WITH RESPECT TO THE ENVIRONMENTAL, SOILS, SEISMIC OR GEOTECHNICAL CONDITION OF THE PROPERTY. FURTHER, RCSD IS NOT RELYING ON, AND THE CITY HAS NOT MADE AND IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER WITH RESPECT TO THE ENVIRONMENTAL, SOILS, SEISMIC OR GEOTECHNICAL CONDITION OF THE PROPERTY OR BASED ON THE USE OF THE PROPERTY BY ANY PREVIOUS OWNER OR OCCUPANT, INCLUDING ANY USE, GENERATION, RELEASE, DISCHARGE, STORAGE, OR DISPOSAL OF ANY HAZARDOUS WASTE, TOXIC SUBSTANCES OR RELATED MATERIALS ON, UNDER, IN OR ABOUT THE PROPERTY OR TRANSPORTATION OF ANY HAZARDOUS MATERIALS TO OR FROM THE PROPERTY

BY ANY PREVIOUS SELLER OR OCCUPANT OF THE PROPERTY. FURTHER, RCSD IS PURCHASING THE PROPERTY WITHOUT ANY WARRANTIES AS TO FITNESS OR CONDITION OR THE ABSENCE OF DEFECTS, WHETHER EXPRESS OR IMPLIED, AND RCSD EXPRESSLY WAIVES ANY WARRANTY OF FITNESS, GUARANTEE AGAINST HIDDEN OR LATENT DEFECTS, OR FITNESS OF THE PROPERTY FOR THE USE PROPOSED BY RCSD THAT MAY BE PROVIDED BY LAW IN CALIFORNIA. RCSD ACKNOWLEDGES THAT RCSD HAS READ AND UNDERSTANDS THE WAIVER OF ALL EXPRESS OR IMPLIED WARRANTIES AND IS PURCHASING THE PROPERTY WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES.

ARTICLE 8. DUE DILIGENCE AND RIGHT OF ENTRY.

8.1 Due Diligence Period. During the period commencing on the Effective Date (commencement date) and ending at 5:00 p.m. 45 calendar days after said commencement date (Due Diligence Period), RCSD may inspect the Property as necessary for the purpose of making inspections and other examinations of the Property, including, but not limited to, the right to perform soil and geological tests of the Property and an environmental site assessment thereof (Due Diligence Activities). RCSD will notify the City in writing 24-hours before going on the Property. RCSD will conduct the Due Diligence Activities in connection with the Property during normal business hours. RCSD will not conduct any invasive testing or borings without the prior written notification of the City and the City's written permission of the same, which permission will not be unreasonably withheld.

8.2 Right of Entry and Indemnification. RCSD does hereby indemnify and forever save the City its officials, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all liability, loss, damages, costs and expenses, demands, causes of action, claims or judgments, whether or not arising from or occurring out of any damage to the Property as a result of any accident or other occurrence at the Property that is in any way connected with RCSD's Due Diligence Activities on the Property pursuant to this Section. If RCSD fails to acquire the Property due to City's default, RCSD's right to enter the Property in connection with the Due Diligence Activities will terminate upon the termination of RCSD's right to purchase the Property. In such event, RCSD will remove or cause to be removed all of RCSD's personal property, facilities, tools and equipment from the Property. If RCSD does not remove all of RCSD's personal property, facilities, tools and equipment from the Property within ten (10) business days of the date that RCSD's right to enter the Property terminates under this Section, City has the right, but not the obligation, to remove said personal property, facilities, tools and equipment from the Property. RCSD is responsible for all reasonable costs incurred by City in any such removal by City of RCSD's personal property, facilities, tools and equipment from the Property. In the event the Property is altered or disturbed in any manner in connection with RCSD's Due Diligence Activities, RCSD will immediately return the Property to as close as possible to the condition in which it existed prior to the Due Diligence Activities and, to the maximum extent allowed by law, will indemnify, defend and hold City harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses and court costs) suffered, incurred or sustained by City as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by RCSD on the Property. Additionally, prior to the commencement of any Due Diligence Activities, RCSD shall, or shall cause its agents to, maintain commercial and

general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence in commercially reasonable form and substance and RCSD shall provide the City with evidence of such coverage, including evidence that the City is an additional insured on the commercial general liability policy.

ARTICLE 9. RCSD'S CONTINGENCIES.

9.1 If RCSD elects to proceed with an Escrow pursuant to Article 3 above, the Close of Escrow and RCSD's obligation to consummate the purchase of the Property will be contingent upon and subject to the occurrence of all of the following (or RCSD's written waiver thereof, it being agreed RCSD can waive any or all such contingencies) on or before the Close of Escrow:

(a) The delivery to Escrow Holder of all documents pursuant to Section 3.3 of Article 3.

(b) Title Company's commitment to issue in favor of RCSD the Policy with liability equal to \$20,000 showing RCSD's fee interest in the Property, subject only to the Permitted Title Exceptions.

(c) RCSD's approval prior to the Close of Escrow of any environmental site assessment, soils or geological reports, or other physical inspections of the Property that RCSD might perform as part of the Due Diligence Activities prior to the Close of Escrow or RCSD's waiver of such Due Diligence activities or any environmental site assessment, soils or geological reports or physical inspections.

9.2 If RCSD elects to process this transaction outside of an Escrow pursuant to Article 4 above, RCSD's obligation to consummate the purchase of the Property will be contingent upon and subject to the occurrence of all of the following (or RCSD's written waiver thereof, it being agreed that RCSD can waive any or all such contingencies) on or before sixty (60) days from the Effective Date:

(a) The delivery of the Quitclaim Deed by the City to RCSD pursuant to Article 4.

(b) Title Company's commitment to issue in favor of RCSD the Policy with liability equal to \$20,000 showing RCSD's fee interest in the Property, subject only to the Permitted Title Exceptions.

(c) RCSD's approval of any environmental site assessment, soils or geological reports, or other physical inspections of the Property that RCSD might perform as part of the Due Diligence Activities in accordance with Article 8 or RCSD's waiver of such Due Diligence activities or any environmental site assessment, soils or geological reports or physical inspections.

ARTICLE 10. NOTICES.

10.1 All notices and demands will be given in writing by certified or registered mail, postage prepaid, and return receipt requested, or by overnight carrier. Notices will be considered given upon the earlier of (a) two (2) business days following deposit in the United States mail,

postage prepaid, certified or registered, return receipt requested, or (b) one (1) business day following deposit with an overnight carrier service. If RCSD elects to proceed with this transaction through an Escrow pursuant to Article 3, the Parties will provide a copy of all notices to Escrow Holder. The Parties will address such notices as provided below or as may be amended by written notice:

SELLER: City of Jurupa Valley
Attention: City Manager
8930 Limonite Avenue
Jurupa Valley, California 92509

COPY TO: Richards, Watson & Gershon
Attention: Peter M. Thorson, City Attorney
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071

BUYER: Rubidoux Community Services District.
Attention: Brian R. Laddusaw, CPA
General Manager
3590 Rubidoux Boulevard
Jurupa Valley, California 92509

COPY TO: Harper & Burns, LLP
Attention: John Harper
453 S. Glassell Street
Orange, California 92666

ESCROW
HOLDER: Stewart Title Guarantee Company
525 North Brand Boulevard
Glendale, California 91203
Attention: Jimmy.Morada@stewart.com

ARTICLE 11. MISCELLANEOUS.

11.1 Amendments. Any amendments to this Agreement will be effective only when duly executed by both City and RCSD.

11.2 Further Documents. Each party will, wherever and as often as it is requested by the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents, including further escrow instructions, as may reasonably be necessary in order to complete the sale, conveyance, and transfer herein provided and to do any and all other acts and to execute, acknowledge, and deliver any and all documents as may be requested in order to carry out the intent and purpose of this Agreement.

11.3 Broker's Commissions. No brokers represented the Parties in connection with this transaction. RCSD will be solely responsible for the payment of any and all broker's commissions or similar compensation due to any broker representing RCSD, if any, and RCSD will defend,

indemnify and hold the City harmless from and against any and all claims for any broker's commissions or similar compensation that may be payable to any broker claiming it represented RCSD in connection with this transaction. Each party will defend, indemnify, and hold the other party harmless, from and against, any and all claims for any broker's commissions or similar compensation that may be payable to any other broker, finder or other person or entity (other than those described above) based upon such party's own acts. The provisions of this Section 11.3 of Article 11 will survive the Close of Escrow.

11.4 Applicable Law. This Agreement will be construed and interpreted under, and governed and enforced according to the laws of the State of California.

11.5 Entire Agreement. This Agreement supersedes any prior agreement, oral or written, and together with the exhibits hereto and any agreements delivered pursuant hereto, contains the entire agreement between City and RCSD, on the subject matter of this Agreement. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, will be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof, RCSD and City acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no such agreement, statement, representation or promise that is not contained herein will be valid or binding on RCSD or City.

11.6 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

11.7 Time of Essence. The Parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Holder's general Escrow instructions.

11.8 Counterparts and Facsimile and Electronic Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For purposes of this Agreement, facsimile and electronic signatures will be deemed to be original signatures.

11.9 Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

11.10 Interpretation and Construction. Each party has reviewed this Agreement and each has had the opportunity to have its respective counsel and real estate advisors review and revise this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement or any amendments or exhibits thereto. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the

words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

11.11 Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

11.12 Exhibits. The exhibits and schedules attached hereto are incorporated in this Agreement by reference herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

BUYER (RCSD)

RUBIDOUX COMMUNITY SERVICES
DISTRICT

SELLER (CITY)

CITY OF JURUPA VALLEY, a California
municipal corporation

Dated: _____, _____

Dated: _____, _____

By: _____
Brian Laddusaw, General Manager

By: _____
Rod Butler, City Manager

ATTEST:

ATTEST:

Ted Beckwith, Director of Engineering

Victoria Wasko, CMC, City Clerk

APPROVED AS TO FORM:

Harper & Burns, LP

APPROVED AS TO FORM:

Richards, Watson & Gershon

By: _____
John R. Harper, District General Counsel

By: _____
Peter M. Thorson, City Attorney

EXHIBIT A

The land referred to herein is situated in the State of California, County of Riverside, City of and described as follows:

That portion of Parcel 44 as shown by Map on file in [Book 25, Pages 66 and 67](#) of Records of Survey, Records of Riverside County, California, lying in Section 20, township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

Commencing at the most Northerly corner of said Parcel 44, said point being on the centerline of Golden West Avenue (60.00 feet full-width) as shown on said Record of Survey, and the beginning of a tangent curve concave Southeasterly and having a radius of 300.00 Feet, the radial line to said point bears North $26^{\circ}57'39''$ West;

Thence Southwesterly along said curve, to the left, through a central angle of $07^{\circ}40'00''$, an arc distance of 40.14 feet to a point thereon, the radial line to said point bears North $34^{\circ}37'39''$ West;

Thence leaving said centerline and along said radial line, South $34^{\circ}37'39''$ East, a distance 27.35 feet for the true point of beginning, said point also being the beginning of a non-tangent curve concave Southeasterly and having a radius of 275.00 feet, the radial line to said point bears North $36^{\circ}43'08''$ West;

Thence Southwesterly along said curve, to the left, through a central angle of $35^{\circ}21'13''$, an arc distance of 169.68 feet to the beginning of a reverse curve concave Northwesterly and having a radius of 433.00 feet, the radial line to said point bears North $72^{\circ}04'21''$ West;

Thence Southwesterly along said curve, to the right, through a central angle of $08^{\circ}55'07''$, an arc distance of 67.40 Feet;

Thence South $39^{\circ}08'54''$ East, a distance of 5.97 feet;

Thence North $50^{\circ}51'06''$ East, a distance of 214.78 feet;

Thence North $35^{\circ}16'53''$ West, a distance of 82.17 feet to the true point of beginning.

Containing 0.28 acres (12,142 square feet), more or less.

EXHIBIT B
Depiction of Property

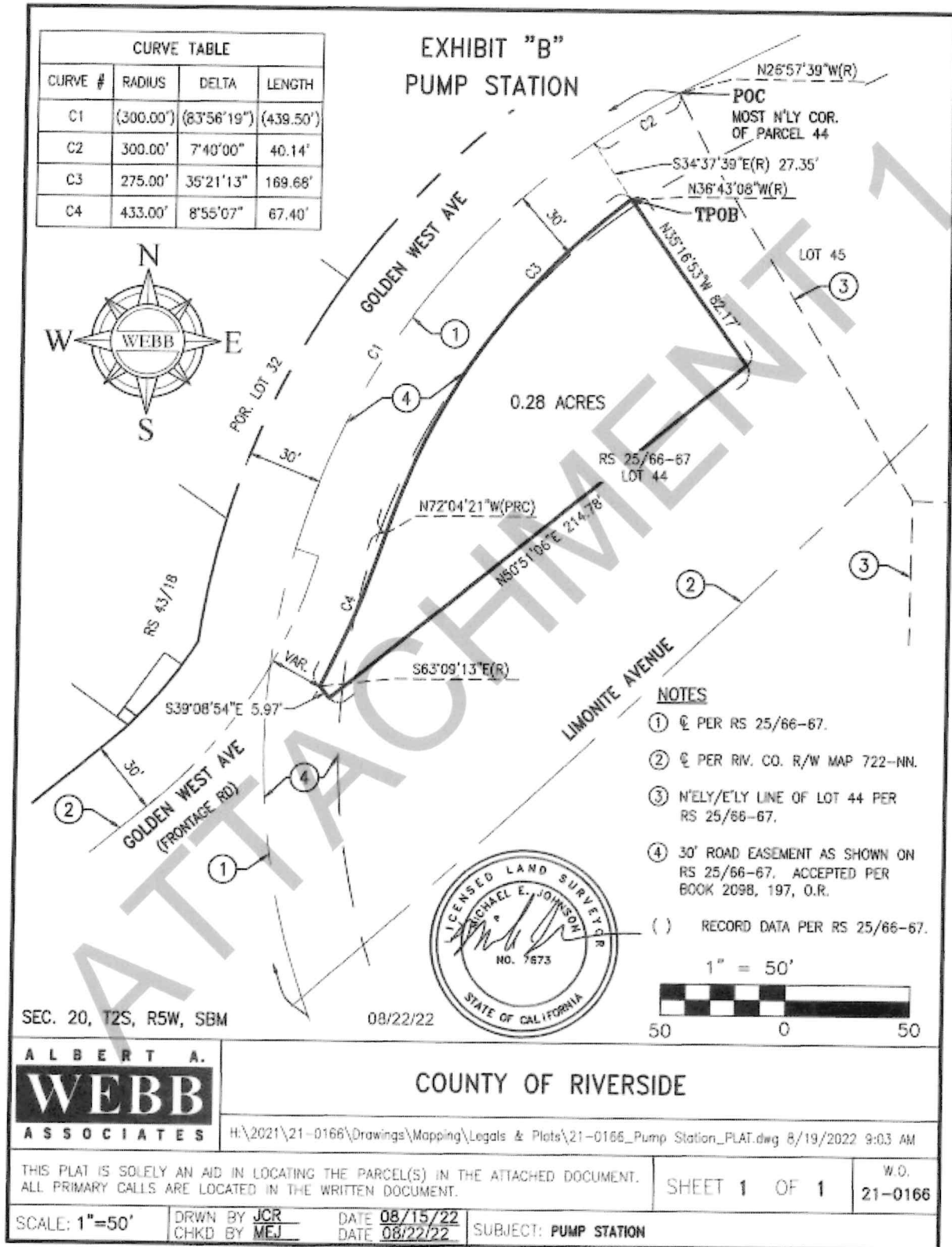


EXHIBIT "C"
LEGAL DESCRIPTION

PARCEL 44 AS SHOWN BY MAP ON FILE IN BOOK 25, PAGES 66 AND 67 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN,

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 44, SAID POINT BEING ON THE CENTERLINE OF GOLDEN WEST AVENUE (60.00 FEET FULL-WIDTH) AS SHOWN ON SAID RECORD OF SURVEY, AND THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 26°57'39" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°40'00", AN ARC DISTANCE OF 40.14 FEET TO A POINT THEREON, THE RADIAL LINE TO SAID POINT BEARS NORTH 34°37'39" WEST;

THENCE LEAVING SAID CENTERLINE AND ALONG SAID RADIAL LINE, SOUTH 34°37'39" EAST, A DISTANCE 27.35 FEET FOR THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 275.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 36°43'08" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°21'13", AN ARC DISTANCE OF 169.68 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 433.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 72°04'21" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°55'07", AN ARC DISTANCE OF 67.40 FEET;

THENCE SOUTH 39°08'54" EAST, A DISTANCE OF 5.97 FEET;

THENCE NORTH 50°51'06" EAST, A DISTANCE OF 214.78 FEET;


EXHIBIT "C"
LEGAL DESCRIPTION

THENCE NORTH 35°16'53" WEST, A DISTANCE OF 82.17 FEET TO THE TRUE POINT OF BEGINNING,

ALSO EXCEPTING THEREFROM THAT PORTION QUITCLAIMED BY THE COUNTY OF RIVERSIDE TO THE CITY OF JURUPA VALLEY, IN THAT CERTAIN QUITCLAIM DEED RECORDED OCTOBER 14, 2016 AS DOCUMENT NO. 2016-0452377, OFFICIAL RECORDS, COUNTY OF RIVERSIDE.

CONTAINING 1.49 ACRES MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

01/08/2024

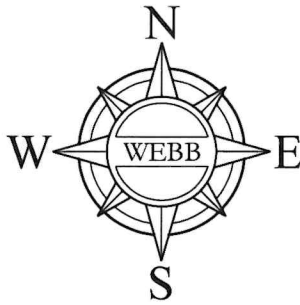
Date

Prepared By: JKA
Checked By: MEJ




CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	(300.00)	83°56'19"	439.50'
C2	300.00'	7°40'00"	40.14'
C3	275.00'	35°21'13"	169.68'
C4	433.00'	8°55'07"	67.40'
C5	1560.00'	6°16'16"	170.75'
C6	5100.00'	2°21'14"	209.53'

() RECORD DATA PER RS 25/66-67.



LEGEND

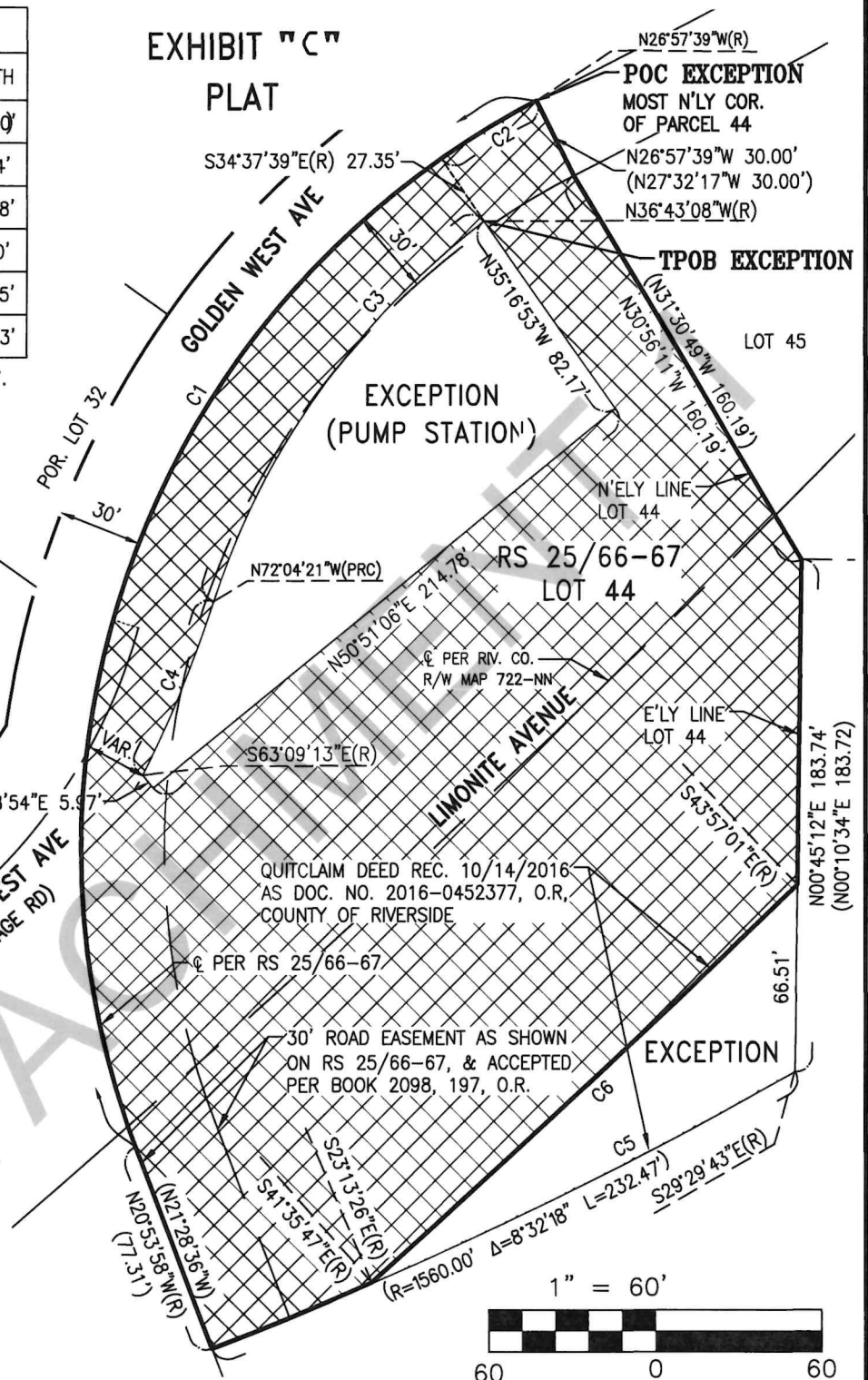
 REMAINDER AREA
(1.49± Ac.)



01/08/2024

SEC. 20, T2S, R5W, SBM

EXHIBIT "C" PLAT



ALBERT A.
WEBB
ASSOCIATES

COUNTY OF RIVERSIDE

H:\2021\21-0166\Drawings\Mapping\Legals & Plats\Pump Station Remainder\21-0166_Pump Station
Remainder_PLAT.dwg 1/8/2024 11:57 AM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
21-0166

SCALE: 1"=60'

DRWN BY JKA
CHKD BY MEJ

DATE 01/08/24
DATE 01/08/24

SUBJECT: PUMP STATION REMAINDER AREA

EXHIBIT D
Form of Quitclaim Deed

RECORDING REQUESTED BY:

City of Jurupa Valley, a municipal corporation

AND WHEN RECORDED RETURN TO:

City of Jurupa Valley
Attention: Office of the City Clerk
8930 Limonite Avenue
Jurupa Valley, California 92509

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Assessor's Parcel Number 186-07-_____

Documentary Transfer Tax \$_____

QUITCLAIM DEED

Pursuant to that certain Corporation Grant Deed, recorded on January 17, 1961 as Document Number 4186 of Official Records of the County of Riverside, Cinderella Estates, Inc. granted in fee to the County of Riverside that certain Property described in EXHIBIT A and depicted on EXHIBIT B, which are attached hereto and incorporated herein by this reference (Property). Grantor CITY OF JURUPA VALLEY, a municipal corporation (CITY), is the successor to the interests of the County of Riverside in and to the Property.

The CITY desires to transfer its interest in and to the Property to the RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized and existing under, and by virtue of, the Community Services District Law (RCSD) and RCSD desires to acquire the Property for public use, namely for the construction, operation, maintenance and use of RCSD's water distribution system and related facilities, and all uses necessary or convenient thereto in connection with the Goldenwest Booster. The use of the Property is restricted to these public uses and for no other purpose.

NOW THEREFORE, FOR A VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the CITY does hereby remise, release and forever quitclaim to RCSD, all of the CITY's rights, title and interest in and to the Property situated in the City of Jurupa Valley, County of Riverside, State of California, described in EXHIBIT A and depicted on EXHIBIT B attached hereto and incorporated herein by this reference.

This Quitclaim Deed is executed on the date set forth below.

IN WITNESS WHEREOF, Grantor City of Jurupa Valley has executed this Quitclaim Deed on _____, _____.

GRANTOR

City of Jurupa Valley, a municipal corporation

By: _____
Rod Butler, City Manager

ATTEST:

Victoria Wasko, CMC, City Clerk

APPROVED AS TO FORM:

Richards, Watson & Gershon

By: _____
Peter M . Thorson, City Attorney

EXHIBIT A

The land referred to herein is situated in the State of California, County of Riverside, City of and described as follows:

That portion of Parcel 44 as shown by Map on file in [Book 25, Pages 66 and 67](#) of Records of Survey, Records of Riverside County, California, lying in Section 20, township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

Commencing at the most Northerly corner of said Parcel 44, said point being on the centerline of Golden West Avenue (60.00 feet full-width) as shown on said Record of Survey, and the beginning of a tangent curve concave Southeasterly and having a radius of 300.00 Feet, the radial line to said point bears North $26^{\circ}57'39''$ West;

Thence Southwesterly along said curve, to the left, through a central angle of $07^{\circ}40'00''$, an arc distance of 40.14 feet to a point thereon, the radial line to said point bears North $34^{\circ}37'39''$ West;

Thence leaving said centerline and along said radial line, South $34^{\circ}37'39''$ East, a distance 27.35 feet for the true point of beginning, said point also being the beginning of a non-tangent curve concave Southeasterly and having a radius of 275.00 feet, the radial line to said point bears North $36^{\circ}43'08''$ West;

Thence Southwesterly along said curve, to the left, through a central angle of $35^{\circ}21'13''$, an arc distance of 169.68 feet to the beginning of a reverse curve concave Northwesterly and having a radius of 433.00 feet, the radial line to said point bears North $72^{\circ}04'21''$ West;

Thence Southwesterly along said curve, to the right, through a central angle of $08^{\circ}55'07''$, an arc distance of 67.40 Feet;

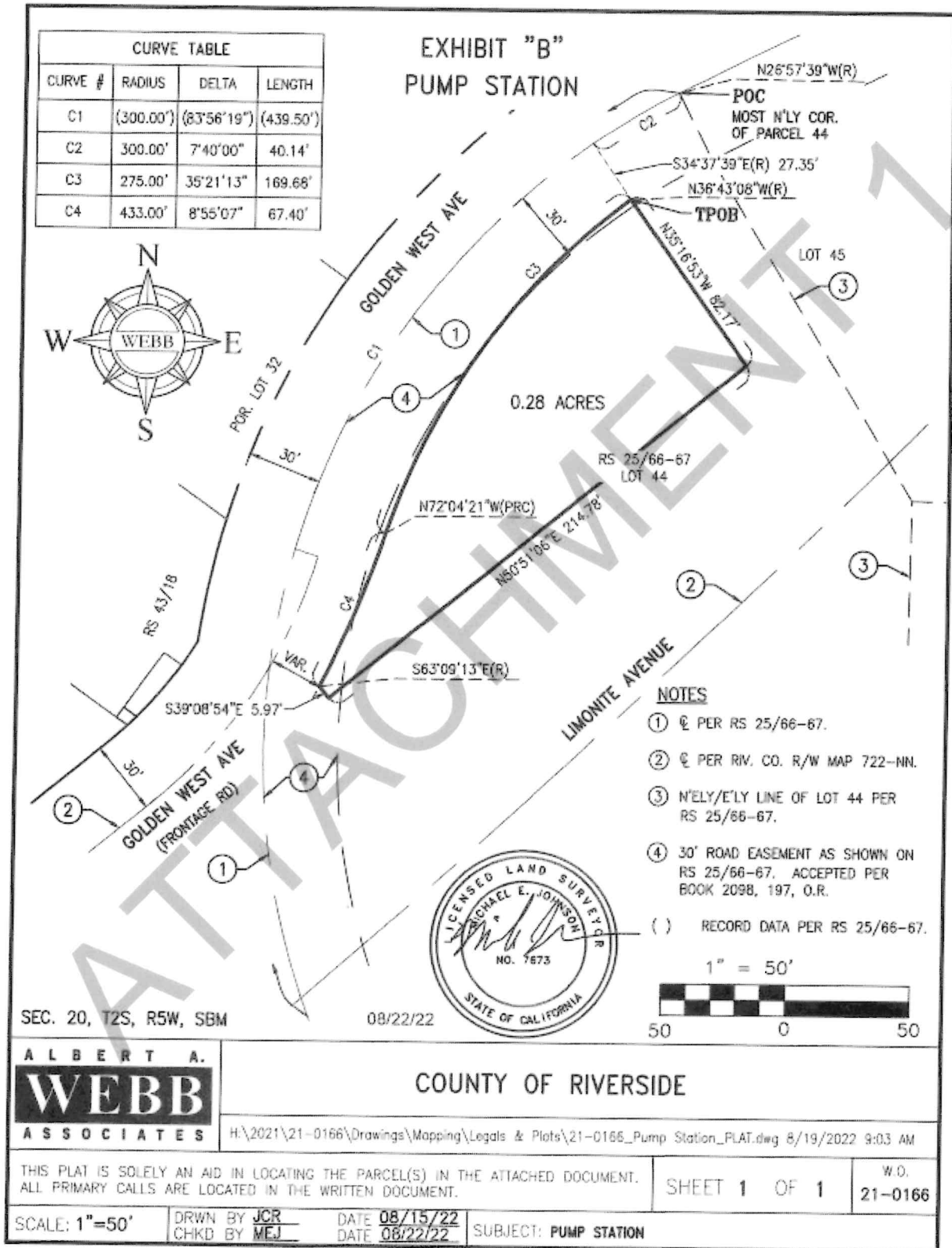
Thence South $39^{\circ}08'54''$ East, a distance of 5.97 feet;

Thence North $50^{\circ}51'06''$ East, a distance of 214.78 feet;

Thence North $35^{\circ}16'53''$ West, a distance of 82.17 feet to the true point of beginning.

Containing 0.28 acres (12,142 square feet), more or less.

EXHIBIT B
Depiction of Property



RUBIDOUX COMMUNITY SERVICES DISTRICT
3590 RUBIDOUX BLVD.
JURUPA VALLEY, CA 92509

CERTIFICATE OF ACCEPTANCE OF GRANT DEED
(Govt. Code § 27281)

THIS IS TO CERTIFY that the attached QUITCLAIM DEED, which quitclaims to Rubidoux Community Services District (RCSD) the City's interest in and to that certain real property consisting of approximately 0.28 acres of vacant land adjacent to Limonite Avenue and Golden West Avenue is hereby accepted under the authority of its Board of Directors on the date below and RCSD consents to the recordation thereof by its duly authorized officer.

Date: _____, 2024

(SEAL)

RUBIDOUX COMMUNITY SERVICES DISTRICT

By: _____

Name: Brian Laddusaw

Its: General Manager

ATTEST:

By: _____

Name: Ted Beckwith

Its: Director of Engineering

Rubidoux Community Services District
Water Capital Improvement Project (CIP) Budget

	Actual YTD March 2023	Annual Budget 2022/2023 ^[1]	Projected Year End 2022/2023	Favorable (Unfavorable) Variance	Audited 2021/2022	Adopted Budget 2023/2024
Income						
1 Developers EDU Fees: Income	1,196,763	1,550,400	1,196,763	(353,637)	2,038,724	1,292,000
2 Grant Income - USBR	-	-	-	-	-	850,000
TOTAL WATER CIP REVENUE	\$1,196,763	\$1,550,400	\$1,196,763	(\$353,637)	\$2,038,724	\$2,142,000
Expense						
3 PFAS Compounds Treatment	-	-	-	-	2,407,508	-
4 1066' Pressure Zone Storage (PD)	-	65,000	-	65,000	-	370,000
5 Goldenwest Booster Station	457	100,000	20,000	80,000	-	100,000
6 Generator - Golden West	-	-	-	-	-	370,000
7 Condition Assessment (75% WF/25% SF)	-	195,000	-	195,000	39,465	223,000
8 West Valley Intertie	-	162,500	-	162,500	37,254	750,000
9 District at JV Well Sites/LT Expansion	-	18,000	-	18,000	-	18,000
10 Annexation Work - Water Pipeline Move	-	30,000	-	30,000	-	50,000
11 Hunter Tank Site (PD)	-	-	-	-	-	100,000
12 Well 25 Project	-	19,841	19,841	-	-	1,700,000
13 Generator - Well 2 Site	-	-	-	-	-	266,000
14 Generator - Well 1A Site	-	-	-	-	-	221,000
15 24" Water Pipeline (Offsite)-Lennar	-	-	1,438,817	(1,438,817)	-	-
16 Anita B. Smith Plant Upgrades	-	-	-	-	-	100,000
17 AMI Project	-	-	-	-	-	20,000
Total Expense	457	590,341	1,478,658	(888,317)	2,484,227	3,918,000
Transfers						
18 Transfer to/(from) CIP Reserves	1,196,306	960,059	(281,895)	1,241,954	(445,503)	(749,000)
19 Transfer to/(from) Water Fund	-	-	-	-	-	(1,027,000)
Total Transfers	1,196,306	960,059	(281,895)	1,241,954	(445,503)	(1,776,000)
TOTAL WATER CIP EXPENSES	\$1,196,763	\$1,550,400	\$1,196,763	\$353,637	\$2,038,724	\$2,142,000

[1] Includes budget amendments adopted by Board of Directors up through June 1, 2023.

9. **DIRECTORS COMMENTS AND REQUEST**

10. **NEXT MEETING**

Thursday, February 1, 2024, at 4:00 p.m.

11. **ADJOURNMENT**