

Rubidoux Community Services District

Board of Directors
Armando Muniz
Hank Trueba Jr.
Bernard Murphy
John Skerbelis
F. Forest Trowbridge

General Manager
Steven W. Appel



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

NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING Thursday, June 4, 2020 at 4:00 PM

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020 as a response to mitigating the spread of corona virus known as COVID-19:

During this regular meeting of the Rubidoux Community Services District Board of Directors, members of the public will not be allowed to attend and address the Board in person.

Members of the public wanting to listen to the meeting or address the Board may do so by:

- Using the Zoom App or website for free at: <https://zooms.us/>
 - o Once installed ahead of the meeting, you may choose your audio source as either computer speakers/microphone or telephone.
 - o If you wish to make public comments via the Zoom platform, the Board Secretary will identify you at your time to speak.
 - o Meeting ID is **433-532-2766**.

- Calling into the meeting at any one of the following numbers:
 - +1 669 900 9128
 - +1 346 248 7799
 - +1 301 715 8592
 - +1 312 626 6799
 - +1 646 558 8656
 - +1 253 215 8782

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

1. Call to Order – Armando Muniz, President
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes for the May 21, 2020, Regular Meeting.
5. Consideration to Approve June 5, 2020, Salaries, Expenses and Transfers
6. Acknowledgements – This is the time for Members of the Public to address the Board on Any Non-agenda Matter.
7. Correspondence and Related Information
8. Manager’s Report (Second Meeting each Month):
 - a) Operations Report
 - b) Emergency and Incident Report

ACTION ITEMS:

9. Consider Approval of District 401(a) Plan – **DM 2020-39**
10. Consider Consultant JPW Communications – **DM 2020-40**
11. Consider Approval of Amendment 1 to Memorandum of Understanding providing for Cooperative Efforts to Expand and Improve Water Supply Availability with Jurupa Community Services District and Western Municipal Water District: **DM 2020-41**
12. Consider Notice of Completion for the Jurupa Hills Lift Station Project – WEKA Construction: **DM 2020-42**
13. Directors Comments - Non-action
14. Adjournment

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).

4. APPROVAL OF MINUTES FOR MAY 21, 2020, REGULAR
MEETING

**MINUTES OF REGULAR MEETING
May 21, 2020
RUBIDOUX COMMUNITY SERVICES DISTRICT**

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

DIRECTORS ABSENT:

STAFF PRESENT: Jeffrey Sims, General Manager/District Engineer
Brian Laddusaw, Director of Finance
Brian Jennings, Manager Budgeting & Accounting
Miguel Valdez, Maintenance & Operations

Members of the Public: Chris Barajas

Call to order: the meeting of the Board of Directors of the Rubidoux Community Services District by Director Muniz, at 4:00 P.M., Thursday, May 21, 2020, by teleconferencing at District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

ITEM 4. APPROVAL OF MINUTES

Approval of Minutes for May 7, 2020, Special Board Meeting.

Director Trueba moved and Director Skerbelis seconded to approve the May 7, 2020 Regular Meeting Minutes.

Roll call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 5. Consideration to Approve the May 22, 2020 the Salaries, Expenses and Transfers.

Consideration to Approve the May 22, 2020 the Salaries, Expenses and Transfers.

Director Murphy moved and Director Skerbelis seconded to Approve the May 22, 2020 Salaries, Expenses and Transfers.

Roll call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba,)

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 6. PUBLIC ACKNOWLEDGE OF NON-AGENDA MATTERS

Councilman Barajas praised the District staff for a recent water issue in his neighborhood that was resolved rather quickly on a weekend. He thanked Director Trueba and Jeff Sims, as well as staff that responded to the call. Additionally, there was resident complaints about weed abatement. RCSD has already addressed it and the residents are very pleased. Finally, the county is having budget issues and they are working on transferring much of their properties in Jurupa Valley to various agencies within the city. On their agenda, they are working on transferring The Boxing Club and the Senior Center to the city. City Council will discuss tonight. He thanked the Board again for the work that they do.

ITEM 7. CORRESPONDENCE AND RELATED INFORMATION

The first letter was from Steve Williams of the State Water Resources Control Board to the District regarding a Notice of Intent to issue a new general order for monitoring of Perfluoroalkyl and Polyfluoroalkyl substances (Health and Safety code section 116378) starting July 2020. The next article was from the Acorn regarding water costs rise in pandemic. Both Las Virgenes MWD and Triunfo Water and Sanitation District have plans to increase their water rates by the end of the year. The rate hikes would cover an increase in the cost of wholesale water from the MWD, which supplements local supplies. And lastly, there was an article from the Press Enterprise regarding Bob Stockton, who was a board member for Western Municipal Water District. He was jogging on Victoria Avenue in Riverside on May 13, 2020, when he was hit by a car and died at the scene. He was a respected member of the community and will be missed.

ITEM 8. MANAGER'S REPORT

Operations Report:

The water production for the month of April averaged 3.19 mg/day from two wells. Lennar is a developer working on the Shadow Rock development. Part of their improvements is putting in a new off-site sewer on Pacific Avenue. They are finishing up

a jack and bore under the freeway for the new sewer and that's moving along very well. They also will be putting in a new 24" diameter water pipeline on Pacific Avenue.

Emergency and Fire Report:

Station 38 had a total of 222 calls. The difference being calls outside the District service area. Of those 166 calls, 69.5% were medical aides. Additionally, there was a report for the City of Jurupa Valley. For the city, there was a total of 239 calls.

ITEM 9. Receive and File Statement of Cash Asset Report for all District Funds Ending April 2020. DM 2020-33.

BACKGROUND

Attached for the Board of Directors' consideration is the April 2020 Statement of Cash Asset Schedule Report for all District Fund Accounts. Our YTD interest is \$406,989.17 for District controlled accounts. With respect to District "Funds in Trust", we show \$17,558.61 which has been earned and posted. The District has a combined YTD interest earned total of \$424,547.78 as of April 30, 2020.

With respect to the District's Operating Funds (Excluding Restricted Funds and Operating Reserves), we show a balance of \$6,742,949.16 ending April 30, 2020. That's **\$603,948.86 MORE** than July 1, 2019, beginning balance of \$6,139,000.30.

Further, the District's Field/Admin Fund current fund balance is \$570,122.14.

Submitted for the Board of Directors consideration is the *April 2020, Statement of Cash Asset Schedule Report* for your review and acceptance this afternoon.

Director Murphy moved and Director Trueba seconded to Receive and File the Statement of Cash for the Month of April 2020 for the Rubidoux Community Services District.

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 10. First Reading – Ordinance No. 2020-125, an Ordinance of the Rubidoux Community Services District Increasing Monthly Wastewater Charges. DM 2020-34.

BACKGROUND

On May 7, 2020, at the regularly scheduled Rubidoux Community Services District (“District”) Board of Director’s (“Board”) meeting, the Director’s directed staff to prepare and conduct a First Reading of DRAFT Ordinance 2020-125. The proposed ordinance includes a 5% increase in the Riverside Sewage Treatment (“RST”) portion of the wastewater rates. This is a pass-through component of the wastewater bill the District pays to the City of Riverside for treatment and disposal. The 5% pass-through increase proposed in DRAFT Ordinance 2020-125 is consistent with year two of a five year fiscally sustainable water and wastewater rate plan (“Rate Plan”) that was adopted in May 2019 after notice to the public in accordance with Proposition 218 and compliance with AB 3030, and concluded with a public hearing.

The proposed sewer residential rate increase is \$1.04 per month. This increase brings the total wastewater cost to District residential customers to \$27.70 per month. Non-residential customers are assessed a rate increase based on their water meter size. The proposed increases are necessary to keep pace with treatment and infrastructure charges passed through from the City of Riverside.

Also, based on Board direction at the May 7, 2020 Board Meeting, the original anticipated effective date of Ordinance 2020-115 was July 1, 2020, after a Second Reading, Public Hearing and vote on adoption to be held at the regularly scheduled June 18, 2020 Board meeting. Per California Government Code Section 25123 “*All ordinances shall become effective 30 days from the date of final passage*”, thus, to maintain compliance with this California statute, staff recommends the effective date of Ordinance 2020-125 be changed from July 1, 2020 to August 1, 2020.

Attached is DRAFT Ordinance 2020-125 and submitted for the Board of Director’s consideration.

Director Muniz moved and Director Trueba seconded the Board of Directors authorize the following:

- 1. DRAFT Ordinance 2020-125 to have an effective date of August 1, 2020.**
- 2. Schedule a Final Reading and Public Hearing of Ordinance 2020-125 for the June 18, 2020 regular meeting of the Board of Directors of the Rubidoux Community Services District.**

Roll call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 11. First Reading – Ordinance No. 2020-126, an Ordinance of the Rubidoux Community Services District Increasing Monthly Potable Water Charges. DM 2020-35.

BACKGROUND

At the regularly scheduled Rubidoux Community Services District (“District”) Board of Director’s (“Board”) meeting on May 7, 2020, the Director’s directed staff to prepare and conduct a First Reading of DRAFT Ordinance 2020-126. The proposed ordinance includes a 6% increase of the water rate. The proposed rate increase is needed for increased costs associated with the production, treatment, and delivery of potable water to District customers.

The 6% increase proposed in DRAFT Ordinance 2020-126 is consistent with year Two of a five year fiscally sustainable water and wastewater rate plan (“Rate Plan”) approved by this Board in March 2019. The Rate Plan was approved after notice to the public in accordance with Proposition 218 and compliant with AB 3030 and concluded with a public hearing and adoption. The Board did not implement the Year One water rate increase of the Rate Plan resulting in no potable water rates for FY 2019-2020. Potable water rates have not been increased by the District Board since July 1, 2018.

To mitigate impacts of the proposed water rate increase DRAFT Ordinance 2020-126 has a proposed effective date of January 1, 2021. The delay in effective date provides time for the COVID-19 event to subside, and to start the increase in cooler months when customer water usage is lower.

The District’s residential and commercial potable water “stand-by” charge is based on the customers meter size. For example, the typical residential customer with ¾” meter would see an increase in their “stand-by” charge of \$1.52, to \$33.85 per month. A typical District customer with a family of four, using a ¾” meter and 18 units of water, would see an increase in their monthly bill of \$2.96, to \$63.99 per month.

The proposed increases are necessary to continue providing a high quality and reliable potable source of water for the health, welfare, and safety of the community and its residents. As the Board may recall, the State Water Resources Control Board – Division of Drinking Water (“DDW”) has lowered the Notification and Response Limits for PFAS Compounds. These new lower limits require the District to add approximately \$3 million of treatment facilities over the next twelve months which will increase operational expenses by approximately \$1 million annually for treatment media change out, sampling, and energy costs.

Attached is DRAFT Ordinance 2020-126 and submitted for the Board of Director’s consideration.

Director Murphy moved and Director Trueba seconded the following: Schedule a Final Reading and Public Hearing of Ordinance 2020-126 for the June 18, 2020 Board Meeting.

Roll Call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 12. Riverside LAFCO 2020 Special District Election. DM 2020-36.

BACKGROUND

The Riverside Local Agency Formation Commission (“LAFCO”) is conducting an election for two positions:

1. Regular Special District Member – Eastern Riverside County; and
2. Alternate Special District Member – (All Riverside County)

Both positions once filled are four (4) year terms.

Rubidoux Community Services District (“District”) is a voting agency and is asked to submit its selection for the two positions. LAFCO has provided the District with 2020 Ballot Instructions and a Ballot. There are three candidates for the Regular Special District Member position and seven candidates for the Alternate Special District Member. Once the District’s Board of Directors decides on candidates to support, the completed Ballot is to be signed by the Board President.

With the District as an agency within Western Municipal Water District, staff contacted Western leadership to find out who they supported. Western supported Robert Stockton for the Alternate Special District Member. As a Board Member of Western Municipal Water District and engaged on Riverside Area issues, he would be well suited to represent Special Districts as LAFCO. Debra Canero, a Board Member of Valley Sanitary District (Indio) is being supported by Western Municipal Water District for the Regular Special District Member. Sadly, Mr. Stockton was struck by a car and died on May 13, 2020.

The 2020 Ballot allows for the Board to rank its vote for candidates for both positions. The Board does not have to rank the candidates, and if preferred, select only one candidate for the Regular and Alternate positions.

Director Trueba moved and Director Skerbelis seconded the Rubidoux Community Services District Board of Directors select Debra Canero for the Regular Special District Member and Steve Pastor for the Alternate Special District Member. Additionally, authorizing the Board President to sign the Ballot on behalf of the District.

Roll Call:

Ayes – 3 (Muniz, Skerbelis, Trueba)

Noes – 0

Abstain – 2 (Murphy, Trowbridge)

Absent – 0

The motion was carried with 3 Ayes and 2 Abstentions.

ITEM 13. Blais and Associates Proposal for Grant Application Preparation Support. DM 2020-37.

BACKGROUND

At the April 2, 2020 Board Meeting staff presented DM 2020-20, and the Board authorized hiring Blais and Associates (“Blais”) to assist Rubidoux Community Services District (“District”) with researching and applying for grants to offset various project costs. The contract with Blais was approved for \$13,650, with authorization to proceed on initial work totaling 45,250. The initial work included performing a disadvantage community status analysis and review of possible grants opportunities. Blais completed the initial work and determined the District is well situated to apply for a Bureau of Reclamation WaterSMART Drought Response Program: Drought Resiliency Projects Grant (“Grant”). A Fact Sheet is attached outlining funding information and application requirements.

The Grant application would be for a project to rehabilitate Well No. 18 and fund a portion of the PFAS Treatment system the District is working on for Wells No. 1A, 8 and 18. Blais indicates the District should be competitive for a grant of approximately \$300,000. The cost to prepare the Grant Application is a not-to-exceed amount of \$9,765 and would be charged on a time and materials basis. Attached is the Blais Grant Development Quote. To proceed with this effort, the Board will need to consider augmenting its prior approval for Blais by \$1,365. The Grant submittal deadline is July 8, 2020.

The District is in design for the rehabilitation of Well No. 18 and the PFAS treatment system for Wells No. 1A, 8 and 18. The cost for Well No. 18 rehabilitation and the three well PFAS Treatment system will be approximately \$2.2 million. Assuming the cost for the three well PFAS Treatment system is allocated equally between the three wells, Well No 18’s share of the cost is around \$650,000. A \$300,000 grant approval would represent close to 50% of the District’s costs.

Director Trowbridge moved and Director Skerbelis seconded the following to move forward with an application for this Grant and authorize the General Manager to:

- 1. Amend the FY 2019-2020 Budget by allocating \$1,365 of Water Operating Fund Reserves to this Project.**

- 2. Execute a Task Order with Blais in the amount of \$9,765 to prepare a Grant Application on behalf of the District for a Bureau of Reclamation WaterSMART Drought Response Program: Drought Resiliency Projects Grant.**

Roll Call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 14. Resolution 2020-868, a Resolution Transferring Certain Property Tax Revenue Between the County of Riverside and the Rubidoux Community Services District (LAFCO – Agua Mansa Commerce Center). DM 2020-38.

BACKGROUND

The Rubidoux Community Services District (“District”) was contacted by Crestmore Redevelopment, LLC, (“Developer”) desiring District services to a group of parcels of land for an industrial project known as the Agua Mansa Commerce Center (“Project”). The Project is comprised of 303 acres of which 290.2 acres will be annexed into the District for water, wastewater, fire mitigation, and trash services.

The proposed Project is located near the intersection of Rubidoux Blvd. and El Rivino Road as shown on Attachment “A”. The Project is currently outside of the District’s service boundary and will need to be annexed into the District’s service area. The Developer has initiated with the Local Area Formation Commission (“LAFCO”) two cases. Case 1 is – LAFCO 2020-18-2: Sphere of Influence Amendment to West Valley Water District (removal) and Amendment to Rubidoux Community Services District (addition) (Crestmore Redevelopment LLC). Case is – LAFCO 2020-19-2 – Reorganization to Include Detachment from West Valley Water District and Concurrent Annexation to Rubidoux Community Services District (Crestmore Redevelopment LLC). The District has provided the Developer a Plan of Service necessary for both LAFCO cases.

As part of the LAFCO process, the District is requesting from Riverside County, an exchange of certain property tax revenue to include, but not limited to 100% of the structural fire protection tax for the area to be annexed into the District. Approval of Resolution 2020-868, Attachment B, will exchange the appropriate tax revenue between the County and the District. The County will consider a similar Resolution at a future Board of Supervisors meeting. Once the tax transfer Resolutions have been approved, LAFCO will consider the Developer’s annexation request. This transfer is necessary as the District will provide fire mitigation services through a contract with Riverside County. The tax share revenue provides the District with funding to pay Riverside

County for the fire service through an existing contract between the District and Riverside County effective through June 20, 2021.

Director Trowbridge moved and Director Trueba seconded approval of Resolution 2020-868 a Resolution Transferring Certain Property Tax Revenue between the County of Riverside and the Rubidoux Community Services District.

Roll Call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 15. CLOSED SESSION.

The reportable action was direction by the Board to execute a Conflict of Interest letter with attorney, John Schatz in regard to Rubidoux Community Services District vs. City of Riverside Case #RIC 200077.

ITEM 16. Directors Comments.

Director Trueba would like to see a Feasibility Study for the cell phone tower.

There will be no budget workshops this year. Last year they were done for a two-year period.

Director Trowbridge made a comment that he would like to see a better quality of the map for the property, involved in ITEM 14 above.

Director Muniz adjourned the meeting at 5:20 pm.

5. CONSIDERATION TO APPROVE JUNE 5, 2020, SALARIES,
EXPENSES AND TRANSFERS

RUBIDOUX COMMUNITY SERVICES DISTRICT
 JUNE 4, 2020 (BOARD MEETING)
 FUND TRANSFER AUTHORIZATION

NET PAYROLL 6/12/20	52,400.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 6/15/20	21,900.00
WIRE TRANSFER: STATE PAYROLL TAXES 6/15/20	4,100.00
WIRE TRANSFER: TO CREDIT UNION	2,500.00
WIRE TRANSFER: PERS RETIREMENT	13,900.00
WIRE TRANSFER: PERS REPLACEMENT BENEFIT	11,000.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	33,464.00
WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES	1,482.00
WIRE TRANSFER: SECTION 125	-
WIRE TRANSFER: SECTION 457	2,205.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

6/5/2020 WATER FUND TO GENERAL FUND-Payables	168,167.19
WATER FUND TO GENERAL FUND-Trash	138,359.51
WATER FUND TO SEWER FUND	112,392.62
 SEWER FUND TO GENERAL FUND-Payables	 7,055.38

INTERFUND TRANSFERS:

6/5/2020 SEWER FUND CHECKING TO LAIF SEWER OP	105,000.00
SEWER FUND CHECKING TO LAIF SEWER ML	-
SEWER FUND CHECKING TO WATER FUND CHECKING	-
LAIF SEWER OP TO SEWER FUND CHECKING	-
LAIF WASTEWATER REPLACEMENT TO LAIF SEWER OP	-
LAIF SEWER ML TO LAIF SEWER OP	1,113.53
LAIF SEWER ML TO SEWER FUND CHECKING	-
LAIF GENERAL TO GENERAL FUND CHECKING	-
LAIF PROPERTY TAX TO GENERAL FUND CHECKING	665,000.00
WATER FUND CHECKING TO LAIF-COP PAYBACK	32,400.00
WATER FUND CHECKING TO LAIF-W.R.	4,600.00
WATER FUND CHECKING TO GENERAL FUND CHECKING	-
LAIF WATER ML TO LAIF WATER REPLACEMENT	-
LAIF WATER ML TO LAIF WATER OPS	37,879.00
LAIF WATER OP TO WATER FUND CHECKING	20,000.00
LAIF WATER RESERVE TO LAIF WATER OP	-
LAIF WATER REPLACE TO LAIF WATER OP	-
LAIF WATER OP TO LAIF FIELD/ADMIN BLDG	-
LAIF COP TO LAIF PROPERTY TAX	-
LAIF COP TO GENERAL FUND CHECKING	79,000.00
LAIF PROPERTY TAX TO LAIF SEWER OP	-

NOTES PAYABLE

<u>DESCRIPTION</u>	<u>BALANCE</u>	<u>PAYMENT</u>	<u>DUE DATE</u>
U.S. Bank Trust (1998 COP's Refunding)	3,125,000 Prin.	565,000	Dec-20
U.S. Bank Trust (1998 COP's Refunding)	414,502 Intr.	79,688	Dec-20
MN Plant-State Revolving Loan	4,259,372 Prin.	127,350	Jul-20
MN Plant-State Revolving Loan	839,371 Intr.	54,748	Jul-20

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PO Number		Inv Date	Immediate GL Account		Check #		Due Date	Discount Date	Discount
GL Date		Inv Date	Immediate GL Account		Credit Card	CC Reference #	Due Date	Payment Date	Total Invoice
1	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	5/1/2020	N	N			5/31/2020	5/1/2020	CE00023-0267
WTR ANALYSES		5/1/2020	N	N			5/31/2020	5/1/2020	\$0.00
6/4/2020				N					\$42.00
2	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	5/1/2020	N	N			5/31/2020	5/1/2020	CE00032-0267
WTR ANALYSES		5/1/2020	N	N			5/31/2020	5/1/2020	\$0.00
6/4/2020				N					\$420.00
3	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	5/1/2020	N	N			5/31/2020	5/1/2020	CE00033-0267
WTR ANALYSES		5/1/2020	N	N			5/31/2020	5/1/2020	\$0.00
6/4/2020				N					\$126.00
4	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	5/8/2020	N	N			6/7/2020	5/8/2020	CE00639-0267
WTR ANALYSES		5/8/2020	N	N			6/7/2020	5/8/2020	\$0.00
6/4/2020				N					\$96.00
5	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	5/13/2020	N	N			6/12/2020	5/13/2020	CE00902-0267
WTR ANALYSES		5/13/2020	N	N			6/12/2020	5/13/2020	\$0.00
6/4/2020				N					\$32.00
6	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	5/15/2020	N	N			6/14/2020	5/15/2020	CE01148-0267
WTR ANALYSES		5/15/2020	N	N			6/14/2020	5/15/2020	\$0.00
6/4/2020				N					\$1,330.00
7	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	5/13/2020	N	N			6/12/2020	5/13/2020	CD00314CRV
CREDIT		5/13/2020	N	N			6/12/2020	5/13/2020	\$0.00
6/4/2020				N					(\$420.00)
8	BPS B'S POOL SUPPLIES / B.P.S. B's POOL SUPPLIES	5/13/2020	N	N			6/12/2020	5/13/2020	102894
SODIUM HYPO		5/13/2020	N	N			6/12/2020	5/13/2020	\$0.00
6/4/2020				N					\$1,471.57
9	CROWN ACE HARDWARE / CROWN ACE HARDWARE	5/10/2020	N	N			6/9/2020	5/10/2020	080542
SIGNAGE		5/10/2020	N	N			6/9/2020	5/10/2020	\$0.00
6/4/2020				N					\$28.20
10	DIGITAL_STREAMLINE / DIGITAL DEPLOYMENT, INC	5/18/2020	N	N			6/17/2020	5/18/2020	105116
WEBSITE		5/18/2020	N	N			6/17/2020	5/18/2020	\$0.00
6/4/2020				N					\$400.00
11	ELECTRONICS WAREHOUSE / ELECTRONICS WARE	5/7/2020	N	N			6/6/2020	5/7/2020	T-224365
CONNECTORS		5/7/2020	N	N			6/6/2020	5/7/2020	\$0.00
6/4/2020				N					\$19.58
12	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI	5/12/2020	N	N			6/11/2020	5/12/2020	012K3865
PVC PARTS		5/12/2020	N	N			6/11/2020	5/12/2020	\$0.00
6/4/2020				N					\$68.11
13	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI	5/12/2020	N	N			6/11/2020	5/12/2020	012K3866
VALVE		5/12/2020	N	N			6/11/2020	5/12/2020	\$0.00
6/4/2020				N					\$129.89
14	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI	5/14/2020	N	N			6/13/2020	5/14/2020	012K3939
PVC PARTS		5/14/2020	N	N			6/13/2020	5/14/2020	\$0.00
6/4/2020				N					\$341.87
15	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI	5/14/2020	N	N			5/13/2020	5/14/2020	012K3940
PVC PARTS		5/14/2020	N	N			5/13/2020	5/14/2020	\$0.00
6/4/2020				N					\$68.11
16	HOME DEPOT / HOME DEPOT CREDIT SERVICES	5/13/2020	N	N			6/12/2020	5/13/2020	013806/4021719
SUPPLIES/TOOLS		5/13/2020	N	N			6/12/2020	5/13/2020	\$0.00
6/4/2020				N					\$230.76
17	INFOSEND / INFOSEND, INC	4/30/2020	N	N			5/30/2020	4/30/2020	171288
APR '20 BILLS/PSGT		4/30/2020	N	N			5/30/2020	4/30/2020	\$0.00
6/4/2020				N					\$3,118.47

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PO Number		Immediate GL Account			Check #				Discount
GL Date					Credit Card	CC Reference #		Payment Date	Total Invoice
35	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	5/19/2020	✓	N	✓		6/18/2020	5/19/2020	CE01490-0267
WTR ANALYSES									\$0.00
6/4/2020					N				\$96.00
36	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	5/21/2020	✓	N	✓		6/20/2020	5/21/2020	CE01667-0267
WTR ANALYSES									\$0.00
6/4/2020					N				\$360.00
37	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	5/21/2020	✓	N	✓		6/20/2020	5/21/2020	CE01676-0267
WTR ANALYSES									\$0.00
6/4/2020					N				\$210.00
38	CROWN ACE HARDWARE / CROWN ACE HARDWARE	5/15/2020	✓	N	✓		6/14/2020	5/15/2020	080577
FASTENERS									\$0.00
6/4/2020					N				\$24.77
39	ELROD / ELROD FENCE CO. INC	5/21/2020	✓	N	✓		6/20/2020	5/21/2020	15072
FENCE RPRS									\$0.00
6/4/2020					N				\$1,729.00
40	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI	5/21/2020	✓	N	✓		6/20/2020	5/21/2020	012K4087
PARTS									\$0.00
6/4/2020					N				\$261.00
41	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI	5/21/2020	✓	N	✓		6/20/2020	5/21/2020	012K4088
PVC PARTS									\$0.00
6/4/2020					N				\$65.92
42	HERCULES / HERCULES INDUSTRIES, INC	5/13/2020	✓	N	✓		6/12/2020	5/13/2020	110449
LOCKS									\$0.00
6/4/2020					N				\$351.37
43	LAWNMOWER CENTER / LAWMOWER CENTER	5/18/2020	✓	N	✓		6/17/2020	5/18/2020	11693
R&M EQUIP									\$0.00
6/4/2020					N				\$99.76
44	MERIT OIL / MERIT OIL COMPANY	5/15/2020	✓	N	✓		5/30/2020	5/15/2020	580870
DIESEL FUEL									\$0.00
6/4/2020					N				\$136.92
45	R&D MECHANICAL / R&D MECHANICAL SUPPLY, INC	5/11/2020	✓	N	✓		6/10/2020	5/11/2020	11003528
WRENCH									\$0.00
6/4/2020					N				\$65.25
46	SQCAL TRUCK / SQCAL TRUCKWORKS	5/20/2020	✓	N	✓		6/19/2020	5/20/2020	9395
R&M TRK									\$0.00
6/4/2020					N				\$40.07
47	SCAQMD / SCAQMD	5/6/2020	✓	N	✓		7/1/2020	5/6/2020	3647574
ICE/GEN 5780 RVRVW									\$0.00
6/4/2020					N				\$421.02
48	SCAQMD / SCAQMD	5/6/2020	✓	N	✓		7/1/2020	5/6/2020	3650681
FLT FEE 5780 RVRVW									\$0.00
6/4/2020					N				\$136.40
49	SOUTH COAST AQMD / SOUTH COAST AQMD	5/1/2020	✓	N	✓		7/1/2020	5/1/2020	3642995
HOT SPOTS 1 MORAGA									\$0.00
6/4/2020					N				\$137.63
50	SOUTH COAST AQMD / SOUTH COAST AQMD	5/1/2020	✓	N	✓		7/1/2020	5/1/2020	3642997
HOT SPOTS 5288 BELL									\$0.00
6/4/2020					N				\$137.63
51	SOUTH COAST AQMD / SOUTH COAST AQMD	5/1/2020	✓	N	✓		7/1/2020	5/1/2020	3643118
HOT SPOTS 5248 RVRVW									\$0.00
6/4/2020					N				\$137.63

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Check #	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account	GL Account		Credit Card	CC Reference #	Payment Date	Discount	Total Invoice
52	SOUTH COAST AQMD / SOUTH COAST AQMD ✓								3643247 ✓
	HOT SPOTS 5780 RVRVW	5/1/2020 ✓	N	N			7/1/2020 ✓	5/1/2020	\$0.00
	6/4/2020 ✓				N				\$137.63 ✓
53	SOUTH COAST AQMD / SOUTH COAST AQMD ✓								3643845 ✓
	HOT SPOTS 5245 34TH	5/1/2020 ✓	N	N			7/1/2020 ✓	5/1/2020	\$0.00
	6/4/2020 ✓				N				\$137.63 ✓
54	SOUTH COAST AQMD / SOUTH COAST AQMD ✓								3644880 ✓
	HOT SPOTS 3450 DALY	5/1/2020 ✓	N	N			7/1/2020 ✓	5/1/2020	\$0.00
	6/4/2020 ✓				N				\$137.63 ✓
55	UPS / UNITED PARCEL SERVICE ✓								000F908W2200 ✓
	POSTAGE	5/16/2020 ✓	N	N			6/15/2020 ✓	5/16/2020	\$0.00
	6/4/2020 ✓				N				\$52.27 ✓
56	BLAIS / BLAIS & ASSOCIATES, INC ✓								042020RCS1 ✓
	GRNT CNSLT	5/14/2020 ✓	N	N			6/13/2020 ✓	5/14/2020	\$0.00
	6/4/2020 ✓				N				\$525.00 ✓
57	BLAIS / BLAIS & ASSOCIATES, INC ✓								042020RCS2 ✓
	GRNT CNSLT	5/14/2020 ✓	N	N			6/13/2020 ✓	5/14/2020	\$0.00
	6/4/2020 ✓				N				\$577.50 ✓
58	CROWN ACE HARDWARE / CROWN ACE HARDWARE ✓								080602 ✓
	KEY BLNKS	5/22/2020 ✓	N	N			6/21/2020 ✓	5/22/2020	\$0.00
	6/4/2020 ✓				N				\$13.41 ✓
59	EVOQUA / EVOQUA WATER TECH LLC ✓								904441163 ✓
	CRBN EXCHG WELL 2	4/30/2020 ✓	N	N			5/30/2020 ✓	4/30/2020	\$0.00
	6/4/2020 ✓				N				\$85,761.46 ✓
60	HAZEN / HAZEN AND SAWYER ✓								0000002 ✓
	PFAS CNSLT	5/15/2020 ✓	N	N			6/14/2020 ✓	5/15/2020	\$0.00
	6/4/2020 ✓				N				\$37,879.00 ✓
61	JADTEC SECURITY / JADTEC SECURITY SVCS, INC. ✓								2153487 ✓
	SVC CALL FLD OFC	5/19/2020 ✓	N	N			5/19/2020 ✓	5/19/2020	\$0.00
	6/4/2020 ✓				N				\$165.61 ✓
62	JADTEC SECURITY / JADTEC SECURITY SVCS, INC. ✓								2153989 ✓
	MONITORING	6/1/2020 ✓	N	N			6/11/2020 ✓	6/1/2020	\$0.00
	6/4/2020 ✓				N				\$53.85 ✓
63	MERIT OIL / MERIT OIL COMPANY ✓								581262 ✓
	GASOLINE	5/20/2020 ✓	N	N			6/4/2020 ✓	5/20/2020	\$0.00
	6/4/2020 ✓				N				\$909.41 ✓
64	R&D MECHANICAL / R&D MECHANICAL SUPPLY, INC ✓								11003529 ✓
	R&M WTR	5/11/2020 ✓	N	N			6/10/2020 ✓	5/11/2020	\$0.00
	6/4/2020 ✓				N				\$652.50 ✓
65	R&D MECHANICAL / R&D MECHANICAL SUPPLY, INC ✓								11003547 ✓
	CORP STOPS	5/15/2020 ✓	N	N			6/14/2020 ✓	5/15/2020	\$0.00
	6/4/2020 ✓				N				\$1,256.06 ✓
66	RELIABLE / RELIABLE WORKPLACE SOLUTIONS ✓								AR92958 ✓
	MAY COPIER USG	5/22/2020 ✓	N	N			6/21/2020 ✓	5/22/2020	\$0.00
	6/4/2020 ✓				N				\$230.59 ✓
67	RICHARDS, WATSON, GERSON / RICHARDS, WATSON ✓								226746 ✓
	CITY RVSD LITGN	5/14/2020 ✓	N	N			6/13/2020 ✓	5/14/2020	\$0.00
	6/4/2020 ✓				N				\$1,243.00 ✓
68	SCE / SCE ✓								20L2024179475.A ✓
	WTR PMP ENRGY	5/23/2020 ✓	N	N			6/11/2020 ✓	5/23/2020	\$0.00
	6/4/2020 ✓				N				\$27,754.87 ✓

527,909.94

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PO Number		Immediate GL Account	GL Account		Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
69	SCE / SCE ✓							20L202417947.B ✓
FLD OFC UTILITY		5/23/2020 ✓	N	N		6/11/2020 ✓	5/23/2020	\$0.00
6/4/2020 ✓								\$155.07 ✓
70	SOCAL TRUCK / SOCAL TRUCKWORKS ✓							9396 ✓
R&M TRK		5/20/2020 ✓	N	N		6/19/2020 ✓	5/20/2020	\$0.00
6/4/2020 ✓								\$152.91 ✓
71	VIZCAINO / VIZCAINO, MARIA ✓							11424080-01 ✓
RFND OVRPYMT		5/26/2020 ✓	N	N		6/25/2020 ✓	5/26/2020	\$0.00
6/4/2020 ✓								\$891.17 ✓
72	RIVERSIDE COUNTY CDF / RIVERSIDE COUNTY CDF ✓							233600 ✓
Q3 FY 19/20		4/30/2020 ✓	N	N		5/30/2020 ✓	4/30/2020	\$0.00
6/4/2020 ✓								\$519,595.39 ✓
73	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0512-052620.A ✓
COMM TRSH 5/12-5/26		5/27/2020 ✓	N	N		6/26/2020 ✓	5/27/2020	\$0.00
6/4/2020 ✓								\$31,821.98 ✓
74	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0512-052620.B ✓
RES TRSH 5/12-5/26		5/27/2020 ✓	N	N		6/26/2020 ✓	5/27/2020	\$0.00
6/4/2020 ✓								\$106,537.53 ✓
75	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0512-052620.C ✓
RCSD SHR COMM		5/27/2020 ✓	N	N		6/26/2020 ✓	5/27/2020	\$0.00
6/4/2020 ✓								(\$3,182.20) ✓
76	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0512-052620.D ✓
RCSD SHR RES		5/27/2020 ✓	N	N		6/26/2020 ✓	5/27/2020	\$0.00
6/4/2020 ✓								(\$951.91) ✓
77	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0512-052620.E ✓
BILLING FEE		5/27/2020 ✓	N	N		6/26/2020 ✓	5/27/2020	\$0.00
6/4/2020 ✓								(\$3,000.00) ✓
78	THERMAL COOL / THERMAL-COOL, INC. ✓							WO-0016681 ✓
R&M HVAC		5/20/2020 ✓	N	N		6/19/2020 ✓	5/20/2020	\$0.00
6/4/2020 ✓								\$382.00 ✓

Grand Totals

Total Direct Expense: \$837,025.54
 Total Direct Expense Adj: (\$7,554.11) ①
 Total Non-Electronic Transactions: \$829,471.43 ②

Report Summary

Report Selection Criteria
 Report Type: Condensed
 Start: Start
 End: End
 Transaction Number: Start

① 7,554.11
 7,134.11 Tri-Co
 420.00 Bobcat
7,554.11
 .00

② 829,471.43
 831,676.43
2,205.00

PR 5/29/20
 2,205 Lincoln
.00

JMS
 5.28.20

6. ACKNOWLEDGEMENTS – MEMBERS OF THE PUBLIC MAY
ADDRESS THE BOARD AT THIS TIME ON ANY NON-AGENDA
MATTER

7. CORRESPONDENCE AND RELATED INFORMATION

8. MANAGER'S REPORT

- a) Operations Report
- b) Emergency and Incident Report

9. CONSIDER APPROVAL OF DISTRICT 401(A) PLAN – **DM 2020-39**

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr.
Armando Muniz
Bernard Murphy
John Skerbelis
F. Forest Trowbridge

General Manager

Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2020-39

June 4, 2020

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Approval of District 401(a) Plan

BACKGROUND:

At its April 16, 2020 Board Meeting the Board authorized the General Manager and Director of Finance & Administration to proceed with effort to establish a District 401(a) Plan ("Plan").

Currently the District offers a 457(b) Plan to employees which allows employees to defer salaries up to the federally established annual deferral limit. The current annual deferral limit is \$19,500, and for employees 50 and older the deferral limit is \$26,000.

The General Manger Position employment contract provides a base salary plus a deferred contribution of a certain percentage of the base salary. Currently the deferred contribution amount would have to be placed into the 457(b) Plan account of the employee and counts toward meeting the annual deferral limit.

With establishment of a District 401(a) Plan, deferred contributions by the District can be placed in the 401(a) Plan account for the employee leaving the full annual deferral limit amount of the 457(b) Plan available to the employee. There is no net cost to the District beyond the initial Plan establishment cost.

Staff has worked with Lincoln Financial and Best, Best & Krieger to prepare the following: 1) Rubidoux Community Services District 401(a) Retirement Plan, and 2) Trust Agreement For The Rubidoux Community Services District 401(a) Retirement Plan. These two documents if approved by the Board establish the Plan and Trust Agreement so the Plan can be administered in a manner consistent with all fiduciary requirements.

RECOMMENDATION:

Staff recommends the Board of Directors approve and authorize the Board President to sign the following:

1. Rubidoux Community Services District 401(a) Retirement Plan
2. Trust Agreement For The Rubidoux Community Services District 401(a) Retirement Plan

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attachment:

1. Rubidoux Community Services District 401(a) Retirement Plan
2. Trust Agreement For The Rubidoux Community Services District 401(a) Retirement Plan

ATTACHMENT !

RUBIDOUX COMMUNITY SERVICES DISTRICT

401(a) RETIREMENT PLAN

Effective January 1, 2020

Prepared by Best Best & Krieger LLP

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RUBIDOUX COMMUNITY SERVICES DISTRICT

401(a) RETIREMENT PLAN

INTRODUCTION

RUBIDOUX COMMUNITY SERVICES DISTRICT (“Employer”) hereby adopts the RUBIDOUX COMMUNITY SERVICES DISTRICT 401(a) RETIREMENT PLAN (the “Plan”), effective January 1, 2020, except as otherwise indicated.

ARTICLE I GENERAL DEFINITIONS

For purposes of the Plan, the following words and phrases, when used herein, shall have the following meanings, unless their context clearly indicates otherwise or an Article specifically provides otherwise:

1.1 Account. “Account” or “Accounts” shall mean any of the individual accounts maintained by the Employer to record a Participant’s interest in the Trust.

1.2 Administrator. “Administrator” shall mean the Employer, as described in Article III.

1.3 Anniversary Date. “Anniversary Date” shall mean December 31 of each year.

1.4 Beneficiary. “Beneficiary” shall mean a person who will become entitled to receive benefits under the Plan upon the death of a Participant, as provided in Article IX.

1.5 Code. “Code” shall mean the Internal Revenue Code of 1986, amendments thereto and Regulations issued thereunder.

1.6 Compensation.

(a) “Compensation” for any Participant who is not a New Member shall mean a Participant’s wages or salary paid by the Employer during the Plan Year within the meaning of Code Section 3401(a).

(1) For the purposes of applying the limitations under Code Section 415, “Compensation” paid or made available during the Plan Year shall also include any amount which is contributed or deferred by the Employer at the election of Employee and which is not includible in the gross income of the Participant by reason of Code Section 125, 132(f)(4), 457, 402(h) and 403(b).

(2) Effective for Plan Years beginning on or after January 1, 2007, "Compensation" shall also include any amount which is paid within two and one-half (2.5) months following a Severance from Employment or by the end of the Plan Year in which the Severance from Employment occurs, including the following types of payments:

(i) Regular Pay. Compensation attributable to services performed by Employee during the Employee's regular working hours as well as outside the Employee's regular working hours (including overtime, commissions, bonuses, or other similar payments) and which would have been paid prior to the Employee's Severance from Employment if the Employee had continued in employment with Employer.

(ii) Accrued Paid Leave. Amounts paid for unused accrued bona fide sick, vacation or other leave provided the Employee would have been able to use the leave prior to Severance from Employment.

(iii) Deferred Compensation. Compensation paid to the Employee pursuant to a nonqualified deferred compensation plan sponsored by the Employer and includible in the Employee's gross income so long as the payment would have been made if the Employee had continue in employment with Employer.

(3) "Compensation" shall not include any severance payments or salary continuation payments paid by the Employer due to military service or Disability.

(b) "Compensation" for any Participant who is a New Member shall mean "Pensionable Compensation," as defined in California Government Code Section 7522.34. "Pensionable Compensation" means the normal monthly rate of pay or base pay of the Employee paid in cash to similarly situated Employees of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. "Pensionable Compensation" shall not include the following:

(1) Compensation previously provided in kind to the Employee, or paid directly to a third party other than the Plan for the Employee's benefit and that was converted to and received by the Employee in the form of a cash payment.

(2) One-time or ad hoc payments.

(3) Severance or other payment granted or awarded to an Employee in connection with or in anticipation of separation from employment, but received while the Employee is employed.

(4) Payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated, whether paid in a lump sum or otherwise, regardless of when reported or paid.

(5) Payments for additional services rendered outside of normal working hours, whether paid in a lump sum or otherwise.

(6) Any Employer-provided allowance, reimbursement, or payment, including, but not limited to, one made for housing, vehicle, or uniforms.

(7) Overtime compensation.

(8) Employer contributions to deferred compensation or defined contribution plans.

(9) Bonuses.

(10) Any amounts the Board determines: (1) were paid to increase the Employee's retirement; (2) are inconsistent with PEPRAs definition of "Pensionable Compensation"; or (3) should not be considered "Pensionable Compensation."

1.7 Compensation Limit. "Compensation Limit" shall mean the maximum amount of Compensation (as defined in Section 1.6) that shall be taken into account for each Participant during each Plan Year for determining all benefits provided under the Plan, as provided herein. The annual Compensation Limit for each Participant for each Plan Year after January 1, 2020 shall be \$285,000, as adjusted by the Commissioner of Internal Revenue for increases in the cost-of-living in accordance with Code Section 401(a)(17)(B). Annual Compensation means Compensation during the Plan year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the "determination period"). The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined beginning in such calendar year. If a determination period consists of fewer than 12 months, the annual Compensation Limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

1.8 Computation Period. "Computation Period" shall mean each twelve (12) month period designated in the Plan for the purposes of determining benefit accrual.

1.9 Disability. "Disability" shall mean the inability of a Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. A Participant shall be considered permanently and totally disabled for purposes of this Plan, upon providing the Plan Administrator notice of a Social Security disability determination.

1.10 Employee. “Employee” shall mean any person employed by the Employer on a full-time basis and whose Compensation is subject to withholding of federal and state income tax and/or for whom Social Security contributions are made by the Employer. “Employee” shall not include any Leased Employees, as defined in Code Section 414(n)(2).

1.11 Employer. “Employer” shall mean RUBIDOUX COMMUNITY SERVICES DISTRICT.

1.12 Fund or Trust Fund. “Fund” or “Trust Fund” shall mean all monies, securities and assets held by the Trustee for the benefit of Participants of the Plan.

1.13 Limitation Year. “Limitation Year” shall mean, for the purposes of applying the limitations of Section 415 of the Code, the consecutive twelve (12) month period adopted by the Employer beginning January 1 and ending December 31.

1.14 New Member. “New Member” shall mean an individual classified by the California Public Employees Retirement System as a New Member under PEPRA.

1.15 Normal Retirement Date. “Normal Retirement Date” for each Participant shall mean the date on which the Participant reaches the age of sixty-two (62) years. Each Participant shall be entitled to retire on such date. In the event a Participant continues in active service after reaching his or her normal retirement age, he or she shall continue to participate in the Plan.

1.16 Participant. “Participant” shall mean an Employee or former Employee who has become eligible to acquire an interest in the Trust as set forth in Section 4.1 of this Plan which has not become distributable and who has not waived his or her right of participation.

1.17 PEPRA. “PEPRA” shall mean the California Public Employees’ Pension Reform Act of 2013.

1.18 Plan. “Plan” shall mean the RUBIDOUX COMMUNITY SERVICES DISTRICT 401(a) RETIREMENT PLAN set forth herein, including all subsequent amendments or modifications.

1.19 Plan Year. “Plan Year” shall mean the twelve (12) consecutive month period adopted by the Employer commencing on January of each year and ending on December 31.

1.20 Severance from Employment. “Severance from Employment” shall mean the Participant’s cessation of employment from or by the Employer sponsoring the Plan. An Employee shall be treated as having experienced a Severance from Employment during a period of qualified military service (as described under Code Section 414(u)).

1.21 Spouse. “Spouse” shall mean the person to whom the Participant is legally married under applicable law.

1.22 Trust. "Trust" shall mean the Trust established pursuant to Article II and the accompanying Trust Agreement.

1.23 Trustee. "Trustee" shall mean the Trustee or the successors of such Trustee named under the Trust Agreement executed concurrently with the Plan pursuant to Article II.

ARTICLE II TRUSTEE AND TRUST FUND

Contributions under the Plan and all other assets of the Plan shall be held in Trust under a Trust Agreement between the Employer and the Trustee. The Trustee shall hold, invest and distribute the trust fund and the income and gains therefrom in accordance with the provisions of such Trust Agreement. The Trust Agreement, contained in a separate document, is hereby incorporated by reference.

ARTICLE III ADMINISTRATION

3.1 Administration of Plan. The Employer shall be the Administrator of the Plan with authority to control and manage its operation and administration. The Administrator shall make such rules, regulations, interpretations and computations and shall take such other action to administer the Plan as it may deem appropriate. The Administrator shall have absolute discretion in carrying out its responsibilities and its decisions shall be conclusive and binding on all parties.

3.2 Administrator's Powers. The Employer shall have all necessary and appropriate powers including, but not limited to, the following:

(a) to determine all questions relating to the interpretation, application and administration of the Plan, including questions as to eligibility to participate and claims submitted by a participant or individual;

(b) to maintain all necessary records for the administration of the Plan, other than those records maintained by the Trustee;

(c) to authorize and instruct the Trustee to make disbursements from the Trust to purchase life insurance in accordance with the provisions of the Trust Agreement;

(d) to delegate to others any of its rights, powers, duties and responsibilities;

(e) to direct the Trustee, in writing, from time to time, to retain, sell, exchange or lease any property of the trust estate, to invest trust funds, or to purchase for the Trust any property which it designates; and

(f) to establish a funding policy and method for the Plan.

3.3 Expenses and Compensation. The Employer shall not receive compensation for the administration of the Plan. Any expenses related to the administration and operation of the Plan shall be paid from Plan assets to the extent such expenses are not paid by the Employer. Expenses paid with Plan assets will generally be allocated among the Accounts of all Participants in the Plan during the Plan Year. These expenses will be allocated either proportionally based on the value of the account balances or as an equal dollar amount based on the number of participants in the Plan. For expenses or costs which can be attributed to a Participant or specific group of Participants, such expense shall be charged directly to the account of the Participant incurring the expense. The Employer may establish a fee schedule for certain administrative transactions, including plan loans and lump sum distributions; however, any fee schedule adopted by the Employer shall be applied in a uniform and nondiscriminatory manner and will be disclosed to the Participants prior to any transaction subject to a fee.

3.4 Consultants. The Employer may employ such persons or organizations to render advice or to perform services with respect to the responsibilities of the Employer under the Plan which it, in its sole discretion, determines necessary and appropriate. Such persons or organizations shall have no discretionary authority or responsibility in the management, operation or administration of the Plan. Such persons or organizations may include, without limitation, actuaries, attorneys, accountants and benefit, financial and administrative consultants.

3.5 Fiduciary Duties. Any person to whom any fiduciary responsibilities with respect to the Plan may be allocated or delegated shall discharge his or her duties and responsibilities with respect to the Plan in accordance with the laws of the State of California.

3.6 Indemnification of Fiduciary. The Employer shall indemnify and hold harmless any persons to whom any of the Employer's fiduciary responsibilities under the Plan are allocated or delegated, from and against any and all liabilities, claims, demands, costs and expenses, including attorneys' fees, arising out of any alleged breach in the performance of their fiduciary duties under the Plan, other than such liabilities, claims, demands, costs and expenses as may result from the gross negligence or willful misconduct of such persons. The Employer, in its discretion, may conduct the defense of such person(s) in any proceeding to which this Section applies. In addition, the Employer may satisfy its obligations under this Section through the purchase of a policy or policies of insurance providing equivalent protection and coverage.

3.7 Use of Electronic Medium for Participant Notices and Elections.

(a) Definition of Electronic Medium. "Electronic medium" means an electronic method of communication system between the Plan Administrator, or its designated representative, and Recipient

thereby allowing each party to send and receive notice and elections through the same medium. The only form of electronic communication permitted by the Plan shall be via electronic mail on the Employer's network or intranet, through an interactive website, or to a private e-mail address supplied by the Recipient for communication purposes. The electronic medium must be designed so that the information provided is no less understandable to the receiving party than a written paper document. The electronic medium shall be designed to alert the Recipient, at the time a notice is provided, to the significance of the information in the notice (including identification of the subject matter of the notice), and provide any instructions needed to access the notice, in a manner than is readily understandable. The electronic medium shall be designed to preclude any person, other than the appropriate individual, from making a participant election or accessing individual participant account information.

For purposes of this Section 3.7, "Recipient" shall mean an Employee, Participant, or other individual to the extent such individual has a vested interest in the Plan.

(b) Disclosure and Consent Requirements.

(1) Disclosure Statement. Prior to electronically transmitting any consent or notice to the Recipient, the Plan Administrator shall provide a statement which contains the following: (i) informs the Recipient of the right to receive a paper document of the notice or other Plan-related material either prior to or after giving consent to electronic transmission; (ii) informs the Recipient of the right to withdraw his or her consent at any time and the procedures for withdrawal, including any conditions, consequences, or fees arising from such withdrawal; (iii) describes the scope and duration of the consent as it related to various plan transactions; (iv) describes the procedures for updating Recipient contact information; and (v) describes the hardware or software requirements needed to access and retain the notice.

(2) Consent. The Plan Administrator shall be exempt from the consent requirements of Section 101(c) of the Electronic Signatures in Global and National Commerce Act (E-SIGN) provided the electronic medium used to provide notices and Plan-related material is a medium that the Recipient has the effective ability to access and the Recipient is advised, each time a notice is transmitted, that he or she can request to receive the notice in paper form at no charge. The form of electronic medium utilized by this Plan shall be through an interactive website requiring the Recipient to register an e-mail address for communication purposes.

(3) Changes in Hardware or Software Requirements. In the event of any changes in the hardware or software requirements needed to access the electronic medium, the Plan Administrator, or its designated representative, shall provide a statement to each Recipient of the revised

requirements and the right to withdraw consent to receive electronic delivery of Plan-related materials without consequence.

(c) Participant Elections. The Plan Administrator, or its designated representative, shall be permitted to electronically distribute participant elections by electronic medium. Each Recipient who is provided with enrollment or election information via electronic medium will also be informed by the Plan Administrator that he or she may receive a paper copy of the relevant documents upon request. A participant election will not be treated as being made available to an individual if such individual cannot effectively access the electronic medium for purposes of making the election. An election completed by a Recipient via electronic medium shall be deemed as being provided in written form so long as the following requirements are satisfied:

(i) The Recipient has a reasonable opportunity review, confirm, modify or rescind the terms of the election before the election becomes effective

(ii) The Recipient receives, within a reasonable time, a confirmation of the election either through written paper form or by electronic mail (e-mail).

(d) Timing and Content of Elections and Notices. The provisions of this Section 3.7 shall in no way affect or alter the timing or content requirements applicable to each individual notice or document.

ARTICLE IV ELIGIBILITY AND PARTICIPATION

4.1 Eligibility. The General Manager of Employer is eligible to participate in the Plan.

4.2 Participation. An Employee who has become eligible to participate in the Plan shall become a Participant on the later of the date he or she satisfies the eligibility requirements of Section 4.1 or the effective date of this Plan.

4.3 Accrual of Benefits. A Participant shall be entitled to his or her interest in the Employer contributions under Sections 5.1 and 5.3 for each Plan Year of employment.

4.4 Duration of Participation. Participation continues until a Participant who has terminated employment incurs a Severance from Employment. In the event an Employee whose participation has terminated is re-employed, he or she shall resume Participation on the date of the commencement of re-employment.

4.5 Employment after Retirement. Effective January 1, 2013, a former Participant receiving a benefit from the Plan may not be reemployed by the Employer without

reinstatement from retirement and suspension of benefit payments, unless an exception under California Government Code Section 7522.56 applies.

4.6 Special Rule for Qualified Military Service. Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. Effective for years beginning after December 31, 2008, an individual receiving from the Employer a differential wage payment, as defined in Code Section 3401(h)(2), shall be treated as an Employee of the Employer and the differential wage payments shall be treated as Compensation for purposes of determining vesting and benefit accrual. The Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

ARTICLE V CONTRIBUTIONS

5.1 Employer Contributions.

(1) The Employer shall annually pay into the Trust, on behalf of the General Manager in accordance with the terms of a separate employment agreement between the General Manager and Employer, an amount equal to the amount that would otherwise be contributed by the Employer on behalf of the General Manager to CalPERS but for the limit on pensionable compensation set forth in California Government Code Section 7522.10(c) and subject to any regulations or opinions issued by the CalPERS Board of Administration and/or the California Attorney General's Office.

(2) The Employer shall make an additional contribution on behalf of the General Manager in accordance with the terms of a separate employment agreement between the General Manager and Employer, in an amount equal to a percentage of Compensation below the pensionable compensation limit established by California Government Code Section 7522.10(c).

5.2 Timing of Employer Contribution. Contributions made pursuant to Section 5.1 shall be made no later thirty (30) days following the close of the Plan Year.

5.3 Irrevocable Election of Paid Time Off. The General Manager and any future participant may in any year make an irrevocable election before his or her future paid time off is accrued to pay into this Plan on such participant's behalf the value of such paid time off when such accrued paid time off is payable.

ARTICLE VI
ALLOCATION TO PARTICIPANTS' ACCOUNTS

6.1 Allocation to Retirement Account. A separate Retirement Account shall be established for each Participant and shall be credited annually with Employer contributions allocated to the Participant under Sections 5.1 and 5.3.

6.2 Annual Valuation and Change in Value. The Trustee shall determine, as of the last day of each Plan Year and on such other dates as the Administrator shall determine, the fair market value of the net Trust assets. The Administrator shall allocate the profits to, or charge the losses against, the respective Accounts of the Participants in proportion to the balances of the Account as of the most recent valuation date.

6.3 Directed Accounts. The Employer may, in its discretion in a uniform and nondiscriminatory manner, permit Participants to direct the Trustee as to all or part of the investment of his or her Accounts, as provided in the Trust Agreement. Directed accounts shall be credited or charged with investment gains or losses of the assets in such accounts.

6.4 Interest in Trust Assets. Nothing herein contained shall be deemed to give any Participant any interest in any specific assets of the Trust and each Participant shall only have the right to receive payment at the time or times and upon the terms and conditions expressly set forth in the Plan.

6.5 Transfer From Other Qualified Plans; Rollover Contributions. The Plan will accept an Eligible Rollover Distribution (as defined in Section 9.7(c)) from another Eligible Retirement Plan on behalf of a Participant pursuant to the following:

(a) Permissible Types of Rollover Contributions.

The Plan shall accept an eligible rollover distribution from –

(1) a qualified plan and trust, as defined in Section 401(a) of the Code or 403(a) of the Code, excluding contributions previously characterized by the Employee as a designated Roth contribution under Section 402A of the Code;

(2) an annuity contract described in Section 403(b) of the Code

(3) an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; and

(4) an individual retirement account that meets the requirements of Section 408(d)(3)(A)(ii), excluding an individual retirement account designated as a "Roth IRA" under Section 408A of the Code at the time of establishment.

(b) Requirements for Rollover Contribution. Such rollover or transfer must comply with the requirements of Section 402 of the Code. The assets to be transferred must be accompanied by written representations, satisfactory to the Plan Administrator, identifying the transferor plan, stating the name of the Employee, and providing such other information as the Plan Administrator may require. The Plan Administrator may require that certain assets be reduced to cash in order that the rollover or transfer be accepted by the Plan. However, in the event the Plan Administrator accepts a rollover or transfer in kind from a plan under which the Employee was allowed to direct the investment of such amounts, the Plan Administrator shall allow the Participant to continue to direct the investment of such rollover or transfer account.

In addition, the receipt of assets under this Section shall be subject to the following conditions:

(1) no transfer shall be in an amount less than One Hundred Dollars (\$100);

(2) transfers may be in cash or in-kind. The Trustee shall establish nondiscriminatory rules regarding the acceptance or nonacceptance of in-kind transfers;

(3) no amount may be transferred to the Plan without the prior approval of the Trustee. The Trustee shall act in a uniform, nondiscriminatory manner in this regard;

(4) all transfers shall be paid to the Trustee to hold in the Trust;

(5) a separate Account shall be established and maintained for each Participant who has made a transfer;

(6) the Participants' interest in the Account shall be fully vested and nonforfeitable;

(7) the Participant may notify the Employer in writing, at the time designated by the Employer that his or her in-kind transfers are to be sold. Any expenses of sale shall be allocated to that Participant's Account;

(8) the amount held in the Account shall be paid to the Participant upon the Participant's request. Any distribution of such amounts shall be made in accordance with the applicable provisions of Article IX;

(9) if it is determined that a Participant's transfer mistakenly failed to qualify under the Code as a tax-free rollover, it shall be immediately corrected as follows:

(i) the amount of the rollover contribution, plus any earnings attributed to that contribution shall be segregated from all other Plan assets;

(ii) treated as a non-qualified trust established by and for the benefit of the Participant; and

(iii) distributed to the Participant within a reasonable amount of time after the determination that the rollover is not valid.

(10) No Transfer of Benefit Options. If a direct rollover is received by the Administrator from another qualified plan, the Plan is not required to provide, with respect to amounts paid to it in such a direct rollover, the same optional forms of benefit that were provided under the transferor plan.

ARTICLE VII VESTING OF INTEREST

7.1 Vesting. The Accounts of each Participant shall be fully vested and nonforfeitable at all times.

7.2 Lost Participants.

(a) Location of Lost Participant. The Employer shall take all necessary steps, upon the termination of participation, to ascertain the whereabouts of a lost Participant or Beneficiary whose benefit is payable. These steps shall include, without limitation, utilizing the letter forwarding services of the Social Security Administration and the Internal Revenue Service.

(b) Mandatory Distribution. If the Account balance of a lost Participant or Beneficiary is \$1,000.00 or more but less than \$5,000, and the Employer has exhausted its efforts to locate the missing Participant or Beneficiary, then the Plan Administrator will distribute the entire Account via a direct rollover to an individual retirement plan designated by the Plan Administrator.

(c) Forfeiture. If the Account balance of a lost Participant or Beneficiary is less than \$1,000.00, and the Employer has exhausted its efforts to locate the missing Participant or Beneficiary and the Plan Administrator has concluded that a Participant or Beneficiary cannot be located, the Participant's entire Account(s) may be forfeited and allocated as provided in Section 6.1. In the event the lost Participant subsequently claims his or her vested benefit, the vested portion of the Account(s) shall be reinstated and distributed as provided in Article IX.

7.3 Forfeiture for Felony Conviction.

(a) Any Participant who is convicted of a felony under state or federal law for conduct arising out of his or her official duties, in the pursuit of the office or appointment, or in connection with obtaining salary, disability retirement, service retirement, or other benefits, or conduct committed within the scope of his or her official duties involving contact with children, shall forfeit all rights and benefits in this Plan which accrued from the date of commission of the felony to the date of conviction, and shall not accrue further benefits in this Plan effective on the date of conviction, as provided in California Government Code Sections 7522.72 and 7522.7.

(b) Contributions made to the Plan by the convicted Participant on or after the earliest date of the commission of any felony described above shall be returned, without interest, to the Participant upon separation from employment, death, or retirement unless otherwise ordered by a court or determined by the Administrator.

ARTICLE VIII
LIMITATION ON BENEFITS

8.1 Annual Additions. “Annual Additions” shall mean the sum for any Limitation Year of the following amounts allocated to a Participant’s accounts in all defined contribution plans maintained by the Employer:

- (a) Employer contributions;
- (b) Employee contributions; and
- (c) amounts allocated after March 31, 1984, to an individual medical account (as defined in Section 415(l)(2) of the Code) which is part of a pension or annuity plan maintained by the Employer. Also amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a Key Employee (as defined in Section 419A(d)(3) of the Code) maintained by the Employer.

For the purposes of this paragraph, the term “Annual Additions” shall not include the following:

- (1) Rollover contributions (as defined in Sections 402(c), 403(a)(4), 403(b)(8) and 408(d)(3) of the Code);
- (2) Amounts derived from the repayment of cashouts or contributions under a governmental plan (as described in Code Section 414(d)) pursuant to Code Section 415(k)(3).

- (3) Loan repayments on a participant loan.

8.2 Maximum Permissible Amount.

(a) Effective for Limitation Years beginning after December 31, 2001, the Annual Additions that may be contributed or allocated to a Participant's Accounts for any Limitation Year shall not exceed the lesser of:

- (1) \$54,000 (the limit for 2017), as adjusted for increases in the cost of living under Section 415(d) of the Code; or

- (2) one hundred percent (100%) of the Participant's Compensation, as defined in Section 1.6, for the Limitation Year.

The Compensation limit referred to in paragraph (ii) above shall not apply to any contribution for medical benefits after Severance from Employment (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) which is otherwise treated as an Annual Addition. For purposes of determining the total Annual Additions allocated to a Participant's Accounts during the Limitation Year, amounts or benefits provided to an Alternate Payee (as defined in Section 9.9) of the Participant shall be treated as if such allocations were allocated to the Participant's Account.

(b) Aggregation and Disaggregation of Other Defined Contribution Plans.

- (1) Aggregating Plans. For purposes of applying the limitations of Section 8.2(a) for a Limitation Year, all qualified defined contribution plans (without regard to whether a plan has terminated) ever maintained by the Employer (or a "predecessor employer" as defined in subparagraph (i) below), including this Plan, shall be aggregated as one (1) defined contribution plan. An annuity contract under Code Section 403(b) and a simplified employee pension plan under Code Section 408 shall be treated as a defined contribution plan maintained by the Employer.

- (i) Predecessor Employer. A former Employer is a "predecessor employer" with respect to a Participant if the Employer maintains a plan under which the Participant had accrued a benefit during the course of employment with the former Employer and that benefit is provided under the Plan currently maintained by the "successor employer." An Employer is a successor employer with respect to a Participant if, under the facts and circumstances, the Employer represents a continuation of all or a portion of the trade or business of the former entity.

- (ii) Mid-year Aggregation. Two or more defined contribution plans that are not required to be aggregated pursuant to Code Section 415(f) as of the first day of a Limitation Year shall not cause a Participant

to fail to satisfy the requirements of Code Section 415 for the Limitation Year merely because the plans are aggregated later in the Limitation Year, provided that no Annual Additions are credited to such Participant after the date on which the plans are first required to be aggregated.

(2) Nonduplication of Benefits. If the Plan is aggregated with another defined contribution plan pursuant to this Section 8.2(c), a Participant's benefits are not counted more than once in determining the Participant's aggregate Annual Additions under Article VIII.

8.3 Treatment of Excess Amounts. If the total Annual Additions that may be made with respect to any individual exceeds the limits of Section 415 of the Code, or under any other limited facts and circumstances that the Commissioner of Internal Revenue finds justify the application of this Section, the excess amount will be corrected in accordance with the Employee Plans Compliance Resolution System as set forth in Revenue Procedure 2013-12 or any superseding guidance, including, but not limited to the preamble of the regulations issued under Section 415 of the Code.

8.4 Construction of Article and Statute. If there is any discrepancy between the provisions of this Article and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code and the regulations thereunder.

8.5 Special Rule for Short Limitation Year. In the event of a short Limitation Year because of an amendment changing the Limitation Year to a different 12 consecutive month period, the maximum permissible amount shall not exceed the total amount of Annual Additions (as defined in Section 8.2(a)) for the Plan Year multiplied by a fraction, the numerator of which is the number of months in the short Limitation Year and the denominator of which is 12.

8.6 Special Rule for Make-Up Contributions Under USERRA. Any contributions allocated to the Accounts of a Participant who has served in qualified military service, as defined in the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), which is made and allocated to a Limitation Year but which is attributable to a prior Limitation Year shall not be taken into account in applying the limitations for the Limitation Year for which the contribution is made, but rather, shall be counted and subject to the limitations, for purposes of Section 415 of the Code, for the Limitation Year to which the contributions relate.

ARTICLE IX DISTRIBUTION OF BENEFITS

9.1 Entitlement to Benefits. A Participant shall be entitled to benefits under this Plan upon retirement, Severance from Employment or upon attainment of the Required Beginning Date under Section 9.6.

Retirement shall occur upon Severance from Employment on or after attainment of the Normal Retirement Date. The commencement of required minimum distributions under Section 9.6 shall not constitute retirement and a Participant receiving such benefits shall continue to participate in contributions under the Plan.

A Participant's Designated Beneficiary shall be entitled to benefits under this Plan following the death of the Participant in accordance with Section 9.5.

An Alternate Payee under a Domestic Relations Order shall be entitled to benefits under this Plan in accordance with Section 9.9.

9.2 Notification of Benefit Options. A Participant shall be furnished a notice not less than thirty (30) days, nor more than one hundred eighty (180) days, prior to the first day of the first period for which an amount is paid which provides an explanation of the following:

(a) The right to defer the commencement of benefits until Normal Retirement Date, if applicable. The notice shall also describe the consequences of failing to defer receipt of the distribution and will include: (i) a description indicating the investment options available under the Plan (including fees) that will be available if the Participant defers distribution; and (ii) the portion of the summary plan description that contains any special rules that might materially affect a Participant's decision to defer.

(b) The form of benefits available under the Plan in accordance with Section 9.3.

(c) The option to transfer a lump sum distribution to an Eligible Retirement Plan in accordance with Section 9.7.

(d) The mandatory income tax withholding provisions applicable if the distribution is not transferred to an Eligible Retirement Plan.

(e) The provisions under which the distribution will not be subject to tax if transferred to an Eligible Retirement Plan within sixty (60) days after the date on which the Participant received the distribution.

(f) The applicable rules on rollover and taxation of a lump sum distribution under Section 402(d) and (e) of the Code.

9.3 Form of Retirement Benefit. A Participant may elect to receive the distribution in either a cash lump sum payment or installments, provided the schedule of installments satisfies the minimum distribution requirements set forth in Section 9.6. A Participant may also elect a direct rollover in accordance with Section 9.7.

9.4 Timing of Distribution. Except as provided herein, the distribution of a Participant's Accounts shall begin as soon as administratively feasible following the Participant's Severance from Employment, but in no event, unless otherwise elected in writing by the Participant, later than the sixtieth (60th) day after the latest of the close of the Plan Year in which the Participant: (1) attains the earlier of age 65 or the Normal Retirement Date; (2) completes his or her tenth (10th) year of participation in the Plan; or (3) terminates employment with the Employer.

(a) Consent to Distribution. If the value of a Participant's vested Accounts exceeds \$1,000 as of the date of distribution and the Accounts are not immediately distributable, as provided in Section 9.4(b), such distributions shall be made only with the written consent of the Participant. Written consent shall be given within the 180 day notice period described in Section 9.2 and shall include an acknowledgment of the effect of an election.

(1) No Consent. The failure of a Participant to consent to a distribution while a benefit is immediately distributable shall be deemed an election to defer commencement of payment until the benefit is no longer immediately distributable.

(2) Waiver of 30-day period for distribution consent. The plan may distribute a benefit less than 30 days after providing the Participant notice of the distribution option, if the Participant affirmatively elects a distribution. The Participant must be notified that the Participant has the opportunity to elect a distribution for at least 30 days after receiving the notice.

(b) Plan Termination. Upon termination of the Plan, the Participant's Accounts may, without the Participant's and spouse's consent, be distributed to the Participant. However, if the Employer maintains another defined contribution plan, the Participant's Accounts shall be transferred to the other plan.

9.5 Death Benefit.

(a) Form of Death Benefit. If the vested amount credited to a Participant's Accounts does not exceed \$5,000 as of the date of distribution, the entire balance shall be distributed to the designated Beneficiary in one lump sum as soon as administratively feasible following the death of the Participant. If the vested balance of a Participant's Account exceeds \$5,000 as of the date of distribution, the Beneficiary may elect to receive the distribution in either a lump sum or installments, provided the schedule of installments satisfies the minimum distribution requirements set forth in Section 9.6.

(b) Rollovers to Surviving Spouse. If the designated Beneficiary is the surviving spouse of the Participant, the

surviving spouse may also elect a direct rollover of the benefit to an Eligible Retirement Plan pursuant to Section 9.7. The Participant's Accounts shall be distributed, or begin to be distributed, to the surviving spouse on or before December 31 of the calendar year immediately following the calendar year in which the Participant died. However, if the surviving spouse is the sole designated Beneficiary of the Participant, distribution shall commence no later than December 31 of the calendar year immediately following the calendar year in which the Participant died or (ii) December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70½).

(c) Timing of Election. The Participant's designated Beneficiary shall elect the method of distribution no later than September 30 of the calendar year following the year of the Participant's death. If the designated Beneficiary does not elect a method of distribution, distribution of the Participant's entire interest must be completed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death.

(d) Direct Rollovers for Nonspouse Beneficiaries. Effective January 1, 2008, a designated Beneficiary who is not the surviving spouse of the deceased Participant may elect a direct rollover of the benefits at the time and in the manner prescribed by the Plan Administrator. Any such distribution may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code established for the purpose of receiving the distribution on behalf of the designated Beneficiary and treated as an inherited IRA within the meaning of Section 408(d)(3)(C) of the Code. The Beneficiary must provide the Plan Administrator with sufficient information to identify the status of the inherited IRA as well as the custodian of the funds to whom the direct transfer is to be made. Any distribution made in accordance with this provision shall be considered an "eligible rollover distribution" (as defined in Section 9.7) excludable from gross income for the year in which payment is made under Code Section 402(c)(1). If a Participant's designated Beneficiary is a trust, the trustee of such trust shall be permitted to elect a direct rollover to an individual retirement account in accordance with this subsection provided the beneficiaries of the trust otherwise satisfy the requirements to be designated beneficiaries within the meaning of Code Section 401(a)(9)(E) and the regulations issued thereunder.

9.6 Minimum Distributions. Notwithstanding any other provisions of this Article, with respect to distributions occurring on or after January 1, 2003, the distribution of a Participant's Accounts shall meet the requirements of this Section, Code Section 401(a)(9) and the Regulations thereunder, and in accordance with the minimum distribution incidental benefit requirements of Section 401(a)(9)(G) of the Code and the Regulations issued thereunder. These

minimum distributions shall be calculated each year by the Plan Administrator and shall be distributed in accordance with this Section.

(a) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant's Accounts will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's Accounts will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(ii) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's Accounts will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 9.6(a)(2), other than Section 9.6(a)(2)(i), will apply as if the surviving spouse were the Participant.

For purposes of this Section 9.6(a)(2) and 9.6(c), unless Section 9.6(a)(2)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 9.6(a)(2)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 9.6(a)(2)(i). If distributions under an annuity purchased from an insurance Employer irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 9.6(a)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

(3) Forms of Distribution. Unless the Participant's Accounts are distributed in the form of an annuity purchased from an insurance

Employer or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with paragraphs (b) and (c) of this Section 9.6. If the Participant's Accounts are distributed in the form of an annuity purchased from an insurance Employer, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury Regulations issued thereunder.

(b) Required Minimum Distributions During Participant's Lifetime.

(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(i) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(ii) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this paragraph (b) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(c) Required Minimum Distributions After Participant's Death.

(1) Death on or After Date Distributions Begin. If the distribution of a Participant's interest has begun in accordance with Section 9.6(b)(1) and the Participant dies before the entire Account balance has been distributed, the remaining portion of the Account balance must be distributed at least as rapidly as under the distribution method used as of the date of the Participant's death. Thereafter, the applicable distribution period for distribution years after the year of the Participant death shall be as provided under subparagraph (i) or (ii) below.

(i) Participant Survived By Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for

each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

1. the Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

2. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

3. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) Death Before Date Distributions Begin.

(i) Participant Survived By Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 9.6(c)(1).

(ii) No Designated Beneficiary. If the Participant dies before the date distribution begins and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's

death, distribution of the Participant's Accounts will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) Death of Surviving Spouse Before Distributions to Surviving Spouse are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 9.6(a)(2)(i), this Section 9.6(c)(2) will apply as if the surviving spouse were the Participant.

(d) Application of 5-Year Rule.

(1) Election by Participant or Beneficiary. A Participant or Beneficiary may elect on an individual basis whether the 5-year rule or the life expectancy rule in Sections 9.6(a)(2) and 9.6(c)(2) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 9.6(a)(2), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, the surviving spouse's) death. If neither the Participant nor the Beneficiary makes an election under this paragraph, distributions will be made in accordance with Sections 9.6(a)(2) and Section 9.6(c)(2).

(e) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 9.8 of the Plan and is the designated Beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4 of the Treasury Regulations.

(2) Required Beginning Date. The "Required Beginning Date" of a Participant is April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70 ½ or the calendar year in which the Participant retires.

(3) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 9.6(a)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for

the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(4) Life Expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.

(5) Participant's Account Balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by the distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

9.7 Direct Rollovers. A Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution that is equal to at least \$200.00 paid directly to an Eligible Retirement Plan specified by the Distributee. If an Eligible Rollover Distribution is less than \$200.00, a Distributee may not make the election described herein to rollover a portion of the Eligible Rollover Distribution. The Distributee must provide the Plan Administrator with sufficient information to identify the eligible retirement plan as well as the trustee or custodian of the funds to whom the transfer is to be made.

For purposes of this Section, the following definitions shall apply:

(a) Distributee. A "Distributee" shall mean an Employee, former Employee, or the surviving spouse of a deceased Employee or former Employee. In addition, the Employee's or former Employee's spouse or former spouse who is the alternate payee under a domestic relations order, as defined in Section 414(p) of the Code, shall be a Distributee with regard to the interest of the spouse or former spouse. A Distributee shall also mean an Employee's or former Employee's nonspouse designated beneficiary, in which case, the distribution can only be transferred to a traditional or Roth IRA established on behalf of the nonspouse designated beneficiary for the purpose of receiving the distribution in accordance with Section 9.5(d)

(b) Eligible Retirement Plan. "Eligible Retirement Plan" shall mean any of the following types of retirement plans which accepts the Distributee's Eligible Rollover distribution and agrees to separately account for amounts transferred from this Plan: (i) an individual retirement account described in Code Section 408(a), (ii) an individual retirement annuity described in Code Section 408(b); (iii) an annuity plan described in Code Section 403(a); (iv) an annuity contract described in Code Section 403(b); (v) a qualified trust described in Code Section

401(a); or an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state of political subdivision of a state.

“Eligible Retirement Plan” shall also mean a Roth IRA described in Code Section 408A(b) provided such distribution is made by a direct trustee-to-trustee transfer and the receiving plan agrees to separately account for the amounts transferred.

(c) Eligible Rollover Distribution. An “Eligible Rollover Distribution” shall mean any distribution of all or any portion of the balance to the credit of the Distributee, except that it shall not include:

(1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee’s designated Beneficiary, or for a specified period of ten (10) years or more; or

(2) any distribution required under Section 401(a)(9) of the Code; or

(3) any amount that is distributed on account of hardship; or

(4) the portion of any distribution that is not includable in gross income of the Distributee; or

(5) any other distribution that is reasonably expected to total less than \$200 during a year.

Notwithstanding the foregoing, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includable in gross income. However, such portion may only be transferred in a direct trustee-to-trustee transfer to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code, or to an annuity contract described in Section 403(b) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable.

(d) Rollovers to Roth IRA. Effective for distributions occurring after December 31, 2007, a Distributee may also elect to have any portion of an Eligible Rollover Distribution paid directly to a Roth IRA described in Code Section 408A provided the distribution requirements of Section 9.4 and this Section 9.7 have been satisfied. Any

distribution made in accordance with this provision shall be considered a “qualified rollover contribution” and includable in the Distributee’s gross income for the year in which payment is made under Code Section 408A(c)(3)(A).

9.8 Designation of Beneficiary. Each Participant shall designate a primary Beneficiary and a contingent Beneficiary to receive any death benefit under this Plan in accordance with this Section. The designation of a primary Beneficiary and a contingent Beneficiary may be changed from time to time by filing a new designation in writing with the Employer. This designation shall be made at the time and in the manner established by the Employer in accordance with Section 401(a)(9) of the Code and the Regulations issued thereunder.

(a) Primary Beneficiary. A primary Beneficiary’s rights shall arise if the Participant dies before receiving all of his or her benefits.

(b) Contingent Beneficiary. The rights of a contingent Beneficiary shall arise if the primary Beneficiary predeceases the Participant, if the primary Beneficiary (who is not the Participant’s surviving spouse) has not survived to receive all of the Participant’s undistributed death benefits, or if the Participant’s surviving spouse (who is the primary Beneficiary) has not survived to receive all of the Participant’s undistributed death benefits and has not designated a contingent Beneficiary.

If the Participant’s surviving spouse is the primary Beneficiary at the Participant’s death, the Participant’s surviving spouse may designate a contingent Beneficiary. Otherwise, if the primary Beneficiary is other than the Participant’s surviving spouse and if the Participant specifically elects, the primary Beneficiary may designate a contingent Beneficiary. If the primary Beneficiary makes a designation of a contingent Beneficiary (as the surviving spouse of the Participant or pursuant to the election by the Participant permitting such a designation), the primary Beneficiary’s designation of a contingent Beneficiary shall be controlling and shall supersede any designation of a contingent Beneficiary by the Participant. In the event that a contingent Beneficiary has not been designated in accordance with Subsection (b) of this Section, then the designation of a contingent Beneficiary shall be made in accordance with Subsection (e) of this Section.

(c) Requirements of Spousal Consent. The written consent of the Participant’s spouse shall be obtained in the event the Participant’s spouse has a community property interest in the Participant’s Account and the Participant designates another individual or entity (rather than the spouse) as the sole primary Beneficiary.

(d) Designation of Beneficiary by Employer. If, on the death of a Participant, former Participant, or the death of the current Beneficiary following the death of the Participant, the Administrator does not have a valid Beneficiary designation on file, the Employer shall designate a Beneficiary in the following order of priority:

- (1) surviving spouse or registered domestic partner;
- (2) surviving children, including adopted children, in equal shares;
- (3) surviving parents, in equal shares;
- (4) Participant's estate; provided, however, that irrespective of said order of priority, the Employer may designate the Participant's estate or the trustee(s) of the trust(s) named as the Beneficiary of the residue of the Participant's probate estate as Beneficiary. The Employer's determination of the individuals or entities as Beneficiary shall be final.

9.9 Distribution under Domestic Relations Order. An "alternate payee" under a "domestic relations order" ("DRO") shall be entitled to benefits in accordance with the requirements of this Article, except that a distribution pursuant to a DRO will be permitted whether or not the affected Participant has separated from service or attained the "earliest retirement age" under the Plan. For purposes of this Section, "domestic relations order," "alternate payee," and "earliest retirement age" shall have the meanings set forth in Code Section 414(p).

9.10 Distribution in Cash or Kind. Whenever a distribution is to be made from the Plan, the Plan Administrator may cause any distributions to be made in cash, in kind, or a combination thereof.

9.11 Rollovers Disregarded in Determining Value of Account Balance for Involuntary Distributions. For purposes of Sections 9.4(a) and 9.5(a), the value of a Participant's nonforfeitable Account balance shall be determined without regard to that portion of the Account balance that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16) of the Code.

9.12 Special Rule for Deceased or Disabled Veterans. In the case of a Participant who becomes disabled or dies during qualified military service, as defined under USERRA, on or after January 1, 2007, the Participant or his or her designated Beneficiary shall be entitled to any additional benefits provided under the Plan as if the Participant had resumed employment with the Employer on the day preceding death or Disability and then terminated employment on the actual date of the death or Disability.

ARTICLE X
AMENDMENT AND TERMINATION

10.1 Employer Reserves Right to Amend. The Employer reserves the right to amend the Plan, including retroactive amendments, provided that no such amendment or modification shall revert any part of the principal or interest of the Trust to the Employer; or shall divert any part of the assets of the Trust for purposes other than the exclusive benefit of Participants or their Beneficiaries who have an interest in the Plan or for the purpose of defraying the reasonable expenses for administering the Plan.

10.2 Employer's Discretion. The Employer has established the Plan with the bona fide intention and expectation that it will be able to make its contributions indefinitely, but the continuance of the Plan is not assumed as a contractual obligation by the Employer and the Employer is not under any obligation to continue its contributions or to maintain the Plan for any given length of time. The right is reserved by the Employer, in its sole and absolute discretion, to discontinue contributions or terminate the Plan, at any time, without any liability whatsoever for such discontinuance or termination.

10.3 Termination Events. The Plan and Trust shall terminate upon the delivery to the Trustee of a notice of termination executed by the Employer specifying the date as of which the Plan and Trust shall terminate. Termination of the Plan and Trust shall also occur upon the adjudication of the Employer as bankrupt or the Employer's general assignment for the benefit of creditors.

In the event of complete discontinuance of contributions or the termination in whole or in part of the Plan, the interest of each Participant in his or her Accounts at the date of such discontinuance or termination shall be vested in its entirety (i.e., nonforfeitable). In addition, upon the partial termination of the Plan, the interest of each affected Participant shall be fully vested at the date of termination.

10.4 Termination Procedure.

(a) Revaluation of Assets and Allocation. Upon the whole or partial termination of the Plan, the Trustee shall revalue the Trust assets as of the date of termination and, after satisfying Trust obligations, shall adjust all Participants' Accounts for such obligations and Trust profits or losses (whether or not such profits or losses have been realized) to the date of termination. The allocation to each individual Participants' Accounts of expenses, profits, or losses shall be in the proportion that the Account values of each individual Participant bears to the total Account values of all Participants.

(b) Distribution of Assets. Upon termination of the Plan in whole or in part, the Employer may direct the distribution of Participant Accounts to each Participant. Distribution may be made in a single lump sum payment, in cash or assets of the Trust, without the Participant's and spouse's consent. However, if the Employer maintains

another defined contribution plan, the Participants' Accounts may be transferred to the other plan.

ARTICLE XI
GENERAL PROVISIONS

11.1 Non-Reversion. No portion of the principal or income of the Trust from the Employer contributions shall be paid to or revert to the Employer or be used for a purpose other than for the exclusive benefit of the Participants and their Beneficiaries, except to defray reasonable expenses of the administration of the Plan.

11.2 Type of Plan. The Plan is a governmental plan as defined in Code Section 414(d).

11.3 Nondiscrimination. Effective for the Plan Year beginning after August 17, 2006, governmental plans (within the meaning of Code Section 414(d)) maintained by a State or local government or political subdivisions thereof (or agency or instrumentality thereof) are exempt from the nondiscrimination and participation requirements of Sections 401(a)(3), 401(a)(4) and 401(a)(26).

11.4 Discharge of Employee. The adoption and maintenance of the Plan shall not be deemed to be a contract between the Employer and any Employee. Nothing herein contained shall be deemed to give any Employee the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge any Employee at any time.

11.5 Consolidation With Other Plan. In the event the Plan and the Trust merge or consolidate with, or transfer the assets and liabilities to, any other qualified plan of deferred compensation, no Participant herein shall, solely on account of such consolidation or transfer, be entitled to a benefit on the day following such event which is less than the benefit to which he or she was entitled on the day preceding such event. For the purpose of this Section, the benefit to which a Participant is entitled shall be calculated and based upon the assumption that a Plan termination and distribution of assets occurred on the day as of which the amount of the Participant's entitlement is being determined.

11.6 The Plan. The Trust and the Plan are part of a single, integrated employee benefit system and shall be construed together. In the event of any conflict between the terms of these documents, such conflict shall be resolved first in favor of the Plan, and then the Trust.

11.7 Applicable Law. The Plan and Trust, including any administrative policies adopted by the Employer (collectively the "Plan Documents"), shall be construed, administered and governed under the Code; and to the extent any of the provisions of the Plan Documents are inconsistent with the Code, the provisions of the Code shall control. The Plan Documents shall also be construed, administered and governed by the laws of the State of California to the extent that the state law is not superseded or inconsistent with the Code. If, however, any provision is susceptible to more than one (1) interpretation, such interpretation

shall be given thereto as is consistent with the Plan Document being a qualified plan and trust within the meaning of the Code.

11.8 Successors and Assigns. The Plan shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

11.9 Severability. If a court of competent jurisdiction shall find any provision of the Plan invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

11.10 Gender and Number. Words used in the masculine, feminine, or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

11.11 Headings. Headings used in the Plan are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

11.12 Counterparts. The Plan may be executed in an original and any number of counterparts by the Employer, each of which shall be deemed to be an original of one and the same instrument.

EXECUTION

IN WITNESS WHEREOF, the Employer has caused this Retirement Plan to be executed on May ___, 2020.

EMPLOYER

RUBIDOUX COMMUNITY SERVICES
DISTRICT

By: _____
GENERAL MANAGER

APPROVED AS TO FORM AND CONTENT:

BEST BEST & KRIEGER LLP

By: _____
Attorneys for Employer

ATTACHMENT 2

TRUST AGREEMENT
FOR THE
RUBIDOUX COMMUNITY SERVICES DISTRICT
401(a) RETIREMENT PLAN

THIS AGREEMENT is made and entered into by and between RUBIDOUX COMMUNITY SERVICES DISTRICT (“Employer”) and JEFFREY SIMS and BRIAN LADDUSAW (referred to collectively as “Trustee”).

RECITALS

1. Employer adopted the RUBIDOUX COMMUNITY SERVICES DISTRICT 401(a) RETIREMENT PLAN (the “Plan”), effective May 25, 2020, for the exclusive benefit of the eligible Employees of the Employer and their Beneficiaries.

2. Funds and other assets are from time to time contributed to the Trustee to be maintained in trust for the benefit of the eligible Employees and their Beneficiaries under the terms of the Plan.

NOW, THEREFORE, it is agreed by and between Employer and Trustee, effective May 17, 2020, as follows:

ARTICLE I
DEFINITIONS

1.1 General Definitions. The words and phrases used in this Agreement shall have the same meanings as are defined in Article I of the Plan, unless their context clearly indicates otherwise or as otherwise specifically provided.

1.2 Additional Definitions. In addition to the terms defined in the Plan, the following words and phrases, when used herein, shall have the following meanings:

(a) Fund or Trust Fund. “Fund” or “Trust Fund” shall mean all monies, securities and assets held by the Trustee for the benefit of Participants and Beneficiaries.

(b) Investment Manager. “Investment Manager” shall mean a person or organization acting as a fiduciary (other than a trustee with respect to investments of the trust fund).

ARTICLE II
ADMINISTRATION OF TRUST FUND

2.1 Establishment and Acceptance of Trust. The Employer hereby establishes with the Trustee, pursuant to the Plan, the RUBIDOUX COMMUNITY SERVICES DISTRICT 401(a) RETIREMENT PLAN/TRUST (the "Trust"). The Trust shall be administered as a Trust of such funds as shall from time to time be deposited with the Trustee, by or on behalf of the employees of the Employer, together with any income generated by the Trust Fund.

The Trustee hereby accepts the Trust created hereunder and agrees to accept payments and contributions made to the Trust and to hold, manage, and administer the Trust pursuant to the terms of this Agreement. The Trustee shall be responsible for the investment and reinvestment of the Trust Fund and the Administrator hereby delegates to the Trustee, except as otherwise provided herein, the exclusive authority and discretion to manage and control the assets of the Trust.

2.2 Plan Administrator. The Employer shall be the Administrator, with authority to control and manage the operation and administration of the Plan.

2.3 Allocation and Delegation of Fiduciary Duties. The Administrator may allocate its fiduciary duties among its members or may delegate its responsibilities to persons who are not named fiduciaries with respect to the specific responsibility delegated. Such allocation shall be reviewed periodically by the Administrator and shall be terminable upon such notice as the Administrator, in its sole discretion, deems reasonable and prudent under the circumstances.

2.4 Trustee. The Trustee shall have the authority to receive, hold, invest, administer and distribute the Trust Fund as provided in the Plan and as directed by the Administrator. The Administrator shall administer the Plan in accordance with Article IX of the Plan and the Trustee shall not be responsible for administering the Plan but shall only be responsible for administering the Trust Fund as established in this Agreement.

2.5 Pooling of Assets. The assets of the Trust Fund may be combined or pooled with the assets of other trusts maintained by Employer under the provisions of any qualified employee benefit plan and the Trustee may commingle investments and carry joint accounts on behalf of the funds; provided that undivided shares or interests in such investments or accounts or in any pooled assets shall be allocated to each trust in accordance with its respective interest. In addition, the Trustee shall keep separate accounting records for each fund.

ARTICLE III
INVESTMENT POWERS

3.1 Investment of Trust. The Trustee shall invest and reinvest the principal and income of the Trust Funds in such bonds, securities, real or personal property, or other forms of investment as the Trustee determines appropriate, except as limited as follows:

(a) The Trustee shall not engage in any transactions prohibited by Section 4975(c) of the Code, except as provided in Section 4975(d) of the Internal Revenue Code.

(b) The Trustee shall not acquire any assets in which it would maintain the indicia of ownership outside the jurisdiction of the District Court of the United States, except as otherwise permitted by regulations of the Secretary of Labor of the United States.

3.2 Purchase of Life Insurance. At the direction of the Administrator in accordance with the Participant's election, the Trustee shall apply for life insurance to be issued on the life of any insurable Participant in the Plan. Any such policy shall be an ordinary term, whole or universal type form contract issued by any legal reserve life insurance company designated by the Administrator. Each such policy shall be a contract between the insurer and the Trustee, and shall be held by the Trustee as an asset of the Trust.

(a) Premiums and Policy Rights. The Trustee shall pay the premiums on any policy held in the Trust, accumulate dividends, and apply dividends in reduction of premiums. Any dividends payable with respect to any policy as to which there shall be no further premiums due shall be paid in cash to the Trustee and added to the Trust Fund, and allocated to the Participant's account from which the premiums on such policy have been paid. The Trustee shall exercise all rights, options, and benefits provided by any policy or permitted by any insurer with respect to any policy issued by it, including the right to change any provisions which shall become operative upon the retirement of any Participant. No Participant shall have the right to direct the Trustee with respect to any policy held in the Trust on his or her life.

(b) Limitation on Premiums. The aggregate premiums for life insurance in the case of each insured Participant shall be less than fifty percent (50%) of the aggregate of contributions allocated to him or her at any particular time. In addition, such insurance contracts shall be converted entirely to cash at or before retirement or distributed to the Participant upon retirement or any distribution to him prior to retirement.

(c) Beneficiary. The Trustee shall be the named beneficiary of any such policy.

ARTICLE IV TRANSFER OF INVESTMENT AUTHORITY

4.1 Transfer to Employer or Investment Manager. The Employer may remove from the Trustee and transfer to the Employer or to an Investment Manager the authority and duty to manage, acquire or dispose of all or a portion of the Trust assets. In addition, if such authority has been transferred to the Employer, it may appoint an Investment Manager to manage, acquire or dispose of all or a portion of the Trust assets.

(a) Transfer to Employer. If the authority to manage, acquire or dispose of trust assets is transferred to the Employer, the Trustee shall follow the written directions of the Employer with respect to the management, acquisition or disposal of trust assets. The Employer may employ such persons or organizations to render advice or perform other services with respect to its responsibilities as it determines to be necessary or appropriate. Such persons or organizations shall not be authorized to direct the Trustee as to investments, and shall have no discretionary authority over the assets of the Trust unless appointed as an Investment Manager.

(b) Investment Manager. If an Investment Manager is appointed by the Board of Directors of the Employer, the Trustee shall follow the written directions of the Investment Manager with respect to the management, acquisition or disposal of trust assets.

4.2 Compliance with Investment Instructions. The Trustee shall implement instructions under Section 4.1 as soon as administratively practical, provided it may decline to carry out any instructions which it deems inappropriate by virtue of applicable law. In addition, the Trustee may decline to carry out instructions which would result in a prohibited transaction, as defined in Code Section 4975; or would generate income that would be taxable to the Plan.

ARTICLE V SPECIFIC POWERS OF TRUSTEE

The Trustee shall have the full power and authority with respect to any and all assets at any time received or held in Trust, to do all such acts, take all such proceedings, and exercise all such rights and privileges as could be done, taken, or exercised by the absolute owner thereof, necessary to hold and administer the Trust Funds, including, but without in any way limiting the generality of the foregoing, the following powers and authority:

(a) To sell and exchange with any person any and all assets which from time to time comprise the Trust, at either public or private sale, at such time or times and on such terms and conditions as to credit or otherwise, as the Trustee, in its discretion, may deem appropriate;

(b) To invest and reinvest all or any part of the Trust in such manner as it shall deem advisable, including stocks, bonds, notes, option contracts, listed or unlisted, covered or uncovered, puts and calls, securities, or obligations of any kind, real property wherever situated, annuities, and such other property and investments as the Trustee deems advisable with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

(c) To vote by proxy or otherwise to represent securities and in that connection to delegate such of its discretionary powers as it deems appropriate; to consent as stockholder to any corporate acts it shall deem proper;

to participate in any plans or arrangements for the protection or promotion of the interest of stockholders; to pay such sums of money as it deems expedient for the protection of its interests as stockholder; and to retain assets received in lieu of or because of any securities held;

(d) To extend the time for payment of or hold past due any obligations held or any installment thereof; to consent to the modification thereof or waive any defaults thereunder; to compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust; to foreclose upon any security in such manner as it deems proper; to pay such sums of money as it deems expedient for the insurance, protection, maintenance, and repair of property or to redeem property for nonpayment of taxes or any liens; and to lease for such time as the Trustee deems proper, whether within or beyond the termination of the Trust;

(e) To cause investments to be registered in its name as Trustee or in that of its nominee, or to retain investments unregistered and in a form permitting transfer delivery;

(f) To borrow money for any Trust purpose upon such terms and conditions as it deems proper and to obligate the Trust for repayment, and to encumber the Trust or any of its property;

(g) To lend money to any person, including any Participant; provided that loans to Participants shall have been authorized in writing by the Administrator and are in accordance with the provisions of the Plan and Internal Revenue Code Section 4975;

(h) To consult with or employ legal counsel of its own selection (who may, but need not be, counsel to the Employer or the Trustee), agents, or independent contractors (to whom it may delegate such ministerial and limited discretionary duties as it deems fit). The reasonable compensation and fees of such persons shall be chargeable as an expense of the Trust.

ARTICLE VI FIDUCIARY STANDARDS AND INDEMNIFICATION

6.1 Fiduciary Standards. The Trustee and all other fiduciaries shall discharge their duties with respect to the Trust solely in the interest of the Participants of the Plan. These duties shall be discharged for the exclusive purpose of providing benefits to the Participants.

6.2 Indemnification of Trustee. The Employer shall indemnify and hold harmless the Trustee from and against any and all liabilities, claims, demands, costs and expenses, including attorney's fees, arising out of an alleged breach in the performance of its fiduciary duties under this Agreement and under the laws of the state of California, other than such liabilities, claims, demands, costs and expenses as may result from gross negligence or willful misconduct. The Employer shall have the right, but not the obligation, to conduct the defense of such persons in any proceeding to which this Section applies. In lieu of the foregoing,

the Employer may satisfy its obligations under this Section through the purchase of a policy or policies of insurance providing equivalent protection; however, no insurer shall have any rights against the Employer arising out of this Section.

ARTICLE VII DISTRIBUTIONS

The Trustee shall from time to time make distributions from the Trust Fund in accordance with the written directions of the Administrator. These payments may be made either directly to the person designated by the Administrator or to the Administrator for transmittal to the Participant or Beneficiary. Additionally, the Administrator's directions may provide for the distribution of benefits directly to Participants, retired Participants, and their Beneficiaries, for the purchase of such insurance policies, including annuity contracts, as may be issued by any insurance carrier approved by the Employer. Any annuity contract distributed from the Trust Fund must be nontransferable and the terms of such contract shall comply with the requirements of the Plan.

The Trustee shall not be responsible in any way for the application of such payments, provided that the Trustee complies with the written instructions of the Administrator.

ARTICLE VIII ACCOUNTING

8.1 Record-Keeping. The Trustee shall maintain accurate and detailed records and accounts of all investments, receipts, disbursements, and other transactions hereunder, and such records shall be available at all reasonable times to inspection by the Administrator or any other person designated by the Administrator.

The Trustee, at the direction of the Administrator, shall submit to the Administrator any valuations, reports, or other information as the Employer may reasonably require. In the absence of fraud or bad faith, the valuation of the Trust by the Trustee shall be conclusive.

8.2 Annual Account. Within a reasonable period following the close of each Plan Year (or following the close of such period as may be agreed upon by the Trustee and the Administrator), the Trustee shall file with the Administrator a written account setting forth a description of all securities and other property purchased and sold, all receipts, disbursements, and other transactions effected by it during such period, and listing the securities and other property held by it at the end of such period.

The Administrator may approve such account by written notice of approval delivered to the Trustee. Upon receipt of a written approval of the account, such account shall be final and binding, and shall be a full discharge of the Trustee's liability and responsibility to the Employer with respect to the matters set forth in such account.

ARTICLE IX
CHANGE OR ADDITION OF TRUSTEES

9.1 Resignation or Removal. Any Trustee may resign or be removed by Employer at any time upon the giving of thirty (30) days' written notice. Upon such resignation or removal, the Employer, by written designation, shall, if the former Trustee was a sole Trustee, and may, if the former Trustee was one of two or more Trustees, appoint a successor Trustee who shall have the same powers and duties as those conferred upon the former Trustee. Upon acceptance of such appointment by the successor Trustee, the Trustee shall transfer all Trust Funds and property to such successor.

9.2 Accounting. Within sixty (60) days after such transfer, the resigning or removed sole Trustee shall render to the Administrator an account in the form and manner prescribed for the annual account. The Administrator may approve such account by written notice of approval delivered to the Trustee. Upon receipt of a written approval of the account, such account shall be final and binding, and shall be a full discharge of the Trustee's liability and responsibility to the Administrator with respect to the matters set forth in such account.

9.3 Co-Trustee. The Employer at any time may, by written designation, appoint one (1) or more additional Trustees who shall have the same powers and duties as those conferred upon the Trustee hereunder.

ARTICLE X
FEES AND EXPENSES

10.1 Expenses. The Trustee and the Employer may employ suitable agents, investment advisors, accountants, consultants and counsel who may be counsel for the Employer. The expense incurred by the Trustee and the Employer in the performance of their duties hereunder and all other proper charges, expenses and disbursements of the Trustee or the Employer, including the Trustee's compensation, shall be paid by the Employer, provided that if the Employer is unable to pay the same, fails to do so or instructs the Trustee to pay same out of the Trust Assets, they may be charged to and paid out of the Trust Assets. Normal brokerage charges, commissions and taxes and other costs incident to the purchase and sale of securities which are included in the cost of securities purchased, or charged against the proceeds in the case of sales, shall be paid out of or charged against the Trust Assets. The Trustee shall be entitled to compensation as may be agreed upon in writing from time to time between the Employer and the Trustee.

10.2 Taxes. All taxes of any kind assessed upon, or in respect of, the Trust Fund shall be paid from the Trust Fund.

ARTICLE XI
AMENDMENT AND TERMINATION

11.1 Amendments. This Agreement, other than Section 11.2, may be amended at any time by written agreement of Employer and Trustee; provided, however, that such amendment shall not operate to:

- (a) Revest the Trust or any part thereof in Employer; or
- (b) Reduce the amount then held for the benefit of any Participant in the Plan.

11.2 Termination. Employer intends that this Trust be permanently administered for the benefit of the Participants and this Trust is accordingly irrevocable, but Employer reserves the right to terminate the Trust by giving written notice to Trustee, and, upon such termination, the Trust shall be distributed as provided by law by the Trustee when directed by the Employer.

ARTICLE XII
GENERAL PROVISIONS

12.1 Governing Law. This Trust will be administered in the State of California, and its validity, construction, and all rights hereunder shall be governed by the laws of the State of California. If any provisions of this Agreement shall be invalid or unenforceable, the remaining provisions shall continue to be fully effective.

12.2 Diversion of Assets. No portion of the assets in the Trust shall revert to or become the property of the Employer or be diverted to purposes other than for the exclusive benefit of any Participant in the Plan or his beneficiaries, except as follows:

(a) In the event that this Trust fails initially to qualify as a tax exempt Trust under Section 501 of the Code, all contributions together with any income received or accrued thereon, less any benefits or expenses paid, may upon written direction of the Employer, be returned to Employer within one (1) year after the date of denial, notwithstanding the provisions of Article XI, and the Trust shall then terminate.

(b) In the event a contribution is made due to a mistake of fact, the contribution may upon written direction of the Employer be returned to Employer within one (1) year of the payment; provided, (1) the amount returned does not exceed the amount which would have not been contributed had there been no mistake of fact; (2) the amount returned does not include earnings attributable to it; (3) the amount returned is reduced by any losses attributable to it; and (4) the individual account of no Participant is reduced by the return of the contribution to less than the amount which would have been in the account had the returned contribution never been made.

(c) Any unallocated balance in a suspense account created under the Plan which cannot be allocated upon the termination of the Plan without exceeding the limitations of Section 415 of the Code shall be returned to the Employer.

12.3 Spendthrift. No Participant shall have any right to assign, transfer, hypothecate, encumber, commute, or anticipate his or her interest in any benefits under this Trust, and such benefits shall not in any way be subject to any legal process of levy or execution upon, or attachment or garnishment proceedings, against the same for the payment of any claim against any such person. This prohibition against assignment or alienation of benefits shall not apply to any loan made to a Participant under Section (g) of Article V of this Agreement, if such loan is exempt from the tax imposed by Internal Revenue Code Section 4975(d)(1), or to the creation, assignment, or recognition or a right to any benefit pursuant to a qualified domestic relations order, as defined in Section 414(p) or the Code, as amended, or any domestic relations order entered into before January 1, 1985.

IN WITNESS WHEREOF, the parties have caused this Trust Agreement to be executed on May____, 2020.

EMPLOYER:

TRUSTEES:

RUBIDOUX COMMUNITY SERVICES DISTRICT

By: _____

Jeffrey Sims

Title: _____

Name: _____

Brian Laddusaw

APPROVED AS TO FORM AND CONTENT:

BEST BEST & KRIEGER LLP

By: _____
Attorneys for Employer

10. CONSIDER CONSULTANT JPW COMMUNICATIONS – DM 2020-40

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr.
Armando Muniz
Bernard Murphy
John Skerbelis
F. Forest Trowbridge

General Manager

Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2020-40

June 4, 2020

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Consultant JPW Communications

BACKGROUND:

Rubidoux Community Services District ("District") is facing several issues that will involve significant expenses, including:

1. City of Riverside Lawsuit – as the Board may recall the District is in a dispute with the City of Riverside regarding the City's request for the District to make capital contributions on a prorated basis for upgrades and expansions made to the City's wastewater treatment plant. It is anticipated in the next few months a final decision will be made by the trial court on the contribution amount. Cost associated with resolving the matter will have an impact on sewer rates.
2. Water Treatment Addition – the State Water Resources Control Board Division of Drinking Water is in the process of issuing an Order to the District (see Notice of Intent – Attachment A) requiring additional testing and reporting for PFAS Compounds. All District wells are above the lowered Notification Limits and some are above the Response Limits. If above the Response Limits the District has three options: 1) notify all customers water is being delivered in excess of the Response Limit, or 2) take the well out of service, or 3) add treatment to remove the contaminant. Treatment is the necessary course of action to maintain public confidence and reliability of supply. The initial cost to implement treatment will likely be around \$4 to \$5 million with added ongoing operational expenses. These additional expenses will have an impact on water rates.
3. Building Improvements – The District Administrative and Field Offices need rehabilitation or replacement. Options discussed include acquisition of the County Fleet Facility at the corner of Crestmore

and Mission, or building a new Operation Building on property behind the existing Administrative Building. Costs for this could range from \$3 to \$10 million. This type of an expense would impact rates.

Fortunately, the District has rates that remain comparatively low to most surrounding utilities. However, due to the pressing issues above, staff will need to begin the process of developing a financial and communication strategy to address probable rate adjustments. A financial consultant will be needed to evaluate ways to look at long-term strategies to spread out the impact of the costs. A communication consultant will be needed to help with development of a communication plan to help customers understand the necessity of the costs and their impacts on rates.

Staff has been in discussions with JPW Communications (“JPW”) regarding assistance with communications. This discussion began in March this year but got sidetracked due to COVID-19 issues. In the initial discussions JPW provided a proposal to assist the District with a Communication Work Plan and Approach. Given the cost associated with this, staff recommends an incremental approach and hire JPW for two initial efforts:

1. Develop a Frequently Asked Questions (“FAQ”) communication piece to include with customer bills and put on the District website discussing the currently proposed rate increases – a 5% wastewater increase starting in August, and a 6% water increase starting January 1, 2021.
2. Conduct a two-hour communication workshop with the Board and staff members regarding the value and importance of public agency communications.

The cost for these two tasks is \$2,250.

After completion of Task 2, the Board can provide staff with direction on additional communication efforts.

RECOMMENDATION:

Staff recommends the Board of Directors:

1. Authorize the General Manger to hire JPW Communications in the amount of \$2,250 using General Fund Operating Budget (Line Item 29 – Miscellaneous Expenses).

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach: JPW Proposal dated May 28, 2020

JPW COMMUNICATIONS



2710 Loker Avenue W., Suite 300 | Carlsbad, CA 92010 | 760.683.8395 x700 | info@jpwcomm.com | jpwcomm.com

Jeff Sims | Assistant General Manager
Rubidoux Community Services District
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509

May 28, 2020

Dear Mr. Sims,

It is our pleasure to submit this revised proposal to Rubidoux Community Services District's based on our latest conversation. We are thrilled at the prospect of working with you.

As you know, JPW Communications is a team of marketing and communication professionals dedicated exclusively to serving public agencies. Our team has extensive experience developing and implementing a multitude of communications, community outreach, branding, and marketing programs for a wide range of government agencies, including the City of San Marcos, City of Palmdale, Port of San Diego, and the California Association of Public Information Officials. Our firm was also just selected to develop a comprehensive strategic communications plan for the Long Beach Water Department, and to create a strategic communications plan and manage ongoing communications for Zone 7 Water & Flood Control in Alameda County.

After reviewing the following estimate, I hope you'll agree that JPW Communications is uniquely suited to partner with the Rubidoux Community Services District on this critical investment in the future of the District's communications efforts.

We look forward to hearing from you soon.

Jenny Windle, *President*
JPW Communications

Fee Proposal

	Fee
FAQ Development Research, write and design two-page FAQ on District issues as directed by general manager. Project includes two rounds of edits and print-ready files. Printing costs can be estimated separately if desired.	\$750
Communications Workshop Prepare and deliver two-hour communications workshop to Board and staff members about the importance of public agency communications.	\$1,500
Total	\$2,250



State Water Resources Control Board

May 5, 2020

PWS No. 3310044

Steven Appel
General Manager
Rubidoux Community SD
P.O. Box 3098
Rubidoux, CA 92519-3098

Dear Steven Appel:

RE: NOTICE OF INTENT TO ISSUE A NEW GENERAL ORDER FOR MONITORING OF PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (HEALTH AND SAFETY CODE SECTION 116378) STARTING JULY 2020

The purpose of this letter is to update you on the State Water Resource Control Board (State Water Board), Division of Drinking Water's (DDW's) updated approach regarding required testing for perfluoroalkyl and polyfluoroalkyl substances (PFAS) in light of the coronavirus (COVID-19) crisis. You are receiving this communication because you are currently subject to an order requiring testing for PFAS and/or will likely receive an order requiring testing for PFAS in the future.

As you are aware, there is increasing statewide concern regarding the possible contamination of drinking water supplies by PFAS. In response, the State Water Board initiated a comprehensive effort to investigate the nature and scope of the issue in California's water resources, in which you may have participated.

Orders Requiring PFAS Testing

In March 2019, DDW issued orders, pursuant to Health and Safety Code section 116400 (PFAS Monitoring Orders), for the testing of certain drinking water supply wells that were determined to be the most vulnerable to PFAS contamination. Your watersystem may have received a PFAS Monitoring Order under this 2019 effort.

Understanding the prevalence of PFAS in California's drinking water is a priority of the State Water Board. The obligation for four quarters of testing under the PFAS Monitoring Orders nears completion. However, DDW intends to expand the previous investigation by focusing on those source wells where PFAS was detected and expanding outward to source wells adjacent to those detections.

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

Last year, the Legislature passed, and the Governor signed, Assembly Bill 756 (AB 756). AB 756, which was codified as Health and Safety Code section 116378, provided the State Water Board with specific and increased authority to require public water systems to monitor for PFAS. DDW will issue the new general order for the expanded PFAS investigation under Health and Safety Code section 116378. An FAQ on the new requirements of Health and Safety Code section 116378 is posted on our website.

Web link to AB 756 FAQ:

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/pfos_and_pfoa/pfas_ab756_factsheet.pdf

Prior to the COVID-19 crisis, DDW intended to issue new orders, pursuant to Health and Safety Code section 116378, requiring additional PFAS testing. As responding to COVID-19 continues to create an impact on water systems, DDW's primary focus remains on the health and safety of our water system community and their ability to provide drinking water during this time of crisis. Accordingly, DDW is providing this advance notice of our intent to issue these new orders this summer. At this time, DDW anticipates sampling and testing will begin third quarter of 2020 calendar year (July 1st through September 30th). Your water system has at least one source well that is identified as fitting the criteria of the expanded investigation. Therefore, you should expect to receive a future order under Health and Safety Code Section 116378 for PFAS monitoring of specific source wells, likely beginning this summer. DDW may adjust the timeline as necessary as we monitor the COVID-19 response.

In the interim, we recommend that water systems with PFAS detections continue to monitor those wells with detections and provide public notification. Once issued, DDW expects that the new order will include increased public reporting requirements, guidance on detections, and determination of Response Level exceedances using a running quarterly average.

Updated Notification and Response Levels

In August 2019, the DDW updated the Notification Levels to 6.5 parts per trillion (ppt) for perfluorooctanesulfonic acid (PFOS) and 5.1 ppt for perfluorooctanoic acid (PFOA), with a combined response level set at 70 ppt. In February of this year, the State Water Board reduced the response levels to 10 ppt for PFOA and 40 ppt for PFOS. The current notification and response levels for PFAS chemicals are listed below:

PFAS Compound	Notification Level (ng/L)	Response Level (ng/L)
Perfluorooctanoic acid (PFOA)	5.1	10
Perfluorooctanesulfonic acid (PFOS)	6.5	40

Additional information is available on the State Water Board website:

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/PFOA_PFOS.html

The State Water Board appreciates your continuing work in assisting the statewide effort to characterize the presence of PFAS in drinking water supplies. DDW will continue to monitor the COVID-19 crisis and provide updates on PFAS investigation efforts as necessary.

If you have any questions, or if DDW can be of any assistance, please do not hesitate to contact me at Steven.Williams@waterboards.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven Williams", is written over a faint, illegible typed name.

Steven Williams, P.E.
District Engineer
Division of Drinking Water
STATE WATER RESOURCES CONTROL BOARD

11. CONSIDER APPROVAL OF AMENDMENT 1 TO MEMORANDUM OF UNDERSTANDING PROVIDING FOR COOPERATIVE EFFORTS TO EXPAND AND IMPROVE WATER SUPPLY AVAILABILITY WITH JURUPA COMMUNITY SERVICES DISTRICT AND WESTERN MUNICIPAL WATER DISTRICT: **DM 2020-41**

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr.
Armando Muniz
Bernard Murphy
John Skerbelis
F. Forest Trowbridge

General Manager

Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2020-41

June 4, 2020

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Approval of Amendment 1 to Memorandum of Understanding (MOU) Providing for Cooperative Efforts to Expand and Improve Water Supply Availability with Jurupa Community Services District and Western Municipal Water District

BACKGROUND:

The District and JCSD entered a MOU on March 23, 2020 with goal of working together on projects to increase the quantity and quality of water for the benefit of both Community Services Districts ("CSD"). The MOU provides understandings regarding cost and benefit sharing for each of the projects worked on.

RCSD and JCSD are both public agencies within Western Municipal Water District's ("WMWD") service boundary. Both CSD's contribute funding to WMWD through property taxes collected from customers within each respective CSD's service areas. As a result, both CSD's seek to amend the MOU to include WMWD as a party in investigating water supply alternatives, whether local or imported, that could increase potable water supply in an economical and efficient manner within the service areas. This was discussed with WMWD and WMWD requested joining. As the imported water supplier for the region, WMWD has many aligning goals and could provide great support for any proposed project.

WMWD's rights and obligations under this Amendment are limited to the following:

- WMWD may decide, in its sole discretion and to what extent, to participate with RCSD and JCSD in the investigations for additional water supply projects as described in the MOU; and
- Notwithstanding the cost sharing provisions in the MOU, it is acknowledged and agreed WMWD's participation will initially be limited to in-kind services by WMWD's staff; and
- Further participation by WMWD in the MOU shall be subject to a subsequent written amendment between the Parties.

Having additional support is welcomed and may help accelerate implementation of projects and make grant applications more attractive to funding entities.

RECOMMENDATION:

Staff recommends the Board of Directors:

1. Approve the attached Amendment 1 to Memorandum of Understanding (MOU) Providing for Cooperative Efforts to Expand and Improve Water Supply Availability with Jurupa Community Services District and Western Municipal Water District
2. Authorize the General Manager to sign Amendment 1 to the MOU, subject to non-substantive changes.

Respectfully,



JEFFREY D. SIMS, P.E.
General Manager

Attachment: Draft Amendment 1

AMENDMENT 1
MEMORANDUM OF UNDERSTANDING
REGARDING
COOPERATIVE EFFORTS TO EXPAND AND IMPROVE WATER SUPPLY AVAILABILITY

THIS AMENDMENT 1 TO MEMORANDUM OF UNDERSTANDING ("Amendment 1") is made and entered into as of _____, 2020 ("Effective Date") by and between Jurupa Community Services District, a public agency ("Jurupa"), Rubidoux Community Services District, a public agency ("Rubidoux") and Western Municipal Water District, a public agency ("Western"). All parties to this Amendment 1 may be referred to herein collectively as "Parties" and individually as "Party."

RECITALS

A. Jurupa and Rubidoux entered into that certain Memorandum Of Understanding Regarding Cooperative Efforts To Expand And Improve Water Supply Availability, dated March 24, 2020 ("MOU"), a copy of which is attached hereto and incorporated herein by reference. The MOU provides that Jurupa and Rubidoux will cooperatively investigate water supply alternatives optimizing use of available local groundwater supplies, and imported water supply alternatives through agencies having access to imported water supplies; and

B. The MOU references Western's role as an agency providing imported water supplies. Jurupa and Rubidoux are public agencies within Western's General Service Boundary and contribute funding to Western through property taxes collected from customers within its individual service areas. As a result, the Parties desire to enter into this Amendment 1 in order to include Western in the investigation of water supply alternatives, whether local or imported, that will increase potable water supply in an economical and efficient manner within the Parties' service areas.

NOW, THEREFORE, the Parties hereby make the following mutual commitments:

1. Western hereby becomes a Party to the MOU, subject to the terms and conditions set forth herein.
2. Western's rights and obligations under the MOU are limited to the following:
 - (a) Western may decide, in its sole discretion and to what extent, to participate with JCSD and RCSD in the investigations for additional water supply projects as described in the MOU.
 - (b) Notwithstanding the cost-sharing provisions in the MOU, it is hereby acknowledged and agreed Western's participation will initially be limited to in-kind services by Western staff.
 - (c) Further participation by Western in the MOU shall be subject to a subsequent written amendment between the Parties.

3. The Recitals set forth above are incorporated herein and made an operative part of this Amendment 1.
4. Except as otherwise specifically set forth in this Amendment 1, the provisions of the MOU shall remain in full force and effect.

IN WITNESS HEREOF, the Parties have executed this MOU as of the last date indicated below.

JURUPA COMMUNITY SERVICES DISTRICT

RUBIDOUX COMMUNITY SERVICES DISTRICT

By: _____
Chris Berch
Title: General Manager

By: _____
Jeff Sims
Title: Assistant General Manager

WESTERN MUNICIPAL WATER DISTRICT

By: 
Craig Miller
Title: General Manager


Date

**MEMORANDUM OF UNDERSTANDING
REGARDING
COOPERATIVE EFFORTS TO EXPAND AND IMPROVE WATER SUPPLY AVAILABILITY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between Jurupa Community Services District, a public agency (“Jurupa”), and Rubidoux Community Services District, a public agency (“Rubidoux”). Jurupa and Rubidoux may be collectively referred to herein as “Parties” and individually as “Party.”

Recitals

- A. Both Jurupa and Rubidoux are community services districts formed to provide various public services to customers within their respective service boundaries including potable water supply and sewer collection and disposal services; and
- B. Jurupa and Rubidoux are currently wholly dependent on local groundwater resources to meet potable water demands of its customers within their service areas. Both Parties have committed significant financial resources to access, treat, transmit, distribute and store available local groundwater resources; and
- C. The Parties are adjacent each other geographically and in recognition of a common interest to maintain reliable and continuous potable water supply for their customers, the Parties shared in the costs to design and construct an interagency connection allowing the flow of potable water in either direction between the Parties; and
- D. The Parties are public agencies within Western Municipal Water District’s (“Western”) general district boundary. Western was formed in 1954, in part, to make available through the Metropolitan Water District of Southern California (“MWD”) imported water supplies to supplement local water resources of the public agencies within its’ general district boundary. Both Parties provide funding to Western through customer property taxes collected within the Parties’ service areas; and
- E. Rubidoux is a multi-county agency, Riverside and San Bernardino, with part of its customers served potable water by West Valley Water District, an agency supplied imported water from San Bernardino Valley Municipal Water District. San Bernardino Valley Municipal Water District has access to State Water Project water; and
- F. Local groundwater resources available to the Parties is limited and subject to increasing water quality concerns. Water quality issues facing local groundwater resources include, but are not limited to, total dissolved solids (“TDS”), nitrates, 1,2,3 TCP, Perchlorate, Manganese, and PFAS Compounds; and

G. Both Parties have water master plans estimating ultimate potable water demands based on current and planned land uses within their service areas. The projected ultimate potable water demands exceed potable water supplies currently available; and

H. The Parties recognize there is a continued common interest to cooperatively investigate water supply alternatives optimizing use of available local groundwater supplies either in the Riverside Basin or Chino Basin, and imported water supply alternatives through agencies having access to imported water supplies, and

I. In an effort to benefit customers and ratepayers within their respective services areas, the Parties desire to memorialize their understandings with this MOU to cooperatively work together to investigate water supply alternatives, whether local or imported, that will increase potable water supply in an economic and efficient manner.

NOW THEREFORE the Parties enter this MOU with the following understandings:

Understandings

1. Need for additional potable water supply: The Parties confirm through current master planning efforts the need for additional potable water supplies to meet projected ultimate potable water demands and water quality objectives within each of their respective service areas.
2. Cooperative effort: The Parties will coordinate and collaborate in studies, preliminary engineering, understanding of institutional issues, regulatory requirements and environmental criteria associated with various potable water supply projects such as:
 - a. Increased groundwater supply from Riverside Basin
 - b. Imported water from MWD facilities through new or existing MWD Member Agency meter(s)
 - c. Increased water supply from Chino Basin
 - d. Reuse of recycled water benefiting groundwater recharge or otherwise offsetting potable water demands.
3. Desired Outcomes of Cooperative Effort: The Parties agree outcomes of the cooperative effort will include, but not be limited to:
 - a. Increase of potable supply
 - b. TDS mitigation such that TDS concentrations within sewer discharged to the City of Riverside by either Party will be low enough so the recycled water discharged to the Santa Ana River is at or below the TDS limits established within the NPDES Permit issued by the Regional Water Quality Control Board
 - c. Capital and operational and maintenance cost of water is economically viable

- d. Supply is sustainable and reliable – both in quantity and quality
- e. Identification of potential capital funding opportunities

4. Cost Sharing: The Parties agree to share equally in expenses to prepare “Order of Magnitude” cost estimates for potable water supply alternatives. The water supply alternatives would identify estimated yield of water on an annual basis, location of facilities, sources of supply, estimated design and construction costs, and operational costs based on preliminary / study level analyses. An “Order of Magnitude Estimate” is defined as:

An approximate estimate made without detailed engineering data. Some examples are – an estimate from cost-capacity curves, an estimate using scale-up or down factors, and an approximate ratio estimate. An estimate of this type is normally expected to be accurate within plus 50 percent or minus 30 percent.

5. Use of Consultants: It is anticipated consultant support will be utilized to evaluate alternatives and develop Order of Magnitude cost estimates. The Party acting as lead in hiring consultants to assist the Parties on supply alternative(s) will provide the other Party the proposal for review and input. It is recognized and acknowledged by the Parties that Board of Director authorization may be necessary for commitment of cost sharing due to the amount of the consultant proposal. The Parties agree to provide up to sixty (60) days to obtain any necessary Board of Director approvals. Parties will provide each other appropriate written documentation of cost sharing commitments.

This MOU will serve as the general basis of understanding between the Parties. As specific work effort is defined necessitating use of consultants, the Parties will each execute and provide to the other a signed copy of a Project Identification Form, attached hereto as Exhibit 1. The Project Identification Form will indicate:

- a. Project name
- b. Brief description of project
- c. Scope of consultant work to be performed
- d. Cost of consultant work
- e. Timing of work
- f. Percent commitment by each Party

The Project Identification Form will have appropriate authorizations from each Party.

6. Staff Expenses: The Parties agree each Party will contribute all expenses associated with staff labor expended on development of Order of Magnitude Cost Estimates for potable water supply alternatives.

7. Prior Expenses: The Parties agree any expenses expended on development of water supply alternatives prior to the effective date of this MOU are contributed to the cooperative

effort and there are no expectations of reimbursement. Excluded from this section are costs a Party may have already invested in physical water supply facilities or resources, that are included into a shared water supply project benefitting both Parties. For example – an existing well or group of existing wells of one Party are aggregated to provide raw water to a shared treatment facility that produces treated potable water for the benefit of both Parties. In this type of scenario, a cost allocation would need to be defined using methodology for equitable cost sharing / buy-in allocation.

8. Reconciliation of Expenses to Benefits: If a water supply project or projects is identified to move beyond this initial study effort, the Parties may elect to cooperate in the development of a future agreement to support development of a Preliminary Design Report, or next appropriate level of effort, to further refine the project or projects.

9. Future Agreements: The Parties acknowledge and agree expenses to move a water supply project beyond initial planning Order of Magnitude effort may be substantial. As such the Parties agree to cooperatively collaborate on Future Agreements to further define terms regarding continued partnering on potable water supply projects.

10. Grant Pursuit: The Parties acknowledge and agree to pursue and support each other in the pursuit of grants.

11. Effective Date of MOU: The MOU is effective the date of the signature of the Party last signing this MOU.

12. Term of MOU: The MOU remains in effect until June 30, 2022 unless terminated earlier which can be done by either Party with sixty (60) days written notice to the other Party and full payment of any cost sharing amounts owed. The MOU can be extended as mutually agreed upon by the Parties.

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

JURUPA COMMUNITY SERVICES DISTRICT

RUBIDOUX COMMUNITY SERVICES DISTRICT

By: 
Chris Berch

By: 
Jeff Sims

Title: General Manager

Title: Assistant General Manager

Date: 3-24-20

Date: 3.24.20

EXHIBIT "A"

PROJECT IDENTIFICATION FORM
In regards to
MOU REGARDING COOPERATIVE EFFORTS TO EXPAND WATER SUPPLY
JCSD & RCSD

Project Name: _____

Description: _____

Cost Share: RCSD _____% JCSD _____%

Consultant's Name: _____

This Job: _____

Address: _____

Liaison's Name: _____

City, Zip: _____

Liaison's Phone: _____

Office Phone: _____

FAX #: _____

Description: _____

JCSD and RCSD agree to cost share based on the percentages indicated above for the work identified in this Project Identification Form. Each Party agrees to pay the Party who hires and manages the Consultant within thirty (30) days of upon receipt of being invoiced for work approved by the Parties. Parties acknowledge and agree this Project Identification Form is in furtherance of and guided by understandings as stated in the Memorandum of Understanding Regarding Cooperative Efforts To Expand And Improve Water Supply Availability dated _____.

Jurupa Community Services District

Rubidoux Community Services District

By: _____

By: _____

NAME TYPED: _____

NAME TYPED: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

12. CONSIDER NOTICE OF COMPLETION FOR THE JURUPA HILLS LIFT
STATION PROJECT – WEKA CONSTRUCTION: **DM 2020-42**

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr.
Armando Muniz
Bernard Murphy
John Skerbelis
F. Forest Trowbridge

General Manager

Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2020-42

June 4, 2020

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Notice of Completion for the Jurupa Hills Lift Station Project – WEKA, Inc.

BACKGROUND:

At the June 20, 2019 regular Board Meeting of the Rubidoux Community Services District (“District”), the Board awarded WEKA, Inc. a construction contract for the construction of the Jurupa Hills Lift Station Replacement Project (“Project”). The award amount was \$535,033.00. In addition to the award of the construction contract to WEKA, Inc., the Board also approved work by Center Electric for additional electrical work, and TKE Engineering Inc. for required construction management and inspection services. Details regarding this action is memorialized in DM 2019-33, attached.

The Project was necessary to replace an aged lift station that services the Cascade Mobile Home Park (325 units) and 190 single family homes. The new lift station will increase service reliability and minimize potential for sewage spills.

The Project is now complete. The next step is to file a Notice of Completion (“NOC”) with Riverside County Recorder office. Filing of the NOC starts a 35-day period for any person or entity to file a claim for services or materials used by WEKA, Inc. that have gone unpaid. It also is the period for WEKA, Inc. to file any claims with the District for Project disputes. Once the 35-day period ends and there are no claims, the District will release held retention to WEKA, Inc.

The total WEKA, Inc. contract with change order is \$550,614.90. To date, the contractor has been paid \$523,084.16. This represents 100% of the contract amount with approved change orders less \$27,530.74 of held retention.

RECOMMENDATION:

Staff recommends the Rubidoux Community Services District Board of Directors:

1. Accept the work performed by WEKA, Inc. for the construction of the Jurupa Hills Lift Station Replacement Project as complete and conforming to District Specifications.
2. Authorize the execution and filing of the Notice of Completion for the Project in the amount of \$550,614.90 which starts the 35-day period to file any claims associated with the Project.

– Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attachment:

1. WEKA, Inc. Invoice# 205-RET
2. Notice of Completion
3. DM 2019-33 dated June 20, 2019

WEKA, INC.

Invoice # 205-RET

TO

RUBIDOUX COMMUNITY SERVICES DISTRICT
 P.O. BOX 3098
 JURUPA VALLEY, CA 92519

Customer Phone 951-684-7580

INV DATE	JOB NAME/NUMBER	Terms
5/4/2020	JURUPA HILLS LIFT STATION/205	Net 30
DESCRIPTION		
Retention Original Contract		26,751.65
Retention CCO #1		779.09
REMIT TO: WEKA, INC. 27075 5TH STREET HIGHLAND, CA 92346		
TOTAL AMOUNT DUE THIS INVOICE		\$ 27,530.74

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Weka, Inc.

Name of Customer: Rubidoux Community Services District

Job Location: Jurupa Hills Lift Station

Owner: Rubidoux Community Services District

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Rubidoux Community Services District

Amount of Check: \$ 27,530.74

Check Payable to: Weka, Inc.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature: *Rebecca Brockhaw*

Claimant's Title: Office Manager

Date of Signature: 06/01/2020

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Weka, Inc.

Name of Customer: Rubidoux Community Services District

Job Location: Jurupa Hills Lift Station

Owner: Rubidoux Community Services District

Through Date: 05/01/2020

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ 42,552.31

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Rebecca Brochman

Claimant's Title: Office Manager

Date of Signature: 06/01/2020

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Rubidoux Community Services District
P.O. Box 3098
Jurupa Valley, CA 92519-3098

(Gov't Code 6103)
No tax due (Grantee is a public agency)

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work: Jurupa Hills Lift Station Replacement Project
Date of Completion: June 4, 2020
Nature or estate of owner: In fee
Address of owner: Rubidoux Community Services District
3590 Rubidoux Blvd, Jurupa Valley, CA 92509
Name of contractor: WEKA, Inc.
27075 5th Street, Highland, CA 92346
Surety of Contractor: U.S. Specialty Insurance Company
801 S. Figueroa Street
Suite 700
Los Angeles, CA 90017

**Street address or
Legal description of site:** Jurupa Hills Golf Course, Jurupa Valley, CA

Dated: June 4, 2020

Owner: Rubidoux Community Services District
(Name of Public Entity)

By: _____

Title: Armando Muniz, President, Board of Directors

VERIFICATION

I, the undersigned, say: I am the General Manager of the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my knowledge.

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

Executed on June 4, 2020, at Jurupa Valley, California

JEFFREY D. SIMS, P. E.
General Manager

Rubidoux Community Services District

Board of Directors

Hank Trueba Jr.
Armando Muniz
Bernard Murphy
John Skerbelis
F. Forest Trowbridge

Secretary-Manager

Steven W. Appel



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

DIRECTORS MEMORANDUM 2019-33

June 20, 2019

To: Rubidoux Community Services District
 Board of Directors

Subject: Consideration to Award the Construction Contract the Replacement of the Jurupa Hills Lift Station

BACKGROUND:

On June 11, 2019 the District received and opened four sealed bids for the replacement of the Jurupa Hills Lift Station. The Jurupa Hills Lift Station is located on the Jurupa Hills Country Club property and serves the Cascade mobile home park (325 units) and 190 single family homes to the west of the lift station. A map of the area is attached as Exhibit "A". Authorization to solicit sealed bids was approved by the Board at the May 2, 2019 regular meeting.

The existing lift station was constructed in the mid-60's and has reached the end of its useful life. Increased maintenance and scarcity of replacement parts is becoming critical. The replacement of the lift station was identified as essential in the District's 2015 Wastewater Master Plan.

The four bids received were from Weka, Norstar, SCW, and Metro Builders & Engineers; and ranged from \$535,033.00 to \$1,312,110.00. The low bid was received from Weka, Inc. in the amount of \$535,033.00. Weka's bid documents were reviewed, and no irregularities were noted.

In order to better manage and inspect this project, Staff requested an engineering services proposal from TKE to provide necessary construction management and inspection (CM&I) services. TKE's CM&I proposal is \$48,000.00.

In addition to the above, minor electrical modifications will be necessary to complete the electrical reconnection. Center Electric has estimated this work to be no more than \$40,000.00.

Finally, it is prudent to recognize the unknown and establish a contingency in the amount of 5% of the construction cost or \$27,000.00 (rounded).

The following is a summary of the project costs to complete the work:

Construction (Weka)	=	\$535,033.00	
Addl. Electrical (Center)	=	\$40,000.00	
CM&I (TKE)	=	\$48,000.00	
Contingency (5%)	=	<u>\$27,000.00</u>	
Total to complete the Work	=		<u>\$650,033.00</u>

The construction of the Jurupa Hills Lift Station will be funded from the Wastewater Capital Reserve Fund which currently has a balance over \$3 million as of May 31, 2019.

RECOMMENDATION:

Staff has reviewed the bids and proposals and recommends the following to the Rubidoux Community Services District Board of Directors:

1. Award the construction of the Jurupa Hills Lift Station Replacement Project to Weka, Inc. in the amount of \$535,033.00;
2. Approve the additional electrical work by Center Electric for \$40,000.00;
3. Approve the Construction Management & inspection services from TKE Engineering, Inc. in the amount of \$48,000.00;
4. Approve a construction contingency in the amount of \$27,000.00; and,
5. Approve and Encumber a total project cost to complete the Jurupa Hills Lift Station Replacement project budget in the amount of \$650.033.00

Respectfully,

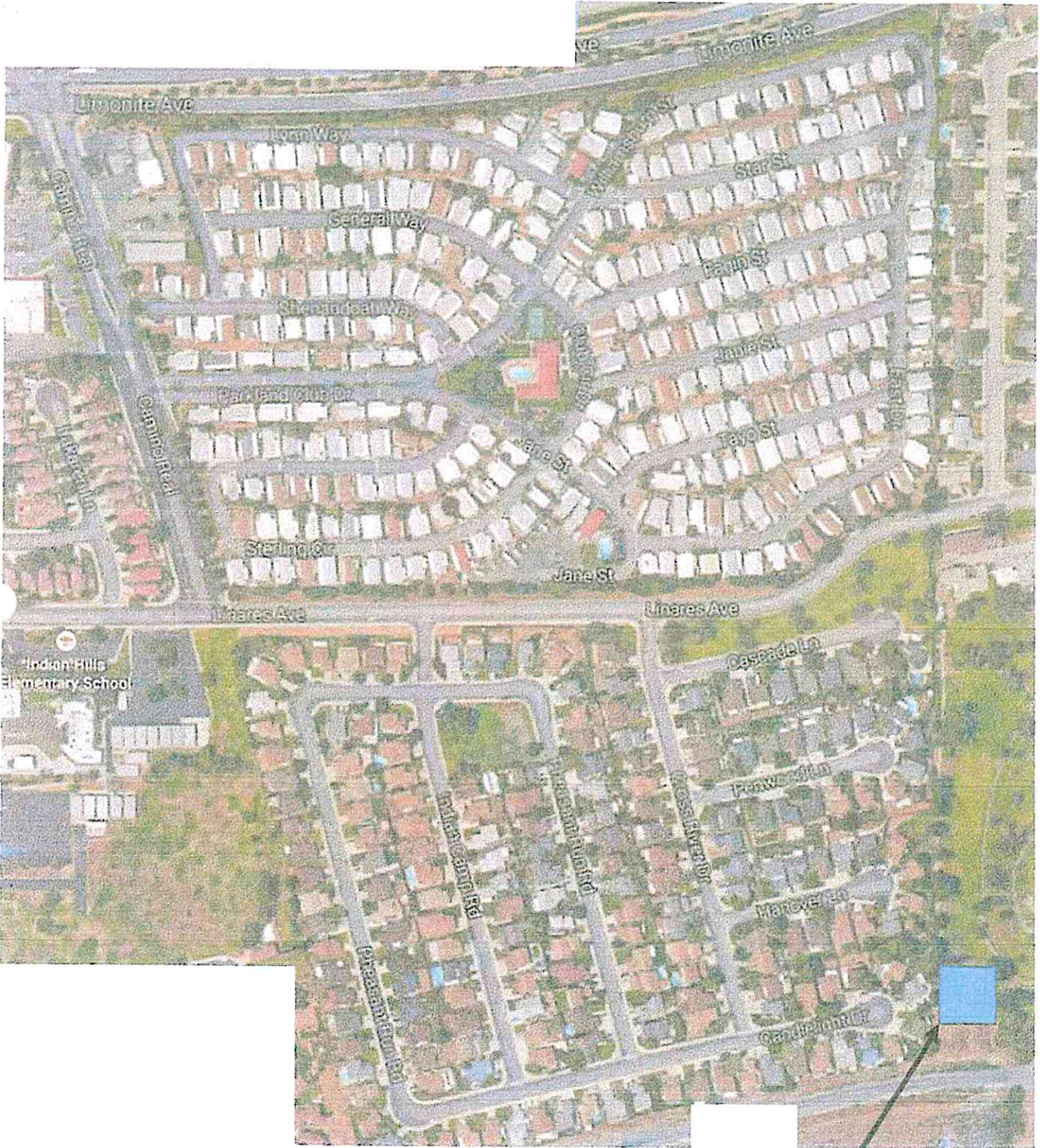


STEVEN W. APPEL, DPA, PE
Assistant General Manager/
District Engineer

Exhibits: "A" – Project Area Map

EXHIBIT "A"

**JURUPA HILLS LIFT STATION SITE
AND TRIBUTARY AREA**



JURUPA HILLS LIFT STATION

13. DIRECTORS COMMENTS - NON-ACTION

14. ADJOURNMENT