



**REGULAR MEETING
OF THE
CACHUMA OPERATION AND MAINTENANCE BOARD**

**Monday, September 25, 2023
1:00 P.M.**

HOW TO OBSERVE THE MEETING

Join by Teleconference or Attend in Person

COMB follows Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH) and local public health guidelines with respect to COVID-19 protocols and masking requirements, based on local conditions and needs. COMB will have available masks for use during public meetings.

Members of the public may observe the meeting electronically as set forth below.

Join via Video Conference

<https://us02web.zoom.us/j/8232409920?pwd=TUhtK0ZLQXBnQmlYQ2tZR0ZUU216UT09>

Passcode: 050525

Join via Teleconference

US +1 669 900 6833 Webinar ID: 823 2409 9920 Passcode: 050525

HOW TO MAKE A PUBLIC COMMENT

Any member of the public may address the Board on any subject within the jurisdiction of the Board of Directors. The total time for this item will be limited by the President of the Board. The Board is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any Public Comment item.

In person: Those observing the meeting in person may make comments during designated public comment periods.

By Video: Those observing the meeting by video may make comments during designated public comment periods using the “raise hand” feature. Commenters will be required to unmute their respective microphone when providing comments.

By Telephone: Those observing the meeting by telephone may make comments during the designated public comment periods by pressing *9 on the key pad to indicate such interest. Commenters will be prompted to press *6 to unmute their respective telephone when called upon to speak.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Cachuma Operation and Maintenance Board office at (805) 687-4011 at least 48 hours prior to the meeting to enable the Board to make reasonable arrangements.

THIS PAGE INTENTIONALLY LEFT BLANK

**REGULAR MEETING
OF THE CACHUMA OPERATION AND MAINTENANCE BOARD**
held at
**3301 Laurel Canyon Road
Santa Barbara, CA 93105**

Monday, September 25, 2023

1:00 PM

AGENDA

NOTICE: This Meeting shall be conducted in-person and through remote access as authorized and in accordance with Government Code section 54953, AB 361 and AB 2449.

- 1. CALL TO ORDER, ROLL CALL**
- 2. PUBLIC COMMENT** *(Public may address the Board on any subject matter within the Board's jurisdiction. See "Notice to the Public" below.)*
- 3. CONSENT AGENDA** *(All items on the Consent Agenda are considered to be routine and will be approved or rejected in a single motion. Any item placed on the Consent Agenda may be removed and placed on the Regular Agenda for discussion and possible action upon the request of any Board Member.)*
Action: Recommend Approval of Consent Agenda by motion and roll call vote of the Board
 - a. Minutes of July 24, 2023 Regular Board Meeting
 - b. Minutes of August 28, 2023 Regular Board Meeting
 - c. Investment of Funds
 - Financial Reports
 - Investment Reports
 - d. Review of Paid Claims
- 4. VERBAL REPORTS FROM BOARD COMMITTEES**
Receive verbal information regarding the following committee meetings:
 - Administrative Committee Meeting – September 12, 2023
 - Lake Cachuma Oak Tree Committee Meeting – September 14, 2023
- 5. RESOLUTION NO. 793 – 2nd AMENDATORY CONTRACT NO. 14-06-200-5222RB FOR THE OPERATION AND MAINTENANCE OF THE CACHUMA TRANSFERRED PROJECT WORKS – CACHUMA PROJECT, CALIFORNIA**
Action: Recommend adoption by motion and roll call vote of the Board
- 6. UPDATED PERSONNEL POLICY AND EMPLOYEE HANDBOOK**
Action: Receive and file the updated Personnel Policy and Employee Handbook
- 7. 2023 STORM DAMAGE – COUNTY-WIDE DEBRIS REMOVAL CONSTRUCTION CONTRACT CHANGE ORDER**
Action: Receive and file the project summary and approved change order on the County-Wide Debris removal construction project

THIS PAGE INTENTIONALLY LEFT BLANK

8. **2023 STORM DAMAGE - LAURO STILLING WELL DEBRIS REMOVAL CONSTRUCTION CONTRACT CHANGE ORDER**
Action: Recommend approval by motion and roll call vote of the Board
9. **LAKE CACHUMA OAK TREE RESTORATION PROGRAM ANNUAL REPORT**
Action: Receive and file the Lake Cachuma Oak Tree Program Annual Report and provide direction to staff as appropriate
10. **GENERAL MANAGER REPORT**
Receive information from the General Manager on topics pertaining to COMB, including but not limited to the following:
 - Administration
 - U.S. Bureau of Reclamation
11. **ENGINEER'S REPORT**
Receive information from the COMB Engineer, including but not limited to the following:
 - Climate Conditions
 - Lake Elevation Projection
 - Winter Storm Preparation
 - Infrastructure Improvement Projects
12. **OPERATIONS DIVISION REPORT**
Receive verbal information regarding the Operations Division, including but not limited to the following:
 - Lake Cachuma Operations
 - Operation and Maintenance Activities
13. **FISHERIES DIVISION REPORT**
Receive information from the Fisheries Division Manager, including, but not limited to the following:
 - LSYR Steelhead Monitoring Elements
 - Surcharge Water Accounting
 - Reporting/Outreach/Training
14. **PROGRESS REPORT ON LAKE CACHUMA OAK TREE PROGRAM**
Action: Receive information, including but not limited to the following, and provide direction to staff if appropriate:
 - Maintenance and Monitoring
 - End of Program Plan
15. **MONTHLY CACHUMA PROJECT REPORTS**
Receive information regarding the Cachuma Project, including but not limited to the following:
 - a. Cachuma Water Reports
 - b. Cachuma Reservoir Current Conditions
 - c. Lake Cachuma Quagga Survey
16. **DIRECTORS' REQUESTS FOR AGENDA ITEMS FOR FUTURE MEETING**

THIS PAGE INTENTIONALLY LEFT BLANK

17. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION

- a. [Government Code Section 54956.9(d)(1)]
Potential Litigation: Conference with Legal Counsel

18. RECONVENE INTO OPEN SESSION

- [Government Code Section 54957.7]
Disclosure of actions taken in closed session, as applicable
[Government Code Section 54957.1]

- 17a. Potential Litigation: Conference with Legal Counsel

19. MEETING SCHEDULE

- **Regular Board Meeting – October 23, 2023 at 1:00 PM**
- **Board Packages available on COMB website www.cachuma-board.org**

20. COMB ADJOURNMENT

NOTICE TO PUBLIC

Posting of Agenda: This agenda was posted at COMB's offices, located at 3301 Laurel Canyon Road, Santa Barbara, California, 93105 and on COMB's website, in accordance with Government Code Section 54954.2. The agenda contains a brief general description of each item to be considered by the Governing Board. The Board reserves the right to modify the order in which agenda items are heard. Copies of staff reports or other written documents relating to each item of business are on file at the COMB offices and are available for public inspection during normal business hours. A person with a question concerning any of the agenda items may call COMB's General Manager at (805) 687-4011.

Written materials: In accordance with Government Code Section 54957.5, written materials relating to an item on this agenda which are distributed to the Governing Board less than 72 hours (for a regular meeting) or 24 hours (for a special meeting) will be made available for public inspection at the COMB offices during normal business hours. The written materials may also be posted on COMB's website subject to staff's ability to post the documents before the scheduled meeting.

Public Comment: Any member of the public may address the Board on any subject within the jurisdiction of the Board. The total time for this item will be limited by the President of the Board. The Board is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any Public Comment item.

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Cachuma Operation and Maintenance Board office at (805) 687-4011 at least 48 hours prior to the meeting to enable the Board to make reasonable arrangements.

Note: If you challenge in court any of the Board's decisions related to the listed agenda items you may be limited to raising only those issues you or someone else raised at any public hearing described in this notice or in written correspondence to the Governing Board prior to the public hearing.

THIS PAGE INTENTIONALLY LEFT BLANK

**MINUTES OF REGULAR MEETING
OF THE CACHUMA OPERATION AND MAINTENANCE BOARD**
held at
**3301 Laurel Canyon Road
Santa Barbara, CA 93105**

**Monday, July 24, 2023
1:00 PM**

MINUTES

1. CALL TO ORDER, ROLL CALL

The regular meeting of the Board of Directors was called to order by President Holcombe at 1:04 PM

Directors Present:

Polly Holcombe, Carpinteria Valley Water District (Remote)
Kristen Sneddon, City of Santa Barbara
Lauren Hanson, Goleta Water District

Director Absent:

Cori Hayman, Montecito Water District

General Counsel Present:

William Carter - Musick, Peeler, Garrett, LLP

Staff Present:

Janet Gingras, General Manager	Elijah Papen, Senior Program Analyst
Edward Lyons, Administrative Manager/CFO	Timothy Robinson, Fisheries Division Manager
Joel Degner, Engineer/Operations Division Manager	Ursula Santana, Administrative Assistant II
Shane King, Ops Supervisor/Chief Distrib. Operator	Dorothy Turner, Administrative Assistant II

Others Present:

Dana Hoffenberg, City of Santa Barbara	Matt Young, COSB Water Agency
Leah Makler, Goleta Water District	Dakota Corey, City of Santa Barbara

2. PUBLIC COMMENT

The Board welcomed Ursula Santana as the new Administrative Assistant.

3. CONSENT AGENDA

- a. Minutes of June 26, 2023 Regular Board Meeting
- b. Investment of Funds
 - Financial Reports
 - Investment Reports
 - Review of Paid Claims

Ms. Gingras, General Manager, presented the consent agenda for the Board's consideration. Mr. Lyons, Administrative Manager/CFO, reviewed several expenditures of note, including payments to Gibbs Truck Centers, Makai Ocean Engineering, Ramsay Asphalt and to Flowers and Associates.

Item #3a

Page 1

Director Hanson motioned to approve the Consent Agenda, followed by a second from Director Sneddon. The motion carried with a vote of five in favor and one absent.

Ayes: Sneddon, Hanson, Holcombe

Nays:

Absent: Hayman

Abstain:

4. VERBAL REPORTS FROM BOARD COMMITTEES

- Fisheries Committee Meeting – July 12, 2023
- Administrative Committee Meeting – July 18, 2023

Director Hanson reviewed the Fisheries Committee topics, noting that they were addressed in today's agenda. President Holcombe followed with a summary of the Administrative Committee meeting and its recommendations.

5. BOARD COMMITTEE APPOINTMENTS FOR FISCAL YEAR 2023-24

President Holcombe announced no changes to the current committee assignments as noted within the agenda and called for a motion, provided by Director Sneddon, and seconded by Director Hanson. The motion carried with a vote of five in favor and one absent;

Ayes: Sneddon, Hanson, Holcombe

Nays:

Absent: Hayman

Abstain:

6. PROPOSED ANNUAL RESOLUTIONS

Ms. Gringas presented Resolutions No. 782 through No. 790, noting that the approval of the annual Resolutions is a basic housekeeping item. The resolutions will supersede prior resolutions of the same subject matter.

Director Sneddon motioned to adopt Resolutions No. 782 through No. 790 as presented and Director Hanson seconded. The motion carried with a vote of five in favor and one absent.

Ayes: Sneddon, Hanson and Holcombe

Nays:

Absent: Hayman

Abstain:

7. UPDATE TO FISCAL POLICY – CAPITALIZATION OF ASSETS / DISPOSAL OF ASSETS PROVISIONS

Mr. Lyons presented the update to the fiscal policy for the Board to consider. The update related to the accounting for fixed assets, as recommended by the Government Financial Officers Association. As well, the Board discussed the possible capitalization of certain COMB infrastructure projects, including the Modified Upper Reach Reliability Project (MURRP) and the Lake Cachuma Secured Pipeline Project. In discussion, it was noted that capitalization of certain assets would significantly improve COMB's financial position and reviewed by COMB's auditors.

Director Hanson motioned to approve the update to the Fiscal Policy as presented including the capitalization of the Lake Cachuma Secured Pipeline Project. Director Sneddon seconded the motion. The motion carried with a vote of five in favor and one absent. The capitalization of the MURRP will be brought back for possible inclusion following additional discussion with Reclamation regarding title to assets within their easement.

Ayes: Sneddon, Hanson and Holcombe

Nays:

Absent: Hayman

Abstain:

8. OPTIONS FOR CALPERS UNFUNDED ACCRUED LIABILITY (UAL) PAYMENTS

Mr. Lyons presented the Board with options for paying the CalPERS unfunded accrued liability (UAL) obligation. Currently, COMB pays the UAL on a monthly basis. Staff analysis indicated that making a lump sum payment would result in savings of \$2,600 annually. Staff will analyze the cost savings each year to determine the best option for future payment of UALs.

Director Sneddon motioned to approve full lump sum payment of the UAL and Director Hanson seconded. The motion carried with a vote of five in favor and one absent

Ayes: Sneddon, Hanson and Holcombe

Nays:

Absent: Hayman

Abstain:

9. RESOLUTION NO. 791 – PROPOSITION 1 (IRWMP) SUBGRANT AGREEMENT WITH SANTA BARBARA COUNTY WATER AGENCY

Ms. Gingras presented Resolution No. 791 for the Board to consider. The adoption of Resolution No. 791 approves the execution of the Proposition 1 (IRWMP) subgrant agreement with the Santa Barbara County Water Agency to secure grant funding for the Secured Pipeline project.

Director Hanson motioned and Director Sneddon seconded to adopt Resolution No. 791 and authorize the Board President to execute the subgrant agreement with the County Water Agency. The motion carried with a vote of five in favor and one absent.

Ayes: Sneddon, Hanson, Holcombe

Nays:

Absent: Hayman

Abstain:

10. PROPOSED AMENDMENT TO THE COMB/CVWD COOPERATIVE AGREEMENT

Ms. Gingras introduced the proposed amendment to the cooperative agreement with Carpinteria Valley Water District (CVWD) for Board consideration. The proposed amendment would evenly allocate the total expenditures between the two agencies at \$1.1 million each, with CVWD agreeing to relieve COMB of several tasks and add them to the CVWD work plan. The execution of the amendment would take place following CVWD Board's vote to approve it at their upcoming meeting. As well, the COMB Board thanked CVWD for their assistance and cooperation in the amendment process.

Director Sneddon motioned and Director Hanson seconded the motion to approve the execution of the amendment to the cooperative agreement with Carpinteria Valley Water District. The motion carried with a vote of five in favor and one absent.

Ayes: Sneddon, Hanson and Holcombe

Nays:

Absent: Hayman

Abstain:

11. QUIOTA CREEK 2023 STORM DAMAGE REPAIRS – PROPOSED PROJECT FUNDING AND PERMIT ACQUISITION

Mr. Robinson presented the request for Board approval to pursue funding and permit acquisition for repairs to various fish passage enhancement projects damaged in the 2023 storms.

Mr. Robinson illustrated the damages to the fish passage crossings with before and after photos of the crossings and described the proposed repairs. He recommended submitting a grant application to the Wildlife Conservation Board to fund the repairs described and applying for the necessary permits for all the crossings. He provided support for sole sourcing the repairs.

Director Hanson motioned and Director Sneddon seconded the motion to approve the recommendations as outlined in the staff memorandum, including spending up to \$200,000 available from the Renewal Fund. The motion carried with a vote of five in favor and one absent.

Ayes: Sneddon, Hanson and Holcombe

Nays:

Absent: Hayman

Abstain:

12. GENERAL MANAGER REPORT

- Administration
- U.S. Bureau of Reclamation

Ms. Gringas presented the General Manager report, first reviewing the contracts executed during the prior quarter. She reported that contracts for the annual Scopes of Work for Fisheries Division support will be drafted. Ms. Gringas noted that staff received a \$6,000 invoice from Reclamation for administrative expenses associated with the renewal of the O&M contract. Finally, Ms. Gringas noted that Reclamation asked COMB to facilitate development of a draft study plan (requirement from WRO 2019-048) with the Cachuma Conservation Release Board (CCRB) and downstream interests.

13. ENGINEER'S REPORT

- Climate Conditions
- North Portal Elevator Water Damager
- Lake Cachuma Water Quality and Sediment Management Study
- 2023 Winter Storm Repairs Update
- Infrastructure Improvement Projects Update

Mr. Degner, Engineer/Operations Division Manager, presented the Engineer's Report. He noted that El Niño climate conditions persist. As well, he provided an update on needed repairs to the North Portal elevator shaft due to groundwater intrusion. Mr. Degner advised that sediment core samples had been taken, in conjunction with Lake Cachuma Water Quality and Sediment Management study and are currently under analysis. He summarized ongoing activities to repair damage from the winter storms and noted, in particular the discovery that sediment has clogged the Lauro Stilling Well. Efforts to coordinate debris removal at the Stilling Well are under way. Finally, Mr. Degner reviewed the status of the various Infrastructure Improvement projects.

14. OPERATIONS DIVISION REPORT

Mr. King, Operations Supervisor, presented the Operations Division report. He noted that Reclamation will perform its annual inspections the first week of August. Staff housekeeping and maintenance operations are under way in preparation for the inspection. Mr. King reported that a leaking air vent at Ortega Reservoir had been replaced. Finally, he recapped Aspect Engineering's SCADA maintenance activities and replacement of level transducers at Carpinteria Reservoir.

15. FISHERIES DIVISION REPORT

Mr. Robinson, Fisheries Divisions Manager, presented the Fisheries Division Report. He noted that target flows at Hilton Creek and Highway 154 measuring sites continued to be above the minimums required. Mr. Robinson reported that, as Reclamation reduces flow, staff will ramp up stranding surveys. Finally he confirmed that the spill and availability of surplus water had ended as of June 30th.

16. PROGRESS REPORT ON LAKE CACHUMA OAK TREE PROGRAM

Mr. Robinson, Fisheries Divisions Manager, presented the Progress Report on Lake Cachuma Oak Tree Program. He reported that approximately 22 trees, inundated during the recent storms, were at risk of mortality. Routine watering and weeding continue. Mr. Robinson will monitor tree loss and evaluate any need for replacement trees.

17. MONTHLY CACHUMA PROJECT REPORTS

- a. Cachuma Water Reports
- b. Cachuma Reservoir Current Conditions
- c. Lake Cachuma Quagga Survey

Ms. Gingras noted that the Cachuma Project reports were routine.

18. DIRECTORS' REQUESTS FOR AGENDA ITEMS FOR FUTURE MEETING

There were no requests from Directors.

19. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION

- a. [Government Code Section 54956.9(d)(1)]
Potential Litigation: Conference with Legal Counsel

The Board adjourned into Closed Session at 2:37 PM.

20. RECONVENE INTO OPEN SESSION

[Government Code Section 54957.7]
Disclosure of actions taken in closed session, as applicable
[Government Code Section 54957.1]

19a. Potential Litigation: Conference with Legal Counsel

The Board reconvened in Open Session at 2:58 PM. There was no reportable action.

21. MEETING SCHEDULE

- **Regular Board Meeting – August 28, 2023 at 1:00 PM**
- **Board Packages available on COMB website www.cachuma-board.org**

22. COMB ADJOURNMENT

There being no further business, the meeting was adjourned at 2:59 PM.

Respectfully submitted,

Janet Gingras, Secretary of the Board

	<i>Approved</i>
√	<i>Unapproved</i>

APPROVED:

Polly Holcombe, President of the Board

**MINUTES OF REGULAR MEETING
OF THE CACHUMA OPERATION AND MAINTENANCE BOARD**

held at

**3301 Laurel Canyon Road
Santa Barbara, CA 93105**

**Monday, August 28, 2023
1:00 PM**

MINUTES

1. CALL TO ORDER, ROLL CALL

The regular meeting of the Board of Directors was called to order by Vice-President Sneddon at 1:00 PM.

Directors Present:

Case Van Wingerden, Carpinteria Valley Water District (Alternate)
Kristen Sneddon, City of Santa Barbara
Lauren Hanson, Goleta Water District
Cori Hayman, Montecito Water District

General Counsel Present:

William Carter - Musick, Peeler, Garrett, LLP

Staff Present:

Janet Gingras, General Manager	Scott Engblom, Senior Biologist
Edward Lyons, Administrative Manager/CFO	Ursula Santana, Administrative Assistant II
Joel Degner, Engineer/Operations Division Manager	Dorothy Turner, Administrative Assistant II
Timothy Robinson, Fisheries Division Manager	

Others Present:

Jordan Benshea, Resident	Matthew Scrudato, COSB Water Agency
Dakota Corey, City of Santa Barbara	Matt Young, COSB Water Agency
Dana Hoffenberg, City of Santa Barbara	

2. PUBLIC COMMENT

There was no public comment.

3. CONSENT AGENDA

- a. Minutes of July 24, 2023, Regular Board Meeting
- b. Investment of Funds
 - Financial Reports
 - Investment Reports
- c. Review of Paid Claims

Ms. Gingras presented the consent agenda for the Board's consideration. Mr. Carter advised moving approval of Item 3.a., the July 24th board meeting minutes, to the next regular board meeting. Mr. Lyons reviewed the July 2023 revenues and expenditures. He noted payments made to Flowers & Associates, Illumina, Geosyntec Consultant, HDR and FMP.

Director Hayman motioned to approve the Consent Agenda items 3.b. and 3.c., followed by a second from Director Hanson. The motion carried with a vote of six in favor.

Ayes: Sneddon, Hanson, Hayman and Van Wingerden

Nays:

Absent:

Abstain:

4. VERBAL REPORTS FROM BOARD COMMITTEES

- Operations Committee Meeting – August 22, 2023

Director Sneddon provided a summary report from the Operations Committee meeting, noting that the action item will be presented during this Board meeting with the committee's support. Project updates were also provided to the Committee.

5. FINANCIAL REVIEW – 4th QUARTER FISCAL YEAR 2022-23

Mr. Lyons shared his presentation of the fourth quarter financial review with the Board. He recapped revenues received during the quarter. Noting that revenue and expenditures were actual, as well as in overall alignment to the budget, he provided explanation for variances as compared to the budgets for each division. Mr. Lyons reviewed the status of the Administrative Division's deliverables. He fielded questions and comments from the Board.

6. RESOLUTION NO. 792 - LAURO RESERVOIR BYPASS CHANNEL CONSTRUCTION BID AND ENGINEERING DURING CONSTRUCTION COSTS

Mr. Degner provided a presentation illustrating the January 2023 storm damage at the Lauro Reservoir Bypass Channel. Mr. Degner proposed that COMB enter into a contract for engineering services during construction with Flowers & Associates, Inc., for an amount not to exceed \$22,400 and execute a construction contract with Tierra Contracting, for an amount not to exceed \$165,470, in accordance with the competitive bid received. He fielded questions from the Board.

Director Hanson motioned, and Director Hayman seconded the motion to approve Resolution 792, to execute contracts for construction and engineering during construction of the Lauro Bypass Channel/Road Repair project related to the January 2023 severe winter storms.

Ayes: Sneddon, Hanson, Hayman and Van Wingerden

Nays:

Absent:

Abstain:

7. GENERAL MANAGER REPORT

- Administration
- Personnel
- U.S. Bureau of Reclamation

Ms. Gingras announced that COMB received the GFOA Certificate of Achievement for Excellence in Financial Reporting award for the sixth consecutive year. She provided an update on the annual ACWA JPIA risk assessment and recognized COMB's Senior Biologist Scott Engblom for 25 years of service. Ms. Gingras also updated the Board on negotiations with Bureau of Reclamation for the 2nd

Amendatory O&M Contract, noting a revised draft has been sent to member agencies and counsel for review.

8. ENGINEER'S REPORT

- Climate Conditions
- Earthquake
- County-wide Debris Removal Update
- North Portal Elevator
- Reclamation Inspections
- Lauro Stilling Well Debris Removal
- Infrastructure Improvement Projects

Mr. Degner provided updates on climate forecasts and various projects and maintenance activities, including debris removal work following January storms, and ongoing clearing of sediment from the Lauro Reservoir stilling well. Mr. Degner also discussed required dam inspections after a recent earthquake, upcoming work including the probable delay of the Lateral Isolation Valve. He fielded questions from the Board.

9. OPERATIONS DIVISION REPORT

- Lake Cachuma Operations
- Operation and Maintenance Activities

Mr. Degner provided the Operations report, reporting on two recent and successful pipeline shut-downs where COMB assisted with repairs. Mr. Degner reported that maintenance activities were ongoing and that other operations activities had been covered in staff reports.

10. FISHERIES DIVISION REPORT

- LSYR Steelhead Monitoring Elements
- Surcharge Water Accounting
- Reporting/Outreach/Training

Mr. Robinson reported that target flows at the stream gauge measuring sites continue to be exceeded by Reclamation's releases. Spring surveys along the main stem are now complete and a report is in progress. He elaborated on the repairs performed by Reclamation at Bradbury Dam. Mr. Robinson discussed ongoing accounting of surcharge water. He fielded questions from the Board.

11. PROGRESS REPORT ON LAKE CACHUMA OAK TREE PROGRAM

- Maintenance and Monitoring
- End of Program Plan

Mr. Robinson reported that irrigation of oak trees continues due to the warm weather. He noted that the annual oak tree inventory is nearly complete and in review with the arborist. The annual report will be completed and forwarded to the Oak Tree Program Committee. Finally, Mr. Robinson noted ongoing monitoring of mature trees in the Mohawk area of the park which had been inundated by rising lake levels and may not survive.

12. MONTHLY CACHUMA PROJECT REPORTS

- a. Cachuma Water Reports
- b. Cachuma Reservoir Current Conditions
- c. Lake Cachuma Quagga Survey

Ms. Gingras presented the monthly Cachuma Project reports for the month of July. She noted that operations during July were normal and within typical ranges expected for the month.

13. DIRECTORS' REQUESTS FOR AGENDA ITEMS FOR FUTURE MEETING

14. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION

- a. [Government Code Section 54956.9(d)(1)]
Potential Litigation: Conference with Legal Counsel

The Board adjourned into Closed Session at 2:25 PM.

15. RECONVENE INTO OPEN SESSION

- [Government Code Section 54957.7]
Disclosure of actions taken in closed session, as applicable
[Government Code Section 54957.1]

- 14a. Potential Litigation: Conference with Legal Counsel

The Board reconvened in Open Session at 2:52 PM. There was no reportable action.

16. MEETING SCHEDULE

- **Regular Board Meeting – September 25, 2023 at 1:00 PM**
- **Board Packages available on COMB website www.cachuma-board.org**

17. COMB ADJOURNMENT

There being no further business, the meeting was adjourned at 2:53 PM.

Respectfully submitted,

Janet Gingras, Secretary of the Board

	<i>Approved</i>
√	<i>Unapproved</i>

APPROVED:

Kristen Sneddon, Vice-President of the Board

Cachuma Operation & Maintenance Board
Statement of Net Position
As of August 31, 2023
UNAUDITED FINANCIALS

August 31, 2023

ASSETS

Current Assets

Checking/Savings

Trust Funds

1210 · Warren Act Trust Fund

282,898.59

1220 · Renewal Fund

181,885.26

Total Trust Funds

464,783.85

1050 · General Fund

419,253.86

1100 · Revolving Fund

170,135.32

Total Checking/Savings

1,054,173.03

Accounts Receivable

1301 · Accounts Receivable

1,570.00

Total Accounts Receivable

1,570.00

Other Current Assets

1200 · LAIF

2,083,314.97

1010 · Petty Cash

500.00

1303 · Bradbury SOD Act Assessments Receivable

228,083.00

1304 · Lauro Dam SOD Assessments Receivable

34,757.91

1400 · Prepaid Insurance

12,155.72

Total Other Current Assets

2,358,811.60

Total Current Assets

3,414,554.63

Fixed Assets

1500 · Vehicles

726,893.50

1505 · Office Furniture & Equipment

248,483.73

1510 · Mobile Offices

424,910.38

1515 · Field Equipment

552,543.06

1520 · Building Improvements

62,263.00

1524 · Infrastructure

4,751,941.69

1550 · Accumulated Depreciation

(1,143,966.94)

Total Fixed Assets

5,623,068.42

Other Assets

1910 · Long Term Bradbury SOD Act Assessments Receivable

3,608,470.07

1920 · Long Term Lauro SOD Act Assessments Receivable

670,778.85

1922 · Deferred Outflow of Resources (GASB 68)

479,670.00

1923 · Deferred Outflow (GASB 75)

761,719.00

Total Other Assets

5,520,637.92

TOTAL ASSETS

14,558,260.97

Cachuma Operation & Maintenance Board
Statement of Net Position
As of August 31, 2023
UNAUDITED FINANCIALS

August 31, 2023

LIABILITIES & NET POSITION

Liabilities

Current Liabilities

Accounts Payable

2200 · Accounts Payable 50,251.55

Total Accounts Payable 50,251.55

Other Current Liabilities

2505 · Accrued Wages 35,286.11

2550 · Vacation/Sick 254,076.70

2561 · Bradbury Dam SOD Act 228,082.99

2563 · Lauro Dam SOD Act 34,757.91

2565 · Accrued Interest SOD Act 34,659.00

2590 · Deferred Revenue 464,783.85

Total Other Current Liabilities 1,051,646.56

Total Current Liabilities 1,101,898.11

Long Term Liabilities

2602 · Long Term SOD Act Liability-Bradbury 3,608,460.07

2603 · Long Term SOD Act Liability - Lauro 670,778.85

2604 · OPEB Long Term Liability 3,357,104.00

2610 · Net Pension Liability (GASB 68) 1,162,437.00

2611 · Deferred Inflow of Resources (GASB 68) 1,102,745.00

2612 · Deferred Inflow of Resources (GASB 75) 1,140,861.00

Total Long Term Liabilities 11,042,385.92

Total Liabilities 12,144,284.03

Net Position

3000 · Opening Balance Net Position (5,296,580.05)

3901 · Retained Net Assets 7,220,143.50

Net Surplus / Deficit 490,413.49

Total Net Position 2,413,976.94

TOTAL LIABILITIES & NET POSITION **14,558,260.97**

Cachuma Operation & Maintenance Board
Statement of Revenues and Expenditures (Unaudited)
 Budget vs. Actuals July 2023 - June 2024

	Fisheries				Operations				TOTAL			
	Jul - Aug 23	Budget	\$ Over / (Under) Budget	% of Budget	Jul - Aug 23	Budget	\$ Over / (Under) Budget	% of Budget	Jul - Aug 23	Budget	\$ Over / (Under) Budget	% of Budget
Revenue												
3000 REVENUE												
3001 · O&M Budget (Qtrly Assessments)	\$ 400,266.00	\$ -	\$ 400,266.00	100.0%	\$ 764,488.00	\$ -	\$ 764,488.00	100.0%	\$ 1,164,754.00	\$ -	\$ 1,164,754.00	100.0%
3020 · Misc Income	0.00				500.00	0.00	500.00	100.0%	500.00	0.00	500.00	100.0%
3021 · Grant Income	0.00				480.00	0.00	480.00	100.0%	480.00	0.00	480.00	100.0%
Total 3000 REVENUE	\$ 400,266.00	\$ -	\$ 400,266.00	100.0%	\$ 765,468.00	\$ -	\$ 765,468.00	100.0%	\$ 1,165,734.00	\$ -	\$ 1,165,734.00	100.0%
Expense												
3100 · LABOR - OPERATIONS	\$ -	\$ -	\$ -	0.0%	\$ 198,407.73	\$ 1,220,348.00	\$ (1,021,940.27)	16.26%	\$ 198,407.73	\$ 1,220,348.00	\$ (1,021,940.27)	16.26%
3200 VEH & EQUIPMENT												
3201 · Vehicle/Equip Mtce	0.00				4,091.38	40,000.00	-35,908.62	10.23%	4,091.38	40,000.00	-35,908.62	10.23%
3202 · Fixed Capital	0.00				0.00	200,000.00	-200,000.00	0.0%	0.00	200,000.00	-200,000.00	0.0%
3203 · Equipment Rental	0.00				0.00	40,000.00	-40,000.00	0.0%	0.00	40,000.00	-40,000.00	0.0%
3204 · Miscellaneous	0.00				0.00	10,000.00	-10,000.00	0.0%	0.00	10,000.00	-10,000.00	0.0%
Total 3200 VEH & EQUIPMENT	0.00				4,091.38	290,000.00	-285,908.62	1.41%	4,091.38	290,000.00	-285,908.62	1.41%
3300 · CONTRACT LABOR												
3301 · Conduit, Meter, Valve & Misc	0.00				2,904.56	35,000.00	-32,095.44	8.3%	2,904.56	35,000.00	-32,095.44	8.3%
3302 · Buildings & Roads	0.00				6,994.25	25,000.00	-18,005.75	27.98%	6,994.25	25,000.00	-18,005.75	27.98%
3303 · Reservoirs	0.00				9,658.39	60,000.00	-50,341.61	16.1%	9,658.39	60,000.00	-50,341.61	16.1%
3304 · Engineering, Misc Services	0.00				0.00	40,000.00	-40,000.00	0.0%	0.00	40,000.00	-40,000.00	0.0%
Total 3300 · CONTRACT LABOR	0.00				19,557.20	160,000.00	-140,442.80	12.22%	19,557.20	160,000.00	-140,442.80	12.22%
3400 · MATERIALS & SUPPLIES												
3401 · Conduit, Meter, Valve & Misc	0.00				2,764.71	70,000.00	-67,235.29	3.95%	2,764.71	70,000.00	-67,235.29	3.95%
3402 · Buildings & Roads	0.00				0.00	20,000.00	-20,000.00	0.0%	0.00	20,000.00	-20,000.00	0.0%
3403 · Reservoirs	0.00				0.00	10,000.00	-10,000.00	0.0%	0.00	10,000.00	-10,000.00	0.0%
Total 3400 · MATERIALS & SUPPLIES	0.00				2,764.71	100,000.00	-97,235.29	2.77%	2,764.71	100,000.00	-97,235.29	2.77%
3500 · OTHER EXPENSES												
3501 · Utilities	0.00				700.58	7,000.00	-6,299.42	10.01%	700.58	7,000.00	-6,299.42	10.01%
3502 · Uniforms	0.00				-116.58	5,750.00	-5,866.58	-2.03%	-116.58	5,750.00	-5,866.58	-2.03%
3503 · Communications	0.00				1,345.25	15,800.00	-14,454.75	8.51%	1,345.25	15,800.00	-14,454.75	8.51%
3504 · USA & Other Services	0.00				1,357.84	7,250.00	-5,892.16	18.73%	1,357.84	7,250.00	-5,892.16	18.73%
3505 · Miscellaneous	0.00				1,521.20	12,000.00	-10,478.80	12.68%	1,521.20	12,000.00	-10,478.80	12.68%
3506 · Training	0.00				0.00	3,000.00	-3,000.00	0.0%	0.00	3,000.00	-3,000.00	0.0%
3507 · Permits	0.00				0.00	25,000.00	-25,000.00	0.0%	0.00	25,000.00	-25,000.00	0.0%
Total 3500 · OTHER EXPENSES	0.00				4,808.29	75,800.00	-70,991.71	6.34%	4,808.29	75,800.00	-70,991.71	6.34%
4100 · LABOR - FISHERIES	149,528.98	824,382.00	-674,853.02	18.14%	0.00				149,528.98	824,382.00	-674,853.02	18.14%
4200 · VEHICLES & EQUIP - FISHERIES												
4270 · Vehicle/Equip Mtce	3,399.89	30,000.00	-26,600.11	11.33%	0.00				3,399.89	30,000.00	-26,600.11	11.33%
4280 · Fixed Capital	0.00	20,000.00	-20,000.00	0.0%	0.00				0.00	20,000.00	-20,000.00	0.0%
4290 · Miscellaneous	0.00	2,500.00	-2,500.00	0.0%	0.00				0.00	2,500.00	-2,500.00	0.0%
Total 4200 · VEHICLES & EQUIP - FISHERIES	3,399.89	52,500.00	-49,100.11	6.48%	0.00				3,399.89	52,500.00	-49,100.11	6.48%

Cachuma Operation & Maintenance Board
Statement of Revenues and Expenditures (Unaudited)
 Budget vs. Actuals July 2023 - June 2024

	Fisheries				Operations				TOTAL			
	Jul - Aug 23	Budget	\$ Over / (Under)		Jul - Aug 23	Budget	\$ Over / (Under)		Jul - Aug 23	Budget	\$ Over / (Under)	
			Budget	% of Budget			Budget	% of Budget			Budget	% of Budget
4220 · CONTRACT LABOR - FISHERIES												
4221 · Meters & Valves	321.43	3,000.00	-2,678.57	10.71%	0.00				321.43	3,000.00	-2,678.57	10.71%
4222 · Fish Projects Maintenance	0.00	11,100.00	-11,100.00	0.0%	0.00				0.00	11,100.00	-11,100.00	0.0%
Total 4220 · CONTRACT LABOR - FISHERIES	321.43	14,100.00	-13,778.57	2.28%	0.00				321.43	14,100.00	-13,778.57	2.28%
4300 · MATERIALS/SUPPLIES - FISHERIES												
4390 · Miscellaneous	314.15	8,000.00	-7,685.85	3.93%	0.00				314.15	8,000.00	-7,685.85	3.93%
Total 4300 · MATERIALS/SUPPLIES - FISHERIES	314.15	8,000.00	-7,685.85	3.93%	0.00				314.15	8,000.00	-7,685.85	3.93%
4500 · OTHER EXPENSES - FISHERIES												
4502 · Uniforms	221.85	5,000.00	-4,778.15	4.44%	0.00				221.85	5,000.00	-4,778.15	4.44%
4503 · Permits	0.00	5,000.00	-5,000.00	0.0%	0.00				0.00	5,000.00	-5,000.00	0.0%
Total 4500 · OTHER EXPENSES - FISHERIES	221.85	10,000.00	-9,778.15	2.22%	0.00				221.85	10,000.00	-9,778.15	2.22%
4999 · GENERAL & ADMINISTRATIVE												
5000 · Director Fees	0.00				1,647.75	12,400.00	-10,752.25	13.29%	1,647.75	12,400.00	-10,752.25	13.29%
5001 · Director Mileage	0.00				96.35	600.00	-503.65	16.06%	96.35	600.00	-503.65	16.06%
5100 · Legal	0.00				8,851.90	75,000.00	-66,148.10	11.8%	8,851.90	75,000.00	-66,148.10	11.8%
5101 · Audit	0.00				3,709.08	22,750.00	-19,040.92	16.3%	3,709.08	22,750.00	-19,040.92	16.3%
5150 · Unemployment Tax	0.00				0.00	5,000.00	-5,000.00	0.0%	0.00	5,000.00	-5,000.00	0.0%
5200 · Liability Insurance	0.00				9,228.84	39,400.00	-30,171.16	23.42%	9,228.84	39,400.00	-30,171.16	23.42%
5310 · Postage/Office Exp	0.00				951.95	6,000.00	-5,048.05	15.87%	951.95	6,000.00	-5,048.05	15.87%
5311 · Office Equip/Leases	0.00				1,219.95	13,440.00	-12,220.05	9.08%	1,219.95	13,440.00	-12,220.05	9.08%
5312 · Misc Admin Expenses	0.00				1,866.31	11,000.00	-9,133.69	16.97%	1,866.31	11,000.00	-9,133.69	16.97%
5313 · Communications	0.00				1,440.97	9,500.00	-8,059.03	15.17%	1,440.97	9,500.00	-8,059.03	15.17%
5314 · Utilities	0.00				2,333.81	9,735.00	-7,401.19	23.97%	2,333.81	9,735.00	-7,401.19	23.97%
5315 · Membership Dues	0.00				158.60	11,700.00	-11,541.40	1.36%	158.60	11,700.00	-11,541.40	1.36%
5316 · Admin Fixed Assets	0.00				0.00	12,000.00	-12,000.00	0.0%	0.00	12,000.00	-12,000.00	0.0%
5318 · Computer Consultant	0.00				2,528.87	25,000.00	-22,471.13	10.12%	2,528.87	25,000.00	-22,471.13	10.12%
5325 · Emp Training/Subscriptions	0.00				0.00	2,000.00	-2,000.00	0.0%	0.00	2,000.00	-2,000.00	0.0%
5330 · Admin Travel	0.00				0.00	3,500.00	-3,500.00	0.0%	0.00	3,500.00	-3,500.00	0.0%
5331 · Public Information	0.00				243.75	3,500.00	-3,256.25	6.96%	243.75	3,500.00	-3,256.25	6.96%
Total 4999 · GENERAL & ADMINISTRATIVE	0.00				34,278.13	262,525.00	-228,246.87	13.06%	34,278.13	262,525.00	-228,246.87	13.06%
5299 · ADMIN LABOR	0.00				168,028.97	670,202.00	-502,173.03	25.07%	168,028.97	670,202.00	-502,173.03	25.07%
5400 · GENERAL & ADMIN - FISHERIES												
5407 · Legal - FD	4,784.10	25,000.00	-20,215.90	19.14%	0.00				4,784.10	25,000.00	-20,215.90	19.14%
5410 · Postage / Office Supplies	414.04	4,000.00	-3,585.96	10.35%	0.00				414.04	4,000.00	-3,585.96	10.35%
5411 · Office Equipment / Leases	656.85	8,533.00	-7,876.15	7.7%	0.00				656.85	8,533.00	-7,876.15	7.7%
5412 · Misc. Admin Expense	886.61	7,500.00	-6,613.39	11.82%	0.00				886.61	7,500.00	-6,613.39	11.82%
5413 · Communications	775.90	4,455.00	-3,679.10	17.42%	0.00				775.90	4,455.00	-3,679.10	17.42%
5414 · Utilities	1,256.67	5,243.00	-3,986.33	23.97%	0.00				1,256.67	5,243.00	-3,986.33	23.97%
5415 · Membership Dues	1,085.40	7,200.00	-6,114.60	15.08%	0.00				1,085.40	7,200.00	-6,114.60	15.08%
5416 · Admin Fixed Assets	0.00	5,000.00	-5,000.00	0.0%	0.00				0.00	5,000.00	-5,000.00	0.0%
5418 · Computer Consultant	1,361.70	15,000.00	-13,638.30	9.08%	0.00				1,361.70	15,000.00	-13,638.30	9.08%
5425 · Employee Education/Subscription	0.00	2,500.00	-2,500.00	0.0%	0.00				0.00	2,500.00	-2,500.00	0.0%
5426 · Director Fees	887.25	6,700.00	-5,812.75	13.24%	0.00				887.25	6,700.00	-5,812.75	13.24%
5427 · Director Mileage	51.89	300.00	-248.11	17.3%	0.00				51.89	300.00	-248.11	17.3%
5430 · Travel	0.00	4,000.00	-4,000.00	0.0%	0.00				0.00	4,000.00	-4,000.00	0.0%

Cachuma Operation & Maintenance Board
Statement of Revenues and Expenditures (Unaudited)
 Budget vs. Actuals July 2023 - June 2024

	Fisheries				Operations				TOTAL			
	Jul - Aug 23	Budget	\$ Over / (Under) Budget	% of Budget	Jul - Aug 23	Budget	\$ Over / (Under) Budget	% of Budget	Jul - Aug 23	Budget	\$ Over / (Under) Budget	% of Budget
5431 · Public Information	131.25	1,500.00	-1,368.75	8.75%	0.00				131.25	1,500.00	-1,368.75	8.75%
5441 · Audit	2,156.42	12,250.00	-10,093.58	17.6%	0.00				2,156.42	12,250.00	-10,093.58	17.6%
5443 · Liab & Property Ins	4,969.37	22,000.00	-17,030.63	22.59%	0.00				4,969.37	22,000.00	-17,030.63	22.59%
Total 5400 · GENERAL & ADMIN - FISHERIES	19,417.45	131,181.00	-111,763.55	14.8%	0.00				19,417.45	131,181.00	-111,763.55	14.8%
5499 · ADMIN LABOR-FISHERIES	43,353.48	296,750.00	-253,396.52	14.61%	0.00				43,353.48	296,750.00	-253,396.52	14.61%
5510 · Integrated Reg. Water Mgt Plan	0.00				0.00	5,000.00	-5,000.00	0.0%	0.00	5,000.00	-5,000.00	0.0%
6199 · SPECIAL PROJECTS												
6097 · GIS and Mapping	0.00				0.00	10,000.00	-10,000.00	0.0%	0.00	10,000.00	-10,000.00	0.0%
6105 · ROW Management Program	0.00				0.00	20,000.00	-20,000.00	0.0%	0.00	20,000.00	-20,000.00	0.0%
6110 · SCADA Improvements & Support	0.00				0.00	35,000.00	-35,000.00	0.0%	0.00	35,000.00	-35,000.00	0.0%
6115 · COMB Biding Improvemnts & Maint	0.00				1,585.00	80,000.00	-78,415.00	1.98%	1,585.00	80,000.00	-78,415.00	1.98%
6125 · 2023 Winter Storm Repairs	0.00				3,915.13	1,175,000.00	-1,171,084.87	0.33%	3,915.13	1,175,000.00	-1,171,084.87	0.33%
6138 · Cachuma Watershed Mgmt Study	0.00				13,982.12	50,000.00	-36,017.88	27.96%	13,982.12	50,000.00	-36,017.88	27.96%
Total 6199 · SPECIAL PROJECTS	0.00				19,482.25	1,370,000.00	-1,350,517.75	1.42%	19,482.25	1,370,000.00	-1,350,517.75	1.42%
6000 · INFRASTRUCTURE IMPROVEMENT PROJ												
6096 · SCC Structure Rehabilitation	0.00				0.00	200,000.00	-200,000.00	0.0%	0.00	200,000.00	-200,000.00	0.0%
6136 · SCC Isolation Valve Evaluation	0.00				0.00	550,000.00	-550,000.00	0.0%	0.00	550,000.00	-550,000.00	0.0%
6137 · SCC Lower Reach Lateral Structu	0.00				0.00	550,000.00	-550,000.00	0.0%	0.00	550,000.00	-550,000.00	0.0%
Total 6000 · INFRASTRUCTURE IMPROVEMENT PROJ	0.00				0.00	1,300,000.00	-1,300,000.00	0.0%	0.00	1,300,000.00	-1,300,000.00	0.0%
6200 · PROGRAM SUPPORT SERVICES												
6201 · FMP Implementation	0.00	42,000.00	-42,000.00	0.0%	0.00				0.00	42,000.00	-42,000.00	0.0%
6202 · GIS and Mapping	0.00	10,000.00	-10,000.00	0.0%	0.00				0.00	10,000.00	-10,000.00	0.0%
6205 · USGS Stream Gauge Program	0.00	120,000.00	-120,000.00	0.0%	0.00				0.00	120,000.00	-120,000.00	0.0%
6225 · 2023 Winter Storm Repairs	7,296.12	0.00	7,296.12	100.0%	0.00				7,296.12	0.00	7,296.12	100.0%
Total 6200 · PROGRAM SUPPORT SERVICES	7,296.12	172,000.00	-164,703.88	4.24%	0.00				7,296.12	172,000.00	-164,703.88	4.24%
6300 · HABITAT IMPROVEMENT PROJECTS												
6207 · Oak Tree Restoration Program	48.50	15,000.00	-14,951.50	0.32%	0.00				48.50	15,000.00	-14,951.50	0.32%
6303 · Tributary Projects Support	0.00	10,000.00	-10,000.00	0.0%	0.00				0.00	10,000.00	-10,000.00	0.0%
Total 6300 · HABITAT IMPROVEMENT PROJECTS	48.50	25,000.00	-24,951.50	0.19%	0.00				48.50	25,000.00	-24,951.50	0.19%
Total Expense	\$ 223,901.85	\$ 1,533,913.00	\$ (1,310,011.15)	14.6%	\$ 451,418.66	\$ 5,453,875.00	\$ (5,002,456.34)	8.28%	\$ 675,320.51	\$ 6,987,788.00	\$ (6,312,467.49)	9.66%
Net Surplus / Deficit	\$ 176,364.15	\$ (1,533,913.00)	\$ 1,710,277.15	-11.5%	\$ 314,049.34	\$ (5,453,875.00)	\$ 5,767,924.34	-5.76%	\$ 490,413.49	\$ (6,987,788.00)	\$ 7,478,201.49	-7.02%

THIS PAGE INTENTIONALLY LEFT BLANK

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	September 25, 2023
Submitted by:	Janet Gingras

SUBJECT: Investment Report – August 31, 2023

RECOMMENDATION

The Board of Directors receive and file the Cachuma Operation & Maintenance Board Investment Report as of August 31, 2023.

DISCUSSION

Cash and investment programs are maintained in accordance with California Government Code Section 53600 et seq. and COMB's adopted investment policy. These policies ensure proper control and safeguards are maintained throughout the financial transaction process. Pursuant to State law, the COMB Board adopts a detailed investment policy through a Board resolution on an annual basis.

Reports on COMB's investment portfolio and cash position are developed and presented to the COMB Board on a monthly basis, in conformity with the California Government Code.

Unrestricted Cash

Unrestricted cash exceeding current operating needs is invested in LAIF to generate interest income. The average effective yield rate, as of August 2023, is reported at 3.434%.

See Table 1 below for a summary of balances held in unrestricted accounts.

Table 1			
Unrestricted Reserve Funds			
Local Agency Investment Fund (LAIF)			
	7/31/2023	\$	1,280,936.57
(+) Deposits/Credits			825,000.00
(-) Checks/Withdrawals			-
Statement Balance	8/31/2023	\$	2,105,936.57

Restricted Cash

The Cachuma Project Warren Act Trust Fund (Trust Fund) and Cachuma Project Master Contract Renewal Fund (Renewal Fund) are two separate funds that have been established through contracts with the U.S. Bureau of Reclamation (Reclamation). The Trust Fund and the Renewal Fund require annual and five-year plans which are used to inform the Funds Committee in making decisions on expenditures for betterment of the Cachuma Project.

See Table 2 below for a summary of balances held in restricted accounts.

Table 2			
Restricted Reserve Funds			
American Riviera Bank Renewal Account			
Previous Balance	7/31/2023	\$	115,703.26
(+) Deposits/Credits			50,127.00
(-) Checks/Withdrawals			-
Statement Balance	8/31/2023	\$	165,830.26
American Riviera Bank Warren Act Trust Fund			
Previous Balance	7/31/2023	\$	282,898.59
(+) Deposits/Credits			-
(-) Checks/Withdrawals			-
Statement Balance	8/31/2023	\$	282,898.59

STATEMENT

The above statement of investment activity for the month of August 2023, complies with legal requirements for investment policy of government agencies, AB 1073. I hereby certify that it constitutes a complete and accurate summary of all American Riviera Bank and LAIF investments of this agency for the period indicated.



 Secretary

Cachuma Operation & Maintenance Board

Paid Claims

As of August 31, 2023

Date	Num	Name	Memo	Amount
1050 - General Fund				
08/07/2023	30294	A-1 Commercial Sweeping	Carpinteria & Ortega Reservoirs - Cleaning Services	-1,067.50
08/07/2023	30295	ACWA/Joint Powers Insurance Authority	2023-24 Property Insurance Renewal	-11,224.21
08/07/2023	30296	Agri-Turf Supplies, Inc.	Oak Tree Program, Supplies & Miscellaneous (Ops & Fisheries)	-417.98
08/07/2023	30297	American Riviera Bank - Card Service	Website, Acrobat, Uniforms, Training, Membership & Supplies (Ops & Fisheries)	-4,828.57
08/07/2023	30298	Association of Ca Water Agencies/JPIA	September 2023 Health Benefits Premium	-32,594.54
08/07/2023	30299	AT&T	Long Distance Service - May 2023	-37.77
08/07/2023	30300	City of Santa-Barbara	Trash & Recycling July 2023	-352.52
08/07/2023	30301	Coastal Copy, Inc.	Copier Maintenance - Kyocera Taskalfas 3253ci & 6054ci	-464.58
08/07/2023	30302	Flowers & Associates, Inc.	2023 Winter Storm Damager Repair Design- Engineering Services	-9,171.75
08/07/2023	30303	Frontier Communications	Phone Service - North Portal	-66.33
08/07/2023	30304	Frontier Communications	Phone Service - Main Office Land Lines	-99.63
08/07/2023	30305	Geosyntec Consultants	Lake Cachuma Water Quality & Sediment Study - Professional Services May 2023	-13,298.08
08/07/2023	30306	Harrison Hardware	Supplies (Fisheries)	-15.07
08/07/2023	30307	Home Depot Credit Services	Supplies (Ops)	-830.76
08/07/2023	30308	Impulse Advanced Communications	Phone Service - Main Office	-881.85
08/07/2023	30309	J&C Services	Office Cleaning Service - Weekly	-680.00
08/07/2023	30310	LoopUp, LLC	Conference Calls May 2023	-26.62
08/07/2023	30311	Manzanita Nursery	Oak Tree Program - Seedlings	-465.50
08/07/2023	30312	Musick, Peeler & Garrett LLP	General Counsel June 2023 (Ops & Fisheries)	-5,106.00
08/07/2023	30313	Perry Ford	2023 Ford F-150 - Miscellaneous Part	-35.00
08/07/2023	30314	Southern California Edison	Electricity - Outlying Stations	-20.69
08/07/2023	30315	Sparkletts	Operations Safety	-85.89
08/07/2023	30316	Turenchalk Network Services, Inc.	Office Supplies	-1,144.31
08/07/2023	30317	Turenchalk Network Services, Inc.	Network Support May 2023 (Ops & Fisheries)	-2,993.41
08/07/2023	30318	Underground Service Alert of So. Calif.	Annual SoftwardFee, Ticket Charges & Database Fee	-789.74
08/07/2023	30319	WEX Fleet Universal	Fleet Fuel July 2023	-2,714.92
08/07/2023	30320	Your Children's Trees	2023 Winter Storm Repairs - San Jose Creek Habitat Remediation Support	-740.00
08/14/2023	30321	ACWA/Joint Powers Insurance Authority	Cyber Liability Renewal 7/1/23-06/30/24	-2,192.00
08/14/2023	30322	Coastal Copy, Inc.	Copier Maintenance - Kyocera Taskalfas 3253ci & 6054ci	-144.02
08/14/2023	30323	County of Santa--Barbara	Waste Disposal Fee (Ops)	-206.83
08/14/2023	30324	County of Santa Barbara	Hazmat Recycling Fees	-409.10
08/14/2023	30325	Cox Communications Santa Barbara	Business Internet August 2023	-195.44
08/14/2023	30326	Don's Heating & Air Conditioning, Inc.	COMB Building Maintenance - HVAC Maintenance (Ops)	-450.00
08/14/2023	30327	ECHO Communications	Message Service August 2023	-87.00
08/14/2023	30328	Eurofins Eaton Analytical, LLC	Lake Cachuma Water Quality Sampling	-3,025.00
08/14/2023	30329	Harrison Hardware	Supplies (Fisheries)	-25.61
08/14/2023	30330	Impulse Advanced Communications	Phone Service - Main Office	-893.24
08/14/2023	30331	LoopUp, LLC	Conference Calls May 2023	-26.62
08/14/2023	30332	Measurement Solutions Systems & Services	Calibration of Equipment - January through June 2023	-4,160.48
08/14/2023	30333	Rayne of Santa Barbara Inc	July RO Rental	-33.00
08/14/2023	30334	Securitas Technology Corp	Quarterly Security System Maintenance	-159.00
08/14/2023	30335	Southern California Edison	Electricity - Outlying Stations	-15.72
08/14/2023	30336	Sparkletts	Bottled Water - Operations Safety	-101.87
08/14/2023	30337	Turenchalk Network Services, Inc.	Network Support July 2023 (Ops & Fisheries)	-3,890.57
08/14/2023	30338	Verizon Wireless	Cellular Service - Phones, iPads, Modems (Ops)	-651.92
08/14/2023	30339	Wells Fargo Vendor Fin Serv	Copier Lease - Kyocera Taskalfa 6054ci	-303.41
08/14/2023	30340	City of Santa Barbara - Public Works	Lauro Dam Spillway Outlet - Fire Hydrant Meter	-2,264.68
08/21/2023	30501	Aqua-Flo Supply	Oak Tree Program and Supplies (Ops & Fisheries)	-184.94
08/21/2023	30502	MarBorg Industries	Portable Facilities - Outlying Stations (Ops)	-297.56
08/21/2023	30503	PG&E	Electricity - North Portal	-356.52
08/21/2023	30504	Powell Garage	2015 Chevy - Brake Pads and Rotors	-640.24
08/21/2023	30505	Southern California Edison	Electricity - Main Office & Outlying Stations	-1,642.75
08/28/2023	30506	Geosyntec Consultants	Lake Cachuma Water Quality & Sediment Study - Professional Services June 2023	-23,982.12
08/28/2023	30507	Harrison Hardware	Supplies (Fisheries)	-135.72
08/28/2023	30508	MarBorg Industries	Portable Facilities - Outlying Stations (Ops)	-126.20
08/28/2023	30509	Musick, Peeler & Garrett LLP	General Counsel July 2023 (Ops & Fisheries)	-2,530.00
08/28/2023	30510	O'Connor Pest Control	Quarterly Exterminator Services	-175.00

Cachuma Operation & Maintenance Board

Paid Claims

As of August 31, 2023

Date	Num	Name	Memo	Amount
08/28/2023	30511	O'Reilly Automotive, Inc.	Automotive Supplies (Ops)	-257.90
08/28/2023	30512	PG&E	Electricity - Tecolote Tunnel	-23.82
08/28/2023	30513	Rayne of Santa Barbara Inc	August RO Rental	-33.50
08/28/2023	30514	Wells Fargo Vendor Fin Serv	Copier Lease - Kyocera Taskalfa 3253ci	-123.98
Total 1050 · General Fund				<u>-139,898.98</u>
TOTAL				<u>-139,898.98</u>

APPROVALS

CACHUMA OPERATION & MAINTENANCE BOARD

Administrative Committee Meeting

held at

**3301 Laurel Canyon Road
Santa Barbara CA 93105**

Tuesday, September 12, 2023

10:00 AM

AGENDA

Chair: Director Holcombe

Member: Director Hanson

NOTICE: This Meeting shall be conducted in-person and through remote access as authorized and in accordance with Government Code section 54953, AB 361 and AB 2449.

1. Call to Order
2. Public Comment (*Public may address the Committee on any subject matter on the agenda and within the Committee's jurisdiction*)
3. 2nd Amendatory OM&R Contract (Transferred Project Works) - U.S. Bureau of Reclamation (*for information and possible recommendation*)
4. Updated Personnel Policy and Employee Handbook (*for information and possible recommendation*)
5. Adjournment

NOTICE TO THE PUBLIC

Public Comment: The public is welcome to attend and observe the meeting. A public comment period will be included at the meeting where any member of the public may address the Committee on any subject within the Committee's jurisdiction. The total time for this item will be limited by the Chair.

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Cachuma Operation & Maintenance Board (COMB) at 687-4011 at least 48 hours prior to the meeting to enable staff to make reasonable arrangements.

[This Agenda was posted at COMB offices, 3301 Laurel Canyon Road, Santa Barbara, CA and Noticed and Delivered in Accordance with Section 54954.1 and .2 of the Government Code.]

CACHUMA OPERATION & MAINTENANCE BOARD

Lake Cachuma Oak Tree Committee Meeting

held at

**3301 Laurel Canyon Road
Santa Barbara CA 93105**

Thursday, September 14, 2023

11:00 AM

AGENDA

Chair: Director Hayman

Member: Director Sneddon

NOTICE: This Meeting shall be conducted in-person and through remote access as authorized and in accordance with Government Code section 54953, AB 361 and AB 2449.

1. Call to Order
2. Public Comment (*Public may address the Committee on any subject matter on the agenda and within the Committee's jurisdiction*)
3. Lake Cachuma Oak Tree Restoration Program Annual Update - Fiscal Year 2023-24 Expenditures (*for information and possible recommendation*)
4. Adjournment

NOTICE TO THE PUBLIC

Public Comment: The public is welcome to attend and observe the meeting. A public comment period will be included at the meeting where any member of the public may address the Committee on any subject within the Committee's jurisdiction. The total time for this item will be limited by the Chair.

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Cachuma Operation & Maintenance Board (COMB) at 687-4011 at least 48 hours prior to the meeting to enable staff to make reasonable arrangements.

[This Agenda was posted at COMB offices, 3301 Laurel Canyon Road, Santa Barbara, CA and Noticed and Delivered in Accordance with Section 54954.1 and .2 of the Government Code.]

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	September 25, 2023
Submitted by:	Edward Lyons
Approved by:	Janet Gingras

SUBJECT: Resolution No. 793 - Cachuma Transferred Project Works – 2nd Amendatory Contract No. 14-06-200-5222RB

RECOMMENDATION:

The Board of Directors review the proposed 2nd Amendatory Contract No. 14-06-200-5222RB received from the Bureau of Reclamation for the Cachuma Transferred Project Works and adopt Resolution No. 793 authorizing the COMB Board President to execute the Contract Amendment.

BACKGROUND:

COMB is responsible for diversion of water to the South Coast through the Tecolote Tunnel, and operation and maintenance of the South Coast Conduit conveyance pipeline, flow control valves, meters, and instrumentation at control stations, and turnouts along the South Coast Conduit and at four regulating reservoirs. On February 24, 1956, Reclamation, the original Member Units, and the Santa Barbara County Water Agency entered into a contract which provided for the transfer of Operation and Maintenance (O&M) of Transferred Project works to the original Member Units. The O & M contract has been amended by amendatory contracts since that time, one of which was executed with COMB as the contractor. In March 2003, Reclamation entered into a new contract with the Cachuma Operation and Maintenance Board for the operation and maintenance of the transferred project works including the Tecolote Tunnel and the South Coast Conduit system. The first amendatory contract was executed in September 2020 and remains in effect through September 30, 2023.

SUMMARY:

In June 2023, the COMB Board took action authorizing a letter of interest be sent to Reclamation indicating the Board's intent to re-negotiate and renew the O&M Contract prior to the expiration date. On August 2, 2023, COMB received a draft 2nd amendment from Reclamation and provided a copy to the COMB Member Agencies for review and comment.

On August 16, 2023, COMB and the Member Agencies staff participated in a public contract negotiation with Reclamation for an interim, three-year 2nd amendatory contract. Reclamation has provided COMB with a final 2nd amendatory contract incorporating all agreed upon revisions as discussed in the negotiation session.

Most of the changes since the 1st Amendatory Contract were comprised of minor punctuation edits or attributed to mandatory language contained within Reclamations' Standard Articles. One of the changes, however, was related to the establishment of an emergency reserve fund. Article 26 states that the Contractor shall accumulate and maintain a reserve fund (\$100,000) or demonstrate to the satisfaction of the Contracting Officer that funds are available for use as an emergency reserve fund. The purpose of the establishment of the reserve fund is to meet costs incurred during periods of special stress caused by damaging droughts, storms, earthquakes, floods, or other emergencies threatening or causing interruption of water service.

COMB, as a pass-through entity, does not maintain an emergency reserve fund but instead relies upon the reserves of its Member Agencies. However, throughout the year, COMB maintains an adequate amount of funds on deposit in its operating account at American Riviera Bank (ARB) which is FDIC insured to meet this requirement. Staff will provide the necessary supporting documentation demonstrating the ongoing availability of emergency reserve funds to the Contracting Officer.

The attached 2nd Amendatory Contract No. 14-06-200-5222RB is presented to the Board of Directors for consideration and adoption of Resolution No. 793.

FISCAL IMPACTS:

COMB paid an estimated deposit of \$6,000 to cover the administrative costs as required by Reclamation. A true-up of actual costs incurred will occur after execution of the contract. Fiscal impacts associated with the implementation of the 2nd Amendatory OM&R Contract are presented to the Board through the COMB annual operating budget process.

LEGAL CONCURRENCE:

General Counsel participated in the negotiation session and has provided review and comments on the 2nd Amendatory Contract.

ENVIRONMENTAL COMPLIANCE:

The NEPA process was conducted by Reclamation and COMB complied with required provisions of CEQA.

COMMITTEE STATUS:

The Administrative Committee reviewed the 2nd Amendatory Contract for the Transferred Project Works and forwards to the Board with a recommendation to adopt Resolution No. 793 authorizing the COMB Board President to execute the Contract Amendment.

LIST OF EXHIBITS:

1. Amendatory Contract No. 14-06-200-5222RB
2. Resolution No. 793

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Cachuma Project, California

SECOND AMENDMENT TO CONTRACT FOR THE TRANSFER OF
THE OPERATION AND MAINTENANCE OF THE
CACHUMA TRANSFERRED PROJECT WORKS

Table of Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble	1
	Explanatory Recitals	1
1	Amends Article 1: Definitions	3
2	Amends Article 2: Term of Contract	3
3	Amends Article 3: Operation and Maintenance of Transferred Project Works.....	4
4	Amends Article 6: Administration of Federal Project Lands	5
5	Amends Article 9: Examination, Inspection, and Audit of Transferred Project Works, Records, and Reports	6
6	Deletes Article 11: Rules, Regulations, and Determinations.....	7
7	Amends Article 14: Changes in the Contractor’s Organization	7
8	Amends Article 15: Clean Air and Water.....	8
9	Amends Article 17: Charges for Delinquent Payments.....	9
10	Amends Article 18: Assignments Limited – Successors and Assigns Obligated.....	9
11	Amends Article 19: Contingent on Appropriations or Allotment of Funds	10
12	Amends Article 20: Officials not to Benefit	10
13	Amends Article 21: Protection of Water and Air Quality	10
14	Amends Article 22: Compliance with Civil Rights Laws and Regulations.....	11
15	Amends Article 23: Equal Employment Opportunity	11
16	Amends Article 24: Notices.....	13
17	Amends Article 26: Emergency Reserve Fund.....	13
18	Amends Article 27: Contamination or Pollution of Federal Property	14
19	Amends Article 30: Pest Management	15
20	Amends Article 32: Contract Drafting Considerations.....	17
21	Amends Article 33: Preservation of Existing Contract.....	17
	Signature Page	18
	Exhibit A – Transferred Project Works (from 14-06-200-5222R)	
	Exhibit B – List of Agreements (from 14-06-200-5222R)	
	Exhibit C – Address for the Contractor (from 14-06-200-5222RA)	
	Exhibit D – Renewal O&M Contract (Contract No. 14-06-200-5222R)	
	Exhibit E – Amendatory Contract (Contract No. 14-06-200-5222RA)	

1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATRAION
4 Cachuma Project, California

5 SECOND AMENDMENT TO CONTRACT FOR THE TRANSFER OF
6 THE OPERATION AND MAINTENANCE OF THE
7 CACHUMA TRANSFERRED PROJECT WORKS

8 THIS CONTRACT AMENDMENT, is made this ___ day of _____, 2023 in
9 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory and
10 supplementary thereto, including Section 5 and 7 of the Act of August 13, 1914 (38 Stat. 687),
11 and subsection G of the Second Deficiency Appropriation Act for 1924, Fact Finders' Act of
12 December 5, 1924, (43 Stat. 672), all collectively hereinafter referred to as Federal Reclamation
13 law, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States,
14 and the CACHUMA OPERATION AND MAINTENANCE BOARD, hereinafter referred to as
15 the "Contractor" or "COMB," a California Joint Powers Authority, duly organized, existing, and
16 acting pursuant to the laws of the State of California;

17 WITNESSETH, That;

18 EXPLANATORY RECITALS

19 (a) WHEREAS, on February 24, 1956, the United States, Carpinteria Valley Water
20 District, the City of Santa Barbara, Goleta Water District, Montecito Water District
21 (Summerland Water District incorporated into Montecito Water District), and Santa Ynez River
22 Water Conservation District Improvement District No. 1, hereinafter referred to as the Original
23 Member Units, and Santa Barbara County Water Agency (Agency) entered into Contract No. 14-
24 06-200-5222, hereinafter referred to as the O&M Contract, which provides for the transfer of

25 Operations and Maintenance of the Cachuma Transferred Project Works to the Original Member
26 Units; and

27 (b) WHEREAS, the O&M Contract has been amended by Amendatory Contracts
28 dated November 5, 1971, October 3, 1978, April 28, 1988, May 12, 1995, September 24, 2001,
29 January 1, 2002, July 1, 2002 and November 1, 2002; and

30 (c) WHEREAS, on March 1, 2003, the United States and COMB entered into
31 Contract No. 14-06-200-5222R, hereinafter referred to as the Renewal O&M Contract, attached
32 hereto as Exhibit D, for the Transfer of the Operation and Maintenance of the Cachuma
33 Transferred Project Works; and

34 (d) WHEREAS, as of May 2016, the Contractor is comprised of member agencies
35 Carpinteria Valley Water District, City of Santa Barbara, Goleta Water District and Montecito
36 Water District; and

37 (e) WHEREAS, on September 28, 2020, the United States and COMB entered into
38 Amendatory Contract No. 14-06-200-5222RA, attached hereto as Exhibit E, hereinafter referred
39 to as the Existing Contract; and

40 (f) WHEREAS, the United States has determined that the Contractor to date has
41 fulfilled all of its obligations under the Existing Contract; and

42 (g) WHEREAS, the Contractor has requested a second contract amendment of the
43 Existing Contract pursuant to that Contract, the Federal Reclamation laws, and the laws of the
44 State of California, for continued Transfer of the Operation and Maintenance of the Cachuma
45 Transferred Project Works; and

46 (h) WHEREAS, the United States has completed all appropriate environmental
47 review necessary to provide for execution of this second contract amendment; and

48 (i) WHEREAS, the United States and the Contractor mutually commit to negotiate
49 and seek to reach agreement on a long-term contract, that has been delayed for reasons beyond
50 the control of the parties including but not limited to addressing the implementation of State
51 Water Resources Control Board Order 2019-0148 adopted on September 17, 2019, and
52 completion of applicable environmental compliance; and

53 (j) WHEREAS, the United States is required to update standard articles in all new or
54 amended contracts; and

55 (k) WHEREAS, the United States is willing to amend the Existing Contract pursuant
56 to the terms and conditions set forth below.

57 NOW, THEREFORE, in consideration of the mutual and dependent covenant herein
58 contained, it is hereby mutually agreed by the parties hereto as follows:

59 **1. Article 1 of the Existing Contract, entitled DEFINITIONS, is amended to**
60 **add the following subdivisions (i) and (j):**

61 (i) “Contractor's Area of Service” shall mean area within the political
62 boundaries of the Cachuma Member Units and any other areas to which a Cachuma Member
63 Unit is authorized to serve water.

64 (j) “Reserved Works” shall mean any project facility at which Reclamation
65 carries out the OM&R of the facility, as defined in the Reclamation Manual PEC 05-03, which
66 may be updated or superseded.

67 **2. Article 2 of the Existing Contract, entitled TERM OF CONTRACT, is**
68 **amended as follows:**

69 (a) Article 2 of 14-06-200-5222RA is deleted in its entirety and replaced with
70 the following: “This Contract shall be effective October 1, 2023 (Effective Date) through
71 September 30, 2026.”

72 **3. Article 3 in the Existing Contract, entitled OPERATION AND**
73 **MAINTENANCE OF TRANSFERRED PROJECT WORKS, is amended and replaced in**
74 **its entirety by the following Article 3:**

75 3. (a) The Contracting Officer has transferred, and the Contractor has
76 accepted and assumed the care, OM&R of the Transferred Project Works. Title to the
77 Transferred Project Works will remain in the name of the United States, unless otherwise
78 provided by the Congress of the United States.

79 (b) The Contractor, without expense to the United States, will care for,
80 OM&R the Transferred Project Works in full compliance with the terms of this Contract and in
81 such a manner that the Transferred Project Works remain in good and efficient condition.

82 (c) Necessary repairs of the Transferred Project Works will be made
83 promptly by the Contractor. In case of unusual conditions or serious deficiencies in the care and
84 OM&R of the Project Works threatening or causing interruption of water service, the
85 Contracting Officer may issue to the Contractor a special written notice of those necessary
86 repairs. Except in the case of an emergency, the Contractor will be given sixty (60) days to
87 either: 1) make the necessary repairs, or 2) submit a plan for accomplishing the repairs that
88 contains a timeframe for completing the necessary repairs acceptable to the Contracting Officer.
89 In the case of an emergency, or if the Contractor fails to either make the necessary repairs or
90 submit a plan for accomplishing the repairs acceptable to the Contracting Officer within sixty
91 (60) days of receipt of the notice, the Contracting Officer may cause the repairs to be made, and
92 the cost of those repairs will be paid by the Contractor as directed by the Contracting Officer.
93 The Contracting Officer will determine whether an emergency exist requiring immediate repairs or if
94 circumstances will allow for repairs to be made, or a plan to be submitted, within 60 days of receipt
95 of notice.

96 (d) The Contractor will not make any Substantial Changes in the
97 Transferred Project Works without first obtaining written consent of the Contracting Officer.

98 (e) The Contractor will take all reasonable measures to prevent any
99 unauthorized encroachment on project land and rights-of-way and address any such
100 encroachment as soon as the Contractor becomes aware of its existence.

101 (f) Except for the sole negligence and intentional torts committed by
102 employees of the United States, the Contractor agrees to indemnify the United States for, and
103 hold the United States and all of its representatives harmless from, all damages resulting from

104 suits, actions, or claims of any character, brought on account of any injury to any person or
105 property arising out of any act, omission, neglect, or misconduct in the manner or method of
106 performing any construction, care or OM&R; and supervision, examination, inspection, or other
107 duties of the Contractor or the United States on Transferred Project Works required under this
108 Contract, regardless of who performs those duties.

109 (g) The Contractor will cooperate with the Contracting Officer in
110 implementing an effective dam safety program. The United States agrees to provide the
111 Contractor and the appropriate agency(ies) of the State(s) in which the project facilities are
112 located with design data, designs, and an operating plan for the dam(s) and related facilities
113 consistent with the current memorandum of understanding between the United States and the
114 State(s) of California relating to the coordination of planning, design, construction, care, and
115 OM&R processes for dams and related facilities.

116 (h) In the event the Contractor is found to be operating the Transferred
117 Project Works or any part thereof in violation of this Contract or the Contractor is found to be
118 failing any financial commitments or other commitments to the United States under the terms
119 and conditions of this Contract, then upon the election of the Contracting Officer, the United
120 States may take over from the Contractor the care, OM&R of the Transferred Project Works by
121 giving written notice to the Contractor of such election and the effective date thereof.
122 Thereafter, during the period of operation by the United States, upon notification by the
123 Contracting Officer, the Contractor will pay to the United States, annually in advance, the cost of
124 care, OM&R of the Transferred Project Works as determined by the Contracting Officer.
125 Following written notification from the Contracting Officer the care, OM&R of the Transferred
126 Project Works may be transferred back to the Contractor.

127 (i) In addition to all other payments to be made by the Contractor
128 under this Contract, the Contractor will reimburse to the United States, following the receipt of a
129 statement from the Contracting Officer, all miscellaneous costs incurred by the United States for
130 any work involved in the administration and supervision of this Contract.

131 (i) Nothing in this Article will be deemed to waive the sovereign
132 immunity of the United States.

133 **4. Article 6 in the Existing Contract, entitled ADMINISTRATION OF**
134 **FEDERAL PROJECT LANDS, is amended and replaced in its entirety by the following**

135 **Article 6:**

136 6. (a) The lands and interests in lands acquired, withdrawn, or reserved
137 and needed by the United States for the purposes of care, OM&R of the Transferred Project
138 Works may be used by the Contractor for such purposes. The Contractor is responsible for
139 ensuring that no unauthorized encroachment occurs on Federal Project lands and rights-of-way.

140 The Contractor does not have the authority to issue any land-use agreement or grant that conveys
141 an interest in Federal real property, nor to lease or dispose of any interest of the United States.

142 (b) The United States retains responsibility for compliance with the
143 National Historic Preservation Act of 1966 (NHPA), and the Native American Graves Protection
144 and Repatriation Act of 1990 (NAGPRA). The Contractor will notify the Contracting Officer
145 and, only when on tribal land, also notify the appropriate tribal official, immediately upon the
146 discovery of any potential historic properties or Native American human remains, funerary
147 objects, sacred objects, or objects of cultural patrimony.

148 **5. Article 9 in the Existing Contract, titled EXAMINATION, INSPECTION,**

149 **AND AUDIT OF TRANSFERRED PROJECT WORKS, RECORDS, AND REPORTS**

150 **FOR DETERMINING ADEQUACY OF OPERATION AND MAINTENANCE, is**

151 **amended and replaced in its entirety by the following Article 9:**

152 9. (a) The Contracting Officer may, from time to time, examine the following:
153 the Contractor's books, records, and reports; the Transferred Project Works being OM&R by the
154 Contractor; the adequacy of the OM&R program; the reserve fund; and the water conservation
155 program including the water conservation fund, if applicable. Notwithstanding title ownership,
156 where the United States retains a financial, physical, or liability interest in facilities either
157 constructed by the United States or with funds provided by the United States, the Contracting
158 Officer may examine any or all of the Transferred Project Works providing such interest to the
159 United States.

160 (b) The Contracting Officer may, or the Contractor may ask the
161 Contracting Officer to, conduct special inspections of any Transferred Project Works being
162 OM&R by the Contractor and special audits of the Contractor's books and records to ascertain
163 the extent of any OM&R deficiencies to determine the remedial measures required for their
164 correction and to assist the Contractor in solving specific problems. Except in an emergency,
165 any special inspection or audit shall be made only after written notice thereof has been delivered
166 to the Contractor by the Contracting Officer.

167 (c) The Contractor shall provide access to the Transferred Project
168 Works, operate any mechanical or electrical equipment, and be available to assist in the
169 examination, inspection, or audit.

170 (d) The Contracting Officer shall prepare reports based on the
171 examinations, inspections, or audits and furnish copies of such reports and any recommendations
172 to the Contractor.

173 (e) The costs incurred by the United States in conducting OM&R
174 examinations, inspections, and audits and preparing associated reports and recommendations
175 related to high- and significant-hazard dams and associated facilities shall be nonreimbursable.

176 Associated facilities include carriage, distribution, and drainage systems; pumping and pumping
177 generating plants; power plant structures; tunnels/pipelines; diversion and storage dams (low-
178 hazard); Type 2 bridges which are Reclamation-owned bridges not located on a public road;
179 regulating reservoirs (low-hazard); fish passage and protective facilities, including hatcheries;
180 river channelization features; rural/municipal water systems; desalting and other water treatment
181 plants; maintenance buildings and service yards; facilities constructed under Federal loan
182 programs (until paid out); and recreation facilities (Reserved Works only); and any other
183 facilities as determined by the Contracting Officer.

184 (f) Expenses incurred by the Contractor, as applicable, in participating
185 in the OM&R site examination will be borne by the Contractor.

186 (g) Requests by the Contractor for consultations, design services, or
187 modification reviews, and the completion of any OM&R activities identified in the formal
188 recommendations resulting from the examinations (unless otherwise noted) are to be funded as
189 project OM&R and are reimbursable by the Contractor to the extent of current project OM&R
190 allocations.

191 (h) Site visit special inspections that are beyond the regularly
192 scheduled OM&R examinations conducted to evaluate particular concerns or problems and
193 provide assistance relative to any corrective action (either as a follow up to an OM&R
194 examination or when requested by the Contractor) shall be nonreimbursable.

195 (i) The Contracting Officer may provide the State of California an
196 opportunity to observe and participate in, at its own expense, the examinations and inspections.
197 The State of California may be provided copies of reports and any recommendations relating to
198 such examinations and inspections.

199 **6. Article 11 in the Existing Contract, entitled RULES, REGULATIONS, AND**
200 **DETERMINATIONS, is deleted in its entirety.**

201 **7. Article 14 in the Existing Contract, entitled CHANGES IN**
202 **CONTRACTOR'S ORGANIZATION, is amended and replaced in its entirety by the**
203 **following Article 14:**

204 14. While this Contract is in effect, no change may be made in the
205 Contractor's organization, by inclusion or exclusion of lands or by any other changes which may
206 affect the respective rights, obligations, privileges, and duties of either the United States or the
207 Contractor under this Contract including, but not limited to, dissolution, consolidation, or
208 merger, except upon the Contracting Officer's written consent.

209 **8. Article 15 in the Existing Contract, entitled CLEAN AIR AND WATER, is**
210 **amended and replaced in its entirety by the following Article 15:**

211 15. (a) The Contractor agrees as follows:

212 (1) To comply with all the requirements of section 114 of the
213 Clean Air Act, as amended (42 U.S.C. § 7414), and section 308 of the Clean Water Act
214 (33 U.S.C. § 1318), relating to inspection, monitoring, entry, reports, and information, as well as
215 other requirements specified in those sections, and all applicable regulations and guidelines
216 issued thereunder.

217 (2) That no portion of the work required by this contract will
218 be performed in a facility listed on the Environmental Protection Agency List of Violating
219 Facilities on the date when this contract was executed unless and until the Environmental
220 Protection Agency eliminates the name of such facility or facilities from such listing.

221 (3) To use its best efforts to comply with clean air standards
222 and clean water standards at the facility where the contract work is being performed.

223 (4) To insert the substance of the provisions of this article into
224 any nonexempt subcontract, including this subparagraph (a)(4).

225 (b) The following definitions apply for purposes of this article:

226 (1) The term “Clean Air Act” means the Act enacted by Pub.
227 L. 88-206 of Dec. 17, 1963, and amendments thereto, as codified at 42 U.S.C. § 7401, et seq.

228 (2) The term “Clean Water Act” means the Act enacted by
229 Pub. L. 92-500 of Oct. 18, 1972, and amendments thereto, as codified at 33 U.S.C. § 1251, et
230 seq.

231 (3) The term “clean air standards” refers to all enforceable
232 rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, and other
233 requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean
234 Air Act or Executive Order 11738, an applicable implementation plan as described in
235 section 110 of the Clean Air Act (42 U.S.C. § 7410), an approved implementation procedure or
236 plan under subsection 111(c) or subsection 111(d) of the Clean Air Act (42 U.S.C. § 7411(c) or
237 (d)), or an approved implementation procedure under subsection 112(d) of the Clean Air Act
238 (42 U.S.C. § 7412(d)).

239 (4) The term “clean water standards” refers to all enforceable
240 limitations, controls, conditions, prohibitions, standards, and other requirements which are
241 promulgated pursuant to the Clean Water Act or contained in a permit issued to a discharger by
242 the Environmental Protection Agency or by a state under an approved program, as authorized by
243 section 402 of the Clean Water Act (33 U.S.C. § 1342), or by local government to ensure

244 compliance with pretreatment regulations as required by section 307 of the Clean Water Act
245 (33 U.S.C. § 1317).

246 (5) The term “comply” refers to compliance with clean air or
247 water standards. It also refers to compliance with a schedule or plan ordered or approved by a
248 court of competent jurisdiction, the Environmental Protection Agency, or an air or water
249 pollution control agency in accordance with the requirements of the Clean Air Act or Clean
250 Water Act and regulations issued pursuant thereto.

251 (6) The term “facility” means any building, plant, installation,
252 structure, mine, vessel or other floating craft, location, or site of operations owned, leased, or
253 supervised by a contractor or subcontractor to be utilized in the performance of a contract or
254 subcontract. Where a location or site of operations contains or includes more than one building,
255 plant, installation, or structure, the entire location or site shall be deemed to be a facility except
256 where the Director, Office of Federal Activities, Environmental Protection Agency, determines
257 that independent facilities are collocated in one geographical area.

258 **9. Article 17 in the Existing Contract, entitled CHARGES FOR DELINQUENT**
259 **PAYMENTS, is amended and replaced in its entirety by the following Article 17:**

260 17. (a) The Contractor shall be subject to interest, administrative, and
261 penalty charges on delinquent payments. If a payment is not received by the due date, the
262 Contractor shall pay an interest charge on the delinquent payment for each day the payment is
263 delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall
264 pay, in addition to the interest charge, an administrative charge to cover additional costs of
265 billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the
266 Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for
267 each day the payment is delinquent beyond the due date, based on the remaining balance of the
268 payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for
269 debt collection services associated with a delinquent payment.

270 (b) The interest rate charged shall be the greater of either the rate
271 prescribed quarterly in the Federal Register by the Department of the Treasury for application to
272 overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be
273 determined as of the due date and remain fixed for the duration of the delinquent period.

274 (c) When a partial payment on a delinquent account is received, the
275 amount received shall be applied first to the penalty charges, second to the administrative
276 charges, third to the accrued interest, and finally to the overdue payment.

277 **10. Article 18 in the Existing Contract, entitled ASSIGNMENT LIMITED –**
278 **SUCCESSORS AND ASSIGNS OBLIGATED, is amended and replaced in its entirety by**
279 **the following Article 18:**

280 18. The provisions of this Contract shall apply to and bind the successors and
281 assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest
282 therein by either party shall be valid until approved in writing by the other party.

283 **11. Article 19 in the Existing Contract, entitled CONTINGENT ON**
284 **APPROPRIATIONS OR ALLOTMENT OF FUNDS, is amended and replaced in its**
285 **entirety by the following Article 19:**

286 19. The expenditure or advance of any money or the performance of any
287 obligation of the United States under this Contract shall be contingent upon appropriation or
288 allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor
289 from any obligations under this Contract. No liability shall accrue to the United States in case funds
290 are not appropriated or allotted.

291 **12. Article 20 in the Existing Contract, entitled OFFICIALS NOT TO**
292 **BENEFIT, is amended and replaced in its entirety by the following Article 20:**

293 20. No Member of or Delegate to the Congress, Resident Commissioner, or
294 official of the Contractor shall benefit from this Contract other than as a water user or landowner in
295 the same manner as other water users or landowners.

296 **13. Article 21 in the Existing Contract, titled PROTECTION OF WATER AND**
297 **AIR QUALITY, is amended and replaced in its entirety by the following Article 21:**

298 21. (a) The Contractor, without expense to the United States, will care for
299 and OM&R the Transferred Project Works in a manner that preserves the quality of the water at the
300 highest feasible level as determined by the Contracting Officer.

301 (b) The United States will care for, operate and maintain Reserved Works
302 in a manner that preserves the quality of the water at the highest feasible level as determined by the
303 Contracting Officer. The United States does not warrant the quality of the water delivered to the
304 Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or
305 improve the quality of water delivered to the Contractor.

306 (c) The Contractor will comply with all applicable water and air pollution
307 laws and regulations of the United States and the State of California; and will obtain all required
308 permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery
309 of water by the Contractor; and will be responsible for compliance with all Federal, State, and local
310 water quality standards applicable to surface and subsurface drainage and/or discharges generated
311 through the use of Federal or Contractor facilities or Project water provided by the Contractor within
312 its Contractor's Area of Service.

313 (d) This article will not affect or alter any legal obligations of the

314 Secretary to provide drainage or other discharge services.

315 **14. Article 22 in the Existing Contract, entitled COMPLIANCE WITH CIVIL**
316 **RIGHTS LAWS AND REGULATIONS, is amended and replaced in its entirety by the**
317 **following Article 22:**

318 22. (a) The Contractor shall comply with Title VI of the Civil Rights Act
319 of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112,
320 Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-
321 135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990
322 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and
323 with the applicable implementing regulations and any guidelines imposed by the U.S.
324 Department of the Interior and/or Bureau of Reclamation.

325 (b) These statutes prohibit any person in the United States from being
326 excluded from participation in, being denied the benefits of, or being otherwise subjected to
327 discrimination under any program or activity receiving financial assistance from the Bureau of
328 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
329 Contract, the Contractor agrees to immediately take any measures necessary to implement this
330 obligation, including permitting officials of the United States to inspect premises, programs, and
331 documents.

332 (c) The Contractor makes this agreement in consideration of and for
333 the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
334 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of
335 Reclamation, including installment payments after such date on account of arrangements for
336 Federal financial assistance which were approved before such date. The Contractor recognizes
337 and agrees that such Federal assistance will be extended in reliance on the representations and
338 agreements made in this article and that the United States reserves the right to seek judicial
339 enforcement thereof.

340 (d) Complaints of discrimination against the Contractor shall be
341 investigated by the Contracting Officer's Office of Civil Rights.

342 **15. Article 23 in the Existing Contract, entitled EQUAL EMPLOYMENT**
343 **OPPORTUNITY, is amended and replaced in its entirety by the following Article 23:**

344 23. During the performance of this Contract, the Contractor agrees as follows:

345 (a) The Contractor will not discriminate against any employee or
346 applicant for employment because of race, color, religion, sex, sexual orientation, gender
347 identity, or national origin. The Contractor will take affirmative action to ensure that applicants
348 are employed, and that employees are treated during employment, without regard to their race,

349 color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall
350 include, but not be limited to the following: employment, upgrading, demotion, or transfer;
351 recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of
352 compensation; and selection for training, including apprenticeship. The Contractor agrees to
353 post in conspicuous places, available to employees and applicants for employment, notices to be
354 provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

355 (b) The Contractor will, in all solicitations or advertisements for
356 employees placed by or on behalf of the Contractor, state that all qualified applicants will receive
357 consideration for employment without regard to race, color, religion, sex, sexual orientation,
358 gender identity, or national origin.

359 (c) The Contractor will not discharge or in any other manner
360 discriminate against any employee or applicant for employment because such employee or
361 applicant has inquired about, discussed, or disclosed the compensation of the employee or
362 applicant or another employee or applicant. This provision shall not apply to instances in which
363 an employee who has access to the compensation information of other employees or applicants
364 as part of such employee's essential job functions discloses the compensation of such other
365 employees or applicants to individuals who do not otherwise have access to such information,
366 unless such disclosure is in response to a formal complaint or charge, in furtherance of an
367 investigation, proceeding, hearing, or action, including an investigation conducted by the
368 employer, or is consistent with the Contractor's legal duty to furnish information.

369 (d) The Contractor will send to each labor union or representative of
370 workers with which it has a collective bargaining agreement or other contract or understanding, a
371 notice, to be provided by the Contracting Officer, advising the labor union or workers'
372 representative of the Contractor's commitments under Section 202 of Executive Order 11246 of
373 September 24, 1965, and shall post copies of the notice in conspicuous places available to
374 employees and applicants for employment.

375 (e) The Contractor will comply with all provisions of Executive Order
376 No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of
377 Labor.

378 (f) The Contractor will furnish all information and reports required by
379 Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of
380 the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and
381 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to
382 ascertain compliance with such rules, regulations, and orders.

383 (g) In the event of the Contractor's noncompliance with the
384 nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this
385 Contract may be canceled, terminated or suspended in whole or in part and the Contractor may
386 be declared ineligible for further Government contracts in accordance with procedures
387 authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be

388 imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965
389 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

390 (h) The Contractor will include the provisions of paragraphs (a)
391 through (h) in every subcontract or purchase order unless exempted by the rules, regulations, or
392 orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of
393 September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
394 The Contractor will take such action with respect to any subcontract or purchase order as may be
395 directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions
396 for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or
397 is threatened with, litigation with a subcontractor or vendor as a result of such direction, the
398 Contractor may request the United States to enter into such litigation to protect the interests of
399 the United States.

400 **16. Article 24 in the Existing Contract, entitled NOTICES, is amended and**
401 **replaced in its entirety by the following Article 24:**

402 24. Any notice, demand, or request authorized or required by this Contract
403 shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid,
404 or delivered to the Area Manager, South-Central California Area Office, 1243 "N" Street,
405 Fresno, California 93721, and on behalf of the United States, when mailed, postage prepaid, or
406 delivered to the Board of Directors as listed in Exhibit "C". The designation of the addressee or
407 the address may be changed by notice given in the same manner as provided in this article for
408 other notices.

409 **17. Article 26 in the Existing Contract, entitled EMERGENCY RESERVE**
410 **FUND, is amended and replaced in its entirety by the following Article 26:**

411 26. (a) Commencing on the execution date of this Contract, the Contractor
412 shall accumulate and maintain a reserve fund or demonstrate to the satisfaction of the
413 Contracting Officer that other funds are available for use as an emergency reserve fund. The
414 Contractor shall establish and maintain that emergency reserve fund to meet costs incurred
415 during periods of special stress caused by damaging droughts, storms, earthquakes, floods, or
416 other emergencies threatening or causing interruption of water service.

417 (b) The Contractor shall accumulate the reserve fund with annual
418 deposits or investments of not less than \$100,000 to a Federally insured, interest- or dividend
419 bearing account or in securities guaranteed by the Federal Government: *Provided, That* money in the
420 reserve fund, including accrued interest, shall be available within a reasonable time to meet expenses
421 for such purposes as those identified in paragraph (d) herein. Such annual deposits and the
422 accumulation of interest to the reserve fund shall continue until the basic amount of \$100,000 is
423 accumulated. Following an emergency expenditure from the fund, the annual deposits shall
424 continue from the year following the emergency expenditure until the previous balance is
425 restored. After the initial amount is accumulated or after the previous balance is restored, the

426 annual deposits may be discontinued, and the interest earnings shall continue to accumulate and
427 be retained as part of the reserve fund.

428 (c) Upon mutual written agreement between the Contractor and the
429 Contracting Officer, the basic reserve fund or the accumulated reserve fund may be adjusted to
430 account for risk and uncertainty stemming from the size and complexity of the Project; the size
431 of the annual OM&R budget; additions to, deletions from, or changes in the Transferred Project
432 Works; and OM&R costs not contemplated when this Contract was executed.

433 (d) The Contractor may make expenditures from the reserve fund only
434 for meeting routine or recurring OM&R costs incurred during periods of special stress, as
435 described in paragraph (a) herein; or for meeting unforeseen extraordinary OM&R costs; or for
436 meeting unusual or extraordinary repair or replacement costs; or for meeting betterment costs (in
437 situations where recurrence of severe problems can be eliminated) during periods of special
438 stress. Proposed expenditures from the fund shall be submitted to the Contracting Officer in
439 writing for review and written approval prior to disbursement. Whenever the reserve fund is
440 reduced below the current balance by expenditures therefrom, the Contractor shall restore that
441 balance by the accumulation of annual deposits as specified in paragraph (b) herein.

442 (e) During any period in which any of the Transferred Project Works
443 are operated and maintained by the United States, the Contractor agrees the reserve fund shall be
444 available for like use by the United States.

445 (f) On or before October 1 of each year, the Contractor shall provide a
446 current statement of the principal and accumulated interest of the reserve fund account to the
447 Contracting Officer.

448 **18. Article 27 in the Existing Contract, entitled CONTAMINATION OR**
449 **POLLUTION OF FEDERAL PROPERTY, is amended and replaced in its entirety by the**
450 **following Article 27:**

451 27. (a) The Contractor shall not allow contamination or pollution of
452 Federal Project lands, Project waters, or Transferred Project Works of the United States or
453 administered by the United States and for which the Contractor has the responsibility for care,
454 operation, and maintenance by its employees or agents. The Contractor shall also take
455 reasonable precautions to prevent such contamination or pollution by third parties.

456 (b) The Contractor shall comply with all applicable Federal, State, and
457 local laws and regulations and Reclamation policies and instructions existing, or hereafter
458 enacted or promulgated, concerning any hazardous material that will be used, produced,
459 transported, stored, released, or disposed of on or in Federal Project lands, Project waters, or
460 Transferred Project Works.

461 (c) "Hazardous material" means (1) any substance falling within the

462 definition of “hazardous substance,” “pollutant or contaminant,” or “hazardous waste” under the
463 Comprehensive Environmental Response, Compensation and Liability Act
464 (42 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act
465 (33 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution,
466 refuse, garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides,
467 and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal,
468 State, local or Tribal law.

469 (d) Upon discovery of any event which may or does result in
470 contamination or pollution of Federal Project lands, Project water, or the Transferred Project
471 Works, the Contractor shall immediately undertake all measures necessary to protect public
472 health and the environment, including measures necessary to contain or abate any such
473 contamination or pollution, and shall report such discovery with full details of the actions taken
474 to the Contracting Officer. Reporting shall be within a reasonable time period but shall not
475 exceed 24 hours from the time of discovery if it is an emergency and the first working day
476 following discovery in the event of a non-emergency.

477 (e) If violation of the provisions of this Article occurs and the
478 Contractor does not take immediate corrective action, as determined by the Contracting Officer,
479 the Contractor may be subject to remedies imposed by the Contracting Officer, which may
480 include termination of this Contract.

481 (f) The Contractor shall be liable for any response action or corrective
482 measure necessary to protect public health and the environment or to restore Federal Project
483 lands, Project waters, or the Transferred Project Works that are adversely affected as a result of
484 such violation, and for all costs, penalties or other sanctions that are imposed for violation of any
485 Federal, State, local or Tribal laws and regulations concerning hazardous material. At the
486 discretion of the Contracting Officer, the United States may also terminate this Contract as a
487 result of such violation.

488 (g) The Contractor shall defend, indemnify, protect and save the
489 United States harmless from and against any costs, expenses, claims, damages, demands, or other
490 liability arising from or relating to Contractor’s violation of this article.

491 (h) Contracting Officer agrees to provide information necessary for the
492 Contractor, using reasonable diligence, to comply with the provisions of this Article.

493 **19. Article 30 in the Existing Contract, entitled PEST MANAGEMENT, is**
494 **amended and replaced in its entirety by the following Article 30:**

495 30. (a) The Contractor is responsible for complying with applicable
496 Federal, State, and local laws, rules, and regulations related to pest management in performing its
497 responsibilities under this Contract.

498 (b) The Contractor is responsible for effectively avoiding the

499 introduction and spread of, and for otherwise controlling, undesirable plants and animals, as
500 defined by the Contracting Officer, on or in Federal Project lands, Federal Project waters, and
501 Transferred Project Works for which and to the extent that the Contractor has OM&R
502 responsibility. The Contractor is responsible for exercising the level of precaution necessary in
503 meeting this responsibility, including inspecting its vehicles, watercraft, and equipment for
504 reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of
505 weeds, invasive species and other pests, and removing such materials before moving its vehicles,
506 watercraft, and equipment onto any Federal land, into any Federal Project facility waters, or out
507 of any area on Federal Project land where work is performed.

508 (c) Where decontamination of the Contractor's vehicles, watercraft, or
509 equipment is required prior to entering Federal Project land or waters, the decontamination shall
510 be performed by the Contractor at the point of prior use, or at an approved offsite facility able to
511 process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the
512 completion of work, the Contractor will perform any required decontamination within the work
513 area before moving the vehicles, watercraft, and equipment from Federal Project lands and
514 waters.

515 (d) Programs for the control of undesirable plants and animals on
516 Federal Project lands, and in Federal Project waters and Transferred Project Works for which the
517 Contractor has OM&R responsibility will incorporate Integrated Pest Management (IPM)
518 concepts and practices. IPM refers to a systematic and environmentally compatible program to
519 maintain pest populations within economically and environmentally tolerable levels. In
520 implementing an IPM program, the Contractor will adhere to applicable Federal and State laws
521 and regulations and Department of the Interior and Bureau of Reclamation policies, directives,
522 guidelines, and manuals, including but not limited to, the Department of the Interior Manual, Part
523 517 *Integrated Pest Management Policy* and Part 609 *Weed Control Program*, the Plant
524 Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3,
525 1999.

526 **20. Article 32 in the Existing Contract, entitled AMENDMENT DRAFTING**
527 **CONIDERATIONS, is retitled CONTRACT DRAFTING CONSIDERATION and is**
528 **replaced in its entirety by the following Article 32:**

529 32. This Contract Amendment has been negotiated and reviewed by the
530 parties hereto, each of whom is sophisticated in the matters to which this Contract Amendment
531 pertains. The double-spaced Articles of this Contract Amendment have been drafted, negotiated,
532 and reviewed by the parties, and no one party shall be considered to have drafted the stated
533 articles. Single-spaced Articles are standard articles pursuant to Reclamation policy.

534 **21. Article 33 in the Existing Contract, entitled PRESERVATION OF**

535 **EXISTING CONTRACT, is replaced in its entirety by the following Article 33:**

536 33. Except as expressly modified by the provisions of this Contract

537 Amendment, the Existing Contract, along with all amendments to the Existing Contract, shall

538 remain in full force and effect. Exhibits “A” through “C” may be modified without further

539 amendment to this Contract Amendment.

540 IN WITNESS WHEREOF, the parties hereto have executed this Contract

541 Amendment to the Existing Contract on the day and year first above written.

542 THE UNITED STATES OF AMERICA

543 By: _____
544 Regional Director
545 Interior Region 10: California-Great Basin
546 Bureau of Reclamation

547 CACHUMA OPERATION AND
548 MAINTENANCE BOARD

549 By: _____
550 President, Board of Directors

551 ATTEST:

552 By: _____
553 Secretary of the Board of Directors

THIS PAGE INTENTIONALLY LEFT BLANK

RESOLUTION NO. 793

**RESOLUTION OF THE GOVERNING BOARD OF THE
CACHUMA OPERATION & MAINTENANCE BOARD APPROVING
THE SECOND AMENDATORY CONTRACT BETWEEN COMB AND THE UNITED
STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, FOR
THE TRANSFER OF THE OPERATION AND MAINTENANCE OF THE
CACHUMA TRANSFERRED PROJECT WORKS, AND AUTHORIZING
EXECUTION OF THE CONTRACT BY THE PRESIDENT OF THE BOARD**

RECITALS

WHEREAS, the Cachuma Operation & Maintenance Board (“COMB”) is a joint powers authority and public entity, organized and existing in the County of Santa Barbara in accordance with Government Code Section 6500 *et seq.*, and operating pursuant to the 1996 Amended and Restated Agreement for the Establishment of a Board of Control to Operate and Maintain the Cachuma Project - Cachuma Operation And Maintenance Board, dated May 23, 1996 (“Amended and Restated Agreement”), as amended by an Amendment to the Amended and Restated Agreement made effective September 16, 2003; and as amended by the Second Amendment to the 1996 Amended and Restated Agreement made effective November 20, 2018 (collectively the “Joint Powers Agreement”); and

WHEREAS, the Member Agencies of COMB are the Goleta Water District, the City of Santa Barbara, the Montecito Water District, and the Carpinteria Valley Water District; and

WHEREAS, COMB operates and maintains Cachuma Project facilities, including the South Coast Conduit (“SCC”), pursuant to a Transfer of Operation and Maintenance Contract entered into with the United States Bureau of Reclamation (“Reclamation”) in 2003, and amended by the 1st Amendatory Contract effective September 30, 2020 (the “Existing O&M Contract”), expiring on September 30, 2023. The SCC is a critical piece of infrastructure that provides for the conveyance of Cachuma Project water and State Project water to 250,000 residents on the South Coast of Santa Barbara County; and

WHEREAS, the Governing Board of the Cachuma Operation and Maintenance Board is proposing to enter into a 2nd Amendatory Contract to the Existing O&M Contract with Reclamation for a term of three (3) years, expiring September 30, 2026; and

WHEREAS, it is in the best interest of COMB to enter into the 2nd Amendatory Contract to the Existing O&M Contract, which is referred to as “Contract No. 14-06-200-5222RB,” and is essentially and materially identical to the Existing O&M Contract, with a few amendments and additions based on standard, revised federal contractual language; and

WHEREAS, the COMB Governing Board has reviewed the terms and conditions of Contract No. 14-06-200-5222RB and has determined that they are appropriate and acceptable; and

WHEREAS, the COMB Governing Board further reviews and determines that adopting Resolution No. 793 provides statutory exemption from environmental review under the California Environmental Quality Act ("CEQA") and thereby, authorizes the filing of a Notice of Exemption ("NOE") by COMB with the Clerk of the Board of Supervisors, County of Santa Barbara.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF COMB AS FOLLOWS:

1. The Governing Board finds and determines that the facts set forth in the above recitals and in the documents referenced herein are true and correct.
2. The Governing Board authorizes the President of the Board to execute Contract No. 14-06-200-5222RB with the U.S. Department of the Interior, Bureau of Reclamation, as a 2nd Amendment to the Contract for the Transfer of the Operation and Maintenance of the Cachuma Transferred Project Works.
3. This Resolution shall take effect immediately.

PASSED, APPROVED AND ADOPTED by the Governing Board of the Cachuma Operation and Maintenance Board, this 25th day of September 2023, by the following roll call vote:

Ayes:
Nays:
Abstain:

APPROVED:

President of the Governing Board

ATTEST:

Secretary of the Governing Board

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	September 25, 2023
Submitted by:	Edward Lyons
Approved by:	Janet Gingras

SUBJECT: Updated Personnel Policy and Employee Handbook

RECOMMENDATION:

The Board of Directors review the legal and administrative updates to the COMB Personnel Policy and Employee Handbook and receive and file.

SUMMARY:

As new employees join COMB, it is essential they become familiar with the organization, actively engage in their role and responsibilities and become acquainted with COMB's policies and procedures. The attached updated Personnel Policy and Employee Handbook serves as a reference manual for new and current employees and contains useful information concerning responsibilities and expectations, employee benefits as well as state and federal policies.

The COMB Personnel Policy and Employee Handbook was last updated in 2021. Staff has worked with COMB legal counsel to update this handbook for recent changes in labor law. To assist with the review of policy updates and changes since the last Employee Handbook, staff has prepared a recap of new and revised policies which is attached to this memorandum.

The COMB Personnel Policy and Employee Handbook will be provided to all current COMB employees as well as new employees during their new hire orientation.

LEGAL CONCURRENCE:

The updated Personnel Policy and Employee Handbook has been reviewed by COMB legal counsel.

COMMITTEE STATUS:

The Administrative Committee reviewed the legal and administrative updates to the COMB Personnel Policy and Employee Handbook including the exhibit and forwards to the Board with a recommendation to receive and file.

LIST OF EXHIBITS:

1. Recap of Changes and Updates
2. Updated Personnel Policy and Employee Handbook

THIS PAGE INTENTIONALLY LEFT BLANK

**Cachuma Operation and Maintenance Board
Personnel Policy and Employee Handbook - Recap of Changes and Updates**

Policy		Comment	Page
SECTION I: EMPLOYMENT POLICIES			
1.1	AUTHORITY	No change	1
1.2	EQUAL EMPLOYMENT OPPORTUNITY	No change	2
1.3	DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION	No change	3
1.4	IMMIGRATION LAW COMPLIANCE	No change	6
SECTION II: EMPLOYMENT STATUS			
2.1	AT-WILL EMPLOYMENT	No change	7
2.2	INTRODUCTORY PERIOD	No change	8
2.3	SUBSEQUENT TRIAL PERIOD	No change	9
2.4	EMPLOYEE CLASSIFICATIONS	No change	10
2.5	ANNIVERSARY DATES	No change	12
2.6	EMPLOYEE LENGTH OF SERVICE CREDIT	No change	13
SECTION III: CONDITIONS OF EMPLOYMENT			
3.1	HOURS OF OPERATION	No change	14
3.2	MEDICAL EXAMINATIONS / BACKGROUND CHECK	No change	15
3.3	JOB DUTIES AND RESPONSIBILITIES	No change	16
3.4	LICENSING AND CERTIFICATIONS	No change	17
3.5	HIRING RELATIVES / EMPLOYEE RELATIONSHIPS	No change	18
3.6	REST AND MEAL PERIODS	No change	19
3.7	ALTERNATIVE WORKWORK SCHEDULE	No change	20
3.8	OPERATIONS DIVISION ON-CALL DUTY	No change	22
3.9	PROMOTIONS, INTERNAL JOBS OPENINGS AND TRANSFERS	No change	24
3.10	PERFORMANCE EVALUATIONS	No change	25
3.11	FITNESS FOR DUTY	No change	26
3.12	VACCINATION POLICY	Rescind Policy	27
SECTION IV: COMPENSATION			
4.1	PAYCHECKS AND PAY PERIODS	No change	28
4.2	TIME RECORDS AND TIMEKEEPING PROCEDURES	No change	29
4.3	WAGE RATES	No change	30
4.4	OVERTIME	No change	31
4.5	COST OF LIVING ADJUSTMENT (COLA)	No change	32
4.6	LONGEVITY PAY	No change	33
4.7	UNCLAIMED / LOST PAYCHECKS	No change	34
4.8	LOANS, ADVANCES AND PERSONAL CHECKS	No change	35
4.9	TRAVEL TIME FOR NON-EXEMPT EMPLOYEES	No change	36
4.10	REIMBURSABLE EXPENSES	No change	37
4.11	SAFE HARBOR POLICY FOR FAIR LABOR STANDARDS ACT	No change	38
SECTION V: BENEFITS			
5.1	BENEFITS OVERVIEW / DISCLAIMER	No change	40
5.2	HOLIDAYS	No change	41
5.3	VACATION	No change	42
5.4	SICK LEAVE	Covered family members to include 'Designated Person'.	44
5.5	MEDICAL INSURANCE	No change	46
5.6	DENTAL INSURANCE	No change	48
5.7	VISION PLAN	No change	49
5.8	LIFE INSURANCE	No change	50
5.9	EMPLOYEE ASSISTANCE PROGRAM	No change	51
5.10	DEFERRED COMPENSATION PLAN	No change	52
5.11	SOCIAL SECURITY	No change	53
5.12	CALPERS RETIREMENT PLAN	No change	54
5.13	OTHER POST EMPLOYMENT BENEFITS (OPEB)	No change	57
5.14	TRAINING AND TUITION REIMBURSEMENT	No change	59
5.15	TIME OFF FOR VOTING	No change	61

**Cachuma Operation and Maintenance Board
Personnel Policy and Employee Handbook - Recap of Changes and Updates**

Policy		Comment	Page
SECTION VI: LEAVE OF ABSENCE			
6.1	FAMILY AND MEDICAL LEAVE ACT	No change	62
6.2	CALIFORNIA FAMILY RIGHTS ACT LEAVE	Covered family members to include 'Designated Person'.	64
6.3	PREGNANCY DISABILITY LEAVE	Added language to protect employee against adverse action	68
6.4	LACTATION ACCOMMODATION	No change	71
6.5	PAID FAMILY LEAVE	No change	72
6.6	BEREAVEMENT LEAVE	Expanded to five days per statutory requirement	73
6.7	MILITARY AND CIVIL SERVICE LEAVE	No change	74
6.8	JURY DUTY AND WITNESS LEAVE	No change	75
6.9	VICTIMS OF CRIME LEAVE	No change	76
6.10	VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING	No change	77
6.11	ORGAN AND BONE MARROW DONOR LEAVE	No change	79
6.12	UNPAID PERSONAL LEAVE	No change	80
6.13	DONATED LEAVE PROGRAM	No change	81
6.14	SCHOOL APPEARANCE LEAVE	No change	83
SECTION VII: GENERAL POLICIES			
7.1	CONFIDENTIAL INFORMATION	No change	84
7.2	PERSONNEL AND PAYROLL RECORDS	No change	85
7.3	SMOKING	No change	86
7.4	PARKING	No change	87
7.5	COMB CELL PHONES	No change	88
7.6	COMB COMPUTERS AND ELECTRONIC INFORMATION	No change	90
7.7	USE OF VEHICLES ON COMB BUSINESS	No change	93
7.8	COMB PROPERTY AND RIGHT TO INSPECTION	No change	97
7.9	EMPLOYEE DRESS, PERSONAL APPEARANCE AND UNIFORMS	Increased annual boot reimbursement allowance amount	98
7.10	PERSONAL PROPERTY	No change	102
7.11	PERSONAL VISITS AND TELEPHONE CALLS DURING WORK TIME	No change	103
7.12	CONDUCTING PERSONAL BUSINESS DURING WORK TIME	No change	104
7.13	SOLICITATION AND DISTRIBUTION	No change	105
7.14	BULLETIN BOARDS	No change	106
7.15	CALIFORNIA PUBLIC RECORDS ACT REQUEST	No change	107
7.16	CREDIT CARDS AND VENDOR CHARGE ACCOUNTS POLICY	No change	108
7.17	PURCHASING POLICY	No change	109
SECTION VIII: HEALTH AND SAFETY			
8.1	GENERAL HEALTH AND SAFETY	No change	110
8.2	FIRST AID	No change	111
8.3	HEAT AND ILLNESS PREVENTION	No change	112
8.4	WORKERS' COMPENSATION INSURANCE	No change	113
8.5	SECURITY	No change	115
8.6	WORKPLACE VIOLENCE	Expanded Procedures for Reporting a Threat	117
8.7	OFFICE SPACE HOUSEKEEPING	No change	119
8.8	ERGONOMICS	No change	120
SECTION IX: EMPLOYEE PERFORMANCE AND CONDUCT			
9.1	EXPECTED CONDUCT	No change	121
9.2	RULES OF CONDUCT	No change	122
9.3	PUNCTUALITY AND ATTENDANCE	No change	124
9.4	DISCIPLINE	No change	125
9.5	GRIEVANCE PROCEDURE	No change	126
9.6	STAKEHOLDERS, VENDORS, PUBLIC AND INTERNAL RELATIONS	No change	127
9.7	CONFLICT OF INTEREST AND BUSINESS ETHICS POLICY	No change	128
9.8	MEDIA INQUIRIES / PUBLIC STATEMENTS	No change	130
9.9	OFF-DUTY CONDUCT	No change	131
9.10	OUTSIDE EMPLOYMENT	No change	132
9.11	FRAGRANCE POLICY	No change	133
9.12	PERSONAL USE OF SOCIAL MEDIA	No change	134
9.13	POLITICAL ACTIVITY	No change	135
9.14	DRUG AND ALCOHOL POLICY	No change	136

**Cachuma Operation and Maintenance Board
Personnel Policy and Employee Handbook - Recap of Changes and Updates**

Policy		Comment	Page
SECTION X: TERMINATION			
10.1	TERMINATION	No change	140
10.2	COBRA	No change	142
10.3	REFERENCES	No change	143
10.4	CLOSING	No change	144
SECTION XI: ACKNOWLEDGEMENT			
RECEIPT OF EMPLOYEE HANDBOOK AND AT-WILL ACKNOWLEDGEMENT			145
RECEIPT OF CALIFORNIA DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY			147

THIS PAGE INTENTIONALLY LEFT BLANK



CACHUMA OPERATION AND MAINTENANCE BOARD

UPDATED PERSONNEL POLICY AND EMPLOYEE HANDBOOK

EFFECTIVE DATE: SEPTEMBER XX, 2023



Our Mission

*“To provide a reliable source of water to our member agencies
in an efficient and cost effective manner for the betterment of our community.”*

This page left blank intentionally



INTRODUCTION

The Cachuma Operation and Maintenance Board (COMB) is a California Joint Powers Authority (JPA) formed in 1956 by the Cachuma Member Units ⁽¹⁾ pursuant to an agreement with the U.S. Bureau of Reclamation. The agreement transferred to COMB the responsibility to repair, replace, operate and maintain all Cachuma Project facilities exclusive of Bradbury Dam.

On behalf of the U. S. Bureau of Reclamation, COMB is also responsible for implementation of the 2000 Biological Opinion and Fish Management Plan related to the Cachuma Project on the Santa Ynez River in Santa Barbara, California. These activities include ongoing scientific studies along the river, monitoring and recording changing conditions, and implementation of fish passage improvements as outlined in the 2000 Biological Opinion.

The current COMB Member Agencies consist of Goleta Water District, City of Santa Barbara, Montecito Water District and Carpinteria Valley Water District. The Board is composed of one publicly-elected representative member from each of the governing bodies and is appointed by appropriate action of each governing board to serve on the COMB Board.

Day-to-day operations are executed by the General Manager who serves at the pleasure of the Board. The General Manager oversees the COMB Operations, Engineering, Fisheries, and Administrative Divisions.

For employees who are commencing employment with COMB, on behalf of COMB, let me extend a warm and sincere welcome.

For employees who have been with us, thanks for your past and continued service.

I extend my personal best wishes for success and happiness here at COMB. We understand that it is our employees who provide the services that our Member Agencies rely upon, and who will enable us to create new opportunities in the years to come.

Janet Gingras.

General Manager

⁽¹⁾ Carpinteria Valley Water District, Goleta Water District, Montecito Water District, City of Santa Barbara, and Santa Ynez River Water Conservation District, ID#1

This page left blank intentionally



DISCLAIMER

At-Will Disclaimer: Standard Provision

No policy or provision in this Handbook is intended to create a contract binding the employee or the employer to an agreement of employment for a specific period of time. A worker's employment can be terminated by either the employee or the employer at any time, for any reason, with or without notice. No representative or agent of the employer, other than the General Manger, can authorize or sign an employment agreement contrary to the above terms or otherwise make any binding offer of employment for a specific term.

General Contract Disclaimer: Standard Provision

The policies and procedures in this Handbook are designed to serve as guidelines for management action. They are not intended to create a contract or binding agreement between COMB and any employee. All policies and procedures outlined in the Handbook are subject to change or modification at COMB's discretion at any time that particular circumstances warrant.

This Handbook is provided for informational purposes only. No provision or portion of the Handbook constitutes an implied or expressed contract, guarantee, or assurance of employment or any right to an employment-related benefit or procedure. COMB reserves the right to change, modify, eliminate, or deviate from any policy of procedure in this handbook at any time and to hire, transfer, promote, discipline, terminate, and otherwise manage its employees as it deems appropriate. If you have any questions concerning these guidelines, please consult with the General Manager or Administrative Manager/CFO.

This handbook supersedes all prior handbooks.

This page left blank intentionally



MISSION STATEMENT

As an employee of COMB, it is important that you familiarize yourself with COMB's mission statement and work diligently to assist COMB in achieving its objectives.

COMB's Mission:

*“To provide a reliable source of water to our Member Agencies
in an efficient and cost effective manner
for the betterment of our community.”*



Cachuma Lake – North Portal Intake Tower
Photo Credit: D. Flora

This page left blank intentionally

TABLE OF CONTENTS

SECTION I: EMPLOYMENT POLICIES

1.1	AUTHORITY	1
1.2	EQUAL EMPLOYMENT OPPORTUNITY	2
1.3	DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION	3
	1.3.1 Discrimination	3
	1.3.2 Harassment.....	3
	1.3.3 Sexual Harassment.....	3
	1.3.4 Retaliation	4
	1.3.5 Reporting Procedures	4
	1.3.6 Investigation Procedures	5
	1.3.6 Request for Accommodation.....	5
1.4	IMMIGRATION LAW COMPLIANCE	6

SECTION II: EMPLOYMENT STATUS

2.1	AT-WILL EMPLOYMENT.....	7
2.2	INTRODUCTORY PERIOD	8
2.3	SUBSEQUENT TRIAL PERIOD	9
2.4	EMPLOYEE CLASSIFICATIONS	10
	2.4.1 Introductory Employee	10
	2.4.2 Regular Full-Time Employee.....	10
	2.4.3 Regular Part-Time Employee.....	10
	2.4.4 Seasonal Employee	10
	2.4.5 Temporary Employee.....	11
2.5	ANNIVERSARY DATES	12
	2.5.1 Annual Performance Review Date	12
	2.5.2 Promotional Reclassification Anniversary Date.....	12
2.6	EMPLOYEE LENGTH OF SERVICE CREDIT	13

SECTION III: CONDITIONS OF EMPLOYMENT

3.1	HOURS OF OPERATION.....	14
3.2	MEDICAL EXAMINATIONS / BACKGROUND CHECK.....	15
3.3	JOB DUTIES AND RESPONSIBILITIES	16
3.4	LICENSING AND CERTIFICATIONS	17
3.5	HIRING RELATIVES / EMPLOYEE RELATIONSHIPS	18
3.6	REST AND MEAL PERIODS	19
	3.6.1 General Requirements.....	19
	3.6.2 Rest Periods	19
	3.6.3 Meal Periods	19

TABLE OF CONTENTS

SECTION III: CONDITIONS OF EMPLOYMENT (CONTINUED)

3.7	ALTERNATIVE WORKWEEK SCHEDULE	20
	3.7.1 Work-week Schedule	20
	3.7.2 Participation Criteria.....	20
	3.7.3 Procedures.....	20
	3.7.4 Non-Exempt Staff.....	21
	3.7.5 Exempt Staff	21
3.8	OPERATIONS DIVISION ON-CALL DUTY	22
	3.8.1 Requirements.....	22
	3.8.2 Responding to Call-Outs.....	23
	3.8.3 Compensation.....	23
3.9	PROMOTIONS, INTERNAL JOBS OPENINGS AND TRANSFERS	24
3.10	PERFORMANCE EVALUATIONS.....	25
3.11	FITNESS FOR DUTY.....	26
3.12	VACCINATION POLICY	27

SECTION IV: COMPENSATION

4.1	PAYCHECKS AND PAY PERIODS	28
	4.1.1 Pay Period	28
	4.1.2 Payroll Deductions	28
	4.1.3 Payroll Errors	28
	4.1.4 Direct Deposit	28
4.2	TIME RECORDS AND TIMEKEEPING PROCEDURES	29
4.3	WAGE RATES	30
4.4	OVERTIME	31
4.5	COST OF LIVING ADJUSTMENT (COLA).....	32
4.6	LONGEVITY PAY	33
4.7	UNCLAIMED / LOST PAYCHECKS	34
4.8	LOANS, ADVANCES AND PERSONAL CHECKS	35
4.9	TRAVEL TIME FOR NON-EXEMPT EMPLOYEES	36
4.10	REIMBURSABLE EXPENSES	37
	4.10.1 Conference or Training Seminars	37
	4.10.2 Materials, Service, Supplies.....	37
	4.10.3 Mileage	37
	4.10.4 Employee Incurred Expenses	37
	4.10.5 Out of Area Travel and Expenses.....	37

TABLE OF CONTENTS

SECTION IV: COMPENSATION (CONTINUED)

4.11	SAFE HARBOR POLICY FOR FAIR LABOR STANDARDS ACT	38
4.11.1	Review Your Pay Stub	38
4.11.2	Non-Exempt Employees	38
4.11.3	Exempt Employees	38
4.11.4	Reporting Violations	39

SECTION V: BENEFITS

5.1	BENEFITS OVERVIEW / DISCLAIMER	40
5.2	HOLIDAYS	41
5.2.1	COMB Holidays	41
5.2.1	Floating Holiday	41
5.3	VACATION	42
5.3.1	Accrual Schedule	42
5.3.2	Usage	42
5.3.3	Payout	43
5.4	SICK LEAVE	44
5.4.1	Accrual Schedule	44
5.4.2	Usage	44
5.4.3	Temporary and Seasonal Employees	45
5.4.4	Payout	45
5.5	MEDICAL INSURANCE	46
5.6	DENTAL INSURANCE	48
5.7	VISION PLAN	49
5.8	LIFE INSURANCE	50
5.9	EMPLOYEE ASSISTANCE PROGRAM	51
5.10	DEFERRED COMPENSATION PLAN	52
5.11	SOCIAL SECURITY	53
5.12	CALPERS RETIREMENT PLAN	54
5.12.1	Classic Members	54
5.12.2	PEPRA Members	54
5.12.3	Vesting Provisions	55
5.12.4	Benefits Provided	55
5.12.5	Termination of Employment	55
5.13	OTHER POST EMPLOYMENT BENEFITS (OPEB)	57
5.13.1	Eligibility	57
5.13.2	Benefits	57

TABLE OF CONTENTS

SECTION V: BENEFITS (CONTINUED)

5.14	TRAINING AND TUITION REIMBURSEMENT.....	59
5.14.1	Mandatory Meetings / Training.....	60
5.14.2	Tuition Reimbursement.....	60
5.15	TIME OFF FOR VOTING.....	61

SECTION VI: LEAVE OF ABSENCE

6.1	FAMILY AND MEDICAL LEAVE ACT.....	62
6.1.1	Eligibility.....	62
6.1.2	Calculating the 12 Month Period.....	62
6.1.3	Conditions Triggering Leave.....	62
6.1.4	Procedures.....	63
6.1.5	Employer Responsibilities.....	63
6.2	CALIFORNIA FAMILY RIGHTS ACT (CFRA).....	64
6.2.1	Eligibility.....	64
6.2.2	Calculating the 12 Month Period.....	64
6.2.3	Conditions Triggering Leave.....	64
6.2.4	CALIFORNIA FAMILY RIGHTS ACT (CFRA).....	65
6.2.5	Procedures.....	65
6.2.6	CALIFORNIA FAMILY RIGHTS ACT (CFRA).....	65
6.2.7	Employer Responsibilities.....	65
6.2.8	CALIFORNIA FAMILY RIGHTS ACT (CFRA).....	66
6.2.8	Medical Certifications.....	66
6.2.9	CALIFORNIA FAMILY RIGHTS ACT (CFRA).....	67
6.2.9	Use of Accrued Paid Leave.....	67
6.2.10	Maintenance of Health Benefits.....	67
6.2.11	Intermittent Leave.....	67
6.2.12	Job Restoration.....	67
6.2.13	Failure to Return after Leave.....	67
6.3	PREGNANCY DISABILITY LEAVE.....	68
6.3.1	Coordinating Pregnancy Disability Leave.....	69
6.4	LACTATION ACCOMMODATION.....	71
6.5	PAID FAMILY LEAVE.....	72
6.5.1	California State Disability Insurance Benefits.....	72
6.6	BEREAVEMENT LEAVE.....	73
6.7	MILITARY AND CIVIL SERVICE LEAVE.....	74
6.8	JURY DUTY AND WITNESS LEAVE.....	75
6.9	VICTIMS OF CRIME LEAVE.....	76
6.10	VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING.....	77
6.11	ORGAN AND BONE MARROW DONOR LEAVE.....	79

TABLE OF CONTENTS

SECTION VI: LEAVE OF ABSENCE (CONTINUED)

6.12	UNPAID PERSONAL LEAVE	80
6.13	DONATED LEAVE PROGRAM	81
	6.13.1 Eligibility	81
	6.13.1 Guidelines	81
6.14	SCHOOL APPEARANCE LEAVE	83

SECTION VII: GENERAL POLICIES

7.1	CONFIDENTIAL INFORMATION.....	84
7.2	PERSONNEL AND PAYROLL RECORDS	85
7.3	SMOKING	86
7.4	PARKING.....	87
7.5	COMB CELL PHONES	88
7.6	COMB COMPUTERS AND ELECTRONIC INFORMATION.....	90
	7.6.1 Prohibited Use	90
	7.6.2 Laptops, Netbooks and Tablets	91
	7.6.3 Monitoring of COMB Property	91
	7.6.4 Personal Use	92
	7.6.5 Social Media	92
	7.6.6 Employee-Owned Devices.....	92
7.7	USE OF VEHICLES ON COMB BUSINESS.....	93
	7.7.1 Personal Automobile Use	93
	7.7.2 COMB Vehicles.....	93
7.8	COMB PROPERTY AND RIGHT TO INSPECTION	97
7.9	EMPLOYEE DRESS, PERSONAL APPEARANCE AND UNIFORMS	98
	7.9.1 Employee Dress in General	98
	7.9.2 Personal Appearance	98
	7.9.3 Administrative Staff.....	98
	7.9.4 Field Staff.....	99
	7.9.5 Purchase and Replacement of Uniforms	100
	7.9.6 Termination.....	101
7.10	PERSONAL PROPERTY.....	102
7.11	PERSONAL VISITS AND TELEPHONE CALLS DURING WORK TIME.....	103
7.12	CONDUCTING PERSONAL BUSINESS DURING WORK TIME	104
7.13	SOLICITATION AND DISTRIBUTION	105
7.14	BULLETIN BOARDS.....	106
7.15	CALIFORNIA PUBLIC RECORDS ACT REQUEST	107
7.16	CREDIT CARDS AND VENDOR CHARGE ACCOUNTS POLICY.....	108
7.17	PURCHASING POLICY.....	109

TABLE OF CONTENTS

SECTION VIII: HEALTH AND SAFETY

8.1	GENERAL HEALTH AND SAFETY	110
8.2	FIRST AID	111
8.3	HEAT AND ILLNESS PREVENTION.....	112
8.4	WORKERS' COMPENSATION INSURANCE.....	113
	8.4.1 Paid Sick Leave and Workers Compensation Benefits	114
	8.4.2 Recreational Activities and Programs	115
8.5	SECURITY.....	116
8.6	WORKPLACE VIOLENCE.....	117
	8.6.1 Zero Tolerance Policy	117
	8.6.2 Procedures for Reporting a Threat.....	118
8.7	OFFICE SPACE HOUSEKEEPING.....	119
8.8	ERGONOMICS	120

SECTION IX: EMPLOYEE PERFORMANCE AND CONDUCT

9.1	EXPECTED CONDUCT.....	121
9.2	RULES OF CONDUCT	122
9.3	PUNCTUALITY AND ATTENDANCE	124
9.4	DISCIPLINE.....	125
9.5	GRIEVANCE PROCEDURE.....	126
9.6	STAKEHOLDERS, VENDORS, PUBLIC AND INTERNAL RELATIONS.....	127
	9.6.1 Stakeholders, Vendors and Public Relations	127
	9.6.2 Internal Relations	127
9.7	CONFLICT OF INTEREST AND BUSINESS ETHICS POLICY	128
	9.7.1 Gifts	128
	9.7.3 Reporting of Unethical Behavior	129
	9.7.4 Compliance	129
9.8	MEDIA INQUIRIES / PUBLIC STATEMENTS	130
9.9	OFF-DUTY CONDUCT.....	131
9.10	OUTSIDE EMPLOYMENT	132
9.11	FRAGRANCE POLICY	133
9.12	PERSONAL USE OF SOCIAL MEDIA.....	134
9.13	POLITICAL ACTIVITY	135
9.14	DRUG AND ALCOHOL POLICY	136
	9.14.1 Employee Assistance.....	136
	9.14.2 Use of Legal Drugs	136
	9.14.3 Prohibited Conduct.....	137
	9.14.4 Testing for Illegal Drugs and Alcohol.....	137
	9.14.5 Disciplinary Guidelines	139
	9.14.6 Effect of Criminal Drug Conviction	139

TABLE OF CONTENTS

SECTION X: TERMINATION

10.1	TERMINATION	140
	10.1.1 Voluntary Resignation.....	140
	10.1.2 Reductions in Force	140
	10.1.3 Progressive Discipline and Involuntary Termination	140
	10.1.4 Exit Interview.....	141
10.2	COBRA	142
10.3	REFERENCES	143
10.4	CLOSING.....	144

SECTION XI: ACKNOWLEDGEMENT

	RECEIPT OF COMB PERSONNEL POLICY AND EMPLOYEE HANDBOOK AND AT-WILL ACKNOWLEDGEMENT	145
	RECEIPT OF CALIFORNIA DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY.....	147

This page left blank intentionally

SECTION I: EMPLOYMENT POLICIES

This page left blank intentionally



1.1 AUTHORITY

The General Manager shall be responsible for all personnel matters. The General Manager may delegate as many of the day-to-day personnel functions to such other employees as the General Manager deems appropriate.



1.2 EQUAL EMPLOYMENT OPPORTUNITY

It is the established policy of COMB as an Equal Opportunity Employer to provide an employment environment that does not discriminate on the basis of actual or perceived race, including hair texture and protective hairstyles associated with race, color, national origin, ancestry, sex, gender, gender identity, gender expression, pregnancy, childbirth or related medical condition, religious creed, physical disability, mental disability, age for individuals over forty years of age, medical condition, medical leave, marital status, veteran status, sexual orientation, genetic information, or a perception that anyone has any protected characteristics, or is associated with a person who has or is perceived as having any of those characteristics, or any other characteristic protected by federal, state or local law. COMB is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general employment practices.

COMB will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please speak to the General Manager or the Administrative Manager/CFO.

COMB will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on COMB's operations. If you wish to request such an accommodation, please speak to the General Manager or the Administrative Manager/CFO.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the General Manager or the Administrative Manager/CFO. COMB will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he/she has been subjected to any such retaliation, he/she should bring it to the attention of the General Manager or the Administrative Manager/CFO.

To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including immediate termination. All employees must cooperate with all investigations.

1.3 DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION

COMB prohibits and will not tolerate discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, Manager, vendor, customer or any third party on the basis of race, including hair texture and protective hairstyles associated with race, religious creed, color, age for individuals over forty years of age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition, medical leave, as defined by state law (cancer or genetic characteristics), or a perception that anyone has any protected characteristics, or is associated with a person who has or is perceived as having any of those characteristics, disability, military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state or local laws and ordinances. COMB is committed to a workplace free of discrimination, harassment and retaliation.

1.3.1 Discrimination

Discrimination under this policy means treating, or proposing to treat, someone unfavorably or denying or granting a benefit to an individual because of a personal characteristic protected by law.

1.3.2 Harassment

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile work environment that interferes with work performance.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays or emails) or physical conduct (including physically threatening another, blocking a person's passageway, etc.) that denigrates or shows hostility or aversion towards an individual because of any personal characteristic protected by law. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

1.3.3 Sexual Harassment

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature. Examples of conduct that violates this policy include:

1. Unwelcome sexual advances, flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. Obscene or vulgar gestures, posters or comments;
4. Sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. Propositions or suggestive or insulting comments of a sexual nature;
6. Derogatory cartoons, posters and drawings;
7. Sexually-explicit e-mails or voicemails;

1.3 DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION (CONTINUED)

1.3.3 Sexual Harassment (Continued)

8. Uninvited touching of a sexual nature;
9. Unwelcome sexually-related comments;
10. Conversation about one's own or someone else's sex life;
11. Conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. Teasing or other conduct directed toward a person because of the person's gender.

1.3.4 Retaliation

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

1. Shunning and avoiding an individual who reports harassment, discrimination or retaliation;
2. Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and
3. Denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

All discrimination, harassment and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a Division Manager, Board of Director, Member Unit employee, co-worker, client, customer, vendor or other third party.

1.3.5 Reporting Procedures

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of his/her Division Manager or Human Resources. It is not necessary to first go to the supervisor. (Phone numbers are available through the COMB directory.) If this individual is the person toward whom the complaint is directed, the employee should contact any higher level manager in the reporting chain, including the General Manager. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, he/she should contact the Administrative Manager/CFO immediately. Employees may also report a complaint of harassment, discrimination, or retaliation to the Department of Fair Employment and Housing or to the Equal Employment Opportunity Commission. Their websites are www.dfeh.gov or www.eeoc.gov.

A Division Manager, who learns of **ANY** employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issue to the General Manager or the Administrative Manager/CFO.

1.3 DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION (CONTINUED)

1.3.6 Investigation Procedures

Upon receiving a complaint, the Administrative Manager or General Manager will promptly conduct a prompt, fair and thorough investigation into the facts and circumstances of any claim of a violation of our Equal Employment Opportunity policy and/or this policy. To the extent possible, COMB will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, COMB will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, COMB shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. COMB will inform the complainant and the accused of the results of the investigation.

COMB will take appropriate corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if COMB determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, who COMB determines has engaged in conduct that violates this policy will be subject to discipline, up to and including immediate termination.

Remember, COMB cannot remedy claimed discrimination, harassment or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct which they believe violates this policy.

1.3.6 Request for Accommodation

Employees that seek an accommodation to perform the essential functions of their job may submit a request to the Administrative/CFO. COMB will engage in an interactive process with the employee until a reasonable accommodation, if any, is determined and to the extent required by law.

1.4 IMMIGRATION LAW COMPLIANCE

The Immigration Reform and Control Act of 1986 requires COMB to verify all employees' identity and their right to employment in the United States. This is an obligation with respect to all employee classifications. In keeping with this obligation, documentation showing a person's identity and legal right to work must be inspected. This verification must be completed with the Administrative Manager/CFO within three (3) business days after the hire date.

All offers of employment and continued employment for positions in the United States are contingent upon furnishing satisfactory evidence within the designated time requirements.

The Administrative Manager/CFO will monitor the expiration dates of identity and legal authorizations to work in the United States. If an employee's right to work expires, the employee will be put on an inactive status, and will have five (5) business days to submit a renewed documentation of his/her right to work or the employment will be terminated. Any employee who is affected by immigration laws is expected to notify the Administrative Manager/CFO at the time of any change in status.

SECTION II: EMPLOYMENT STATUS

This page left blank intentionally



2.1 AT-WILL EMPLOYMENT

All employees are hired on an "at will" basis, unless you are employed under a written contract stating otherwise. This means that you may resign at any time and that COMB may terminate you at any time, with or without cause. At the end of this Handbook you will find a copy of an "at will" employment acknowledgement. Please read this carefully, sign and return to the Administrative Manager / CFO.

2.2 INTRODUCTORY PERIOD

The first six (6) months of employment for each new employee or a former employee who is re-hired is considered an introductory period.

Employees will be closely observed by their supervisor, who will discuss the employees' duties and expectations with them during this time. This period is also intended to give employees an opportunity to study COMB and its expectations, work activities, methods, etc., to determine if they have made a proper choice. During such introductory period employees may be terminated at any time without notice and without cause.

COMB will conduct a formal performance review at the end of the introductory period. At that time, it is at the discretion of the General Manager if the introductory period will be extended or if the employee has successfully completed the introductory period.

2.3 SUBSEQUENT TRIAL PERIOD

For any regular employee who accepts reassignment and/or promotion to a new position that was not previously held by that employee or, if the employee previously held the position but was not performing satisfactorily in it, the employee will be assigned a trial period status for the first six (6) months in the new position.

A written review of the employee's performance during the initial introductory or subsequent trial period will be provided by the Division Manager at the conclusion of such period. The introductory period may be extended at the discretion of the employee's Division Manager and the General Manager if the employee's performance warrants such an extension. Where such an extension is not warranted, employees who have failed their introductory period are subject to reassignment, demotion and/or termination as determined by the staffing needs of COMB.

Upon satisfactory completion of the introductory period, employees shall attain regular employment status. Completion of the introductory period does not change or alter the at-will employment relationship. You continue to have the right to terminate your employment at any time, with or without cause and notice, and COMB retains a similar right.

2.4 EMPLOYEE CLASSIFICATIONS

For purposes of this handbook, all employees fall within one of the classifications below.

2.4.1 Introductory Employee

An employee in their first six months of employment, re-employment or in a new position with COMB is defined as an introductory employee.

2.4.2 Regular Full-Time Employee

An employee who is scheduled to work forty (40) hours per week who was not hired on a short-term basis is classified as a regular full-time employee. A regular full-time employee is either a non-exempt or an exempt employee and is entitled to all COMB benefits described in this handbook.

2.4.2.1 Exempt Employee

An exempt employee is one who, by virtue of his/her duties and responsibilities, does not fall under certain wage and time requirements of federal and state laws. An exempt employee does not receive overtime or compensatory time off nor does he/she follow the time card procedures for non-exempt employees.

There may be occasions when an exempt employee must record time spent on a particular project. COMB management will inform all exempt employees in writing of their status and responsibilities at the time of hire, rehire, promotion or project assignment.

2.4.2.2 Non-Exempt Employee

A non-exempt employee is one who is paid on the basis of hours worked per pay period and who receives compensation for overtime. Non-exempt employees are required to record their hours worked on a time card. All employees, unless notified otherwise by their Division Manager, are non-exempt.

2.4.3 Regular Part-Time Employee

A regular part-time employee is one who is scheduled to work less than forty (40) hours per week who was not hired on a short-term basis.

Regular part-time employees who are regularly scheduled to work at least thirty (30) hours per week will be eligible for some employment benefits as described in this handbook.

2.4.4 Seasonal Employee

COMB hires employees who work on an as needed or seasonal basis not to exceed one-thousand (1,000) hours in a fiscal year. Seasonal employees will be advised of their status and responsibilities in writing.

Seasonal employees are not eligible for COMB benefits, but are eligible to receive statutory benefits. Should a seasonal employee be transferred to a regular position, all other benefits and terms of employment shall be based on the date the employee becomes a regular employee.



2.4 EMPLOYEE CLASSIFICATIONS (CONTINUED)

2.4.5 Temporary Employee

A temporary employee is defined as an employee who is hired for a specific short-term project, a short-term freelance, per diem or temporary basis not to exceed ninety (90) days.

Temporary employees may be full-time or part-time and are not eligible for COMB benefits, but are eligible to receive statutory benefits. Should a temporary employee be transferred to a regular position, all other benefits and terms of employment shall be based on the date the employee becomes a regular employee.

2.5 ANNIVERSARY DATES

Anniversary dates are defined and applied as follows:

2.5.1 Annual Performance Review Date

The anniversary date for a new employee is the starting date of the introductory period. If, at the end of the introductory period, the employee is certified for regular employment, the effective date of such regular employment becomes the anniversary date for annual performance review purposes.

2.5.2 Promotional Reclassification Anniversary Date

When an employee receives a promotional reclassification, provided that the introductory period is successful, the effective date of the reclassification becomes the anniversary date for performance review purposes.

If, at the end of the introductory period in the new classification, the employee is not certified for regular assignment in the new classification and reverts back to the prior classification, the anniversary date for performance review purposes also reverts back to the original date.



2.6 EMPLOYEE LENGTH OF SERVICE CREDIT

"Length of service" refers to the length of time that employees spend as active full-time or part-time employees with COMB. Service begins on the day you become a full-time or part-time employee.

Length of service may be used in determining certain employee benefits, such as accrued vacation time benefits. Employees will not lose credit for service with COMB if they are laid off provided their last day of service was within sixty (60) days of being re-hired. Any employee who is rehired or reinstated from layoff within sixty (60) days from the date of termination shall receive credit for previous service and shall not be placed in an introductory status, unless he/she is assigned to a position which is different than the one he/she was in when placed on layoff.

This page left blank intentionally

SECTION III: CONDITIONS OF EMPLOYMENT

This page left blank intentionally



3.1 HOURS OF OPERATION

Regular hours of operation are Monday through Thursday, 7:00 AM to 4:30 PM and Friday, 7:00 AM to 3:30 PM. An employee will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the operational needs of our agency, COMB may need to change individual work schedules on either a short-term or long-term basis.



3.2 MEDICAL EXAMINATIONS / BACKGROUND CHECK

An offer of employment is conditioned on the prospective candidate passing a medical examination that includes a drug and alcohol test for those candidates that will operate heavy equipment or drive a COMB vehicle as part of their job. All costs associated with such an examination will be paid by COMB.

COMB will also check all prospective candidates' references, education and work history (through a background check) once the candidate has provided a signed consent form. Based on the information received, the offer will be withdrawn if the applicant is not qualified to work for COMB. If it is subsequently discovered that an employee has submitted false information to COMB, he/she will be immediately terminated.

3.3 JOB DUTIES AND RESPONSIBILITIES

During your introductory period, your Division Manager will explain your job description duties and work responsibilities, your work schedule, work location(s), and performance standards expected of you. Be aware that your job responsibilities and/or work schedule may change at any time during your employment with COMB.

From time-to-time, you may be asked to work on special projects or to assist with other work assignments necessary or important to the operation of your department or COMB. Your cooperation and assistance in performing such additional work is expected and required.

COMB reserves the right, at any time, with or without notice, to alter or change job duties, responsibilities, work locations, titles, reassign or transfer job positions, assign additional job duties, responsibilities, make changes to hours of work, change workday schedules in order to meet its obligations, create a more efficient operation or meet a change in economic or other conditions. Refusal to accept the changes in job duties is deemed insubordination and may result in disciplinary action, up to and including immediate termination.

Completion of the introductory period does not entitle you to remain employed by COMB for any definite period of time. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or COMB.

The duration of your introductory period is specified in your offer letter. During this time, you will learn your responsibilities, get acquainted with fellow employees and determine whether or not you are happy with your job. Your Division Manager will closely monitor your performance.

If you have questions regarding your introductory period, contact your Division Manager or the Administrative Manager/CFO.



3.4 LICENSING AND CERTIFICATIONS

It is the responsibility of each employee to maintain licenses required to perform his/her duties. COMB will take every opportunity to assist the employee to obtain the training and education necessary to maintain and improve licenses. Ultimately it is the employee's sole responsibility to insure they possess the correct and appropriate license(s) to fulfill their responsibilities as stated in their job description.

It is the employee's responsibility to pay their own license renewal fees when due, and submit for reimbursement receipts showing payment in full for renewal of the license(s). COMB will not pay, nor reimburse, an employee for any fees incurred by an employee as a result of late, overdue or expired renewal of an employee's license or certification. COMB will not pay any fees for an employee to "re-test" for an expired license or "re-test" for a failed test.

1. License application fees and exam fees will be reimbursed to the employee upon submission of receipt showing payment in full from the licensing agency and proof of a passing grade, so long as the employee is fit-for-duty and currently employed by COMB. License issuance fees will be reimbursed upon proof of, and posting in COMB's office, the newly obtained license.
2. Fees for college courses will be reimbursed upon pre-approval of the course by the employee's Division Manager and the General Manager. The employee must provide proof of a passing grade prior to reimbursement.
3. All materials paid for by COMB such as books, manuals, CDs, DVDs, etc. become the property of COMB and will be kept in the COMB library for use by all employees.
4. Employees attending classes or training on subjects which could benefit other staff who did not attend, may be required to prepare a short written synopsis and make a presentation at a subsequent staff meeting.

3.5 HIRING RELATIVES / EMPLOYEE RELATIONSHIPS

Because of the potential for conflicts of interest and employee morale problems, COMB will not employ relatives, spouses, registered domestic partners or employees who share a significant relationship, (1) with a member of the Board of Directors, (2) where one employee will be supervised by another, or (3) where a conflict of interest arises.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of COMB. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two (2) employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. COMB generally will attempt to identify other available positions, but if no alternate position is available, COMB retains the right to decide which employee will remain with COMB.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.



3.6 REST AND MEAL PERIODS

3.6.1 General Requirements

Employees will be provided rest and meal periods as required by law. The Division Managers are responsible for scheduling rest and meal periods according to work schedules and within provisions required by law.

All rest breaks and meal periods must be taken outside the work area. Employees should not visit or socialize with employees who are working while they are taking a rest break or meal period. Employees may leave the premises during meal periods.

Employees are required to immediately notify their Division Manager or the Administrative Manager/CFO if they believe they are being pressured or coerced by any employee or Division Manager to not take any portion of a provided rest break or meal period.

The use of COMB vehicles as transportation during lunch (or breaks) other than in the normal course of occupational travel is not authorized.

3.6.2 Rest Periods

Non-exempt employees are provided with a 10-minute rest break for every 4 hours worked as allowed by law. These breaks are to be taken approximately two hours after the start of the work day and approximately two hours after the lunch period. Breaks should be scheduled by your immediate supervisor.

Rest breaks should be taken as close to the middle of each work period as is practical. Division Managers may schedule rest breaks to ensure the smooth operation of their departments. Employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Non-exempt employees are paid for all rest break periods.

3.6.3 Meal Periods

Non-exempt employees who work more than five (5) hours in a day are entitled to take one unpaid meal period of at least 30 minutes as scheduled by the Division Manager. The meal break should be taken around the middle of the employee’s shift. Non-exempt employees who work more than ten (10) hours in a day may take a second unpaid 30-minute meal period.

Rest and meal breaks should be coordinated with the employee’s Division Manager so that the work of the department is not impeded. Rest breaks are not to be used for extending lunch hours and are not to be used in place of meal breaks.

Exempt employees should take rest and meal period as needed, and schedule these breaks consistent with the employee’s work responsibilities.



3.7 ALTERNATIVE WORKWEEK SCHEDULE

COMB has implemented an alternative workweek schedule for staff. This policy is established in order to gain the maximum efficiency for COMB and allow the employee additional opportunities to enjoy their non-work hours. COMB retains the right to modify work schedules if warranted by business necessity.

3.7.1 Work-week Schedule

COMB has a normal work week consisting of five (5) eight (8) hour days (forty [40] hours per week), Monday through Friday. COMB has established a 9/80 work schedule for regular, full-time staff. Participants will work eighty (80) hours during a two-week period; eight (8) nine (9) hour workdays, one (1) eight (8) hour workday, and one (1) eight (8) hour day off (Friday). Employees participating in the 9/80 program must record their workweek beginning on Friday 12:01 PM. to Friday 12:00 Noon and must remain on the selected schedule.

3.7.2 Participation Criteria

Eligibility to participate in the alternative workweek schedule program is subject at all times to the needs of COMB and may be modified as those needs change. Certain positions may be ineligible for participation due to necessary business activities.

Timeliness, quality and quantity of work must be maintained. Priority work must be accomplished in a timely manner. A satisfactory attendance record and continued satisfactory work performance must be maintained.

All participants must agree to abide by the guidelines. A signed acknowledgment of these guidelines will be retained in the participant’s personnel file.

In order for this program to be successful, it is important that employees communicate with their co-workers and managers regarding any critical issues that may arise on their scheduled 9/80 day off.

Either you are on the 9/80 schedule or you are not. It is your choice; however, you will need to abide by the specifications outlined in this policy.

3.7.3 Procedures

Pay periods will cover a bi-weekly work schedule, which equates to twenty-six (26) pay periods per year.

Timecards will record hours for a two-week/eighty (80) hour period. Each Division Manager will manage their work schedule. All staff is expected to work on Mondays, unless granted approval by the General Manager in advance.

Once participants are committed to an alternative workweek schedule, it is expected to be followed. Keep in mind that a scheduled day off will be treated just like any other non-work day (ex: Saturday or Sunday).

Holidays that fall on a regularly scheduled 9/80 day off will be taken the preceding work day.

Absences occurring on scheduled workdays are charged at a rate of nine (9) hours on the nine (9) hour workday and at a rate of eight (8) hours on the eight (8) hour workday (for non-exempt and exempt).



3.7 ALTERNATIVE WORKWEEK SCHEDULE (CONTINUED)

3.7.3 Procedures (Continued)

If an employee’s availability is needed to assure adequate business needs coverage or any time COMB requires, the employee may be required to revert back to a five (5) day/forty (40) hour work week on a temporary or regular basis.

Any participant in the alternative program who takes extended leaves for any reason will be removed from the program for the duration of the leave.

This program may be discontinued at any time for business operational needs at the discretion of the General Manager.

3.7.4 Non-Exempt Staff

The normal work week will begin on Friday 12:01 PM and end on the following Friday at 12:00 Noon.

Per the Fair Labor Standards Act, employees will be paid overtime (time and a half) for hours worked in excess of forty (40) hours in any work week.

It is required that employees record forty (40) hours in each work week to equal eighty (80) hours for the two (2) week pay period.

Absences occurring on scheduled workdays are charged at a rate not to exceed nine (9) hours.

3.7.5 Exempt Staff

Exempt staff members on a 9/80 work schedule are expected to maintain a work schedule averaging eighty (80) hours per pay period. Staff working basic work schedules (not out of town) are expected to follow the guidelines for the non-exempt staff by working eight (8) nine (9) hour workdays, one (1) eight (8) hour workday, and one day off during a two (2) week pay period. Non-working time out of the office does not count towards the eighty (80) hours. If traveling in the field, it is understood that schedules will vary and it is expected you will adjust your schedule accordingly.

If you work a 9/80 schedule and are unable to take your flex-day off due to work activities or responsibilities, you will not be entitled to carry that day over. It is recommended that you adjust your workweek accordingly and/or revert back to the non-alternative schedule.



3.8 OPERATIONS DIVISION ON-CALL DUTY

3.8.1 Requirements

Operations Division field staff may be assigned by their Division Manager to a rotating schedule for On-Call duty to respond to operational or emergency callouts. The assigned employee will be the contact person for responding to operational and emergency calls for one (1) week (7 days) starting at 7:00 AM each Monday. During evening hours while performing on-call assignment, the employee is not required to stay at the COMB office and can engage in personal activity, provided only that he/she can be reached by COMB cell-phone and be able to travel to the site of the problem within forty-five (45) minutes.

On-Call duty will be in accordance with procedures defined by the Division Manager and the General Manager including, but not limited, to the following:

COMB maintains a calendar of employees who are on-call to facilitate planning of personal events and vacations. If employees wish to trade on-call shifts, they must notify their Division Manager in advance and in writing for authorization.

Refusing to be assigned on-call duty, failure to answer phone calls, failure to communicate with other on-call employees, failure to respond to an emergency while being designated on-call, being unable to respond, or abusing or falsifying information while on-call duty is deemed insubordination, may result in disciplinary action, up to and including immediate termination.

The assigned employee(s) must ensure that they remain within cell phone range at all times while on-call in order to quickly respond to any alarm conditions and/or coordinate emergency response efforts, and be readily available to assist as needed; including during business hours.

While on-call, the assigned employee is required to maintain himself/herself in the mental and physical condition to safely respond to any and all emergencies. On-call employees shall refrain from recreational use of alcohol, marijuana or drugs, legal or illegal, during any period they are assigned on-call duty. If an employee exhibits the inability to perform on-call duties due to the use of alcohol, marijuana or drug consumption while on-call and it is deemed excessive in the sole opinion of COMB, disciplinary action, up to and including immediate termination may result. See COMB Employee Handbook Policy (section) 9.14 – Drug and Alcohol Policy for further information.

If you are scheduled to be on-call during a paid holiday, you are still required to perform your on-call duties. If you are leaving for the paid holiday and have received an approved Time Off Request Form from your Division Manager, it is your responsibility to have your on-call shift(s) covered and approved by your Division Manager in advance.

If an employee calls in sick, or leaves work early due to illness, on a day he or she is scheduled for on-call duty, the employee will be removed from on-call status until the employee returns to normal working duties.

Should the assigned employee be unable to fulfill their on-call duties for any reason, the employee is required to notify their Division Manager immediately and will receive a pro-ration of standby pay.



3.8 OPERATIONS DIVISION ON-CALL DUTY (CONTINUED)

3.8.2 Responding to Call-Outs

If you are on-call and receive a call/alarm notification(s) from the alarm company, SCADA, a COMB Member Agency or a member of the public, you are required to send an e-mail to your Division Manager and/or designated staff members to ensure others are aware of alarm notification and responses. Once the situation has been resolved, you are required to send another e-mail to ensure others are aware of the completed status and result of actions.

If you are on-call and receive a call from the alarm company, SCADA, a COMB Member Agency and/or a member of the public that is not serviced by your assigned division, you are to notify the appropriate Division Manager or designee first before responding. If there is not a need for two (2) people to respond to the call-out, you are to remain on standby for the other employee, in order to respond if assistance is needed. You are both required to stay in communication with each other throughout the call-out.

If you are on-call and live out of cell phone range, you are to have and maintain a working landline at your home to ensure that COMB’s answering service can reach you. You are free to engage in your own personal activities while you are on-call.

3.8.3 Compensation

An employee who performs on-call duty will be paid in the following manner:

The employee will receive one hour of straight time pay per day for on-call duty. Working time spent on actual call out duties will be paid based on actual time spent and paid at time and a half.



3.9 PROMOTIONS, INTERNAL JOBS OPENINGS AND TRANSFERS

COMB is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. Whenever a job opening arises in an established position, or a new position is created, current employees will be given first consideration.

To be eligible to apply for an open position, employees must meet the requirements listed below.

1. Have served in your current position for at least six (6) months
2. Maintained a performance rating of satisfactory or above
3. Must not have any employee conduct/performance-related memorandums issued
4. Must meet the job qualifications listed on the job posting
5. Required to provide your Division Manager with notice prior to applying for the position

If the employee finds a position of interest on the job posting website and meets the eligibility requirements, an application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. COMB reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

COMB retains the right to demote, transfer, change job duties and change compensation at any time with or without notice in its sole discretion.

See COMB Employee Handbook Policy (section) 2.3 - Subsequent Trial Period for further information regarding a trial period status following a promotion or transfer.

For more specific information about the program, please contact the Administrative Manager/CFO.

3.10 PERFORMANCE EVALUATIONS

Each employee will receive periodic performance reviews conducted by his/her Division Manager. Your first performance evaluation will take place after completion of your introductory period. Subsequent performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude and your attitude toward others and your contribution toward your department goals. The performance evaluations are intended to make you aware of your progress, showcase areas for improvement and define objectives or goals for future work performance.

Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of COMB and depend upon many factors in addition to performance. After the review, you will be required to sign the Employee Evaluation Form simply to acknowledge that it has been presented to you, that you have discussed it with your Division Manager, and that you are aware of its contents.

During the performance evaluation a new work schedule, job duties or Job Description may be presented with a Change of Status Form. Failure to sign, accept or abide by the new work schedule, job duties or Job Description on the Change of Status Form may result in disciplinary action, up to and including immediate termination.

3.11 FITNESS FOR DUTY

Whenever the General Manager or his or her designee believes that an employee is unable to perform the essential function of the job due to illness or injury, whether physical or mental, or is unable to perform the essential functions of their job safely or without posing a danger to themselves or others, COMB may require the employee to submit to an independent medical examination at COMB's expense.

Such medical examination will be limited to the issues or areas of concern regarding the employee's ability to perform the essential functions of the job. If, after the independent medical examination, COMB determines that the employee cannot perform the essential functions of the job, or cannot perform such essential functions safely or without posing a danger to him/herself or others, the employee will be given the opportunity to provide the results of a separate medical evaluation by a qualified health care provider selected by the employee, within fifteen (15) days of the employee's receipt of medical evaluation from COMB.

In the event of a dispute between COMB and the employee's health care providers, COMB may require a third opinion, at COMB's expense, performed by a health care provider agreed to by the employer's and employee's health care provider, who will make a final determination.

3.12 VACCINATION POLICY

~~In accordance with COMB's policy to provide and maintain a workplace that is free of known hazards, we are adopting this policy to safeguard the health of our employees and their families; our Member Agencies; and members of the public from infectious diseases, such as COVID-19, that may be reduced by vaccinations. This policy will comply with all applicable laws and is based on guidance from the Centers for Disease Control and Prevention and local health authorities, as applicable.~~

~~All employees are required to receive vaccinations as determined by COMB, unless an exemption for medical and/or sincerely held religious beliefs is granted and a reasonable accommodation is approved, as applicable. Employees not in compliance with this policy will be placed on unpaid leave until their employment status is determined by COMB.~~

Procedures

~~Employees will be notified by COMB as to the type of vaccination(s) covered by this policy and the timeframe(s) for having the vaccine(s) administered. COMB will provide a list of locations to assist employees in receiving the vaccine on their own.~~

~~COMB will pay for all vaccinations. Vaccinations should be run through employees' health insurance where applicable and otherwise be submitted for reimbursement.~~

~~All employees will be paid for time taken to receive vaccinations. For offsite vaccinations, employees are to work with their managers to schedule appropriate time to comply with this policy.~~

~~Before the stated deadlines to be vaccinated have expired, employees will be required to provide either proof of vaccination or an approved reasonable accommodation to be exempted from the requirements.~~

Reasonable Accommodation

~~Employees in need of an exemption from this policy due to a medical reason, or because of a sincerely held religious belief must submit a completed Request for Accommodation form to the human resources department to begin the interactive accommodation process as soon as possible after vaccination deadlines have been announced. Accommodations will be granted where they do not cause undue hardship or pose a direct threat to the health and safety of others.~~

SECTION IV: COMPENSATION

This page left blank intentionally

4.1 PAYCHECKS AND PAY PERIODS

4.1.1 Pay Period

Pay periods are recorded bi-weekly and paychecks are issued on alternate Fridays. A regular workweek is from Saturday 12:01 AM through Friday 12:00 AM (midnight) and usually consists of forty (40) hours based on a five (5) day workweek. For employees who are on the Alternative Workweek Schedule, the workweek is from Friday 12:01 PM through Friday 12:00 Noon.

If a regular payday falls on a holiday, paychecks will be issued or directly deposited on the previous business day.

4.1.2 Payroll Deductions

Payroll deductions will be made as required by state and federal law, which currently include: Social Security (FICA) taxes; State Disability Insurance (SDI); Paid Family Leave Insurance (PFL); state and federal income tax; and CalPERS retirement contribution.

Other deductions, such as employee health insurance contributions, may also be deducted if authorized in writing by the employee.

Deductions such as wage garnishments will be made according to the applicable law.

4.1.3 Payroll Errors

Any questions regarding errors, mistakes, inclusions or omissions on your paycheck must be reported to the Administrative Manager/CFO within seventy-two (72) hours after receipt of the paycheck. Corrections will be made on the next paycheck.

4.1.4 Direct Deposit

COMB uses direct deposit to pay all employees. Direct Deposit Forms are available from the Administrative Manager/CFO.

4.2 TIME RECORDS AND TIMEKEEPING PROCEDURES

Employees must record their actual time worked for payroll and benefit purposes. All non-exempt employees must record their total hours worked each day. All time cards are collected and replaced by new ones at the end of every pay period and must be signed by each employee no later than the end of the last work day in the pay period. Non-exempt employees may not start work until their scheduled starting time without advance approval from a Division Manager.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Employees will be paid only for time recorded and for authorized paid time off. Therefore, it is extremely important that the employee understand and comply with COMB's timekeeping procedures. If an employee has any questions, they should discuss them immediately with their Division Manager or the Administrative Manager/CFO.

Employees are not allowed to work "off the clock." Any work performed before or after a regularly scheduled shift must be approved in advance by your Division Manager.

The unauthorized use of or tampering with the time cards, filling in another employee's time card, allowing another employee to fill in your time card, or writing on your or another employee's time card is prohibited. Doing so may result in immediate termination. In emergencies, an employee may phone in their time to their supervisor or the Administrative Manager who will prepare a temporary time card which the employee will sign upon his/her return.

Exempt employees must fill out a time sheet to show vacation and sick leave used.

It is the employee's responsibility to sign their timecards to certify the accuracy of all time recorded. Any errors on the timecard should be reported immediately to the Division Manager, who will attempt to correct legitimate errors.

A Division Manager may make any handwritten marks or changes, or electronic marks and changes, relating to job code numbers, service descriptions and labor class on the timecard after submittal by the employee to ensure accuracy.

4.3 WAGE RATES

Each position in COMB is periodically analyzed to determine the nature and scope of its particular requirements. On the basis of this analysis, a Job Description is prepared/updated listing all of the requirements, functions and responsibilities connected thereto. Each job is then evaluated to determine its worth relative to other jobs and to establish equitable differentials between job base pay rates. From time to time, each position is compared with similar jobs in other utilities and governmental agencies and the information gathered serves as a basis for considering adjustments in the wage structure and/or in the appropriate requirements and responsibilities.

Employees are expected to perform the duties outlined in their individual Job Description, and if and as necessary, work with others to perform all necessary tasks.

4.4 OVERTIME

At times, it is necessary to have employees work overtime. When called upon, you are expected to work reasonable and necessary overtime. Repeated refusal or unavailability to work overtime is deemed insubordination and may result in disciplinary action, up to and including termination.

Employees will receive overtime pay for actual hours worked over 40 in a workweek at a rate of time and one half of the regular rate of pay only. There is no double time. A workweek is a fixed and regular recurring period of 168 hours-seven consecutive 24-hour periods. Different workweeks may be established for different employees or group of employees. COMB approved holidays will be included in the calculation of hours worked during a workweek.

All overtime must be authorized by your supervisor in advance and must be initialed by your supervisor on your time sheet. Emergency, SCADA and/or alarm company callouts are typically exempt from the pre-approval requirement. Working unauthorized overtime shall result in disciplinary action, up to and including termination.

Overtime pay shall be paid to non-exempt employees in accordance with applicable law.

4.5 COST OF LIVING ADJUSTMENT (COLA)

Cost of Living Adjustments (COLAs) to wages and salaries are at the discretion of the COMB Board of Directors and are generally considered with each new fiscal year.

The General Manager's salary is set by the Board of Directors and is excluded from the COLA calculation.



4.6 LONGEVITY PAY

Longevity pay may be earned by COMB employees who have ten or more years of dedicated service and have reached the top step (Step 10) of the salary range for their position. Such employees may receive additional pay related to their longevity with COMB, based on the following schedule of continuous service:

YEARS OF SERVICE	LONGEVITY PAY
10 - 14	Step 10 + 2.5%
15 - 19	Step 10 + 5.0%
20 +	Step 10 + 7.5%

Employees who receive an employee evaluation lower than satisfactory will not be eligible for a longevity pay increase. If an employee does not receive a longevity pay increase because of a less than satisfactory annual performance review, the employee may be reconsidered for longevity pay in subsequent years if the employee receives a satisfactory rating on the annual performance review.

In the event that an employee resigns or retires from COMB and then is rehired, that employee is considered a new employee with a new date of hire for purposes of longevity.

Eligibility for longevity pay is not a guarantee of continuing employment and does not change your at-will employment status.

4.7 UNCLAIMED / LOST PAYCHECKS

COMB normally issues payroll through a direct deposit system. In the event a manual paycheck is warranted, and a paycheck is not picked up by the employee within seven (7) days of the date of issuance, a letter will be sent to the employee's last known address stating that the employee should pick up the paycheck or give written instructions to COMB to mail it to an address designated by the employee.

Checks lost or otherwise missing should be reported immediately to the Administrative Manager/CFO so that a stop payment order may be initiated. COMB will determine when, and if, a new check should be issued to replace a lost or missing check.



4.8 LOANS, ADVANCES AND PERSONAL CHECKS

COMB does not permit loans or advances on paychecks or against accrued paid time off, nor is it possible for COMB to accept and cash a personal check from an employee in exchange for cash.

4.9 TRAVEL TIME FOR NON-EXEMPT EMPLOYEES

Non-exempt employees are paid for travel time in accordance with the Portal-to-Portal Act, an amendment to the Fair Labor Standards Act (FLSA). Generally, time spent traveling is compensable, unless it is normal home-to-work commute time, or when travel requires an overnight stay and the time spent traveling falls outside of the employee normal work hours. Time spent traveling to and from different worksites is compensable.

If compensable travel time results in more than forty (40) hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

4.10 REIMBURSABLE EXPENSES

COMB will reimburse employees for travel and business expenditures related to conferences, education and/or training seminars. Employees are expected to exercise restraint and good judgment when incurring business related, reimbursable expenses. Employees are required to receive approval from their Division Manager or the Administrative Manager/CFO in advance regarding authorized expense reimbursements.

4.10.1 Conference or Training Seminars

All conferences and training seminars will be approved in advance by the Division Manager and General Manager or Designee. Conference or training registration and overnight lodging, if necessary, are scheduled by the Administrative Assistant II / Board Secretary.

COMB will reimburse reasonable meal expenses, for each full day for an out of town conference or seminar and during travel days, except in cases where meals are included in the registration cost. Alcoholic beverages are exempt from reimbursement.

4.10.2 Materials, Service, Supplies

COMB staff will submit an expense reimbursement form for the actual cost of miscellaneous out-of-pocket expenditures not directly attributable to conferences or training, such as miscellaneous supplies or personal property equipment (PPE). The reimbursement request will include a receipt or proper documentation to substantiate the expense. All reimbursement requests must be approved by the appropriate Division Manager and General Manager or Designee.

COMB will make every effort to reimburse the employee within seven (7) business days of the submission to the Accounting Department of an approved reimbursement.

4.10.3 Mileage

The mileage reimbursement rate to operate privately-owned vehicles will be the allowable IRS rate in effect at the time the expense is incurred. The mileage distance should be calculated from destination to destination. To receive mileage reimbursement, an employee must log their mileage and submit a Reimbursement Form to their Division Manager.

COMB employees are required to maintain an insurable driving record at all times during their employment with COMB. Employees will be enrolled in the state of California PULL program that monitors driving records for public employees. COMB will also regularly schedule a formal defensive driving class through ACWA JPIA. Attendance at these trainings is mandatory.

4.10.4 Employee Incurred Expenses

Expenses under the amount of \$50, which are incurred by employees for COMB purposes, will be reimbursed through COMB's petty cash account. Expenses over that amount will be reimbursed through normal accounting procedures after an expense report has been completed and submitted. All expenses must be approved in advance by the Division Manager and General Manager or Administrative Manager/CFO before submitting for reimbursement.

4.10.5 Out of Area Travel and Expenses

Air travel, auto rental and lodging shall be arranged in advance by the Administrative Assistant / Board Secretary.

4.11 SAFE HARBOR POLICY FOR FAIR LABOR STANDARDS ACT

It is COMB's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your paychecks promptly to identify and to report all errors.

4.11.1 Review Your Pay Stub

COMB makes every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes may happen. When mistakes are called to our attention, COMB will promptly make any correction that is necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please use the reporting procedure outlined below.

4.11.2 Non-Exempt Employees

It is your responsibility to maintain a record of total hours you work each day including overtime. These hours must be accurately recorded daily on a time card that will be provided to you. Each employee must sign his or her time card and verify that the reported hours worked are complete and accurate (and that there is no unrecorded or "off-the-clock" work). Your time card must accurately reflect all regular and overtime hours worked and any absences. At the end of each pay period, you are required to submit your completed time card to your supervisor for verification and approval. When you receive each pay check stub, please verify that you were paid correctly for all regular and overtime hours worked each workweek.

4.11.3 Exempt Employees

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours that you may work for COMB. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

You will receive your full salary for any workweek in which work is performed. However, under federal law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons in a workweek in which work was performed:

1. Full day absences for personal reasons, including vacation.
2. Full day absences for sickness or disability, since we have a sick day pay plan and short-term disability insurance plan.
3. Full day disciplinary suspensions for major infractions of safety rules (including those that could cause serious harm to others).
4. Family and Medical Leave absences (FMLA/CFRA) (either full or partial day absences).
5. To offset amounts received as payment for jury and witness fees or military pay.
6. Unpaid disciplinary suspensions of one or more full days for significant infractions of workplace conduct rules set forth in written policies.
7. The first or last week of employment in the event you work less than a full week.

4.11 SAFE HARBOR POLICY FOR FAIR LABOR STANDARDS ACT (CONTINUED)

4.11.3 Exempt Employees (Continued)

Your salary also may be reduced for certain types of deductions, such as: your portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or voluntary contributions to a 457 plan or pension plan. In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons:

1. Partial day absences for personal reasons, sickness or disability.
2. Your absence because the facility is closed on a scheduled work day.
3. Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
4. Any other deductions prohibited by state or federal law.

Please note: You will be required to use accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability. However, your salary will not be reduced for partial day absences if you do not have accrued paid time off.

4.11.4 Reporting Violations

It is a violation of COMB's policy for any employee to falsify a time card, or to alter another employee's time card. It is also a serious violation of COMB policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time card to under-report or over-report hour's worked. If any manager or employee instructs you to (1) incorrectly or falsely under-report or over-report your hours worked, (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, or (3) conceal any falsification of time records or to violate this policy, do not comply. Instead, report it immediately to the Administrative Manager/CFO.

You should not work any hours outside of your scheduled work day unless your supervisor has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

If employees believe they have been subject to improper deductions, they should immediately report the matter to their Division Manager. If the Division Manager is unavailable or if employees believe it would be inappropriate to contact that person (or if they have not received a prompt and fully acceptable reply), they should immediately contact the Administrative Manager/CFO. If employees are unsure of whom to contact if they have not received a satisfactory response within five (5) business days after reporting the incident, they should immediately contact the General Manager.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including immediate termination for any employee who violates this policy. In addition, COMB will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including immediate termination.

SECTION V: BENEFITS

This page left blank intentionally

5.1 BENEFITS OVERVIEW / DISCLAIMER

In addition to good working conditions and competitive pay, it is COMB's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include vacation time off, holidays, retirement plan, a health insurance program and other plan benefits. We are constantly evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs COMB provides employees and their families. Of course, the information presented here is intended to serve only as a guideline and does not guarantee continuation of benefits in the future.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Administrative Manager/CFO. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, COMB retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While COMB intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Administrative Manager/CFO.

5.2 HOLIDAYS

5.2.1 COMB Holidays

Full-time employees will be paid for the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

COMB publishes a Holiday Calendar to be observed for each up-coming calendar year.

When holidays fall or are celebrated on a regular work day, regular full-time employees will receive one (1) day's pay at their regular straight-time rate. Regular part-time employees will be paid for the holiday on a pro-rata basis. For purpose of the pro-rata adjustment, COMB will calculate a normal averaged workday based on the prior four (4) weeks actual hours worked.

Eligible employees who are called in to work on a holiday will receive an additional payment of time and one-half (1-1/2) for each hour of actual work.

For employees on an alternative work schedule, holidays that fall on a regularly scheduled work day off will be taken the preceding work day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in lieu of using vacation time.

Observed holidays falling on Saturday will be celebrated on Friday; those falling on Sunday will be celebrated on Monday. To be eligible for holiday pay, an employee must work the work-day before and the work-day after the holiday unless on approved paid leave or vacation.

If you are scheduled to be on-call while there is a paid holiday, you are still required to perform your on-call duties. See COMB Employee Handbook Policy (section) 3.8 – On-Call Duty for further information.

5.2.1 Floating Holiday

COMB offers one (1) Floating Holiday per calendar year for each employee to take upon approval of their Division Manager. The floating holiday may be taken on the employee's birthday or another day of the employee's choice. The Floating Holiday must be taken in the same calendar year earned and does not rollover to the following year.

An employee must be employed on the first pay period in January to be eligible for a Floating Holiday during that calendar year.

Any unused Floating Holiday will be considered forfeited upon termination and will not be included in the calculation of final wages.



5.3 VACATION

5.3.1 Accrual Schedule

COMB appreciates the work of all employees and recognizes the importance of providing time for rest and relaxation. COMB offers accrued vacation time as a benefit and fully encourages employees to use their vacation time. All regular full-time employees earn paid vacation, based on the following accrual schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS EARNED</u>
1 - 4	10
5 - 9	15
10 - 14	18
15 - 19	20
20 +	22

Regular part-time employees will accrue vacation based on their normal work schedule prorated against full-time (40 hours per week) employment. The maximum vacation entitlement for regular part-time employees is pro-rated based on hours worked.

Seasonal employees do not accrue vacation hours.

Accrued vacation may be carried over from year to year. However, once you have accumulated twice as many days as your current annual benefit, you will stop accruing vacation days and will earn no more vacation days until you have taken enough vacation days to bring your balance below the maximum allowable accrual. For example: you are currently earning ten (10) vacation days per year. By December 31, 2019, you have earned all 10 days and you have carried over ten (10) vacation days from 2018 for a total of 20 days. As of January 1, 2020, you will earn no more vacation days until you have taken at least one (1) vacation day to reduce your total accrued vacation to nineteen (19) days. If your total accrual again reaches twenty (20) vacation days during 2020, you will stop accruing any further vacation days until you again take additional vacation to reduce your total accrual below twenty (20) days.

5.3.2 Usage

Every effort will be made to grant the employee's vacation preference, consistent with our operating schedule. However, if multiple people within the same department or with overlapping responsibilities request the same period of time off, COMB reserves the right to choose who may take vacation during that period. Employees with the longest length of service generally will be given preference.

Vacation requests must be submitted to your Division Manager at least two (2) weeks in advance of requested vacation dates except in extenuating circumstances.

You will receive vacation pay based on your current straight-time hourly rate at the time the vacation is taken. Vacation cannot be taken in advance of it having been accrued. You will not accrue vacation benefits while on any unpaid leave of absence. If a designated holiday is observed during your vacation, you will not be charged for a vacation day.

If you are scheduled to be on-call while on vacation, it is your responsibility to have your on-call shift(s) covered. See COMB Employee Handbook Policy (section) 3.8 – On-Call Duty for further information.

5.3 VACATION (CONTINUED)

5.3.2 Usage (Continued)

If an employee is absent due to illness at the time of their scheduled vacation, the employee will be permitted to change their vacation to a subsequent date which will not conflict with another employee's vacation. Such illness absence substituting vacation leave must be verified by a doctor's certificate. If an employee becomes sick after their vacation time becomes effective, they may, upon notifying their Division Manager and with a doctor's certificate, take the balance of their vacation at a subsequent date so long as it does not conflict with another employee's vacation period.

In some cases, it may be difficult for COMB to accommodate vacation requests. COMB strongly recommends that you do not make any non-refundable expenditure in connection with your time off prior to receiving written approval from your Division Manager. COMB will not be responsible for any financial loss that you may incur as a result of making any vacation expenditures prior to receiving written approval of your vacation request.

In the event an employee has to cancel an approved vacation at the request of COMB due to work-related reasons, COMB will reimburse the employee for verifiable costs incurred to reschedule prepaid travel and accommodations. In the event the employee is unable to reschedule, COMB will reimburse verifiable non-refundable cancellation expenses.

5.3.3 Payout

All accrued but unused vacation is paid out upon separation / termination.

5.4 SICK LEAVE

5.4.1 Accrual Schedule

All regular full-time employees are entitled to twelve (12) days of sick leave during the calendar year. This benefit is granted on a monthly basis of one (1) day per month for full-time employees, and prorated per hours worked for regular part-time employees. Sick leave may be cumulative to one hundred twenty (120) working days.

You will not accrue sick leave benefits while on any unpaid leave of absence.

5.4.2 Usage

Paid sick leave may be used for the following reasons:

1. For diagnosis, care or treatment of an existing health condition of or preventive care for, an employee or an employee's family member (meaning a child, including biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; or a sibling; [Designated Person \(individual related by blood or individual whose association with the employee is equivalent of a family relationship\)](#); or
2. For an employee who is a victim of domestic violence, sexual assault or stalking:
 - a) To obtain or attempt to obtain a temporary restraining order, restraining order or other injunctive relief;
 - b) To help ensure the health, safety or welfare of the victim or the victim's child;
 - c) To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
 - d) To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
 - e) To obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
 - f) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

An employee who is unable to work due to illness is required to notify their Division Manager personally and the Administrative Manager/CFO, as promptly as possible. Notification should be made personally by telephone call and within thirty (30) minutes after the scheduled start of your shift work time. Notifying the answering service is not acceptable, and unless approved in advance, on the proper form, by the General Manager, notice must be given on a daily basis.

Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

5.4 SICK LEAVE (CONTINUED)

5.4.3 Temporary and Seasonal Employees

Pursuant to the (California) Healthy Workplaces, Healthy Families Act, COMB provides paid sick leave to employees who, on or after July 1, 2015, work for COMB for thirty (30) or more days within a year. For employees who are eligible for sick time under the general Sick Leave policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance.

Employees begin accruing paid sick leave on July 1, 2015 or at the start of employment, whichever is later. Paid sick leave will accumulate at the rate of one (1) hour for every thirty (30) hours worked, up to a total maximum accrual of six (6) days or forty-eight (48) hours.

Employees can use accrued paid sick leave beginning on the 90th day of employment. Paid sick leave may be used in minimum increments of two (2) hours.

5.4.4 Payout

If an employee retires under COMB's retirement program, or resigns with twenty (20) years or more of continuous service, he/she will receive full payment for any unused portion of sick leave allowance.

If an employee resigns or leaves COMB for any reason, with six to twenty (6-20) years of continuous service, he/she shall receive one-half pay for any unused portion of sick leave balance.

There will be no sick leave payout for an employee leaving COMB with less than six (6) full years of continuous service.

5.5 MEDICAL INSURANCE

COMB provides group major medical insurance to eligible employees and eligible dependents. Employees will receive summary plan descriptions during new employee orientation and annually thereafter during open enrollment.

Eligible employees are defined as regular full-time employees. Please see the COMB Employee Handbook (section) 2.4 – Employee Classification for more information.

Eligible dependent is defined as the following:

- Spouse;
- Children to their 26th birthday including children placed in the home for adoption;
- Unmarried children who were enrolled before age 26 and are incapable of self-sustaining employment due to physical or mental condition. A physician must certify in writing within 60 days this condition and it is subject to carrier approval.
- Children eligible for coverage as a result of a valid qualified medical child support order.
- Grandchildren if claimed as deduction on employee's IRS tax return.
- Domestic partner as defined by the State of California for state registration requirements.
- Those designated according to the law.
- For an eligible dependent to be eligible for coverages, a copy of a marriage license, State of California Declaration of Domestic Partnership form (NP/SFDP-1), birth certificate, or other identifying paperwork is required.

It is the employee's responsibility to notify COMB in writing upon divorce, termination of domestic partnership, over-age dependent, or any event that changes the status of dependency.

Pursuant to eligibility requirements, COMB will maintain your health insurance coverage during an approved unpaid leave of absence. The employee is responsible for their applicable premium amount during this period. Please see the COMB Employee Handbook (section) 6 - Leave of Absence for more information.

The following is a brief description of the plans available and is not meant to replace the actual wording of the policy, which makes the final determination of the benefits to be provided.

- A. Persons Eligible: Regular full-time employees and their eligible dependents as defined in the previous section.
- B. Waiting Period: An employee is eligible the first day of the month following one month of continuous employment.
- C. Provider: Anthem Blue Cross, www.anthem/ca, Kaiser HMO (in select zip codes – See the Administrative Manager / CFO for coverage areas), www.kp.org
- D. Employer / Employee Premium Contribution: A two (2) tier Health Benefits Policy has been established for employees hired after February 1, 2014. The benefits are categorized into two classifications depending on employee hire date.

5.5 MEDICAL INSURANCE (CONTINUED)

Tier 1: Active Employees Hired prior to February 1, 2014

Employer Premium Contribution: COMB pays up to the family Anthem Blue Cross Classic PPO plan. For regular active employees working a full forty (40) hour week that require less than full family health, dental and vision care coverage, the difference between the family coverage premium and the utilized coverage premium will be deposited each payday into a deferred compensation plan account on the employee's behalf.

Employee Premium Contribution: Employee will be charged \$5.00 per month (\$2.31 per pay period) for dependent (Employee + 1; Family) coverage. This cost is processed through a bi-weekly, pre-tax payroll deduction. The employee contribution may be adjusted by COMB anytime in the future.

Tier 2: Active Employees Hired after February 1, 2014

Employer Premium Contribution: COMB pays up to the family Anthem Blue Cross Value HMO plan.

Employee Premium Contribution: Employees who wish to upgrade to a richer benefit plan are responsible for the premium difference, if any, for the plan selected as compared to the Anthem Blue Cross Value HMO plan. This cost is processed through a bi-weekly, pre-tax payroll deduction.

Employees regardless of upgrade option will be charged \$5.00 per month (\$2.31 per pay period) for dependent (Employee + 1; Family) coverage. This cost is processed through a bi-weekly, pre-tax payroll deduction. The employee contribution may be adjusted by COMB anytime in the future.

- E. Benefits Provided: See Summary Plan Description for details.
- F. Where to file claims: As provided by the carrier.

5.6 DENTAL INSURANCE

COMB offers Delta Dental PPO, at no cost to eligible employees and eligible dependents, to cover many expenses related to dental needs

- A. Persons Eligible: Regular full-time employees and their eligible dependents.
- B. Waiting Period: An employee is eligible the first day of the month following one month of continuous employment.
- C. Provider: Delta Dental PPO, www.deltadentalins.com/welcome
- D. Employer Premium Contribution: COMB pays up to the total premium cost of employee and eligible family members.
- E. Employee Premium Contribution: None. The employee contribution may be adjusted by COMB anytime in the future.
- F. Benefits Provided: See information provided by carrier detail.
- G. Where to file claims: As provided by the carrier.

5.7 VISION PLAN

COMB offers VSP, at no cost eligible to employees and eligible dependents, to cover many expenses related to vision needs

- A. Persons Eligible: Regular full-time employees and their eligible dependents.
- B. Waiting Period: An employee is eligible the first day of the month following one month of continuous employment.
- C. Provider: VSP Vision Plan, www.vsp.com
- D. Employer Premium Contribution: Total premium cost of employee and eligible family members.
- E. Employee Premium Contribution: None. The employee contribution may be adjusted by COMB anytime in the future.
- F. Benefits Provided: VSP provides access to care from qualified eye doctors, offers quality eyewear, and affordability, usually at the lowest out-of-pocket costs to the employee. See the VSP Benefits Summary for details.
- G. Where to file claims: As provided by the carrier.

5.8 LIFE INSURANCE

A twenty thousand dollar (\$20,000) life insurance policy will be furnished for each full-time employee effective thirty (30) days after the first of the month following the date of hire, for the duration of his/her employment.

- A. Persons Eligible: Regular full-time employees.
- B. Waiting Period: An employee is eligible the first day of the month following one month of continuous employment.
- C. Provider: Standard Insurance Company, www.standard.com
- D. Employer Premium Contribution: COMB pays for the total premium cost of employee.
- E. Employee Premium Contribution: None. Additional coverage up to an additional twenty thousand dollar (\$20,000) may be purchased by the employee subject to acceptance by the insurance company. Dependent coverage is not available.
- F. Benefits Provided: A twenty thousand dollar (\$20,000) life insurance policy will be furnished for each full-time employee effective thirty (30) days after the first of the month following the date of hire, for the duration of his/her employment
- G. Where to file claims: As provided by the carrier.

5.9 EMPLOYEE ASSISTANCE PROGRAM

COMB provides an Employee Assistance Program (EAP) for employees. This program offers qualified counselors to help you cope with personal problems you may be facing. Further details can be obtained from the Administrative Manager/CFO.

- A. Persons Eligible: Regular full-time employees and their eligible dependents.
- B. Waiting Period: An employee is eligible the first day of the month following one month of continuous employment.
- C. Provider: Anthem EAP, www.anthemead.com
- D. Employer Premium Contribution: COMB pays for the total premium cost of employee.
- E. Employee Premium Contribution: None.
- F. Benefits Provided: The Employee Assistance Program (EAP) provides confidential, professional assistance when personal problems affect an employee's life and work. The program provides information, consultation and counseling for employees and their family members, as well as offering training and consultation to management.

The EAP encourages employees to use services early in the progression of a problem before situations significantly impact work. This is accomplished by promoting service for "normal problems in living" such as relationships, stress, legal and financial problems, career concerns, anxiety, and depression. The EAP also services more serious concerns such as alcohol, marijuana and drug problems, family violence, and threats of suicide. Numerous additional resources are available.

- A. Who to Contact: COMB Administrative Manager / CFO

5.10 DEFERRED COMPENSATION PLAN

COMB offers a Deferred Compensation Plan (governmental 457 Plan) which permits employees to defer a portion of their income until retirement and thus defer Federal and State Income Taxes on that portion of their income. All contributions to this plan are made by the employee on a voluntary basis. All plan funds, plus accrued interest, are refundable according to the plan's provisions should an employee leave COMB prior to retirement.

- A. Persons Eligible: Regular full-time employees.
- B. Waiting Period: An employee is eligible the first day of the month following one month of continuous employment.
- C. Provider: Lincoln Financial, <https://www.lfg.com>
- D. Employer Contribution: None
- E. Employee Contribution: Contributions are made on a voluntary basis up to IRS limits.
- F. Benefits Provided: Access to a dedicated Lincoln Financial advisor to discuss personal investment strategies and options. On-line access to account balances and the ability to make transfers or allocation changes.
- G. How to enroll: Please see the Administrative Manager / CFO

5.11 SOCIAL SECURITY

COMB participates in the Social Security program. Full-time and part-time employees are required by law to contribute to the program. These contributions are deducted from the employee's earnings and matched by equal payments from COMB.

Social Security benefits are paid in addition to, and integrated with, COMB's retirement program for qualifying employees. An employee may begin collecting Social Security as early as 62 but at a reduced rate. Disability and death benefits are also a part of the Social Security system. An employee is eligible for coverage under Medicare and may be covered at the Medicare-eligible age, whether or not the employee retires.

5.12 CALPERS RETIREMENT PLAN

All regular full-time and regular part-time employees (working twenty [20] hours or more per week, after completion of one-thousand [1000] hours) are required to participate in the California Public Employees Retirement System (CalPERS), www.calpers.ca.gov.

COMB employees are classified under the CalPERS retirement category “Local Miscellaneous.” Local Miscellaneous members are defined as those employed by a public agency or special district that has contracted with CalPERS who are not involved in law enforcement, fire suppression, the protection of public safety or in a position designated by law as safety.

5.12.1 Classic Members

Employees hired prior to January 1, 2013 (Classic Members)

COMB provides retirement benefits by contracting with the California Public Employees Retirement System (CalPERS) using the Local Miscellaneous, 2% at 55 formula.

The Board of Directors of COMB has had a written policy since July 20, 1981 which specifically provides for the normal CalPERS member contribution to be paid by the Employer.

Under Resolution No. 316 which was adopted on May 22, 2000, the Board approved that the normal Employer Paid Member Contribution (EPMC) rate to be set at 100%.

Under Resolution No. 631 which was adopted in May 22, 2017, the Board approved the following changes to the CalPERS Employer Paid Member Contributions.

1. All employees hired before July 1, 2017 (and who are “Classic” employees as defined by CalPERS) will begin contributing towards their employee member contribution under a phased-in method over the next five years (1.4% annual incremental increase each July 1st) not to exceed 7%.
2. Create a Tier 2 Miscellaneous Plan for any employee hired after July 1, 2017. All employees hired after this date (and who are “Classic” employees as defined by CalPERS) shall directly pay the full 7% employee member contribution toward their retirement plan.

5.12.2 PEPRAs Members

Employees hired on or after January 1, 2013 (PEPRA Members)

Effective January 2013, per AB 340, the 2% at 62 Local Miscellaneous Formula automatically applies to all *new members* hired after January 2013.

The California Public Employees’ Pension Reform Act (PEPRA), which took effect in January 2013, changed the way CalPERS retirement and health benefits are applied and places compensation limits on members. PEPRA members of COMB are responsible for fifty percent of the normal cost rate for the defined benefit plan. This amount is deducted through a bi-weekly payroll deduction.

5.12 CALPERS RETIREMENT PLAN (CONTINUED)

5.12.2 PEPRA Members (Continued)

As defined by PEPRA, a new member includes:

1. A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six (6) months.
2. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and **who has no prior membership** in any California public retirement system.
3. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and **who is not eligible for reciprocity** with another California public retirement system.

Members that do not fall into the definitions above are considered classic members. Classic members will retain the existing benefit levels for future service with the same employer.

5.12.3 Vesting Provisions

An individual is vested in CalPERS after completion of five years of public service, be it with COMB or another public employer which is a member of the CalPERS system.

5.12.4 Benefits Provided

An individual is eligible to retire when he/she has five years of service credit and has attained age 50 (Classic Members) or age 52 (PEPRA members). An individual can choose any date for the retirement date; however, the amount of the monthly allowance can be affected. The retiree age determines the benefit factor used in the retirement formula. CalPERS will calculate the retirement benefits based on three factors: (1) years of service, (2) a percentage factor determined by an individual's age at retirement, and (3) the final average monthly pay rate for the highest 12 consecutive months of work (Classic Members); the final average monthly pay rate for the highest 36 consecutive months (PEPRA members). There is no mandatory retirement age.

5.12.5 Termination of Employment

Employees who terminate their employment with COMB have the following options available:

1. **An employee with less than 5 years of service credit**: The employee has not met the vesting requirements under the CalPERS program. An individual may elect to withdraw their employee contribution (only) plus accrued interest, subject to federal and state income tax, or rollover into a qualified retirement plan. If an individual decides to leave their contributions on deposit with CalPERS, he/she will continue to earn interest at the current rate of 6% APR and their membership will continue. No additional service credit will be earned unless the individual again becomes employed by a CalPERS-covered employer or acquires reciprocal rights with another California public retirement system. An individual must be vested (more than 5 years of service credit) in order to be eligible for future retirement benefits.

5.12 CALPERS RETIREMENT PLAN (CONTINUED)

5.12.5 Termination of Employment (Continued)

2. **An employee with at least 5 years of service credit and who is younger than age 50 (Classic Members) or age 52 (PEPRA members):** The employee has met the vesting requirements under the CalPERS program. An individual may elect to withdraw their vested balance plus accrued interest, subject to federal and state income tax, or rollover into a qualified retirement plan. An individual may also leave their contributions on deposit with CalPERS, earning interest at the current rate of 6%. Then, when individual reaches age 50 (age 52 for PEPRA members), the minimum age to qualify for service retirement, the individual can apply for retirement and receive a monthly allowance based on the service credit earned before the individual separated from employment.
3. **An employee with at least 5 years of service credit and who is age 50 or older (age 52 for PEPRA members):** The employee has met the vesting requirements under the CalPERS program and qualifies for service retirement.

Please contact CalPERS or the Administrative Manager / CFO for more information.

5.13 OTHER POST EMPLOYMENT BENEFITS (OPEB)

COMB provides post-retirement health care benefits (Medical, Dental and Vision benefits) to eligible “retired employees”.

5.13.1 Eligibility

Under the Plan, a “retired employee” is a former employee of COMB who (i) performed a minimum of twelve (12) years of continuous service for COMB; (ii) is receiving or is eligible to receive a monthly retirement benefit from the Public Employees Retirement System (PERS); and (iii) was employed by COMB immediately prior to becoming eligible to receive benefits under PERS.

For purposes of calculating the twelve (12) years of continuous service requirement, effective, July 1, 2013, an employee of COMB shall be credited with all of his/her years of service performed for PERS-covered employers other than COMB, regardless of whether such employment was continuous, provided the most recent such employment did not end more than six (6) months prior to the employee’s commencement of final employment with COMB.

5.13.2 Benefits

As part of the benefits package offered to new employees, COMB provides post-retirement health insurance benefits for retired employees. COMB has established a two tier system as outlined below:

Active Employees Hired prior to February 1, 2014 who become eligible to retire

COMB provides post-retirement health care benefits to eligible retirees and their spouses/registered domestic partners. Eligible retired employees include those who have twelve years of service with COMB or twelve years of credited service with previous PERS covered employment.

After the death of the retired employee, COMB will continue to pay the full cost of the insurance premiums for the surviving spouse or registered domestic partner, until such time as the surviving spouse or domestic partner dies, remarries or re-registers with another registered domestic partner or becomes covered under another group health plan.

The Public Employees’ Pension Reform Act (PEPRA) became law in January 2013. Since that time, all retirees reaching Medicare eligible age must enroll in Medicare whereby Medicare becomes primary and their current health insurance coverage through ACWA/JPIA becomes secondary.

Our group insurance benefits may change from time to time and while we will make every effort to maintain group insurance at its current level, we cannot guarantee it because of changes that might take place in the insurance market.

Active Employees Hired after February 1, 2014 who become eligible to retire

COMB provides post-retirement health care benefits to eligible retirees only. Eligible retired employees include those who have twelve years of service with COMB or twelve years of credited service with previous PERS covered employment. The eligibility criteria for qualifying for post-retirement benefits for active employees hired after February 1, 2014, are as follows:

5.13 OTHER POST EMPLOYMENT BENEFITS (OPEB) (CONTINUED)

5.13.2 Benefits (Continued)

50% premium coverage

- Twelve years of continuous service with COMB (or PERS covered service)
- Are receiving a monthly retirement benefit from Cal PERS and whose final employment immediately prior to receiving the PERS monthly benefit was with COMB
- COMB will provide health insurance coverage for eligible retiree only - dependent coverage must be purchased separately
- Upon retiree reaching Medicare eligible age, COMB will provide supplemental health insurance coverage for retiree only
- A monthly retiree contribution premium may be established by the Board at any time
 - An additional 6.25% per year pro-rated agency contribution will apply from years thirteen through twenty.

100% premium coverage

- Twenty years of continuous service with COMB (or PERS covered service)
- Are receiving a monthly retirement benefit from Cal PERS and whose final employment immediately prior to receiving the PERS monthly benefit was with COMB
- COMB will provide health insurance coverage for eligible retiree only - dependent coverage must be purchased separately
- Upon retiree reaching Medicare eligible age, COMB will provide supplemental health insurance coverage for retiree only
- A monthly retiree contribution premium may be established by the Board at any time

Our group insurance benefits may change from time to time and, while we will make every effort to maintain group insurance at its current level, we cannot guarantee it because of changes that might take place in the insurance market.

5.14 TRAINING AND TUITION REIMBURSEMENT

Regular, full-time employees who have completed their introductory periods will receive training benefits. To ensure COMB's personnel are in compliance with State of California Continuing Education Unit (CEU) requirements necessary to maintain existing licenses, and as a means to provide training for new and existing employees, COMB provides the following training policy to assist employees in off-setting the costs to obtain training:

Employees may, at the discretion of their Division Manager, General Manager or the Administrative Manager/CFO, be required to attend certain classes or seminars for the benefit of COMB. These costs/hours will be considered outside of this policy and will be paid in their entirety by COMB.

Every effort should be made to locate and attend training as close to COMB as possible. Should a COMB employee be required to attend training in a location which requires extensive travel, overnight accommodations or meals, COMB will bear the cost of those expenditures. Please see the COMB Employee Handbook (section) 4.10 – Reimbursable Expenses for more information.

The process for receiving training benefits under this policy is as follows:

The employee will be responsible for ensuring the training time is on the work schedule, and his/her duties are delegated to other qualified individuals.

If an employee is scheduled to be on-call while at training the employee shall make arrangements to have their on-call shift covered.

COMB will pay the fees of course enrollment after proof of successful completion or a passing grade is submitted and if the course book is returned (if applicable). COMB may choose to pay for course materials needed for training if COMB does not currently have the book or other course materials in its library and said materials are returned in good condition to COMB upon completion of the course.

All COMB employees are required to submit a Training Request Form a minimum of two (2) weeks prior to the desired training event. COMB will attempt to accommodate employee requests for training, but it is not guaranteed. In the case of two (2) employees who request time off in the same period, preference will be given to the employee who first submits their request. In the case of a tie, preference will be given to the employee with longer seniority.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While COMB generally encourages all employees to improve their knowledge, job skills and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior, written approval is obtained as described previously.

5.14 TRAINING AND TUITION REIMBURSEMENT (CONTINUED)

5.14.1 Mandatory Meetings / Training

COMB will pay non-exempt employees for their attendance at meetings, lectures and training programs under the following conditions:

1. Attendance is mandatory;
2. The meeting, course or lecture is directly related to the employee's job;
3. The employee who is required to attend such meetings, lectures, or training programs has been notified of the necessity for such attendance by his/her Division Manager;

Employees will be compensated at their regular rate of pay; and

Any hours in excess of forty (40) in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

5.14.2 Tuition Reimbursement

To encourage training and professional career advancement by regular full-time employees, COMB will reimburse the costs of tuition, registration fees, books and laboratory fees providing certain conditions are met:

1. Course work must be related to the employees' present position with COMB or provide COMB with future benefit and is limited to twelve (12) units per semester
2. An employee must successfully complete course work with a grade of C or better or a passing grade if students are graded only on a pass or fail basis
3. COMB will comply with applicable prevailing tax law as to the inclusion or exclusion of tuition reimbursement from a recipients' taxable wages
4. Prior to enrollment, an employee must submit a course of study to be approved by their Division Manager and the General Manager in order for the tuition fees to be eligible for reimbursement

5.15 TIME OFF FOR VOTING

In the event an employee does not have sufficient time outside of working hours to vote in a general or special election, the employee may take off sufficient working time to vote with prior, written authorization from their Division Manager. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work.

An employee will be allowed a maximum of two (2) hours of voting leave on Election Day without loss of pay. Where possible, the Division Manager should be notified of the need for leave at least two (2) working days prior to the Election Day.

SECTION VI: LEAVE OF ABSENCE

This page left blank intentionally

6.1 FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act (FMLA) provides “**eligible employees**” the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave employees may use under this policy is 12 weeks within a 12-month period.

FMLA applies to all public agencies. As such, COMB is considered a “covered employer” under FMLA. Therefore, COMB is required to comply with all requirements for recordkeeping, reporting, providing notice, and posting of the FMLA policy. However, since COMB does not currently employ at least 50 employees within a 75-mile radius, COMB employees are not considered “eligible employees” for leave under FMLA. Nevertheless, COMB does provide other types of leave benefits as described in this section including Unpaid Personal Leave as described under COMB Employee Handbook Policy (section) 6.2 California Family Rights Act and (section) 6.11 – Unpaid Personal Leave.

6.1.1 Eligibility

To be eligible for FMLA/CFRA leave under this policy, employees must:

1. Be a full-time or part-time employee working of COMB.
2. Have been employed with COMB for at least 12 months (52 weeks). This time does not have to be consecutive.
3. Have worked at least 1,250 hours in the 12-month period immediately before leave is to begin.
4. Currently work at a location where there are at least 50 employees within 75 miles of the work location.

6.1.2 Calculating the 12 Month Period

The 12-month period is measured forward from the date the leave begins. Successive 12-month periods commence on the date of an employee’s first use of such leave after the preceding 12-month period has ended.

6.1.3 Conditions Triggering Leave

FMLA/CFRA leave may be taken for any of the following reasons:

1. The birth of a child or placement of a child with the employee and/or the employee’s registered domestic partner for adoption or foster.
2. To care for a spouse, registered domestic partner, child or parent who has a serious health condition.
3. For a serious health condition that makes the employee unable to perform the essential function of his or her job.
4. For any “qualifying military exigency” (as defined by federal law) arising out of the fact that the employee’s spouse, registered domestic partner, child, or parent is on covered active duty or a call to covered active duty status, or
5. To care for a covered service member with a serious injury or illness.

6.1 FAMILY AND MEDICAL LEAVE ACT (CONTINUED)

6.1.3 Conditions Triggering Leave (Continued)

6. To care for a “covered service member” (i) who is recovering from a serious illness or injury sustained in the line of duty while on active duty or a preexisting condition that was aggravated in the line of duty, and (ii) who is a spouse, registered domestic partner, child, parent, or next of kin of the employee (FMLA for 12 weeks if the care provider is eligible for both, followed by 14 weeks of FMLA only, or 26 weeks of FMLA).
7. Incapacity due to pregnancy, prenatal medical care or childbirth. See COMB Employee Handbook Policy (section) 6.3 – Pregnancy Disability Leave for further information.

6.1.4 Procedures

When seeking leave under this policy, employees must provide to the Administrative Manager / CFO the following:

1. Thirty (30) days’ advance notice of the need to take a FMLA leave if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with COMB’s normal call-in procedures, absent unusual circumstances.
2. Medical certification supporting the need for leave due to a serious health condition affecting the requesting employee or an immediate family member within fifteen (15) calendar days of COMB’s request for the certification (additional time may be permitted in some circumstances). Failure to do so may result in delay of the commencement of leave or denial of a leave request. Second or third medical opinions and periodic recertification may also be required.
3. Periodic reports as deemed appropriate during the leave regarding the employee’s status and intent to return to work.
4. Medical certification of fitness for duty before returning to work if the leave was due to the employee’s serious health condition. COMB will require this certification to address whether employees can perform the essential functions of their position.

Failure to comply with the foregoing requirements may result in delay or denial of leave.

6.1.5 Employer Responsibilities

To the extent required by law, COMB will inform employees whether they are eligible for leave under the FMLA. Should employees be eligible for FMLA leave, COMB will provide them with a notice that specifies any additional information required, as well their rights and responsibilities. COMB will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against employees’ leave entitlement. If employees are not eligible for FMLA leave, COMB will provide a reason for the ineligibility.

For more information regarding leave under this policy, employees should contact the Administrative Manager / CFO.

6.2 CALIFORNIA FAMILY RIGHTS ACT (CFRA)

The California Family Rights Act affords “**eligible employees**” the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave employees may use under this policy is 12 weeks within a 12-month period.

6.2.1 Eligibility

To be eligible for CFRA leave under this policy, employees must:

1. Be either full-time or part-time employee of COMB.
2. Have been employed with COMB for more than 12 months (52 weeks). This time does not have to be consecutive.
3. Have worked at least 1,250 hours in the 12-month period immediately before leave is to begin.

6.2.2 Calculating the 12 Month Period

The 12-month period is measured forward from the date the leave begins. Successive 12-month periods commence on the date of an employee’s first use of such leave after the preceding 12-month period has ended. In addition, CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the child’s birth or placement.

6.2.3 Conditions Triggering Leave

CFRA leave may be taken for any of the following reasons:

1. The birth of a child or placement of a child with the employee and/or employee’s registered domestic partner for adoption or foster care.
2. To care for a spouse, registered domestic partner, child, parent, parent-in-law, grandparent, grandchild, or sibling, who has a serious health condition.
3. For a serious health condition that makes the employee unable to perform the essential functions his or her job.
4. [To care for an Employee's or Designated Person's \("DP"\) \(individual related by blood or individual whose association with employee is equivalent of a family relationship\) own serious health condition; or](#)
- 4.5. To participate in a qualifying exigency related to the covered active duty or call to covered active duty of the individual’s spouse, domestic partner, child, or parent in the Armed Forces of the United States.

6.2.4 Definitions of Serious Health Condition

A “serious health condition” is an illness, injury, impairment physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider, and either prevents the employee from performing the functions of his or her job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes incapacity of more than three full calendar days and two visits to a health care provider, or one visit to a health care provider and a continuing regiment of care; a chronic condition or permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of continuing treatment.

6.2 CALIFORNIA FAMILY RIGHTS ACT (CFRA)

6.2.5 Procedures

When seeking leave under this policy, employees must provide to the Administrative Manager / CFO the following:

1. Thirty (30) days' advance notice of the need to take a CFRA leave if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with COMB's normal call-in procedures, absent unusual circumstances.
2. Medical certification supporting the need for leave due to a serious health condition affecting the requesting employee or an immediate family member or DP within fifteen (15) calendar days of COMB's request for the certification (additional time may be permitted in some circumstances). Failure to do so may result in delay of the commencement of leave or denial of a leave request. Second or third medical opinions and periodic recertification may also be required.
3. Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.
4. Medical certification of fitness for duty before returning to work if the leave was due to the employee's serious health condition. COMB will require this certification to address whether employees can perform the essential functions of their position.

Failure to comply with the foregoing requirements may result in delay or denial of leave.

6.2.6 Scheduling of Planned Medical Treatment

When planning medical treatment or a follow-up treatment schedule, employees must consult with COMB and make a reasonable effort to schedule treatment so as not to unduly disrupt COMB's operations, subject to the approval of an employee's health care provider.

If employees providing notice of the need to take CFRA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, COMB may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

6.2.7 Employer Responsibilities

To the extent required by law, COMB will inform employees whether they are eligible for leave under the CFRA and in any event no later than 10 days after receiving the employee's request for leave. Should employees be eligible for CFRA leave, COMB will provide them with a notice that specifies any additional information required, as well their rights and responsibilities. COMB will also inform employees if leave will be designated as CFRA-protected and, to the extent possible, note the amount of leave counted against employees' leave entitlement. If employees are not eligible for CFRA leave, COMB will provide a reason for the ineligibility.

6.2 CALIFORNIA FAMILY RIGHTS ACT (CFRA)

6.2.8 Medical Certifications

It is the employee's responsibility to provide COMB with timely, complete and sufficient medical certifications. Whenever COMB requests employees to provide medical certifications, employees must provide the requested certifications within fifteen (15) calendar days after COMB's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. COMB will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. COMB will deny CFRA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

Depending on the nature of CFRA leave sought, employees may be required to submit medical certifications supporting their need for CFRA qualifying leave. As described below, there generally are three (3) types of CFRA medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

1. Initial Medical Certification

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least thirty (30) days' notice of medical leave, they should submit the medical certification before leave begins. If COMB has reason to doubt initial medical certifications for employees, it may require employees to obtain a second opinion at COMB's expense. If the opinions of the initial and second health care providers differ, COMB may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by COMB and the employee.

2. Medical Recertification

Depending on the circumstances and duration of CFRA leave, COMB may require employees to provide recertification of medical conditions giving rise to the need for leave upon the expiration of a valid certification. COMB will notify employees if recertification is required and will give employees at least ten (10) calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certification

Unless notified that providing such certifications is not necessary, employees returning to work from CFRA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide COMB with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. COMB may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

6.2 CALIFORNIA FAMILY RIGHTS ACT (CFRA)

6.2.9 Use of Accrued Paid Leave

If the leave is because of your own serious health condition, you must use all of your accrued sick leave. After you have used up your sick leave, you have the option to use up any accrued paid vacation during the remainder of your medical leave.

If your leave is for the birth, adoption, or serious illness of a child, or placement of a child for foster care, or to care for a parent, spouse or registered domestic partner, siblings, grandchild, or grandparent or DP with a serious medical condition, you must use your accrued vacation time. After you have used up your vacation time, you have the option to use up any accrued paid sick leave for the remainder of your leave. However, such paid vacation or sick leave will count towards the maximum 12 weeks per year and will not increase the number of days of leave allowed.

An employee will not accrue vacation or sick leave benefits while on any unpaid leave of absence,

6.2.10 Maintenance of Health Benefits

If employees and/or their families participate in COMB's group health plan, COMB will maintain coverage during CFRA leave on the same terms as if the employees had continued to work. If applicable, employees must make arrangements to pay their share of health plan premiums while on unpaid leave. Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of leave under this policy. Employees should consult the applicable plan document for information regarding eligibility, coverage and benefits.

6.2.11 Intermittent Leave

Eligible employees may take CFRA leave in a single block of time, intermittently (in separate blocks of time) or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member. Intermittent leave for the birth of a child, to care for a newborn child or for the placement of a child for adoption or foster care generally must be taken in at least two-week increments under the CFRA. Employees who require intermittent or reduced schedule leave must try to schedule their leave so that it will not unduly disrupt COMB's operations.

6.2.12 Job Restoration

Upon returning from CFRA leave, employees will typically be restored to their original position or to an equivalent position with equivalent pay, benefits and other employment terms and conditions.

6.2.13 Failure to Return after Leave

If an employee fails to return to work as scheduled after CFRA leave or if an employee exceeds the 12-week CFRA entitlement, the employee will be subject to COMB's other applicable leave of absence, accommodation and attendance policies. This may result in termination if the employee has no other COMB-provided leave available that applies to the continued absence to the extent permitted by law. Likewise, following the conclusion of the CFRA leave, COMB's obligation to maintain the employee's group health plan benefits ends (subject to any applicable COBRA rights).

6.3 PREGNANCY DISABILITY LEAVE

If employees are disabled by pregnancy, childbirth or related medical conditions, they are eligible to take a pregnancy disability leave (PDL). If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, COMB may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four calendar months (one-third of a year or 17 1/3 weeks) following the commencement date of taking a pregnancy disability leave. For a full time employee who works forty (40) hours per week, "four (4) months" means six hundred ninety-three hours (693) hours of leave entitlement, based on forty (40) hours per week times 17 1/3 weeks. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so COMB can make appropriate plans. Thirty (30) days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the need for pregnancy disability leave or the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains:

1. A description of the requested reasonable accommodation or transfer;
2. A statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and
3. The date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains:

1. A statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition;
2. The date on which the employee became disabled because of pregnancy; and
3. The estimated duration of the leave.

6.3 PREGNANCY DISABILITY LEAVE (CONTINUED)

Upon request, the employee will be provided with a medical certification form that the employee can take to her doctor.

As a condition of returning from PDL or transfer, COMB requires the employee to obtain a release from a health care provider stating that she is able to resume the original job duties with or without reasonable accommodation.

PDL is unpaid. At the employee's option, she can use any accrued vacation time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. COMB requires, however, that the employee use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. Employees who participate in COMB's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Benefit continuation under PDL is distinct from benefit continuation for employees who also take birth bonding leave under the Family and Medical Leave Act/California Family Rights Act. Employees should make arrangements for payment of their share of the insurance premiums.

We encourage employees to contact the California Employment Development Department regarding eligibility for state disability insurance for the unpaid portion of the leave.

If employees do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated their employment with COMB to the extent permissible by law. Failure to notify COMB of their ability to return to work when it occurs or continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with COMB, unless employees are entitled to further leave pursuant to applicable law.

Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

Any request for leave after the disability has ended will be treated as a request for family care leave under the FMLA or CFRA, if the employee is eligible for that type of leave. See COMB Employee Handbook Policy (section) 6.2 - California Family Rights Act (CFRA) Leave for further information.

Employees who are not eligible for leave under the FMLA/CFRA will have a request for additional leave treated as a request for disability accommodation.

6.3.1 Coordinating Pregnancy Disability Leave

Under the FMLA, if you have more than twelve (12) months of service with COMB and have worked at least one thousand, two hundred fifty (1,250) hours in the (12) month period before the date you want to begin your leave, you may have a right to FMLA leave. This leave may be up to twelve (12) workweeks in a twelve (12) month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.

Even if you are not eligible for FMLA leave, if you are disabled by pregnancy, childbirth or a related medical condition, you are entitled to take a pregnancy disability leave of up to four (4) months, depending on your period(s) of actual disability.

6.3 PREGNANCY DISABILITY LEAVE (CONTINUED)

6.3.1 Coordinating Pregnancy Disability Leave (Continued)

If possible, you must provide at least thirty (30) days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

We may require certification from your health care provider before allowing you a leave for pregnancy disability or for your own serious health condition. We also may require certification from the health care provider of your child, parent or spouse, who has a serious health condition, before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

If you are taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is two (2) weeks, and you must conclude the leave within one (1) year of the birth or placement for adoption or foster care.

[COMB will not take adverse action against an Employee for exercising his/her rights under the law.](#)

6.4 LACTATION ACCOMMODATION

To assist the transition of women from maternity leave back to work following the birth of a child, COMB provides lactation accommodation. This accommodation allows a nursing mother to express milk periodically during the workday. An employee has a right to request lactation accommodation. To do so, please contact the Administrative Manager/CFO to request accommodations. COMB will respond to the request and grant it to the extent required by law.

The lactation room will not be a bathroom and it will be in close proximity to the employee's work area, shielded from view and free from intrusion while the employee is expressing milk. The lactation room shall be safe, clean and free of hazardous materials. It will contain a surface to place the breast pump and the employee's personal items and it will provide a place to sit. The lactation area will also have access to electricity or alternative devices such as extension cords or charging stations. COMB shall provide access to a sink with running water and a refrigerator that is suitable for storing milk which is in close proximity to the employee's work space. COMB will not discriminate or retaliate against an employee for exercising or attempting to exercise her right to lactation accommodation. The employee has a right to file a complaint with the Labor Commissioner for any violation of her rights for a lactation accommodation.

6.5 PAID FAMILY LEAVE

An employee who is off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law or registered domestic partner, with a serious health condition, or to bond with a new child, may be eligible to receive benefits through the California "Paid Family Leave" (PFL) program, which is administered by the Employment Development Department (EDD).

These benefits are financed solely through employee contributions to the PFL program. That program is solely responsible for determining if an employee is eligible for such benefits. Generally there is a waiting period during which no PFL benefits are available. The EDD can provide additional information about any applicable waiting period.

If an employee needs to take time off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, or registered domestic partner with a serious health condition or to bond with a new child, he/she must advise COMB and the employee will be given information about the EDD's PFL program and how to apply for benefits. Employees also may contact their local EDD Office for further information. The employee should maintain regular contact with COMB during the time off work so we may monitor the employee's return-to-work status. In addition, the employee should contact COMB when he/she is ready to return to work so we may determine what positions, if any, are open.

6.5.1 California State Disability Insurance Benefits

Employees who are absent because of their own disability may be eligible for State Disability Insurance (SDI) benefits. SDI payments do not begin until after you have been absent from work for seven (7) calendar days. If you have accrued sick leave, sick leave will be used for the first seven (7) days before SDI payments begin, unless you are receiving wage replacement through an employer-provided benefit. If you do not have accrued sick leave, but do have accrued vacation, vacation will be used to cover the unpaid absence.

SDI benefits do not replace all of your usual wages. Your SDI benefits will be supplemented with any accrued and unused sick leave, unless you are receiving wage replacement through an employer-provided benefit. If you have no sick leave, or once you exhaust your sick leave, accrued and unused vacation will be used to supplement your SDI benefits.

If an employee is out of vacation time and sick time, COMB may deny an employee's request for time off without pay. Please see the Unpaid Leave Policy for more information.

6.6 BEREAVEMENT LEAVE

COMB will pay employees while on leave resulting from deaths in their immediate family for a period of up to ~~three (3)~~five (5) days, ~~and, with the General Manager's approval, may be extended up to a limit of five (5) days where out-of-state travel to the services is involved.~~ The term "immediate family" includes: spouse, ~~registered~~ domestic partner, child, grandparent, grandchild, brother, sister, father, mother, brother-in-law, sister-in-law, father-in-law, mother-in-law, or other relations as approved by the General Manager. The days of bereavement need not be consecutive but the leave must be completed within three months of the date of death of the family member. For an employee to be eligible for bereavement leave under this policy, the employee must work for COMB for at least 30 days before the start of the leave.

Employees wishing to attend local services for other relatives and friends may be excused for a period of two (2) hours without the loss of pay. Absences beyond the authorized bereavement leave shall be charged to accumulated vacation.

COMB will not take adverse action against an employee for exercising his/her rights under the law.

6.7 MILITARY AND CIVIL SERVICE LEAVE

Any employee, who is a member of any branch of the reserve corps of the United States Armed Forces, is entitled to a temporary military leave of absence as provided by federal law while engaged in military duty for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises or other similar activities.

An employee who is on a temporary military leave of absence for a period that does not exceed 180 calendar days, including the time involved in going to and returning from that duty, and who has been in service with COMB no less than one year immediately prior to the day in which the absence begins, is entitled to receive compensation for the first 30 calendar days of the military leave of absence. Pay for this purpose may not exceed 30 days in any one fiscal year. In determining the one year of service with COMB, all service of the employee in a recognized military service shall be counted as public agency service.

The employee has a right to be restored to his or her former position and status formerly had by the employee in the same location and the same office of COMB upon the termination of temporary military duty. If the position has been abolished or has otherwise ceased to exist while the employee is on military duty, the employee will be reinstated to a position of like seniority, status and pay if a position exists. If no position exists, the employee will have the same rights and privileges that he or she would have had if he or she had occupied the position when it ceased to exist and had not taken temporary military leave of absence.

If the employee has been employed with COMB for a period of not less than one year immediately before the date upon which the temporary military leave of absence begins, the employee will receive the same vacation, sick leave, and holiday privileges and the same rights and privileges to promotion, employment, or reemployment that the employee would have enjoyed had he or she not been absent, except that an uncompleted probationary period in COMB must be completed upon reinstatement as provided by the rules of COMB. In determining the one year of service with COMB, all service of the employee in a recognized military service shall be counted as service with COMB.

To be eligible for military leave, employees must provide their Division Manager with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask the Administrative Manager/CFO for further information about eligibility for Military Leave.

The employee must submit written documentation to COMB certifying that during his/her requested time off, the employee's spouse will be on leave from deployment during a period of military conflict.

6.8 JURY DUTY AND WITNESS LEAVE

COMB realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Subject to applicable law, COMB will grant employees time off for jury duty. If you are summoned for jury duty, you should present the summons to the Administrative Manager/CFO and arrange for time off. While on jury duty, you must submit to COMB a jury attendance report, signed by a court official at the end of each week of jury duty. COMB will pay employees for the first ten (10) workdays on jury duty, but employees are required to turn in to COMB any compensation received from the court for such jury duty during said ten (10) days. Beyond the ten (10) work days, employees can use accrued vacation days.

Employees also are expected to keep their Division Manager informed of the expected length of jury duty service. On any day when you are not required to report to the court for a full day, or are excused early, you are required to report to work, provided there is sufficient time remaining before you must report to the jury or before the end of your regular shift to work at least two (2) full hours. If the required absence presents a serious conflict for COMB, employees may be asked to try to postpone jury duty.

Employees who are subpoenaed as a witness shall be given unpaid time off as needed. You will need to submit a copy of the subpoena to the Administrative Manager/CFO.

6.9 VICTIMS OF CRIME LEAVE

Employees who have been victims of serious or violent felonies as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Employees also may take time off if an immediate family member has been a victim of such crimes and the employee needs to attend judicial proceedings related to the crime. "Immediate family member" is defined as spouse, registered domestic partner, child, child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Employees must give their Division Manager a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to COMB of the need for time off is not feasible. When advance notice is not feasible, the employee must provide COMB with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.

Employees may elect to use accrued paid vacation time, paid sick leave time, or other paid time off for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required, and which type of paid time off can be used), please contact the Administrative Manager/CFO.

6.10 VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

Employees who are victims of domestic violence, sexual assault, stalking, victim of a crime that caused physical injury or that caused mental injury or a threat of physical injury, or a person whose immediate family member is deceased as a direct result of a crime are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety or welfare, or that of your child. Please provide your Division Manager with reasonable advance notice of the need for leave unless advance notice is not feasible.

Employees who are victims of domestic violence, sexual assault, stalking, a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury or a person whose immediate family member is deceased as a direct result of a crime and need a reasonable accommodation for their safety at work should contact the Administrative Manager/CFO and discuss the need for or leave of absence. If you are requesting such a need for leave, you can provide any of the following for certification of purposes:

1. A police report indicating that you were a victim;
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court;
3. Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under this Section.

If you need to ask for a reasonable accommodation, you will need to submit a written statement signed by you or an individual acting on your behalf, certifying that the accommodation is for a purpose authorized by this Section. COMB will make a reasonable effort, to the extent required by law, to provide a reasonable accommodation. In determining whether an accommodation is reasonable, COMB shall consider any exigent circumstances or dangers facing the employee.

COMB will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under these provisions.

You may request leave for any of the following purposes:

1. To seek medical attention for injuries caused by domestic violence, sexual assault, stalking crime or abuse;
2. To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault, stalking crime or abuse;
3. To obtain psychological counseling related to experiencing domestic violence, sexual assault, stalking crime or abuse;

6.10 VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

4. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, stalking crime or abuse including temporary or permanent relocation.

Please provide your Division Manager with reasonable advance notice of the need for leave unless advance notice is not feasible.

While on unpaid Victims of Crime Leave, unpaid Domestic Violence Sexual Assault or Stalking Leave or unpaid Domestic Violence, Sexual Assault or Stalking Leave for Treatment, employees do not accrue vacation time, sick time or receive holiday pay.

6.11 ORGAN AND BONE MARROW DONOR LEAVE

Employees may take a paid leave of absence of up to 30 business days in a calendar year for organ donation and an additional leave of 30 unpaid business days once sick leave is exhausted. An employee may take up to five business days in any one year period for bone marrow donation. The one year period is measured from the date the employee begins and shall consist of 12 consecutive months. COMB may require that the employee take up to five days of earned but unused sick leave or vacation leave for bone marrow donation and up to two weeks of earned but unused sick leave and vacation leave for organ donation.



6.12 UNPAID PERSONAL LEAVE

If an employee is ineligible for any other COMB leave of absence, he or she may request an unpaid personal leave of absence for a period not to exceed eight weeks within a twelve-month period. COMB reserves the right to either grant or deny the request depending on the particular circumstances, including, but not limited to, the operational needs of COMB. The request for leave may be extended if, prior to the end of the leave, the employee submits a written request for an extension to the General Manager and the request is granted. For more information regarding leave under this policy, please contact the Administrative Manager/CFO.

If the leave is for the employee's illness, the employee returning to work must provide a medical certificate confirming the ability to perform the employee's essential functions, with or without an accommodation.

6.13 DONATED LEAVE PROGRAM

COMB recognizes that employees or their immediate family members may face a serious health condition or a family medical emergency resulting in a need for additional time off in excess of their available accrued sick time. To address this need, all eligible employees will be allowed to donate accrued sick leave hours from their unused balance to their co-workers in need of additional paid time off, in accordance with the policy outlined below. This policy is to only be used for extraordinary circumstances, is subject to the General Manager's approval, and is strictly voluntary.

6.13.1 Eligibility

Employees who would like to make a hardship request to receive donated sick time from their co-workers must have a situation that meets the following criteria:

A regular full-time employee who has at least one year of continuous service with COMB and is unable to work due to a serious health condition, as defined below, and has or will deplete their accrued sick leave/vacation time balance (the "**Recipient Employee**") may be eligible to receive sick leave donations to that employee's sick leave accrual balance only if all of the conditions in this policy are met (the "Donated Leave Program").

Serious Health Condition, defined as a medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in substantial loss of income to the employee due to the exhaustion of all paid leave available. An immediate family member, under this policy, is defined as a spouse, registered domestic partner, child or parent.

A regular full-time employee who has at least one year of continuous service with COMB is eligible to donate accrued sick time under the Donated Leave Program if, at the time of donation, the employee has an accrued sick time balance of at least 120 hours and will maintain a minimum of 80 hours in your current sick leave balance after donation (the "**Donating Employee**").

6.13.1 Guidelines

A Donating Employee who wishes to donate sick time under this Donated Leave Program must submit a signed statement indicating the number of earned sick leave hours the employee wishes to donate (to the Recipient Employee) to the General Manager or Administrative Manager / CFO, acknowledging that the donation of sick time is being made under, and subject to the terms and conditions, of the Donated Leave Program. No fewer than 20 hours or more than 100 hours of sick leave may be donated at any one time by the Donating Employee. A Recipient employee may receive a donation from multiple Donating Employees in a combined amount not to exceed 400 hours.

Sick time donated under the Donated Leave Program will be converted to sick leave hours for the Recipient Employee based on the following procedure. The donated sick time will be converted to a dollar amount based upon the Donating Employee's regular hourly rate of pay at the time of the donation. The resulting dollar amount will be converted to sick leave hours based on the Recipient Employee's regular hourly rate of pay at the time of the donation, and credited to the Recipient Employee's sick leave accrued balance ("Donated Sick Leave Accrued Balance").

Employees may not solicit sick leave donations. Donations under this program are voluntary and anonymous to the Recipient Employee. No employee will be subject to intimidation, harassment or disparate treatment for participating in or declining to participate in the leave donation program.

6.13 DONATED LEAVE PROGRAM (CONTINUED)

If the Recipient Employee is receiving State Disability Insurance ("SDI"), Paid Family Leave benefits ("PFL"), or worker's compensation benefits, donated sick time may be used to supplement the SDI, PFL, or worker's compensation payments such that the Recipient Employee receives the full amount of his or her regular compensation.

The use of Donated Sick Leave Time will run concurrently with, and will not extend the total duration of, the leave of absence to which a Recipient Employee is entitled under the approved leave policy. Recipient Employees will not accrue holidays, vacation benefits or sick leave time while off work on Donated Sick Leave Time unless otherwise required by the policies governing the Recipient Employee's leave of absence, the terms of the plan, and any applicable laws.

The donation of sick time under this Donated Leave Program is subject to the approval of COMB. COMB reserves the right to revise or revoke this policy at any time.



6.14 SCHOOL APPEARANCE LEAVE

COMB will not discriminate in any way against any employee who takes time off to appear at school in conjunction with a child's suspension from class or school.

The absence will be unpaid. Employees may elect to use accrued paid vacation time for the absence.

SECTION VII: GENERAL POLICIES

This page left blank intentionally



7.1 CONFIDENTIAL INFORMATION

During the term of employment with COMB, employees may have access to, and/or become familiar with, information of a confidential or sensitive in nature, which is or may be either applicable or related to the present or future operations of COMB, its research and development or the activities of its member agencies.

Employees shall not disclose any confidential information or use it in any way, either during the term of their employment or at any time thereafter, except as required in the course of employment with COMB.

7.2 PERSONNEL AND PAYROLL RECORDS

During the employment process, certain personal information, such as address and telephone number, is obtained from each employee and contained in the employee's personnel file. This information will not be released to anyone outside of COMB without the employee's written permission.

Employees are required to keep their personnel file up to date by informing the Administrative Manager/CFO of any changes within seven (7) days of moving or the change taking place. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

Your personnel file has restricted access. You, the General Manager, the Administrative Manager/CFO or designated agents, may have access. In the event that you wish to review your personnel file, you must do so in the presence of the Administrative Manager/CFO or designee. You may review your personnel file by making a written request to the Administrative Manager/CFO. That written request will become a permanent part of your file.

You may also examine your payroll records in the presence of the Administrative Manager/CFO or designee within 21 calendar days of making an oral or written request to the Administrative Manager/CFO. You may request copies of your payroll records and COMB may charge you its cost for making such copies. In addition, current and former employees, or their representative, have the right to inspect and receive a copy of their personnel records. The request must be made in writing by completing a COMB-provided form. COMB will comply with this request no later than 30 calendar days from receipt of the written request.

You may also designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. COMB may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, COMB will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

7.3 SMOKING

Smoking, including the use of e-cigarettes, is prohibited on COMB or its Member Agencies' premises, buildings structures and in all COMB vehicles.

This policy also applies to employees' guests on COMB property. Employees are responsible for educating guests about this policy.

Violation of the Smoking Policy may result in disciplinary action, up to and including immediate termination.

7.4 PARKING

Parking for all employees is provided by COMB at its headquarters.

Employees may park their vehicles in designated areas, if space permits. If space is unavailable, employees must park in permissible public areas in the vicinity of COMB property.

Employees may not use parking areas specifically designated for COMB vehicles or equipment. COMB is not responsible for any loss or damage to employee vehicles or contents while parked on COMB property.

If you have questions regarding parking, please see your Division Manager.

7.5 COMB CELL PHONES

As a part of your position with COMB, you may be issued a COMB cell phone.

Each employee who is issued a COMB cell phone is required to maintain possession of this cell phone on his/her person and be reachable via this cell phone during scheduled working hours (including on-call shifts, as applicable). Each employee shall be issued the protective case/cover appropriate for the make/model of issued phone. The employee shall leave in place said protective case/covers at all times.

Each employee who is issued a COMB cell phone is required to establish and maintain a PIN, passcode or password to access the phone to protect confidential COMB and client information in the event the phone is lost, stolen or accessed by anyone other than the employee. The PIN, passcode or password will be accessible by COMB and there is no reasonable expectation of privacy in COMB-issued cell phones.

7.5.1 Damage to Cell Phones

Each employee who is issued a cell phone may receive a replacement phone and/or ancillary equipment at no expense to the employee if the phone becomes obsolete or inoperable through no fault of the employee.

It is the employee's responsibility to protect the COMB-issued phone and its ancillary equipment such that damage does not occur.

Damaged phones, phone cases and clips not revealing blatant negligence by the employee may be assessed by COMB or a carrier representative to determine if the cause of damage is the result of a manufacturing defect, warrantied issue or employee negligence. Phones that are found to have manufacturer defects or warrantied issues will be replaced at no cost to the employee.

Phones that are found to be damaged as a result of employee negligence may be cause for discipline.

7.5.2 Personal Use

COMB understands that employees may need to use their assigned phone for personal use from time-to-time. Employees who are provided a COMB cell phone may use it to send and receive occasional and limited personal communications. Any personal use of a COMB-issued cell phone shall not interfere with the employee's work performance, take away from work time, or violate any COMB policies, including, but not limited to, policies against harassment, discrimination or disclosure of confidential or trade secret information.

Employees may be responsible for paying for additional time or data usage in excess of any rate plan maintained by COMB should it be determined that the overage was caused by usage unrelated to performance of job duties or following COMB directions.

7.5 COMB CELL PHONES (CONTINUED)

7.5.2 Personal Use (Continued)

The following actions and activities are prohibited on COMB-issued phones: non work related long distance calls, calls to phone numbers that accrue costs, unauthorized downloads or data transfers not related to business including video streaming, and the use of the phone as a wireless internet or Bluetooth Hotspot when not being used for COMB business.

All costs for personal long distance calls shall be the employee's responsibility and due payable immediately. Local personal calls are to be made or received during rest breaks, meal breaks or after-hours only.

911 calls are to be made for emergency purposes only. All costs accrued as a result of any 411 calls deemed unnecessary or excessive by COMB shall be the employee's responsibility and due payable immediately.

Employees are not allowed to download or use offensive and/or profane ringtones, ring back tones, media or text messages on COMB-issued phones, nor on personal phones while on COMB business.

Employees are strictly prohibited from downloading applications without prior approval including, but not limited to, games, ringtones or other forms of media.

7.5.3 Prohibited Use of Cell Phones While Driving

In the interest of the safety of our employees and other drivers, COMB employees are prohibited from using COMB or personal cell phones while driving on COMB business and/or COMB time.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device or safely pull off the road and stop before conducting business.

Writing, sending or reading text-based communication – including, but not limited to, text messaging, instant messaging, e-mail, web browsing and use of smart phone applications – on any wireless device or cell phone while driving is also prohibited under this policy unless the device is specifically designed and configured to allow voice-operated and hands-free operation to dictate, send, or listen to messages, and it is used in that manner while driving.

7.6 COMB COMPUTERS AND ELECTRONIC INFORMATION

This policy is intended to protect COMB's computer systems and electronic information.

For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, handheld devices, computer software/hardware and servers.

COMB also uses various forms of "electronic communication." "Electronic communication" includes e-mail, text messages, telephones, cell phones and other handheld devices, fax machines and online services including the Internet.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

The following general policies apply:

1. Computers and all data transmitted through COMB servers are COMB property owned by COMB for the purpose of conducting COMB business. These items are to be maintained according to COMB rules and regulations. Computers are equipped with current anti-virus software by COMB's IT contractor; this anti-virus software is not to be tampered with, disabled, uninstalled or otherwise altered by any COMB employee. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any COMB property may be removed from the premises.
2. Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against COMB policy or not in the best interest of COMB.
3. All electronic communications remain the sole property of COMB and are to be used for COMB business. For example, e-mail messages are considered COMB records.
4. Electronic information created by an employee using any computer or any means of electronic communication is also the property of COMB and remains the property of COMB.
5. Vendor Lists, Data Lists, Documents, Worksheets, Spreadsheets, Drawings and Cut Sheets are the property of COMB and may not be distributed outside COMB in any form whatsoever without the written permission of the General Manager.
6. There is no reasonable expectation of privacy in COMB computers and electronic systems.

7.6.1 Prohibited Use

It is a violation of COMB policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory, harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against COMB policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any COMB computer is a violation of COMB's policy against sexual harassment. This description of prohibited usage is not exhaustive and it is within the discretion of COMB to determine if there has been a violation of this policy. Employees who engage in prohibited use will be subject to discipline and/or immediate termination.

7.6 COMB COMPUTERS AND ELECTRONIC INFORMATION (CONTINUED)

7.6.2 Laptops, Netbooks and Tablets

As a part of your position with COMB, you may be issued a COMB laptop, netbook or tablet ("portable device").

It is the employee's responsibility to protect the COMB portable device and its ancillary equipment such that damage does not occur. Damaged portable devices not revealing blatant negligence by the employee shall be assessed by a factory authorized service dealer to determine if the cause of damage is a manufacturing and/or warranty issue or employee negligence.

Portable devices that experience warranted issues or manufacturer defects shall be replaced at no cost to the employee. Any portable device deemed by the manufacturer's representative to be damaged due to negligence may subject the employee to discipline.

The following actions and activities are prohibited on company-issued laptops, netbooks or tablets: excessive e-mail messaging, personal e-mail messaging, text messaging, applications, games, music, pornography, and/or movies not related to business, tampering with, disabling, uninstalling or otherwise altering the installed anti-virus software and the use of the laptop, netbook or tablet as a wireless internet or Bluetooth Hotspot when not being used for COMB business.

7.6.3 Monitoring of COMB Property

COMB reserves the right to inspect all COMB property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. COMB computers and all electronic communications and electronic information are subject to monitoring and no one should have a reasonable expectation of privacy regarding such use.

COMB reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software and electronic communications to ensure that no misuse or violation of COMB policy or any law occurs. E-mail may be monitored by COMB and there is no reasonable expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security but the use of a password does not affect COMB's ownership of the electronic information or ability to monitor the information. COMB may override an employee's password for any reason. Further, since COMB's communication and computer systems are intended for business use, all employees, upon request, must inform their Division Manager of any private access codes or passwords.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by the General Manager or the Administrative Manager/CFO.

No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications, except as specifically authorized by the General Manager.

7.6 COMB COMPUTERS AND ELECTRONIC INFORMATION (CONTINUED)

7.6.4 Personal Use

COMB understands that employees may need to use their COMB computer or electronic communication for personal use from time-to-time. Such usage shall be limited and not interfere with the employee's work performance, take away from work time, or violate any COMB policies, including, but not limited to, policies against harassment, discrimination or disclosure of confidential or trade secret information.

The following, including but not limited to: computer systems, fax, scanning, copying machines and other office equipment are for the use of COMB employees. Guests of COMB employees, including children, may not use the following, but not limited to: computers, televisions, laptops, netbooks, tablets or other electronic devices owned by COMB.

7.6.5 Social Media

COMB uses social media in limited circumstances for defined business purposes. Social media is a set of Internet tools that aid in the facilitation of interaction between people online. If you have specific questions about which programs COMB deems to be social media, consult with the General Manager.

Internet based programs such as Facebook, Linked In, Twitter, Google+, YouTube, Instagram and Pinterest (this is not meant to be an exhaustive list) may be used by COMB in the normal course of business. However, only individuals, authorized by the General Manager, are allowed to speak/write on behalf of COMB using the social media tools of COMB.

Your authorization is limited to business purposes. Personal use of these social media tools or programs is prohibited and can result in disciplinary action, up to and including immediate termination. All policies relating to monitoring usage of COMB property apply.

7.6.6 Employee-Owned Devices

COMB recognizes that occasional use of the employee's own computers (including hand held devices) and electronic communications may occur during working time. COMB allows such occasional personal use as long as the usage does not interfere with the employee's work performance, productivity, take away from work time or violate any COMB policy.

All other COMB policies apply, including but not limited to, COMB's zero tolerance for discrimination, harassment or retaliation in the workplace. COMB reserves the right to adjust this policy on a case by case basis as it deems appropriate.

7.7 USE OF VEHICLES ON COMB BUSINESS

7.7.1 Personal Automobile Use

You may be required to use your personal automobile on COMB business. However, you may not drive your personal automobile on COMB business unless you have received permission from the General Manager. You must provide a copy of a current valid California driver's license and proof of insurance for at least the statutory minimum coverage. These must be kept current during your employment. At the time of hire, you must present a current Department of Motor Vehicles (DMV) driving record report; thereafter, COMB will receive updates from the DMV on a regular basis.

An employee will be reimbursed for the use of their automobile through mileage reimbursement at the prevailing IRS rate per mile. To receive mileage reimbursement, an employee must log their mileage and submit a Reimbursement Form to their Division Manager. See COMB Employee Handbook Policy (section) 4.10 – Reimbursable Expenses for further information.

COMB will not be responsible for any damages, parking tickets, equipment violation citations, or moving violations incurred while an employee is operating their personal vehicle on COMB business.

7.7.2 COMB Vehicles

Only authorized COMB employees are allowed to operate COMB vehicles.

7.7.2.1 Operator Responsibilities

No COMB employee will be permitted to operate a vehicle without a valid driver's license applicable to the class of vehicle to be operated. Employees are required to show proof of current valid driving licenses and proof of insurance under COMB's policy or current effective insurance coverage before the first day of employment.

All applicants and employees are required to have and maintain an acceptable driving record at all times to remain insurable under COMB's insurance policy, as applicable to the duties of the position.

Any operation of a COMB vehicle or a personal vehicle while on COMB business with a suspended or revoked driver's license will subject the operator to disciplinary action, up to and including immediate termination. If an employee is involved in an accident with a COMB vehicle and has a suspended or revoked license, the employee will be subject to immediate termination.

COMB participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees. All operators of COMB vehicles and personal vehicles while on COMB business shall abide by all traffic laws which include the use of seat belts and the hands free law. Additionally, operators of COMB vehicles and personal vehicles while on COMB business shall be courteous to other drivers.

Payment of parking tickets and/or other traffic violations obtained while driving COMB owned vehicles, or personal vehicles while on COMB business is the responsibility of the employee and shall not be reimbursed by COMB.

7.7 USE OF VEHICLES ON COMB BUSINESS (CONTINUED)

7.7.2 COMB Vehicles (Continued)

7.7.2.1 Operator Responsibilities (Continued)

Drinking alcohol, being under the influence of a substance, having open containers of alcohol, using or possessing controlled substances in COMB vehicles whether on or off duty or in personal vehicles while on COMB business is strictly prohibited and may result in immediate termination of the employee. See COMB Employee Handbook Policy (section) 9.14 – Drug and Alcohol Policy for further information.

Smoking is prohibited in COMB fleet vehicles. Smoking in fleet vehicles can adversely affect both the resale value of the vehicle and the comfort of those who drive the vehicle after it has been used by a smoking operator.

Operators of COMB vehicles and personal vehicles while on COMB business are required to manage their driving environment to minimize distractions that could have an impact on their ability to safely operate the vehicle. Employees are specifically prohibited from talking on COMB-issued or personal cell phones while driving COMB or personal vehicles while on COMB business unless they are using approved "hands-free" technology. See COMB Employee Handbook Policy (section) 7.6.1 – Prohibited Use of Cell Phones While Driving for further information.

When business cargo, materials or tools are being transported, operators are responsible for ensuring that all items are properly secured to prevent spillage or shifting pursuant to law. Employees will be responsible for any damage resulting from improper securing of cargo, materials or tools to trucks and/or trailers, including but not limited to damage to COMB property or other vehicles.

Operators of COMB vehicles are responsible for ensuring that tools are properly locked in the tool boxes or beds with camper shells and that tools and equipment are not left lying unprotected in truck beds. Theft or damage of COMB tools/equipment due to an employee not locking toolboxes or leaving items in truck beds will result in disciplinary action, up to and including immediate termination.

7.7.2.2 Maintenance

Vehicles must be kept clean and presentable. Vehicles are COMB property and must be maintained according to COMB rules and regulations. COMB reserves the right to inspect all property, including vehicles, to ensure compliance with its rules and regulations, without notice to the employee, at any time and not in the employee's presence.

It is the responsibility of COMB employees to maintain adequate tire pressure and monitor the levels of the basic vehicle fluids such as oil, transmission fluid and radiator fluid at each fueling. Any vehicle issues, abnormalities and/or problems shall be immediately brought to the attention of your Division Manager.

All vehicle maintenance is coordinated and directed by Division Managers or designee, under the direction of the General Manager, who will track the maintenance needs and mileage of vehicles. The Division Managers will let employees know when routine maintenance is due on vehicles.

7.7 USE OF VEHICLES ON COMB BUSINESS (CONTINUED)

7.7.2 COMB VEHICLES (Continued)

7.7.2.3 Accidents or Vehicle Breakdown

In the event of an accident, employees are to contact the General Manager, their Division Manager and the appropriate law enforcement agency as soon as is practical. Accident kits are located in the glove compartment of the vehicle, and contain an insurance identification card, and step-by-step instructions on what to do in the event of an accident. If possible, employees are instructed to take photographs with their cell phone to document the accident scene and forward those to their Division Manager and the Administrative Manager/CFO as soon as possible.

In the event of a vehicle breakdown, employees are to contact their Division Manager. If your Division Manager is unavailable, the employee should contact the General Manager or Administrative Manager/CFO. The employee should ensure the vehicle is properly secured and out of any traffic lanes prior to contacting his/her manager and proceeding with evacuation from the scene.

7.7.2.4 Reporting

All COMB employees who drive COMB vehicles must enroll in the Department of Motor Vehicles Employer Pull Notice Program (EPN). This program allows COMB to obtain copies of driving records. Refusal to enroll in this program or the discovery of derogatory information on an employee's driving record which results in that employee being uninsurable by COMB's motor vehicle insurance carrier may result suspension of driving privileges and possible disciplinary action, up to and including immediate termination

All accidents and vehicle damage, regardless of fault, must be reported immediately to your Division Manager and the Administrative Manager/CFO.

DUI's and other traffic violations must be reported to your Division Manager and the Administrative Manager/CFO within three (3) days of the incident. Failure to report a DUI within three (3) days will result in disciplinary action, up to and including termination.

In the event that an employee who is required to drive to perform their job duties receives a DUI but is allowed to drive for work purposes only, COMB reserves the right to contact its motor vehicle insurance provider. Should COMB's motor vehicle insurance provider refuse to insure an employee due to a DUI or excessive moving violations, COMB reserves the right to reassign the employee to another position. If no position is available, the employee may be subject to termination.

A suspension or revocation of the employee's driver's license must be reported to the Division Manager and the Administrative Manager/CFO immediately upon notice of such suspension. An inability to drive may result in an employee's inability to complete his/her job duties and may result in job reassignment and/or termination. Failure to report a suspension or revocation to their Division Manager will result in disciplinary action, up to and including immediate termination.



7.7 USE OF VEHICLES ON COMB BUSINESS (CONTINUED)

7.7.2 COMB VEHICLES (Continued)

7.7.2.5 Personal Use Prohibited

Personal use of COMB vehicles is prohibited unless prior, written approval is received by the General Manager only. Personal use is defined as any use which is for the benefit or enjoyment of the employee not in the pursuit of the business or interests of COMB.

COMB currently gives some employees the privilege of using a COMB vehicle to commute to and from work in the performance of their job responsibilities. Personal use, other than commuting, is restricted to incidental stops falling within minimal deviations of normal commuting routes. COMB reserves the right to suspend that privilege at any time and for any reason.

7.8 COMB PROPERTY AND RIGHT TO INSPECTION

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

Employees should notify their Division Manager if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Division Manager can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

No supplies or COMB property may be taken home without prior approval of your Division Manager. Unauthorized use or removal of COMB property from the premises, including unauthorized use of COMB vehicles, is prohibited and may lead to disciplinary action, up to and including immediate termination.

COMB's logo and/or the logo(s) of other affiliated agencies, letterhead, internal forms, marketing materials or other identifying materials of COMB or other affiliated agencies are also considered employer property whether trademarked, copyrighted or not. Unauthorized use of, or reproduction, whether electronically or otherwise of those items, including but not limited to the above list, is prohibited and may result in disciplinary action, up to and including immediate termination and/or legal action.

Employees also are prohibited from any unauthorized use of COMB's intellectual property, such as audio and video tapes, print materials, software, electronic files, etc.

Although lockers, storage areas, desks, vehicles and other COMB property are made available to you for your convenience and to help you to do your job, you should remember that these remain the sole property of COMB and there is no reasonable expectation of privacy in these areas. COMB reserves the right to inspect all COMB property, as well as its contents, at any time it is deemed necessary or appropriate by management. Such an inspection may be conducted during, before or after working hours by any Division Manager or COMB representative.

Employees are prohibited from remaining on COMB premises or making use of COMB facilities while not on duty. Employees are expressly prohibited from using COMB facilities, property or equipment for personal use without prior authorization.

7.9 EMPLOYEE DRESS, PERSONAL APPEARANCE AND UNIFORMS

7.9.1 Employee Dress in General

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Clothing should be neat, clean, in good taste, and shall not constitute a safety hazard. Every effort should be made to maintain a professional appearance. Some employees may be required to wear uniforms or safety equipment/clothing.

Please contact your Division Manager for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately or are dressed or groomed in an unsafe manner, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

Additionally, the following also applies to all COMB employees:

7.9.2 Personal Appearance

1. While on duty, or in uniform, COMB employees may not engage in behavior that is loud, rude, or considered crude to a reasonable person. Swearing, foul or offensive language and/or gestures are strictly prohibited.
2. Jewelry may be worn as specified in accordance with the Division requirements applicable to the employee.
3. Facial hair should be kept neat and be presentable while on duty. COMB employees interact with the public and government officials and should appear professional and tidy at all times. In certain circumstances, an employee may not be allowed to have facial hair in order to comply with safety requirements to the extent permitted by law. The COMB employee shall be clean shaven in that event to the extent permitted by law.
4. The COMB insignia should only be applied to work related uniform clothing unless authorized by management. COMB does not authorize the insignia to be used in any way that would portray the agency in a negative light.
5. COMB employees are subject to uniform and personal appearance inspections at any time by a Division Manager, the General Manager or the Administrative Manager/CFO. Inspections may be formal or informal. If it is determined that an employee is out of uniform compliance it is at the discretion of the inspecting Division Manager, the General Manager or the Administrative Manager/CFO to allow the employee to finish their assigned duties, send the employee home and allow them to change and come back in compliance, or send the employee home without pay for the remainder of their shift.
6. Employees will be required to cover any offensive or inappropriate tattoos.

7.9.3 Administrative Staff

COMB is committed to providing a professional work environment. Members of the Administrative Division should consider this goal when making wardrobe selections. Additionally, an employee's clothing should not be a distraction to other employees.

Due to the nature of office work, the Administrative Division is permitted to wear slacks, chinos, dresses and skirts. Clothing should follow professional office attire and acceptable standards. Dressy jeans are permitted (no holes, shreds at the ankle hem line, stains, etc.)

7.9 EMPLOYEE DRESS, PERSONAL APPEARANCE AND UNIFORMS (CONTINUED)

7.9.4 Field Staff

Employees who may be called into the field on an emergency/inspection basis are required to keep a change of field-appropriate clothes and boots in their office and/or vehicle at all times.

SAFETY BOOTS

For the Operations Division or appropriate personnel, COMB provides up to \$350 toward the initial purchase of new, water resistant, steel-toed safety boots and will also contribute a maximum of \$350 (non-accruable) annually toward necessary replacement cost of said boots or the actual cost of their repair if less than \$350. Because of the dangers associated with the type of work that some COMB employees engage in, the only approved style of field-work footwear is a brown, black or tan safety toe work boots in compliance with ASTM F2413-18 standards. The boot will be lace up or slip on style. Slip on style boots will be of standard height. No low cut slip on style shoe is permitted. No low cut safety toe shoe is permitted. The boots will be water resistant and have sufficient traction and support for uneven, wet terrain or conditions that could cause ankle or foot injury. Boot soles will be free of cracking or tears. Boot laces shall not hang in a manner that could cause injury. Field staff are required to wear the above boots while working in the field or while working in the Operations yard.

~~COMB provides up to \$175 toward the initial purchase of new steel-toed safety boots and will also contribute a maximum of \$175 (non-accruable) annually toward necessary replacement cost of said boots or the actual cost of their repair if less than \$175. Proof of purchase or repair, in the form of a cash register or credit card receipt or canceled check must be turned in to qualify for reimbursement.~~

For the Fisheries Division or appropriate personnel, COMB provides up to \$250 (non-accruable) toward the initial purchase of hiking boots and will also contribute a maximum of \$250 annually toward necessary replacement cost of said boots or the actual costs of their repair if less than \$250.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Field staff will be provided with personal protective equipment (PPE) to protect against injury and infection. PPE includes items such as protective clothing (reflective or weather resistant outerwear), hard helmet, eye protection (goggles or shields), hearing protection (ear plugs or ear muffs), hand protection (gloves or barrier creams) and respiratory protection (disposable mask, half or full face respirator). A Job Hazard Analysis form is to be completed prior to the start of a project so that inherent dangers can be assessed and that proper use of protective equipment is addressed.

SHIRTS

Field Staff shall wear the specified button-down shirt, polo or t-shirt while on duty. COMB will issue an appropriate amount of uniform items with the COMB insignia on them at or near the beginning of an employee's service with COMB and annually thereafter.

7.9 EMPLOYEE DRESS, PERSONAL APPEARANCE AND UNIFORMS (CONTINUED)

7.9.4 Field Staff (Continued)

PANTS

Pants will be dark in color (black, gray, navy, etc.) in a plain or painter style with flat fronts. They will be of sufficient quality to be stain resistant and not fade quickly. All trousers will be of a length that allows the cuff to touch the top of the shoe at the laces. Any lesser length will not be permitted. Trousers will be clean and pressed at all times and will not be worn if showing signs of wear (holes, excessive bleach stains, shredding at the ankle hem line). Pants are to be worn at the waist and not below it where undergarments are showing.

OUTERWEAR

Employees may wear jackets and sweatshirts while on duty providing they are dark in color (black, gray, navy, etc.) and do not contain other companies' logos on them.

HEADWEAR

The uniform cap will be worn at the discretion of the individual employee. The cap will be a baseball type hat or visor issued by COMB with only the COMB insignia. Hats with other companies' logos are not permitted while an employee is wearing the COMB uniform or on duty.

“Jeep Caps” or “Beanie” style caps are allowed during cold periods. This style of headwear will be dark in color (black, gray, navy, etc.) and may be worn with or without the COMB insignia.

SHORTS

Due to the safety hazards that COMB employees work around, and the contact that they have directly with Member Agencies and the public, shorts shall not be permitted while on duty.

ACCESSORIES

Belts will be dark in nature (black, brown, gray, etc.). Leather or cloth belts are authorized. The belt buckle will be plain and free of jewelry or extreme design. Any accessory will be free of any extreme design.

JEWELRY

For safety reasons, field staff are not allowed to wear long necklaces, dangling earrings or bracelets (exception: Medic-Alert) while on duty. In addition, employees are required to remove all jewelry, including but not limited to rings and wristwatches, while working in or around electrical panels and/or moving machinery. Facial piercings are not allowed.

7.9.5 Purchase and Replacement of Uniforms

1. There is a yearly uniform allowance, outlined above for each division. The employee must have serviceable, clean and neat uniforms for wear on duty. This allowance is in addition to the pair of approved safety toe boots. Nothing in this section mandates the amount of shirts, if applicable, or pants to be purchased by the employee with the uniform allowance. An employee is encouraged to purchase enough uniform articles to have clean, neat and serviceable uniforms available for duty. Unused uniform allowances do not roll over from year to year

7.9 EMPLOYEE DRESS, PERSONAL APPEARANCE AND UNIFORMS (CONTINUED)

7.9.5 Purchase and Replacement of Uniforms (Continued)

2. Employees may pay for uniforms/boots with their own funds and then complete the Reimbursement Form. (The receipt must accompany the form in order for the employee to be reimbursed.).

Failure to comply with your division's uniform, appearance and conduct or misuse, falsifying or abuse of the uniform or uniform allowance may result in disciplinary action, up to and including immediate termination or may be subject to the uniform budget being taken away.

7.9.6 Termination

Upon termination, whether voluntarily or involuntarily, all uniform items with the COMB insignia shall be returned to COMB.



7.10 PERSONAL PROPERTY

COMB is not responsible for any articles that are placed or left in a locker, storage area, desk, vehicle or other COMB property that are lost, damaged, stolen or destroyed.

Terminated employees shall remove any personal items at the office, vehicles and jobsites at the time they leave COMB. Personal items left in the workplace are subject to disposal if not claimed and removed immediately following the time of an employee's termination.

7.11 PERSONAL VISITS AND TELEPHONE CALLS DURING WORK TIME

Disruptions during work time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time. Personal phone calls that are received on your cell phone shall be taken outside so as to not disturb your fellow co-workers.

Visits from friends and family are to be kept to a minimum as well, in order to preserve a safe and productive work environment. It is extremely important that COMB visitors and clients are treated in a friendly and professional way.

For safety and security reasons, guests and family members of COMB employees are not allowed in the shop or yard areas without first receiving authorization. Employees are responsible for educating their guests that they need to use the front reception door and not enter through the shop area and/or back yard.

COMB reserves the right in its sole discretion to deny any request for a visitor/family member to be on the premises for reasons including, but not limited to: the requested guest or visitor has been disruptive in the past, there is a special event scheduled on the date(s) requested or the work environment is not appropriate for the visitor or guest due to safety or other reasons.

7.12 CONDUCTING PERSONAL BUSINESS DURING WORK TIME

Employees are to conduct only COMB business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours. Employees may not run personal errands on COMB time or while doing COMB errands without prior authorization by their Division Manager.

Personal errands may be carried out on an employee's lunch break. COMB employees, including Division Managers, may not direct another employee to carry out personal business or run personal errands for them while on COMB time.



7.13 SOLICITATION AND DISTRIBUTION

Soliciting, collecting money, vending, and posting or distributing bills or pamphlets on COMB property is prohibited. These activities are closely controlled in order to prevent disruption of COMB services and to avoid unauthorized implication of COMB sponsorship or approval. Violation of this policy will result in disciplinary action.

Any person who is not an employee of COMB is prohibited from any and all forms of solicitation, collecting money, vending and posting or distributing bills or pamphlets on COMB property at all times.



7.14 BULLETIN BOARDS

Information regarding working hours, safety, COMB policies, and other matters pertaining to your employment is posted on the COMB office bulletin boards. In addition, notices of available employee discounts, job openings and other items of interest to employees are posted on the bulletin boards.

Personal material, including ads and solicitations, is not allowed.

7.15 CALIFORNIA PUBLIC RECORDS ACT REQUEST

COMB strives to comply with all applicable laws and provide the public with information as requested. Therefore, our goal is to respond promptly to any public records request. Any employee receiving a request from the public for documents is to forward that request to the General Manager or designee. The General Manager will work with those necessary to fulfill the request. Employees are NOT to respond to public record requests independently.

COMB acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against COMB and its employees and possible disciplinary action against responsible individuals up to and including immediate termination of the employee.

Each employee has an obligation to contact the General Manager to inform him/her of potential or actual litigation, external audit, investigation or similar proceeding involving COMB that may have an impact on record retention protocols.

7.16 CREDIT CARDS AND VENDOR CHARGE ACCOUNTS POLICY

Your position with COMB may warrant the use of a COMB credit card, vehicle fuel card or vendor charge accounts. Please be advised that these cards and accounts are to be used for authorized business purposes only and no personal charges shall be made at any time. Failure to use these items for authorized purposes or to follow the Credit Cards and Vendor Charge Accounts Policy will result in the card being cancelled and/or your authorization on the account being cancelled. Please note that the use of these items is an accommodation for your existing position and work. A change of assignment in the future may necessitate withdrawing the use of one (1) or more of these items.

Charges made on any credit card or vendor charge account are to be verified by the employee; in doing so, the employee is certifying that these charges are valid. Credit card and vendor charge account receipts shall be submitted to your Division Manager daily. All credit card and vendor charge account receipts are to be submitted to your Division Manager with a clear explanation of the purchase, job name and number, vehicle number, equipment number Purchase Order (PO) number that the purchase was made for.

If the charge cannot be substantiated to be work related, COMB reserves the right to collect the unsubstantiated charges from the employee. Explanation of expenditures must follow IRS guidelines which require documentation as to who, what, where and why the expenditures were made. The employee shall ensure that the receipt contains all of this information.

General office and overhead charges need to be approved by your Division Manager prior to purchase; receipts for general office and overhead charges shall be submitted to your Division Manager per the requirements outlined above.

Individual credit cards or charge accounts may have set limits established. If your credit card is lost or stolen you are to report it immediately to the Administrative Manager/CFO.

Misuse, falsifying or abuse of credit cards and/or vendor charge accounts may result in disciplinary action, up to and including immediate termination.

7.17 PURCHASING POLICY

In addition to the Credit Card and Vendor Charge Accounts policy, the following purchasing policy applies to all purchases made with your COMB credit card or charged to COMB vendor charge accounts:

1. Any purchase that will be billed to overhead requires prior Manager approval, regardless of the amount.
2. Any purchase over \$500 requires prior Manager approval along with an approved PO.
3. See COMB Procurement Policy for further requirements and guidelines.

SECTION VIII: HEALTH AND SAFETY

This page left blank intentionally

8.1 GENERAL HEALTH AND SAFETY

The health and safety of employees and others on COMB property are of critical concern to COMB. COMB intends to comply with all health and safety laws applicable to our organization. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on COMB's premises, or in a product, facility, piece of equipment, process or business practice for which COMB is responsible should be brought to the attention of management immediately.

All employees of COMB should know that they are required to work in a safety-sensitive environment. A safety-sensitive environment extends from the time when an employee begins work or is required to be in readiness to work until the time he/she is relieved from work and all responsibilities for performing work.

Periodically, COMB may issue rules and guidelines governing workplace safety and health. COMB may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Safety devices and equipment are provided as needed to all employees by COMB. This equipment must be used according to COMB's and OSHA's rules, regulations, and training and certifications.

In compliance with Proposition 65, COMB will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Safety procedures as outlined in the United States Bureau of Reclamation's Standing Operating Procedures for the Cachuma Project, Reclamation Safety and Health Standards, ACWA/JPIA Safety and Loss Control Procedures and the Injury and Illness Prevention Program shall be used at all times in conjunction with good judgment to prevent accidents or injury. Your Division Manager will make these manuals available to you and will answer any questions you may have regarding the implementation of these instructions.

Any workplace injury, accident, or illness must be reported to the employee's Division Manager and the Administrative Manager/CFO immediately, regardless of the severity of the injury or accident.

Employees who suspect they may be, or are currently suffering from a contagious illness are required to notify their Division Manager and the Administrative Manager/CFO immediately and not report for work, or return home if already on duty until well; "contagious illness" includes, but is not limited to, the following: the flu, strep, measles and chicken pox.

COMB management may send an employee home if the employee is unable to perform their duties due to illness, or if the illness is suspected to be contagious. COMB reserves the right to require a doctor's release that the employee is fit for duty prior to an employee returning to work. This release must be submitted to the Division Manager and the Administrative Manager/CFO.

In compliance with California law, and to promote the concept of a safe workplace, COMB maintains an Injury and Illness Prevention Program (IIPP), Safety Manual, Heat Illness and Prevention Program (HIPP), Emergency Response Plan (ERP), job specific Health and Safety Plans and posted safety notices. These items are available for review by employees and/or employee representatives.

8.2 FIRST AID

All injuries should be reported to your Division Manager and the Administrative Manager/CFO. First aid supplies are available in trucks and the COMB offices and should be used for minor injuries to prevent complications. If emergency first aid is necessary, report to an approved provider (list provided and posted in facilities and vehicles), unless you have a preferred physician statement on file with administration, in which case you may see your own physician if you can be seen immediately.

In case of major injuries, report to a hospital for emergency treatment. If you cannot report the injury immediately to the Administrative Manager/CFO, notify your Division Manager so that the necessary insurance forms, etc. can be completed.

8.3 HEAT AND ILLNESS PREVENTION

COMB is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All Division Managers are trained in the recognition and prevention of heat illness. Division Managers monitor weather forecasts when planning work projects.

Employees who work outside are encouraged to drink water frequently. Employees who work outside are also allowed and encouraged to take a cool-down rest in the shade of at least five (5) minutes (in addition to the time needed to access the shade) when needed to protect themselves from overheating. These preventative cool-down rests are paid time. Water will be provided at job sites. If environmental shade is not available or accessible, shade structures will be provided in accordance with mandated temperature thresholds and pursuant to law.

Please refer to COMB's Injury Illness and Prevention Program, Heat Illness Prevention Program or talk to your Division Manager for details on how to ensure you are protected from heat illness dangers.

8.4 WORKERS' COMPENSATION INSURANCE

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your Division Manager. Failure to follow COMB procedures may affect your ability to receive Workers' Compensation benefits.

This coverage protects employees who are injured or disabled on the job. It also provides medical, surgical and hospital treatment in addition to payment of lost earnings that result from work-related injuries. Compensation payment is made starting from the first day of an employee's hospitalization or after the third day following the injury if the employee is not hospitalized. The cost of this coverage is completely paid by COMB.

Any leave of absence due to a workplace injury runs concurrently with all other COMB leaves of absence. Reinstatement from leave is guaranteed only if required by law. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

The amount of payment is a percentage of the employee's monthly salary as stipulated by California State law. An employee may use any portion of unused sick leave as necessary so that the sum of Workers' Compensation payments and sickness allowance will equal straight time pay for the scheduled working hours.

All injuries or accidents must be reported immediately to the employee's Division Manager and the Administrative Manager/CFO. Failure to immediately report an injury may be cause for disciplinary action to be taken against the employee. Exact details of the accident or injury must be given to the Administrative Manager/CFO. The Administrative Manager/CFO is responsible for providing applicable information to the employee, arranging for treatment and completing and submitting required reports to the Workers Compensation carrier.

Filing a false or fraudulent claim will be cause for disciplinary action and possible criminal penalties. Should an employees' consumption of alcohol or use of recreational drugs be found to be the cause of an on-the-job injury, the employee may not be eligible for workers compensation benefits.

First aid and medical treatment are provided immediately as required by the nature of the injury. Employees must be treated through a medical provider network, selected by COMB's insurance carrier due to the network's experience in treating work-related injuries. Employees may, upon their request, obtain a waiver from the Administrative Manager/CFO to indicate the name of their personal physician for medical treatment. The waiver must be completed prior to a work-related injury and it will be kept in the employees' personnel file. Although an employee may designate treatment by their personal physician, first aid and medical treatment must be provided on the day of a work-related injury.

COMB's Workers Compensation Insurance carrier is not liable for the payment of workers compensation benefits for an injury which arises out of an employees' voluntary participation in an off-duty recreational, social or athletic activity which is not part of the employees' work-related duties.

COMB recognizes the need to provide temporary modified work to employees who are unable to perform their regular duties due to industrial illness or injury. COMB has implemented an Early Return to Work program designed to return the injured employee to work in a physically appropriate job as soon as the treating physician deems it medically feasible, whenever possible.

8.4 WORKERS' COMPENSATION INSURANCE (CONTINUED)

This policy applies to all employees. Due to the limited amount of modified/alternative work available, employees will be assigned on a first come, first served basis, to appropriate positions as available. The purpose of this program is

1. To assist employees in the transition from disability to full recovery while continuing to be a productive part of the work force, while minimizing the deterioration of the employees' work skills, health and attitude that may result from prolonged work absence, and
2. To provide management with a constructive program to reduce the cost of Workers Compensation and to minimize the loss of productivity.

The Administrative Manager/CFO will determine the employees' eligibility for the program, placement in modified work, recordkeeping and monitoring the progress and full return of the employee(s) in the Early Return to Work program.

The modified/alternative work will be implemented immediately to avoid lost time and wages. The temporary/modified work assignment is not considered to be part of the regular staffing pattern. The employee must have a medical clearance authorization slip from the attending physician specifying work restrictions and disabilities. As long as work can be provided, the employee must comply with the program. If employee health status changes, it must be reported immediately to their Division Manager and the Administrative Manager/CFO.

Early Return to Work program participants is encouraged to schedule physical therapy and doctor appointments around their work schedule. If this cannot be arranged, appointments are to be scheduled at the beginning or end of the work day. Your accrued sick leave will be used to cover time away from work for appointments.

While on the temporary modified/alternative work program, employees who have experienced an on-the-job injury will be evaluated at thirty (30) days or when medically stationary, whichever occurs first.

If an employees' health status changes, it must be reported immediately to their Division Manager and the Administrative Manager/CFO.

A modified job offer will be made only when the work is available and there is a benefit to COMB. The modified job, if offered, will end with the date the employee receives a regular release and may be ended at any time if there is no longer a need for modified work. Each case will be assessed individually based on need. As long as work can be provided, there is no right of refusal without jeopardizing benefits and entitlements. Wages and hours will not necessarily be the same as that of the regular job.

The law requires COMB to notify the Workers' Compensation Insurance carrier of any concerns of false or fraudulent claims.

8.4.1 Paid Sick Leave and Workers Compensation Benefits

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by Workers' Compensation Insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

8.4 WORKERS' COMPENSATION INSURANCE (CONTINUED)

8.4.1 Paid Sick Leave and Workers Compensation Benefits (Continued)

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will be covered with the use of sick leave.

If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation/paid time off for further absences from work, related to your illness or injury.

8.4.2 Recreational Activities and Programs

COMB or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Additionally, this policy extends and applies to employees playing on, or participating in, any after-hours COMB-sponsored sporting events, athletic teams, parties or other activities.

8.5 SECURITY

The security of COMB facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks and threats. It is very important to notify your Division Manager immediately when unknown persons are acting in a suspicious manner in or around COMB facilities, or when keys, security passes or identification badges are missing.

COMB facilities are equipped with security alarms. If you are the first individual to enter the building in the morning, and the door is unlocked or the alarm system is not armed, you shall inform the General Manager immediately.

If you are the last individual to leave the building at the end of the day, it is your responsibility to search the buildings for anyone else present so that no one gets locked in accidentally. Once you ascertain that you are in fact the last person to leave, you will arm the alarm and lock the door.

Computers and work areas, including desks and filing cabinets are to be secured before leaving for the day. When called away from your work area for an extended length of time, do not leave any confidential or sensitive information accessible for public view.

If you have questions, please ask your Division Manager or the Administrative Manager/CFO.

8.6 WORKPLACE VIOLENCE

8.6.1 Zero Tolerance Policy

COMB has adopted the following workplace violence policy to ensure a safe working environment for all employees.

COMB has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously and will lead to disciplinary action, up to and including immediate termination.

COMB's prohibition against threats and acts of violence applies to all persons involved in COMB operations, including but not limited to COMB personnel, contract and temporary workers and anyone else on COMB property or at COMB worksites.

A threat includes, but is not limited to, any indication of intent to harm a person or damage COMB property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in COMB policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Division Manager; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

We do not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage employees from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Acts or threats of violence include conduct that creates a hostile, abusive or intimidating work environment for one or more COMB employees. Examples of workplace violence include, but are not limited to, the following:

1. All threats or acts of violence occurring on COMB premises, regardless of the relationship between COMB and the parties involved in the incident.
2. All threats or acts of violence occurring off COMB premises involving someone who is acting in the capacity of a representative of COMB.

8.6 WORKPLACE VIOLENCE (CONTINUED)

8.6.1 Zero Tolerance Policy (Continued)

3. All threats or acts of violence occurring off COMB premises involving an employee of COMB if the threats or acts affect the legitimate interests of COMB.
4. Any acts or threats resulting in the conviction of an employee or agent of COMB, or of an individual performing services for COMB on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence, which adversely affect the legitimate interests of COMB.

Specific examples of conduct that may be considered threats or acts of violence include the following:

1. Hitting or shoving an individual
2. Threatening to harm an individual or his or her family, friends, associates or property
3. The intentional destruction or threat of destruction of COMB property
4. Harassing or threatening phone calls, texts, emails or social media postings
5. Harassing surveillance or stalking
6. Unauthorized possession or inappropriate use of firearms or weapons

8.6.2 Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable.

Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints and/or to the extent permitted by law. All threats will be investigated promptly. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If COMB determines, after an investigation, that someone has violated this policy, COMB will take swift and appropriate corrective action.

Violations of this policy by any individual on COMB property, by any individual acting as a representative of COMB while off COMB property, or by any individual acting off of COMB property when his/her actions affect COMB's interests will lead to disciplinary action and/or legal action as appropriate and will not be tolerated.

No provision of this policy shall alter the at-will nature of the employment relationship at COMB.

[Employees have a right to access his/her mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety.](#)

8.7 OFFICE SPACE HOUSEKEEPING

Employees are responsible for their immediate work area, which is to be kept neat and with a businesslike appearance. All papers and/or files on desks should be kept in reasonable order. Furthermore, each employee should be aware of the general appearance of the office and should take the necessary steps to see that the office is businesslike at all times.

All employees are responsible for helping to keep the Operations work yard, shop and offices tidy. Employees using common areas such as breakrooms, conference rooms, production rooms and restrooms are expected to clean up after themselves and not leave those areas a mess.

Employees shall not spit anything on the floor including, but not limited to, the following: sunflower seeds, chewing tobacco, spit etc.

Employees shall not leave tools, parts, equipment, trash or debris out at the end of the day. Employees shall also lock up any/all equipment, gates, sea trains, vehicles, offices, doors and windows on any of the facilities that COMB operates, maintains or occupies.

If you are the last one out of the office, turn out all lights and check that all equipment has been turned off, all doors locked and the alarm system activated. If you are the last to leave the yard, lock the gate(s).

All equipment is to be used in accordance with directions and is not to be misused at any time.

Employees shall not store personal belongings in COMB's yard or shop unless prior authorization is granted by the Division Manager and General Manager. COMB is not responsible for damage to, the theft of, or the disappearance of employee's personal belongings left or stored on COMB property.

Division Managers may furnish employees with their home phone numbers if they think they will be needed in an emergency. For emergency fire or police response, dial 9-1-1.

8.8 ERGONOMICS

COMB is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. COMB will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. COMB encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

COMB believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact the Administrative Manager/CFO.

This page left blank intentionally

SECTION IX: EMPLOYEE PERFORMANCE AND CONDUCT

This page left blank intentionally

9.1 EXPECTED CONDUCT

COMB expects its employees to conduct themselves in a manner compliant with all policies addressing employee conduct outlined in this handbook including, but not limited to, the Harassment, Discrimination and Retaliation Prevention Policy, Ethics Policy, Drug and Alcohol Policy, Punctuality and Attendance Policy, Uniforms and Appearance Policy and Prohibited Conduct Policy, etc.

Additionally, COMB employees are expected to uphold and maintain an environment of productivity and professionalism while at work, not only in their interactions with COMB Member Agencies, other government entities and the public, but also in their interactions with their co-workers, management, Division Managers and subordinates.

To this end, employees should be friendly and collaborative; they should not disrupt the workplace or present obstacles to their colleagues' work.

If you have any questions regarding how you are expected to conduct yourself, please ask your Division Manager, the Administrative Manager/CFO or the General Manager.

Failure to comply with this or other policies addressing employee conduct may result in disciplinary action, up to and including immediate termination.

9.2 RULES OF CONDUCT

Orderly and efficient operation of COMB requires that employees maintain proper standards of conduct and observe certain rules. Failure to maintain these standards or violations of these rules will result in disciplinary action up to and including termination. This guideline should not be construed as a promise of employment or continuing employment in the absence of one of the infractions listed below.

As explained earlier in this Handbook, all employees of COMB are "at-will" employees, unless notified in writing otherwise. COMB reserves its right to discipline employees, up to and including termination, for any reason COMB deems necessary and appropriate. Causes for disciplinary action include, but are not limited to, the following forms of misconduct:

1. Willful or negligent violation of the provisions of this Handbook, or other applicable written rules, regulations and policies which do not conflict with this Handbook.
2. Theft, misappropriation, or unauthorized possession or use of property, vehicle, equipment, materials, documents, or records belonging to COMB, its Member Agencies, a member of the public, or another COMB employee; removal of same from COMB premises without authorization.
3. Damaging the property or materials of COMB, its Member Agencies, a member of the public, or another COMB employee through willful abuse, negligence or carelessness.
4. Willfully or carelessly violating security, safety, or fire prevention rules or regulations, or engaging in any conduct which creates a safety hazard; creating or contributing to unsanitary conditions by poor housekeeping.
5. Failing to respond to emergency callouts or an unwillingness to do so.
6. Failure to report an injury or accident.
7. Smoking in COMB buildings, structures or vehicles or on COMB grounds which is prohibited.
8. Use or possession of alcoholic beverages or illegal narcotics or drugs on COMB premises, in COMB vehicles, or in vehicles being driven on COMB business, or reporting to work under the influence of intoxicants or drugs which may interfere with job performance.
9. Possession of a weapon or explosives on COMB premises or in COMB vehicles.
10. Gambling on COMB premises.
11. Unlawful conduct at any time or place. Unprofessional conduct while on or off COMB premises, which adversely affects COMB's services, property, reputation, or goodwill in the community and/or interferes with job performance.
12. Obtaining, without authorization, confidential information pertaining to COMB, its Member Agencies or employees of COMB.
13. Divulging confidential or proprietary information to any person or entity except in the course of performing duties as an employee of COMB and with the specific direction and consent of COMB.

9.2 RULES OF CONDUCT (CONTINUED)

14. Taking or giving bribes of any nature as an inducement to obtain special treatment, to provide confidential information or to obtain a position.
15. Falsification of any reports or records, including but not limited to: job applications; medical or employment history; personnel records; pay records, including time cards; absence or illness reports; accident reports; injury claims.
16. Entering COMB premises after scheduled work hours without authorization.
17. Leaving COMB premises during scheduled work hours without permission; unauthorized absence from assigned work area during regular scheduled work hours; leaving the premises without recording same on time card.
18. Sleeping, malingering, loitering or wasting time during regular work hours.
19. Inefficiency, unsatisfactory work quality or quantity, incompetence, carelessness or negligence in performance of duties.
20. Rude, discourteous, or unprofessional behavior; creating a disturbance on COMB premises or creating discord with COMB Member Agencies, other governmental entities, members of the public, co-workers, or board members; use of abusive language; striking or hitting or threatening another employee.
21. Insubordination or refusal to follow instructions from a supervisor or COMB management; refusal or unwillingness to accept a job assignment or to perform job requirements.
22. Failure to observe scheduled work hours; failure to contact Supervisor in the event of absence within thirty (30) minutes after the scheduled start of work; failure to report to work when scheduled.
23. Unauthorized or excessive absenteeism or tardiness, including excessive use of sick leave or any other leaves of absence.
24. Failure to report to work after leave of absence has expired or after such leave of absence has been disapproved, revoked, or canceled.
25. Failure to obtain and maintain a current license or certificate when required as a condition of employment.
26. Dishonesty or the intentional misrepresentation of COMB documents, reports, and/or work duties.
26. Conduct unbecoming of an employee of COMB.

Engaging in prohibited conduct, whether intentional or not, may result in disciplinary action, up to and including immediate termination, and/or legal action. The General Manager will, in his/her sole discretion, utilize whatever form of discipline he/she deems appropriate under the circumstances.

This statement of prohibited conduct does not alter COMB's policy of at-will employment. Either you or COMB may terminate the employment relationship at any time, with or without reason or advance notice.

9.3 PUNCTUALITY AND ATTENDANCE

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized COMB business.

Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided. If, for any reason, you cannot report to work, for all or any part of a work day, you must notify your Division Manager and the Administrative Manager/CFO no later than thirty (30) minutes after your starting time or when practicable.

If an employee is absent more than one (1) day, they must give the same notice each day of absence, unless a specific date for their return to work has been given. If an employee is absent for three (3) consecutive days and has not provided proper notification, COMB will consider the employee to have abandoned their position and the employee will be terminated to the extent permitted by law. Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with COMB to the extent permitted by law.

Except for emergency situations and unexpected illness, in order for an absence to be approved, it must be requested in advance and approved by the employee's Division Manager. COMB reserves the right to require proof of illness, accident or emergency.

Excessive absenteeism or tardiness, whether excused or not, providing false information or abuse of leave laws will not be tolerated and may result in disciplinary action, up to and including immediate termination.



9.4 DISCIPLINE

It is the policy of COMB to regard discipline as a corrective action and as an instrument for improvement rather than as punishment. Disciplinary action may include oral counseling or reprimand, written reprimand, final written warning, suspension and immediate termination.

COMB retains the right to administer discipline as it deems necessary in each individual case. This policy is not a promise or guarantee that progressive discipline will be administered in every case. The use of any particular form of discipline does not change the employee's at-will relationship with COMB.

9.5 GRIEVANCE PROCEDURE

COMB subscribes to the open door policy. That is, the employee may bring a particular complaint or grievance to their Division Manager or management in an attempt to resolve a problem. When matters cannot be handled on such an informal basis, COMB has established a formal procedure whereby an employee may have a fair review of any work-related controversy, dispute or misunderstanding.

This grievance procedure does not constitute an agreement between COMB and any or all of its employees that COMB will, in every instance, handle grievances precisely as set forth in this procedure. There may be situations in which COMB, in its judgment, deems it not in the best interest of COMB or the employee to adhere to the grievance procedure as set forth. It is expected that such instances will be rare. Employees should be familiar with the grievance procedure, so that problems and complaints can be handled promptly and effectively.

STEP 1

An employee may submit a problem, orally or in writing to his or her Division Manager within three (3) working days after the problem becomes known. The Division Manager will attempt to resolve the grievance at the first meeting. If a mutually agreed upon settlement is not reached, the Division Manager will investigate the problem further and will meet with the employee to give him or her a reply within three (3) working days. If the Division Manager cannot resolve the problem to the employee's satisfaction, or if the problem originated from the Division Manager, the employee may proceed to Step 2.

STEP 2

If an employee is not satisfied in Step 1, the grievance must be submitted in writing to the General Manager within three (3) working days after receipt of the Step 1 answer by the grieving employee. A written request for a meeting must be submitted simultaneously. A meeting will be held within three (3) working days of the employee's request. Witnesses will be allowed as necessary. The General Manager will give the employee a written reply within five (5) working days.

9.6 STAKEHOLDERS, VENDORS, PUBLIC AND INTERNAL RELATIONS

9.6.1 Stakeholders, Vendors and Public Relations

Employees are expected to be polite, courteous, prompt and attentive to COMB's stakeholders, vendors and members of the public while on duty and/or in uniform. When an employee encounters an uncomfortable situation that he/she does not feel capable of handling, the Division Manager, the General Manager or the Administrative Manager/CFO should be contacted immediately.

All correspondence and documents must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business as well as to COMB.

9.6.2 Internal Relations

It is the goal of COMB to provide a pleasant and professional work environment and a team atmosphere. Employees are required to treat each other with professionalism, courtesy and helpfulness at all times. COMB recognizes an employee may choose not to associate with other employees outside of the work place, but while on duty, each employee is expected to act professionally and with courtesy at all times. Talking negatively about other employees past or present, managers or owners, gossiping, inquiring about another past or present employee's status or disciplinary actions, or making embarrassing or disparaging remarks about the afore mentioned is prohibited, whether a party is present or not and may result in disciplinary action, up to and including immediate termination.

If an employee has an issue with a co-worker, the following procedure should be followed:

1. The employee should attempt to address the co-worker in a private setting where others are not present and try to reach a solution to the problem.
2. If the problem persists, the employee is expected to follow the procedure outlined in the COMB Employee Handbook (section) 9.5 – Grievance Procedure.

9.7 CONFLICT OF INTEREST AND BUSINESS ETHICS POLICY

It is COMB's policy that all employees avoid any conflict between their personal interests and those of COMB. The purpose of this policy is to ensure that COMB's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of COMB.

COMB recognizes the rights of all employees to engage in lawful conduct during non-working hours away from our premises. However, a conflict of interest occurs when the private interests of employees (and their immediate family members) interfere with the employees' responsibilities at COMB. Employees are expected not to place themselves or COMB in a position of conflict and are required to comply with COMB's policies.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with COMB, by any employee who is in a position to directly or indirectly influence either COMB's decision to do business, or the terms upon which business would be done with such organization;
2. Being employed by (including as a consultant), holding interest in, or serving on the board of any organization which does, or is seeking to do, business with COMB; and/or
3. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with COMB.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and COMB.

9.7.1 Gifts

An employee may not accept gifts of value, loans, expensive entertainment, or anything else involving personal gain that might be expected to influence his or her conduct within the organization or with our Member Agencies or other public agencies or private entities or other persons providing goods or services to COMB.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

9.7.2 Compliance with Applicable Laws

COMB's commitment to integrity and ethical business operations begins with complying with laws, rules and regulations that apply to where and with whom we do business. Every employee is required to comply with any applicable laws, rules and regulations. If you have any questions regarding any COMB policies or applicable laws, rules and regulations, you should immediately contact your Division Manager or the General Manager.

9.7 CONFLICT OF INTEREST AND BUSINESS ETHICS POLICY (CONTINUED)

9.7.3 Reporting of Unethical Behavior

Any employee who believes that this policy has been violated or is otherwise aware of behavior he/she believes to be unethical is required to report the behavior immediately to the General Manager or Administrative Manager/CFO.

Reports may be made anonymously as soon as possible by delivery of an unsigned letter to the Administrative Manager/CFO or the General Manager. COMB will attempt to investigate all such reports confidentially if possible, but cannot guarantee absolute confidentiality.

9.7.4 Compliance

Failure to comply with this policy will result in disciplinary action, up to and including immediate termination, and/or legal action.



9.8 MEDIA INQUIRIES / PUBLIC STATEMENTS

All media inquiries regarding the position of COMB as to any issues must be referred to the General Manager. Only the COMB President, the General Manager or their designee are authorized to make or approve public statements on behalf of COMB.

No employees, unless specifically designated by the General Manager, are authorized to make statements on behalf of COMB. Any employee wishing to write and/or publish an article, paper, technical poster or other publication on behalf of COMB must first obtain approval from the General Manager.



9.9 OFF-DUTY CONDUCT

While COMB does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the COMB's legitimate business interests.

For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect COMB's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects COMB's legitimate business interests, the employee's ability to perform his/her job or the inability of COMB to insure the employee for vehicle use with its insurance carrier will not be tolerated and may be grounds for immediate termination.

9.10 OUTSIDE EMPLOYMENT

COMB employees cannot have outside employment if it creates a conflict of interest or where such outside employment would impair an employee's effectiveness or ability to perform assigned duties at COMB. Prior to accepting outside employment, you must advise the General Manager in writing of the name of the potential employer.

If authorization is given, but a conflict subsequently arises or you are unable to maintain a high work performance standard at COMB as a result of your employment at the outside job, you will be required to resign your position with the outside employer as a condition of continued employment with COMB. Failure to do so will result in immediate termination.

The following types of employment elsewhere are strictly prohibited and may lead to disciplinary action, up to and including immediate termination:

1. Additional employment that conflicts with an employee's work schedule, duties and responsibilities at COMB;
2. Additional employment that creates a conflict of interest or is incompatible with the employee's position with COMB;
3. Additional employment that impairs or has a detrimental effect on the employee's work performance with COMB;
4. Additional employment that requires the employee to conduct work or related activities on COMB property, during COMB's working hours or using COMB facilities and/or equipment.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to COMB's General Manager explaining the details of the additional employment. If the additional employment is authorized, COMB assumes no responsibility for it. COMB shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.



9.11 FRAGRANCE POLICY

COMB strives to maintain a distraction-free workplace. Employees may not wear or use any of the following in the workplace or when on the job, regardless of location, if it is found that any of the following are disturbing, distracting or otherwise irritating to other individuals in the workplace or during the course of their normal working duties:

1. Cologne
2. After shave lotion
3. Perfume
4. Perfumed hand lotion
5. Fragranced hair products
6. Fragranced deodorants / body spray
7. Scented candles
8. Air Fresheners
9. And/or similar products

9.12 PERSONAL USE OF SOCIAL MEDIA

COMB respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook, LinkedIn, Instagram, YouTube, Pinterest, etc. However, to protect COMB's interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a “social networking platform”, such as Twitter, Facebook, LinkedIn, Instagram, YouTube, Pinterest, etc. or similar sites, during work time or at any time with COMB equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether an employee is posting something on his/her own blog, web page, social networking platform, or on someone else's, if the employee mentions COMB and also expresses either a political opinion or an opinion regarding COMB's actions that could pose an actual or potential conflict of interest with COMB, the poster must include a disclaimer that the opinion expressed is his/her personal opinion and not COMB's position. This posting of this disclaimer is necessary to preserve COMB's goodwill in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter, Facebook, LinkedIn, Instagram, Pinterest, etc. or similar sites. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. COMB policies apply equally to employee social media usage as they do to other employee activities.

COMB encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with the Administrative Manager/CFO.

Failure to follow these guidelines may result in disciplinary action, up to and including immediate termination.

9.13 POLITICAL ACTIVITY

Many employees participate in political activities on their own time. COMB time, facilities, property or equipment (including all computers, networks and electronic equipment) must not be used for an employee's outside political activities. COMB will not reimburse any employee for political contributions and employees should not attempt to receive or facilitate such reimbursements.

Employees must not, through their own actions, speech, contributions, or written communication, mislead others to believe that COMB officially endorses or opposes any candidates for political office or that the employees are speaking for COMB in expressing their own personal political positions. COMB employees are entitled to their own personal position.

COMB will not discriminate against employees based on their lawful political activity engaged in outside of work.

9.14 DRUG AND ALCOHOL POLICY

To help ensure a safe, healthy and productive work environment for our employees and others, to protect COMB property and to ensure efficient operations, COMB has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for COMB.

DEFINITIONS For the purposes of this policy:

- A. "Illegal drugs" means any drug or controlled substance that is not legally obtainable by federal statutes, including marijuana, or is legally obtainable but has not been legally obtained.
- B. "Legal drugs" means any drug, including prescription drugs and over-the-counter drugs, not including marijuana, that has been legally obtained and that is not unlawfully sold or distributed.

9.14.1 Employee Assistance

Employees who suspect that they may have alcohol or drug problems, even in the early stages, are encouraged to voluntarily seek diagnosis and to follow through with the treatment as prescribed by qualified professionals.

Employees who wish to voluntarily enter and participate in an alcohol or drug rehabilitation program are encouraged to contact the General Manager, who will determine whether COMB can accommodate the employee by providing unpaid leave for the time necessary for the employee to complete participation in the program. Employees may utilize sick leave for this leave. Disclosures made by an employee to the General Manager concerning the employee's use of drugs will be treated confidentially and will not be revealed to supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working. Disclosures made by employees to the General Manager concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

Employees should be aware, however, that participation in a rehabilitation program will not necessarily shield them from the imposition of disciplinary action for a violation of this policy, particularly if discipline is imposed for a violation occurring before the employee seeks assistance.

Nothing in this policy is intended to diminish COMB's commitment to employ qualified disabled individuals or to provide accommodation to such individuals as required under state and federal law.

9.14.2 Use of Legal Drugs

COMB recognizes that it may be necessary for employees to appropriately use prescription or legal drugs from time to time. COMB also recognizes that an employee who is using such drugs as prescribed might become impaired by the drug such that the employee's ability to perform or to perform safely would be compromised. Employees who know or should know that their use of prescription or legal drugs might endanger their own safety or the safety of some other person, pose a risk of significant damage to COMB property or the property of others, or materially compromise their ability to perform their work, are obligated to report such use of legal drugs to their immediate supervisor and the Administrative Manager/CFO.

COMB reserves the right to have an approved physician or the employee's own physician determine whether it is advisable for the employee to continue working while taking such drugs.

9.14 DRUG AND ALCOHOL POLICY (CONTINUED)

9.14.2 Use of Legal Drugs (Continued)

COMB further reserves the right to have the employee's physician certify that when returning from a leave of absence, the employee will not be using any legal drugs which might impair the employee's ability to perform the employee's job duties for COMB.

If appropriate, COMB may restrict the work activities of an employee who is using legal drugs or require that the employee take a leave of absence while taking such drugs. If COMB permits an employee to work while using legal drugs, the employee still cannot report to work in any case if impaired by the use of the drugs if the impairment might endanger the employee's own safety or the safety of anyone else, pose a risk of significant damage to COMB property or substantially interfere with the employee's job performance or the efficient operation of COMB's business. COMB may require a medical certificate as a precondition to return to work.

9.14.3 Prohibited Conduct

On-Duty Prohibition on Illegal Drugs, Alcohol, and Marijuana – An employee shall not use, possess, purchase, sell, manufacture, distribute, transport, dispense, or be under the influence of any illegal drug, marijuana or alcohol during working hours, while on COMB premises, while conducting or performing COMB business, regardless of location, or while operating or responsible for the operation, custody, or care of COMB equipment or other property.

Off-Duty Conduct – In addition to the restrictions imposed under the preceding section, the use, possession, purchase, sale, manufacture, distribution, transportation, dispensation, or being under the influence of any illegal drug or alcohol while off duty may result in disciplinary action, up to and including termination, dependent upon whether such off-duty conduct negatively affects employees' ability to perform their job duties, undermines the public's confidence in COMB or otherwise poses the risk of bringing COMB into disrepute. Such off-duty conduct will be reviewed on a case-by-case basis.

Legal Drugs – Employees are prohibited from working while impaired by the use of a legal drug whenever such impairment might endanger the safety of the employee or some other person, pose a risk of significant damage to COMB property or equipment, or materially interfere with the employee's job performance or the efficient operation of COMB's business or equipment.

9.14.4 Testing for Illegal Drugs and Alcohol

Testing of Job Applicants

Applicants receiving a conditional offer of employment for a safety-sensitive position who are required to submit to a pre-employment physical examination shall be subject to a urine and/or blood test for the presence of illegal drugs, marijuana or alcohol. COMB may refuse to employ an applicant whose test results show the presence of illegal drugs, marijuana or alcohol. Applicants who are under a physician's care and/or are required to take legal drugs must notify the General Manager or his designee of that fact in writing before the date of the pre-employment examination.

9.14 DRUG AND ALCOHOL POLICY (CONTINUED)

9.14.4 Testing for Illegal Drugs and Alcohol (Continued)

Testing of Employees

Any employee suspected of being under the influence of illegal drugs, marijuana or alcohol will be suspended from work and required to submit to a urine or blood test to determine the presence of illegal drugs, marijuana or alcohol. Such testing may be ordered only by the General Manager based upon a reasonable suspicion that an employee is under the influence of any illegal drug, marijuana or alcohol in violation of this policy. Refusal to undergo a urine or blood test when required pursuant to this policy constitutes insubordination and will result in disciplinary action, up to and including termination.

Reasonable suspicion means a belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of illegal drugs, marijuana or alcohol. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

1. A pattern of abnormal conduct or erratic behavior;
2. Observable phenomena, such as direct observation of drug or alcohol or possession and/or the physical symptoms of being under the influence of illegal drugs or alcohol (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
3. Conviction for a drug-related offense;
4. Information provided by a reliable and credible source which is independently corroborated; or
5. Newly discovered evidence that the employee has tampered with a previous drug test.

The General Manager, Division Manager or supervisor shall document in writing the facts, symptoms, or observations which form the basis for the determination that reasonable suspicion existed to warrant the testing of an employee.

Whether the testing is conducted by urine or blood sample shall be at the discretion of COMB and/or the physician performing the test. The urine or blood sample will be given and the testing will take place at an approved testing facility, and will be done in a manner so as to provide the employee with appropriate rights of privacy. Positive results will be reviewed by a licensed physician who will discuss all positive results with the employee to determine if the positive result could have resulted from the use of legal drugs or other causes.

Any urine or blood sample showing positive test results will be retested. The physician and/or testing facility will report the test results to the General Manager or Administrative Manager/CFO only if the “retesting” of the sample shows positive results for illegal drugs or alcohol. The positive test results will be made available to the employee.

A portion of each sample taken will be properly preserved, and the employee will be allowed to have the sample tested by his or her own physician.

COMB shall observe all laws and regulations protecting the confidentiality of medical information.

9.14 DRUG AND ALCOHOL POLICY (CONTINUED)

9.14.4 Testing for Illegal Drugs and Alcohol (Continued)

Any employee testing positive for illegal drugs or alcohol or otherwise found to be in violation of this policy will be immediately relieved of duty, without pay or benefits, pending further disciplinary action.

Any employee who refuses to comply with a request for testing will be considered to be insubordinate. Any employee who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from duty immediately, and will be terminated. Refusal to submit to a test can include an inability to provide a blood sample, urine specimen or breathe sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

Any employee may identify someone suspected of being under the influence of drugs and/or alcohol to any supervisory or management personnel. Employees should realize, however, that it is against COMB policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee. However, the supervisor/manager must witness firsthand the employee's signs and symptoms.

9.14.5 Disciplinary Guidelines

The first violation of this Drug and Alcohol Policy may result in immediate termination, particularly whenever the prohibited conduct:

1. Involves the sale, manufacture, possession, distribution, or dispensation of illegal drugs in violation of this policy;
2. Causes injury to the employee or any other person, or, in the sole opinion of COMB, endangered the safety of the employee or any other person;
3. Results in significant damage to COMB property or equipment or, in the sole opinion of COMB, posed a risk of significant damage; or
4. Involves fraudulent/illegal activity;
5. Involves an employee who had not completed the introductory period or was a temporary employee;
6. Triggers a need to invoke the At Will provision/policy of employment.

9.14.6 Effect of Criminal Drug Conviction

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any COMB-related activity or event will be deemed to have violated COMB's Drug and Alcohol Policy and may be subject to discharge.

This page left blank intentionally

SECTION X: TERMINATION

This page left blank intentionally

10.1 TERMINATION

Termination is the severance of the employee-employer relationship, through resignation, layoff, discharge, retirement or death. COMB's termination policy is one of "at-will" employment. This means that you have the right to terminate your employment at any time and COMB may terminate your employment for any reason at any time.

10.1.1 Voluntary Resignation

Voluntary resignation results when an employee voluntarily quits his/her employment at COMB, or fails to report to work for three (3) consecutively scheduled workdays without notice to, or approval by, his/her Division Manager (unless the absence is protected by law). All COMB-owned property, including the following, but not limited to: vehicles, keys, uniforms, identification badges, credit cards, laptop computers and Personal Protective Equipment (PPE) must be returned immediately upon termination of employment. Employees also must return all of COMB's Confidential Information upon separation.

All personal belongings must be removed from COMB premises and vehicles prior to the end of the close of business on the day that employment is terminated. COMB may dispose of any personal items not removed after that time.

In the event of voluntary resignation, COMB requests a minimum of two (2) weeks written notice for non-exempt employees and a minimum of four (4) weeks written notice for exempt employees.

10.1.2 Reductions in Force

Under some circumstances, COMB may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, COMB will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, COMB will take into account the following: the division(s) affected, future requirements, seniority, the skill, productivity, ability and past performance of those involved, and any other factors, at its sole discretion.

At the time of lay-off all COMB-owned property, including the following but not limited to: vehicles, books, personal protective equipment (PPE), keys, uniforms, identification badges and credit cards must be returned immediately. All personal belongings must be removed from COMB premises and vehicles prior to the end of the close of business on the day that employment is terminated. COMB may dispose of any personal items not removed after that time.

COMB is not required to give an employee notice or severance pay if he or she is being terminated due to reduction in force.

10.1.3 Progressive Discipline and Involuntary Termination

Violation of COMB policies and rules may warrant disciplinary action. COMB has a system of progressive discipline that includes verbal warnings, written warnings, suspensions and termination. COMB may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, immediate termination of employment. COMB's policy of progressive discipline in no way limits or alters the at-will employment relationship, and COMB may skip the steps of progressive discipline, as COMB deems appropriate.

10.1 TERMINATION (CONTINUED)

10.1.3 Progressive Discipline and Involuntary Termination (Continued)

At the time of termination all COMB-owned property, which may include, but is not limited to: vehicles, keys, uniforms, identification badges, credit cards, laptop computers and Personal Protective Equipment (PPE) must be returned immediately. All personal belongings must be removed from COMB premises and vehicles immediately upon termination. COMB may dispose of any personal items not collected by the terminated employee.

10.1.4 Exit Interview

Employees who resign are requested to participate in an exit interview with the Administrative Manager/CFO, if possible.

10.1.5 Final Paycheck

You will receive your final paycheck on the next regularly scheduled pay day or earlier if required by law. Unused vacation and sick leave will be paid and calculated based on COMB's Vacation and Sick Leave Policy.

10.2 COBRA

COMB complies with the requirements of COBRA, enacted by Federal law, regarding continued insurance coverage in the event of separation of employment or other qualifying events.

10.2.1 Qualification

Any employee/eligible family member who loses regular group eligibility because of a qualifying event is eligible for enrollment under COBRA.

10.2.2 Qualifying Event

Qualifying event is defined by COBRA regulations and includes loss of coverage due to termination of employment, reduction of hours, death of employee, employee's Medicare entitlement, divorce or legal separation, child ceasing to be eligible, bankruptcy of employer, and expiration of leave criteria. It is the employee's responsibility to inform COMB within 60 days when a qualifying event takes place.

10.2.3 Selection Period

COMB will send written notification to the employee/eligible family member of their right to elect continued coverage, the election period, and premium payments.

10.2.4 Cost

The employee/eligible family member must pay a full monthly premium for each coverage selected plus a 2% administrative charge to COMB by the first day of each month that the premium(s) are due.

10.2.5 Coverage Available

At the time of the qualifying event, whichever health insurance the employee/dependent is enrolled in (Kaiser, Anthem Blue Cross or California Care, Delta Dental, and JPIA Vision Plan) will be considered the coverages available.

10.2.6 Open Enrollment

COBRA participants have the same rights under the plan as active employees. This includes rights during open enrollment periods. When an open enrollment period occurs, COBRA participants will be informed of their rights.

The Open Enrollment Notification shall inform COBRA participants of the open enrollment period, the options available during the open enrollment period and the monthly premium rates for those options.

If you have questions regarding your COBRA benefits, contact the Administrative Manager/CFO.

10.3 REFERENCES

All requests for references must be directed to the General Manager or the Administrative Manager/CFO. No other Division Manager, supervisor or employee is authorized to release references for current or former employees.

No COMB letterhead is to be used by any unauthorized employee for the purpose of generating employee references.

By policy, COMB discloses only the dates of employment and the title of the last position held. If you want any additional information released, you must authorize this in writing.

Violation, misuse, abuse or falsifying employee references may result in disciplinary action, up to and including immediate termination.

10.4 CLOSING

This handbook is intended to give employees a broad summary of things they should know about COMB. The information in this handbook is general in nature. Should questions arise, please consult with the General Manager or Administrative Manager / CFO.

COMB, in its sole discretion, may amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about COMB or its personnel policies and practices.

This page left blank intentionally

SECTION XI: ACKNOWLEDGEMENT

This page left blank intentionally



RECEIPT OF COMB PERSONNEL POLICY AND EMPLOYEE HANDBOOK AND AT-WILL ACKNOWLEDGEMENT

CACHUMA OPERATION AND MAINTENANCE BOARD

ACKNOWLEDGEMENT OF RECEIPT

[EMPLOYEE COPY]

I, _____, acknowledge that I have received a copy of the COMB Personnel Policy and Employee Handbook, have read the Handbook and am familiar with the contents therein. I agree to follow the guidelines and policies contained in the Handbook and any amendments to the Handbook. It is specifically agreed that the Handbook is for informational purposes only, and that it is not a contract for, or a guarantee of, employment or continuing employment. I further understand that COMB has the right to revise the policies and procedures in this Handbook at any time. Any such revisions must be in writing. No statements, representations or actions of any employee or principal of COMB will modify these policies and procedures unless they are in writing.

AT-WILL ACKNOWLEDGEMENT: I also understand and agree that, unless I am advised in writing otherwise, my employment is for no definite period and I am an at-will employee of COMB. This means that I may leave my employment at any time and COMB may terminate my employment at any time, with or without cause, and without any prior notice.

I understand and acknowledge that this constitutes the entire agreement between me and COMB regarding my at-will employment status, and that it supersedes and replaces any prior written, oral or implied agreements concerning this subject. I further agree that this at-will relationship cannot be modified or changed during my employment except by specific written agreement between me and COMB, signed by the General Manager.

Date: _____

Date: _____

Employee Signature

COMB Representative

Print Name

Print Name

This page left blank intentionally



RECEIPT OF COMB PERSONNEL POLICY AND EMPLOYEE HANDBOOK AND AT-WILL ACKNOWLEDGEMENT

CACHUMA OPERATION AND MAINTENANCE BOARD

ACKNOWLEDGEMENT OF RECEIPT

[EMPLOYER COPY]

I, _____, acknowledge that I have received a copy of the COMB Personnel Policy and Employee Handbook, have read the Handbook and am familiar with the contents therein. I agree to follow the guidelines and policies contained in the Handbook and any amendments to the Handbook. It is specifically agreed that the Handbook is for informational purposes only, and that it is not a contract for, or a guarantee of, employment or continuing employment. I further understand that COMB has the right to revise the policies and procedures in this Handbook at any time. Any such revisions must be in writing. No statements, representations or actions of any employee or principal of COMB will modify these policies and procedures unless they are in writing.

AT-WILL ACKNOWLEDGEMENT: I also understand and agree that, unless I am advised in writing otherwise, my employment is for no definite period and I am an at-will employee of COMB. This means that I may leave my employment at any time and COMB may terminate my employment at any time, with or without cause, and without any prior notice.

I understand and acknowledge that this constitutes the entire agreement between me and COMB regarding my at-will employment status, and that it supersedes and replaces any prior written, oral or implied agreements concerning this subject. I further agree that this at-will relationship cannot be modified or changed during my employment except by specific written agreement between me and COMB, signed by the General Manager.

Date: _____

Date: _____

Employee Signature

COMB Representative

Print Name

Print Name

This page left blank intentionally



RECEIPT OF CALIFORNIA DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY

[EMPLOYEE COPY]

COMB does not tolerate and prohibits discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of race, religious creed, color, including hair texture and protective hairstyles associated with race, age for individuals over forty years of age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military and veteran status, pregnancy, childbirth and related medical conditions, or a perception that anyone has any protected characteristics, or is associated with a person who has or is perceived as having any of those characteristics, or any other characteristic protected by applicable federal, state or local laws and ordinances. COMB is committed to a workplace free of discrimination, harassment and retaliation.

DISCRIMINATION DEFINED

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

HARASSMENT DEFINED

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

SEXUAL HARASSMENT DEFINED

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature.

Examples of conduct that violates this policy include:

1. Unwelcome sexual advances, flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. Obscene or vulgar gestures, posters or comments;
4. Sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. Propositions or suggestive or insulting comments of a sexual nature;
6. Derogatory cartoons, posters and drawings;
7. Sexually-explicit e-mails or voicemails;
8. Uninvited touching of a sexual nature;



RECEIPT OF CALIFORNIA DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY (CONTINUED)

9. Unwelcome sexually-related comments;
10. Conversation about one's own or someone else's sex life;
11. Conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. Teasing or other conduct directed toward a person because of the person's gender.

RETALIATION DEFINED

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

1. Shunning and avoiding an individual who reports harassment, discrimination or retaliation;
2. Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and
3. Denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

All discrimination, harassment and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a Division Manager, co-worker, client, customer, vendor or other third party.

REPORTING PROCEDURES

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of his/her Division Manager or any manager of COMB. (Phone numbers are available through the COMB directory.) If this individual is the person toward whom the complaint is directed the employee should contact any higher level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, he/she should contact the Administrative Manager/CFO immediately. (Phone numbers are available through COMB directory.)

Every Division Manager who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally must immediately report the issues raised to the General Manager or the Administrative Manager/CFO.

INVESTIGATION PROCEDURES

Upon receiving a complaint, COMB will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy. To the extent possible, COMB will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances and confidentiality is not guaranteed.



**RECEIPT OF CALIFORNIA DISCRIMINATION, HARASSMENT AND RETALIATION
PREVENTION POLICY (CONTINUED)**

During the investigation, COMB generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, COMB shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. COMB will inform the complainant and the accused of the results of the investigation.

COMB will take appropriate corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if COMB determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, whom COMB determines has engaged in conduct that violates this policy will be subject to discipline, up to and including immediate termination.

Remember, COMB cannot remedy claimed discrimination, harassment or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct which they believe violates this policy.

I have read and I understand COMB California: Discrimination, Harassment and Retaliation Prevention policy.

Signature: _____

Printed Name: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

This page left blank intentionally



RECEIPT OF CALIFORNIA DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY

[EMPLOYER COPY]

COMB does not tolerate and prohibits discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of race, religious creed, color, including hair texture and protective hairstyles associated with race, age for individuals over forty years of age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military and veteran status, pregnancy, childbirth and related medical conditions, or a perception that anyone has any protected characteristics, or is associated with a person who has or is perceived as having any of those characteristics, or any other characteristic protected by applicable federal, state or local laws and ordinances. COMB is committed to a workplace free of discrimination, harassment and retaliation.

DISCRIMINATION DEFINED

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

HARASSMENT DEFINED

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

SEXUAL HARASSMENT DEFINED

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature.

Examples of conduct that violates this policy include:

1. Unwelcome sexual advances, flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. Obscene or vulgar gestures, posters or comments;
4. Sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. Propositions or suggestive or insulting comments of a sexual nature;
6. Derogatory cartoons, posters and drawings;
7. Sexually-explicit e-mails or voicemails;
8. Uninvited touching of a sexual nature;



RECEIPT OF CALIFORNIA DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY (CONTINUED)

9. Unwelcome sexually-related comments;
10. Conversation about one's own or someone else's sex life;
11. Conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. Teasing or other conduct directed toward a person because of the person's gender.

RETALIATION DEFINED

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

1. Shunning and avoiding an individual who reports harassment, discrimination or retaliation;
2. Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and
3. Denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

All discrimination, harassment and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a Division Manager, co-worker, client, customer, vendor or other third party.

REPORTING PROCEDURES

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of his/her Division Manager. (Phone numbers are available through the COMB directory.) If this individual is the person toward whom the complaint is directed the employee should contact any higher level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, he/she should contact the Administrative Manager/CFO immediately. (Phone numbers are available through COMB directory.)

Every Division Manager who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally must immediately report the issues raised to the General Manager or the Administrative Manager/CFO.

INVESTIGATION PROCEDURES

Upon receiving a complaint, COMB will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy. To the extent possible, COMB will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.



**RECEIPT OF CALIFORNIA DISCRIMINATION, HARASSMENT AND RETALIATION
PREVENTION POLICY (CONTINUED)**

During the investigation, COMB generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, COMB shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. COMB will inform the complainant and the accused of the results of the investigation.

COMB will take appropriate corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if COMB determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, whom COMB determines has engaged in conduct that violates this policy will be subject to discipline, up to and including immediate termination.

Remember, COMB cannot remedy claimed discrimination, harassment or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct which they believe violates this policy.

I have read and I understand COMB California: Discrimination, Harassment and Retaliation Prevention policy.

Signature: _____

Printed Name: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

This page left blank intentionally

This page left blank intentionally



Cachuma Operation and Maintenance Board
3301 Laurel Canyon Road
Santa Barbara, CA 93105
www.cachuma-board.org

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	September 25, 2023
Submitted by:	Joel Degner
Approved by:	Janet Gingras

SUBJECT: 2023 Storm Damage – County-wide Debris Removal Construction Contract Change Order

RECOMMENDATION:

The Board receive and file the project summary and approved change order for construction costs on the County-wide Debris Removal Project related to the 2023 Winter Storms.

SUMMARY:

The severe storm event on January 9, 2023 triggered debris flows in canyons and creeks of Santa Barbara County. The county-wide debris removal project removed sediment deposited into the Lauro Debris Basin, the San Roque Road Debris Basin, the Toro Canyon Blowoff vault, and into the Carpinteria Toe drain vault to enable restoration of their functionality. The debris removal work contracted with Peter Lapidus Construction occurred from August 9 to August 23, 2023.

BACKGROUND:

Staff submitted a Request for Public Assistance (RPA) through the FEMA process for damages suffered from the January 2023 storm events. The RPA was approved and site inspections have been conducted on the debris-laden basins and vaults. COMB engaged Flowers and Associates Engineers to prepare the bid documents for public solicitation and engineering designs and specifications. The bid documents were published on at a public bid room (Tri-County Reprographics), posted on COMB website, and seven contractors were notified of the bid availability. A mandatory pre-bid meeting was conducted on June 8th, 2023 with four contractors attending. Sealed bids were opened on June 14th, 2023 with one bid received from Peter Lapidus Construction.

The bid work involved excavation, removal, transportation, and disposal of 340 cubic yards of sediment from San Roque Road culvert debris basin, 3,000 cubic yards of sediment from the Lauro Debris Basin, 11 cubic yards of sediment from the Toro Canyon Blowoff, and 15 cubic yards of debris from the Carpinteria Toe Drain Structure. The Toro Canyon work also requires minor structure repairs. The debris removal worked occurred from August 9 to August 23, 2023. The actual quantities removed exceeded the bid quantities (Table 1). The bid quantities were based on removing the debris that occurred during the 2023 storm event. Based on the documentation COMB had prior to the event, approximately 200 cubic yards of material were already in the basin prior to the storm event at Lauro Debris Basin. For Lauro Debris Basin an additional 44 cubic yards of material were removed beyond the material deposited in 2023, so that the basin post removal was closer to the designed capacity. For San Roque Debris Basin – additional 250 cubic yards of material were removed than in the bid documents to restore the basin to its original constructed capacity compared to only removing the material that as deposited during the 2023 storm event. For the Carpinteria Toe Drain, the quantity of material was estimated with a factor to account for the water added during vacuum extraction. During the removal, the contractor was able to remove all the material in the vault with less water than was estimated in the bid documents which revised the quantity down. Table 1 provides a summary of the bid amounts and the actual amounts removed on which payment

is based. The change in quantities increased the price of the contract overall by \$18,964, which is within the approval authority of the General Manager. The contractor stopped at the bid quantities and the COMB engineer, in coordination with Flowers and Associates, discussed the proposed change in quantities with the General Manager prior to directing the contractor to remove the additional material. The additional quantities removed beyond those deposited in the 2023 storm event will better prepare COMB for future storm events at the Lauro Debris Basin and San Roque Road Debris Basin. Quantities were based on trucked material and each truck's capacity was measured and each load was inspected by a monitor and a load ticket provided when the loading occurred, and which was received by a monitor at the permitted disposal site on agricultural land in Carpinteria.

Table 1. County-Wide Debris Removal related to 2023 Winter Storms Project Costs

Item No.	Est. Qty	Units	Description	Unit Price (Bid)	Bid Amount	Actual Quantity	Final Amount	Change
1	1	LS	Mobilization	\$45,000	\$45,000	1	\$45,000	\$0
2	3,000	CY	Lauro Debris Basin	\$59	\$177,000	3,044	\$179,596	\$2,596
3	340	CY	San Roque Debris Basin	\$78	\$26,520	590	\$46,020	\$19,500
4	1	LS	Toro Canyon	\$44,676	\$44,676	1	\$44,676	\$0
5	15	CY	Carpinteria Toe Drain Vault	\$1,044	\$15,660	12	\$12,528	-\$3,132
Total					\$308,856		\$327,820	\$18,964.

ENVIRONMENTAL COMPLIANCE:

Debris removal from debris basins and vaults is covered under Reclamation Categorical Exclusion Checklist completed for COMB's 2020 O&M contract renewal. The bid documents require that the debris removed is disposed of at a permitted site per FEMA requirements.

FISCAL IMPACTS:

The Fiscal Year 2023-24 Operating Budget includes funding for the 2023 Winter Storm Repairs. COMB has applied for public assistance funding for the debris removal under disaster DR-4683-CA. A portion of the costs is expected to be offset through FEMA and CalOES funding. However, quantities removed in excess of the material that was deposited during the 2023 storm event will likely not be reimbursed.

LIST OF EXHIBITS:

N/A



Figure 1. Lauro Debris Basin post-storm and de-watered, left (a), (c); post sediment removal, right (b), (d).



Figure 2. County-Wide Debris Removal related to 2023 Winter Storms Project Costs – San Roque Debris Basin (a) pre-storm), (b) post-storm, (c) post debris removal; Toro Canyon Blowoff (d) post-storm, (e) post debris removal; Carpintera Toe Drain (f) post-storm, (g) during debris removal, (h) post debris removal.

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	September 25, 2023
Submitted by:	Joel Degner
Approved by:	Janet Gingras

SUBJECT: 2023 Storm Damage – Lauro Reservoir Spillway Stilling Well – Debris Removal Construction Contract

RECOMMENDATION:

The Board of Directors review the construction costs for the Lauro Reservoir Spillway Stilling Well – Debris Removal performed by Badger Daylighting, Inc. and ratify the contract amount up to \$66,500.

SUMMARY:

The Lauro Reservoir Spillway Stilling Well was filled with sediment and debris during the 2023 Winter Storms which restricted the flow in the spillway. Removal of the sediment as quickly as possible was the highest priority work for COMB following an inspection performed by Reclamation in early August. The removal work occurred from August 28th to September 7th, 2023. More sediment was encountered than expected. The original contract amount of \$48,583 with Badger Daylighting was for five days of work, which fell within the General Manager’s authority to approve. However, the work ended up taking seven and a half days and the actual costs were \$66,500. Given the emergency nature of the work, the General Manager approved the continued work beyond the original contract amount and notified the Board President, and per COMB’s procurement policy, is submitting the emergency work to the Board for ratification after the fact.

BACKGROUND:

Lauro Reservoir is a drinking water supply reservoir which serves over 120,000 people living along the south coast of Santa Barbara County, CA. Natural flows traveling within the watershed upstream of Lauro Reservoir are required by the Division of Drinking Water to be routed around the reservoir for public safety. The watershed flows are currently captured by Lauro Debris Basin and diverted around the reservoir through either the spillway overflow into a 24" HDPE storm drain, or onto the Lauro Reservoir Bypass Channel emergency overflow during more extreme storm events and then into the Lauro Reservoir Spillway Conduit and Stilling Well which outflows into San Roque Creek.

The severe storm event on January 9, 2023 triggered landslides and debris flows in canyons and creeks of Santa Barbara County. The storm resulted in the overflow of Lauro Debris Basin and deposition of sediment and debris in the Lauro Bypass Storm Drain and Spillway Conduit. Subsequent storms transported the material into the Lauro Spillway Stilling Well. This accumulated debris and sediment restricted the flow from the Lauro Reservoir Spillway Conduit into San Roque Creek. Reclamation inspected the facility on August 2nd and indicated that they would likely issue a Category 1 Recommendation if the material was not removed from the stilling well before the end of August as it is important for the safety of the dam that the flow from the spillway is not restricted during the upcoming winter storm season.

The stilling well outflows into San Roque Creek. San Roque Creek is critical habitat for Southern Steelhead and COMB has been avoiding any work which could impact critical habitat for Southern Steelhead while the re-consultation with National Marine Fisheries Service is on-going. In order to avoid impacts to the

creek, COMB received a temporary entry permit from Santa Barbara County for access from the west side through the County maintenance road from San Roque Debris Basin. Large vacuum truck contractors were contacted and two (Badger Daylighting and National Plant) thought it would be difficult, but feasible, to vacuum the material out of the vault with the vacuum hose suspended over the creek if sufficient water was mixed with the material prior to vacuuming. COMB received two quotes for a week of a combo hydrojetter vacuum truck. Badger Daylighting submitted the lower cost proposal at \$48,583.

Work was originally planned for August 21st but was delayed one week to August 28th due to the potential impacts that Hurricane Hillary could have on the removal work. Originally, it was estimated that there would be approximately 20 to 40 cubic yards of material within the structure and it would take up to five days. It was difficult to know exactly how much sediment was deposited in the structure. In the end, approximately 65 cubic yards of material were removed from the vault over a period of seven and half days (8/28/23 through 9/7/23). The spillway conduit terminates in a 12.5 foot deep, 8 by 8 foot square vault within the structure to de-energize or still the water before it goes into San Roque Creek. To help reduce costs and complete the project as quickly as possible, COMB staff performed the confined space work guiding the pressurized water hose and vacuum in the vault while Badger's crew operated the vacuum and hydrojetter from the outside. COMB biologists performed pre-project surveys for sensitive species and were onsite every day for the vacuum work. No listed species were found but California tree frogs were relocated away from the work area if found. Three sandbag check dams were also installed below the stilling well to prevent the hydrojetted material from being able reaching San Roque Creek. At no time did sediment or runoff discharge into San Roque Creek from the stilling well during the debris removal. Three hundred feet of 6" vacuum hose was utilized to reach the structure from the vacuum truck and at the creek crossing suspended over the creek. Overall, 26 loads were required to remove the sediment from the structure. Due to the higher than expected sediment found within the structure, the costs exceeded the original contract amount with Badger Daylighting. The total invoiced cost for the labor and equipment was \$66,500. COMB has requested clarification on several items on the invoices and if adjustments are agreed to, the costs could be reduced by several thousand dollars.

While the stilling basin is cleared, there was still sediment observed in the spillway conduit that could not be reached by the vacuum truck and jetting equipment above the stilling well. COMB staff is investigating a camera inspection and plans to monitor the stilling well closely in future storm events.

ENVIRONMENTAL COMPLIANCE:

An emergency NOE (CEQA) was filed with the County of Santa Barbara on February 16, 2023 related to the damage caused by the January storms. Debris removal from the stilling basin is categorically excluded under NEPA (CEC 20-028) as long as cleared soil and debris are stockpiled in a manner to avoid sedimentation or runoff into adjacent water bodies. COMB staff reviewed the details of the project with Reclamation environmental staff prior to implementing the project to ensure consistency with the existing CEC.

FISCAL IMPACTS:

The Fiscal Year 2023-24 Operating Budget includes funding for the Lauro Spillway Stilling Well Debris Removal as part of the 2023 Winter Storm Repairs. COMB has applied for public assistance funding for the debris removal under disaster DR-4699-CA. A portion of the cost is expected to be offset through FEMA and CalOES funding.

LIST OF EXHIBITS:

N/A



Figure 1. Lauro Reservoir Spillway Stilling Well (a) debris deposited during 2023 winter storms; (b) stilling well post debris removal.



Figure 2. Lauro Reservoir Spillway Stilling Well (a) combination hydrojetting vacuum truck utilized to remove debris; (b) 300 feet of 6-in corrugated HDPE pipe utilized to transport vacuumed sediment and water and sandbag dams utilized to contain the sediment.

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	September 25, 2023
Submitted by:	Tim Robinson
Approved by:	Janet Gingras

SUBJECT: Lake Cachuma Oak Tree Restoration Program Annual Report

RECOMMENDATION:

The Board of Directors receive and file the 2022 Lake Cachuma Oak Tree Restoration Program Annual Report with Fiscal Year 2022-23 financials and water use information and provide direction to staff including implementing the recommendations as stated in the executive summary of the report.

SUMMARY:

Staff will provide an overview of the status of the Lake Cachuma Oak Tree Restoration Program (Program) and will review the 2022 Annual Report with Fiscal Year 2022-23 financials and water usage. The Annual Report provides suggestions for future work. The Lake Cachuma Oak Tree Committee reviewed the executive summary and suggestions for future work and agrees with staff recommendations as provided in the report.

FISCAL IMPACTS:

The current Fiscal Year 2023-24 COMB Operating Budget includes \$15,000 for the Oak Tree Restoration Program which provides funding for consultant work and materials and supplies. In addition, program expenditures in Fiscal Year 2022-2023 included staff time in the amount of \$79,567

COMMITTEE STATUS:

The Lake Cachuma Oak Tree Committee reviewed the 2022 Annual Oak Tree Report with Fiscal Year 2022-23 financials and water use information and forwards the Annual Report to the Board with the recommendations as cited in the executive summary.

LIST OF EXHIBITS:

1. 2022 Lake Cachuma Oak Tree Restoration Program Annual Report

THIS PAGE INTENTIONALLY LEFT BLANK

LAKE CACHUMA OAK TREE RESTORATION PROGRAM

2022 ANNUAL REPORT

with

Fiscal Year 2022/2023 Financials and Water Usage



Replanted oak trees at Live Oak Camp

Prepared for: Cachuma Operation and Maintenance Board

Prepared by: Timothy H. Robinson (COMB), Scott J. Volan (COMB), Daniel Razo (COMB), and Kenneth A. Knight (Kenneth A. Knight, Consulting)

August 30, 2023

Executive Summary

The following is the annual report for the Lake Cachuma Oak Tree Restoration Program that contains the results of the 2022 annual inventory of all planted mitigation oak trees and the Fiscal Year 2022-2023 financial and water usage details. The results of the 2015 Lakeshore Survey set the mitigation number for the Lake Cachuma Oak Tree Restoration Program at 4,722 by 2025 (COMB, 2016). This number included the established mitigation ratio of two to one (2:1) (4,002) and an 18% mortality rate that was determined from the 2015 and 2016 annual survey reports (COMB, 2017a; COMB, 2017b). The determined mortality rate provides the margin needed to reach the specific mitigation target number of 4,002 alive and self-sustaining oak trees at the end of 2025. As of the end of this year's inventory, 5,740 oak trees have been planted (and 57 adopted trees for a total of 5,797 trees) and 4,637 are alive which is a survival rate of 79.99% (Figures 1, 3 and 4). No new mitigation trees will be planted next year since it takes approximately 3 years for an oak tree to become self-sustaining. From now until the end of 2025, a slow decline in the number of alive trees is expected heading to the end of 2025. The current margin (alive minus target) is 635 trees above the target number of 4,002 trees. The cost of the program during Fiscal Year 2022/2023 was \$88,368 with a total cost of the program since it started in 2005 of \$2,111,452. Water usage for irrigation over the year was 0.56 acre-feet.

Recommendations for next year to meet the program mitigation objective in 2025 would be to continue to provide routine irrigation support as needed to the newer trees (Year 11, 12, and 13), mulch as many trees as possible, weed as many trees as possible at the end of the wet season, remove deer cages when trees are taller than 6 feet, and perform structural pruning of selected trees in the winter.

Introduction/Background

This Annual Report presents the results of the 2022 oak tree inventory and Fiscal Year 2022/2023 (FY22/23) maintenance with water use and financials for the Lake Cachuma Oak Tree Restoration Program (Program). For Program details and objectives, see the 2-Year Plan for Fiscal Years 2013/14 and 2014/15 (COMB, 2014). This annual report contains oak tree survival rates, maintenance with water usage, financials, and suggested program improvements. Annual Reports have been written for each year of the Program. References for the recent reports are as follows: 2015 (COMB, 2017a), 2016 (COMB, 2017b), 2017 (COMB, 2018), 2018 (COMB, 2019), 2019 (COMB, 2020), 2020 (COMB, 2021), and 2021 (COMB, 2022).

There were 6 new oak trees planted and 75 oak trees replanted during FY22/23 at Lake Cachuma County Park (including Live Oak Camp) in the Year (YR) 13, YR12, YR10, YR9, and YR8 year classes (Figure 2). The survey results for this reporting period are presented by the year of the program that they were planted that includes the financials and maintenance effort.

Results

The 2022 inventory (or survey) of the oak trees planted through the Lake Cachuma Oak Tree Restoration Program was completed on 5/19/23 with the data entry and quality-assurance/quality-control occurring during the following week. The objective of the annual survey is to determine the status and success rate of the trees planted since the beginning of the program with thirteen years of plantings; Year 1 (2005-2006), Year 2 (2006-2007), Year 3 (2007-2008), Year 4 (2008-2009), Year 5 (2009-2010), Year 6 (2010-2011), Year 7 (2014-2015), Year 8 (2015-2016), Year 9 (2016-2017), Year 10 (2018-2019), Year 11 (2019-2020), Year 12 (2020-2021), Year 13 (2021-2022), and the Dam Tender (DT) trees (approximately 2005 through 2018). Annual surveys traditionally are conducted in the late fall and early winter to best document the survival after the dry season and growth since the last survey. With the increased number of planted trees in recent years (and the extremely wet year

conditions), the annual inventory takes longer with the objective now of completion by late spring of the following year. Methods for reducing the survey time continue to be investigated and implemented.

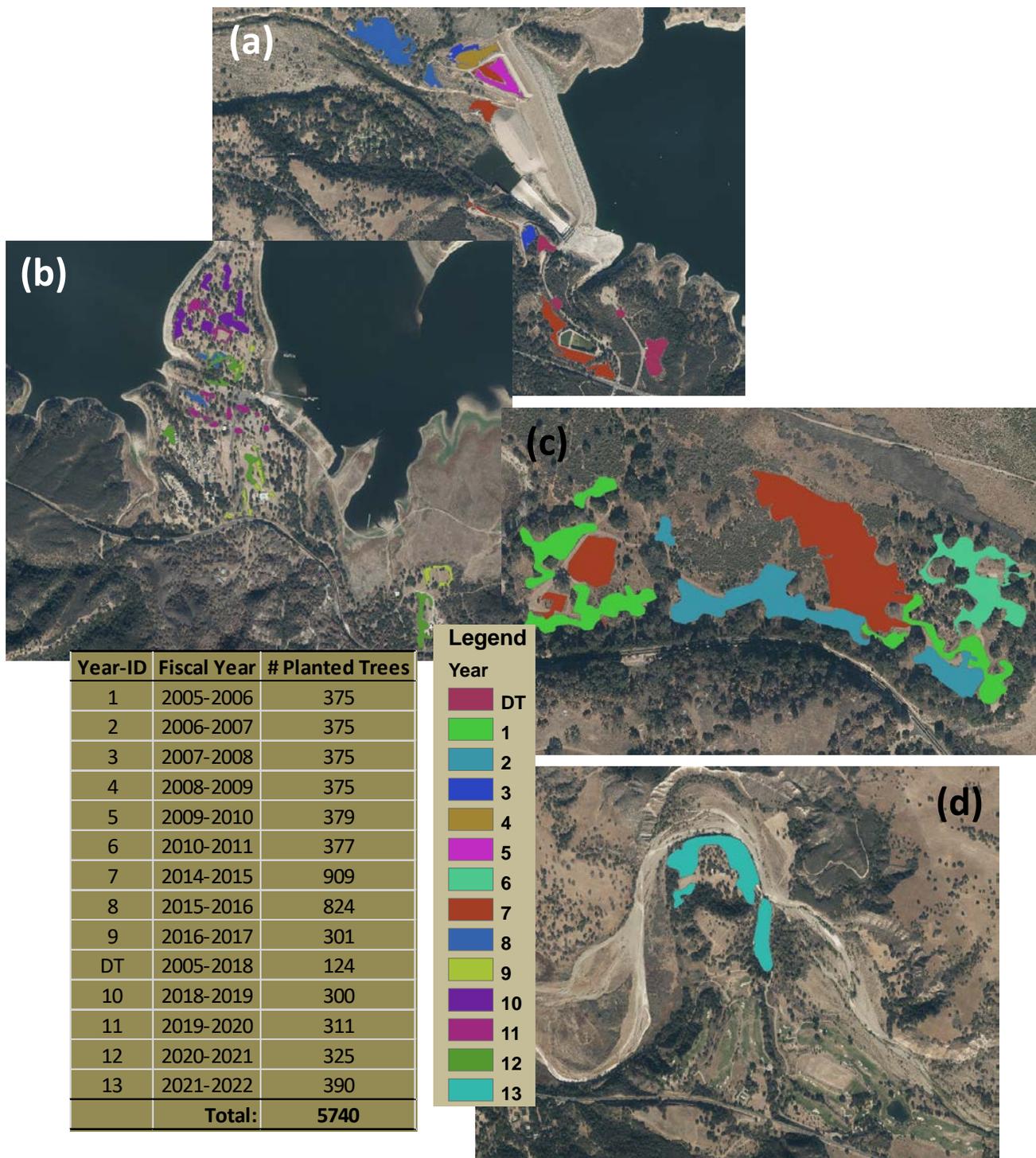


Figure 1: Oak tree planting locations by year planted (Year-ID) at; (a) Bradbury Dam area, (b) Cachuma Lake Recreation Area (County Park), (c) Storke Flats, and (d) Live Oak Camp.

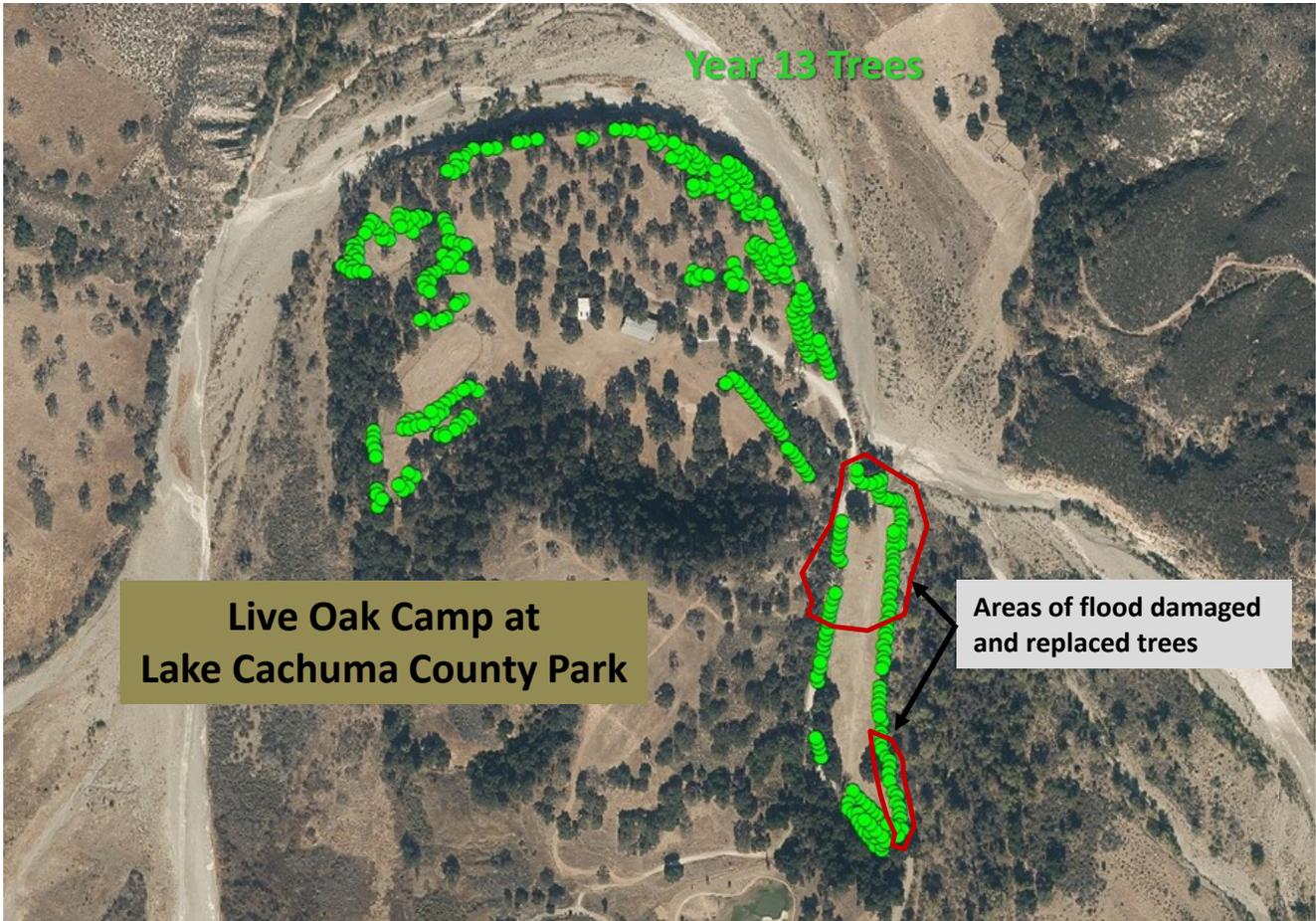


Figure 2: Year 13 trees within Live Oak Camp at Lake Cachuma County Park highlighting the area of flood damaged in 2023 and replaced trees.

The following figures and tables are the results of the survey in 2022 with 2021 results included for comparison; overall success rates in 2021 and 2022 (Figures 3 and 4) and success by planting year in 2021 and 2022 (Figures 5-18). The overall success rate went from 81.37% in 2021 to 79.99% in 2022; which includes Year 13 trees and replaced dead trees in Year 8, Year 9, Year 10, Year 12, and Year 13.

Prior to WY2017, six consecutive years of below average rainfall were observed that made it difficult for planted trees to survive particularly in the Year 1 through Year 6 trees that were thought to be self-sustaining by now at a minimum of ten years since planted. The number of required mitigated trees from the Lake Cachuma Surcharge Project was set in 2015 and reported in the 2015 Lakeshore Survey Report (COMB, 2016). The required mitigation ratio is two to one (2:1) survival rate (self-sustaining) in 2025. The results of the 2015 Lakeshore Survey found there were 879 dead and 1,122 at-risk oak trees. With a 2:1 mitigation ratio and an estimated 18% mortality rate, it was estimated that 4,722 trees would need to be planted to meet our mitigation requirement of 4,002 alive oak trees in 2025. To date, there are 4,637 planted alive trees suggesting a 635 tree margin to reach the mitigation target number of 4,002.

The large storms of WY2023 resulted in significant stream runoff that flooded and caused damage to areas where Program oak trees were planted. Specifically, the lower section of the planting areas at Live Oak Camp got flooded due to an adjacent creek jumping its banks and flowing right through the

parking lot and the planting area (Figure 19). Multiple trees were washed away or damaged. The County worked with the landowner to clear out the stream and recondition the parking area once flows subsided and the area dried out. It wasn't until the beginning of May that the crew could access the area and replant damaged or lost mitigation trees to return the number of alive Year 13 trees back to 100% (Figure 20).

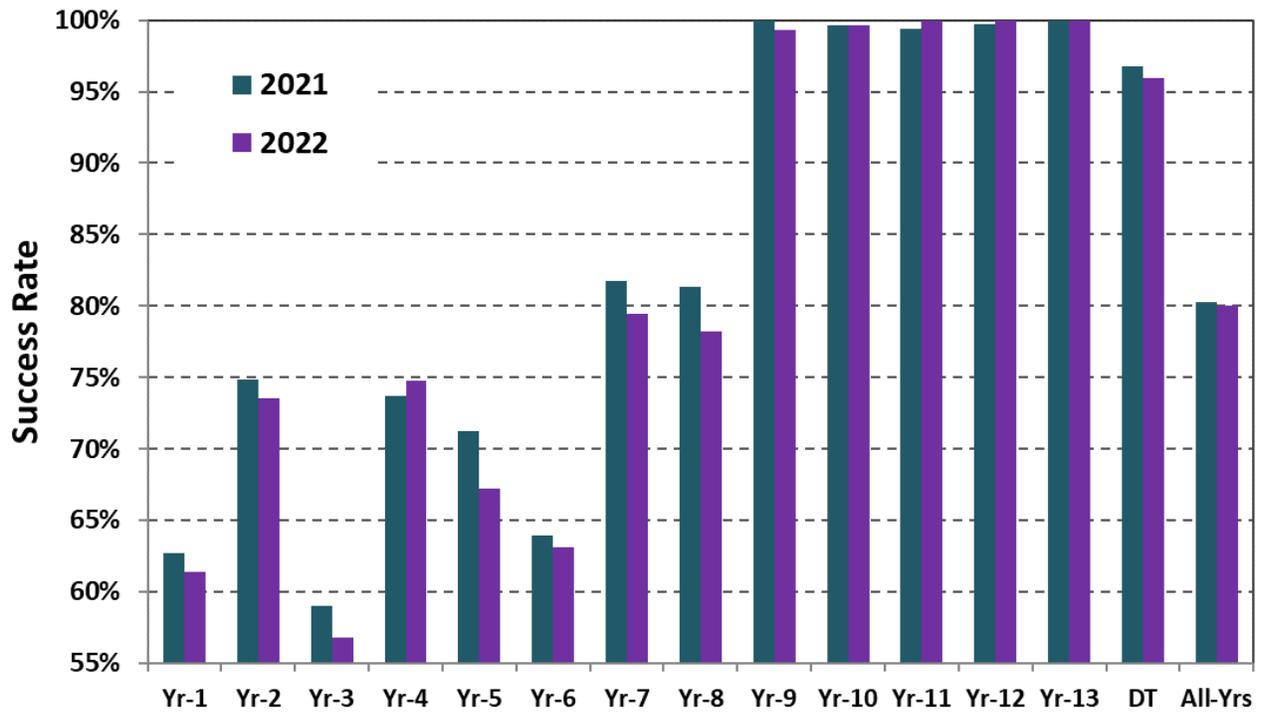


Figure 3: Success rate comparison from 2021 to 2022 for each and all tree years (Yr).

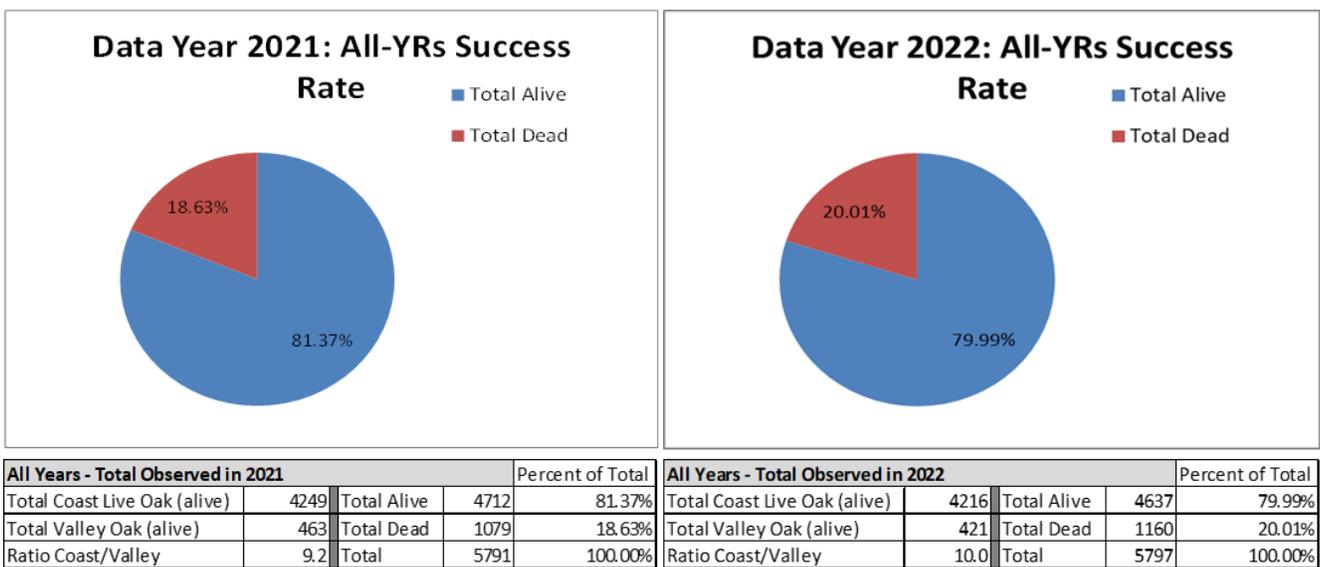


Figure 4: 2021 and 2022 status of oak trees from all years (Years 1 through 13) planted; including DT trees.

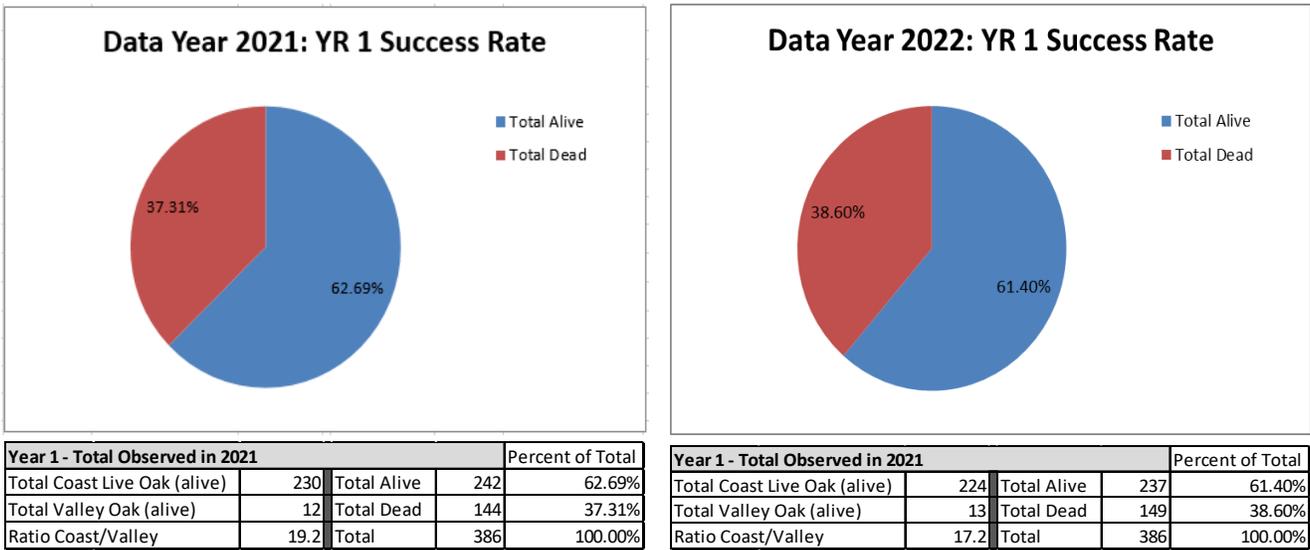


Figure 5: Status comparison of Year 1 trees from 2021 to 2022.

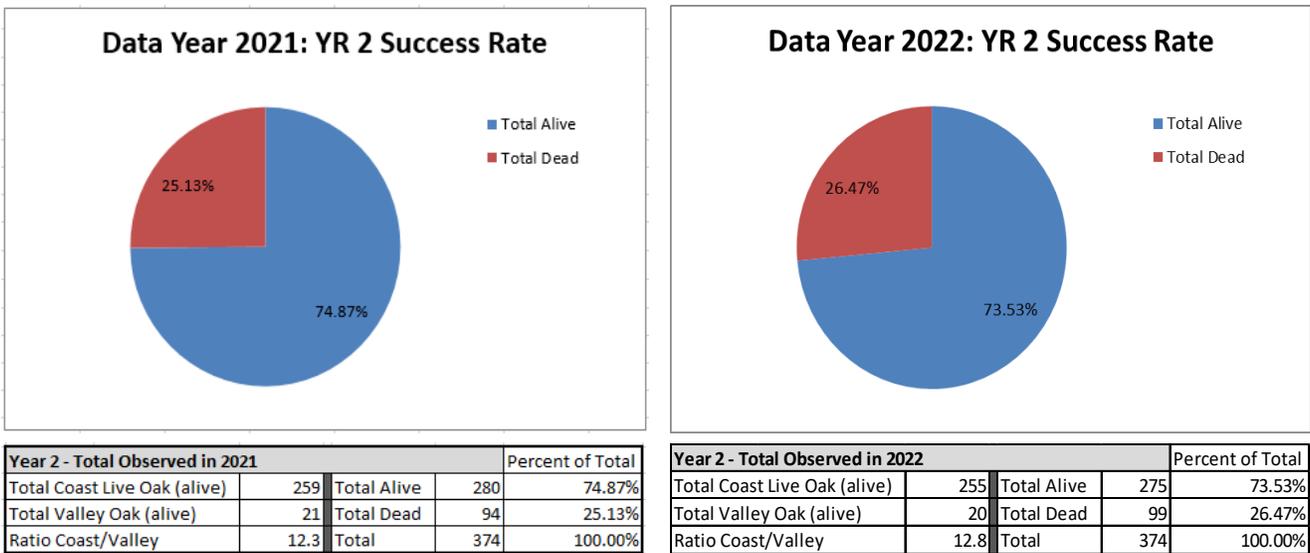
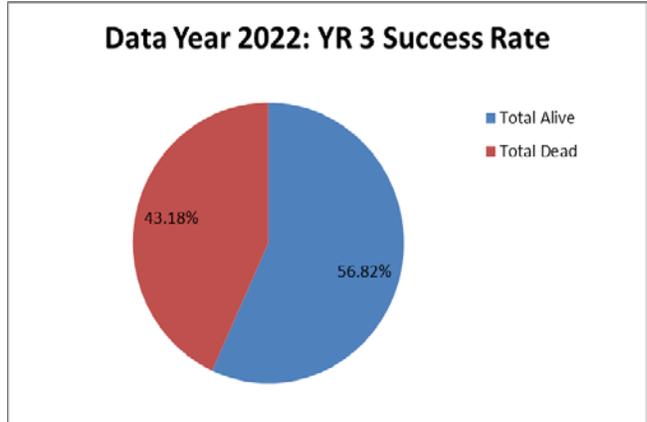
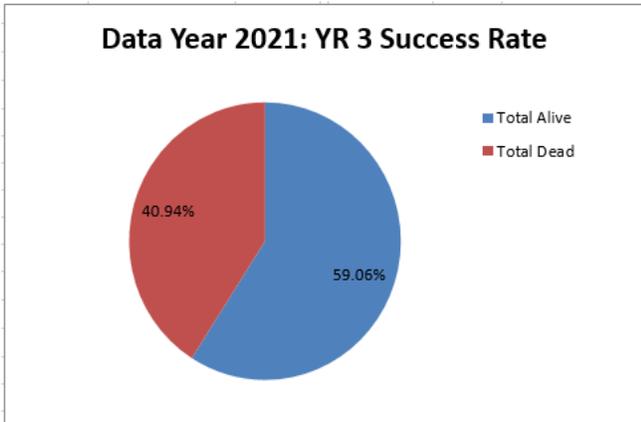


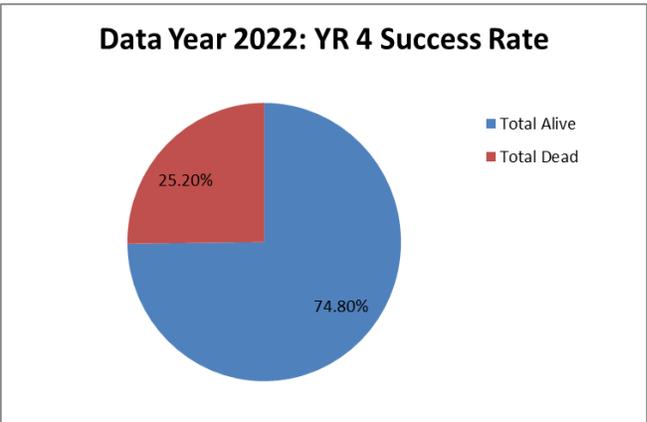
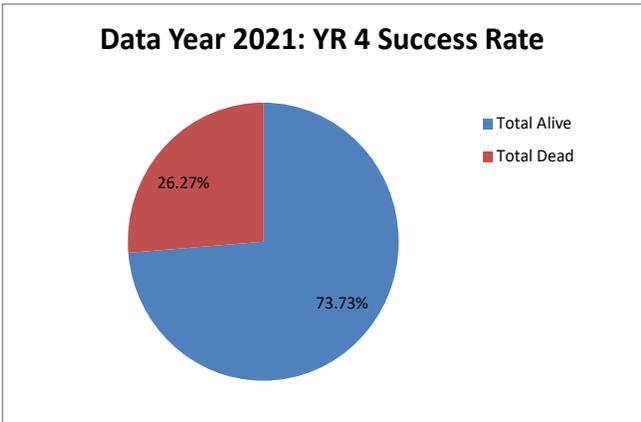
Figure 6: Status comparison of Year 2 trees from 2021 to 2022.



Year 3 - Total Observed in 2021		Percent of Total	
Total Coast Live Oak (alive)	214	Total Alive	238
Total Valley Oak (alive)	24	Total Dead	165
Ratio Coast/Valley	8.9	Total	403
			100.00%

Year 3 - Total Observed in 2022		Percent of Total	
Total Coast Live Oak (alive)	209	Total Alive	229
Total Valley Oak (alive)	20	Total Dead	174
Ratio Coast/Valley	10.5	Total	403
			100.00%

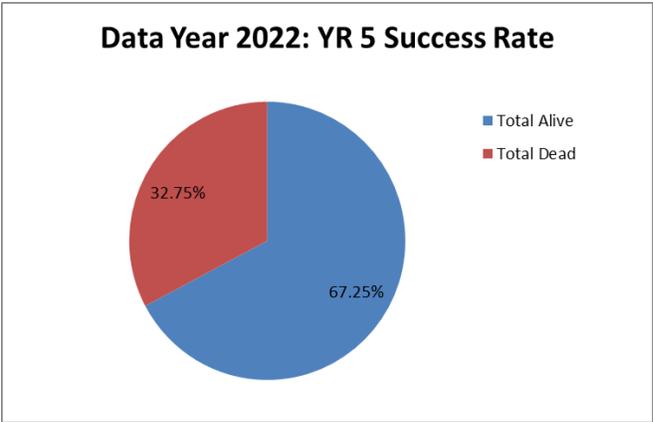
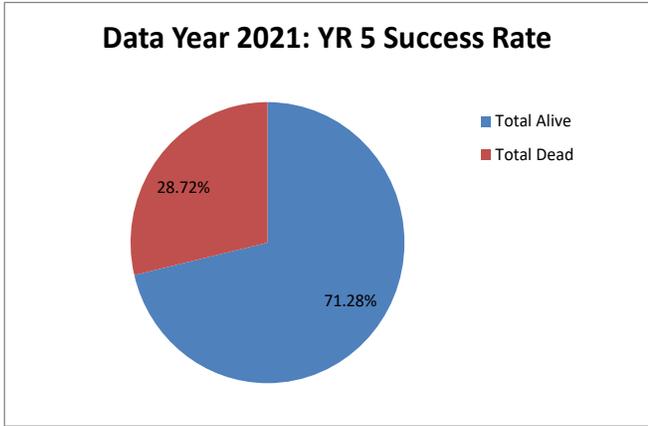
Figure 7: Status comparison of Year 3 trees from 2021 to 2022.



Year 4 - Total Observed in 2021		Percent of Total	
Total Coast Live Oak (alive)	249	Total Alive	275
Total Valley Oak (alive)	26	Total Dead	98
Ratio Coast/Valley	9.6	Total	373
			100.00%

Year 4 - Total Observed in 2022		Percent of Total	
Total Coast Live Oak (alive)	254	Total Alive	279
Total Valley Oak (alive)	25	Total Dead	94
Ratio Coast/Valley	10.2	Total	373
			100.00%

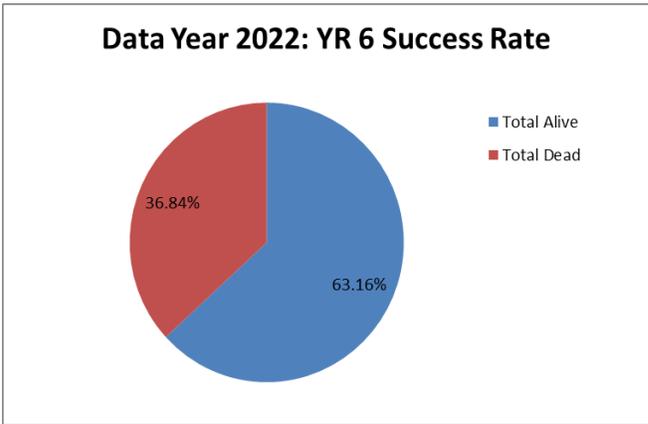
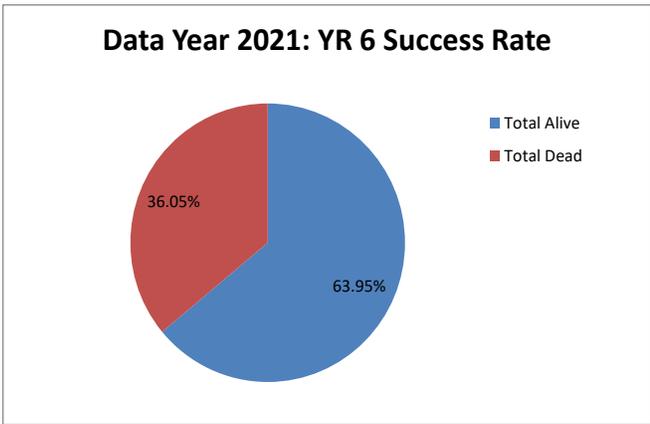
Figure 8: Status comparison of Year 4 trees from 2021 to 2022.



Year 5 - Total Observed in 2021			Percent of Total	
Total Coast Live Oak (alive)	232	Total Alive	283	71.28%
Total Valley Oak (alive)	50	Total Dead	114	28.72%
Ratio Coast/Valley	4.6	Total	397	100.00%

Year 5 - Total Observed in 2022			Percent of Total	
Total Coast Live Oak (alive)	231	Total Alive	267	67.25%
Total Valley Oak (alive)	36	Total Dead	130	32.75%
Ratio Coast/Valley	6.4	Total	397	100.00%

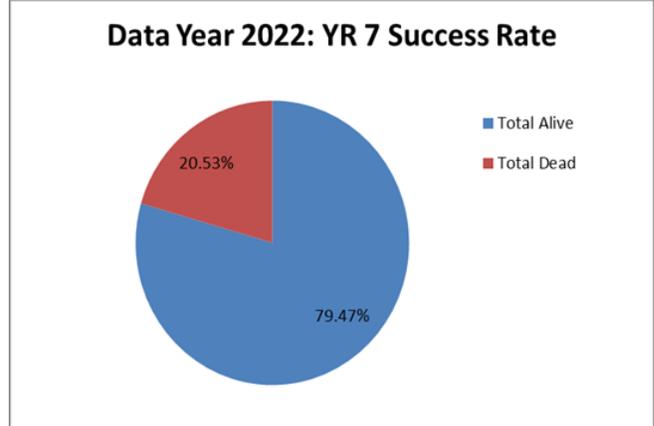
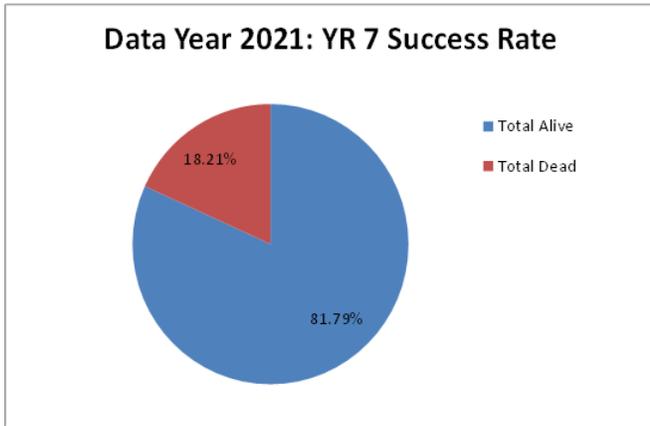
Figure 9: Status comparison of Year 5 trees from 2021 to 2022.



Year 6 - Total Observed in 2021			Percent of Total	
Total Coast Live Oak (alive)	212	Total Alive	243	63.95%
Total Valley Oak (alive)	31	Total Dead	137	36.05%
Ratio Coast/Valley	6.8	Total	380	100.00%

Year 6 - Total Observed in 2022			Percent of Total	
Total Coast Live Oak (alive)	212	Total Alive	240	63.16%
Total Valley Oak (alive)	28	Total Dead	140	36.84%
Ratio Coast/Valley	7.6	Total	380	100.00%

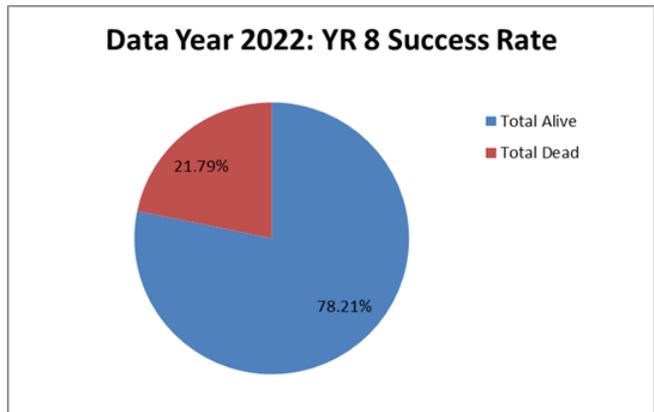
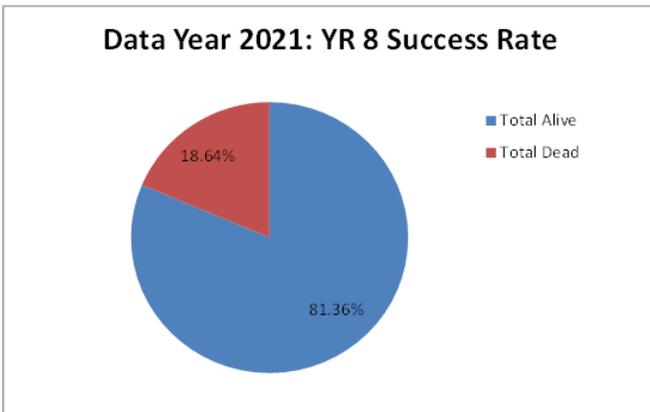
Figure 10: Status comparison of Year 6 trees from 2021 to 2022.



Year 7 - Total Observed in 2021		Percent of Total	
Total Coast Live Oak (alive)	610	Total Alive	741
Total Valley Oak (alive)	131	Total Dead	165
Ratio Coast/Valley	4.7	Total	906
			100.00%

Year 7 - Total Observed in 2022		Percent of Total	
Total Coast Live Oak (alive)	600	Total Alive	720
Total Valley Oak (alive)	120	Total Dead	186
Ratio Coast/Valley	5.0	Total	906
			100.00%

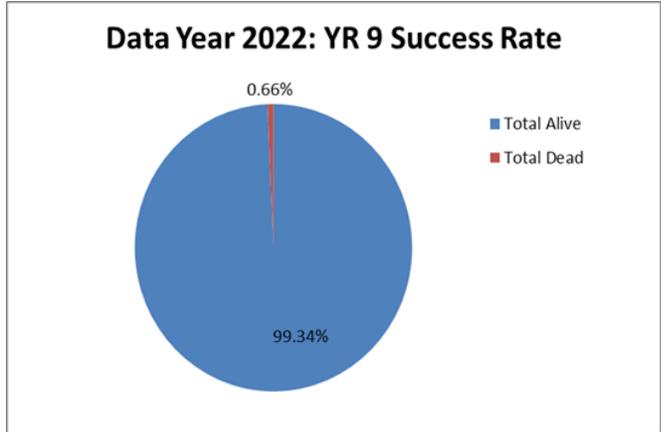
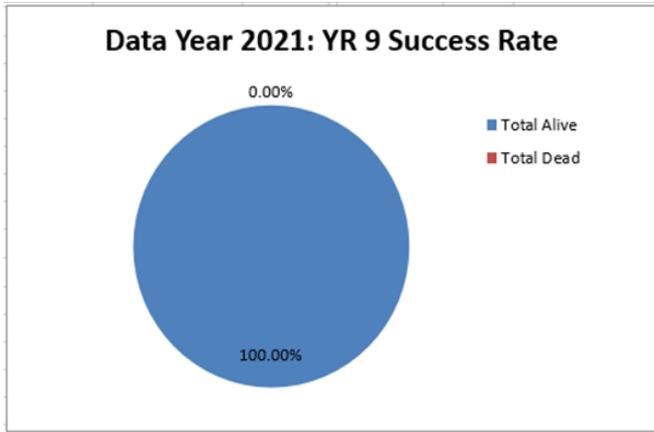
Figure 11: Status comparison of Year 7 trees from 2021 to 2022.



Year 8 - Total Observed in 2021		Percent of Total	
Total Coast Live Oak (alive)	625	Total Alive	672
Total Valley Oak (alive)	47	Total Dead	154
Ratio Coast/Valley	13.3	Total	826
			100.00%

Year 8 - Total Observed in 2022		Percent of Total	
Total Coast Live Oak (alive)	599	Total Alive	646
Total Valley Oak (alive)	47	Total Dead	180
Ratio Coast/Valley	12.7	Total	826
			100.00%

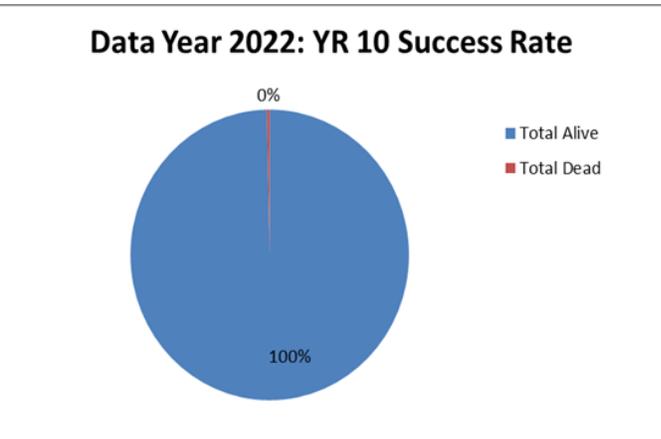
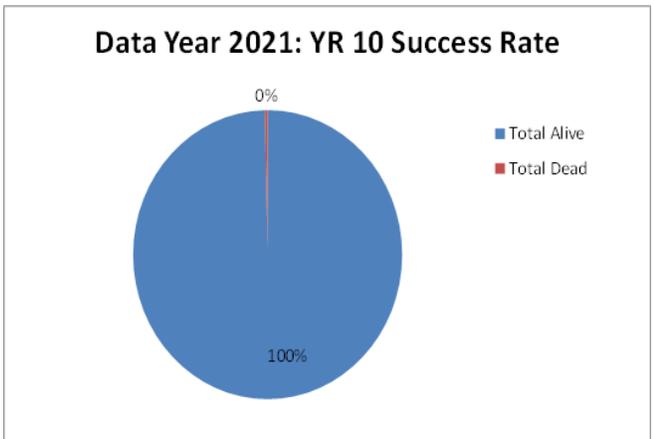
Figure 12: Status comparison of Year 8 trees from 2021 to 2022.



Year 9 - Total Observed in 2021		Percent of Total	
Total Coast Live Oak (alive)	283	Total Alive	301
Total Valley Oak (alive)	18	Total Dead	0
Ratio Coast/Valley	15.7	Total	301
			100.00%

Year 9 - Total Observed in 2022		Percent of Total	
Total Coast Live Oak (alive)	279	Total Alive	299
Total Valley Oak (alive)	20	Total Dead	2
Ratio Coast/Valley	14.0	Total	301
			100.00%

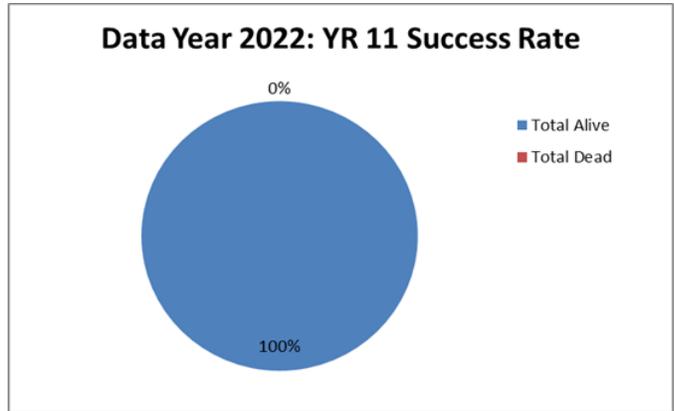
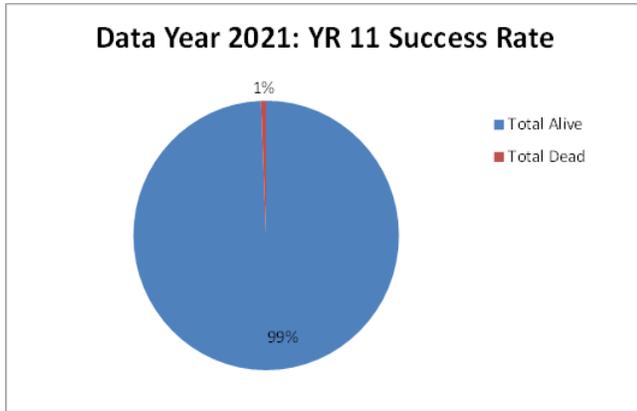
Figure 13: Status comparison of Year 9 trees from 2021 to 2022.



Year 10 - Total Observed in 2021		Percent of Total	
Total Coast Live Oak (alive)	272	Total Alive	299
Total Valley Oak (alive)	27	Total Dead	1
Ratio Coast/Valley	10.1	Total	300
			100.00%

Year 10 - Total Observed in 2022		Percent of Total	
Total Coast Live Oak (alive)	272	Total Alive	299
Total Valley Oak (alive)	27	Total Dead	1
Ratio Coast/Valley	10.1	Total	300
			100.00%

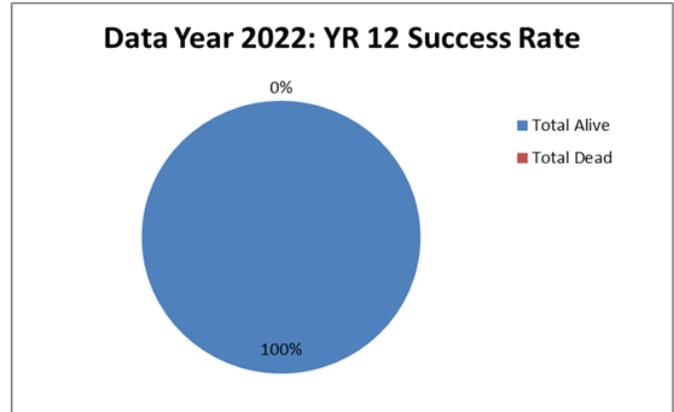
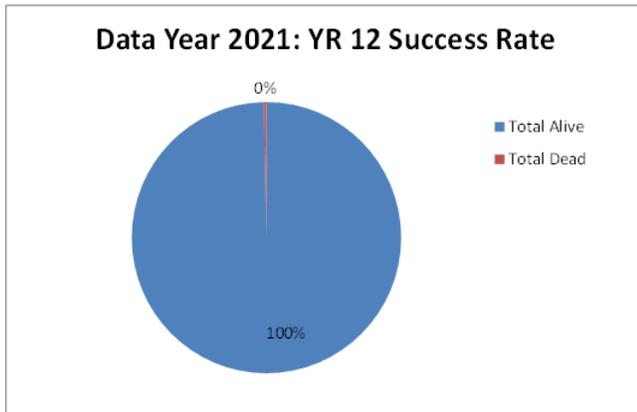
Figure 14: Status comparison of Year 10 trees from 2021 to 2022.



Year 11 - Total Observed in 2021		Percent of Total	
Total Coast Live Oak (alive)	285	Total Alive	310 99.36%
Total Valley Oak (alive)	25	Total Dead	2 0.64%
Ratio Coast/Valley	11.4	Total	312 100.00%

Year 11 - Total Observed in 2022		Percent of Total	
Total Coast Live Oak (alive)	287	Total Alive	312 100.00%
Total Valley Oak (alive)	25	Total Dead	0 0.00%
Ratio Coast/Valley	11.5	Total	312 100.00%

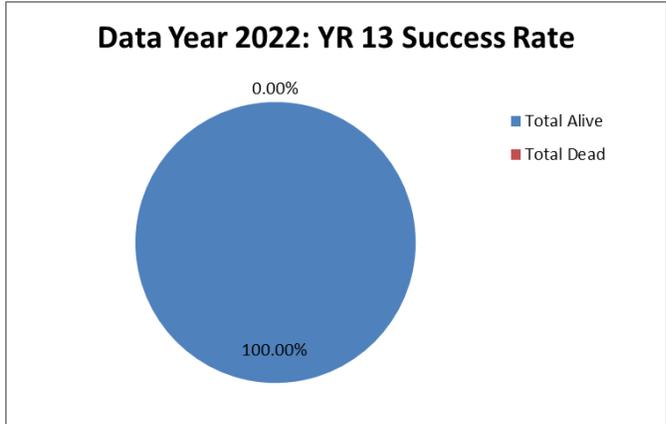
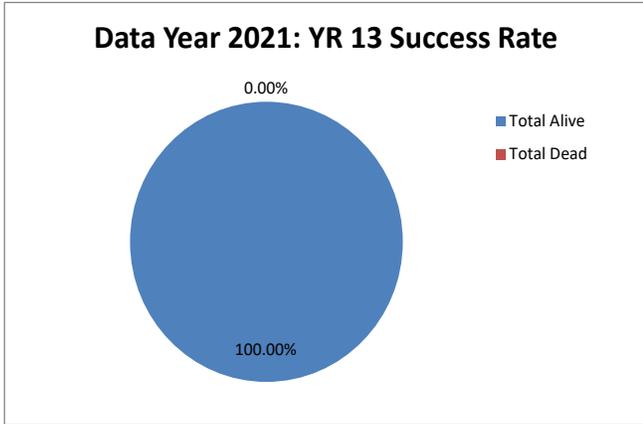
Figure 15: Status comparison of Year 11 trees from 2021 to 2022.



Year 12 - Total Observed in 2021		Percent of Total	
Total Coast Live Oak (alive)	316	Total Alive	324 99.69%
Total Valley Oak (alive)	8	Total Dead	1 0.31%
Ratio Coast/Valley	39.5	Total	325 100.00%

Year 12 - Total Observed in 2022		Percent of Total	
Total Coast Live Oak (alive)	317	Total Alive	325 100.00%
Total Valley Oak (alive)	8	Total Dead	0 0.00%
Ratio Coast/Valley	39.6	Total	325 100.00%

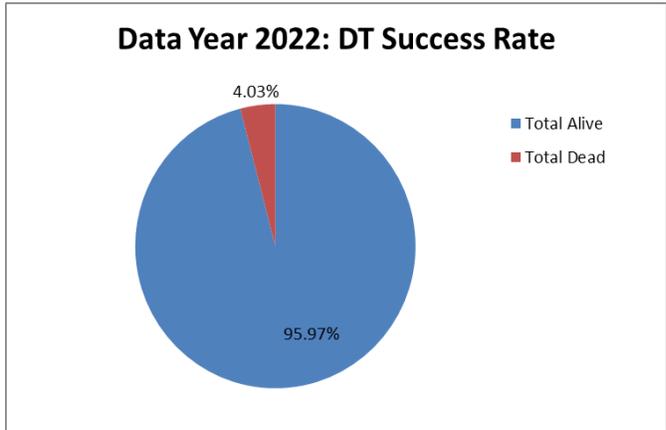
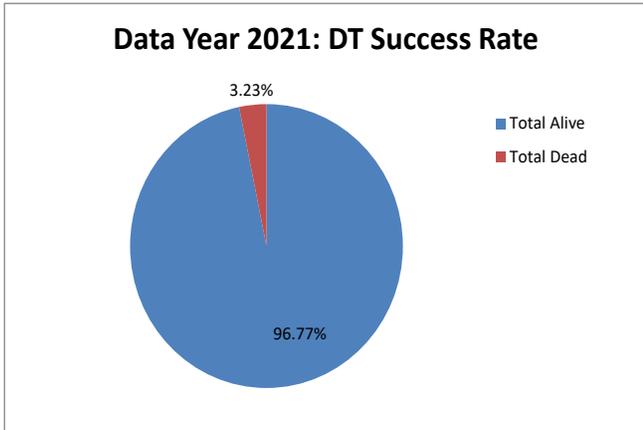
Figure 16: Status comparison of Year 12 trees from 2021 to 2022.



Year 13 - Total Observed in 2021			Percent of Total	
Total Coast Live Oak (alive)	368	Total Alive	384	100.00%
Total Valley Oak (alive)	16	Total Dead	0	0.00%
Ratio Coast/Valley	23.0	Total	384	100.00%

Year 13 - Total Observed in 2022			Percent of Total	
Total Coast Live Oak (alive)	381	Total Alive	390	100.00%
Total Valley Oak (alive)	9	Total Dead	0	0.00%
Ratio Coast/Valley	42.3	Total	390	100.00%

Figure 17: Status comparison of Year 13 trees from 2021 to 2022.



DT - Total Observed in 2021			Percent of Total	
Total Coast Live Oak (alive)	94	Total Alive	120	96.77%
Total Valley Oak (alive)	26	Total Dead	4	3.23%
Ratio Coast/Valley	3.6	Total	124	100.00%

DT - Total Observed in 2022			Percent of Total	
Total Coast Live Oak (alive)	96	Total Alive	119	95.97%
Total Valley Oak (alive)	23	Total Dead	5	4.03%
Ratio Coast/Valley	4.2	Total	124	100.00%

Figure 18: Status comparison of Dam Tender (DT) trees from 2021 to 2022.



Figure 19: Winer 2023 storm damages in January and February to the lower parking area of Live Oak Camp.



Figure 20: Replacing storm damaged trees in the lower parking area of Live Oak Camp in May using local mulch from the County.

Maintenance

Maintenance of all planted oak trees in FY22/23 included irrigating, weeding, mulching, and deer cage maintenance is presented in Table 1. The total amount of water used from Lake Cachuma to irrigate oak trees from all year classes in FY22/23 was 0.56 acre-feet, which was lower than last year at 0.80 acre-feet (Table 2).

Table 1: Cachuma Oak Tree Restoration Program completed maintenance in FY22/23.

	July 2022 ¹	August 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022 ¹	Jan 2023 ¹	Feb 2023 ¹	March 2023 ¹	April 2023 ¹	May 2023 ¹	June 2023 ¹
Year 13 Oaks (2021-2022)	Irrigated Weeded	Irrigated Weeded	Irrigated Weeded	Irrigated Weeded				Assess Clean-up		Replanting Gopher Baskets Fert/Comp Deer Cages Mulch/Irrigated	Irrigated Mulched Weeded Tree tags GPS/GIS	Irrigation Weeded
Year 12 Oaks (2020-2021)	Irrigated Weeded	Irrigated Weeded	Irrigated Weeded	Irrigated Weeded	Irrigated Weeded	Irrigated Weeded						
Year 11 Oaks (2019-2020)	Irrigated Weeded					Irrigated Weeded						
Year 10 Oaks (2018-2019)												
Year 9 Oaks (2016-2017)												
Year 8 Oaks (2015-2016)									Infrastructure Repair			
Year 7 Oaks (2014-2015)												
Year 6 Oaks (2005-2011)												

¹ Oak tree inventory.

Table 2: Cachuma Oak Tree Restoration Program water usage from Lake Cachuma for irrigation during FY22/23.

	Gallons	Acre-feet
July	37,275	0.114
August	10,650	0.033
September	32,000	0.098
October	35,650	0.109
November	20,400	0.063
December		
January		
February		
March		
April	4,000	0.012
May	7,650	0.023
June	34,250	0.105
Total:	181,875	0.56

Financials

Annual expenses by Fiscal Year since the beginning of the Lake Cachuma Oak Tree Restoration Program in FY05/06 are presented in Table 3. The totals include COMB staff (plus burden) and consulting arborist hours, material, supplies, fuel expenses, GPS mapping, conducting the annual inventory, replanting trees over the period, and reporting. The breakout for those costs is presented by

labor (Table 4) and the total cost (labor, materials, and supplies) (Table 5). The financials do include WY2022/23 planting and mapping efforts.

Table 3: Total program costs by Fiscal Year including planting, maintenance, mapping, conducting the annual inventory, and reporting by year (Year-ID) and number of trees planted during those years.

# of Years	Fiscal Year	Operator	Year-ID	# Planted Trees	Cost
1	2005-2006	Fournier	1	375	\$116,731
2	2006-2007	Fournier	2	375	\$117,620
3	2007-2008	Fournier	3	375	\$138,786
4	2008-2009	Fournier	4	375	\$137,872
5	2009-2010	Fournier	5	379	\$136,900
6	2010-2011	Fournier	6	377	\$137,878
7	2011-2012	Fournier	-	-	\$79,439
8	2012-2013	COMB	-	-	\$101,431
9	2013-2014	COMB	-	-	\$48,097
10	2014-2015	COMB	7	909	\$134,054
11	2015-2016	COMB	8	824	\$128,241
12	2016-2017	COMB	9	301	\$101,227
13	2005-2018	COMB	DT	124	\$128,752
14	2018-2019	COMB	10	300	\$120,573
15	2019-2020	COMB	11	311	\$140,775
16	2020-2021	COMB	12	325	\$119,113
17	2021-2022	COMB	13	390	\$135,594
18	2022-2023	COMB	-	57	\$88,368
Total:				5797	\$2,111,452

Table 4: Labor costs for the Lake Cachuma Oak Tree Program during FY22/23.

	Total
COMB Staff (hours):	
Seasonal Biologist Aide A	498.75
Seasonal Biologist Aide B	262
Seasonal Biologist Aide C	246
Seasonal Biologist Aide D	2
Operations Supervisor	5
Water Service Worker II	27
Water Service Worker III	20
Water Service Worker III	5
Biologist	890.75
Project Biologist A	71.5
Project Biologist B	86
Senior Resource Scientist	82
Total Staff Hours:	2196.0
Cost - Labor plus burden	\$ 79,566.95
Consultant Service Hours (Ken Knight):	
	6.25
Consultant Cost	\$625.00
Total Personnel /Consultant Cost	\$80,191.95

Table 5: Total expenses (labor, materials and supplies) for the Lake Cachuma Oak Tree Program during FY22/23.

	Total
<i>Materials and Supplies:</i>	
Oak trees	\$1,693.85
Tree stakes	\$41.18
Mulch	FREE
Compost	\$173.94
Gopher baskets	\$736.37
Hand tools	\$500.92
Hoses	\$74.84
PPE	\$162.56
Cable ties	\$7.87
Equipment mobilization	\$577.50
<i>Vehicle Fuel Cost</i>	\$1,505.63
<i>Equipment Fuel Cost (incl. diesel H2O truck)</i>	\$2,701.64
<i>Total Materials and Supplies</i>	\$8,176.30
TOTAL EXPENSES (labor, materials + supplies)	\$88,368.25

The total cost of the Lake Cachuma Oak Tree Restoration Program in FY22/23 was \$88,368 which includes any replanting and mapping costs of the Year 13 trees. Again, the total reflects personnel cost (labor plus burden), materials, supplies, expenses (vehicle and equipment fuel), and consultant fees. For comparison, during the first six years of the project annual consultant costs were approximately \$136,000 to plant approximately 375 and maintain the previously planted trees. In FY16/17, COMB staff planted 301 trees and maintained all previously planted trees (4,290 trees) at a cost of \$101,227. The ability to keep costs down is attributed to multiple factors, which include but are not limited to:

- Relying on the COMB Fisheries Division seasonal staff to conduct the bulk of field activities.
- Minimizing the number of full-time staff being used.
- Reduced equipment needs as the bulk of purchases occurred during the fiscal year when COMB took over the project.
- Reduced consultant hours due to staff gaining more tree care experience.
- Reduced equipment (generator/pumps) gas consumption from more efficient irrigation hosing and better delivery technique for extracting water from Lake Cachuma.
- Repurposed salvaged deer cages and stakes from Program trees over 6 feet in height.

Summary and Recommendations for Program Improvements

There are 4,637 (including Year 13 trees) alive oak trees attributed to the mitigation effort of the Program. The survival rate to date is 79.99% (Years 1-13 and DT trees) which would be considered very respectful in any open range oak tree planting effort in a similar climate. It is recommended to continue providing irrigation support to the newest planted trees (Year 11, Year 12, and Year 13) and for all other trees weed, mulch, and remove deer cages when trees are larger than 6 feet. Replanting dead oak trees in the last two year classes would assist in maintaining the margin needed to meet target

objectives in 2025. The exact number of replacement trees would depend on survival success over the dry season but is not expected to be high given the routine maintenance and summer conditions so far.

Challenges for the Program, specifically tree survival, are seven of the last eleven years of the Program experienced extraordinary drought conditions (WY2012-WY2022, except WY2017, WY2019, WY2020, and WY2022), inadequate initial planting methodologies during the first six years (compromised gopher wire baskets, trees planted too low, deer cages removed too soon, auger hole planting, etc.), and a limited staff to take care of an extensive number of trees. Some planting areas have better soils and topography than others, for example the Year 3 planting area has shallow soils with southern exposure whereas the Year 7 planting area for the most part is just the opposite. We will need to continue to work with the County to maintain certain areas prone to stream/river and lake flooding.

Lessons learned by the COMB staff from many years of conducting this Program have been put into practice and are recommended for future work, specifically:

- Start the annual tree inventory as soon as possible in the fall and swap out unreadable tags with new ones.
- Consider using inventory software that can link to GPS coordinates and manage recording field data and exporting it to the annual report.
- Continue to carefully conduct the tree inventory to maximize accuracy, efficiency, and results. Provide sufficient time to properly train new staff on all elements of the Program.
- Systematically mulch as many trees as possible once a year, particularly newly planted trees, and obtain as clean a mulch as possible. It is important to keep the mulch away from the tree trunk and not cover the gopher basket. Obtain local mulch whenever possible from the County Park or Lucidity as it is often free and free of trash (Figure 20).
- Maintain deer cages for all trees below deer browsing level (approximately 6 feet).
- Clear the sluffed in dirt away from the tree trunk base to reduce prolonged moisture against the trunk.
- Expose the top of the gopher wire baskets (usually painted green) at the surface wherever possible to prohibit gopher travel over the top of the wire basket. This includes dirt and mulch. Also, fill gopher and ground squirrel holes while watering to discourage habitation and reduce irrigation water loss.
- Plant new trees in professional gopher wire baskets using backhoe dug holes (no auger holes that limit the spread of tree roots); plant the trees slightly above grade to accommodate subsidence; and use sturdy wire deer cages instead of netting or chicken wire.
- Plant well established trees from the nursery (at least a foot tall) instead of acorns as they have a better success rate.
- Conduct structural pruning of planted trees so that they can grow larger, taller, faster, and stronger than unpruned trees, thus becoming more likely to survive and be self-sustaining (Figure 21). The pruning should take place in the late fall or early winter when the trees are growing very little.
- Map all replacement trees by adding a column into the inventory field sheets to facilitate the workflow.
- Work with USBR and the County Park on what to do about dead planted oak trees at Mohawk camping area in the park from an extended period of lake surcharge over 753 feet of lake elevation (Figure 22).

- Reserve time for deer cage and tree stake removal once the oak trees are over 6 feet tall as this will need to be done as the Program sunsets.
- Carefully mow and/or weed-whack around trees for weed control and grade access roads to facilitate egress for all maintenance tasks.
- Continue to use Grow-Tubes as they appear to be quite successful particularly in areas with poor soils and where surface rodent impacts are noticed, such as near brushy natural vegetation found along the margins of planting areas. Remove the Grow-Tubes once the trees are taller than the tube.
- Clear brush near any planted trees to discourage herbivory of Program trees.
- Wrap the bottom of deer cages with fine mesh shade cloth to prohibit surface rodents from accessing planted trees in areas near the margins of planting areas.
- Gather acorns from the local area in August for Valley Oaks and September for Coast Live Oaks to be germinated and grown at a nursery for future plantings. Look for acorns being set on our planted trees that suggest tree maturity and planting success.
- Survey all planted oak trees for mistletoe and remediate as quickly as possible being careful to not leave any cuttings behind.
- Educate the public about the Oak Tree Program to create appreciation and stewardship, and work with the County Park managers to best protect newly planted trees.
- Have the water truck and water trailer taken in for annual maintenance during the winter when they are not in use.



Figure 21: Formative pruning workshop conducted by Program Arborist Ken Knight.



Figure 22: Mohawk camping area in the Park showing dead planted oak trees after an extended period of high surcharged lake water above maximum elevation.

References

COMB, 2016. 2015 Lakeshore Survey Report. Cachuma Operation and Maintenance Board (COMB).

COMB, 2017a. 2015 Annual Report for the Lake Cachuma Oak Tree Restoration Program. Cachuma Operation and Maintenance Board (COMB).

COMB, 2017b. 2016 Annual Report for the Lake Cachuma Oak Tree Restoration Program. Cachuma Operation and Maintenance Board.

COMB, 2018. 2017 Annual Report for the Lake Cachuma Oak Tree Restoration Program. Cachuma Operation and Maintenance Board.

COMB, 2019. 2018 Annual Report for the Lake Cachuma Oak Tree Restoration Program. Cachuma Operation and Maintenance Board (COMB).

COMB, 2020. 2019 Annual Report for the Lake Cachuma Oak Tree Restoration Program. Cachuma Operation and Maintenance Board (COMB).

COMB, 2021. 2020 Annual Report for the Lake Cachuma Oak Tree Restoration Program. Cachuma Operation and Maintenance Board (COMB).

COMB, 2022. 2021 Annual Report for the Lake Cachuma Oak Tree Restoration Program with Fiscal Year 2021-2022 Financials and Water Usage. Cachuma Operation and Maintenance Board (COMB).

THIS PAGE INTENTIONALLY LEFT BLANK



Mission Statement:

“To provide a reliable source of water to our member agencies in an efficient and cost effective manner for the betterment of life in our communities.”

September 25, 2023

General Manager Report

The following summary provides the Board with information and an overview of progress on current COMB activities.

Administration

- **Cachuma Project Water Rates Administration**

The Cachuma Project Water Rate schedules for Water Year (WY) 2024 have been received from Reclamation. The water rates are calculated based on projected reimbursable annual operation and maintenance (O&M) costs and divided by projected water deliveries for the year. Each year, the annual O&M costs for the Cachuma Project are estimated by the Fresno Area Office and provided to the rate-setting branch within the Financial Management division of Reclamation (Sacramento). Water delivery projections are based on the delivery schedule that is supplied by the Member Agencies to the Santa Barbara County Water Agency and submitted to Reclamation.

The fiscal year 2015 – 2017 deficits have been recovered in totality. There are no additional deficits owed currently. For WY 2024 water rates, a small surplus was recognized on the 2022 Cachuma Project financial statement for operations. The surplus is applied to the current water year rates, thus reducing the total payments required for the two payment periods.

- **ACWA/JPIA Health Insurance Benefits**

COMB's health insurance benefits offered to active employees and retirees are provided through ACWA/JPIA. The Executive Committee chose to provide an aggressive rate reduction in 2023 to return excess funds collected during the pandemic to members, and to provide some relief during financially challenging times. As anticipated, rate increases were necessary this year but at a lower rate than expected. Medical increases varied from 1.9% to 14.68% depending on plan and region.

Staff has received preliminary information that, effective calendar year 2024, medical insurance premiums for Anthem PPO and HMO will increase 12% and 5.48%, respectively. The United Healthcare Medicare Advantage PPO for retirees will increase 1.9%. These increases were factored into the COMB budget for FY 2023-24. In addition, dental and vision plans offered through AWCA/JPIA also have experienced no change in premiums for 2024. Open enrollment for staff is scheduled for October.

U.S. Bureau of Reclamation

- **Bradbury Dam Safety of Dams (SOD) Contract Technical Session**

The Bradbury Dam Safety of Dams contract is in the process of being finalized by Reclamation. Reclamation hosted a technical session with COMB staff to discuss the process of finalizing the contract and adding any amendments that may be needed. The SOD contract was initiated and executed in 2002 when the seismic retrofit of Bradbury Dam was deemed substantially complete. The M&I portion was amortized over a 25-year period and the Irrigation portion was amortized over a fifty-year period. The initial projected cost of the retrofit project was \$46m of which the Member Units are responsible for 15%. Since then, total expenditures have increased to \$48m due to required additional work related to foundation and spillway modifications. Under the terms of the agreement and in accordance with the United States SOD

General Manager Report
September 25, 2023

Act, COMB will reimburse Reclamation fifteen percent (15%) of the cost associated with the additional work and spillway modifications (approximately \$380K). Reclamation is working on finalizing the contract to reflect the final costs. Staff will keep the Board and Member Agencies informed of changes to the repayment schedule.

Respectfully Submitted,

Janet Gingras

General Manager

CACHUMA OPERATION AND MAINTENANCE BOARD

MEMORANDUM

DATE: September 25, 2023
TO: Janet Gingras, General Manager
FROM: Joel Degner, Engineer/Operations Division Manager
RE: MONTHLY ENGINEERING REPORT

The following summary provides the Board with information and an overview of progress by engineering staff related to on-going studies and infrastructure improvement projects.

CLIMATE CONDITIONS

Water Year 2023 has had 489,420 acre-feet of computed inflow as of September 19, 2023. The computed inflow has lessened significantly in September. The USGS continues to measure some discharge in the main tributaries with less 1 cfs at the Santa Ynez River at Los Laureles and a little over 2 cfs at Santa Cruz Creek. The California Drought Monitor is showing drought mostly absent from the state which is a drastic change from a year ago (see Figure 1). El Niño is anticipated to continue through the Northern Hemisphere winter (with greater than 95% chance through January 2024 to March 2024). Forecasters predict 71 percent chance for a “strong” El Niño event (where Niño index exceeding 1.5°C). During past El Niño events with the Oceanic Niño Index greater 1 °C, above normal inflow occurred in the lake in 9 out of the 12 years (75%) (Figure 2). Three of those years were dry to critically dry – most notably recently in 2016. An above normal year or greater would likely result in spill event in Water Year 2024.



Figure 1. California Drought Monitor – September 27, 2022 (left) and September 12, 2023 (right)

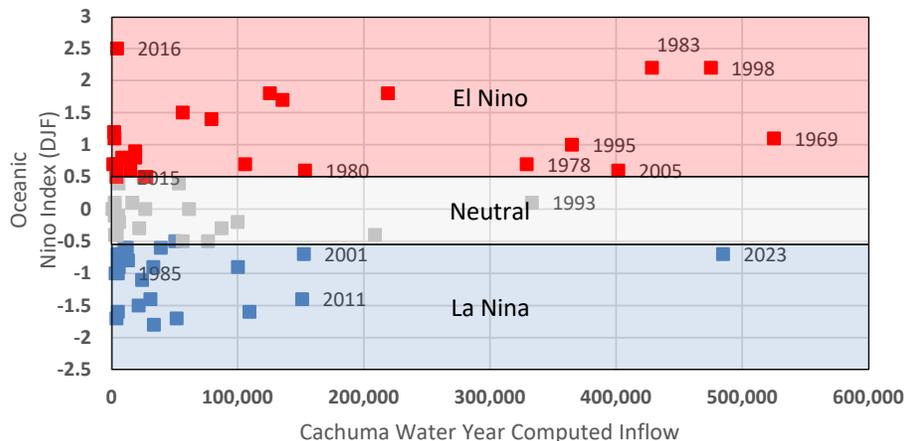


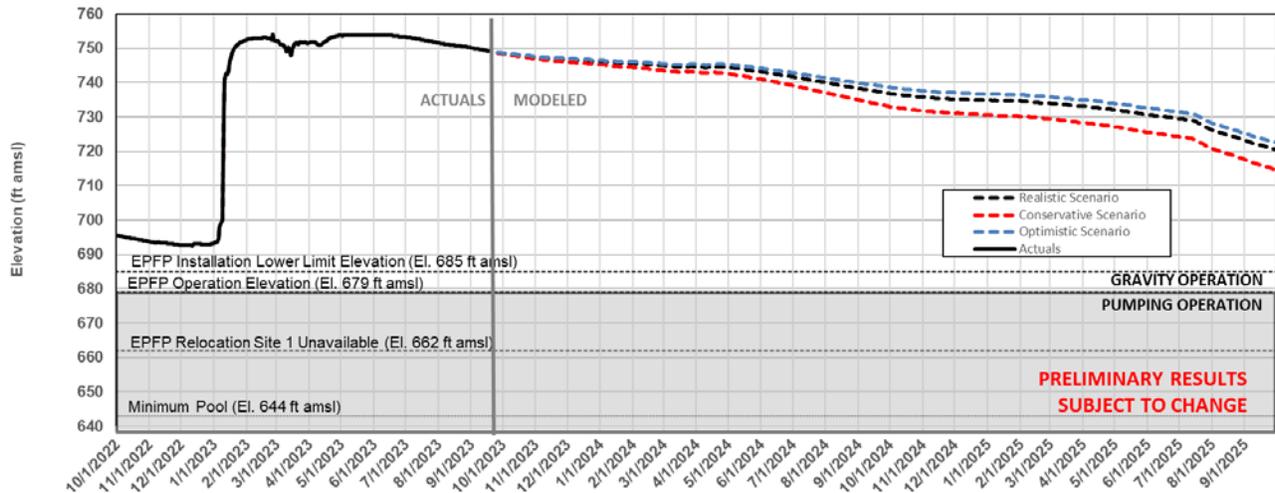
Figure 2. Oceanic Nino Index Compared to Cachuma Water Year Computed Inflow

LAKE ELEVATION PROJECTION

Reclamation continues to release water downstream well above the Table 2 requirements of Water Board Order 2019-0148. Reclamation is planning to perform flow cuts near the end of September 2023 per Table 2 of the Board Order. The modeling projections below are based approximately on the drought that occurred after the 2011 spill with some modifications. The following assumptions are utilized in the modeling:

- Dry hydrologic conditions for WY 2024 and 2025 similar to WY 2012 and WY 2013
- No downstream release in 2024 (similar to 2012) and a downstream release in 2025 (similar to 2013)
- Member agency imports and exports based on forecasts through 9/30/24 and a repeat of 2022 imports-exports for 2025
- Fish releases are based on Reclamation’s Term 15/16 compliance tables in the optimistic and realistic scenario. The conservative scenario continues the releases with a large buffer beyond Reclamation’s Term 15/16 compliance tables as Reclamation has released in August and September.

Parameter	Optimistic	Realistic	Conservative
SCC Exports	80% Forecast	Forecast	120% of Forecast
CCWA Inflow	120% Forecast	Forecast	80% of Forecast
WR 89-18 Release (2024)	0 AF	0 AF	0 AF
WR 89-18 Release (2025)	16,000 AF	16,000 AF	16,000 AF
Fish Releases	100% of Rec Tables	100% of Rec Tables	160% of Rec Tables



If two consecutive dry winters were to occur, the lake elevation would likely drop to between 715’ and 725’ by September 2025. The Emergency Pumping Facility would not need to be activated. However, the Hilton Creek Watering System would likely need to transition from gravity flow to pumped flow two years from now in the fall of 2025.

WINTER STORM PREPARATION

COMB staff continues to manage and perform projects to repair storm damage from 2023 to prepare for the storm season in Water Year 2023. Lauro Spillway Stilling Well was cleared of sediment in early September. Construction is planned to begin on the washout on the Lauro Reservoir Bypass Channel/Road by Tierra Contracting at the end of September. COMB staff also worked on the Boy Scout debris basin, main Lauro Debris basin pump and several blowoff structures that were damaged by the events. COMB staff meets weekly with FEMA and is requesting reimbursement for the applicable disaster damages related to the DR-4683 and DR-4699 for the winter storms in 2023. COMB is also responding to request for information regarding its subapplication for 404 Hazard Mitigation Grant Program.

INFRASTRUCTURE IMPROVEMENT PROJECTS

Table 2 provides the status of Fiscal Year 2023-24 infrastructure improvement and special projects.

Table 2. Fiscal Year 2023-2024 Infrastructure Improvement Projects

Infrastructure Improvement Projects	Status / Phase	Complexity / Challenges	Estimated Completion Date
Infrastructure Improvement Projects			
SCC Line Valves for Shutdown	Contractor was engaged to perform design on Lillingston Line valve. However, a suitable location was unable to be identified which avoided conflicts with other utilities.	A Cooperative Agreement between CVWD and COMB has been approved by COMB and CVWD to facilitate the work.	An additional SCC Line Valve has been postponed as it is more advantageous to combine the cooperative agreement resources for lateral rehabilitation.
SCC Structure Rehabilitation : Lower Reach Laterals	CVWD and COMB boards have approved Phase 2. A portion of Phase 2 requires a double permit from Caltrans which has been requested and is pending.	In order to facilitate shutdowns on the Lower Reach of the SCC, lateral valves need replacement. COMB is collaborating with CVWD on this project.	Phase 2 is planned to be initiated in FY 2023-24 in Winter 2023-24.
SCC Structure Rehabilitation	Several remaining blowoffs need preventative rehabilitation to prevent unplanned outages. All AVARs on the SCC have been raised above grade.	The shutdown needed require coordination with CVWD and completion of the lateral rehabilitation prior to shutdown.	SCC Structure Rehabilitation may be postponed until FY 2024-25, as shutdowns are dependent on CVWD coordination and completion of lateral rehabilitation.
Special Projects			
Lake Cachuma Water Quality and Sediment Management Study	COMB awarded the contract for the Phase 2 phosphorous/TOC source study in October 2022. A kickoff meeting was conducted in December and a work plan was provided in March with sediment sampling occurring in early June 2023. Sediments are currently undergoing lab analysis.	COMB staff has taken additional tributary samples through winter months to supplement the study. The rise in lake level complicates sediment sampling procedures at the deepest part of the lake. In addition, with the high amounts of inflow and sedimentation - the entire volume of the lake has been exchanged with new water and the bottom is likely covered with an extensive layer of new sediment. Additional scope was added to analyze sediment from 2023 and previous years based on dating the cores. Cores could not be taken from the deepest part of the lake due to the softness of the bottom sediment.	A focused phosphorous and TOC sourcing study by COMB was initiated in 2022/2023 and planned to be completed in FY 2023/24. The Phase 2 phosphorous/TOC source study is scheduled for completion in December 2023 upon receiving the final report.
COMB Bldg/Ground Repair	COMB is investigating options for the installation of a solar energy system to offset COMB's energy usage as part of the Sustainability Plan and conducted several exploratory calls with potential vendors.	The Cachuma Project is primarily a gravity-driven system with the only energy costs associated with electricity usage related to lighting and ventilation, office equipment, vehicle usage. It may be possible to offset all of COMB's electrical usage with a modestly sized solar power system to achieve net zero in electrical usage for water delivery. COMB will also evaluate the possibility solar energy for vehicle energy use as well.	COMB plans to evaluate options for solar this fall/winter with installation potentially in spring/summer of 2024.
2023 Winter Storm Repairs	Debris removal completed in early September. Lauro Reservoir Bypass Channel Repair construction to start near the end of September. In addition COMB is working on several smaller cleanup projects related to blowoff structures and access roads.	The winter storms of 2023 resulted in debris deposition and damage throughout the Cachuma Project system. The current forecast is for El Nino to continue. El Nino has been associated with wetter rainfall years, so it is important to repair infrastructure to prepare for the next winter.	COMB plans to remove debris and complete repairs prior to the upcoming rainy season.

THIS PAGE INTENTIONALLY LEFT BLANK

CACHUMA OPERATION AND MAINTENANCE BOARD

DATE: September 25, 2023
TO: Janet Gingras, General Manager
FROM: Shane King, Operations Supervisor
RE: **MONTHLY REPORT OF OPERATIONS – August 2023**

The total flow from Lake Cachuma into the Tecolote Tunnel for August was 1,681.27 acre-feet, for an average daily flow of 54.23 acre-feet. Lake elevation was 751.54 feet at the beginning of August and 750.15 feet at the end of August. Lake storage decreased by 4,432.27 acre-feet. There was 109.50 acre-feet of inflow from CCWA into Cachuma Project facilities this month. The City of Santa Barbara wheeled 715.31 acre-feet of water from the Gibraltar Penstock through Lauro Reservoir. The Hilton Creek Watering System was utilized and delivered 424.01 acre-feet of water to Hilton Creek for the month of August.

The Operations Division of the Cachuma Operation and Maintenance Board has the responsibility to operate, repair and maintain all Cachuma Project facilities from the Intake Tower at Lake Cachuma to the Carpinteria Reservoir. The Annual Work Plan sets forth all activities necessary to ensure system reliability. Consistent with the Plan, Operation and Maintenance staff performs routine maintenance on the distribution and storage system. Staff continues to improve the system, address deficiencies, and identify items to be included in the Infrastructure Improvement Program of work. Operations Division is responsible for:

- Adequately regulating and maintaining the diversion of water from Lake Cachuma to the South Coast via the Tecolote Tunnel as the primary water source for 5 communities.
- Operation and maintenance of the South Coast Conduit pipeline, which consist of 26.5 miles of pipeline with a combined 124 blow off and air vent structures, 43 turnout structures and 20 meters.
- Operation and maintenance of four regulating reservoirs.

South Coast Conduit - Structure Inventory													
Reach	Endpoints	Linear Length (ft)	Pipe Diameter	Regulating Storage Reservoirs	Meters	Air Vents	Blow-Offs	Turnouts	Open Air Vents	Valves	Valve Size	Slide Gates	Capacity / Volume (gal)
Upper	Glen Annie Turnout (S. Portal) - Cater Water Treatment Plant	64,050	48"	2	5	32	35	18	2	115	4" - 48"	7	6,017,421
Lower	Cater Water Treatment Plant - Carpinteria Reservoir	90,910	27" - 36"	2	15	26	31	42	4	144	4" - 36"	-	3,190,171

Routine operation and maintenance completed during the month of August were as follows:

- Staff has been on site monitoring several ongoing projects throughout the area, working closely with the construction and engineering contractors to ensure that:
 - Pipeline easements and the right-of-way remain accessible to Operations staff for possible emergencies and ongoing facility maintenance.
 - All projects are following the COMB and USBR approved plans.
 - No damage occurs to the SCC during the construction process.

Ongoing Monthly Operations Items:

- Conducted several flow changes at the North Portal during the month
- Reviewed several projects for conflicts within the SCC right of way
- Received and responded to 94 USA Dig alerts
- Performed weekly inspections of major facilities, safety meetings, rodent bait (all reservoirs), toe drain and piezometer reads at Ortega (L23)
- Performed dam inspection and instrumentation reports (all reservoirs)
- Performed equipment and yard maintenance
- Performed monthly North Portal elevator maintenance with Otis
- Performed monthly water quality sampling
- Read and document anodes and rectifier data

In addition to regular activities described above, Operations staff performed the following:

- The slide gates on the intake tower at Cachuma Lake were greased and exercised. Staff also ran and greased the Tecolote tunnel air exchange fan and ran the onsite backup generator.
- Operations staff cleared out mud and debris from around the HDPE pipeline that houses the dewatering pump for the Lauro reservoir debris basin. Once the pipeline and manway access hatch were exposed, staff entered the pipeline and removed debris from inside the pipe. The pump was tested and deemed inoperable. Staff removed the old pump and will replace it with a new one as soon as it arrives onsite. (see photos)
- Staff assisted “Badger day lighting” with the removal of mud and debris from inside the Lauro reservoir stilling. The stilling well operates as a de-generation box for rainwater and/or water overflowing from Lauro dam. During the 2022/20223 winter rainstorms it filled with dirt and debris leaving it unfunctional. It is now clear of any mud/debris and back to its original designed function. (see photos)
- COMB hired Peter Lapidus construction to remove dirt and debris from inside of the Carpinteria reservoir toe drain box. The completion of this work was recommended by the Bureau of Reclamation after one of Reclamation’s annual site visits. (see photos)
- “Far west corrosion control” conducted their annual assessment of COMB’s cathodic protection plan. The technician visited all of COMB’s cathodic protection locations along the SCC. These areas include the Lauro yard and the SCC isolation valves in the Carpinteria section of the conduit.
- Quinn company conducted their annual load bank testing on COMB’s two backup power generators. The generators are located at the COMB yard, and the North Portal site at Cachuma lake.
- Staff cleared the road within the Laruo reservoir fence line leading to the boy scout debris basin. After the road was accessible by vehicle, staff set up a pumping system to dewater the basin. After the debris basin is dewatered and dry, staff plans to remove mud and sediment that accumulated during the 2022/2023 winter storms.
- Staff has completed this years annual weed abatement and right-of-way access management program. This work includes weed abatement and brush clearing on all of COMB’s access roads and around all facilities. This program also helps keep up with our mandatory defensible space areas around all of COMB’s facilities. These facilities include:
 - The North Portal site and buildings and fence lines
 - The Glen Anne and south portal site, buildings, and fence lines
 - Lauro reservoir site, buildings, and fence lines
 - Sheffield valve pit site, buildings, and fence lines
 - Ortega reservoir, valve pit, buildings, and fence lines
 - Carpinteria reservoir, valve pit, buildings, and fence lines

Lauro reservoir stilling well debris removal



Carp toe drain debris removal



Lauro debris basin pump line



CACHUMA OPERATION AND MAINTENANCE BOARD
BOARD MEMORANDUM

DATE: September 25, 2023
TO: Janet Gingras, General Manager
FROM: Tim Robinson, Fisheries Division Manager
RE: MONTHLY FISHERIES DIVISION REPORT

HIGHLIGHTS:

- 2000 Biological Opinion target flows have been met by USBR through Lake Cachuma releases:
 - Hilton Creek (minimum of 2 cfs): Hilton Creek Watering System (HCWS) to the Upper Release Point (URP) and Lower Release Point (LRP) (approximately 6.7 cfs) plus upper basin flows (approximately 0.2 cfs), which has been sustaining the *O. mykiss* population in the creek.
 - Highway 154 Bridge and Alisal Bridge (minimum of 10 cfs): Dam releases continue to sustain flows higher than required target flows.
- As of 2/15/23, Order WR 2019-048 Table 2 flows have been initiated for a Wet Year classification (specifically reservoir inflow > 117,842 af).
- Spill ramp-down / stranding surveys have continued as USBR decreases the dam releases to Table 2 flows.

In compliance with the 2000 Cachuma Project Biological Opinion (BiOp) (NMFS, 2000) and WR Order 2019-0148, and as described in the 2000 Lower Santa Ynez River Fish Management Plan (SYRTAC, 2000) and the Monitoring Program in the 2000 Revised Biological Assessment (BA), the COMB-FD staff conducts routine monitoring of the steelhead/rainbow trout population and their habitat on the Lower Santa Ynez River (LSYR) below Bradbury Dam. The following is a list of activities carried out by COMB-FD staff since the last COMB Board Fisheries Division Report and has been broken out into categories.

LSYR Steelhead Monitoring Elements:

Lake Profiles: Lake Cachuma water quality measurements (temperature, dissolved oxygen concentration, pH, and turbidity) at one-meter intervals from the surface to the bottom of the lake (Lake Profile) are taken once a month at the Hilton Creek Watering System (HCWS) Intake Barge. This is near the deepest point in the lake and allows for monitoring of lake stratification, water quality conditions at the intake level for the HCWS, and lake-turnover. Due to the drought and the need to carefully monitor Lake Cachuma, lake profiles are being taken monthly throughout the year and are reported in the Annual Monitoring Summary/Report.

Spill Ramp-Down / Stranding Surveys: As Reclamation reduces the dam releases to the required Table 2 releases, surveys have been conducted by COMB-FD staff to look for stranded fish as the river flows recede into the lower flow channels. Reclamation reduced dam releases from approximately 52 cfs to approximately 40 cfs on 7/28/23 and 7/31/23 where the release rate will be held through the rest of the summer. The next ramp-down has been tentatively scheduled by USBR for 9/25/23 to go from 40 cfs to 20 cfs over the course of

a week. Ramp-down and stranding surveys were conducted during that process and a final report will be provided to Reclamation once releases reach the required Table 2 flows.

As required by 2000 BiOp RPM 7, COMB-FD staff has been monitoring wetting width during ramp-down at multiple established transects as dam releases are reduced. This effort will continue into the fall.

Snorkel surveys: Snorkel surveys for *O. mykiss* and non-native fish in the LSYR mainstem and tributaries are conducted two times a year (Spring and Fall). The Spring Snorkel Survey has been completed although delayed by at least a month due to high river flows. The results are presented in the annual monitoring report.

Monitoring Target Flows: Monitoring for the required 2000 BiOp and WR 2019-0148 target flows are conducted by USGS and USBR for Hilton Creek, and COMB-FD, USBR and USGS for the LSYR at the Highway 154 Bridge and Alisal Bridge.

The minimum target flow of 2 cfs to Hilton Creek was met throughout August with HCWS gravity flow to the URP and a small amount to the LRP (between 5.7 and 6.7 cfs total) and upper basin flows (approximately 0.2 cfs) for a total of approximately 6.1 cfs recorded by the USGS at the LRP that includes sustaining upper basin flows (often the USGS and USBR discharge readings do not match).

Bradbury Dam releases have been keeping river flows at the Highway 154 Bridge and the Alisal Bridge well above Table 2 compliance flows (10 cfs as of 7/1/23). The new USGS stream gage at the Highway154 Bridge is operating as designed and contracted. This is a low flow gage and continually records stage, but river discharge up to 65 cfs (now reporting as of 6/20/23 due reductions in dam releases). USBR continues to work with the State Board to modify Term 18 and Term 25 to move the target flow compliance point to the new USGS gage site.

Tributary Project Updates:

The Quiota Creek Fish Passage Enhancement Project at Crossing 5 and Crossing 9 is nearing ready to start construction. Once all permits have been received (expected within a week), the project will begin and is expected to take approximately two weeks.

Hilton Creek Watering System (HCWS) and Emergency Backup System (HCEBS) Operation and Repairs:

HCWS and HCEBS: The HCWS and HCEBS are owned, operated, and maintained by USBR. USBR technical staff continues to consider improvement options for the HCWS and HCEBS. The HCWS was initially constructed in 1999 then modified to its current configuration in 2004. Recent and notable changes or repairs to these two Hilton Creek delivery systems are as follows:

- The 1/9/23 storm damaged the HCWS pumping barge and all of the electrical systems on that barge went under water and now need to be replaced. The anchoring cables had to be cut by Reclamation to right that barge that is now holding position by the attached submerged delivery pipeline (both in and out). Lake water is currently flowing by gravity from the Intake Barge to Hilton Creek and will continue to do so for the unforeseen future given that the lake is full.

- The HCEBS floating pipeline across the Stilling Basin was disconnected on the north side by USBR on 2/7/23 just prior to exercising all four of the spillway gates on 2/8/23. During the 2/25/23 spill event, that floating pipeline moved to the south bank and is now out of harm's way from the current spill event. It has not been determined if the pipeline got damaged upon moving to its current location.
- No further actions or repairs have been scheduled.

Bradbury Dam Operations and Repairs:

Bradbury Dam and Outlet Works: Bradbury Dam and the Outlet Works are owned, operated and maintained by Reclamation.

- On 4/11/23 and 4/12/23, Reclamation closed the Slide Gate on the Bradbury Dam Penstock to the Outlet Works and successfully replaced the stuck 30-inch valve with a blind flange then reopened the Slide Gate. The Outlet Works can now release lake water to the LSUR through one 30-inch valve and one 10-inch valve. Once that damaged valve is reconditioned, it will be reinstalled, and the other 30-inch valve will be removed and reconditioned. This operation has not been scheduled.
- During the week of 8/21/23, Reclamation replaced all of the Bradbury Dam radial gate lifting motors to return them to full operational condition.
- The replacement of the refurbished 30-inch Outlet Works valve is tentatively scheduled for some time in November.

Surcharge Water Accounting:

The following table summarizes the amount of surcharge water (defined as the amount of storage added to the lake by installing the flashboards to the top of the four radial gates to take the maximum lake elevation from 750 ft to 753 ft) used to date from each of the three accounts (Fish Passage Supplementation, Adaptive Management, and Fish Rearing) plus Unallocated Project Water at the end of last month (Table 1). All numbers are from the USBR's Daily Operations Report. The start time for the use of the Surcharge Water Accounts and Project Yield is the day following the last day of full surcharge and the end of the last spill event (prior to this wet year, it was 5/27/11). With the magnitude of this year's spill and current dam releases, all Surcharge Water Accounts are once again full and are reflected in Table 1 using the 2021 bathymetric survey values. For the moment, USBR officially declared the end of the 2023 spill on 6/30/23 and has been debiting all dam releases to the fish accounts starting on 7/1/23 onward which is reflected in Table 1. This may change with further discussion.

Table 1: Summary of the surcharge water accounting and use of Project Yield as of 7/19/23, using the 2021 bathymetric survey data.

Accounts*	Allocation	Amount Used**	Amount Remaining
Units:	(acre-feet)	(acre-feet)	(acre-feet)
Fish Passage Supplementation			
WY2021	3,200	0	3,200
Adaptive Management	500	0	500
Fish Rearing***	5,527	5,605	-78
Unallocated Project Water		0	
Total:	9,227	5,605	3,622
* Originally was 9,200 af, 8,942 af in 2008, 9,184 af in 2013, and 9,227 af in 2021.			
** Values as of 8/31/23.			
*** This water is for meeting required target flows. This is not an official account and is what remains after subtracting the other two accounts.			

Reporting / Outreach / Training:

Reporting: Staff has been assisting USBR upon request in reviewing draft sections and conducting data analyses for their preparation of the new draft Biological Assessment and WR 2019-0148 required Plans. Staff has completed and posted the WY2022 Annual Monitoring Summary and USBR has completed the WY2022 Annual Monitoring Report and submitted it to NMFS.

Outreach and Training: Outreach continues with Lower Santa Ynez River landowners (specifically in the Quiota Creek and Salsipuedes Creek watersheds), interested parties within the Santa Ynez Valley, and the County on a variety of fisheries related issues.

Consultant Activity Summary:

HDR Fisheries Design Center (Mike Garelo and Shaun Bevan) – No work was performed during this period on the established SOW tasks.

Kenneth A. Knight Consulting (Ken Knight) – No work was performed during this period on the established SOW tasks.

CACHUMA OPERATION & MAINTENANCE BOARD

BOARD MEMORANDUM

Date:	September 25, 2023
Submitted by:	Tim Robinson and Scott Volan
Approved by:	Janet Gingras

SUBJECT: **Progress Report on the Lake Cachuma Oak Tree Restoration Program**

RECOMMENDATION:

The Board of Directors receive information on the status of the Lake Cachuma Oak Tree Restoration Program (Program) and provide direction to staff as appropriate.

SUMMARY:

This memorandum on the Lake Cachuma Oak Tree Restoration Program reflects maintenance completed since September 2022 to the present (9/1/22 – 9/25/23, Table 1). Labor and expenses as well as water usage for the entire fiscal year (July 2022 - June 2023) are tracked separately and reported as necessary as recommended by the Lake Cachuma Oak Tree Committee. COMB staff continues to rely on the Fisheries Division (FD) seasonal employees whenever possible to conduct most of the oak tree work in the field. The 2015 Lakeshore Inventory was completed and reviewed by the Lake Cachuma Oak Tree Committee on 2/25/16, which set the mitigation numbers for the Program. The 2021 Annual Report with the annual inventory and Fiscal Year 2021-22 financials was completed and reviewed by the Lake Cachuma Oak Tree Committee on 9/16/22 and provided to the COMB Board on 9/26/22 that recommended going forward with replacing 50 dead oak trees during the wet season of this water year. The COMB Board agreed with that directive.

Table 1: Cachuma Oak Tree Program completed maintenance tasks since September 2022.

	Sept 2022	Oct 2022	Nov 2022	Dec 2022 ¹	Jan 2023 ¹	Feb 2023 ¹	March 2023 ¹	April 2023 ¹	May 2023 ¹	June 2023 ¹	July 2023	Aug 2023	Sept 2023
Year 13 Oaks (2021-2022)	Irrigated Weeded	Irrigated Weeded				Assess Clean-up		Replanting Gopher Baskets Fert/Comp Deer Cages Mulch/Irrigated	Irrigated Mulched Weeded Tree tags GPS/GIS	Irrigation Weeded	Irrigation	Irrigated Weeded	Irrigated Weeded Repair
Year 12 Oaks (2020-2021)	Irrigated Weeded	Irrigated Weeded	Irrigated Weeded	Irrigated Weeded							Irrigation	Irrigated Weeded	Irrigated Weeded
Year 11 Oaks (2019-2020)				Irrigated Weeded							Irrigation	Irrigated Weeded	
Year 10 Oaks (2018-2019)													
Year 9 Oaks (2016-2017)													
Year 8 Oaks (2015-2016)							Infrastructure Repair						
Year 7 Oaks (2014-2015)													
Year 6 Oaks (2005-2011)													

¹ Oak tree inventory.

Summaries of specific tasks outside of routine maintenance are presented below.

SPECIFIC TASKS

Tree Irrigating/Weeding

Staff continued to irrigate and weed the newer age classes of oak trees (Year 11 through 13) at Santa Barbara County Park and Live Oak Camp. Hand weeding was conducted as needed at the base of some trees.

Repair

Several of the Year 13 trees at Live Oak Camp were damaged from campers running over trees and infrastructure. COMB-FD staff quickly righted the trees and replaced the cages and posts and expect the trees to survive.

Tree Planting

This effort has been concluded for the year.

Annual Inventory

The 2022 Annual Inventory of all year classes was completed, and all the data were tabulated. The 2023 Annual Inventory will start in December.

End of Program Plan

A draft Lake Cachuma Oak Tree End of Program Plan was presented to the Lake Cachuma Oak Tree Committee on 5/17/23 and presented to the COMB Board on 5/22/23 when it was then finalized. The Plan is being followed as presented.

COMMITTEE STATUS:

Lake Cachuma Oak Tree Committee met on 9/14/23 and reviewed the 2022 Lake Cachuma Oak Tree Restoration Program Annual Report with the recommendation to forward to the Board. There is a separate Board memo to this regard.

LIST OF EXHIBITS:

N/A

WATER YEAR 22-23 CACHUMA PROJECT ALLOCATION

**CACHUMA OPERATION AND MAINTENANCE BOARD
WATER PRODUCTION AND WATER USE REPORT
FOR THE MONTH OF AUGUST 2023 AND THE WATER YEAR TO DATE (WYTD) ⁽¹⁾**

(All in rounded Acre Feet)

CACHUMA PROJECT		
WATER PRODUCTION:	MONTH	WYTD
Cachuma Lake (Tec. Diversion)	1,681.3	15,834.1
Tecolote Tunnel Infiltration	79.8	1,001.6
Cachuma Lake (County Park)	2.5	17.1
Subtotal - Water Production	1,763.6	16,852.8
WATER DELIVERIES:		
State Water Diversion	55.7	535.7
Cachuma Diversion	1,758.6	16,603.3
Storage gain/(loss) ⁽²⁾	(47.6)	(43.6)
Subtotal - Water Deliveries	1,766.7	17,095.4
Total Water Production	1,763.6	16,852.8
Total Water Deliveries	1,766.7	17,095.4
Difference = Apparent Water Loss	(3.1)	(242.6)
% Apparent Water Loss	-0.18%	-1.44%

SCC APPARENT WATER LOSS ALLOCATION (AWL) ⁽³⁾

	GWD	SB CITY	MWD	CVWD	TOTAL
CURRENT MONTH CHARGE / (ADJUSTMENT)					
M&I	0.0	0.0	0.0	0.0	0.0
Agriculture	0.0	0.0	0.0	0.0	0.0
Subtotal Cachuma Project	0.0	0.0	0.0	0.0	0.0
(+) State Water Project	0.0	0.0	0.0	0.0	0.0
Total Current Month	0.0	0.0	0.0	0.0	0.0
WATER YEAR-TO-DATE CHARGE / (ADJUSTMENT)					
M&I	0.0	0.0	0.0	0.0	0.0
Agriculture	0.0	0.0	0.0	0.0	0.0
Subtotal Cachuma Project	0.0	0.0	0.0	0.0	0.0
(+) State Water Project	0.0	0.0	0.0	0.0	0.0
Total AWL Charged (WYTD)	0.0	0.0	0.0	0.0	0.0
Total AWL Not Charged (WYTD)					(242.6)
Total AWL Incurred (WYTD)					(242.6)

CACHUMA PROJECT WATER CHARGE

	GWD	SB CITY	MWD	CVWD	SYRID #1	TOTAL
CURRENT MONTH						
Water Usage						
M&I	744.0	368.1	138.2	105.1	2.5	1,357.9
Agricultural	265.4	0.0	8.6	126.9	N/A	400.8
Subtotal Project Water Use	1,009.4	368.1	146.7	231.9	2.5	1,758.6
(+) Apparent Water Loss	0.0	0.0	0.0	0.0	N/A	0.0
(+) Evaporative Loss ⁽⁴⁾	0.0	0.0	0.0	0.0	0.0	0.0
Total Project Water Charge	1,009.4	368.1	146.7	231.9	2.5	1,758.6
WATER YEAR-TO-DATE						
Water Usage						
M&I	7,148.8	5,220.8	729.8	1,020.7	17.1	14,137.1
Agricultural	1,455.9	0.0	48.1	962.2	N/A	2,466.2
Subtotal Project Water Use	8,604.7	5,220.8	777.9	1,982.9	17.1	16,603.3
(+) Apparent Water Loss	0.0	0.0	0.0	0.0	N/A	0.0
(+) Evaporative Loss ⁽⁴⁾	175.3	461.9	47.9	69.5	82.5	837.1
Total Project Water Charge (*)	8,780.0	5,682.7	825.8	2,052.4	99.6	17,440.4

(*) Project Water Charge is applied first to Carryover Water balance and then to Current Year Water Allocation

WATER YEAR 22-23 CACHUMA PROJECT ALLOCATION

**CACHUMA OPERATION AND MAINTENANCE BOARD
WATER PRODUCTION AND WATER USE REPORT
FOR THE MONTH OF AUGUST 2023 AND THE WATER YEAR TO DATE (WYTD) ⁽¹⁾**

(All in rounded Acre Feet)

CACHUMA PROJECT WATER BALANCE

	GWD	SB CITY	MWD	CVWD	SYRID #1	TOTAL
Project Water Carryover - 10/1/2022	7,890.4	19,239.8	2,067.3	3,035.0	3,353.8	35,586.3
(-) Project Water Charge (WYTD)	2,727.0	2,789.2	296.7	671.7	(401.9)	6,082.7
Carryover Available Before Adjustments	5,163.4	16,450.6	1,770.6	2,363.3	3,755.7	29,503.6
<u>Adjustments to Carryover (WYTD)</u>						
State Water Exchange ⁽⁵⁾	0.0	0.0	0.0	0.0	(615.0)	(615.0)
Surplus ⁽⁶⁾	69.5	63.0	3.9	16.2	0.9	153.5
Carryover Spilled ⁽⁷⁾	(5,232.9)	(16,513.6)	(1,774.5)	(2,379.5)	(3,141.6)	(29,042.1)
Balance Project Water Carryover	0.0	0.0	0.0	0.0	0.0	0.0
Current Year Allocation ⁽⁸⁾	9,322.0	8,277.0	2,651.0	2,813.0	2,651.0	25,714.0
(-) Balance of Project Water Charge (WYTD)	6,052.9	2,893.5	529.1	1,380.7	501.5	11,357.7
Allocation Available Before Adjustments	3,269.1	5,383.5	2,121.9	1,432.3	2,149.5	14,356.3
<u>Adjustments to Allocation (WYTD)</u>						
State Water Exchange ⁽⁵⁾	222.0	147.0	147.0	99.0	0.0	615.0
Surplus ⁽⁶⁾	3,966.6	2,225.7	219.6	824.9	7.3	7,244.2
Transfers/Adjustment - SB/La Cumbre	0.0	0.0	0.0	0.0	0.0	0.0
Transfers/Adjustment - Bishop Ranch ⁽⁹⁾	100.0	0.0	0.0	0.0	0.0	100.0
Transfers/Adjustment - Juncal Transfer	0.0	0.0	0.0	0.0	0.0	0.0
Transfers/Adjustment - GWD/SB Overlap	0.0	0.0	0.0	0.0	0.0	0.0
Balance Current Year Allocation	7,557.7	7,756.2	2,488.5	2,356.2	2,156.8	22,315.4
Total Cachuma Project Water Available	7,557.7	7,756.2	2,488.5	2,356.2	2,156.8	22,315.4

ACCUMULATED DROUGHT WATER CREDIT (ADWC) BALANCE

	GWD	SB CITY	MWD	CVWD	SYRID #1	TOTAL
ADWC Balance - 10/1/2022 ⁽¹⁰⁾	543.8	482.8	154.6	164.1	154.6	1,500.0
(-) ADWC Water Charge (WYTD)	0.0	0.0	0.0	0.0	0.0	0.0
<u>Adjustments to ADWC (WYTD)</u>						
ADWC Spilled ⁽⁷⁾	(543.8)	(482.8)	(154.6)	(164.1)	(154.6)	(1,500.0)
Balance ADWC	0.0	0.0	0.0	0.0	0.0	0.0
Total Cachuma Project + ADWC Available	7,557.7	7,756.2	2,488.5	2,356.2	2,156.8	22,315.4

Footnotes

- (1) Water Year = October 1 through September 30; WYTD = Water Year to Date
- (2) Includes Lauro and Ortega Reservoirs only
- (3) Based on correspondence from Michael Jackson, dated 09/15/17, which revised the approach to the assessment for unaccounted for water loss based on lake conditions
- (4) Per USBR, evaporation is applied to Cachuma Carryover and SWP water through standard contract formula effective April 1, 2017
- (5) Per SWP Exchange Agrmt GWD received 0 AF; City of SB received 0 AF; MWD received 0 AF; and CVWD received 0 AF from ID#1 in August 2023
- (6) Per USBR, surplus water became available to Member Units beginning 2/26/23 and ended 6/30/23
- (7) Spill releases from Bradbury Dam in February 2023 (69,977 AF) reduced SWP, Carryover, and ADWC accounts
- (8) Per USBR, 100% mid-year allocation to Member Units, effective 2/28/23
- (9) Transfer per Contract for Exchange Water with Thomas B. Bishop Company and GWD (100 AF)
- (10) Correspondence from Michael Jackson to the Member Units (MU's) dated 9/14/2022 revised the Downstream Users Accounting Reports effective August 2022 as produced by Reclamation. A credit of 1,500 acre-feet of water from the Below Narrows Account was transferred to the MU's based on provisions of the September 17, 2002 Settlement Agreement.
- (11) Memo only - State Water Deliveries to Lake Cachuma for August 2023 was 118 AF
- (12) Memo only - MWD has received 234.76 AF under the City of SB / MWD WSA ("Desal") for this Contract Year (July 1 - June 30)

SUMMARY OF WATER USED
CACHUMA PROJECT - CONTRACT #175R-1802

Contract Year: 10/1/22 to: 9/30/23

Contract Entity: **Goleta Water District**
 Update by COMB 8/31/2023

Month	Carryover Balance Prior Yr	Approved Allocation Curr Yr
Oct	7,890.4	-
Nov	-	-
Dec	-	-
Jan	-	-
Feb	-	9,322.0
Mar	-	-
Apr	-	-
May	-	-
Jun	-	-
Jul	-	-
Aug	-	-
Sep	-	-
Total	7,890.4	9,322.0

TOTAL WATER USED			WATER USE CHARGED			WATER USE CHARGED		
Acre-feet			Allocation			Allocation		
M & I	Agr	Total	Evap	Used	Total	M & I	Agr	Total
501.5	197.9	699.4	87.1	699.4	786.6	564.5	222.1	-
406.0	116.9	523.0	45.1	523.0	568.0	438.6	129.4	-
207.9	28.5	236.4	18.1	236.4	254.6	221.0	33.6	-
437.9	21.0	458.9	10.0	458.9	468.9	445.0	23.8	-
569.3	64.7	634.0	14.9	634.0	649.0	579.7	69.3	-
747.6	64.3	811.9	-	-	-	-	-	747.6 64.3 811.9
888.3	91.0	979.3	-	-	-	-	-	888.3 91.0 979.3
874.6	153.5	1,028.1	-	-	-	-	-	874.6 153.5 1,028.1
932.7	214.7	1,147.4	-	-	-	-	-	932.7 214.7 1,147.4
839.0	238.0	1,077.0	-	-	-	-	-	839.0 238.0 1,077.0
744.0	265.4	1,009.4	-	-	-	-	-	744.0 265.4 1,009.4
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
7,148.8	1,455.9	8,604.7	175.3	2,551.7	2,727.0	2,248.8	478.2	5,026.1 1,026.8 6,052.9

Month	CONVERSIONS (M&I AND AG SPLIT)			
	CARRYOVER WATER		CURR YR ALLOCATION	
	M & I	Agr	M & I	Agr
Oct	-	-	-	-
Nov	-	-	-	-
Dec	-	-	-	-
Jan	-	-	-	-
Feb	-	-	-	-
Mar	-	-	-	-
Apr	-	-	-	-
May	-	-	-	-
Jun	-	-	-	-
Jul	-	-	-	-
Aug	-	-	-	-
Sep	-	-	-	-

Month	SCHEDULE AND REVISIONS			SCHEDULE AND REVISIONS		
	Total	Allocation		Allocation		Total
		M & I	Agr	M & I	Agr	
Oct	7,890.4	5,705.0	2,185.4	-	-	-
Nov	-	-	-	26.2	19.8	46.0
Dec	-	-	-	-	-	-
Jan	-	-	-	-	-	-
Feb	(5,163.4)	(3,456.2)	(1,707.2)	6,012.4	3,309.6	9,322.0
Mar	-	-	-	747.6	64.3	811.9
Apr	-	-	-	988.3	91.0	1,079.3
May	-	-	-	874.6	153.5	1,028.1
Jun	-	-	-	932.7	214.7	1,147.4
Jul	-	-	-	93.3	82.7	176.0
Aug	-	-	-	-	-	-
Sep	-	-	-	-	-	-

Month	BALANCE - CARRYOVER WATER			BALANCE - CURR YR ALLOC		
	Total	Allocation		Allocation		Total
		M & I	Agr	M & I	Agr	
Oct	7,103.9	5,140.5	1,963.3	26.2	19.8	46.0
Nov	6,535.8	4,701.9	1,833.9	26.2	19.8	46.0
Dec	6,281.2	4,480.9	1,800.3	26.2	19.8	46.0
Jan	5,812.4	4,035.9	1,776.5	26.2	19.8	46.0
Feb	-	-	-	6,038.6	3,329.4	9,368.0
Mar	-	-	-	6,038.6	3,329.4	9,368.0
Apr	-	-	-	6,138.6	3,329.4	9,468.0
May	-	-	-	6,138.6	3,329.4	9,468.0
Jun	-	-	-	6,138.6	3,329.4	9,468.0
Jul	-	-	-	5,392.9	3,174.1	8,567.0
Aug	-	-	-	4,648.9	2,908.8	7,557.7
Sep	-	-	-	-	-	-

TOTAL CACHUMA PROJECT BALANCE (CARRYOVER + CURRENT YR ALLOCATION) 7,557.7

Footnotes
 (1) Schedule and Revisions (February 2023) - Includes Surplus Water (+69.5AF), Carryover Water Spilled (-5,232.9AF), WY 23 Allocation (+9,322AF)
 (2) Schedule and Revisions (April 2023) - Includes Surplus Water (+979.3AF), Bishop Ranch Exchange (+100AF)

SUMMARY OF WATER USED
CACHUMA PROJECT - CONTRACT #175R-1802

Contract Year: 10/1/22 to: 9/30/23

Contract Entity: **City of Santa Barbara**
 Update by COMB 8/31/2023

Month	Carryover Balance Prior Yr	Approved Allocation Curr Yr	TOTAL WATER USED			WATER USE CHARGED			WATER USE CHARGED				
			Acre-feet			Evap	Used	Total	Allocation		Allocation		Total
			M & I	Agr	Total				M & I	-----	M & I	-----	
Oct	19,239.8	-	651.3	-	651.3	218.5	651.3	869.9	869.9	-	-	-	
Nov	-	-	466.2	-	466.2	119.5	466.2	585.6	585.6	-	-	-	
Dec	-	-	352.2	-	352.2	49.8	352.2	402.0	402.0	-	-	-	
Jan	-	-	315.5	-	315.5	28.6	315.5	344.0	344.0	-	-	-	
Feb	-	8,277.0	542.1	-	542.1	45.5	542.1	587.7	587.7	-	-	-	
Mar	-	-	548.3	-	548.3	-	-	-	-	-	548.3	548.3	
Apr	-	-	526.4	-	526.4	-	-	-	-	-	526.4	526.4	
May	-	-	571.2	-	571.2	-	-	-	-	-	571.2	571.2	
Jun	-	-	579.8	-	579.8	-	-	-	-	-	579.8	579.8	
Jul	-	-	299.7	-	299.7	-	-	-	-	-	299.7	299.7	
Aug	-	-	368.1	-	368.1	-	-	-	-	-	368.1	368.1	
Sep	-	-	-	-	-	-	-	-	-	-	-	-	
Total	19,239.8	8,277.0	5,220.8	-	5,220.8	461.9	2,327.3	2,789.2	2,789.2	-	2,893.5	2,893.5	

Month	CONVERSIONS (M&I AND AG SPLIT)			
	CARRYOVER WATER		CURR YR ALLOCATION	
	M & I	Agr	M & I	Agr
Oct	-	-	-	-
Nov	-	-	-	-
Dec	-	-	-	-
Jan	-	-	-	-
Feb	-	-	-	-
Mar	-	-	-	-
Apr	-	-	-	-
May	-	-	-	-
Jun	-	-	-	-
Jul	-	-	-	-
Aug	-	-	-	-
Sep	-	-	-	-

Month	SCHEDULE AND REVISIONS			SCHEDULE AND REVISIONS		
	Total	Allocation		Total	Allocation	
		M & I	-----		M & I	-----
Oct	19,239.8	19,239.8	-	-	-	-
Oct	-	-	-	30.0	-	30.0
Nov	-	-	-	-	-	-
Dec	-	-	-	-	-	-
Jan	-	-	-	-	-	-
Feb	(16,450.6)	(16,450.6)	-	8,277.0	-	8,277.0
Mar	-	-	-	548.3	-	548.3
Apr	-	-	-	526.4	-	526.4
May	-	-	-	571.2	-	571.2
Jun	-	-	-	579.8	-	579.8
Jul	-	-	-	117.0	-	117.0
Aug	-	-	-	-	-	-
Sep	-	-	-	-	-	-

Month	BALANCE - CARRYOVER WATER			BALANCE - CURR YR ALLOC		
	Total	Allocation		Total	Allocation	
		M & I	-----		M & I	-----
Oct	18,369.9	18,369.9	-	30.0	-	30.0
Nov	17,784.3	17,784.3	-	30.0	-	30.0
Dec	17,382.3	17,382.3	-	30.0	-	30.0
Jan	17,038.3	17,038.3	-	30.0	-	30.0
Feb	-	-	-	8,307.0	-	8,307.0
Mar	-	-	-	8,307.0	-	8,307.0
Apr	-	-	-	8,307.0	-	8,307.0
May	-	-	-	8,307.0	-	8,307.0
Jun	-	-	-	8,307.0	-	8,307.0
Jul	-	-	-	8,124.3	-	8,124.3
Aug	-	-	-	7,756.2	-	7,756.2
Sep	-	-	-	-	-	-

TOTAL CACHUMA PROJECT BALANCE (CARRYOVER + CURRENT YR ALLOCATION) 7,756.2

Footnotes
 (1) Schedule and Revisions (February 2023) - Includes Surplus Water (+63AF), Carryover Water Spilled (-16,513.6AF), WY 23 Allocation (+8,277AF)

SUMMARY OF WATER USED
CACHUMA PROJECT - CONTRACT #175R-1802

Contract Year: 10/1/22 to: 9/30/23

Contract Entity: **Montecito Water District**
 Update by COMB 8/31/2023

Month	Carryover Balance Prior Yr	Approved Allocation Curr Yr
Oct	2,067.3	-
Nov	-	-
Dec	-	-
Jan	-	-
Feb	-	2,651.0
Mar	-	-
Apr	-	-
May	-	-
Jun	-	-
Jul	-	-
Aug	-	-
Sep	-	-
Total	2,067.3	2,651.0

TOTAL WATER USED			WATER USE CHARGED				WATER USE CHARGED			
Acre-feet			Allocation				Allocation			
M & I	Agr	Total	Evap	Used	Total	M & I	Agr	M & I	Agr	Total
174.7	15.3	190.0	22.8	190.0	212.7	189.3	23.4	-	-	-
24.8	1.8	26.6	12.1	26.6	38.7	32.2	6.5	-	-	-
-	-	-	5.1	-	5.1	5.0	0.2	-	-	-
0.9	0.0	0.9	3.0	0.9	3.9	2.7	1.2	-	-	-
30.2	1.1	31.3	4.9	31.3	36.1	33.1	3.0	-	-	-
7.6	0.2	7.8	-	-	-	-	-	7.6	0.2	7.8
88.2	3.3	91.5	-	-	-	-	-	88.2	3.3	91.5
75.0	5.6	80.6	-	-	-	-	-	75.0	5.6	80.6
37.3	2.4	39.8	-	-	-	-	-	37.3	2.4	39.8
153.0	9.8	162.8	-	-	-	-	-	153.0	9.8	162.8
138.2	8.6	146.7	-	-	-	-	-	138.2	8.6	146.7
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
729.8	48.1	777.9	47.9	248.8	296.7	262.4	34.3	499.2	29.9	529.1

Month	CONVERSIONS (M&I AND AG SPLIT)			
	CARRYOVER WATER		CURR YR ALLOCATION	
	M & I	Agr	M & I	Agr
Oct	-	-	-	-
Nov	-	-	-	-
Dec	-	-	-	-
Jan	-	-	-	-
Feb	-	-	-	-
Mar	-	-	-	-
Apr	-	-	-	-
May	-	-	-	-
Jun	-	-	-	-
Jul	-	-	-	-
Aug	-	-	-	-
Sep	-	-	-	-

Month	SCHEDULE AND REVISIONS			SCHEDULE AND REVISIONS		
	Total	Allocation		Allocation		Total
		M & I	Agr	M & I	Agr	
Oct	2,067.3	1,325.6	741.7	-	-	-
Nov	-	-	-	17.1	12.9	30.0
Dec	-	-	-	-	-	-
Jan	-	-	-	-	-	-
Feb	(1,770.6)	(1,063.3)	(707.3)	2,306.4	344.6	2,651.0
Mar	-	-	-	7.6	0.2	7.8
Apr	-	-	-	88.2	3.3	91.5
May	-	-	-	75.0	5.6	80.6
Jun	-	-	-	37.3	2.4	39.8
Jul	-	-	-	62.0	55.0	117.0
Aug	-	-	-	-	-	-
Sep	-	-	-	-	-	-

Month	BALANCE - CARRYOVER WATER			BALANCE - CURR YR ALLOC		
	Total	Allocation		Allocation		Total
		M & I	Agr	M & I	Agr	
Oct	1,854.6	1,136.3	718.2	17.1	12.9	30.0
Nov	1,815.8	1,104.1	711.7	17.1	12.9	30.0
Dec	1,810.7	1,099.1	711.6	17.1	12.9	30.0
Jan	1,806.8	1,096.4	710.4	17.1	12.9	30.0
Feb	-	-	-	2,323.5	357.5	2,681.0
Mar	-	-	-	2,323.5	357.5	2,681.0
Apr	-	-	-	2,323.5	357.5	2,681.0
May	-	-	-	2,323.5	357.5	2,681.0
Jun	-	-	-	2,323.5	357.5	2,681.0
Jul	-	-	-	2,232.6	402.7	2,635.2
Aug	-	-	-	2,094.4	394.1	2,488.5
Sep	-	-	-	-	-	-

TOTAL CACHUMA PROJECT BALANCE (CARRYOVER + CURRENT YR ALLOCATION) 2,488.5

Footnotes
 (1) Schedule and Revisions (February 2023) - Includes Surplus Water (+3.9AF), Carryover Water Spilled (-1,774.5AF), WY 23 Allocation (+2,651AF)

SUMMARY OF WATER USED
CACHUMA PROJECT - CONTRACT #175R-1802

Contract Year: 10/1/22 to: 9/30/23

Contract Entity: **Carpinteria Valley Water District**
 Update by COMB 8/31/2023

Month	Carryover Balance Prior Yr	Approved Allocation Curr Yr	TOTAL WATER USED			WATER USE CHARGED			WATER USE CHARGED				
			Acre-feet			Evap	Used	Total	Allocation		Allocation		Total
			M & I	Agr	Total				M & I	Agr	M & I	Agr	
Oct	3,035.0	-	114.2	155.2	269.3	33.5	269.3	302.8	132.2	170.7	-	-	-
Nov	-	-	38.5	44.6	83.2	17.7	83.2	100.9	48.3	52.6	-	-	-
Dec	-	-	13.0	8.0	21.0	7.4	21.0	28.5	17.1	11.4	-	-	-
Jan	-	-	61.3	23.0	84.3	4.2	84.3	88.6	63.6	24.9	-	-	-
Feb	-	2,813.0	89.5	54.8	144.3	6.6	144.3	150.9	93.1	57.8	-	-	-
Mar	-	-	52.3	25.5	77.8	-	-	-	-	-	52.3	25.5	77.8
Apr	-	-	128.0	97.7	225.7	-	-	-	-	-	128.0	97.7	225.7
May	-	-	127.2	100.4	227.5	-	-	-	-	-	127.2	100.4	227.5
Jun	-	-	147.5	146.4	293.9	-	-	-	-	-	147.5	146.4	293.9
Jul	-	-	144.1	179.7	323.9	-	-	-	-	-	144.1	179.7	323.9
Aug	-	-	105.1	126.9	231.9	-	-	-	-	-	105.1	126.9	231.9
Sep	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	3,035.0	2,813.0	1,020.7	962.2	1,982.9	69.5	602.2	671.7	354.3	317.4	704.1	676.6	1,380.7

Month	CONVERSIONS (M&I AND AG SPLIT)			
	CARRYOVER WATER		CURR YR ALLOCATION	
	M & I	Agr	M & I	Agr
Oct	-	-	-	-
Nov	-	-	-	-
Dec	-	-	-	-
Jan	-	-	-	-
Feb	-	-	-	-
Mar	-	-	-	-
Apr	-	-	-	-
May	-	-	-	-
Jun	-	-	-	-
Jul	-	-	-	-
Aug	-	-	-	-
Sep	-	-	-	-

Month	SCHEDULE AND REVISIONS			SCHEDULE AND REVISIONS		
	Total	Allocation		Allocation		Total
		M & I	Agr	M & I	Agr	
Oct	3,035.0	1,631.7	1,403.3	-	-	-
Nov	-	-	-	11.4	8.6	20.0
Dec	-	-	-	-	-	-
Jan	-	-	-	-	-	-
Feb	(2,363.3)	(1,277.4)	(1,085.9)	1,406.5	1,406.5	2,813.0
Mar	-	-	-	52.3	25.5	77.8
Apr	-	-	-	128.0	97.7	225.7
May	-	-	-	127.2	100.4	227.5
Jun	-	-	-	147.5	146.4	293.9
Jul	-	-	-	41.9	37.1	79.0
Aug	-	-	-	-	-	-
Sep	-	-	-	-	-	-

Month	BALANCE - CARRYOVER WATER			BALANCE - CURR YR ALLOC		
	Total	Allocation		Allocation		Total
		M & I	Agr	M & I	Agr	
Oct	2,732.2	1,499.5	1,232.7	11.4	8.6	20.0
Nov	2,631.3	1,451.2	1,180.0	11.4	8.6	20.0
Dec	2,602.8	1,434.1	1,168.7	11.4	8.6	20.0
Jan	2,514.3	1,370.5	1,143.8	11.4	8.6	20.0
Feb	-	-	-	1,417.9	1,415.1	2,833.0
Mar	-	-	-	1,417.9	1,415.1	2,833.0
Apr	-	-	-	1,417.9	1,415.1	2,833.0
May	-	-	-	1,417.9	1,415.1	2,833.0
Jun	-	-	-	1,417.9	1,415.1	2,833.0
Jul	-	-	-	1,315.6	1,272.5	2,588.1
Aug	-	-	-	1,210.6	1,145.7	2,356.2
Sep	-	-	-	-	-	-

TOTAL CACHUMA PROJECT BALANCE (CARRYOVER + CURRENT YR ALLOCATION) 2,356.2

Footnotes
 (1) Schedule and Revisions (February 2023) - Includes Surplus Water (+16.2AF), Carryover Water Spilled (-2,379.5AF), WY 23 Allocation (+2,813AF)

SUMMARY OF WATER USED
CACHUMA PROJECT - CONTRACT #175R-1802

Contract Year: 10/1/22 to: 9/30/23

Contract Entity: **Santa Ynez River Water Conservation District, ID#1**
 Update by COMB 8/31/2023

Month	Carryover Balance Prior Yr	Approved Allocation Curr Yr
Oct	3,353.8	-
Nov	-	-
Dec	-	-
Jan	-	-
Feb	-	2,651.0
Mar	-	-
Apr	-	-
May	-	-
Jun	-	-
Jul	-	-
Aug	-	-
Sep	-	-
Total	3,353.8	2,651.0

TOTAL WATER USED			WATER USE CHARGED				WATER USE CHARGED			
Acre-feet			Allocation				Allocation			
M & I	Agr	Total	Evap	Used	Total	M & I	Agr	M & I	Agr	Total
1.6	-	1.6	38.7	1.6	40.3	11.7	28.7	-	-	-
1.4	-	1.4	21.0	1.4	22.4	6.6	15.8	-	-	-
0.8	-	0.8	8.9	0.8	9.8	3.0	6.7	-	-	-
0.8	-	0.8	5.2	0.8	6.0	2.1	3.9	-	-	-
-	-	-	8.6	-	8.6	4.3	4.3	-	-	-
1.0	-	1.0	-	-	-	-	-	1.0	-	1.0
1.9	-	1.9	-	-	-	-	-	1.9	-	1.9
1.7	-	1.7	-	-	-	-	-	1.7	-	1.7
2.7	-	2.7	-	-	-	-	-	2.7	-	2.7
2.7	-	2.7	-	-	-	-	-	2.7	-	2.7
2.5	-	2.5	-	-	-	-	-	2.5	-	2.5
-	-	-	-	-	-	-	-	-	-	-
17.1	-	17.1	82.5	4.6	87.1	27.7	59.4	12.5	-	12.5

Month	CONVERSIONS (M&I AND AG SPLIT)			
	CARRYOVER WATER		CURR YR ALLOCATION	
	M & I	Agr	M & I	Agr
Oct	-	-	-	-
Nov	-	-	-	-
Dec	-	-	-	-
Jan	-	-	-	-
Feb	-	-	-	-
Mar	-	-	-	-
Apr	-	-	-	-
May	-	-	-	-
Jun	-	-	-	-
Jul	-	-	-	-
Aug	-	-	-	-
Sep	-	-	-	-

Month	SCHEDULE AND REVISIONS				SCHEDULE AND REVISIONS			
	Total	Allocation		Allocation		Total		
		M & I	Agr	M & I	Agr			
Begin Bal	3,353.8	872.5	2,481.3	-	-	-		
ID#1 Exch (-126AF)	(126.0)	(71.8)	(54.2)	-	-	-		
Surplus, Spill, Allocation ⁽¹⁾	(3,140.7)	(773.0)	(2,367.7)	1,371.5	1,279.5	2,651.0		
Surplus (+1.0AF)	-	-	-	1.0	-	1.0		
Surplus (+1.9AF)	-	-	-	1.9	-	1.9		
Surplus (+1.7AF)	-	-	-	1.7	-	1.7		
Surplus (+2.7AF)	-	-	-	2.7	-	2.7		
ID#1 Exch (-489AF)	-	-	-	(259.2)	(229.8)	(489.0)		
Aug	-	-	-	-	-	-		
Sep	-	-	-	-	-	-		

Month	BALANCE - CARRYOVER WATER			BALANCE - CURR YR ALLOC			
	County Parks Usage (AF)	Allocation		Allocation		Total	
		M & I	Agr	M & I	Agr		
Oct	1.6	3,187.4	789.0	2,398.5	-	-	
Nov	1.4	3,165.0	782.4	2,382.7	-	-	
Dec	0.8	3,155.3	779.3	2,375.9	-	-	
Jan	0.8	3,149.2	777.3	2,372.0	-	-	
Feb	-	-	-	-	1,371.5	1,279.5	2,651.0
Mar	1.0	-	-	-	1,371.5	1,279.5	2,651.0
Apr	1.9	-	-	-	1,371.5	1,279.5	2,651.0
May	1.7	-	-	-	1,371.5	1,279.5	2,651.0
Jun	2.7	-	-	-	1,371.5	1,279.5	2,651.0
Jul	2.7	-	-	-	1,109.6	1,049.7	2,159.3
Aug	2.5	-	-	-	1,107.1	1,049.7	2,156.8
Sep	-	-	-	-	-	-	-

TOTAL CACHUMA PROJECT BALANCE (CARRYOVER + CURRENT YR ALLOCATION) 2,156.8

Footnotes

(1) Schedule and Revisions (February 2023) - Includes Surplus Water (+0.9AF), Carryover Water Spilled (-3,141.6AF), WY 23 Allocation (+2,651AF)

SUMMARY OF WATER USED
CACHUMA PROJECT - CONTRACT #175R-1802

Contract Year: 10/1/22 to: 9/30/23

Contract Entity: **Santa Barbara Co. Water Agency**
 Update by COMB 8/31/2023

Month	Carryover Balance Prior Yr	Approved Allocation Curr Yr	TOTAL WATER USED				WATER USE CHARGED					WATER USE CHARGED		
			Acre-feet				Evap			Allocation		Allocation		
			Use %	M & I	Agr	Total		Div	Total	M & I	Agr	M & I	Agr	Total
Oct	35,586.3	-	0.1	1,443.3	368.4	1,811.6	400.7	1,811.6	2,212.3	1,767.5	444.8	-	-	-
Nov	-	-	0.0	937.0	163.4	1,100.4	215.4	1,100.4	1,315.7	1,111.4	204.3	-	-	-
Dec	-	-	0.0	573.9	36.6	610.5	89.4	610.5	699.9	648.1	51.9	-	-	-
Jan	-	-	0.0	816.4	44.0	860.4	51.1	860.4	911.5	857.5	53.9	-	-	-
Feb	-	25,714.0	0.0	1,231.1	120.7	1,351.7	80.5	1,351.7	1,432.2	1,297.8	134.4	-	-	-
Mar	-	-	0.0	1,356.8	90.0	1,446.8	-	-	-	-	-	1,356.8	90.0	1,446.8
Apr	-	-	0.0	1,632.8	192.0	1,824.8	-	-	-	-	-	1,632.8	192.0	1,824.8
May	-	-	0.0	1,649.6	259.5	1,909.1	-	-	-	-	-	1,649.6	259.5	1,909.1
Jun	-	-	0.1	1,700.0	363.5	2,063.5	-	-	-	-	-	1,700.0	363.5	2,063.5
Jul	-	-	0.0	1,438.5	427.5	1,866.0	-	-	-	-	-	1,438.5	427.5	1,866.0
Aug	-	-	0.0	1,357.9	400.8	1,758.6	-	-	-	-	-	1,357.9	400.8	1,758.6
Sep	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	35,586.3	25,714.0	0.4	14,137.1	2,466.2	16,603.3	837.1	5,734.6	6,571.7	5,682.3	889.4	9,135.5	1,733.3	10,868.7

Month	CONVERSIONS (M&I AND AG SPLIT)			
	CARRYOVER WATER		CURR YR ALLOCATION	
	M & I	Agr	M & I	Agr
Oct	-	-	-	-
Nov	-	-	-	-
Dec	-	-	-	-
Jan	-	-	-	-
Feb	-	-	-	-
Mar	-	-	-	-
Apr	-	-	-	-
May	-	-	-	-
Jun	-	-	-	-
Jul	-	-	-	-
Aug	-	-	-	-
Sep	-	-	-	-

Month	SCHEDULE AND REVISIONS				SCHEDULE AND REVISIONS		
	Begin Bal	Total	Allocation		Allocation		Total
			M & I	Agr	M & I	Agr	
Oct		35,586.3	28,774.6	6,811.7	-	-	-
Nov		(126.0)	(71.8)	(54.2)	84.7	41.3	126.0
Dec		-	-	-	-	-	-
Jan		-	-	-	-	-	-
Feb		(28,888.6)	(23,020.5)	(5,868.2)	19,373.8	6,340.2	25,714.0
Mar		-	-	-	1,356.8	90.0	1,446.8
Apr		-	-	-	1,732.8	192.0	1,924.8
May		-	-	-	1,649.6	259.5	1,909.08
Jun		-	-	-	1,700.0	363.5	2,063.5
Jul		-	-	-	55.0	(55.0)	-
Aug		-	-	-	-	-	-
Sep		-	-	-	-	-	-

Month	BALANCE - CARRYOVER WATER				BALANCE - CURR YR ALLOC		
	County Parks Usage (AF)	Total	Allocation		Allocation		Total
			M & I	Agr	M & I	Agr	
Oct	1.6	33,248.0	26,935.3	6,312.7	84.7	41.3	126.0
Nov	1.4	31,932.3	25,823.9	6,108.4	84.7	41.3	126.0
Dec	0.8	31,232.4	25,175.9	6,056.5	84.7	41.3	126.0
Jan	0.8	30,320.9	24,318.3	6,002.6	84.7	41.3	126.0
Feb	-	-	-	-	19,458.5	6,381.5	25,840.0
Mar	1.0	-	-	-	19,458.5	6,381.5	25,840.0
Apr	1.9	-	-	-	19,558.5	6,381.5	25,940.0
May	1.7	-	-	-	19,558.5	6,381.5	25,940.0
Jun	2.7	-	-	-	19,558.5	6,381.5	25,940.0
Jul	2.7	-	-	-	18,175.0	5,899.0	24,074.0
Aug	2.5	-	-	-	16,817.1	5,498.3	22,315.4
Sep	-	-	-	-	-	-	-

TOTAL CACHUMA PROJECT BALANCE (CARRYOVER + CURRENT YR ALLOCATION) 22,315.4

Footnotes

(1) Schedule and Revisions (February 2023) - Includes Surplus Water (+153.5AF), Carryover Water Spilled (-29,042.1AF), WY 23 Allocation (+25,714AF)



September 2023

Day ¹	Lake Cachuma				Rainfall		Evaporation ³		CCWA Inflow	Release					Computed Inflow ⁵	
	Elevation	Storage ²	Change in Storage	Surface Area						Park Use	Tunnel	Hilton Creek	WR 89-18	Outlet ⁴		Spillway
SHEF Tag→	HL	LS	LC		PP	PPAF	EV	EVAF	QICCWA		QUTEC	QUHIL	QUWATR	QU	QS	QI
	ft	acre-feet	acre-feet	acres	inches	acre-feet	inches	acre-feet	acre-feet	acre-feet	acre-feet	acre-feet	acre-feet	acre-feet	acre-feet	acre-feet
31	750.15	184,207														
1	750.08	183,994	(213.0)	3,029.2	-	-	0.280	53.72	12.90	0.05	76.79	13.58	-	66.00	-	(15.79)
2	750.04	183,873	(121.7)	3,027.9	0.02	5.0	0.210	40.27	13.15	0.05	78.13	13.54	-	66.00	-	58.06
3	749.97	183,661	(212.0)	3,025.4	-	-	0.090	17.24	13.14	0.05	77.55	13.52	-	65.00	-	(51.75)
4	749.92	183,510	(150.4)	3,023.6	-	-	0.190	36.38	13.15	0.05	57.23	13.50	-	65.00	-	8.61
5	749.87	183,360	(150.4)	3,021.7	-	-	0.230	44.02	4.35	0.05	36.95	13.51	-	66.00	-	5.77
6	749.81	183,179	(180.5)	3,019.5	-	-	0.210	40.16	-	0.05	53.30	13.52	-	65.00	-	(8.46)
7	749.78	183,089	(90.2)	3,018.4	-	-	0.180	34.41	-	0.05	55.46	13.48	-	66.00	-	79.16
8	749.71	182,878	(210.6)	3,015.9	-	-	0.210	40.11	-	0.05	55.12	13.53	-	65.00	-	(36.76)
9	749.66	182,728	(150.4)	3,014.0	-	-	0.250	47.72	-	0.05	48.56	13.48	-	65.00	-	24.40
10	749.60	182,548	(180.5)	3,011.8	-	-	0.300	57.23	-	0.05	46.83	13.48	-	66.00	-	3.10
11	749.55	182,397	(150.4)	3,010.0	-	-	0.250	47.66	-	0.05	44.58	13.46	-	65.00	-	20.34
12	749.50	182,247	(150.4)	3,008.2	-	-	0.200	38.10	-	0.05	54.31	13.50	-	65.00	-	20.55
13	749.44	182,066	(180.5)	3,006.0	-	-	0.180	34.27	-	0.05	59.58	13.46	-	65.00	-	(8.13)
14	749.39	181,916	(150.4)	3,004.2	-	-	0.230	43.76	-	0.05	60.54	13.46	-	66.00	-	33.40
15	749.33	181,735	(180.5)	3,002.0	-	-	0.170	32.32	-	0.05	60.25	13.46	-	64.00	-	(10.41)
16	749.27	181,555	(180.5)	2,999.8	-	-	0.040	7.60	-	0.05	59.39	13.43	-	66.00	-	(34.02)
17	749.22	181,404	(150.4)	2,997.9	-	-	0.260	49.37	-	0.05	60.06	13.39	-	65.00	-	37.46
18	749.17	181,254	(150.4)	2,996.1	-	-	0.170	32.26	-	0.05	45.87	13.43	-	65.00	-	6.20
19	749.12	181,104	(150.4)	2,994.3	-	-	0.210	39.82	-	0.05	44.00	13.46	-	65.00	-	11.93
20	749.07	180,953	(150.4)	2,992.4	-	-	0.190	36.01	-	0.05	28.01	13.42	-	65.00	-	(7.92)
21	749.02	180,803	(150.4)	2,990.6	-	-	0.120	22.73	-	0.05	42.90	13.41	-	65.00	-	(6.32)
Total			(3,404.51)		0.02	5.05	4.170	795.16	56.69	1.50	1,145.42	283.02	-	1,371.00	-	129.40
Minimum	749.02	180,803	(213.03)	2,990.59	-	-	0.040	7.60	-	0.05	28.01	13.39	-	64.00	-	(51.75)
Average	749.55	182,393	(162.12)	3,009.95	0.00	0.24	0.199	37.86	2.70	0.05	54.54	13.48	-	65.29	-	6.16
Maximum	750.08	183,994	(90.25)	3,029.19	0.02	5.05	0.300	57.23	13.15	0.05	78.13	13.58	-	66.00	-	79.16

Comments

1. Data based on 24-hour period ending 0800
2. Storage volume based on 2021 bathymetric survey.
3. Evaporation in inches is the measured pan evaporation. Calculated evaporation in acre feet uses the September pan factor 76%
4. Indicated outlet release includes any leakage around gates.
5. Computed inflow is the sum of change in storage, releases, and evaporation minus precip on the reservoir surface and CCWA inflow.



**Santa Barbara County Parks Division,
Cachuma Lake Recreation Area
Summary of Aquatic Invasive Species Vessel Inspection Program
and Early Detection Monitoring Program: August 2023**



Cachuma Lake Recreation Area Launch Data -- August 2023		
Inspection Data		
Total Vessels Entering Park	473	
Total Vessels Launched	462	
Total Vessels Quarantined	11	
Returning (Tagged) Boats Launched	318	69%
Kayak/Canoe: Inspected, launched	144	31%
4-stroke Engines	*	
2-strokes, w/CARB star ratings	*	
2-strokes, NO emissions ratings	*	
Quarantine Data		
Total Vessels Quarantined	11	
Quarantined 14 days	*	
Quarantined 30 days	11	
Quarantine Cause		
Water on vessel*	*	
Debris on hull*	*	
Plug installed*	*	
From infected county	1	
Ballast tanks*	*	
Boat longer than 24 feet*	*	
Out-of-state	0	
Unspecified*	*	
Mandatory Quarantine All Untagged Boats	11	
Demographic Data		
Quarantined from infected county	1	
Quarantined from SB County	10	
Quarantined from uninfected co	0	

Boat Launch Tags: Boats with Cachuma Lake Boat Launch Tags attach boat to trailer.

No mussel species have been located on any vessel entering Cachuma Lake as of the last day of this month.

* These conditions are no longer being tracked.

EARLY DETECTION MONITORING PROGRAM SUMMARY

Summary: No Dreissenid Mussels were detected, nor Aquatic Invasive Species of any kind.

Inspection Site: Cachuma Lake Reservoir, Santa Barbara County, California.

Plankton Tow Inspection Dates: 2023.8.20

Artificial Substrate & Surface Survey Date: 2023.08.20

Method: 5 Artificial Substrate Stations; 24 meters/78.74 linear feet of line as well as ramp, dock, anchor, etc.

Surveyors: COSB, Parks Division Quagga Grant Staff (P. Medel).

Lake elevation: Max feet: 753.00, current 750.14; Max acre-feet: 192,978, current: 184,177;

Capacity: 95.4% At of the end of the survey month.