

AGENDA
PANOCHÉ WATER DISTRICT
ADJOURNED REGULAR BOARD OF DIRECTORS MEETING
AND
PROPOSITION 218 PUBLIC HEARING

April 18, 2023 – 9:30 a.m.

MEETING LOCATION
Panoche Water District Boardroom
52027 West Althea Ave.
Firebaugh, CA 93622

PRESIDENT’S ANNOUNCEMENT: Pursuant to Government Code Section 54952.3, Water Code sections 34740 and 34741, and the District’s Bylaws, let it be known that Board members may receive either: A \$100.00 stipend as compensation for participation in today’s meeting and for each day’s service rendered as a Director, not to exceed a total of \$600.00 in any calendar month, or, as an Executive Officer of the District, a \$500.00 per month stipend as compensation for their service to the District.

1. CALL TO ORDER

2. REVIEW OF AGENDA: The Board will consider corrections and/or additions to the Agenda of items requiring immediate action that came to the attention of the Board after the Agenda was posted.

3. ROLL CALL: A quorum will be confirmed and the Board will consider appointment of an acting Officer(s) in the event the President, Vice-President, and/or Secretary is absent from the meeting.

4. POTENTIAL CONFLICTS OF INTEREST: Any Board member who has a potential conflict of interest may now identify the Agenda Item and recuse themselves from discussing and voting on the matter. [Government Code Section 87105]

5. PUBLIC COMMENT: The Board of Directors welcomes participation in Board meetings. The public may address matters under the jurisdiction of the Board that have not been posted in the Agenda. The public will be given the opportunity to address the Board on any item in the Agenda at this time or before the Board’s consideration of that item. If members of the public desire to address the Board relative to a particular Agenda item at the time it is to be considered, they should so notify the President of the Board at this time. Please note, California Law prohibits the Board from taking action on any matter during a regular meeting that is not on the posted Agenda unless the Board determines that it is an emergency or one of the other situations specified in Government Code Section 54954.2. During a special meeting, the Board may not take action on any matter that is not on the posted Agenda. The President may limit the total amount of time allocated for public comment on particular issues to 3 minutes for each individual speaker.

6. PROPOSED 2023-2024 WATER RATES AND LAND-BASED CHARGES PUBLIC HEARING

At approximately 9:30 a.m., President Barcellos will open the Public Hearing to receive testimony on the District's proposed 2023-2024 Water Rates and Land-Based Charges. After all public testimony has been received, President Barcellos will close the Public Hearing and Official Protest Period.

7. DIVISION REPORTS:

- A. Water Operations & Maintenance – Juan Cadena
- B. Administration – Ara Azhderian
- C. Ethics, Compliance, & Human Resources – Lorena Chagoya

8. PANOCHÉ WATER & DRAINAGE DISTRICTS JOINT CLOSED SESSION: Conference with Legal Counsel.

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation pursuant to Section 54956.9(d), paragraph (2) or (3):

Number of Cases: Three

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Section 54956.9(d)(1):

Names of Cases:

- i. PCFFA v. Glaser, et. al.
US District Court, E.D. Cal, Case No. 2:11-cv-02980

9. REPORT FROM JOINT CLOSED SESSION (GOVERNMENT CODE SECTION 54957.1)

10. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation pursuant to Section 54956.9(d), paragraph (2) or (3):

Number of Cases: Four

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Section 54956.9(d)(1):

Names of Cases:

- ii. Imani Percoats & Chris Bettencourt vs. Panoche Water District
Fresno County Superior Court Case No. 18CECG01651
- iii. Center for Biological Diversity, et al. v. United States, et al.
US District Court, E.D. Cal, Case No. 1:20-CV-00760 DAD-EPG
- v. North Coast Rivers Alliance, et al. v. Kenneth Salazar, et al.
US District Court, E.D. Cal., Case No. 1:16-cv-00307-DAD-SKO
- vi. Firebaugh Canal Water District & Central California Water District v. United States, et al.

US District Court, E.D. Cal., Case 1:88-cv-00634-LJO-SKO

- C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
 Property: Irrigation Water
 Agency Negotiator: Ara Azhderian, General Manager
 Negotiating Parties: Eastside Canal & Irrigation Company
 Under Negotiation: Price and terms.
- D. CONFERENCE REGARDING LABOR NEGOTIATIONS AND RECRUITMENT [GOV CODE §54950]
 Pursuant to Section 54957.6:
 Agency Designated Representative: Ara Azhderian, General Manager
 Employee Organization: International Brotherhood of Electrical Workers Local 1245
- Pursuant to Section 54957(b)(1):
 The Board will confer regarding recruitment for the position of General Manager.

11. REPORT FROM CLOSED SESSION**12. CONSENT CALENDAR**

All matters listed on the Consent Calendar are considered to be routine and non-controversial and will be acted upon by a single action of the Board of Directors, unless a Board Member requests separate consideration of the item. If such a request is made, the item may be heard as an Action Item at this meeting. The Board will review and consider (Tab 2):

- Accepting the Quarterly Investment Report for the period ending March 31, 2023;
- Accepting the monthly financial statements for the period ending March 31, 2023;
- Accepting the Director’s Monthly Credit Card Usage Report.

ACTION ITEMS

- 13.** The Board to review and consider authorizing execution of a Reclamation Reform Act Section 215 Water Contract with the Bureau of Reclamation (Azhderian – Tab 3);
- 14.** The Board to review and consider authorizing negotiation of a Conveyance Agreement with West Stanislaus Irrigation District (Azhderian – Tab 4);
- 15.** The Board to review and consider amending the 1) 2023-24 fiscal-year budget; 2) the Central Valley Project and supplemental water rates; and 3) the 2023-24 Operations & Maintenance rates (Azhderian – Tab 5);
- 16.** The Board to review and consider authorizing execution of a Consulting Services Agreement with Water & Land Solutions (Azhderian – Tab 6);
- 17.** The Board to review and consider authorizing execution of an Agreement for Professional Services with Ara Azhderian (Williams – Tab 7);

18. The Board to review and consider adopting a Resolution updating the District’s Retirement Plan Trustee(s) (Azhderian – Tab 8);
19. The Board to review and consider adopting a Resolution updating District representatives authorized to execute Local Agency Investment Fund (LAIF) transactions (Azhderian – Tab 9);
20. The Board to review and consider approving revisions to certain District health and safety policies, including (Azhderian/Chagoya – Tab 10):
 - A. Coronavirus/COVID-19 Prevention Procedures
 - B. Injury, Illness, Prevention Program
 - C. Heat Illness Prevention Program
 - D. Confined Spaces Program
 - E. Hazard Communication Program
 - F. Fire Protection Plan
21. The Board to review and consider approving revisions to certain District finance and administration policies, including (Azhderian/Chagoya – Tab 11):
 - A. Credit Card Use Policy
 - B. Credit Card Review Procedures
 - C. Statement on Reimbursement of Reasonable Expenses and Expenditure of Public Resources
 - D. Accounting Policies & Procedures Manual
22. The Board to review and consider approving the accounts payable (Azhderian – Tab 12).

REPORT ITEMS

23. **FINANCIAL REPORTS** (Tab 13)
 - A. FYE 2023 Budget-to-Actual Report;
 - B. FYE 2024 Budget-to-Actual Report;
 - C. Other financial matters affecting the District.
24. **REPORTS UNDER DISTRICT POLICIES** (Tab 14)
 - A. Emergency COVID-19 Pandemic Response Policy;
 - B. Report(s) on Brown Act Meetings & Conferences Attended at District Expense
(may be written or oral and may be joint for multiple attendees);
 - C. Board to Consider Update(s) or Approval(s) Required Under Any Other District Policies.
25. **GENERAL MANAGER’S REPORT** (Tab 15)
 - A. Water Supplies, Deliveries, and Quality;
 - B. Domestic Water Treatment Plant;
 - C. Sustainable Groundwater Management Act;
 - D. Los Vaqueros Expansion Project;
 - E. B.F. Sisk Expansion Project;
 - F. Other Matters Affecting the District.
26. **REPORTS ON OTHER ITEMS PURSUANT TO GOVERNMENT CODE SECTION 54954.2(a)(3)**

27. FUTURE MEETING DATES

- A. Board to Consider Action to Set Special Meeting Date(s): *None requested.*
- B. Next Regular Meeting Date: May 9, 2023.

28. ADJOURNMENT

- ❖ Items on the Agenda may be taken in any order.
- ❖ Action may be taken on any item listed on the Agenda.
- ❖ Writings relating to open session: Agenda items that are distributed to members of the Board of Directors will be available for inspection at the District office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Acts.

Americans with Disabilities Act of 1990: Under this Act, a qualifying person may request that the District provide a disability-related modification or accommodation in order to participate in any public meeting of the District. Such assistance includes alternative formats for the agendas and agenda packets used for any public meetings of the District. Requests for assistance shall be made in person, in written form, or via telephone by calling (209) 364-6136. Requests must be received at least 18 hours prior to a scheduled public meeting.

Investment Information Disclaimer: This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Section 54950 et seq., and has not been prepared with a view to informing an investment decision in any of the District's bonds, notes, or other obligations. Any projections, plans, or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the District's bonds, notes or other obligations and investors and potential investors should rely only on information filed by the District on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the World Wide Web at <https://emma.msrb.org/>.

PANOCHÉ WATER DISTRICT

2023 Quarterly Investment Report
 For Quarter Ending March 31, 2023

DATE: April 18, 2023

TO: Board of Directors

FROM: Marlene Brazil

In accordance with Government Code Section 53646 and the Panoche Water District Investment Policy, the following shall constitute the quarterly report of investment on behalf of the Panoche Water District:

	MECHANICS BANK (3 ACCTS)	LAIF	TOTAL
INVESTMENT BALANCES March 31, 2023	*\$ 1,663,889.61	\$ 3,276,100.20	\$ 4,939,989.81

1. As of the date of the report, the majority of District funds are invested in the State of California Local Agency Investment Fund (LAIF) in accordance with Section 16429.1 of the Government Code. Attached is the most recent statement(s) received by the District.
2. As of the date of the report, the remaining District funds are deposited in Federal Deposit Insurance Corporation (FDIC) insured accounts Mechanics Bank. Therefore, as provided by Government Code Section 53646 (e), attached are the most recent statements received by the District.
3. The portfolio of the District is in compliance with the District’s Statement of Investment Policy.
4. It is expected the District will be able to meet its expenditure requirements for the next six months based on projected revenue from water sales and reimbursements from other agencies.

PANOCHÉ WATER DISTRICT		
TREASURER'S MONTHLY FINANCIAL REPORT		
BALANCE SHEET-CURRENT ASSETS & LIABILITIES		
	<u>March 31, 2023</u>	<u>February 28, 2023</u>
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	\$438,208	\$152,973
PREPAYMENTS/CREDIT ACCOUNTS	\$0	(\$236,353)
TOTAL CURRENT LIABILITIES	\$438,208	-\$83,380
CASH AND INVESTMENT ACCOUNTS		
O&M CHECKING	\$892,961	\$191,704
PAYROLL CHECKING	\$10,490	\$23,848
CONTRACTUAL OBLIGATION FUND MONEY MARKET	\$760,439	\$760,413
LAIF	\$2,094,981	\$4,194,981
2021 REVENUE BONDS - LAIF RESTRICTED	\$1,181,119	\$1,181,119
TOTAL CASH AND INVESTMENTS	\$4,939,990	\$6,352,065
ACCOUNTS RECEIVABLES		
WATER	\$7,842,836	(\$292,196)
GROUNDWATER MANAGEMENT FEE	-	-
DELINQUENT ACCOUNT CHARGES	\$210,802	\$202,366
OTHER	-	\$8,032
GBA NOTE RECEIVABLE	\$189,943	\$0
PDD NOTE RECEIVABLE	\$135,061	\$0
CASH ADVANCE - PROP 84	\$2,615,000	\$2,310,000
TOTAL ACCOUNTS RECEIVABLES	\$10,993,642	\$2,228,202
TOTAL CURRENT UNAUDITED ASSETS	\$15,933,632	\$8,580,267
NET CURRENT UNAUDITED ASSETS (NET CASH POSITION)	\$15,495,424	\$8,663,648

General Ledger Detail Report

Apr 18 2023 - PWD Adjourned Regular Board Meeting Packet
Summary Report for Period 01 Ending 3/31/2023

PANOCHÉ WATER DISTRICT (PWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
13112-000					
MECHANIC CKNG #*****8566	191,704.46	2,873,790.27	2,172,534.06	701,256.21	892,960.67
13412-000					
MECHANIC PR#*****7895	23,847.54	130,000.00	143,357.50	13,357.50-	10,490.04
13465-000					
2021 REVENUE BONDS - LAIF	1,181,119.41	0.00	0.00	0.00	1,181,119.41
13470-000					
CONTRACTUAL OBLIGATION FUND #9745	760,413.07	25.83	0.00	25.83	760,438.90
13520-000					
LOCAL AGENCY INVESTMENT FD	4,194,980.79	0.00	2,100,000.00	2,100,000.00-	2,094,980.79
Report Total:	6,352,065.27	3,003,816.10	4,415,891.56	1,412,075.46-	4,939,989.81



MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	PANOCHE WATER DISTRICT
Account Number	90-10-005

As of 04/14/2023, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2023.

Earnings Ratio		.00007493902135155
Interest Rate		2.74%
Dollar Day Total	\$	377,104,236.74
Quarter End Principal Balance	\$	2,094,980.79
Quarterly Interest Earned	\$	28,259.82



2021 REVENUE BONDS - LAIF

MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	PANOCHÉ WATER DISTRICT
Account Number	11-10-004




As of 04/14/2023, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2023.

Earnings Ratio		.00007493902135155
Interest Rate		2.74%
Dollar Day Total	\$	106,227,090.18
Quarter End Principal Balance	\$	1,181,119.41
Quarterly Interest Earned	\$	7,960.55

RETURN SERVICE REQUESTED

PANOCHÉ WATER DISTRICT
 O & M ACCOUNT
 52027 W ALTHEA AVE
 FIREBAUGH CA 93622-9401

Managing Your Accounts

-  Client Services 800.797.6324
-  Online www.mechanicsbank.com
-  Mobile Download Our Mobile Apps



**BUSINESS LINE OF CREDIT
UP TO \$100,000**

Prime +0%
APR

LIMITED TIME OFFER

www.MechanicsBank.com/GrowIt

All loans and credit products subject to program eligibility, collateral, underwriting approval and credit approval. Offer is for new lines of credit and does not apply to renewing lines of credit. Subject to change or cancellation without notice. Offer is effective as of 3/17/2022 and subject to change or cancellation without notice. Prime Rate is defined as "the Prime Rate as published daily in the Money Rates section of the Wall Street Journal." For the current Prime Rate, talk to a banker or visit <https://www.wsj.com/market-data/bonds/moneyrates>.

WATCH OUT FOR TECH SUPPORT SCAMS

Scammers pose as technology support representatives and offer to fix non-existent computer or technology issues. Learn how to spot this scam at www.MechanicsBank.com/Security.

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXX8566	\$2,064,221.80






P.O. Box 6010
Santa Maria, CA 93456-6010
800.797.6324
www.mechanicsbank.com

RETURN SERVICE REQUESTED

PANOCHÉ WATER DISTRICT
PAYROLL ACCOUNT
52027 W ALTHEA AVE
FIREBAUGH CA 93622-9401

Managing Your Accounts

-  Client Services 800.797.6324
-  Online www.mechanicsbank.com
-  Mobile Download Our Mobile Apps



**BUSINESS LINE OF CREDIT
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Summary of Accounts




Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXX7895	\$11,127.82



RETURN SERVICE REQUESTED

PANOCHÉ WATER DISTRICT
 CONTRACTUAL OBLIGATION FUND
 52027 W ALTHEA AVE
 FIREBAUGH CA 93622-9401

Managing Your Accounts

-  Client Services 800.797.6324
-  Online www.mechanicsbank.com
-  Mobile Download Our Mobile Apps



**BUSINESS LINE OF CREDIT
 UP TO \$100,000**

Prime +0%
APR

LIMITED TIME OFFER

www.MechanicsBank.com/GrowIt

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The "Per Check Charge" defined on your statement represents a \$15 charge for each check that exceeds the six check limitation on your account. Refer to Mechanics Bank's Account Agreement for additional information.

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC MONEY MARKET	XXXXXXXX9745	\$760,438.90

PANOCHÉ WATER DISTRICT
AGED ACCOUNTS RECEIVABLE - Delinquent
As Of 3/31/2023

Name	31-60 Days	61-90 Days	Over 90 Days	Total A/R
Brown, Lupe	-	-	2.53	2.53
Cecilia Echeveste Survivor's Trust	558.73	536.86	43,282.05	44,377.64
Imperial Merchants USA, LLC	3.53	3.53	266.92	273.98
Olam West Coast, Inc. (OSVI)	5.35	13.01	410.00	428.36
	567.61	553.40	43,961.50	45,082.51
<u>Other</u>				
Camp 13 Drainage District	-	-	57,050.97	57,050.97
Central California Irrigation District	-	-	71,456.33	71,456.33
Grassland Basin Authority	7,868.64	303.44	29,039.88	37,211.96
	7,868.64	303.44	157,547.18	165,719.26
Total Accounts - Delinquent	8,436.25	856.84	201,508.68	210,801.77

Steve Fausone

March 14, 2023

Review Period: 1/7/2023 – 2/6/2023

Statement and documentation made available: 3/6/2023

I have reviewed the credit card documentation for the Westamerica Bank VISA account ending in 8512.

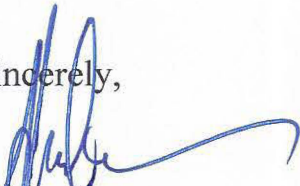
Included in the packet were credit card statement detail and supporting documentation. Activity for this time period include charges from the following cardholders:

Mr. Ara Azhderian – General Manager

Mr. Juan Cadena – Director of Operations

All charges reviewed appear to be valid district related expenses complete with supporting documents.

Sincerely,



Steve Fausone

Steve Fausone

April 11, 2023

Review Period: 2/6/2023 – 3/7/2023

Statement and documentation made available: 3/31/2023

I have reviewed the credit card documentation for the Westamerica Bank VISA account ending in 8512.

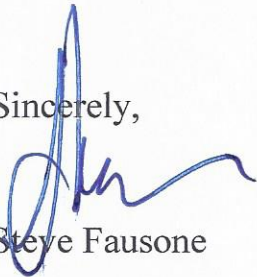
Included in the packet were credit card statement detail and supporting documentation. Activity for this time period include charges from the following cardholders:

Mr. Ara Azhderian – General Manager

Mr. Juan Cadena – Director of Operations

All charges reviewed appear to be valid district related expenses complete with supporting documents.

Sincerely,



Steve Fausone

BACK

PANOCHÉ WATER DISTRICT

52027 West Althea Ave., Firebaugh, CA 93622 – (209) 364-6136 – panochewd.specialdistrict.org



BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: ARA AZHDERIAN, GENERAL MANAGER

SUBJECT: AGENDA ITEM 13
RRA SECTION 215 WATER

DATE: APRIL 18, 2023

CC: JUAN CADENA, WATER RESOURCE MANAGER

Recommendation: The Board not authorize execution of a RRA Section 215 Water Contract.

Background: On or about April 6, 2023, Reclamation filled its share of San Luis Reservoir. In doing so, temporary water, commonly referred to as “215 water”, referencing its authorizing section in the Reclamation Reform Act, became available. 215 water means “a supply of water made, not to exceed one year, possible during the Year as a result of an unusually large water supply not otherwise storable for Project purposes, or infrequent and otherwise unmanaged flood flows of short duration”, as solely determined by Reclamation. A small number of growers have expressed interest in receiving 215 water.

The dilemma with satisfying this request is the risk the delivery of 215 water places on the potential loss of Rescheduled water. Rescheduled water is to be the first water used by a contractor. Reclamation’s Rescheduling Guidelines state, “Contractors who have rescheduled ... water and have not taken full delivery of such water may be allowed to enter into temporary contracts with Reclamation for non-storable or unmanageable flood flows of short duration (Section 215 water). Except to the extent contractors can demonstrate that Section 215 water will satisfy additional demand, **contractors will be required to forfeit an equal quantity of any rescheduled ... water** [emphasis added] ... at the time the commence delivery of Section 215 water.” This poses two issues for the District: First, those requesting 215 water generally do not have any or much Rescheduled water; therefore, the risk of loss is not put upon the requester but is shifted to other growers within the District. Second, the exception provided for in the Guidelines to avoid the loss of Rescheduled water requires the District to demonstrate the use of 215 water is to meet “**additional demand**”. The District currently has no mechanism to meet this requirement. Given the abundance of 2023 CVP Contract water and the cost differential of only +\$13.04 per acre-foot, the benefit to the District of promoting the use of 2023 Contract water instead of 215 water, and protecting some, if not all, of the \$4.9M worth of Rescheduled water from loss, outweighs the nominal financial benefit of using 215 water.

BACK



United States Department of the Interior

BUREAU OF RECLAMATION
 South-Central California Area Office
 1243 N Street
 Fresno, CA 93721-1813



IN REPLY REFER TO:

SCC-400/SCC-440
 2.2.4.22

VIA ELECTRONIC MAIL ONLY

Board of Directors – South of Delta
Board of Directors – Friant Division
 (See Enclosed Electronic Mail List)

Subject: 2022 Guidelines for the Federal Share of Storage in San Luis Reservoir – For Water
 Rescheduled from 2021 to 2022 – Central Valley Project (CVP), California

The Bureau of Reclamation (Reclamation) provides the attached January 31, 2022, “*Rescheduling Guidelines for the Federal Share of Storage in San Luis Reservoir Central Valley Project, California*” (Rescheduling Guidelines) and authorizes the rescheduling of CVP water from the 2021 contract year to the 2022 contract year. Rescheduling in 2022 will be conducted in accordance with the enclosed March 17, 2021, “*Business Practice Guideline For Rescheduled Central Valley Project Water*” (Business Practice Guideline) which is unchanged from 2021.

The Rescheduling Guidelines limit the maximum quantity of CVP water that can be rescheduled from 2021 to 2022 to the lesser of ten percent (10%) of the maximum contract supply of the remaining unused Contract Year Project water allocation remaining in the reservoir on February 28, 2022.

Subject to Reclamation’s approval, any unused amounts of non-Project water or other developed water supply may be retained in San Luis Reservoir after February 28th consistent with the terms of any contract/agreement providing for storage of such water.

Reclamation will also provide for the retention in storage of developed Incremental Level 4 refuge water supplies to the extent those water supplies were developed after November 1st, represent new water to the reservoir absent their development, and are evacuated from the reservoir no later than April 30th of the subsequent year.

As Reclamation will closely monitor rescheduled water requests to ensure that no unintended or adverse impacts occur to the CVP, all rescheduled Project Water eligible for transfer, exchange and/or banking must be submitted in writing by **February 10th** and are subject to approval by Reclamation.

The Central Valley Operations office will assess conditions throughout the year to determine if modifications to the amount of rescheduled water is required. Based on this possibility, please be prepared to revise your rescheduled water delivery amounts upon no more than 24-hour notice. If Reclamation is required to make modifications to the quantity of rescheduled water, the modifications will be accomplished utilizing the procedure set forth in the enclosed Rescheduling Guidelines.

INTERIOR REGION 10 • CALIFORNIA–GREAT BASIN

CALIFORNIA*, NEVADA*, OREGON*

* PARTIAL

Subject: 2022 Guidelines for the Federal Share of Storage in San Luis Reservoir – For Water Rescheduled from 2021 to 2022 – Central Valley Project (CVP), California

In summary, Rescheduling will be implemented in accordance with the enclosed subject Rescheduling Guidelines and the Business Practice Guideline and all rescheduled water requests (e.g., Transfers, Exchanges, or Banking) must be submitted in writing and are subject to approval by Reclamation.

In order to participate in the rescheduling/storage of water supplies from the 2021 contract year to the 2022 contract year contractors **must** agree to abide by these guidelines.

If you have questions concerning the implementation of these rescheduling guidelines, please contact Erma Leal, Contracts Branch Chief, of my staff at email address eleal@usbr.gov or myself at 559-260-8714, or for the hearing impaired at TDD 800-877-8339.

Sincerely,

Michael P. Jackson, P.E.
Area Manager

Enclosures – 2

cc: Mr. Federico Barajas, San Luis & Delta-Mendota Water Authority, Federico.barajas@sldmwa.org
Mr. Jason Phillips, Friant Water Authority, jphillips@friantwater.org
(each with enclosures)

Date: 02-03-2022

Contractor	Primary Contact Person	E-mail Address
Arvin-Edison Water Storage District	Jeevan Muhar	jmuhar@aewsd.org
Avenal, City of	Antony Lopez	alopez@cityofavenal.us
Banta-Carbona Irrigation District	David Weisenberger	dweisenberger@banta-carbona.org
Byron Bethany Irrigation District	Rick Gilmore	rlg@bbid.org
California Department of Fish and Wildlife	Steve Brueggemann	Steve.Brueggemann@wildlife.ca.gov
Chowchilla Water District	Brandon Tomlinson	btomlinson@cwdwater.com
Coalinga, City of	Marissa Trejo	mtrejo@coalinga.com
Coelho Family Trust	Jerry Coelho	jerry@terralindafarms.com
Contra Costa Water District	Stephen J. Welch	swelch@ccwater.com
Del Puerto Water District	Anthea Hansen	ahansen@delpuertowd.org
Delano-Earlimart Irrigation District	Eric Quinley	equinley@deid.org
Eagle Field Water District	William Soares	wjsoares@jfbri.com
Exeter Irrigation District	Dale Brogan	dbrogan@eid.org
Fresno Co. Water Works No. 18	Diego Noriega	noriegadiego79@gmail.com
Fresno Irrigation District	Bill Stretch	Bstretch@fresnoirrigation.com
Fresno Slough Water District	Liz Reeves	Liz@TrqID.com
Fresno, City of	Georgeanne White	Georgeanne.White@fresno.gov
Fresno, County of	Steven White	stwhite@co.fresno.ca.us
Garfield Water District	Nick Keller	kelweg1@aol.com
Gravelly Ford Water District	Don Roberts	donroberts717@gmail.com
Hills Valley Irrigation District	Dennis Keller	kelweg1@aol.com
Huron, City of	Neal Costanzo	neal@costanzolaw.com
International Water District	Shawn Stevenson	contact.orangeboy@gmail.com
Ivanhoe Irrigation District	Dale Brogan	dbrogan@eid.org
James Irrigation District	Manny Amorelli	mamorelli@jamesid.org
Kaweah Delta Water Conservation District	Mark Larsen	mlarsen@kdwcd.com
Kern-Tulare Water District	Steve Dalke	sdalke@kern-tulare.com
Kern-Tulare/Rag Gulch Water District	Steve Dalke	sdalke@kern-tulare.com
Laguna Water District	Steve Fausone	stevef@redfern ranches.com
Lewis Creek Water District	Dennis Keller	kelweg1@aol.com
Lindmore Irrigation District	Mike Hagman	mhagman@lindmoreid.com
Lindsay, City of	Neyba Amezcuz	namezcua@lindsay.ca.us
Lindsay-Strathmore Irrigation District	Craig Wallace	cwallace@lsid.org
Lower Tule River Irrigation District	Eric Limas	elimas@ltrid.org
Madera Irrigation District	Tommy Greci	tgreci@madera-id.org
Madera, County of	Stephanie Anagnoson	stephanie.anagnoson@maderacounty.com
Mendota Wildlife	Steve Brueggemann	sbrueggemann@dfg.ca.gov
Mercy Springs Water District	Ara Azhderian	aazhderian@panochewd.org
Meyers Farms Family Trust	Greg Meyers	Greg-mfi@sbcglobal.net
Orange Cove Irrigation District	Fergus Morrissey	fmorrissey@orangecoveid.org
Orange Cove, City of	Rudy Hernandez	rudy@cityoforangecove.com
Oro Loma Water District	Stephen Sloan	stevesloan31@yahoo.com
Pacheco Water District	Chase Hurley	churley@waterandlandsolutions.com
Panoche Water District	Ara Azhderian	aazhderian@panochewd.org
Patterson Irrigation District	Vince Lucchesi	vlucchesi@pattersonid.org
Pixley Irrigation District	Eric Limas	elimas@ltrid.org
Porterville Irrigation District	Sean Geivet	sgeivet@ocsnet.net
Reclamation District No. 1606	Manny Amorelli	mamorelli@jamesid.org
San Benito County Water District	Jeff Cattaneo	jcattaneo@sbcwd.com
San Luis Water District	Lon Martin	LMartin@slwd.net
Santa Clara Valley Water District	Rick L. Callender	rcallender@valleywater.org
Saucelito Irrigation District	Sean Geivet	sgeivet@ocsnet.net
Shafter-Wasco Irrigation District	Kris Lawrence	klawrence@swid.org
Southern San Joaquin Municipal Utility District.	Roland Gross	roland@ssjmud.org
Stone Corral Irrigation District	Dale West	wwest@stonecorralid.org
Tea Pot Dome Water District	Eric Limas	elimas@ltrid.org
Terra Bella Irrigation District	Sean Geivet	sgeivet@ocsnet.net
The West Side Irrigation District	Rick Gilmore	rlg@bbid.org
Tracy, City of	Kuldeep Sharma	Kuldeep.sharma@cityoftracy.org
Tranquillity Irrigation District	Danny M. Wade	danny@TrqID.com
Tranquillity Public Utility District	Liz Reeves	liz@trqid.com
Tri-Valley Water District	Dennis Keller	kelweg1@aol.com
Tulare Irrigation District	Aaron Fukuda	akf@tulareid.org
Tulare, County of	Dennis Keller	kelweg1@aol.com
U.S. Department of Veterans Affairs	Frederick Bryant	frederick.bryant@va.gov
West Stanislaus Irrigation District	Robert Pierce	wsid@gvni.com, bobby.pierce@weststanislausid.org
Westlands Water District & Assignment Contracts	Thomas W. Birmingham	tbirmingham@wwd.ca.gov

January 31, 2022

**RESCHEDULING GUIDELINES FOR THE FEDERAL SHARE
OF STORAGE IN THE SAN LUIS RESERVOIR
CENTRAL VALLEY PROJECT, CALIFORNIA**

GENERAL:

The following guidelines will apply to the rescheduling of Central Valley Project (Project) water from the then current Contract Year into the subsequent Contract Year and priority for storage in the Federal share of San Luis Reservoir (SLR)¹.

It is the intent of the Bureau of Reclamation (Reclamation) that these guidelines establish the basic framework into the future to ensure that rescheduling and other storage in the Federal share of SLR will not interfere with upcoming Contract Year Project operations. Reclamation reserves the right to terminate, rescind, or amend these guidelines as needed.

Consistent with these guidelines, rescheduled Project water shall be the first Project water scheduled by and delivered to the contractor as of March 1 of each year **unless otherwise provided for in writing by Reclamation.**

A. STORAGE PRIORITY IN SAN LUIS RESERVOIR:

For purposes of these guidelines, the upcoming Contract Year Project water allocation supply including upcoming Contract Year water made available by the United States pursuant to Section 3406(d)(1) of the Central Valley Project Improvement Act (CVPIA) of October 30, 1992, for refuge and wildlife habitat restoration (hereinafter referred to as Level 2 Refuge Water) shall have first priority of storage in the Federal share of SLR over rescheduled Project irrigation and municipal and industrial (M&I) water as solely determined by Reclamation. The complete schedule of priorities is as follows:

1. Upcoming Contract Year Project water including Level 2 Refuge Water.
2. Upcoming Contract Year Incremental Level 4 Refuge Water.
3. Rescheduled Project:
 - a. Irrigation water
 - b. M&I water
4. Cross Valley Canal contractor water.
5. Non-Project and Non-allocated water supplies² acquired by existing South-of-Delta Project

¹ Contractors may request permission to reschedule for use during the subsequent Contract Year some or all of the water made available to the contractor during the current Contract Year. Such water is referred to as Rescheduled Water. (Water made available is a contractually defined term that means the estimated amount of Project water that can be delivered to the contractor in a Contract Year. These guidelines refer to water made available as Project water allocation and allocated Project water.)

² For the purposes of these guidelines, “Non-allocated water supplies” shall mean: 1) Project water acquired through a sale, transfer, or exchange of water originating from upstream of the Delta or the Friant Division, or 2) water developed from sources *other than* allocated Project water acquired from a south-of-Delta CVP water service, exchange, or refuge contractor.

- contractors³ and developed Incremental Level 4 Refuge Water.
6. San Joaquin River Restoration Settlement flow water in the Federal share of SLR.
 7. All other non-Project water.

B. APPROVAL AND SCHEDULING:

1. Request. By February 5th, of the current Contract Year or the following Monday if the 5th falls on a weekend, contractors shall provide to Reclamation an estimate of unused allocated Project water, non-Project water, and non-allocated water supplies the contractor may request to retain in the Federal share of SLR after February 28/29th. If requesting to reschedule or continue to store any non-Project and/or non-allocated water supplies in the Federal share of SLR in the upcoming Contract Year, the contractor shall refer to the applicable contract or agreement with Reclamation for storage terms and conditions. Any non-Project and non-allocated water supplies may, at Reclamation's sole discretion, be considered for retention in SLR subject to available storage space and subject to the storage priority established in Section A of these guidelines.

No later than February 15th or the following federal business day if the 15th falls on a weekend or holiday, the contractor shall submit a final written request to the South Central California Area Office (SCCAO) and to the San Luis & Delta Mendota Water Authority (SLDMWA) identifying the estimated total quantity of water the contractor desires to reschedule or continue to store in the Federal share of SLR under the applicable contract or agreement.

A contractor's final written request shall include a statement by an authorized officer that the contractor agrees to abide by these Rescheduling Guidelines⁴. The contractor ***must*** agree to abide by the then-applicable guidelines in order to participate in rescheduling/storage of water supplies from one Contract Year to the subsequent Contract Year.

A final quantity of rescheduled Project water and rescheduled non-Project, and non-allocated water supplies to be retained in the Federal share of SLR shall be submitted no later than March 10th or the following Monday if the 10th falls on a weekend. Should adjustments need to be made based on the then-current hydrologic conditions, Project operations, and rescheduling/storage requests received, Reclamation may require revised requests from the contractors prior to the rescheduling/storing any current Contract Year Project water, non-allocated water supplies, and/or non-Project water.

Reclamation reserves the right to reject any request for, or rescind any approval of, rescheduling of Project water, rescheduled or stored non-allocated water supply, or stored non-Project water due to factors beyond Reclamation's control, or due to circumstances not contemplated or foreseen when these guidelines were drafted.

The ***maximum quantity*** of current Contract Year Project water that can be rescheduled is limited to any unused portion of the respective contractor's current Contract Year's Project water

³ For purposes of these guidelines, an existing Project contractor is defined as those entities located in and south of the CVP Delta export facilities which hold interim or long-term water service contracts or long-term repayment contracts for Project water.

⁴ Water delivery schedules submitted pursuant to a water service or repayment contract identifying requested amounts to be rescheduled are acceptable, provided that they include agreement to abide by these Rescheduling Guidelines.

allocation or 10% of their CVP Contract Total, whichever is less.

Beginning January 1st of the current Contract Year, no portion of the maximum quantity may be transferred or used by any other contractor that results in increasing the transferee contractor's rescheduled quantity by *any* amount.

Reclamation will also provide for the retention in storage of developed Incremental Level 4 Refuge Water supplies to the extent those water supplies were developed after October 1st, represent new water to the reservoir absent their development, and are evacuated from the reservoir no later than April 30th of the subsequent year. No provision is made for rescheduling Level 2 Refuge Water. This limitation is necessary to assure there is no impact in the amount of CVP water made available for allocation to the CVP contractors in the subsequent Contract Year.

The total quantity of water that may be cumulatively rescheduled or stored by all contractors (including Project water, non-allocated water supplies, and non-Project water) cannot exceed the quantity of water in storage in the Federal share of SLR on February 28/29th. Should the cumulative rescheduling and storage requests exceed the physical quantity of water in SLR storage, Reclamation will reduce the maximum quantity limitation identified previously in this Section to an amount necessary to ensure that the total amount of rescheduled Project water, rescheduled or stored non-allocated water supplies, and stored non-Project is less than or equal to the quantity of water stored in the Federal share of SLR on February 28/29th.

2. Limitation on M&I Water. Consistent with Section A of these guidelines, rescheduled Project irrigation water shall have a priority over rescheduled Project M&I water. Project M&I water may only be accepted for rescheduling if there remains sufficient capacity in the Federal share of SLR to accommodate the rescheduled Project M&I water after all upcoming Contract Year Project water is accounted for, and all rescheduled requests for current Contract Year Project irrigation water within the maximum quantity have been accommodated at Reclamation's sole discretion.

3. Schedule. The SCCAO will review and consult with others as necessary in order to provide the contractor with written approval or denial of the contractor's written request for all rescheduled Project water, rescheduled or stored non-allocated water supply, and stored non-Project water. Upon receiving notification that the contractor's rescheduling/storage request(s) have been approved, the contractor will also submit to SCCAO a delivery schedule for such water, for Reclamation approval. Any revisions to an approved schedule must be submitted along with the required monthly water delivery schedule in a timely manner, but no later than 24 hours prior to the proposed change. If rescheduled Project water, rescheduled or stored non-allocated water, and stored non-Project water is lost, following the Loss Criteria described in Section B (6) below, the contractor will need to submit revised schedules in accordance with the applicable contract or agreement.

4. First Water Evacuated. All rescheduled Project water, rescheduled or stored non-allocated water, and stored non-Project water is subject to available conveyance and storage capacity. If there is insufficient storage space in the Federal share of SLR to store these supplies, such water must be evacuated as soon as possible upon notice from Reclamation. If additional categories of

water are stored in the Federal share of SLR, these other supplies will be evacuated consistent with the storage priority in Section A.

5. Transfers/Exchanges and/or Banking of Rescheduled Water. Subject to prior approval and at the sole discretion of Reclamation, rescheduled Project water may be eligible for transfers, exchanges and/or banking during the upcoming Contract Year. Any transferred rescheduled Project water shall be the first Project water delivered to the transferee.

6. Loss Criteria. Rescheduled Project water, rescheduled or stored non-allocated water, and stored Non-Project water shall not interfere with the upcoming Contract Year Project operations. Reclamation has the discretion to limit the amount of rescheduled Project water, rescheduled or stored non-allocated water, and stored non-Project water in the Federal share of SLR if it impacts the upcoming Contract Year Project operations. The loss of rescheduled Project water, rescheduled or stored non-allocated water supply, and stored non-Project water as SLR fills will be in accordance with the following conditions to avoid impacts to upcoming Contract Year allocations.

1. In the event the Federal share of SLR does not fill prior to a sustained drawdown:
 - a. The rescheduled Project water and rescheduled or stored non-allocated water supply will be considered to “float” on top of upcoming Contract Year Project water and will be deemed as having no impact on upcoming Contract Year Project supplies. Rescheduled Project water must be the first Project water scheduled and used in the upcoming Contract Year.
2. In the event the Federal share of SLR is deemed full on March 1 or fills prior to a sustained 3-day drawdown, Reclamation will maintain a record of foregone pumping from the time the Federal share of SLR fills until the conclusion of a sustained 3-day drawdown, as determined solely by Reclamation, and the loss of rescheduled water and stored non-Project water will be calculated by Reclamation as follows:
 - a. Total rescheduled Project water, rescheduled or stored non-allocated water supplies, and stored non-Project water shall be reduced by the amount of foregone upcoming Contract Year Project pumping. Following a 3-day sustained drawdown in the Federal share of SLR, the remaining quantity of rescheduled Project water, rescheduled or stored non-allocated water, and stored non-Project water, if any, shall be reduced by an amount equal to the foregone Pumping as determined solely by Reclamation.
 - b. Any necessary reduction in rescheduled Project water, rescheduled or stored non-allocated water, and stored non-Project water shall be progressively and sequentially applied to the various categories of water starting with the lowest priority as outlined in Section A of these guidelines.
 - c. If applicable foregone pumping exceeds the total volume of rescheduled Project water, rescheduled or stored non-allocated water remaining, and stored non-Project water as of the sustained 3-day drawdown, all remaining water

other than current Contract Year allocated water supply shall be lost.

3. Beginning April 1st of the upcoming Contract Year, Reclamation will also assess a loss factor of ***1% per month*** to rescheduled Project water, rescheduled or stored non-allocated water, and stored non-Project water to account for evaporation and system losses to help ensure there is no impact to upcoming Contract Year Project operations. This factor will be reviewed each year and updated as appropriate to help ensure it reflects a close approximation of the actual annual evaporation and system losses in the Federal share of SLR.

In advance of any reductions in rescheduled Project water, rescheduled or stored non-allocated water, and stored non-Project water quantities attributable to foregone pumping, Reclamation will make all reasonable effort to notify contractors of Section 215 water availability during the time that such foregone pumping occurs.

Delivery of the volume of rescheduled Project water, rescheduled or stored non-allocated water, and stored non-Project water available for use after the sustained drawdown shall be consistent with the revised schedules provided per Section B (3). In the unlikely event that sustained drawdown does not occur until after April 1, Reclamation shall consult with the contractors and may modify its calculation of the volume of rescheduled Project water, rescheduled or stored non-allocated water, and stored non-Project water lost, consistent with the principle that any water other than current Contract Year Project water shall not interfere with Project operations or Reclamation's ability to make Project water available to contractors or refuges.

Reclamation will make reasonable efforts to keep contractors apprised of current and anticipated Project operations to assist in the prudent management of rescheduled Project water, rescheduled or stored non-allocated water, and stored non-Project water. Reclamation will provide SLDMWA and Friant Water Authority a monthly accounting of Rescheduled Water and Stored Non-Project water remaining in SLR. To the extent necessary, Reclamation shall inform the contractors and SLDMWA of the total quantity of rescheduled Project water, rescheduled or stored non-allocated water, and stored non-Project water that may be lost due to foregone pumping.

7. Section 215 Water. Contractors who have rescheduled Project irrigation or M&I water and have not taken full delivery of such water may be allowed to enter into temporary contracts with Reclamation for non-storable or unmanageable flood flows of short duration (Section 215 water). Except to the extent contractors can demonstrate that Section 215 water will satisfy ***additional demand***, contractors will be required to forfeit an equal quantity of any rescheduled Project water rescheduled or stored non-allocated water and stored non-Project water they may have remaining in the Federal share of SLR at the time they commence delivery of Section 215 water.

C. PAYMENT:

Reclamation has established Business Practice Guidelines (BPG) that provide guidance for developing rates, identifying contractor obligations and payment requirements, and applying revenue for rescheduled Project water and rescheduled non-allocated Project water. The BPG is posted at https://www.usbr.gov/mp/cvp/docs/bus_practice_guideline_resch_cvp_water.pdf and is updated as appropriate to reflect applicable rates and charges. Please refer to the BPG to

determine the rates, charges and fees applicable to rescheduled Project water and rescheduled non-allocated Project water, and to the appropriate rate schedule for stored non-Project or non-allocated waters the contractor is requesting to retain in the Federal share of SLR after February 28/29th.

Business Practice Guideline For Rescheduled Central Valley Project Water

California Great Basin

DATE: March 17, 2021 (Supersedes October 15, 2014)

SUBJECT: Developing Rates, Identifying Contractor Obligations, Payment Requirements, and Applying Revenue for Rescheduled Central Valley Project (CVP) Water.

PURPOSE

Provide technical instructions for paying and charging contractors for CVP rescheduled water. This BPG is prepared to be consistent with the Rescheduling Guidelines for the Friant Division (FD) and San Luis Reservoir (SLR).

APPLICABILITY

These implementing instructions are effective until amended or rescinded.

DEFINITIONS

Contract Year: The year from which water is being rescheduled.

Following Year: The year in which rescheduled water is planned to be delivered.

RATES AND PAYMENTS

Rate Development and Payment Requirements for Rescheduled Water ¹	
Rates	The water rate is the applicable rate from the contract year being rescheduled (Irrigation or M&I Water Rates Book, Schedule A-1). Since Rescheduled water may be lost due to the requirements of the Rescheduling Guidelines, it becomes an obligation upon delivery, and payable before the end of the month following water delivery.
Rescheduling Fee	The rescheduling fee is 50% of the contract year storage construction and operation and maintenance (O&M) component rates, as published in the following year Special Water Rates Book (Schedule O-1). The rescheduling fee is due when the contractor submits its final request for rescheduled water, and is non-refundable on the acre-feet of water approved by Reclamation, whether delivered or not. The rescheduling fee should be separately identified on a payment recap when payment is submitted.
Central Valley Project Improvement Act (CVPIA) Charges	Mitigation and Restoration Fund charges and Friant surcharges (if applicable) are contractor obligations upon delivery, and payable before the end of the month following water delivery. Refer to the Irrigation or M&I Water Rates Book, Schedule A-1, for the current (rescheduled year) charge.
Trinity Public Utility District (TPUD) Assessment	TPUD assessments are contractor obligations upon delivery, and payable before the end of the month following water delivery. Refer to the Irrigation or M&I Water Rates Book, Schedule A-1, for the TPUD assessment in effect for the month of delivery.
Source	http://www.usbr.gov/mp/cvpwaternrates/ratebooks/index.html

¹ In accordance with the contract, the contractor shall be subject to interest, administrative and penalty charges on delinquent payments.

RECORD KEEPING

Payments, deliveries, and charges for rescheduled water delivered will be recorded in the Bureau of Reclamation’s Water Operations Record Keeping System (BOR-WORKS) as follows:

Payment of the Water Rate: Payment will be recorded in the contractor’s water advance account. Any payment made to Reclamation for water rates will be available to apply to a contractor’s water rate charges or refunded in accordance with the Annual Accounting Analysis and water contract terms.

Rescheduling Fees: Reclamation will assess and record rescheduling fees when requests to reschedule are approved. These fees are non-refundable and may not be applied to other contractor specific obligations.

Charges and TPUD Assessments: The water rate charges, applicable CVPIA charges, and the TPUD assessment will be recorded as revenue in the month rescheduled water is delivered. Any rescheduled water not taken will be charged and recorded as revenue at the end of the contract year, but only in cases where contractors are required to pay for unused water per their contract terms.

ILLUSTRATION OF RATE, CHARGES, FEES, AND ASSESSMENTS:

Example Computation of Applicable Rate, Charges, Fees, and Assessments for 2020 Water Rescheduled for Delivery in March 2021	
Water Rate	Determine the 2020 contract rate from source (2020 CVP Irrigation Water Rates Book, Schedule A-1, column D). CVP Ratebooks - Irrigation, 2020 CVP Annual Ratebooks & Schedules Ratesetting CVP California-Great Basin Bureau of Reclamation (usbr.gov) Example: Use applicable contractor contract rate.
Rescheduling Fee	Refer to source (2021 CVP Water Rates, Special Water Rates Book, Schedule O-1). Example: \$10.77 per acre-foot for irrigation, and \$9.20 per acre-foot for M&I.
CVPIA Charges	Mitigation and Restoration Fund Charge: Use rate in effect on date rescheduled water is delivered (March 2021). Example: \$11.11 per acre-foot for irrigation water, and \$22.23 per acre-foot for M&I water. Friant surcharge (for water diverted from the Friant Division): Use applicable surcharge, currently \$7.00 per acre-foot for both irrigation and M&I water. See source (2021 CVP Irrigation or M&I Water Rates Book), Schedule A-1.
TPUD Assessment	\$.15 per acre-foot for both irrigation and M&I water. (Use rate in effect on date rescheduled water is delivered (March 2021)). See source (2021 CVP Irrigation or M&I Water Rates Book), Schedule A-1.

Note: Annual CVP Water Rates Books are available on January 1 each year.

Temporary Water Service – Year 2023
Contract No. 23-WC-20-XXXX

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Delta Division, Central Valley Project, California

CONTRACT FOR TEMPORARY WATER SERVICE
BETWEEN THE UNITED STATES
AND
CONTRACTOR

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Exhibit A – Contractor’s Service Area Map

Exhibit B – Rates and Charges

Temporary Water Service – Year 2023
Irrigation and M&I
Contract No. 23-WC-20-XXXX

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Delta Division, Central Valley Project, California

CONTRACT FOR TEMPORARY WATER SERVICE
BETWEEN THE UNITED STATES
AND
CONTRACTOR

THIS CONTRACT, made this _____ day of _____, 2023,
pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or
supplementary thereto including the Acts of August 26, 1937 (50 Stat. 844), as amended
and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
October 12, 1982 (96 Stat. 1263), and October 30, 1992 (106 Stat. 4600), all collectively
hereinafter referred to as the Federal Reclamation law, between the UNITED STATES OF
AMERICA, hereinafter referred to as the United States, and CONTRACTOR, hereinafter
referred to as the Contractor;

WITNESSETH, That:

EXPLANATORY RECITALS

- (a) The United States has constructed and is operating the Central Valley Project, California (Project) for the purposes, among others, of furnishing water for irrigation, municipal, domestic, mitigation, protection, and restoration of fish and wildlife, and other beneficial uses; and
- (b) There may be periods of time during the Year in which the Contracting Officer determines that Temporary Water may be made available from the Delta Division Project

24 facilities; and

25 (c) Pursuant to Section 215 of the Act of October 12, 1982 (96 Stat. 1263), neither
26 the ownership limitations of this Act nor the ownership limitations of any other provision of
27 Federal Reclamation law shall apply to lands which receive Temporary Water pursuant to this
28 Contract; and

29 (d) The Contractor is willing to contract with the United States pursuant to terms and
30 conditions of this Contract to obtain a supply of Temporary Water from said Project facilities;
31 and

32 (e) A Categorical Exclusion Checklist for this Contract was signed on January 10,
33 2023, in accordance with the National Environmental Policy Act;

34 NOW, THEREFORE, in consideration of the mutual and dependent covenants
35 herein contained, the parties mutually agree as follows:

36 DEFINITIONS

37 1. When used herein, unless otherwise distinctly expressed or manifestly
38 incompatible with the intent hereof, the term:

39 (a) “Calendar Year” shall mean the period January 1 through December 31,
40 both dates inclusive;

41 (b) “Charges” shall mean the payments required by Federal Reclamation law
42 in addition to the Rates specified in this Contract, as determined annually by the Contracting
43 Officer pursuant to this Contract;

44 (c) “Contracting Officer” shall mean the Secretary of the Interior’s duly
45 authorized representative acting pursuant to this Contract or applicable Reclamation law or
46 regulation;

47 (d) “Contractor’s Service Area” shall mean the area to which the Contractor is
48 permitted to provide Temporary Water under this Contract as depicted in Exhibit A attached
49 hereto, which may be modified upon the mutual written agreement of the parties hereto without
50 amendment of this Contract;

51 (e) “Irrigation Water” shall mean Temporary Water used to irrigate land
52 primarily for the production of commercial agricultural crops or livestock, and domestic and
53 other uses that are incidental thereto;

54 (f) “Municipal and Industrial Water” or “M&I Water” shall mean Temporary
55 Water used for municipal, industrial, and miscellaneous other purposes not falling under the
56 definition of “Irrigation Water” or within another category of water use under an applicable
57 Federal authority;

58 (g) “Operation and Maintenance” or “O&M” shall mean normal and
59 reasonable care, control, operation, repair, replacement (other than capital replacement), and
60 maintenance of Project facilities;

61 (h) “Operating Non-Federal Entity” shall mean the San Luis & Delta-
62 Mendota Water Authority, its successors or assigns, which has the obligation to operate and
63 maintain Project facilities in the Delta Division pursuant to a separate agreement with the
64 United States and which may have funding obligations with respect thereto;

65 (i) “Project” shall mean the Central Valley Project owned by the
66 United States and managed by the Department of the Interior, Bureau of Reclamation;

67 (j) “Rates” shall mean the payments determined annually by the Contracting
68 Officer in accordance with the then-current applicable water ratesetting policies for the Project;

69 (k) “Secretary” shall mean the Secretary of the Interior, a duly appointed
70 successor, or an authorized representative acting pursuant to any authority of the Secretary and
71 through any agency of the United States Department of the Interior;

72 (l) “Temporary Water” shall mean a supply of water made, not to exceed one
73 year, possible during the Year as a result of an unusually large water supply not otherwise
74 storable for Project purposes, or infrequent and otherwise unmanaged flood flows of short
75 duration;

76 (m) “Temporary Water Delivered” shall mean Temporary Water made
77 available for use by the Contractor at the point(s) of delivery approved by the Contracting
78 Officer, shown on Exhibit A, which may be changed by mutual agreement of the parties hereto
79 without requiring amendment to this Contract;

80 (n) “Temporary Water Scheduled” shall mean Temporary Water to be made
81 available to the Contractor for which times and quantities for delivery have been established
82 by the Contractor and Contracting Officer pursuant to Article 4 of this Contract; and

83 (o) “Year” shall mean the period from and including March 1 of the
84 Calendar Year through the last day of February of the following Calendar Year.

85 TERM OF CONTRACT

86 2. This Contract shall become effective on the date first hereinabove written and
87 shall remain in effect through February 29, 2024. This Contract shall not be extended or
88 renewed and no provision of this Contract shall be construed in any way as a basis for the
89 Contractor to establish any priority or right to a Project water supply or to obligate the
90 United States to enter into any other contract.

91 WATER TO BE MADE AVAILABLE TO THE CONTRACTOR

92 3. (a) It is understood and agreed that because of its uncertainty as to availability
93 and time of occurrence, Temporary Water will be furnished only if, as, and when it can be made
94 available, as determined by the Contracting Officer. The Contracting Officer shall notify the

95 Contractor of the time period(s) during which Temporary Water can be made available under this
96 Contract. Following such notice by the Contracting Officer, consistent with all applicable State
97 water rights, permits, and licenses; Federal law; and subject to the terms and conditions
98 hereinafter stated, the United States shall make available for delivery to the Contractor within the
99 Contractor's Service Area a maximum of 50,000 acre-feet of Temporary Water for Irrigation and
100 Municipal and Industrial (M&I) purposes; *Provided, that* the maximum quantity of Temporary
101 Water provided herein may be increased upon the written mutual agreement of the Parties and
102 without requiring amendment to this Contract. Temporary Water Delivered to the Contractor in
103 accordance with this subdivision shall be scheduled and paid for pursuant to the provisions of
104 Articles 4 and 7 of this Contract.

105 (b) Deliveries of Temporary Water shall be terminated when the Contracting
106 Officer determines that Temporary Water is no longer available.

107 (c) The Contracting Officer's notification of the availability and subsequent
108 non-availability of Temporary Water may be made either orally or in writing on 24 hours' or less
109 notice.

110 (d) Delivery and use of the Temporary Water shall be in accordance with all
111 applicable Federal, State and local laws, rules and regulations and Reclamation policy.

112 (e) The Contractor shall make reasonable and beneficial use of all Temporary
113 Water furnished pursuant to this Contract.

114 TIME FOR DELIVERY OF WATER

115 4. The Contractor shall submit to the Contracting Officer a written schedule,
116 satisfactory to the Contracting Officer, showing the monthly quantity and the time for delivery of
117 the Temporary Water to be made available pursuant to subdivision (a) of Article 3 of this

118 Contract: *Provided, That* the Contractor shall not schedule Temporary Water in excess of the
119 quantity that the Contractor intends to put to beneficial use within the Contractor’s Service Area,
120 unless approved pursuant to subdivision (c) of Article 5 of this Contract. Said delivery schedule
121 and any revisions thereof shall be submitted at such times as determined by the Contracting
122 Officer and shall be subject to the approval of the Contracting Officer.

123 POINTS OF DELIVERY – RESPONSIBILITY
124 FOR DISTRIBUTION OF WATER

125 5. (a) All Temporary Water Delivered to the Contractor pursuant to this Contract
126 shall be measured and recorded with equipment furnished, installed, operated, and maintained by
127 the Contracting Officer either directly or indirectly through its written agreement(s) with the
128 Operating Non-Federal Entity, unless undertaken by the Contractor with the consent of the
129 Contracting Officer, at the point or points of delivery established pursuant to subdivision (a) of
130 this Article. Upon the request of either party to this Contract, the Contracting Officer shall
131 investigate, or cause to be investigated by the appropriate Operating Non-Federal Entity, the
132 accuracy of such measurements and shall take any necessary steps to adjust any errors appearing
133 therein. For any period of time when accurate measurements have not been made, the
134 Contracting Officer shall make a final determination of the quantity delivered for that period of
135 time. The Contracting Officer shall consult with Contractor and the Operating Non-Federal
136 Entity prior to making said determination.

137 (b) Temporary Water Delivered pursuant to this Contract shall only be used
138 by the Contractor on lands situated within the Contractor’s Service Area depicted on Exhibit A;
139 *Provided, That* Temporary Water Delivered pursuant to this Contract shall not be transferred,
140 exchanged, or banked for other water supplies without the written approval of the Contracting

141 Officer prior to the transfer, exchange, or banking and no transfers, exchanges or banking shall
142 be approved absent all appropriate environmental documentation, including but not limited to
143 documents prepared pursuant to the National Environmental Policy Act and the Endangered
144 Species Act.

145 (c) The Contractor shall be responsible for the control, carriage, handling, use,
146 disposal, or distribution of Temporary Water Delivered to the Contractor pursuant to this
147 Contract beyond the point(s) of delivery specified in subdivision (a) of this Article. The
148 Contractor agrees to indemnify the United States for, and hold the United States and all of its
149 representatives harmless from, all damages resulting from suits, actions, or claims of any
150 character brought on account of any injury to any person or property arising out of any act,
151 omission, neglect, or misconduct in the manner or method of performing any duties of the United
152 States required under this Contract, regardless of who performs those duties. The Contractor
153 does not agree to indemnify the United States for any damages arising from intentional torts or
154 malicious actions committed by employees of the United States.

155 WATER MEASUREMENT WITHIN CONTRACTOR'S SERVICE AREA

156 6. (a) The Contractor shall ensure that all Temporary Water Delivered for
157 irrigation purposes within the Contractor's Service Area is measured at each agricultural turnout
158 and that all Temporary Water Delivered for M&I purposes is measured at each M&I service
159 connection. The water measuring devices or water measuring methods of comparable
160 effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible
161 for installing, operating, and maintaining and repairing all such measuring devices and
162 implementing all such water measuring methods at no cost to the United States. The Contractor
163 shall use the information obtained from such water measuring devices or water measuring

164 methods to ensure its proper management of the Temporary Water and to bill water users for
165 deliveries of such water by the Contractor. Nothing herein contained, however, shall preclude
166 the Contractor from establishing and collecting any charges, assessments, or other revenues
167 authorized by California law.

168 (b) The Contractor shall inform the Contracting Officer and the Operating
169 Non-Federal Entity on or before the 20th calendar day of each month of the quantity of Irrigation
170 Water and M&I Water taken during the preceding month

171 PAYMENTS AND ADJUSTMENTS

172 7. (a) At the time the Contractor submits a delivery schedule, or any revision
173 thereof, pursuant to Article 4 of this Contract, the Contractor shall make an advance payment to
174 the United States equal to the total amount payable pursuant to the applicable Rates set forth in
175 Exhibit B, for the quantity of Temporary Water Scheduled. Temporary Water shall not be
176 delivered to the Contractor prior to receipt of such advance payment. Temporary Water
177 Scheduled by and Delivered to the Contractor by the United States but subsequently not used by
178 the Contractor shall be considered as having been accepted by the Contractor and no refund shall
179 be made by the United States to the Contractor for such unused Temporary Water: *Provided,*
180 *That* the Contractor is not required to initially schedule the maximum amount of water specified
181 in subdivision (a) of Article 3 of this Contract.

182 (b) In addition to payment of the Rates in subdivision (b) of this Article, the
183 Contractor shall pay all Charges for Temporary Water Delivered before the end of the month
184 following the month of delivery at the charge set forth in Exhibit B. On or before September 15,
185 the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during
186 the period October 1 of the current Calendar Year, through September 30, of the following

187 Calendar Year, and such Charges shall replace the Charges in Exhibit B. All Charges due shall
188 be based on the quantities of Irrigation Water and M&I Water shown in the United States’
189 Monthly Water Statement (MWS) for the subject month. The MWS shall be regarded by the
190 Contractor as a bill for the payment of appropriate Charges. Any monthly adjustment for
191 overpayment or underpayment of Charges shall be accomplished through the adjustment of
192 Charges due to the United States in the next month.

193 (c) Within 60 days of the expiration of this Contract, any payment made by
194 the Contractor in excess of the total amount due to the United States pursuant to this Contract
195 shall, at the option of the Contractor, be refunded by the United States to the Contractor or
196 credited against other obligations due to the United States by the Contractor. With respect to
197 overpayment, such refund or credit shall constitute the sole remedy of the Contractor or anyone
198 having, or claiming to have by or through the Contractor, the right to the use of any of the
199 Temporary Water supply provided for herein.

200 (d) Payments to be made by the Contractor to the United States under this
201 Contract may be paid from any revenues available to the Contractor.

202 RETURN FLOWS

203 8. The United States reserves the right to all seepage and return flow water derived
204 from Temporary Water Delivered to the Contractor hereunder which escapes or is discharged
205 beyond the Contractor’s Service Area: *Provided, That* this shall not be construed as claiming for
206 the United States any right to seepage or return flow being put to reasonable and beneficial use
207 pursuant to this Contract within the Contractor’s Service Area by the Contractor or those
208 claiming by, through, or under the Contractor.

209 OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

210 9. (a) The O&M of certain Project facilities which serve the Contractor, and
211 responsibility for funding the costs of such O&M, have been transferred to the Operating Non-
212 Federal Entity by separate agreement between the United States and the Operating Non-Federal
213 Entity.

214 (b) The Contractor shall pay directly to the Operating Non-Federal Entity, or
215 to any successor approved by the Contracting Officer, all rates, charges, or assessments of any
216 kind, including any assessment for reserve funds, which the Operating Non-Federal Entity or
217 such successor determines, sets, or establishes for the O&M of the Project facilities operated and
218 maintained by the Operating Non-Federal Entity. Such direct payments to the Operating
219 Non-Federal Entity or such successor shall not relieve the Contractor of its obligation to pay
220 directly to the United States the Contractor's share of the Project Rates and Charges, except to
221 the extent the Operating Non-Federal Entity or such successor collects payments on behalf of the
222 United States.

223 (c) For so long as the O&M of any Project facilities serving the Contractor is
224 performed by the Operating Non-Federal Entity, or any successor thereto, the Contracting
225 Officer shall adjust those components of the Rates for water delivered under this Contract
226 representing the cost associated with the activity being performed by the Operating Non-Federal
227 Entity or its successor.

228 (d) In the event the O&M of the Project facilities operated and maintained by
229 the Operating Non-Federal Entity, or any successor thereto, is re-assumed by the United States
230 during the term of this Contract, the Contracting Officer shall so notify the Contractor, in
231 writing, and present to the Contractor a revised Exhibit B which shall include the portion of the

232 Rates to be paid by the Contractor for the water under this Contract representing the O&M costs
233 of the Project facilities which have been re-assumed. The Contractor shall, thereafter, in the
234 absence of written notification from the Contracting Officer to the contrary, pay the Rates and
235 Charges specified in the revised Exhibit B directly to the United States in compliance with
236 Article 7 of this Contract.

237 OPINIONS AND DETERMINATIONS

238 10. (a) Where the terms of this Contract provide for actions to be based upon the
239 opinion or determination of either party to this Contract, said terms shall not be construed as
240 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
241 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
242 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,
243 or unreasonable opinion or determination. Each opinion or determination by either party shall be
244 provided in a timely manner. Nothing in subdivision (a) of this Article is intended to or shall
245 affect or alter the standard of judicial review applicable under Federal law to any opinion or
246 determination implementing a specific provision of Federal law embodied in statute or
247 regulation.

248 (b) The Contracting Officer shall have the right to make determinations
249 necessary to administer this Contract that are consistent with the provisions of this Contract, the
250 laws of the United States and the State of California, and the rules and regulations promulgated
251 by the Secretary. Such determinations shall be made in consultation with the Contractor to the
252 extent reasonably practicable.

253 CHARGES FOR DELINQUENT PAYMENTS

254 11. (a) The Contractor shall be subject to interest, administrative, and penalty

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

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

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

271 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

272 12. (a) The obligation of the Contractor to pay the United States as provided in
273 this contract is a general obligation of the Contractor notwithstanding the manner in which the
274 obligation may be distributed among the Contractor's water users and notwithstanding the default
275 of individual water users in their obligation to the Contractor.

276 (b) The payment of charges becoming due pursuant to this contract is a
277 condition precedent to receiving benefits under this contract. The United States shall not make
278 water available to the Contractor through Friant Division project facilities during any period in
279 which the Contractor is in arrears in the advance payment of water rates due the United States.
280 The Contractor shall not deliver water under the terms and conditions of this contract for lands or
281 parties that are in arrears in the advance payment of water rates as levied or established by the
282 Contractor.

283 NOTICES

284 13. (a) Any notice, demand, or request authorized or required by this Contract
285 shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid,
286 or delivered to the Area Manager, Bureau of Reclamation, South-Central California Area Office,
287 1243 N Street, Fresno, California 93721-1813, and on behalf of the United States, when mailed,
288 postage prepaid, or delivered to the Board of Directors of the Contractor, ADDRESS. The
289 designation of the addressee or the address may be changed by notice given in the same manner
290 as provided in this Article for other notices.

291 (b) At such time as the Contractor provides information to the Contracting
292 Officer pursuant to subdivision (a) of this Article, a copy of such information shall be provided
293 to the Operating Non-Federal Entity.

294 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

295 14. The expenditure or advance of any money or the performance of any obligation of
296 the United States under this contract shall be contingent upon appropriation or allotment of
297 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
298 obligations under this contract. No liability shall accrue to the United States in case funds are
299 not appropriated or allotted.

300 OFFICIALS NOT TO BENEFIT

301 15. No Member of or Delegate to the Congress, Resident Commissioner, or official of
302 the Contractor shall benefit from this contract other than as a water user or landowner in the
303 same manner as other water users or landowners.

304 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

308 BOOKS, RECORDS, AND REPORTS

309 17. (a) The Contractor shall establish and maintain accounts and other books and
310 records pertaining to administration of the terms and conditions of this contract, including the
311 Contractor's financial transactions; water supply data; project operation, maintenance, and
312 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop
313 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting
314 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on
315 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws
316 and regulations, each party to this contract shall have the right during office hours to examine
317 and make copies of the other party's books and records relating to matters covered by this
318 contract.

319 (b) Nothing in this Article 15 shall be construed to limit or constrain the
320 ability of the Contracting Officer to conduct contract compliance reviews of this Contract in

321 accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised
322 September 29, 2014, as may be further revised, amended, modified, or superseded.

323 PROTECTION OF WATER AND AIR QUALITY

324 18. (a) The United States does not warrant the quality of the water delivered to
325 the Contractor and is under no obligation to furnish or construct water treatment facilities to
326 maintain or improve the quality of water delivered to the Contractor.

327 (b) The Contractor will comply with all applicable water and air pollution
328 laws and regulations of the United States and the State of California; and will obtain all required
329 permits or licenses from the appropriate Federal, State, or local authorities necessary for the
330 delivery of water by the Contractor; and will be responsible for compliance with all Federal,
331 State, and local water quality standards applicable to surface and subsurface drainage and/or
332 discharges generated through the use of Federal or Contractor facilities or project water provided
333 by the Contractor within its Project Water Service Area.

334 (c) This article will not affect or alter any legal obligations of the Secretary to
335 provide drainage or other discharge services.

336 EQUAL EMPLOYMENT OPPORTUNITY
337 (Federal Construction)

338 19. The following language is required by Executive Order No. 11246 of September
339 24, 1965, in all government contracts unless and until it is superseded or amended.

340 During the performance of this contract, the Contractor agrees as follows:

341 (a) The Contractor will not discriminate against any employee or applicant for
342 employment because of race, color, religion, sex, sexual orientation, gender identity, or national
343 origin. The Contractor will take affirmative action to ensure that applicants are employed, and
344 that employees are treated during employment, without regard to their race, color, religion, sex,
345 sexual orientation, gender identity, or national origin. Such action shall include, but not be
346 limited to the following: employment, upgrading, demotion, or transfer; recruitment or
347 recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and
348 selection for training, including apprenticeship. The Contractor agrees to post in conspicuous
349 places, available to employees and applicants for employment, notices to be provided by the
350 Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

355 (c) The contractor will not discharge or in any other manner discriminate

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

365 (d) The Contractor will send to each labor union or representative of workers
366 with which he has a collective bargaining agreement or other contract or understanding, a notice,
367 to be provided by the agency Contracting Officer, advising the labor union or workers'
368 representative of the Contractor's commitments under section 202 of Executive Order No. 11246
369 of September 24, 1965, and shall post copies of the notice in conspicuous places available to
370 employees and applicants for employment.

371 (e) The Contractor will comply with all provisions of Executive Order No.
372 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of
373 Labor.

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

379 (g) In the event of the Contractor's noncompliance with the nondiscrimination
380 clauses of this contract or with any of such rules, regulations, or orders, this contract may be
381 canceled, terminated or suspended in whole or in part and the Contractor may be declared
382 ineligible for further Government contracts in accordance with procedures authorized in
383 Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and
384 remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule,
385 regulation, or order of the Secretary of Labor, or as otherwise provided by law.

386 (h) The Contractor will include the provisions of paragraphs (1) through (8) in
387 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
388 Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September
389 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The
390 Contractor will take such action with respect to any subcontract or purchase order as may be
391 directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions
392 for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or
393 is threatened with, litigation with a subcontractor or vendor as a result of such direction, the
394 Contractor may request the United States to enter into such litigation to protect the interests of
395 the United States.

396

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

397 20. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
398 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
399 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
400 Title III; 42 U.S.C. § 6101, et seq.), Title III of the Americans with Disabilities Act of 1990
401 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, and
402 with the applicable implementing regulations and any guidelines imposed by the U.S.
403 Department of the Interior and/or Bureau of Reclamation.

404 (b) These statutes prohibit any person in the United States from being
405 excluded from participation in, being denied the benefits of, or being otherwise subjected to
406 discrimination under any program or activity receiving financial assistance from the Bureau of
407 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
408 contract, the Contractor agrees to immediately take any measures necessary to implement this
409 obligation, including permitting officials of the United States to inspect premises, programs, and
410 documents.

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

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

421

CERTIFICATION OF NONSEGREGATED FACILITIES

422 21. The Contractor hereby certifies that it does not maintain or provide for its
423 employees any segregated facilities at any of its establishments and that it does not permit its
424 employees to perform their services at any location under its control where segregated facilities
425 are maintained. It certifies further that it will not maintain or provide for its employees any
426 segregated facilities at any of its establishments and that it will not permit its employees to
427 perform their services at any location under its control where segregated facilities are
428 maintained. The Contractor agrees that a breach of this certification is a violation of the Equal
429 Employment Opportunity clause in this contract. As used in this certification, the term
430 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
431 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
432 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
433 facilities provided for employees which are segregated by explicit directive or are in fact
434 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,

435 disability, or otherwise. The Contractor further agrees that (except where it has obtained
436 identical certifications from proposed subcontractors for specific time periods) it will obtain
437 identical certifications from proposed subcontractors prior to the award of subcontracts
438 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment
439 Opportunity clause; that it will retain such certifications in its files; and that it will forward the
440 following notice to such proposed subcontractors (except where the proposed subcontractors
441 have submitted identical certifications for specific time periods):

442 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
443 CERTIFICATIONS OF NONSEGREGATED FACILITIES

444 A Certification of Nonsegregated Facilities must be submitted prior to the award of a
445 subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal
446 Employment Opportunity clause. The certification may be submitted either for each subcontract
447 or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The
448 penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

449 MEDIUM FOR TRANSMITTING PAYMENTS

450 22. (a) All payments from the Contractor to the United States under this contract
451 shall be by the medium requested by the United States on or before the date payment is due. The
452 required method of payment may include checks, wire transfers, or other types of payment
453 specified by the United States.

454 (b) Upon execution of the contract, the Contractor shall furnish the
455 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
456 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
457 out of the Contractor's relationship with the United States.

458 CONTRACT DRAFTING CONSIDERATIONS

459 23. This Contract has been negotiated and reviewed by the parties hereto, each of
460 whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 10 of
461 this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall
462 be considered to have drafted the stated articles.

EXHIBIT A

[PLACEHOLDER PAGE FOR CONTRACTOR'S SERVICE AREA MAP]

EXHIBIT B**Contract Year 2023****Section 215 Water****CVP-DMC Contractor****Rates and Charges (Per Acre-Foot)**

	Irrigation Water	M&I/Other Water
COST-OF-SERVICE (COS) RATES		
Capital Components		
Conveyance	\$ 2.36	\$ 1.22
Direct Pumping - Jones Pumping	\$ 0.92	\$ 0.75
O&M Components		
Water Marketing *	\$ 22.77	\$ 15.52
TOTAL COS RATE	\$ 26.05	\$ 17.49
Charges and Assessments (Payments in addition to Rates)		
P.L. 102-575 Surcharges		
Restoration Fund Surcharge	\$ 12.02	\$ 24.05
P.L. 106-377 Assessment		
Trinity Public Utilities District	\$ 0.15	\$ 0.15
Total Charges and Assessments	\$ 12.17	\$ 24.20
Total Per Acre-Foot	\$ 38.22	\$ 41.69

EXPLANATORY NOTES

***Subject to Regional Director's authority, the minimum 215 water marketing charges can be \$9.70 and \$9.78 for irrigation and M&I respectively.**

Additional details of the rate components are available on the Internet at

<http://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html>

**CONVEYANCE AGREEMENT TERM SHEET FOR NEGOTIATION
BETWEEN WEST STANISLAUS IRRIGATION DISTRICT (WSID) and
PANOCHÉ WATER DISTRICT (PWD)**

CONCEPT:

- WSID agrees to grant to PWD “1st priority” conveyance rights for up to 70 CFS from its diversion point in the San Joaquin River westerly to the Delta Mendota Canal and/or to the California Aqueduct.
- The objective is also to provide flexibility during the initial years of project development.

POTENTIAL WATER SOURCES:

- From various sources upstream and, by exchange, potentially downstream on the San Joaquin River.
- PWD will be responsible for securing the water source and the quality of the source water discharged into the San Joaquin River.

EXCLUSIVE RIGHTS:

- PWD shall have priority rights to a portion of the available WSID's San Joaquin River diversion capacity; except for capacity already allocated under contracts existing prior to the Effective Date of the final agreement with PWD.
- If, at any given time, PWD cannot make use of its diversion capacity, it shall inform WSID at its earliest opportunity and make such capacity available for WSID use.

TERM/SCHEDULE:

- The agreement shall provide for a term of 20 years with extension provisions.
- PWD shall have the right to assign all or any portion of its rights to third parties, subject to WSID's reasonable approval. The final agreement shall also have termination provisions under mutually agreeable conditions.
- The “effective date” shall be upon final execution of a written agreement between the parties and when all legal and institutional items have been completed, including when, for the first time, PWD for itself and/or for others have water available for conveyance.

TASKS:

- PWD shall make arrangements with all parties regarding water source, discharge into the San Joaquin River, Delta Mendota Canal, and California Aqueduct conveyance, compliance with CEQA and NEPA, if necessary, and any other required permitting.
- WSID shall accurately measure the flow rate at the San Joaquin River diversion and consider zero losses through its system or provide accurate measuring devices at the discharge into the Delta Mendota Canal. Another acceptable alternative for basis of payment of a “usage fee”, would be to accept the flow measurements at the source or discharge into the San Joaquin River on behalf of PWD, minus losses, if required, in the San Joaquin River.

- WSID shall cooperate and assist PWD in performance of these Tasks.

ANNUAL SCHEDULING, FEES, AND PAYMENTS:

- PWD and WSID shall meet in February of each year through the term of the agreement to establish an initial conveyance schedule, which may be updated on a monthly basis thereafter.
- WSID shall ...
- PWD shall pay WSID for each acre-foot of water conveyed through the WSID system at a rate to be established annually by the WSID Board of Directors, but not to exceed?, on a month-after basis as invoiced by WSID.
- PWD shall pay all other costs associated with the acquisition of the water supply, including costs to convey said water to and from WSID's conveyance facilities.
- PWD may consider assisting WSID in financing conveyance improvements to decrease future operations and maintenance costs.

LIMITING CONDITIONS:

- The parties acknowledge that each could be limited or restricted by other third parties beyond their control, in which case the parties shall meet and confer to adjust the annual operations to best address potential third-party impacts.
- Examples of such restrictions/limitations are:
 - State and Federal unexpected imposition of regulations related to the San Joaquin River diversions and their respective Canal operations.
 - Delta Mendota/California Aqueduct Canal intertie operations.
 - WSID's need to shut down facilities for O&M, construction activities and, if exchanges are not possible, it's need to convey its entitlement from the DMC to its landowners.
 - PWD encounters unexpected third-party restrictions beyond its control.

This term sheet is intended as an outline and does not purport to include all of the terms and conditions that will be contained in definitive agreements relating to the proposed transaction, and it is contingent upon execution of the final agreement referenced above. No course of conduct shall create any binding obligations, which could only be created by the execution of binding definitive documentation. The terms set forth herein are not intended to be binding on any of the parties unless and until definitive documents for the proposed transaction are executed.

BACK

PANOCHÉ WATER DISTRICT

52027 West Althea Ave, Firebaugh, CA 93622 – (209) 364-6136 – panochewd.specialdistrict.org



BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: ARA AZHDERIAN, GENERAL MANAGER

SUBJECT: AGENDA ITEM 15
FYE 2024 BUDGET AND RATES AMENDMENT #2

DATE: APRIL 18, 2023

CC: JUAN CADENA, WATER RESOURCE MANAGER
MARLENE BRAZIL, TREASURER

Recommendation: The Board amend the budget and water rates and establish the FYE 2024 Operations & Maintenance rate pursuant to the Proposition 218 majority protest process outcome.

Background: The first issue is the change in total cost for FYE 2024 Central Valley Project Contract water. On March 28, 2023, Reclamation updated its south-of-Delta supply allocation to contractors, increasing it from 35% to 80% of Contract total. This allocation increased the District's CVP supply from 32,900 acre-feet to 75,000 acre-feet available for delivery during the current Contract water year, ending February 29, 2024. The potential cost for CVP water, therefore, increased by approximately \$1,500,000. In addition, in response to Reclamation's allocation increase, the San Luis & Delta-Mendota Water Authority revised its O&M rate, which reduces the cost to deliver water to the District by up-to \$18.36 per acre-foot. However, the cost to the District's growers, ultimately, is dependent upon the quantity of water delivered. In addition, how the Board collects revenues to cover the District's multi-year supplemental water agreements cost will also affect the delivered cost of water, as illustrated below.

The second issue is the District's FYE 2024 water rate. The District's current demand forecast is 36,000 acre-feet. The District has requested updated planting information from growers in relation to the 2023 water supply but has received little indication that additional acreage will be planted this year. In fact, deliveries to date have been less than last year due in part to the wet March weather but also to the reduction in permanent crops that has occurred over the past two years. For comparative purposes, staff has prepared 4 scenarios reflecting different delivery assumptions and cost allocation methods. In the following 2 scenarios, water rates remain unchanged relative to deliveries because the cost of CVP and supplemental supplies are separated:

Option 1A: 36,000 AF Delivered			.93 AF/AC
USBR CVP Allocation	17,115	\$ 81	.44 AF/AC
Supplemental Water Allocation	18,885	\$ 473	.49 AF/AC
Option 1B: 55,000 AF Delivered			1.43 AF/AC
USBR CVP Allocation	36,115	\$ 81	.94 AF/AC
Supplemental Water Allocation	18,885	\$ 473	.49 AF/AC

Under this scenario, supplemental water would have to be allocated and collected from each District landowner prior to the delivery of CVP water. Landowners eager for supplemental supplies in dry years often shun the higher cost in wet years leaving the District in a difficult position with regard to collecting the revenue necessary to meet the expense, and maintain the security, of multi-year agreements.

Under the second scenario, the CVP and supplemental water costs are melded into a single rate. Under this approach, the cost is delivery dependent because the District must schedule all of the supplemental water prior to scheduling any CVP water; therefore, a higher share of the deliveries under Option 2A are borne by supplemental water while the lower cost of Option 2B reflects the greater quantity of CVP water delivered:

Option 2A: 36,000 AF Delivered			Melded
Melded USBR & Supplemental Wtr Supply	36,000	\$ 287	.93 AF/AC
Option 2B: 55,000 AF Delivered			Melded
Melded USBR & Supplemental Wtr Supply	55,000	\$ 216	1.43 AF/AC

The third issue for consideration is Operations & Maintenance rate charged by the District to recover its necessary costs of doing business. The projected FYE 2024 rates presented to landowners as part of the Proposition 218 process are based upon the delivery forecast of 36,000 acre-feet. If the Board approves that forecast, then O&M rates would remain the same: \$160.68 per acre-foot under the water-only based approach or \$138.09 per acre-foot under the water and land-based approach, depending upon the outcome of the Majority Protest process. However, if more water is delivered due to the increased supply, then a lower rate could be charged and still meet the District’s revenue requirements. For example, if we assume 55,000 acre-feet of deliveries, then the water-only based approach would be \$105.17 per acre-foot while the water and land-based approach would be \$90.39 per acre-foot.

The consequence of taking the more conservative approach if greater deliveries are realized would be an increase in the District’s reserves and an opportunity for the Board to consider holding those to improve District liquidity or issuing a refund, perhaps in the fall. The consequence of the lower-rate approach is the opposite if deliveries are not realized; the District’s liquidity is adversely impacted and that creates a potential need for a post-irrigation supplemental billing to augment cash.

PANOCHÉ WATER DISTRICT BUDGET (March 1, 2023 - February 28, 2024)						
BOD Adopted Mar. 1, 2023 BOD Amended Mar. 14, 2023		Proposed Budget 2023-2024	Budget 2022-2023	2022-2023 Actual - Jan 31	Proposed Change	Δ
Operating Revenues						
1	Supplemental Water	\$ 8,937,467	\$ 10,362,366	\$ 9,338,121	\$ (1,424,899)	-14%
2	Operation & Maintenance	\$ 5,784,364	\$ 5,861,058	\$ 4,326,461	\$ (76,694)	-1%
3	Fresno/Merced Counties - 2021 CVP Bond	\$ 1,303,892	\$ 1,509,263	\$ 1,371,976	\$ (205,371)	-14%
4	Labor Reimbursements	\$ 350,079	\$ 583,740	\$ 182,485	\$ (233,661)	-40%
5	Other Revenue	\$ 125,416	\$ 250,000	\$ 514,901	\$ (124,584)	-50%
6	Reimbursed Expenses	\$ 340,000	\$ 200,000	\$ 349,476	\$ 140,000	70%
7	Domestic Water Treatment Plant	\$ 174,000	\$ 140,000	\$ 129,184	\$ 34,000	24%
8	Sustainable Groundwater Management ¹	\$ 4,852	\$ 46,497	\$ 46,726	\$ (41,645)	-90%
9	CVP AG Water Contract (80%)	\$ 6,075,000	\$ -	\$ 159,600	\$ 6,075,000	
Total Revenue		\$ 23,095,070	\$ 18,952,924	\$ 16,418,930	\$ 4,142,145	22%
Operating Expenses						
Water Costs						
10	Supplemental Water	\$ 8,937,467	\$ 10,362,366	\$ 8,672,172	\$ (1,424,899)	-14%
11	Planning & Engineering	\$ 57,000	\$ 52,000	\$ 74,423	\$ 5,000	10%
12	Los Vaqueros Expansion	\$ 224,500	\$ 98,000	\$ 97,640	\$ 126,500	129%
13	BF Sisk Expansion	\$ 366,500	\$ -	\$ 51,998	\$ 366,500	
14	Central Delta-Mendota Region SGMA ¹	\$ 4,852	\$ 46,497	\$ 14,893	\$ (41,645)	-90%
15	CVP AG Water Contract (80%)	\$ 6,075,000	\$ -	\$ 76,918	\$ 6,075,000	
		\$ 15,665,319	\$ 10,558,863	\$ 8,988,044	\$ 5,106,456	48%
Administration						
16	2021 CVP Bond Payment	\$ 929,978	\$ 928,866	\$ 930,566	\$ 1,112	0%
17	Legal Costs	\$ 250,000	\$ 600,000	\$ 189,425	\$ (350,000)	-58%
18	2021 CVP Bond Assessment Refund	\$ -	\$ 580,397	\$ -	\$ (580,397)	
19	Salaries and Wages	\$ 686,975	\$ 569,425	\$ 491,866	\$ 117,550	21%
20	Employees' Benefits	\$ 198,151	\$ 202,961	\$ 173,325	\$ (4,810)	-2%
21	SLDMWA Activity Agreements	\$ 106,863	\$ 186,146	\$ 178,220	\$ (79,283)	-43%
22	SLDMWA DHCCP Bond Payment	\$ 148,592	\$ 148,592	\$ 44,876	\$ -	0%
23	Directors' Benefits	\$ 36,000	\$ 138,352	\$ 74,519	\$ (102,352)	-74%
24	Insurance Costs	\$ 95,000	\$ 127,750	\$ 90,889	\$ (32,750)	-26%
25	SWRCB Water Rights Fee	\$ 125,000	\$ 125,000	\$ 124,262	\$ -	0%
26	Other Supplies & Services	\$ 106,500	\$ 105,000	\$ 111,034	\$ 1,500	1%
27	Payroll Burden	\$ 85,268	\$ 68,642	\$ 79,353	\$ 16,626	24%
28	Professional Services	\$ 78,000	\$ 60,000	\$ 79,613	\$ 18,000	30%
29	Annual Audits	\$ 40,000	\$ 50,000	\$ 47,650	\$ (10,000)	-20%
30	Communications, IT, and Software	\$ 45,000	\$ 45,000	\$ 42,751	\$ -	0%
31	Conferences and Training Costs	\$ 45,000	\$ 45,000	\$ 31,967	\$ -	0%
32	Utilities	\$ 45,000	\$ 30,000	\$ 39,137	\$ 15,000	50%
		\$ 3,021,328	\$ 4,011,132	\$ 2,729,453	\$ (989,804)	-25%

BOD Adopted Mar. 1, 2023 BOD Amended Mar. 14, 2023		Proposed Budget 2023-2024	Budget 2022-2023	2022-2023 Actual - Dec 31	Proposed Change	Δ
Operations & Maintenance						
33	Energy Costs	\$ 1,795,500	\$ 1,440,000	\$ 1,378,543	\$ 355,500	25%
34	Salaries and Wages	\$ 915,001	\$ 1,258,610	\$ 737,799	\$ (343,609)	-27%
35	Employees' Benefits	\$ 325,888	\$ 431,839	\$ 259,988	\$ (105,951)	-25%
36	Pumps & Structures Repairs	\$ 241,000	\$ 250,000	\$ 266,427	\$ (9,000)	-4%
37	Payroll Burden	\$ 153,734	\$ 197,481	\$ 119,030	\$ (43,747)	-22%
38	Reimbursable Expenses	\$ 340,000	\$ 200,000	\$ 148,507	\$ 140,000	70%
39	Weed Control	\$ 111,000	\$ 170,000	\$ 104,914	\$ (59,000)	-35%
40	Domestic Water Treatment Plant	\$ 174,000	\$ 140,000	\$ 154,494	\$ 34,000	24%
41	Fuel & Oil costs	\$ 145,000	\$ 90,000	\$ 205,683	\$ 55,000	61%
42	Capital Cost - Depreciation	\$ -	\$ 75,000	\$ -	\$ (75,000)	-100%
43	Equipment Repair & Maintenance	\$ 100,000	\$ 50,000	\$ 64,763	\$ 50,000	100%
44	Vehicle repairs & Maintenance	\$ 40,000	\$ 45,000	\$ 33,503	\$ (5,000)	-11%
45	Buildings Repairs & Maintenance	\$ 50,000	\$ 20,000	\$ 34,597	\$ 30,000	150%
46	Laboratory - Water Testing	\$ 17,300	\$ 15,000	\$ 16,471	\$ 2,300	15%
		\$ 4,408,423	\$ 4,382,929	\$ 3,524,719	\$ 25,493	1%
Total Expenses		\$ 23,095,070	\$ 18,952,924	\$ 15,242,216	\$ 4,142,145	22%
Net Revenue/(Deficit)		0	(0)			
Operations & Maintenance Rate ²		\$ 160.68	\$ 182.30			
¹ SGMA Costs historically billed on an pro-rata acreage basis; costs include SLDMWA and CDMGSA JPA ² FYE 2023 assumes 32,150 acre-feet of deliveries, FYE 2024 assume 36,000						

PANOCHÉ WATER DISTRICT				
POTENTIAL RATE MODIFICATION SCENARIOS				
BOD Approved Mar. 1, 2023 Subject to Prop 218 Process	Proposed Budget 2023-2024	Water Rate Scenario	Acreage Rate Scenario	Service Rate Scenario
Operating Revenues				
1	Supplemental Water	\$ 8,937,467	\$ 8,937,467	
2	Operation & Maintenance	\$ 5,784,364	\$ 4,971,323	\$ 813,041
3	Fresno/Merced Counties - 2021 CVP Bond	\$ 1,303,892		\$ 1,303,892
4	Labor Reimbursements	\$ 350,079		\$ 350,079
5	Other Revenue	\$ 125,416	\$ 125,416	
6	Reimbursed Expenses	\$ 340,000		\$ 340,000
7	Domestic Water Treatment Plant	\$ 174,000		\$ 174,000
8	Sustainable Groundwater Management ¹	\$ 4,852		\$ 4,852
9	CVP AG Water Contract (80%)	\$ 6,075,000	\$ 6,075,000	
Total Revenue		\$ 23,095,070	\$ 20,109,206	\$ 2,121,785
Operating Expenses				
Water Costs				
10	Supplemental Water	\$ 8,937,467	\$ 8,937,467	
11	Planning & Engineering	\$ 57,000	\$ 57,000	
12	Los Vaqueros Expansion	\$ 224,500		\$ 224,500
13	BF Sisk Expansion	\$ 366,500		\$ 366,500
14	Central Delta-Mendota Region SGMA ¹	\$ 4,852		\$ 4,852
15	CVP AG Water Contract (80%)	\$ 6,075,000	\$ 6,075,000	
		\$ 15,665,319	\$ 15,069,467	\$ 595,852
Administration				
16	2021 CVP Bond Payment	\$ 929,978		\$ 929,978
17	Legal Costs	\$ 250,000	\$ 250,000	
18	2021 CVP Bond Assessment Refund	\$ -		
19	Salaries and Wages	\$ 686,975	\$ 549,580	\$ 137,395
20	Employees' Benefits	\$ 198,151	\$ 158,521	\$ 39,630
21	SLDMWA Activity Agreements	\$ 106,863		\$ 106,863
22	SLDMWA DHCCP Bond Payment	\$ 148,592		\$ 148,592
23	Directors' Benefits	\$ 36,000	\$ 36,000	
24	Insurance Costs	\$ 95,000	\$ 95,000	
25	SWRCB Water Rights Fee	\$ 125,000		\$ 125,000
26	Other Supplies & Services	\$ 106,500	\$ 106,500	
27	Payroll Burden	\$ 85,268	\$ 68,214	\$ 17,054
28	Professional Services	\$ 78,000	\$ 78,000	
29	Annual Audits	\$ 40,000	\$ 40,000	
30	Communication Costs	\$ 45,000	\$ 45,000	
31	Conferences and Training Costs	\$ 45,000	\$ 45,000	
32	Utilities	\$ 45,000	\$ 45,000	
		\$ 3,021,328	\$ 1,516,816	\$ 1,310,433
				\$ 194,079

BOD Approved Mar. 1, 2023 Subject to Prop 218 Process		Proposed Budget 2023-2024	Water Rate Scenario	Acreage Rate Scenario	Service Rate Scenario
Operations & Maintenance					
33	Energy Costs	\$ 1,795,500	\$ 1,795,500		
34	Salaries and Wages	\$ 915,001	\$ 812,651		\$ 102,350
35	Employees' Benefits	\$ 325,888	\$ 289,435		\$ 36,453
36	Pumps & Structures Repairs	\$ 241,000	\$ 120,500	\$ 120,500	
37	Payroll Burden	\$ 153,734	\$ 136,537		\$ 17,196
38	Reimbursable Expenses	\$ 340,000			\$ 340,000
39	Chemical Application	\$ 111,000	\$ 111,000		
40	Domestic Water Treatment Plant	\$ 174,000			\$ 174,000
41	Fuel & Oil costs	\$ 145,000	\$ 145,000		
42	Capital Cost - Depreciation	\$ -			
43	Equipment repairs	\$ 100,000	\$ 50,000	\$ 50,000	
44	Vehicle repairs & Maintenance	\$ 40,000	\$ 20,000	\$ 20,000	
45	Buildings Repairs & Maintenance	\$ 50,000	\$ 25,000	\$ 25,000	
46	Laboratory - Water Testing	\$ 17,300	\$ 17,300		
		\$ 4,408,423	\$ 3,522,923	\$ 215,500	\$ 670,000
Total Expenses		\$ 23,095,070	\$ 20,109,206	\$ 2,121,785	\$ 864,079
Net Revenue/(Deficit)		\$ -	\$ -	\$ -	\$ 0
		Current O&M²	Water Rate³	Acreage Rate⁴	
		\$ 160.68	\$ 138.09	\$ 21.22	\$ -
			\$ (22.58)		
¹ SGMA costs historically billed on an acreage basis ² FYE 2023-24 proposed O&M Rate assumes 36,000 acre-feet of deliveries ³ Potential Water Rate assumes 36,000 acre-feet of deliveries ⁴ Potential Acreage Rate assumes 38,317 acres					

PANOCHÉ WATER DISTRICT					
POTENTIAL RATE MODIFICATION SCENARIOS					
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Operating Revenues					
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2	Operation & Maintenance	\$ 5,784,364	\$ 4,971,323	\$ 813,041	
3	Fresno/Merced Counties - 2021 CVP Bond	\$ 1,303,892		\$ 1,303,892	
4	Labor Reimbursements	\$ 350,079		\$ 350,079	
5	Other Revenue	\$ 125,416	\$ 125,416		
6	Reimbursed Expenses	\$ 340,000		\$ 340,000	
7	Domestic Water Treatment Plant	\$ 174,000		\$ 174,000	
8	Sustainable Groundwater Management ¹	\$ 4,852		\$ 4,852	
9	CVP AG Water Contract (80%)	\$ 6,075,000	\$ 6,075,000		
Total Revenue		\$ 23,095,070	\$ 20,109,206	\$ 2,121,785	\$ 864,079
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10	Supplemental Water	\$ 8,937,467	\$ 8,937,467		
11	Planning & Engineering	\$ 57,000	\$ 57,000		
12	Los Vaqueros Expansion	\$ 224,500		\$ 224,500	
13	BF Sisk Expansion	\$ 366,500		\$ 366,500	
14	Central Delta-Mendota Region SGMA ¹	\$ 4,852		\$ 4,852	
15	CVP AG Water Contract (80%)	\$ 6,075,000	\$ 6,075,000		
		\$ 15,665,319	\$ 15,069,467	\$ 595,852	\$ -
Administration					
16	2021 CVP Bond Payment	\$ 929,978		\$ 929,978	
17	Legal Costs	\$ 250,000	\$ 250,000		
18	2021 CVP Bond Assessment Refund	\$ -			
19	Salaries and Wages	\$ 686,975	\$ 549,580	\$ 137,395	
20	Employees' Benefits	\$ 198,151	\$ 158,521	\$ 39,630	
21	SLDMWA Activity Agreements	\$ 106,863		\$ 106,863	
22	SLDMWA DHCCP Bond Payment	\$ 148,592		\$ 148,592	
23	Directors' Benefits	\$ 36,000	\$ 36,000		
24	Insurance Costs	\$ 95,000	\$ 95,000		
25	SWRCB Water Rights Fee	\$ 125,000		\$ 125,000	
26	Other Supplies & Services	\$ 106,500	\$ 106,500		
27	Payroll Burden	\$ 85,268	\$ 68,214	\$ 17,054	
28	Professional Services	\$ 78,000	\$ 78,000		
29	Annual Audits	\$ 40,000	\$ 40,000		
30	Communication Costs	\$ 45,000	\$ 45,000		
31	Conferences and Training Costs	\$ 45,000	\$ 45,000		
32	Utilities	\$ 45,000	\$ 45,000		
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BOD Approved Mar. 1, 2023 Subject to Prop 218 Process		Proposed Budget 2023-2024	Water Rate Scenario	Acreage Rate Scenario	Service Rate Scenario
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34	Salaries and Wages	\$ 915,001	\$ 812,651		\$ 102,350
35	Employees' Benefits	\$ 325,888	\$ 289,435		\$ 36,453
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37	Payroll Burden	\$ 153,734	\$ 136,537		\$ 17,196
38	Reimbursable Expenses	\$ 340,000			\$ 340,000
39	Chemical Application	\$ 111,000	\$ 111,000		
40	Domestic Water Treatment Plant	\$ 174,000			\$ 174,000
41	Fuel & Oil costs	\$ 145,000	\$ 145,000		
42	Capital Cost - Depreciation	\$ -			
43	Equipment repairs	\$ 100,000	\$ 50,000	\$ 50,000	
44	Vehicle repairs & Maintenance	\$ 40,000	\$ 20,000	\$ 20,000	
45	Buildings Repairs & Maintenance	\$ 50,000	\$ 25,000	\$ 25,000	
46	Laboratory - Water Testing	\$ 17,300	\$ 17,300		
		\$ 4,408,423	\$ 3,522,923	\$ 215,500	\$ 670,000
Total Expenses		\$ 23,095,070	\$ 20,109,206	\$ 2,121,785	\$ 864,079
Net Revenue/(Deficit)		\$ -	\$ -	\$ -	\$ 0
		Current O&M²	Water Rate³	Acreage Rate⁴	
		\$ 105.17	\$ 90.39	\$ 21.22	\$ -
			\$ (14.78)		
¹ SGMA costs historically billed on an acreage basis ² FYE 2023-24 proposed O&M Rate assumes 55,000 acre-feet of deliveries ³ Potential Water Rate assumes 55,000 acre-feet of deliveries ⁴ Potential Acreage Rate assumes 38,317 acres					

BACK

April 7, 2023

Panoche Water District
Mr. Aaron Barcellos, Board President
52027 W. Althea Ave
Firebaugh, CA 93620

Re: Consulting Services Agreement for Water District Management

Dear Mr. Barcellos,

Thank you for the opportunity to provide you with this Consultant Services Agreement (CSA) between Water & Land Solutions, LLC (WLS) and Panoche Water District (PWD or District) for temporary Water District Management services.

This CSA discusses our Understanding of the Project, the Scope of Services, and an Associated Fee.

Project Understanding

PWD is a United States Bureau of Reclamation (USBR) Central Valley Project contractor who delivers irrigation water to approximately 36,000 acres of productive farmland in Fresno and Merced counties.

The District is operated under a five-member elected board of directors (Board) who are voted upon by landowners within its boundaries. To serve its landowners effectively and efficiently, the District employs a General Manager (GM) to oversee all day-to-day duties and responsibilities as directed by District policy. The GM's duties are diverse, but can be broken down into three main categories:

1. Policy
2. Administration
3. Operations

The Board is currently in the process of hiring a new GM. The hiring process may take up to six weeks to complete. WLS understands that the District desires to retain WLS to provide services pertaining to District management and support during the GM transition phase. To provide effective support during the transition phase, WLS proposes that the work be provided under one of these three SCENARIOS.

Scenario 1: WLS to provide the scope of services up to the point when a new GM is hired.

Scenario 2: WLS to provide the scope of services as a complimentary asset to the GM after the position is filled on an "as needed" basis.

Scenario 3: WLS to provide the scope of services up to the point when a new GM is hired and after the GM is in place on an "as needed" basis.

Scope of Services

The Scope of Services that WLS will provide to help Panoche in this GM transition phase is described below.

1. POLICY

- a. All matters related to water supply and drainage management.
 - i. Water transfers
 - ii. Supplemental water supply acquisition and contract negotiations
 - iii. Oversight at the SWRCB
 - iv. Discussions, negotiations, oversight with the USBR, Department of Water Resources (DWR) and the San Luis Delta Mendota Water Authority (SLDMWA) related to water contracts, wheeling, and conveyance.
 - v. Oversight at the SWRCB and RWQCB related to all subsurface drainage management programs, policies, and procedures.
- b. SGMA Implementation
- c. Representation/attendance at meetings and/or representation in conversations with the following entities on behalf of the District:
 - i. SLDMWA
 - ii. Grassland Basin Authority
 - iii. Central Delta Mendota Groundwater Sustainability Agency
 - iv. DWR
 - v. USBR
 - vi. San Joaquin River Exchange Contractors Water Authority
 - vii. Other local, regional, state, and federal agencies, organizations, etc.

2. ADMINISTRATION

- a. Water accounting functions
 - i. Oversight of Monthly accountings at the USBR, DWR, SLDMWA, and Water User level
 - ii. 2022 Carryover water in San Luis Reservoir
- b. District Board Meeting support in the following areas
 - i. agendas,
 - ii. board packets,
 - iii. financials,
 - iv. notices,
 - v. meeting minutes, and
 - vi. other administrative tasks, as needed.
- c. Be an effective conduit with the Districts engineer, attorney and other professional consultants.

3. OPERATIONS

- a. Provide guidance on any operational issues that may arise related to District infrastructure, canal and pipeline maintenance, daily water deliveries, and management of the District's sub surface drainage water conveyance system.

Fee Structure

1. Scenario 1

WLS will perform the scope of services under Scenario #1 for a monthly fee of \$ _____. WLS will pro-rate the monthly fee if a full month of service isn't required.

2. Scenario 2

WLS will perform the scope of services under Scenario #2 on an hourly fee basis as described in Exhibit #1. All hourly time will be recorded daily, and line itemed in a monthly invoice to the District.

3. Scenario 3

WLS will perform the scope of services under Scenario #3 for a monthly fee of \$ _____ up to the point of the District hiring a new GM and on an hourly basis as described in Exhibit #1 on an as needed basis after the GM is hired. All hourly time will be recorded daily, and line itemed in a monthly invoice to the District.

Assumptions

This Agreement may be terminated by either party with 14-days advance written notice to the other party.

BACK

DRAFT



PANOCHÉ WATER DISTRICT

52027 West Althea Ave., Firebaugh, CA 93622 – (209) 364-6136 – panochewd.specialdistrict.org

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into effective April 22, 2023, (the “Effective Date”) between the Panoche Water District (the “District”) and Mr. Ara Azhderian (“Consultant”) for professional services as set forth herein.

1. Scope of Services.

Consultant shall provide the District, to include its Board of Directors and any Committee appointed by the Board, General Manager, staff, consultants, and legal counsel, professional services to aid in the transition to a new General Manager and the tracking, administration, and management of ongoing District efforts, to include the District’s roles and relationships with neighboring public agencies such as Charleston Drainage District and Mercy Springs Water District (the “Consulting Services”). Such Consulting Services shall be construed to encompass any issue affecting the District which Consultant has knowledge of and may include privileged and confidential matters. Consultant’s Consulting Services shall specifically include consultation with District leadership and legal counsel on ongoing District legal matters of which Consultant has intimate and personal knowledge.

Consultant’s direct management or administration of District matters are not included in this Scope of Services.

To the maximum extent practicable, and except for what may be exigent and extraordinary circumstances in which case the District acknowledges that Consultant may not be able to respond immediately, the District shall request Consultant’s time seventy-two (72) hours in advance and provide an agenda for any such consultation to enable the parties to maximize the efficiency of any consultation or communication. Consultant’s time shall not be unreasonably withheld. The parties shall seek to accommodate their respective needs and demands.

Any change in the Scope of the Services or to any other matter materially affecting the performance of or nature of the Consulting Services shall not be paid for or accepted unless such change, addition, or deletion be approved in advance, in writing, by the District.

1.1. Deliverables.

As part of the Consulting Services, Consultant shall provide certain specific deliverables which may be identified by the parties throughout the Term and which shall be accompanied by

specific instructions including delivery dates. In addition to any such Deliverables later agreed to, Consultant shall provide to the District the Deliverables described below:

A. Key Issues Deliverable.

Consultant shall provide lists of key issues as described below:

- A List of Key Issues Affecting the Panoche Water District
- A List of Key Issues Affecting the Panoche Drainage District
- A List of Key Issues Affecting the Panoche Financing Authority
- A List of Key Issues Affecting the Panoche Resources Conservation District
- A List of Key Issues Affecting the Charleston Drainage District
- A List of Key Issues Affecting the Mercy Springs Drainage District

Consultant shall organize Key Issues in a OneNote Project notebook by topic, and may have electronic links to relevant documents stored on the District's system. For example, there will be a notebook for PWD Supplemental Water Supplies containing chapters with explanations about existing supplies and recommendations about future actions and which has hyperlinks embedded to the relevant documents. Specific attention shall be placed on identifying those legacy, informal issues affecting the District (e.g., Hostetler, Sloan, Nunez).

Consultant will provide the Key Issues updates to the District on a weekly basis beginning in May 2023. The District shall review the Key Issues Deliverable and work with Consultant to finalize the Key Issues Deliverable by June 30, 2023. The District and Consultant may continue work on the Key Issues Deliverable through the term of this agreement.

To facilitate consultant's work, the District shall maintain consultant's access to the District's office and computer network, at least through June 30, 2023. Consultant shall also maintain use of the District's laptop, work station, and cell phone.

2. Term of Agreement.

This Agreement shall become effective as of the Effective Date, and shall continue until and through October 31, 2023, (the "Term").

3. Compensation.

In exchange for Consultant's performance in accordance with the terms of this Agreement, the District shall pay Consultant \$50,000.00 (fifty thousand dollars and no cents) on terms yet to be defined but mutually agreeable to the District and Consultant.

4. Independent Contractor.

Consultant is an independent contractor and is solely responsible for his acts or omissions. Consultant (including his agents, servants, and employees) is not the District's agent, employee, or representative for any purpose. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Consultant.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of the District for any purpose whatsoever. The District shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold the District and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

5. Ownership of Work Product.

All documents furnished to Consultant by the District and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the District upon their creation and shall be given to the District immediately upon demand and at the completion of Consultant's services at no additional cost to the District. Deliverables are identified above and may include additional deliverables agreed to by the parties. All documents produced by Consultant shall be furnished to the District in whatever format the District requests or in whatever format it was created.

6. Confidentiality.

The parties acknowledge that Consultant has knowledge of sensitive, privileged, and confidential information affecting the District. Such knowledge shall only be used by Consultant to aid the District as described in this Agreement, and any information, communications,

documents, or other material or resources related to the Consulting Services identified above shall be treated by the parties as privileged and/ or confidential. Any communications conducted pursuant to this Agreement shall retain any privileged or confidential nature and shall not lose such character solely through any communication conducted pursuant to this Agreement. This confidentiality provision shall remain in effect and survive after the Term of this Agreement expires.

7. Party Representatives and Notices.

Each party's designated representative for administration of this Agreement and receipt of notices is designated below. All informal notices or other communications provided for by the Agreement, such as those scheduling times for Consulting Services, shall be conducted via email or phone, whichever is most efficient for the parties.

Formal notice, such as for termination or the need to amend a material term of this Agreement, ("Formal Notice") shall be in writing and shall be sent by 1) personal delivery, 2) nationally-recognized overnight delivery service (such as Federal Express) which provides evidence of delivery, 3) first class United States mail (postage prepaid), registered or certified, return receipt requested, or 4) e-mail with a copy by first class U.S. mail. Formal Notice shall be deemed received on the date actually delivered if delivered by personal delivery, overnight delivery, or U.S. Mail with return receipt requested and delivered during normal business hours on a business day. Notice by e-mail shall be deemed delivered on the date of transmission, unless the same is after 5:00 p.m. or on a weekend or holiday, in which event delivery shall be on the next business day.

A party may change its address for notices under the Agreement by giving notice as provided herein. Notices shall be sent to the following party representatives at the following addresses:

Panoche Water District:

Aaron Barcellos
 President, PWD Board of Directors
 27480 S. Bennett Rd
 Firebaugh, CA 93622
 aaron@abarag.com
 (209) 675-9586

Consultant:

Ara Azhderian
 PO Box 223096
 Carmel, CA 93922
 arapa5@comcast.net
 (209) 321-0859

Philip Williams
 General Counsel, PWD
 141 North Street, Suite A
 Healdsburg, CA 95448
 pwilliams@weltyweaver.com
 (707) 433-4842

8. Governing Law.

Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Fresno County.

9. Entire Agreement.

This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.

10. Severability.

If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

11. Modification.

No modification of this Agreement is valid unless made with the agreement of both parties in writing.

12. Non-Assignment.

Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract his interest or obligation under all or any portion of this Agreement without the District's prior written consent.

13. Waiver.

No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.

14. Termination.

This Agreement may be terminated upon written notice by either party to the other party. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the Agreement shall be terminated as of that time. If terminated for abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant and the District shall pay the Consultant only for services performed and

expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to the District all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages the District may incur as a result of Consultant's breach of contract.

15. Execution of Agreement.

This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

16. Warranty.

By signing below, each signatory warrants they have the authority to bind their respective party..

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties to this Agreement, and is effective as of the Effective Date.

Panoche Water District

Consultant

By: _____

Aaron Barcellos
President, Board of Directors
Panoche Water District

By: _____

Ara Azhderian

BACK

PANOCHÉ WATER DISTRICT RESOLUTION NO. 835-23

A RESOLUTION DESIGNATING AUTHORIZED TRUSTEES OF THE PANOCHÉ WATER DISTRICT RETIREMENT PLAN AND TRUST AND AUTHORIZING RELATED ACTIONS

WHEREAS, on December 12, 2003, the Board of Directors of the Panoche Water District (the “Board” and the “District” or the “Employer,” respectively) adopted the Plan and Trust known as the Panoche Water District Retirement Plan Money Purchase Pension Plan (the “Plan”); and

WHEREAS, the form of Plan presented to the Board is a Cash or Deferred Profit-Sharing Plan as authorized under Internal Revenue Code sections 401(a) 401(k), 402(g), 401(m) and 501(a), the most recent Restatement being effective March 1, 2016; and

WHEREAS, the Board is authorized and empowered to further amend the Plan under the same subsections; and

WHEREAS, on February 26, 2019, the Board adopted an amendment to the Plan and Trust to establish, effective March 1, 2018, that “compensation” of employees covered under the Plan did not exclude compensation paid by other public agencies administered by Panoche Water District, along with other minor clerical or conforming changes; and

WHEREAS, on August 11, 2020, the Board adopted an amendment to the Plan and Trust to establish, effective March 1, 2020, a “Safe Harbor” provision, along with other minor clerical or conforming changes; and

WHEREAS, on January 26, 2021, the Board adopted an amendment to the Plan and Trust to establish a “match” contribution provision, along with other minor clerical or conforming changes; and

WHEREAS, on February 28, 2022, the President of the Board of Directors of the District as Employer and the General Manager of the District as Trustee timely executed the amendment and restated the Panoche Water District Retirement Plan and the Panoche Water District Retirement Trust; and

WHEREAS, on March 08, 2022, the Board adopted an amendment and restated the Plan and Trust to address clerical and/or conforming changes pursuant to the requirements listed in IRS Notice 2017-37 as required in IRS Revenue Procedure 2016- 37; and

WHEREAS, now, the Board desires to update and designate the authorized trustees of the Panoche Water District Retirement Plan and the Panoche Water District Retirement Trust.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The Board of Directors of the Panoche Water District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.

2. The Board hereby authorizes removal of Ara Azhderian, following his resignation from the District, as a Trustee of the Panoche Water District Retirement Plan and the Panoche Water District Retirement Trust effective April 21, 2023.

3. The following Officers holding the titles specified hereinbelow are each hereby designated authorized Trustees to administer the Panoche Water District Retirement Plan and the Panoche Water District Retirement Trust effective April 21, 2023, and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this Resolution and the transactions contemplated hereby:

Beau Correia
Director

Marlene Brazil
Treasurer

Signature

Signature

PASSED AND ADOPTED this 18th day of April 2023, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

Ayes:
Nays:
Abstain:
Absent:

BACK

Aaron Barcellos, President

Attest: _____
Steve Fausone, Secretary

PANOCHÉ WATER DISTRICT RESOLUTION NO. 836-23

A RESOLUTION AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND AND DESIGNATING PERSONS AUTHORIZED TO REQUEST THE LOCAL AGENCY INVESTMENT FUND WIRE TRANSFERS AND RELATED ACTIONS

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code sections 16429.1, *et. seq.*, for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Panoche Water District’s (“District”) Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code sections 16429.1, *et. seq.*, for the purpose of investment as provided therein is in the best interest of the District.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:

- A. The Board of Directors of the Panoche Water District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.

- B. The District’s Board of Directors hereby authorizes the deposit and withdrawal of District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code sections 16429.1, *et. seq.*, for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, AS FOLLOWS, THAT:

Section 1. The following Officers holding the titles specified hereinbelow are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this Resolution and the transactions contemplated hereby:

Beau Correia
Director

Marlene Brazil
Treasurer

Signature

Signature

Section 2. The Board declares that General Manager Ara Azhderian, following his resignation from the District, is hereby no longer authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund effective April 21, 2023, and shall be removed from the District’s account(s).

Section 3. This Resolution shall remain in full force and effect until rescinded by the District’s Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer’s Office.

Section 4. By adopting this Resolution, the District’s Board of Directors hereby rescinds Resolution No. 784A-20, and directs the Ethics & Compliance Officer, or her designee, to file a copy of this Resolution with the State Treasurer’s Office.

PASSED AND ADOPTED this 18th day of April 2023, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

- Ayes:
- Nays:
- Abstain:
- Absent:

BACK

Aaron Barcellos, President

Attest: _____
Steve Fausone, Secretary

PANOACHE WATER DISTRICT

52027 WEST ALTHEA AVE, FIREBAUGH, CA 93622
TELEPHONE (209) 364-6136 • FAX (209) 364-6122



BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: LORENA CHAGOYA, ETHICS & COMPLIANCE OFFICER

SUBJECT: AGENDA ITEM
SAFETY PROGRAM REVISED POLICIES

DATE: APRIL 18, 2023

CC: ARA AZHDERIAN, GENERAL MANAGER

BACKGROUND: Since June of 2017, the District has been contracting the California Safety Training Corporation (CSTC) to write and maintain our Safety Program. The District pays more than \$15,000.00 annually for a fixed 3-year contract agreement, including additional charges in events that CSTC provides safety trainings. The contract will expire on May 31, 2023 and the District will not be renewing the contract with CSTC.

The District will continue maintaining our Safety Program and improve compliance with laws and regulations. Due to CSTC's copy rights of the current written policies, I have begun to revise the policies within our program.

Please consider the following revised draft policies:

1. Coronavirus/COVID-19 Prevention Procedures
2. Injury, Illness, Prevention Program
3. Heat Illness Prevention Program
4. Confined Spaces Program
5. Hazard Communication Program
6. Fire Protection Plan

BACK

COMPANY	DATE	MANUAL	SUBJECT
Panoche Water District	January, 2021; revised July 8, 2021; revised February 8, 2022; revised November 8, 2022; revised March 15, 2023	IIPP	CORONAVIRUS/ COVID-19 PREVENTION PROGRAM PROCEDURES

<u>Panoche Water District</u>	<u>Coronavirus/COVID-19 Prevention Procedures</u>	<u>Date:</u> <u>January, 2021;</u> <u>revised July 8, 2021;</u> <u>revised February 8, 2022;</u> <u>revised November 8, 2022;</u> <u>revised April 18, 2023</u>
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This CPP (COVID-19 Prevention [ProgramProcedures](#)) is Panoche Water District's policy and program designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace. All of the District's prior COVID-19 policies are rescinded and replaced by this CPP. This COVID-19 Prevention Program is intended to meet the requirements of the California [Emergency Code of Regulations, Title 8, section 3205 et. seq.](#), and also is based on CDC (Center for Disease Control), California DPH (Department of Public Health), Cal/OSHA industry guidance documents and other guidance issued from the state of California or the US Federal Government.

This ~~program~~ CPP is applicable to all places of employment unless no contact and no potential infection of/with other employees occurs while performing work, or employees are working from home or another remote work location that is not under the control of **Panoche Water District**. The Program is a living document and as such, will need to be adjusted for new findings and facts for each specific location. Ex: Review/update as part of annual IIPP review, or as Local Health Departments make specific requirements or recommendations, and as periodic assessments identify infection hazards not addressed in the current program. We stay informed on the virus presence in our community as well as recommendations made by national and local health agencies. We review and update this plan as necessary. This plan was last reviewed and updated on ~~November 8, 2022~~ ~~March 15, 2023~~ April 18, 2023.

The District will endeavor to keep this program plan up to date and based on the latest regulations and guidance. However, even if this plan is not updated, the District will abide by the latest, in effect regulations and guidance notwithstanding the fact that this plan has not been updated.

Authority, Responsibility, and Communication

The Ethics and Compliance Officer has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

- All employees are responsible for using safe work practices, following all directives, policies, and procedures, and assisting in maintaining a safe work environment.
- Reporting symptoms and COVID-19 hazards is required of all employees. If employees report

symptoms, then they will not be penalized and the information will be treated as a confidential medical report and used only for permitted purposes such as management of COVID-19 risk, contact tracing, medical leave and workers compensation claim processing, and workplace accommodation.

- Employees will have access to testing during paid time when required by this program during outbreaks or close contact/potential exposure at no cost to the employee. The District will make COVID-19 testing available at no cost to employees with COVID-19 symptoms during employees' paid time
- Employees and other people who visit the workplace will be notified of these policies and procedures.
- COVID-19 hazards include notice of COVID-19 exposure depending on the situation, including other employers who work at the site.

Panoche Water District's goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand. Employees should report COVID-19 symptoms and possible hazards to the supervisor first; then to the Ethics and Compliance Officer if they do not receive an answer from their supervisor. Our communication includes the following information:

- That employees are required to report symptoms, possible close contacts, and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness. Employees who wish to request or discuss a workplace accommodation should contact the Ethics and Compliance Officer.
- Where testing is required, how employees can access COVID-19 testing. Covid-19 testing is provided at no cost during paid work time to all employees of the District who had a close contact in the workplace.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

[Application of the Panoche Water District Injury and Illness Prevention Program \(IIPP\)](#)

[COVID-19 is a recognized hazard in our workplace that is addressed through our IIPP, which will be effectively implemented and maintained to ensure the following:](#)

[1. When determining measures to prevent COVID-19 transmission and identifying and correcting COVID-19 hazards in our workplace:](#)

[a. All persons in our workplace are treated as potentially infectious, regardless of symptoms, vaccination status, or negative COVID-19 test results.](#)

[b. COVID-19 is treated as an airborne infectious disease. Applicable State of California and local health department orders and guidance will be reviewed when determining measures to prevent transmission and identifying and correcting COVID-19 hazards. When applicable, COVID-19 prevention controls include:](#)

[i. Remote work.](#)

- ii. Physical distancing.
- iii. Reducing population density indoors.
- iv. Moving indoor tasks outside.
- v. Implementing separate shifts and/or break times.
- vi. Restricting access to work areas.
- vii. Wearing masks.
- viii. Employee self-screening for COVID-19 symptoms.
- ix. Employee reporting of COVID-19 symptoms in the workplace.
- x. Excluding infected employees from the workplace.

2. Training and instruction on COVID-19 prevention is provided:

- a. When this CPP was first established.
- b. To new employees.
- c. To employees given a new job assignment involving COVID-19 hazards and they have not been previously trained.
- d. Whenever new COVID-19 hazards are introduced.
- e. When we are made aware of new or previously unrecognized COVID-19 hazards.
- f. For supervisors to familiarize themselves with the COVID-19 hazards to which employees under their immediate direction and control may be exposed.

Appendix A COVID-19 Training Roster will be used to document this training.

3. Procedures to investigate COVID-19 illnesses at the workplace include:

- a. Determining the day and time a COVID-19 case was last present; the date of the positive COVID-19 tests or diagnosis; and the date the COVID-19 case first had one or more COVID-19 symptoms.
Appendix B Investigating COVID-19 Cases will be used to document this information.

b. Effectively identifying and responding to persons with COVID-19 symptoms at the workplace. **Panoche Water District** will investigate all interactions and areas where a COVID-19 positive case could have infected another worker including non-work common areas and document who and locations of potential exposure/close contact. Supervisors, the Ethics and Compliance Officer, or their designees will seek information from employees regarding COVID-19 cases, close contacts, COVID-19 test results, and the onset of COVID-19 symptoms. Employees are required to report to the Ethics & Compliance Officer if they are experiencing COVID-19 symptoms, if they have been in close contact with a COVID-19 positive individual, and if they have tested positive for COVID-19. Employees that had a close contact with a positive COVID-19 case will be offered COVID-19 testing at no cost during their working hours, excluding:

- o Returned cases, meaning a COVID-19 case who was allowed to return to work per our return-to-work criteria and has remained free of symptoms for 90 days after the initial onset of symptoms, or for cases who never developed symptoms, for 90 days after the first positive test.

We consider contact to be a "close contact" if it meets the definition in section 3205(b)(1), unless it is otherwise defined by CDPH; "infectious period" meets the definition in 3205(b)(9), unless it is otherwise

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defined by CDPH; and “worksite” meets the section 3205(b)(12) definition.

The District’s investigation will include documenting the day and time of symptoms, when the individual tested positive, when the positive case was present at work, and where exposure could have occurred and been reduced. The COVID-19 positive case status, including testing and symptom timing and on-set, will be monitored by the Ethics and Compliance Officer.

Confidentiality of cases and records shall be maintained unless required by a government entity or by written consent of the positive case.

c. Encouraging employees to report COVID-19 symptoms and to stay home when ill.

Screening prior work beginning each day and staying home. Panoche Water District advises that all employees self-monitor for temperature or symptoms prior to arrival at work. Anyone with a fever of 100.4 °For greater (or reported feelings of feverishness), respiratory symptoms, or other Covid-19 symptoms in the prior 24 hours must not come to work.

Reporting COVID-19 symptoms. Employees are required to report to the Ethics & Compliance Officer if they are experiencing COVID-19 symptoms, if they have been in close contact with a COVID-19 positive individual, and if they have tested positive for COVID-19.

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4. Effective procedures for responding to COVID-19 cases at the workplace include:

a. Immediately excluding COVID-19 cases (including employees excluded under CCR, Title 8, section 3205.1) according to the following requirements:

- i. COVID-19 cases who do not develop COVID-19 symptoms will not return to work during the infectious period.
- ii. COVID-19 cases who develop COVID-19 symptoms will not return to work during the shorter of either of the following:
 - a. The infectious period.
 - b. Through 10 days after the onset of symptoms and at least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medication.
- iii. Regardless of vaccination status, previous infection, or lack of COVID-19 symptoms, a COVID-19 case must wear a face covering in the workplace until 10 days have passed since the date that COVID-19 symptoms began or, if the person did not have COVID-19 symptoms, from the date of their first positive COVID-19 test.
- iv. Elements i. and ii. apply regardless of whether an employee has been previously excluded or other precautions were taken in response to an employee’s close contact or membership in an exposed group.

b. Reviewing current California Department of Public Health (CDPH) guidance for persons who had close contacts, including any guidance regarding quarantine or other measures to reduce transmission.

- c. The following effective policies will be developed, implemented, and maintained to prevent transmission of COVID-19 by persons who had close contacts. [Outline and describe what those polices are for your workplace]
- d. If an order to isolate, quarantine, or exclude an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted.
- e. If removal of an employee would create undue risk to a community's health, [Name of company or workplace] may submit a request for a waiver to Cal/OSHA in writing to rs@dir.ca.gov to allow employees to return to work if it does not violate local or state health official orders for isolation, quarantine, or exclusion. [In such cases, describe the effective control measures that will be implemented and maintained to prevent transmission in the workplace, including providing isolation for the employee at the workplace and, if isolation is not feasible, the use of respirators in the workplace.]
- f. Upon excluding an employee from the workplace based on COVID-19 or a close contact, [Name of company or workplace] will provide excluded employees information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. This includes any benefits available under legally mandated sick leave, workers' compensation law, local governmental requirements, and [Name of company or workplace] leave policies and leave guaranteed by contract. [Describe how this will be accomplished in your workplace.]

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Identification and Evaluation of COVID-19 Hazards.

Panoche Water District will implement the following in our workplace:

A COVID-19 Hazard Assessment will be documented, performed, and updated as needed. Employees and authorized representatives may be involved in the hazard assessment process. The District will evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace. A workplace exposure can occur due to any contact with an infected person, or by cross contact with the virus from any object that has been contaminated. Common areas and commonly touched surfaces will be evaluated.

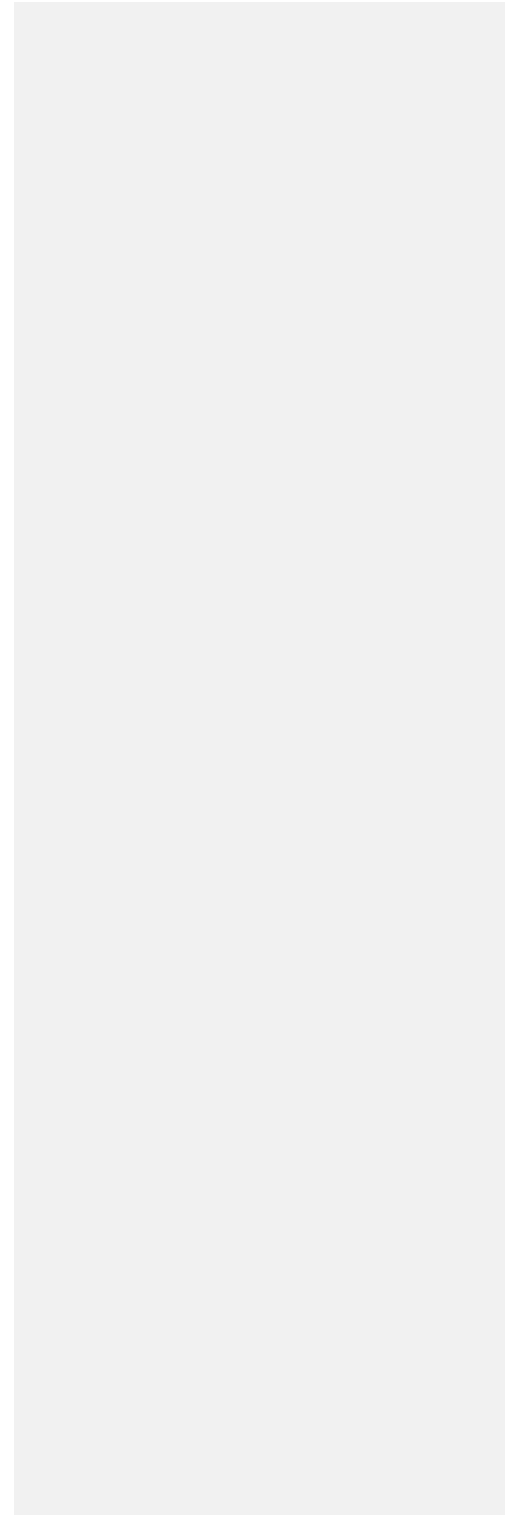
Screening will be performed in accordance with the District's Protocols for Screening and Testing Panoche Water District Employees for COVID-19 before any person accesses the workplace including self-screening at home prior to coming to work. Screening procedures include-

- Screening prior work beginning each day. Panoche Water District advises that all employees self-monitor for temperature or symptoms prior to arrival at work. Anyone with a fever of 100.4 °F or greater (or reported feelings of feverishness), respiratory symptoms, or other Covid-19 symptoms in the prior 24 hours must not come to work.
- Screening will include each employee, regardless of vaccination status, completing a screening questionnaire at the beginning of the employee's shift at the work site each workday. Screening can also include observation of employee symptoms and information received by the District concerning employee's potential exposure to COVID-19, symptoms, or related information.
- All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. In identifying and evaluating COVID-19 hazards, particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, break or eating areas,

cool-down areas, and waiting areas.

- Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers, or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

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- The air at indoor locations will be reviewed to maximize outdoor air and filtration depending on the ventilation system.
- We evaluate the need for PPE including respiratory protection and gloves, goggles, and face shields and provide such PPE as needed. We provide and ensure use of eye protection and respiratory protection when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.
- State provided industry guidance documents and orders along with LHD (Local Health Department) will be reviewed as applicable to the specific worklocation.
- Evaluation of COVID-19 controls will be performed, and improvements made as needed based on hazard correction procedure, physical distancing needs, and other engineering controls. Periodic inspections will be performed to identify practices, conditions, and procedures to ensure compliance with this program.

The District will document the vaccination status of all employees as required or permitted by law.

Commented [SBB1]: This is allowed, but no longer required under the ETS.

The District has developed COVID-19 policies and procedures to respond effectively and immediately to individuals at the workplace who are a COVID-19 case to prevent or reduce the risk of transmission in the workplace, as described below.

The District will review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.

The District conducts periodic inspections as needed to identify and evaluate unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

Employees and their authorized representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by reporting hazards or making suggestions to the Ethics and Compliance Officer.

Investigating and Responding to Cases.

Panoche Water District will investigate all interactions and areas where a COVID-19 positive case could have infected another worker including non-work common areas and document who and locations of potential exposure/close contact. Supervisors, the Ethics and Compliance Officer, or their designees will seek information from employees regarding COVID-19 cases, close contacts, COVID-19 test results, and the onset of COVID-19 symptoms. Employees are required to report to the Ethics & Compliance Officer if they are experiencing COVID-19 symptoms, if they have been in close contact with a COVID-19 positive individual, and if they have tested positive for COVID-19. Employees that had a close contact with a positive COVID-19 case will be offered COVID-19 testing at no cost during their working hours, excluding:

- Returned cases, meaning a COVID-19 case who was allowed to return to work per our return-to-work criteria and has remained free of symptoms for 90 days after the initial onset of symptoms, or for cases who never developed symptoms, for 90 days after the first positive test.
- The information on benefits described in Training and Instruction and Exclusion of COVID-19 Cases sections of this policy will be provided to employees.
- Written notice will be provided within 1 day of the District's knowledge of a COVID-19 case that people at the worksite may have been exposed to COVID-19. This notice will be provided to all employees (and their authorized representative), independent contractors, and other employers at the worksite during the high-risk exposure period.
- We consider contact to be a "close contact" if it meets the definition in section 3205(b)(1), unless it is otherwise defined by CDPH; "infectious period" meets the definition in 3205(b)(9), unless it is otherwise defined by CDPH; and "worksite" meets the section 3205(b)(12) definition.

The District's investigation will include documenting the day and time of symptoms, when the individual tested positive, when the positive case was present at work, and where exposure could have occurred and been reduced. The COVID-19 positive case status, including testing and symptom timing and on-set, will be monitored by the Ethics and Compliance Officer.

Confidentiality of cases and records shall be maintained unless required by a government entity or by written consent of the positive case.

Correction of Covid-19 Hazards.

Correction of hazards identified will be done in a timely manner based on the severity of the hazard, including implementing controls, policies, and procedures as detailed in this CPP.

Training and Instruction.

Employee training will include review of:

- The District's COVID-19 policies and procedures to protect employees from COVID-19 hazards, and how to participate in the identification and evaluation of COVID-19 hazards.
- Information regarding COVID-19-related benefits (including mandated sick and vaccination leave) to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
 - COVID-19 is an infectious disease that can be spread through the air.
 - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
 - An infectious person may have no symptoms.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19 and are most effective when used in combination.
- The right of employees that are not fully vaccinated to request a respirator for voluntary use, without fear of retaliation, and the District's policies for providing the respirators. Employees voluntarily using respirators will be trained in:
 - How to properly wear them.
 - How to perform a seal check according to the manufacturer's instructions each time a respirator is worn, and the fact that facial hair can interfere with a seal.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment. Since COVID-19 is an airborne disease, N95s and more protective respirators protect the users from airborne disease, while face coverings primarily protect people around the user.
 - The conditions where face coverings must be worn at the workplace.
 - That face coverings are additionally recommended outdoors for people who are not fully vaccinated if six feet of distance cannot be maintained.
 - Employees can request face coverings and can wear them at work regardless of vaccination status and without fear of retaliation.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if you have COVID-19 symptoms.
- Information on the District's COVID-19 policies and how to access COVID-19 testing and vaccination, and the fact that vaccination is effective at preventing COVID-19, protecting against both transmission and serious illness or death.

CONTROL OF COVID-19 HAZARDS

Physical Distancing.

The following are examples of situations where physical distancing may be required:

- When an employee is required to wear a face covering but cannot wear a face covering or a non-restrictive alternative due to a medical or mental health condition or disability, or due to a hearing impairment.
- After a “close contact” with a positive COVID-19 case.
- During an “outbreak” of COVID-19 in the workplace.

Methods of physical distancing include:

- telework or other remote work arrangements;
- reducing the number of persons in an area at one time, including visitors;
- visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel;
- staggered arrival, departure, work, and break times; and
- adjusted work processes or procedures, such as reducing production speed, to allow greater distance between employees.

When it is not feasible to maintain a distance of at least six feet, individuals shall be as far apart as feasible.

Face Coverings.

Panoche Water District provides clean, undamaged face coverings and ensure they are properly worn by employees when required by orders from the California Department of Public Health (CDPH) or local health department.

“Face covering” means a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers. (i.e., fabrics that do not let light pass through when held up to a light source) that completely covers the nose and mouth and is secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they shall have two layers of fabric or be folded to make two layers. A face covering is a solid piece of material without slits, visible holes, or punctures, and must fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.

This definition includes clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet this definition and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker’s mouth or facial expressions to understand speech or sign language respectively.

While wearing face coverings under the conditions stated in this policy is a public health measure intended to reduce the spread of COVID-19 in communities, it may not be practical for workers to wear the same face covering for the full duration of a work shift (e.g., eight or more hours) during work operations if the face covering becomes wet, soiled, or otherwise visibly contaminated during the work shift. Panoche Water District will provide readily available clean face coverings (or disposable facemask options) for workers to use when the coverings become wet, soiled, or otherwise visibly contaminated. Employees can request face coverings from the District at no cost to the employee and can wear them at work, regardless of vaccination status, without fear of retaliation.

When face coverings are required, they must:

- Fit over the nose and mouth and fit snugly but comfortably against the side of the face;
- Be secured with ties or ear loops;
- Include multiple layers of fabric;

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- Allow for breathing without restriction (and are not worn by anyone with trouble breathing);
- Be put on and removed by the wearer without help;
- Not lead to heat-related illness or other safety risk;
- Be laundered using the warmest appropriate water setting and machine dried daily after the shift, without damage or change to shape (a clean cloth face covering should be used each day);
- Not be used if they become wet or contaminated;
- Be replaced with clean replacements, provided by the District, as needed;
- Not be shared among workers unless the face coverings are adequately laundered between uses;
- Be handled as little as possible to prevent transferring infectious materials to the cloth; and
- Not be worn with or instead of respiratory protection when respirators are needed.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room or vehicle.
- While eating or drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent feasible.
- Employees wearing respirators required by the District.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- Specific tasks that cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed.

Any employee not wearing a required face covering will be tested at least weekly for COVID-19. The District will not prevent any employee from wearing a face covering when not required by this policy, unless it would create a safety hazard, such as interfering with the safe operation of equipment. The District will provide face coverings to employees upon request, regardless of vaccination status.

Engineering Controls, Administrative Controls and PPE.

The District implements measures to maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems by increasing filtration efficiency to the highest level compatible with the existing ventilation system when possible taking into consideration when circumstances where the amount of outside air needs to be minimized due to other hazards, such as heat, cold and wildfire smoke.

Hand washing and sanitizing

In order to implement effective hand washing and sanitizing procedures, Panoche Water District will:

- Provide adequate handwashing facilities.
- Encourage and allow time for employee handwashing.
- Provide employees with an effective hand sanitizer, and prohibit hand sanitizers that contain methanol

(i.e., methyl alcohol).

- Encourage/train employees to wash their hands for at least 20 seconds each time.
- Handwashing procedures will be evaluated to ensure there is time to properly wash hands for at least 20 seconds.

Panoche Water District implements the following cleaning and disinfection measures for frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, phones, headsets, bathroom surfaces, and steering wheels:

- Performing thorough cleaning in high traffic areas.
- Frequently disinfecting commonly used surfaces.
- Cleaning and sanitizing shared equipment between each use.
- Cleaning touchable surfaces between shifts or between users, whichever is more frequent.
- Ensuring District vehicles, vehicle cabs and equipment are cleaned before and after use and employees are provided hand sanitizer and effective disinfectant, such as disposable wipes, for each District vehicle. Employees must disinfect frequently touched surfaces and objects within the District's vehicle before and after use of the vehicle, if that vehicle is shared, or at the beginning and end of each shift, if no one else uses the vehicle during the employee's shift. These surfaces and objects include, but are not limited to, door handles, seatbelts, seats, steering wheels, and window buttons.
- Avoiding sharing phones, other work tools and equipment wherever possible.
- Ensuring that sanitary facilities stay operational and are stocked at all times.
- Cleaning restrooms frequently.
- Using products approved for use against COVID-19 on the EPA-approved list and follow product instructions and Cal/OSHA requirements.
- Employees using cleaners or disinfectants should wear gloves as required by the product label.
- Providing time for workers to implement cleaning practices before, during, and after shifts.
- Disposing of all cleaning material and non-reusable PPE in compliance with CDC recommendations to prevent further spread of COVID-19.

Shared tools, equipment, and personal protective equipment (PPE)

The District evaluates the need for PPE (such as gloves, goggles, and face shields) and provides and ensures use of such PPE as needed.

- Upon request, the District will provide respirators for voluntary use to all employees who are working indoors or in vehicles with more than one person. The District will provide and ensure use of respirators in compliance with section 5144 when deemed necessary by Cal/OSHA. Employees who wish to request a respirator should contact their supervisor or the Ethics and Compliance Officer.
- PPE must not be shared, e.g., gloves, goggles, and face shields.
- Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses. Employees are expected to routinely disinfect surfaces and objects with which they interact. Employees should utilize effective disinfectants, such as disposable wipes, provided by the District to disinfect the surfaces and objects they come in contact with that may be touched by other employees or members of the public.

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- Sharing of vehicles will be minimized to the extent feasible, and high-touch points (for example, steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) will be disinfected by the employee between users.
- When a COVID-19 positive individual has been in the workplace during the high-risk exposure period, the areas where exposure could occur will be thoroughly cleaned by personnel trained in how to protect themselves from infection and in the safe use of the disinfection chemicals.

Testing of employees

We make COVID-19 testing available at no cost, during paid time, to all employees:

- Who had close contact in the workplace; or
- Who have COVID-19 symptoms, and
- During outbreaks and major outbreaks (see below for further details).

Reporting Recordkeeping and Access.

The District will:

- Report information about COVID-19 cases and outbreaks at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program (CPP).
- The CPP will be available to employees, authorized employee representatives, and to representatives of Cal/OSHA.
- Document and keep a record of and track all Covid-19 cases.
- Maintain the confidentiality of private medical information.

Exclusion of Covid-19 Cases and Employees who had a Close Contact.

Where we have a COVID-19 case or close contact in our workplace, we limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until return-to-work requirements are met.
- Reviewing current CDPH guidance for persons who had close contacts, including any guidance regarding quarantine or other measures to reduce transmission.
- For employees excluded from work, continuing and maintaining an employee's earnings, wages, seniority, and all other employee rights and benefits when an employee is excluded from work because of a workplace COVID-19 exposure and the employee is not able to telework and is not receiving Disability Payments or Workers' Compensation Temporary Disability Payments during the exclusion period. An employee is not entitled to this exposure pay:
 - If the employee's COVID-19 exposure was not work related; or

- For any period of time in which the employee is unable to work for reasons other than protecting persons at the workplace from possible COVID-19 transmission.
- We will provide employees who are excluded from the workplace with information on available benefits.
- If the local health department has not excluded an employee, employees may return to work on the basis that the employee's absence would create undue risk to the community's health and safety. In such cases, the District will implement and maintain effective control measures to prevent transmission of COVID-19 in the workplace including providing isolation for the employee at the workplace and, if isolation is not feasible, the use of respirators in the workplace.

Covid-19 Return to Work Criteria.

The following return to work criteria may change based on guidance from local, state, or federal law or regulations.

Also, if an order to isolate, quarantine, or exclude an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted.

Below is a summary of the return-to-work criteria that we will follow as of April 6, 2022:

COVID-19 Cases

COVID-19 cases, regardless of vaccination status, previous infection, or lack of symptoms:

- Employees who test positive for COVID-19 must be excluded from the workplace for at least 5 days after start of symptoms or after date of first positive test if no symptoms.
- Isolation can end and employees may return to the workplace after day 5 if symptoms are not present or are resolving, and a diagnostic specimen (antigen test preferred) collected on day 5 or later tests negative.
- If an employee's test on day 5 (or later) is positive, isolation can end and the employee may return to the workplace after day 10 if they are fever-free for 24 hours without the use of fever-reducing medications.
- If an employee is unable or choosing not to test, isolation can end and the employee may return to the workplace after day 10 if they are fever-free for 24 hours without the use of fever-reducing medications.
- If an employee has a fever (body temperature of 100.4 degrees Fahrenheit or higher), isolation must continue and the employee may not return to work until 24 hours after the fever resolves without the use of fever-reducing medications.
- If an employee's symptoms other than fever are not resolving, they may not return to work until their symptoms are resolving or until after day 10.
- Employees must wear face coverings around others for a total of 10 days.

Close Contacts

Those who are exposed to someone with COVID-19, regardless of vaccination status, can remain at work as long as they are asymptomatic and comply with the following rules. Persons infected within the prior 90 days do not need to be tested, quarantined, or excluded from work unless symptoms develop.

- Test within 3-5 days after last exposure.
- Per CDPH masking guidance, close contacts should wear a well-fitting mask around others for a total of 10 days, especially in indoor settings and when near those at higher risk for severe COVID-19 disease (see masking section below for additional information).
- If an exposed employee develops symptoms, they must be excluded pending the results of a test.

- If an exposed employee who develops symptoms later tests negative and returns to work earlier than 10 days after the close contact, the employee must wear a face covering around others for 10 days following the close contact.
- If an exposed employee who develops symptoms is unable to test or choosing not to test, they must be excluded until 10 days after the date of symptom onset.
- CDPH recommends continuing exclusion and retesting in 1-2 days if testing negative with an antigen test, particularly if tested during the first 1-2 days of symptoms.
- For symptomatic employees who have tested positive within the previous 90 days, using an antigen test is preferred.
- Employees are strongly encouraged to get vaccinated or boosted.
-
- If test result is positive, follow isolation recommendations above (for COVID-19 Cases)

A COVID-19 test may be both self-administered and self-read only if another means of independent verification of the results can be provided (e.g., a time-stamped photograph of the results).

See the Table attached to this CPP for more details. The District will notify you when the return to work criteria changes per federal, state or local law.

Multiple COVID-19 Infections and COVID-19 Outbreaks

An outbreak occurs if three or more employee COVID-19 positive cases within an exposed group visited the workplace during their high risk exposure period at any time during a 14-day period.

This section of the CPP will stay in effect until there are no new COVID-19 cases detected in the exposed group for a 14-day period.

- Testing will be provided to employees at no cost and during paid normal work hours to all employees in the exposed group except for:
 - Employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period.
 - COVID-19 cases who did not develop symptoms after returning to work pursuant to our Return-to-Work Criteria, no testing is required for 90 days after the initial onset of symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test.
- COVID-19 testing consists of the following:
 - All employees in the exposed group are immediately tested regardless of their vaccination status and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.
 - After the first two COVID-19 tests, the District will continue to provide COVID-19 testing once a week of employees in the exposed group who remain at the workplace, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in the workplace for a 14-day period.
 - Employees who had close contacts shall have a negative COVID-19 test taken within three and five days after the close contact or shall be excluded and follow the return to work requirements of this CPP for COVID-19 cases.

- The District provides additional testing when deemed necessary by Cal/OSHA.

The District will continue to comply with the applicable elements of this CPP, as well as the following:

1. Employees in the exposed group will wear face coverings when indoors, or when outdoors and less than six feet apart (unless one of the face-covering exceptions indicated in this CPP apply).
2. The District will give notice to employees in the exposed group of their right to request a respirator for voluntary use if they are not fully vaccinated.
3. The District will evaluate whether to implement physical distancing of at least six feet between persons, or where six feet of physical distancing is not feasible, the need for use of cleanable solid partitions of sufficient size to reduce COVID-19 transmission.

The District will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and will include:

- Investigation of new or unabated COVID-19 hazards including:
 - The District's leave policies and practices and whether employees are discouraged from remaining home when sick.
 - The District's COVID-19 testing policies.
 - Insufficient outdoor air.
 - Insufficient air filtration.
 - Lack of physical distancing.
- The District will update the review of policies, procedures, and controls:
 - Every thirty days that the outbreak continues.
 - In response to new information or to new or previously unrecognized COVID-19 hazards.
 - When otherwise necessary.
- The District will implement changes to reduce the transmission of COVID-19 based on the investigation and review. The District will consider:
 - Moving indoor tasks outdoors or having them performed remotely.
 - Increasing outdoor air supply when work is done indoors.
 - Improving air filtration.
 - Increasing physical distancing as much as feasible.
 - Requiring respiratory protection.

The District will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters, if compatible with the ventilation system. If MERV-13 or higher filters are not compatible, the District will use filters with the highest compatible filtering efficiency, and also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units or other air cleaning systems would reduce the risk of transmission and, if so, implement their use to the degree feasible.

Major COVID-19 Outbreaks

A major outbreak occurs if 20 or more COVID-19 cases in an exposed group visit the District's workplace during the high-risk exposure period within a 30-day period.

This section of the CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

The District will continue to comply with the Multiple COVID-19 Infections and COVID-19 Outbreaks section above, except that the COVID-19 testing, regardless of vaccination status, is made available to all employees in the exposed group twice a week, or more frequently if recommended by the local health department.

In addition to complying with this CPP, the District will also:

- Provide employees in the exposed group with respirators for voluntary use and determine the need for a respiratory protection program or changes to an existing respiratory protection program to address COVID-19 hazards.
- Separate by six feet (except where we can demonstrate that six feet of separation is not feasible and there is momentary exposure while persons are in movement) any employees in the exposed group who are not wearing respirators. When it is not feasible to maintain a distance of at least six feet, individuals are as far apart as feasible.
- Install cleanable solid partitions that effectively reduce transmission between the employee and other persons at workstations where an employee in the exposed group is assigned to work for an extended period, and where the physical distancing requirement is not always maintained.
- Evaluate whether to halt some or all operations at the workplace until COVID-19 hazards have been corrected.
- Implement any other control measures deemed necessary by Cal/OSHA.

Employer Provided Transportation


This section of the CPP will apply when there is District provided transportation, which is any transportation of an employee, during the course and scope of employment, provided, arranged for, or secured by the District, including transportation to and from different workplaces, jobsites, delivery sites, buildings, stores, facilities, and agricultural fields regardless of the travel distance or duration involved, unless the driver and all passengers live in the same household outside of work, such as family members, the driver is alone in the vehicle, the transportation is necessary for emergencies for example; firefighting, rescue or evacuation, all the employees in the vehicle are fully vaccinated, or employees are using public transportation.

To the extent feasible, the District reduces exposure to COVID-19 hazards by assigning employees sharing vehicles to distinct groups and ensuring that each group remains separate from other such groups during transportation, during work activities, and in employer-provided housing. The District prioritizes shared transportation assignments in the following order:

- Employees residing in the same housing unit are transported in the same vehicle.
- Employees working in the same crew or workplace are transported in the same vehicle.
- Employees who do not share the same household, work crew or workplace are transported in the same vehicle only when no other transportation alternatives are feasible.

The District ensures that the:

- Face covering requirements of this policy are followed for employees waiting for transportation, if applicable.
- All employees are provided with a face covering, which must be worn unless an exception applies.
- Upon request, the District provides respirators for voluntary use in compliance with this policy to all employees in the vehicle who are not fully vaccinated.
- Before entering the vehicle, screening will take place following guidelines from this CPP and drivers and riders with COVID-19 symptoms will be excluded prior to boarding shared transportation.
- All high contact surfaces will be disinfected with employer provided sanitizing material including door handles, seatbelt buckles, armrests, steering wheel, arm rests, and shifter if different people will touch the area. We provide sanitizing materials, training on how to use them properly, and ensure they are kept in adequate supply.
- Ventilation in the vehicle will be maximized by keeping windows open, ventilation units will be set to use maximum outside air and not set to recirculate air. Windows can be shut if it is over 90 degrees or less than 60 degrees, the air quality index is over 100 (poor air quality), or protection is needed from weather conditions, such as rain or snow.
- Each vehicle will have hand sanitizer available.



California Department of Industrial Relations
Division of Occupational Safety & Health

What Employers and Workers Need to Know about COVID-19 Isolation & Quarantine

May 6, 2022

This fact sheet provides employers and workers not covered by the **Aerosol Transmissible Diseases standard** with information on when and for how long workers must be excluded from the workplace if they test positive or are exposed to someone who has COVID-19. The chart below reflects the new California Department of Public Health (CDPH) isolation and quarantine periods guidance from April 6, 2022 and the third re-adoption of the Cal/OSHA COVID-19 Prevention Emergency Regulation effective May 6, 2022.

More information is available on [Cal/OSHA's ETS FAQs](#) and [CDPH's Isolation and Quarantine Guidance](#).

Employees who test positive for COVID-19 must be excluded from the workplace as described in Table 1. For employees who had a close contact, employers must review [CPDH guidance](#) and implement quarantine and other measures in the workplace to prevent COVID-19 transmission in the workplace. Please refer to table 2 and table 3 below for CDPH quarantine guidance after close contact.

Where the tables below refer to action to be taken on a specified day (e.g. "day 5" or "day 10"), day 1 is the first day following the onset of symptoms or, if no symptoms develop, the day following the first positive test.

Table 1: Exclusion Requirements for Employees Who Test Positive for COVID-19

<p>Requirements apply to all employees, regardless of vaccination status, previous infection, or lack of symptoms.</p>	<ul style="list-style-type: none"> Employees who test positive for COVID-19 must be excluded from the workplace for at least 5 days after start of symptoms or after date of first positive test if no symptoms. Isolation can end and employees may return to the workplace after day 5 if symptoms are not present or are resolving, and a diagnostic specimen* collected on day 5 or later tests negative. If an employee's test on day 5 (or later) is positive, isolation can end and the employee may return to the workplace after day 10 if they are fever-free for 24 hours without the use of fever-reducing medications. If an employee is unable to or choosing not to test ¹, isolation can end, and the employee may return to the workplace after day 10 if they are fever-free for 24 hours without the use of fever-reducing medications. If an employee has a fever², isolation must continue and the employee may not return to work until 24 hours after the fever resolves without the use of fever-reducing medications.³ If an employee's symptoms other than fever are not resolving, they may not return to work until their symptoms are resolving or until after day 10. Employees must wear face coverings around others for a total of 10 days. Please refer the FAQs regarding face coverings for additional information <p>*Antigen test preferred.</p>
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¹ An employer may require a test. More information is available in the [Department of Fair Employment and Housing FAQ](#).

² A fever is a measured body temperature of 100.4 degrees Fahrenheit or higher.

³ A fever resolves when 24 hours have passed with no fever, without the use of fever-reducing medications.

Table 2: CDPH Guidance for Close Contacts – Employees Who Are Exposed to Someone with COVID-19. (Applies to All Employees Except those in High-Risk Settings)

<p>For employees who are asymptomatic. Applies to all employees, regardless of vaccination status.</p>	<ul style="list-style-type: none"> Exposed employees must test within three to five days after their last close contact. Persons infected within the prior 90 days do not need to be tested unless symptoms develop. Employees must wear face coverings around others for a total of 10 days after exposure. Please refer to the FAQs on face coverings for additional information. If an exposed employee tests positive for COVID-19, they must follow the isolation requirements above in Table 1. Employees are strongly encouraged to get vaccinated and boosted
<p>For employees who are symptomatic. Applies to all employees, regardless of vaccination status.</p>	<ul style="list-style-type: none"> Symptomatic employees must be excluded and test as soon as possible. Exclusion must continue until test results are obtained. If the employee is unable to test or choosing not to test, exclusion must continue for 10 days. If the employee tests negative and returns to work earlier than 10 days after the close contact, the employee must wear a face covering around others for 10 days following the close contact. CDPH recommends continuing exclusion and retesting in 1-2 days if testing negative with an antigen test, particularly if tested during the first 1-2 days of symptoms. For symptomatic employees who have tested positive within the previous 90 days, using an antigen test is preferred.

Table 3: CDPH Guidance for Close Contacts – Specified High-Risk Settings

<p>Applies to employees who are:</p> <ul style="list-style-type: none"> Not fully vaccinated, OR Not infected with SARS-CoV-2 within the prior 90 days. <p>AND who work in the following high-risk settings:</p> <ul style="list-style-type: none"> Emergency Shelters Cooling and Heating Centers Long Term Care Settings & Adult and Senior Care Facilities* Local correctional facilities and detention centers* Healthcare settings* <p>* Please note that some employees in these high-risk settings are covered by the Aerosol Transmissible Diseases standard (section 5199) and are subject to different requirements. Please see the Scope of Coverage section of the FAQ for additional information.</p>	<ul style="list-style-type: none"> Exposed employees must be excluded from work for at least five days after the last known close contact. Exclusion can end and exposed employees may return to the workplace after day 5 if symptoms are not present and a diagnostic specimen collected on day 5 or later tests negative. If an employee is unable to test or choosing not to test, and symptoms are not present, work exclusion can end and the employee may return to the workplace after day 10. Employees in these settings must wear a face covering while indoors and around others in accordance with CDPH's universal masking guidance. Employees are strongly encouraged to get vaccinated or boosted. If employees develop symptoms after returning to work, they must be excluded from the workplace and test as soon as possible. If employees test positive, they must follow the isolation requirements in Table 1.
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Commonly Asked Questions

When do workers need to be paid exclusion pay if exposed to COVID-19?

When workers are required to be excluded from work due to work-related COVID-19 exposure, they must be paid exclusion pay. Workers should speak with their employers about available exclusion pay. Some exceptions apply, for example if the worker can work from home, or they are receiving disability pay or Workers' Compensation Temporary Disability Payments.

What does CDPH guidance require if a worker was exposed to COVID-19 but tests are not available?

If a worker in a non-high-risk setting cannot be tested as required but never develops symptoms, the worker may continue to work but must wear a face covering for 10 days after the close contact. If the worker works in a high-risk setting, they should continue isolation for 10 days, as explained in the table.

This guidance is an overview, for full requirements
see Title 8 sections 3205, 3205.1, 3205.2, 3205.3, 3205.4

Update History

- January 19, 2022 – Updated to clarify this fact sheet does not apply to workplaces covered by the Aerosol Transmissible Diseases Standard.
- May 6, 2022 – Updated to align with new CDPH guidance for general population and adding high-risk settings.



For assistance with developing a COVID-19 Prevention Program, employers may contact Cal/OSHA Consultation Services at 1 800 963 9424 or InfoCons@dir.ca.gov

For Consultation information or publications, access the following link or copy the site address: [DOSHConsultation www.dir.ca.gov/dosh/consultation.html](http://DOSHConsultation.www.dir.ca.gov/dosh/consultation.html)

PANOCHÉ WATER DISTRICT



Injury and Illness Prevention Program

**52027 West Althea Ave., Firebaugh, CA 93622
(209) 364-6136**

April 18, 2023

**Panoche Water
District**

**Injury & Illness
Prevention Program
(IIPP)**

**Date:
4/2023**

INTRODUCTION

Panoche Water District has established this Injury and Illness Program (IIPP) to communicate with employees our procedures for creating a safety and healthy work environment for all employees. We are committed to ensuring that all employees have the tools, knowledge, and resources to perform their jobs safely. Panoche Water District also commits to protect the environment to the best of our ability.

RESPONSIBILITY

The Injury and Illness Prevention Program (IIP Program) administrator, **Lorena Chagoya, Ethics & Compliance Officer, (209) 752-4734**, has the authority and responsibility for implementing the provisions of this program for Panoche Water District.

All supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering worker questions about the IIP Program.

Lorena Chagoya or Management will designate an alternate responsible person during periods of his/her absence such as during personal leave.

Copies of the IIPP are available at the following location(s):

52027 West Althea Avenue, Firebaugh, CA 93622-9401

Supervisor Responsibilities:

- Ensuring that the elements of the IIPP are met, including performing periodic inspections/hazard assessments.
- Familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed.
- Encourage safe working habits among employees and will strictly enforce District's safety rules fairly and evenly.
- Ensuring employee compliance with safety policies and rules, investigation of accidents and injuries.
- Promptly correcting and/or reporting any unsafe condition.
- Ensuring employees are trained on the hazards and safe work practices relevant to their jobs.
- Conducting regular tailgate meetings and providing documentation of employee participation and safety topics covered.
- Take corrective actions in regard to employee behavior/negligence.

Employee Responsibilities:

- Familiarizing themselves with the District's safety programs.
- Follow safe work practices for tasks they perform.
- Assist in hazard identification.
- Report accidents or injuries to supervisors as soon as they occur.
- Properly using Personal Protective Equipment as needed and/or required.
- Only perform tasks that they are authorized and trained to perform.

COMPLIANCE

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Supervisors are expected to enforce the rules fairly and uniformly.

All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.

Panoche Water District's system to ensure that all workers comply with the rules and maintain a safe work environment include:

1. Informing employees of the provisions of our IIPP.
2. Train all new and current employees on our IIPP.
3. Recognizing employees who perform safe and healthful work practices.
4. Provide training to workers whose safety performance is deficient.
5. Discipline employees for failure to comply with safe and healthful work practices.
6. Monitor and evaluate the safety performance of all employees.

COMMUNICATION

We recognize that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following checked items:

- New worker orientation including a discussion of safety and health policies and procedures.
- Review of our IIP Program.
- Workplace safety and health training programs.
- Regularly scheduled safety meetings.
- Effective communication of safety and health concerns between workers and supervisors, including translation where appropriate.
- Posted or distributed safety information.

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- Report any unsafe conditions or safety concerns immediately to their immediate supervisor or the Ethics & Compliance Officer, or bring up the issue during department meetings provided the hazard isn't serious.
 - Report anonymously to the District's SpeakUp Hotline (1-833-480-0010 English/ 1-800-216-1288 Spanish) to inform management about workplace hazards.

HAZARD ASSESSMENT

Panoche Water District recognizes the need to identify and communicate workplace hazards to its employees. Panoche Water District will conduct periodic Program Audit & Safety inspections to locate and identify hazards. These inspections will be performed by either Panoche Water District supervisors, a designated component observer, or outside (3rd party) consultants.

Periodic inspections are performed according to the following schedule:

1. Quarterly.
2. When we initially established our IIP Program.
3. When new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace.
4. When new, previously unidentified hazards are recognized.
5. When occupational injuries and illnesses occur.
6. When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.
7. Whenever workplace conditions warrant an inspection.

Periodic inspections consist of identification and evaluation of workplace hazards utilizing applicable sections of the attached Hazard Assessment Checklist and any other effective methods to identify and evaluate workplace hazards.

ACCIDENT INVESTIGATIONS

Panoche Water District takes the following steps when investigating workplace accidents, near misses, and hazardous substance exposures:

1. Visit the accident scene as soon as possible.
2. Interview injured workers and witnesses.
3. Examine the workplace for factors associated with the accident/exposure.
4. Determine the cause of the accident/exposure.
5. Take corrective action to prevent the accident/exposure from reoccurring.
6. Record the findings and corrective actions taken.

The person(s) responsible for conducting accident investigations at Panoche Water District is:
The Ethics & Compliance Officer, all supervisors, and the Risk Management Assistant.

HAZARD CORRECTION

Unsafe or unhealthy work conditions, practices or procedures must be corrected in a timely manner based on the severity of the hazards. We correct workplace hazards:

1. When observed or discovered.
2. When there is an imminent hazard. In the case of an imminent hazard, we will remove all employees from the area except those needed to correct the condition. We will protect employees working to correct the hazardous condition.
3. All such actions taken and dates they are completed will be documented on the appropriate forms.

EMPLOYEE TRAINING AND INSTRUCTION

All employees, including supervisors, will have training and instruction on general and job-specific safety and health practices. We will conduct trainings in the following instances:

1. When the IIP Program is first established.
2. To all new employees.
3. To all workers given new job assignments for which training has not previously provided.
4. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard.
5. Whenever the employer is made aware of a new or previously unrecognized hazard.
6. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
7. To all workers with respect to hazards specific to each employee's job assignment.
8. Explanation of the District's IIPP and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed.
9. Use of appropriate clothing, including gloves, footwear, and personal protective equipment.
10. Information about chemical hazards to which employees could be exposed and other hazard communication program information.
11. Availability of toilet, hand-washing and drinking water facilities.
12. Provisions for medical services and first aid including emergency procedures.

In addition, we provide specific instructions to all employees regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training. We also provide trainings to employees annually, after an unsafe incident, an accident, or near missed, and when employee is observed doing something unsafe.

Employee Access to the IIPP

Panoche Water District provides employees with access to the written IIPP through:

Upon request, our business will provide employees with access to the IIPP by:

- Providing a printed copy of the IIPP
- Providing an electronic copy of the IIPP

➤ Employees can request access to a copy of the written IIPP by:

- Requesting a copy from their supervisor
- Requesting a copy from the Ethics & Compliance Officer or the Risk Management Assistant.

A copy of the IIPP will be provided within five (5) business days after receiving the request.

Where we have distinctly different and separate operations with distinctly separate and different IIPPs, we may limit access to the IIPP applicable to the employee requesting it.

RECORDKEEPING

We have checked one of the following categories as our recordkeeping policy.

We are a local governmental entity (any county, city, or district, and any public or quasi-public corporation or public agency therein) and we are not required to keep written records of the steps taken to implement and maintain our IIPP. However, we keep records of the following:

- Orientation training provided to employees should be kept for as long as the employee works for the District.
- Records of safety meetings.
- Accident investigation records should be kept for as long as the District is in business.
- OSHA 300 Logs and 300A Summary must be kept for five years (As applicable).
- Safety Data Sheets for chemical used, medical records, and records of employee exposure monitoring must be kept for 30 years past the last date the employee worked for the District.

LIST OF SAFETY TRAINING SUBJECTS

We train our workers about the following safety training subjects:

- The employer's Code of Safe Practices
- Emergency Action and Evacuation Plan
- Coronavirus Prevention
- Confined space entry
- Safe practices for operating any heavy equipment
- Fire prevention
- Valley Fever
- Electrical hazards, including working around high voltage lines
- Crane operations
- Trenching and excavation work
- Proper use of powered tools
- Lock-out/tag-out procedures
- Chainsaw and other power tool operation
- Unsafe weather conditions
- Fall protection
- Driver safety/Defense driver
- Slips, falls, and back injuries
- Office and field ergonomic hazards
- Ladder safety
- Personal protective equipment
- Respiratory protection
- Drug and Alcohol Free Workplace
- Spill Prevention
- Fire Extinguisher
- Office Safety
- Eyewash and shower station safety
- Asbestos Awareness
- Hearing Protection
- Hazardous chemical exposures
- Hazard communication
- Bloodborne pathogens
- ATV Safety
- CPR/First Aid
- Workplace Violence
- Drug and alcohol free workplace
- Department of Transportation (DOT) –Drivers/Non-Driver Safety Awareness
- Department of Transportation (DOT) – Supervisors and Representatives

Panoche Water District is required by law to establish, implement and maintain an effective written Injury and Illness Prevention Program. A copy of this written Injury and Illness Prevention Program is on file at 52027 W. Althea Ave., Firebaugh, CA 93622 for review by every employee. The District expressly reserves the right to update and improve its written Injury and Illness Prevention Program from time to time, in accordance with changes in the law or where employment conditions require such changes. Furthermore, the District expressly reserves the right to implement or discontinue incentive programs in carrying out the forgoing safety policies and rules.

Lastly, the at-will employment status of employees covered herein shall in no way be affected by the District's progressive disciplinary system implemented pursuant to Labor Code in furtherance of its written Injury and Illness Prevention Program.

Review and Approved By:

Name

Signature

Date

DRAFT

INJURY AND ILLNESS PREVENTION PROGRAM (IIPP ACKNOWLEDGEMENT FORM)

I have received instruction regarding the content and availability of the written Injury and Illness Prevention Program (IIPP) that outlines the District’s policies and employee responsibilities concerning safety.

By my signature below, I agree to the terms of this acknowledgement and also agree to follow the policies and procedures contained in this IIPP. Additionally, it is my responsibility to read through the document in its entirety and report any unsafe conditions or violations to my supervisor and/or the Ethics & Compliance Officer in order to minimize the potential of injury to me and fellow workers.

Lastly, I understand that I am encouraged to inform my immediate supervisor of any hazards on the job without fear of reprisal. At any time I feel that this report is being held against me, I should notify the Ethics & Compliance Officer or the General Manager.

Employee Name:	
Employee Signature:	
Date:	
Training Provider:	
Location:	52027 W. Althea Ave., Firebaugh, CA 93622

NOTE: If you are unable to read or understand this acknowledgement form or any other Panoche Water District safety documents written in English, please notify the Ethics & Compliance Officer. Upon request, safety documents may be made available in Spanish or other languages.

NOTICE TO ALL EMPLOYEES: Access to Safety Data Sheets

BY CAL/OSHA REGULATION - GENERAL INDUSTRY SAFETY ORDER 5194 - YOU, YOUR PHYSICIAN, AND YOUR COLLECTIVE BARGAINING AGENT HAVE THE RIGHT TO SEE AND RECEIVE COPIES OF:

Safety Data Sheets for substances used in the workplace that are on the State Department of Industrial Relations Directors List of Hazardous Substances (Section 339, Title 8, California Administrative Code)

Attached is a list of substances present in this employment which are on the Directors List of Hazardous Substances.

Safety Data Sheets are available at:

52027 West Althea Ave., Firebaugh, CA 93622

From: The Ethics & Compliance Officer/Department

Copies of General Industry Safety Order 5194 and the Directors List of Hazardous Substances are available at:

52027 West Althea Ave., Firebaugh, CA 93622

From: The Ethics & Compliance Officer/Department

HAZARD ASSESSMENT CHECKLIST

GENERAL WORK ENVIRONMENT

- Are all worksites clean and orderly?
- Are work surfaces kept dry or appropriate means taken to assure the surfaces are slip-resistant?
- Are all spilled materials or liquids cleaned up immediately?
- Is combustible scrap, debris and waste stored safely and removed from the worksite promptly?
- Is accumulated combustible dust routinely removed from elevated surfaces, including the overhead structure of buildings?
- Is combustible dust cleaned up with a vacuum system to prevent the dust going into suspension?
- Is metallic or conductive dust prevented from entering or accumulation on or around electrical enclosures or equipment?
- Are covered metal waste cans used for oily and paint-soaked waste?
- Are all oil and gas fired devices equipped with flame failure controls that will prevent flow of fuel if pilots or main burners are not working?
- Are paint spray booths, dip tanks and the like cleaned regularly?
- Are the minimum number of toilets and washing facilities provided?
- Are all toilets and washing facilities clean and sanitary?
- Are all work areas adequately illuminated?
- Are pits and floor openings covered or otherwise guarded?

PERSONAL PROTECTIVE EQUIPMENT & CLOTHING

- Are protective goggles or face shields provided and worn where there is any danger of flying particles or corrosive materials?
- Are approved safety glasses required to be worn at all times in areas where there is a risk of eye injuries such as punctures, abrasions, contusions or burns?
- Are employees who need corrective lenses (glasses or contacts lenses) in working environments with harmful exposures, required to wear only approved safety glasses, protective goggles, or use other medically approved precautionary procedures?
- Are protective gloves, aprons, shields, or other means provided against cuts, corrosive liquids and chemicals?
- Are hard hats provided and worn where danger of falling objects exists?
- Are hard hats inspected periodically for damage to the shell and suspension system?

- Is appropriate foot protection required where there is the risk of foot injuries from hot, corrosive, poisonous substances, falling objects, crushing or penetrating actions?
- Are approved respirators provided for regular or emergency use where needed?
- Is all protective equipment maintained in a sanitary condition and ready for use?
- Do you have eye wash facilities and a quickdrench shower within the work area where employees are exposed to injurious corrosive materials?
- Where special equipment is needed for electrical workers, is it available?
- When lunches are eaten on the premises, are they eaten in areas where there is no exposure to toxic materials or other health hazards?
- Is protection against the effects of occupational noise exposure provided when sound levels exceed those of the Cal/OSHA noise standard?

WALKWAYS

- Are aisles and passageways kept clear?
- Are aisles and walkways marked as appropriate?
- Are wet surfaces covered with non-slip materials?
- Are holes in the floor, sidewalk or other walking surface repaired properly, covered or otherwise made safe?
- Is there safe clearance for walking in aisles where motorized or mechanical handling equipment is operating?
- Are spilled materials cleaned up immediately?
- Are materials or equipment stored in such a way that sharp projectiles will not interfere with the walkway?
- Are changes of direction or elevations readily identifiable?
- Are aisles or walkways that pass near moving or operating machinery, welding operations or similar operations arranged so employees will not be subjected to potential hazards?
- Is adequate headroom provided for the entire length of any aisle or walkway?
- Are standard guardrails provided wherever aisle or walkway surfaces are elevated more than 30 inches above any adjacent floor or the ground?
- Are bridges provided over conveyors and similar hazards?

FLOOR & WALL OPENINGS

- Are floor openings guarded by a cover, guardrail, or equivalent on all sides (except at entrance to stairways or ladders)?

- Are toe boards installed around the edges of a permanent floor opening (where persons may pass below the opening)?
- Are skylight screens of such construction and mounting that they will withstand a load of at least 200 pounds?
- Is the glass in windows, doors, glass walls that are subject to human impact, of sufficient thickness and type for the condition of use?
- Are grates or similar type covers over floor openings such as floor drains, of such design that foot traffic or rolling equipment will not be affected by the grate spacing?
- Are unused portions of service pits and pits not actually in use either covered or protected by guardrails or equivalent?
- Are manhole covers, trench covers and similar covers, plus their supports, designed to carry a truck rear axle load of at least 20,000 pounds when located in roadways and subject to vehicle traffic?
- Are floor or wall openings in fire resistive construction provided with doors or covers compatible with the fire rating of the structure and provided with self-closing feature when appropriate?

STAIRS & STAIRWAYS

- Are standard stair rails or handrails on all stairways having four or more risers?
- Are all stairways at least 22 inches wide?
- Do stairs have at least a 6'6" overhead clearance?
- Do stairs angle no more than 50 and no less than 30 degrees?
- Are stairs of hollow-pan type treads and landings filled to noising level with solid material?
- Are step risers on stairs uniform from top to bottom, with no riser spacing greater than 7-1/2 inches?
- Are steps on stairs and stairways designed or provided with a surface that renders them slip resistant?
- Are stairway handrails located between 30 and 34 inches above the leading edge of stair treads?
- Do stairway handrails have a least 1-1/2 inches of clearance between the handrails and the wall or surface they are mounted on?
- Are stairway handrails capable of withstanding a load of 200 pounds, applied in any direction?
- Where stairs or stairways exit directly into any area where vehicles may be operated, are adequate barriers and warnings provided to prevent employees stepping into the path of traffic?
- Do stairway landings have a dimension measured in the direction of travel, at least equal to width of the stairway?
- Is the vertical distance between stairway landings limited to 12 feet or less?

ELEVATED SURFACES

- Are signs posted, when appropriate, showing the elevated surface load capacity?
- Are surfaces elevated more than 30 inches above the floor or ground provided with standard guardrails?
- Are all elevated surfaces (beneath which people or machinery could be exposed to falling objects) provided with standard 4-inch toeboards?
- Is a permanent means of access and egress provided to elevated

storage and work surfaces?

- Is required headroom provided where necessary?
- Is material on elevated surfaces piled, stacked or racked in a manner to prevent it from tipping, falling, collapsing, rolling or spreading?
- Are dock boards or bridge plates used when transferring materials between docks and trucks or rail cars?

EXITING OR EGRESS

- Are all exits marked with an exit sign and illuminated by a reliable light source?
- Are the directions to exits, when not immediately apparent, marked with visible signs?
- Are doors, passageways or stairways, that are neither exits nor access to exits and which could be mistaken for exits, appropriately marked "NOT AN EXIT", "TO BASEMENT", "STOREROOM", and the like?
- Are exit signs provided with the word "EXIT" in lettering at least 5 inches high and the stroke of the lettering at least 1/2 inch wide?
- Are exit doors side-hinged?
- Are all exits kept free of obstructions?
- Are at least two means of egress provided from elevated platforms, pits or rooms where the absence of a second exit would increase the risk of injury from hot, poisonous, corrosive, suffocating, flammable, or explosive substances?
- Are there sufficient exits to permit prompt escape in case of emergency?
- Are special precautions taken to protect employees during construction and repair operations?
- Is the number of exits from each floor of a building, and the number of exits from the building itself, appropriate for the building occupancy load?
- Are exit stairways which are required to be separated from other parts of a building enclosed by at least two-hour fire-resistive construction in buildings more than four stories in height, and not less than one-hour fire resistive construction elsewhere?
- When ramps are used as part of required exiting from a building, is the ramp slope limited to 1-foot vertical and 12 feet horizontal?
- Where exiting will be through frameless glass doors, glass exit doors, storm doors, and such are the doors fully tempered and meet the safety requirements for human impact?

EXIT DOORS

- Are doors that are required to serve as exits designed and constructed so that the way of exit travel is obvious and direct?
- Are windows that could be mistaken for exit doors, made inaccessible by means of barriers or railings?
- Are exit doors openable from the direction of exit travel without the use of a key or any special knowledge or effort, when the building is occupied?
- Is a revolving, sliding or overhead door prohibited from serving as a required exit door?
- Where panic hardware is installed on a required exit door, will it allow the door to open by applying a force of 15 pounds or less in the direction of the exit traffic?

- Are doors on cold storage rooms provided with an inside release mechanism that will release the latch and open the door even if it's padlocked or otherwise locked on the outside?
- Where exit doors open directly onto any street, alley or other area where vehicles may be operated, are adequate barriers and warnings provided to prevent employees stepping into the path of traffic?
- Are doors that swing in both directions and are located between rooms where there is frequent traffic, provided with viewing panels in each door?

PORTABLE LADDERS

- Are all ladders maintained in good condition, joints between steps and side rails tight, all hardware and fittings securely attached, and moveable parts operating freely without binding or undue play?
- Are non-slip safety feet provided on each ladder?
- Are non-slip safety feet provided on each metal or rung ladder?
- Are ladder rungs and steps free of grease and oil?
- Is it prohibited to place a ladder in front of doors opening toward the ladder except when the door is blocked open, locked or guarded?
- Is it prohibited to place ladders on boxes, barrels, or other unstable bases to obtain additional height?
- Are employees instructed to face the ladder when ascending or descending?
- Are employees prohibited from using ladders that are broken, missing steps, rungs, or cleats, broken side rails or other faulty equipment?
- Are employees instructed not to use the top 2 steps of ordinary stepladders as a step?
- When portable rung ladders are used to gain access to elevated platforms, roofs, and the like does the ladder always extend at least 3 feet above the elevated surface?
- Is it required that when portable rung or cleat type ladders are used the base is so placed that slipping will not occur, or it is lashed or otherwise held in place?
- Are portable metal ladders legibly marked with signs reading "CAUTION" "Do Not Use Around Electrical Equipment" or equivalent wording?
- Are employees prohibited from using ladders as guys, braces, skids, gin poles, or for other than their intended purposes?
- Are employees instructed to only adjust extension ladders while standing at a base (not while standing on the ladder or from a position above the ladder)?
- Are metal ladders inspected for damage?
- Are the rungs of ladders uniformly spaced at 12 inches, center to center?

HAND TOOLS & EQUIPMENT

- Are all tools and equipment (both, company and employee- owned) used by employees at their workplace in good condition?
- Are hand tools such as chisels, punches, which develop mushroomed heads during use, reconditioned or replaced as necessary?
- Are broken or fractured handles on hammers, axes and similar equipment replaced promptly?

- Are worn or bent wrenches replaced regularly?
- Are appropriate handles used on files and similar tools?
- Are employees made aware of the hazards caused by faulty or improperly used hand tools?
- Are appropriate safety glasses, face shields, and similar equipment used while using hand tools or equipment that might produce flying materials or be subject to breakage?
- Are jacks checked periodically to assure they are in good operating condition?
- Are tool handles wedged tightly in the head of all tools?
- Are tool cutting edges kept sharp so the tool will move smoothly without binding or skipping?
- Are tools stored in dry, secure location where they won't be tampered with?
- Is eye and face protection used when driving hardened or tempered spuds or nails?

PORTABLE (POWER OPERATED) TOOLS & EQUIPMENT

- Are grinders, saws, and similar equipment provided with appropriate safety guards?
- Are power tools used with the correct shield, guard or attachment recommended by the manufacturer?
- Are portable circular saws equipped with guards above and below the base shoe?
- Are circular saw guards checked to assure they are not wedged up, thus leaving the lower portion of the blade unguarded?
- Are rotating or moving parts of equipment guarded to prevent physical contact?
- Are all cord-connected, electrically operated tools and equipment effectively grounded or of the approved double insulated type?
- Are effective guards in place over belts, pulleys, chains, and sprockets, on equipment such as concrete mixers, air compressors, and the like?
- Are portable fans provided with full guards or screens having openings 1/2 inch or less?
- Is hoisting equipment available and used for lifting heavy objects, and are hoist ratings and characteristics appropriate for the task?
- Are ground-fault circuit interrupters provided on all temporary electrical 15 and 20 ampere circuits, used during periods of construction?
- Are pneumatic and hydraulic hoses on power-operated tools checked regularly for deterioration or damage?

ABRASIVE WHEEL EQUIPMENT GRINDERS

- Is the work rest used and kept adjusted to within 1/8 inch of the wheel?
- Is the adjustable tongue on the top side of the grinder used and kept adjusted to within 1/4 inch of the wheel?
- Do side guards cover the spindle, nut, and flange and 75 percent of the wheel diameter?

- Are bench and pedestal grinders permanently mounted?
- Are goggles or face shields always worn when grinding?
- Is the maximum RPM rating of each abrasive wheel compatible with the RPM rating of the grinder motor?
- Are fixed or permanently mounted grinders connected to their electrical supply system with metallic conduit or other permanent wiring method?
- Does each grinder have an individual on and off control switch?
- Is each electrically operated grinder effectively grounded?
- Before new abrasive wheels are mounted, are they visually inspected and ring tested?
- Are dust collectors and powered exhausts provided on grinders used in operations that produce large amounts of dust?
- Are splashguards mounted on grinders that use coolant, to prevent the coolant reaching employees?
- Is cleanliness maintained around grinder?
- Are the noncurrent-carrying metal parts of electrically operated machines bonded and grounded?
- Are foot-operated switches guarded or arranged to prevent accidental actuation by personnel or falling objects?
- Are manually operated valves and switches controlling the operation of equipment and machines clearly identified and readily accessible?
- Are all emergency stop buttons colored red?
- Are all pulleys and belts that are within 7 feet of the floor or working level properly guarded?
- Are all moving chains and gears properly guarded?
- Are splashguards mounted on machines that use coolant, to prevent the coolant from reaching employees?
- Are methods provided to protect the operator and other employees in the machine area from hazards created at the point of operation, ingoing nip points, rotating parts, flying chips, and sparks?
- Are machinery guards secure and so arranged that they do not offer a hazard in their use?
- If special hand tools are used for placing and removing material, do they protect the operator's hands?
- Are revolving drums, barrels, and containers required to be guarded by an enclosure that is interlocked with the drive mechanism, so that revolution cannot occur unless the guard enclosure is in place, so guarded?
- Do arbors and mandrels have firm and secure bearings and are they free from play?
- Are provisions made to prevent machines from automatically starting when power is restored after a power failure or shutdown?
- Are machines constructed so as to be free from excessive vibration when the largest size tool is mounted and run at full speed?
- If machinery is cleaned with compressed air, is air pressure controlled and personal protective equipment or other safeguards used to protect operators and other workers from eye and body injury?
- Are fan blades protected with a guard having openings no larger than 1/2 inch, when operating within 7 feet of the floor?
- Are saws used for ripping, equipped with anti-kick back devices and spreaders?
- Are radial arm saws so arranged that the cutting head will gently return to the back of the table when released?

POWDER ACTUATED TOOLS

- Are employees who operate powder-actuated tools trained in their use and carry a valid operator's card?
- Do the powder-actuated tools being used have written approval of the Division of Occupational Safety and Health?
- Is each powder-actuated tool stored in its own locked container when not being used?
- Is a sign at least 7" by 10" with bold type reading "POWDER-ACTUATED TOOL IN USE" conspicuously posted when the tool is being used?
- Are powder-actuated tools left unloaded until they are actually ready to be used?
- Are powder-actuated tools inspected for obstructions or defects each day before use?
- Do powder-actuated tools operators have and use appropriate personal protective equipment such as hard hats, safety goggles, safety shoes and ear protectors?

MACHINE GUARDING

- Is there a training program to instruct employees on safe methods of machine operation?
- Is there adequate supervision to ensure that employees are following safe machine operating procedures?
- Is there a regular program of safety inspection of machinery and equipment?
- Is all machinery and equipment kept clean and properly maintained?
- Is sufficient clearance provided around and between machines to allow for safe operations, set up and servicing, material handling and waste removal?
- Is equipment and machinery securely placed and anchored, when necessary to prevent tipping or other movement that could result in personal injury?
- Is there a power shut-off switch within reach of the operator's position at each machine?
- Can electric power to each machine be locked out for maintenance, repair, or security?

LOCKOUT BLOCKOUT PROCEDURES

- Is all machinery or equipment capable of movement, required to be de-energized or disengaged and blocked or locked out during cleaning, servicing, adjusting or setting up operations, whenever required?
- Is the locking-out of control circuits in lieu of locking-out main power disconnects prohibited?
- Are all equipment control valve handles provided with a means for locking-out?
- Does the lockout procedure require that stored energy (i.e., mechanical, hydraulic, air,) be released or blocked before equipment is locked-out for repairs?
- Are appropriate employees provided with individually keyed

personal safety locks?

- Are employees required to keep personal control of their key(s) while they have safety locks in use?
- Is it required that employees check the safety of the lockout by attempting a start up after making sure no one is exposed?
- Where the power disconnecting means for equipment does not also disconnect the electrical control circuit:
- Are the appropriate electrical enclosures identified?
- Is means provide to assure the control circuit can also be disconnected and locked out?

WELDING, CUTTING & BRAZING

- Are only authorized and trained personnel permitted to use welding, cutting or brazing equipment?
- Do all operators have a copy of the appropriate operating instructions and are they directed to follow them?
- Are compressed gas cylinders regularly examined for obvious signs of defects, deep rusting, or leakage?
- Is care used in handling and storage of cylinders, safety valves, relief valves, and the like, to prevent damage?
- Are precautions taken to prevent the mixture of air or oxygen with flammable gases, except at a burner or in a standard torch?
- Is only approved apparatus (torches, regulators, pressure-reducing valves, acetylene generators, manifolds) used?
- Are cylinders kept away from sources of heat?
- Is it prohibited to use cylinders as rollers or supports?
- Are empty cylinders appropriately marked their valves closed and valve-protection caps on?
- Are signs reading: DANGER NO-SMOKING, MATCHES, OR OPEN LIGHTS, or the equivalent posted?
- Are cylinders, cylinder valves, couplings, regulators, hoses, and apparatus keep free of oily or greasy substances?
- Is care taken not to drop or strike cylinders?
- Unless secured on special trucks, are regulators removed and valve-protection caps put in place before moving cylinders?
- Do cylinders without fixed hand wheels have keys, handles, or non-adjustable wrenches on stem valves when in service?
- Are liquefied gases stored and shipped valve-end up with valve covers in place?
- Are employees instructed to never crack a fuel-gas cylinder valve near sources of ignition?
- Before a regulator is removed, is the valve closed and gas released from the regulator?
- Is red used to identify the acetylene (and other fuel-gas) hose, green for oxygen hose, and black for inert gas and air hose?
- Are pressure-reducing regulators used only for the gas and pressures for which they are intended?
- Is open circuit (No Load) voltage of arc welding and cutting machines as low as possible and not in excess of the recommended limits?
- Under wet conditions, are automatic controls for reducing no-load voltage used?

- Is grounding of the machine frame and safety ground connections of portable machines checked periodically?
- Are electrodes removed from the holders when not in use?
- Is it required that electric power to the welder be shut off when no one is in attendance?
- Is suitable fire extinguishing equipment available for immediate use?
- Is the welder forbidden to coil or loop welding electrode cable around his body?
- Are wet machines thoroughly dried and tested before being used?
- Are work and electrode lead cables frequently inspected for wear and damage, and replaced when needed?
- Do means for connecting cables' lengths have adequate insulation?
- When the object to be welded cannot be moved and fire hazards cannot be removed, are shields used to confine heat, sparks, and slag?
- Are firewatchers assigned when welding or cutting is performed, in locations where a serious fire might develop?
- Are combustible floors kept wet, covered by damp sand, or protected by fire-resistant shields?
- When floors are wet down, are personnel protected from possible electrical shock?
- When welding is done on metal walls, are precautions taken to protect combustibles on the other side?
- Before hot work is begun, are used drums, barrels, tanks, and other containers so thoroughly cleaned that no substances remain that could explode, ignite, or produce toxic vapors?
- Is it required that eye protection helmets, hand shields and goggles meet appropriate standards?
- Are employees exposed to the hazards created by welding, cutting, or bracing operations protected with personal protective equipment and clothing?
- Is a check made for adequate ventilation in and where welding or cutting is performed?
- When working in confined places are environmental monitoring tests taken and means provided for quick removal of welders in case of an emergency?

COMPRESSORS & COMPRESSED AIR

- Are compressors equipped with pressure relief valves, and pressure gauges?
- Are compressor air intakes installed and equipped to ensure that only clean uncontaminated air enters the compressor?
- Are air filters installed on the compressor intake?
- Are compressors operated and lubricated in accordance with the manufacturer's recommendations?
- Are safety devices on compressed air systems checked frequently?
- Before any repair work is done on the pressure system of a compressor, is the pressure bled off and the system locked-out?
- Are signs posted to warn of the automatic starting feature of the compressors?

- Is the belt drive system totally enclosed to provide protection for the front, back, top, and sides?
- Is it strictly prohibited to direct compressed air towards a person?
- Are employees prohibited from using highly compressed air for cleaning purposes?
- If compressed air is used for cleaning off clothing, is the pressure reduced to less than 10 psi?
- When using compressed air for cleaning, do employees use personal protective equipment?
- Are safety chains or other suitable locking devices used at couplings of high-pressure hose lines where a connection failure would create a hazard?
- Before compressed air is used to empty containers of liquid, is the safe working pressure of the container checked?
- When compressed air is used with abrasive blast cleaning equipment, is the operating valve a type that must be held open manually?
- When compressed air is used to inflate auto tires, is a clip-on chuck and an inline regulator preset to 40 psi required?
- Is it prohibited to use compressed air to clean up or move combustible dust if such action could cause the dust to be suspended in the air and cause a fire or explosion hazard?

COMPRESSED AIR RECEIVERS

- Is every receiver equipped with a pressure gauge and with one or more automatic, spring-loaded safety valves?
- Is the total relieving capacity of the safety valve capable of preventing pressure in the receiver from exceeding the maximum allowable working pressure of the receiver by more than 10 percent?
- Is every air receiver provided with a drainpipe and valve at the lowest point for the removal of accumulated oil and water?
- Are compressed air receivers periodically drained of moisture and oil?
- Are all safety valves tested frequently and at regular intervals to determine whether they are in good operating condition?
- Is there a current operating permit issued by the Division of Occupational Safety and Health?
- Is the inlet of air receivers and piping systems kept free of accumulated oil and carbonaceous materials?

COMPRESSED GAS & CYLINDERS

- Are cylinders with a water weight capacity over 30 pounds equipped with means for connecting a valve protector device, or with a collar or recess to protect the valve?
- Are cylinders legibly marked to clearly identify the gas contained?
- Are compressed gas cylinders stored in areas which are protected from external heat sources such as flame impingement, intense radiant heat, electric arcs, or high temperature lines?
- Are cylinders located or stored in areas where they will not be damaged by passing or falling objects, or subject to tampering by unauthorized persons?
- Are cylinders stored or transported in a manner to prevent them creating a hazard by tipping, falling or rolling?

- Are cylinders containing liquefied fuel gas, stored or transported in a position so that the safety relief device is always in direct contact with the vapor space in the cylinder?
- Are valve protectors always placed on cylinders when the cylinders are not in use or connected for use?
- Are all valves closed off before a cylinder is moved, when the cylinder is empty, and at the completion of each job?
- Are low pressure fuel-gas cylinders checked periodically for corrosion, general distortion, cracks, or any other defect that might indicate a weakness or render it unfit for service?
- Does the periodic check of low-pressure fuel-gas cylinders include a close inspection of the cylinders' bottom?

HOIST & AUXILIARY EQUIPMENT

- Is each overhead electric hoist equipped with a limit device to stop the hook travel at its highest and lowest point of safe travel?
- Will each hoist automatically stop and hold any load up to 125 percent of its rated load, if its actuating force is removed?
- Is the rated load of each hoist legibly marked and visible to the operator?
- Are stops provided at the safe limits of travel for trolley hoist?
- Are the controls of hoists plainly marked to indicate the direction of travel or motion?
- Is each cage-controlled hoist equipped with an effective warning device?
- Are close-fitting guards or other suitable devices installed on hoist to assure hoist ropes will be maintained in the sheave grooves?
- Are all hoist chains or ropes of sufficient length to handle the full range of movement for the application while still maintaining two full wraps on the drum at all times?
- Are nip points or contact points between hoist ropes and sheaves which are permanently located within 7 feet of the floor, ground or working platform, guarded?
- Is it prohibited to use chains or rope slings that are kinked or twisted?
- Is it prohibited to use the hoist rope or chain wrapped around the load as a substitute, for a sling?
- Is the operator instructed to avoid carrying loads over people?
- Are only employees who have been trained in the proper use of hoists allowed to operate them?

INDUSTRIAL TRUCKS - FORKLIFTS

- Are only trained personnel allowed to operate industrial trucks?
- Is substantial overhead protective equipment provided on high lift rider equipment?
- Are the required lift truck operating rules posted and enforced?
- Is directional lighting provided on each industrial truck that operates in an area with less than 2-foot candles per square foot of general lighting?
- Does each industrial truck have a warning horn, whistle, gong or other device which can be clearly heard above the normal noise in

the areas where operated?

- Are the brakes on each industrial truck capable of bringing the vehicle to a complete and safe stop when fully loaded?
- Will the industrial truck's parking brake effectively prevent the vehicle from moving when unattended?
- Are industrial trucks operating in areas where flammable gases or vapors, or combustible dust or ignitable fibers may be present in the atmosphere, approved for such locations?
- Are motorized hand and hand/rider trucks so designed that the brakes are applied, and power to the drive motor shuts off when the operator releases his/her grip on the device that controls the travel?
- Are industrial trucks with internal combustion engine operated in buildings or enclosed areas, carefully checked to ensure such operations do not cause harmful concentration of dangerous gases or fumes?

SPRAYING OPERATIONS

- Is adequate ventilation assured before spray operations are started?
- Is mechanical ventilation provided when spraying operation is done in enclosed areas?
- When mechanical ventilation is provided during spraying operations, is it so arranged that it will not circulate the contaminated air?
- Is the spray area free of hot surfaces?
- Is the spray area at least 20 feet from flames, sparks, operating electrical motors and other ignition sources?
- Are portable lamps used to illuminate spray area suitable for use in a hazardous location?
- Is approved respiratory equipment provided and used when appropriate during spraying operations?
- Do solvents used for cleaning have a flash point of 100°W F or more?
- Are fire control sprinkler heads kept clean?
- Are "NO SMOKING" signs posted in spray areas, paint rooms, paint booths, and paint storage areas?
- Is the spray area kept clean of combustible residue?
- Are spray booths constructed of metal, masonry, or other substantial noncombustible material?
- Are spray booth floors and baffles noncombustible and easily cleaned?
- Is infrared drying apparatus kept out of the spray area during spraying operations?
- Is the spray booth completely ventilated before using the drying apparatus?
- Is the electric drying apparatus properly grounded?
- Are lighting fixtures for spray booths located outside of the booth and the interior lighted through sealed clear panels?
- Are the electric motors for exhaust fans placed outside booths or ducts?

- Are belts and pulleys inside the booth fully enclosed?
- Do ducts have access doors to allow cleaning?
- Do all drying spaces have adequate ventilation?

ENTERING CONFINED SPACES

- Are confined spaces thoroughly emptied of any corrosive or hazardous substances, such as acids or caustics, before entry?
- Before entry, are all lines to a confined space, containing inert, toxic, flammable, or corrosive materials valved off and blanked or disconnected and separated?
- Is it required that all impellers, agitators, or other moving equipment inside confined spaces be locked-out if they present a hazard?
- Is either natural or mechanical ventilation provided prior to confined space entry?
- Before entry, are appropriate atmospheric tests performed to check for oxygen deficiency, toxic substance and explosive concentrations in the confined space before entry?
- Is adequate illumination provided for the work to be performed in the confined space?
- Is the atmosphere inside the confined space frequently tested or continuously monitor during conduct of work?
- Is there an assigned safety standby employee outside of the confined space, whose sole responsibility is to watch the work in progress, sound an alarm if necessary, and render assistance?
- Is the standby employee or other employees prohibited from entering the confined space without lifelines and respiratory equipment if there is any questions as to the cause of an emergency?
- In addition to the standby employee, is there at least one other trained rescuer in the vicinity?
- Are all rescuers appropriately trained and using approved, recently inspected equipment?
- Does all rescue equipment allow for lifting employees vertically from a top opening?
- Are there trained personnel in First Aid and CPR immediately available?
- Is there an effective communication system in place whenever respiratory equipment is used and the employee in the confined space is out of sight of the standby person?
- Is approved respiratory equipment required if the atmosphere inside the confined space cannot be made acceptable?
- Is all portable electrical equipment used inside confined spaces either grounded and insulated, or equipped with ground fault protection?
- Before gas welding or burning is started in a confined space, are hoses checked for leaks, compressed gas bottles forbidden inside of the confined space, torches lighted only outside of the confined area and the confined area tested for an explosive atmosphere each time before a lighted torch is to be taken into the confined space?
- If employees will be using oxygen-consuming equipment such as salamanders, torches, furnaces, in a confined space, is sufficient air provided to assure combustion without reducing the oxygen

concentration of the atmosphere below 19.5 percent by volume?

- Whenever combustion-type equipment is used in confined space, are provisions made to ensure the exhaust gases are vented outside of the enclosure?
- Is each confined space checked for decaying vegetation or animal matter, which may produce methane?
- Is the confined space checked for possible industrial waste, which could contain toxic properties?
- If the confined space is below the ground and near areas where motor vehicles will be operating, is it possible for vehicle exhaust or carbon monoxide to enter the space?

ENVIRONMENTAL CONTROLS

- Are all work areas properly illuminated?
- Are employees instructed in proper first aid and other emergency procedures?
- Are hazardous substances identified which may cause harm by inhalation, ingestion, skin absorption or contact?
- Are employees aware of the hazards involved with the various chemicals they may be exposed to in their work environment, such as ammonia, chlorine, epoxies, and caustics?
- Is employee exposure to chemicals in the workplace kept within acceptable levels?
- Can a less harmful method or product be used?
- Is the work area's ventilation system appropriate for the work being performed?
- Are spray painting operations done in spray rooms or booths equipped with an appropriate exhaust system?
- Is employee exposure to welding fumes controlled by ventilation, use of respirators, exposure time, or other means?
- Are welders and other workers nearby provided with flash shields during welding operations?
- If forklifts and other vehicles are used in buildings or other enclosed areas, are the carbon monoxide levels kept below maximum acceptable concentration?
- Has there been a determination that noise levels in the facilities are within acceptable levels?
- Are steps being taken to use engineering controls to reduce excessive noise levels?
- Are proper precautions being taken when handling asbestos and other fibrous materials?
- Are caution labels and signs used to warn of asbestos?
- Are wet methods used, when practicable, to prevent the emission of airborne asbestos fibers, silica dust and similar hazardous materials?
- Is vacuuming with appropriate equipment used whenever possible rather than blowing or sweeping dust?
- Are grinders, saws, and other machines that produce respirable dusts vented to an industrial collector or central exhaust system?
- Are all local exhaust ventilation systems designed and operating properly such as airflow and volume necessary for the application? Are the ducts free of obstructions or the belts slipping?

- Is personal protective equipment provided, used and maintained wherever required?
- Are there written standard operating procedures for the selection and use of respirators where needed?
- Are restrooms and washrooms kept clean and sanitary?
- Is all water provided for drinking, washing, and cooking potable?
- Are all outlets for water not suitable for drinking clearly identified?
- Are employees' physical capacities assessed before being assigned to jobs requiring heavy work?
- Are employees instructed in the proper manner of lifting heavy objects?
- Where heat is a problem, have all fixed work areas been provided with spot cooling or air conditioning?
- Are employees screened before assignment to areas of high heat to determine if their health condition might make them more susceptible to having an adverse reaction?
- Are employees working on streets and roadways where they are exposed to the hazards of traffic, required to wear bright colored (traffic orange) warning vest?
- Are exhaust stacks and air intakes located so that contaminated air will not be recirculated within a building or other enclosed area?
- Is equipment producing ultra-violet radiation properly shielded?

FLAMMABLE & COMBUSTIBLE MATERIALS

- Are combustible scrap, debris and waste materials (i.e., oily rags) stored in covered metal receptacles and removed from the worksite promptly?
- Is proper storage practiced to minimize the risk of fire including spontaneous combustion?
- Are approved containers and tanks used for the storage and handling of flammable and combustible liquids?
- Are all connections on drums and combustible liquid piping, vapor and liquid tight?
- Are all flammable liquids kept in closed containers when not in use (e.g., parts cleaning tanks, pans)?
- Are bulk drums of flammable liquids grounded and bonded to containers during dispensing?
- Do storage rooms for flammable and combustible liquids have explosion-proof lights?
- Do storage rooms for flammable and combustible liquids have mechanical or gravity ventilation?
- Is liquefied petroleum gas stored, handled, and used in accordance with safe practices and standards?
- Are liquefied petroleum storage tanks guarded to prevent damage from vehicles?
- Are all solvent wastes and flammable liquids kept in fire-resistant covered containers until they are removed from the worksite?
- Is vacuuming used whenever possible rather than blowing or sweeping combustible dust?

- Are fire separators placed between containers of combustibles or flammables, when stacked one upon another, to assure their support and stability?
- Are fuel gas cylinders and oxygen cylinders separated by distance, fire resistant barriers or other means while in storage?
- Are fire extinguishers selected and provided for the types of materials in areas where they are to be used?
Class A: Ordinary combustible material fires. Class B: Flammable liquid, gas or grease fires. Class C: Energized-electrical equipment fires.
- If a Halon 1301 fire extinguisher is used, can employees evacuate within the specified time for that extinguisher?
- Are appropriate fire extinguishers mounted within 75 feet of outside areas containing flammable liquids, and within 10 feet of any inside storage area for such materials?
- Is the transfer/withdrawal of flammable or combustible liquids performed by trained personnel?
- Are fire extinguishers mounted so that employees do not have to travel more than 75 feet for a class "A" fire or 50 feet for a class "B" fire?
- Are employees trained in the use of fire extinguishers?
- Are extinguishers free from obstructions or blockage?
- Are all extinguishers serviced, maintained and tagged at intervals not to exceed one year?
- Are all extinguishers fully charged and in their designated places?
- Is a record maintained of required monthly checks of extinguishers?
- Where sprinkler systems are permanently installed, are the nozzle heads directed or arranged so that water will not be sprayed into operating electrical switchboards and equipment?
- Are "NO SMOKING" signs posted where appropriate in areas where flammable or combustible materials are used or stored?
- Are "NO SMOKING" signs posted on liquefied petroleum gas tanks?
- Are "NO SMOKING" rules enforced in areas involving storage and use of flammable materials?
- Are safety cans used for dispensing flammable or combustible liquids at a point of use?
- Are all spills of flammable or combustible liquids cleaned up promptly?
- Are storage tanks adequately vented to prevent the development of excessive vacuum or pressure as a result of filling, emptying, or atmosphere temperature changes?
- Are storage tanks equipped with emergency venting that will relieve excessive internal pressure caused by fire exposure?
- Are spare portable or butane tanks, which are used by industrial trucks stored in accord with regulations?
- Have you established practices and procedures to control potential fire hazards and ignition sources?
- Are employees aware of the fire hazards of the material and processes to which they are exposed?
- Is your local fire department well acquainted with your facilities, location and specific hazards?
- If you have a fire alarm system, is it tested at least annually?
- If you have a fire alarm system, is it certified as required?
- If you have interior standpipes and valves, are they inspected regularly?
- If you have outside private fire hydrants, are they flushed at least once a year and on a routine preventive maintenance schedule?
- Are fire doors and shutters in good operating condition?
- Are fire doors and shutters unobstructed and protected against obstructions, including their counterweights?
- Are fire door and shutter fusible links in place?
- Are automatic sprinkler system water control valves, air and water pressures checked weekly/periodically as required?
- Is maintenance of automatic sprinkler system assigned to responsible persons or to a sprinkler contractor?
- Are sprinkler heads protected by metal guards, when exposed to physical damage?
- Is proper clearance maintained below sprinkler heads?
- Are portable fire extinguishers provided in adequate number and type?
- Are fire extinguishers mounted in readily accessible locations?
- Are fire extinguishers recharged regularly and noted on the inspection tag?
- Are employees periodically instructed in the use of extinguishers and fire protection procedures?

FIRE PROTECTION

- Do you have a fire prevention plan?
- Does your plan describe the type of fire protection equipment and/or systems?

HAZARDOUS CHEMICAL EXPOSURES

- Are employees trained in the safe handling practices of hazardous chemicals such as acids, caustics, and the like?
- Are employees aware of the potential hazards involving various chemicals stored or used in the workplace--such as acids, bases, caustics, epoxies, and phenols?
- Is employee exposure to chemicals kept within acceptable levels?
- Are eye wash fountains and safety showers provided in areas where corrosive chemicals are handled?
- Are all containers, such as vats and storage tanks labeled as to their contents--e.g., "CAUSTICS"?
- Are all employees required to use personal protective clothing and equipment when handling chemicals (i.e., gloves, eye protection, and respirators)?
- Are flammable or toxic chemicals kept in closed containers when not in use?

- Are chemical piping systems clearly marked as to their content?
- Where corrosive liquids are frequently handled in open containers or drawn from storage vessels or pipelines, is adequate means readily available for neutralizing or disposing of spills or overflows properly and safely?
- Have standard operating procedures been established and are they being followed when cleaning up chemical spills?
- Where needed for emergency use, are respirators stored in a convenient, clean and sanitary location?
- Are respirators intended for emergency use adequate for the various uses for which they may be needed?
- Are employees prohibited from eating in areas where hazardous chemicals are present?
- Is personal protective equipment provided, used and maintained whenever necessary?
- Are there written standard operating procedures for the selection and use of respirators where needed?
- If you have a respirator protection program, are your employees instructed on the correct usage and limitations of the respirators?
- Are the respirators NIOSH approved for this particular application?
- Are they regularly inspected and cleaned, sanitized and maintained?
- If hazardous substances are used in your processes, do you have a medical or biological monitoring system in operation?
- Are you familiar with the Threshold Limit Values or Permissible Exposure Limits of airborne contaminants and physical agents used in your workplace?
- Have control procedures been instituted for hazardous materials, where appropriate, such as respirators, ventilation systems, handling practices, and the like?
- Whenever possible, are hazardous substances handled in properly designed and exhausted booths or similar locations?
- Do you use general dilution or local exhaust ventilation systems to control dusts, vapors, gases, fumes, smoke, solvents or mists which may be generated in your workplace?
- Is ventilation equipment provided for removal of contaminants from such operations as production grinding, buffing, spray painting, and/or vapor decreasing, and is it operating properly?
- Do employees complain about dizziness, headaches, nausea, irritation, or other factors of discomfort when they use solvents or other chemicals?
- Is there a dermatitis problem--do employees complain about skin dryness, irritation, or sensitization?
- Have you considered the use of an industrial hygienist or environmental health specialist to evaluate your operation?
- If internal combustion engines are used, is carbon monoxide kept within acceptable levels?
- Is vacuuming used, rather than blowing or sweeping dusts whenever possible for clean up?
- Are materials, which give off toxic, asphyxiant, suffocating or anesthetic fumes, stored in remote or isolated locations when not in use?

HAZARDOUS SUBSTANCES COMMUNICATION

- Is there a list of hazardous substances used in your workplace?
- Is there a written hazard communication program dealing with Safety Data Sheets (SDS) labeling, and employee training?
- Who is responsible for SDSs, container labeling, employee training?
- Is each container for a hazardous substance (i.e., vats, bottles, storage tanks,) labeled with product identity and a hazard warning (communication of the specific health hazards and physical hazards)?
- Is there a Safety Data Sheet readily available for each hazardous substance used?
- How will you inform other employers whose employees share the same work area where the hazardous substances are used?
- Is there an employee training program for hazardous substances?
- Does this program include:
 - An explanation of what an SDS is and how to use and obtain one?
 - SDS contents for each hazardous substance or class of substances?
 - Explanation of "Right to Know"?
 - Identification of where employees can see the employer's written hazard communication program and where hazardous substances are present in their work area?
 - The physical and health hazards of substances in the work area, how to detect their presence, and specific protective measures to be used?
 - Details of the hazard communication program, including how to use the labeling system and SDSs?
 - How employees will be informed of hazards of non-routine tasks, and hazards of unlabeled pipes?

ELECTRICAL

- Are your workplace electricians familiar with the Cal/OSHA Electrical Safety Orders?
- Do you specify compliance with Cal/OSHA for all contract electrical work?
- Are all employees required to report as soon as practicable any obvious hazard to life or property observed in connection with electrical equipment or lines?
- Are employees instructed to make preliminary inspections and/or appropriate tests to determine what conditions exist before starting work on electrical equipment or lines?
- When electrical equipment or lines are to be serviced, maintained or adjusted, are necessary switches opened, locked-out and tagged whenever possible?
- Are portable electrical tools and equipment grounded or of the double insulated type?
- Are electrical appliances such as vacuum cleaners, polishers, vending machines grounded?
- Do extension cords being used have a grounding conductor?
- Are multiple plug adapters prohibited?

- Are ground-fault circuit interrupters installed on each temporary 15 or 20 amperes, 120-volt AC circuit at locations where construction, demolition, modifications, alterations or excavations are being performed?
- Are all temporary circuits protected by suitable disconnecting switches or plug connectors at the junction with permanent wiring?
- Is exposed wiring and cords with frayed or deteriorated insulation repaired or replaced promptly?
- Are flexible cords and cables free of splices or taps?
- Are clamps or other securing means provided on flexible cords or cables at plugs, receptacles, tools, and equipment and is the cord jacket securely held in place?
- Are all cord, cable and raceway connections intact and secure?
- In wet or damp locations, are electrical tools and equipment appropriate for the use or location or otherwise protected?
- Is the location of electrical power lines and cables (overhead, underground, underfloor, other side of walls) determined before digging, drilling or similar work is begun?
- Are metal measuring tapes, ropes, handlines or similar devices with metallic thread woven into the fabric prohibited where they could come in contact with energized parts of equipment or circuit conductors?
- Is the use of metal ladders prohibited in area where the ladder or the person using the ladder could come in contact with energized parts of equipment, fixtures or circuit conductors?
- Are all disconnecting switches and circuit breakers labeled to indicate their use or equipment served?
- Are disconnecting means always opened before fuses are replaced?
- Do all interior wiring systems include provisions for grounding metal parts of electrical raceways, equipment and enclosures?
- Are all electrical raceways and enclosures securely fastened in place?
- Are all energized parts of electrical circuits and equipment guarded against accidental contact by approved cabinets or enclosures?
- Is sufficient access and working space provided and maintained about all electrical equipment to permit ready and safe operations and maintenance?
- Are all unused openings (including conduit knockouts) in electrical enclosures and fittings closed with appropriate covers, plugs or plates?
- Are electrical enclosures such as switches, receptacles, junction boxes, etc., provided with tight-fitting covers or plates?
- Are disconnecting switches for electrical motors in excess of two horsepower, capable of opening the circuit when the motor is in a stalled condition, without exploding? (Switches must be horsepower rated equal to or in excess of the motor hp rating).
- Is low voltage protection provided in the control device of motors driving machines or equipment, which could cause probably injury from inadvertent starting?
- Is each motor disconnecting switch or circuit breaker located within sight of the motor control device?
- Is each motor located within sight of its controller or the controller disconnecting means capable of being locked in the open position

or is a separate disconnecting means installed in the circuit within sight of the motor?

- Is the controller for each motor in excess of two horsepower, rated in horsepower equal to or in excess of the rating of the motor it serves?
- Are employees who regularly work on or around energized electrical equipment or lines instructed in the cardiopulmonary resuscitation (CPR) methods?
- Are employees prohibited from working alone on energized lines or equipment over 600 volts?

NOISE

- Are there areas in the workplace where continuous noise levels exceed 85 dBA? (To determine maximum allowable levels for intermittent or impact noise, see Title 8, Section 5097.)
- Are noise levels being measured using a sound level meter or an octave band analyzer and records being kept?
- Have you tried isolating noisy machinery from the rest of your operation?
- Have engineering controls been used to reduce excessive noise levels?
- Where engineering controls are determined not feasible, are administrative controls (i.e., worker rotation) being used to minimize individual employee exposure to noise?
- Is there an ongoing preventive health program to educate employees in safe levels of noise and exposure, effects of noise on their health, and use of personal protection?
- Is the training repeated annually for employees exposed to continuous noise above 85 dBA?
- Have work areas where noise levels make voice communication between employees difficult been identified and posted?
- Is approved hearing protective equipment (noise attenuating devices) available to every employee working in areas where continuous noise levels exceed 85 dBA?
- If you use ear protectors, are employees properly fitted and instructed in their use and care?
- Are employees exposed to continuous noise above 85 dBA given periodic audiometric testing to ensure that you have an effective hearing protection system?

FUELING

- Is it prohibited to fuel an internal combustion engine with a flammable liquid while the engine is running?
- Are fueling operations done in such a manner that likelihood of spillage will be minimal?
- When spillage occurs during fueling operations, is the spilled fuel cleaned up completely, evaporated, or other measures taken to control vapors before restarting the engine?
- Are fuel tank caps replaced and secured before starting the engine?
- In fueling operations is there always metal contact between the container and fuel tank?
- Are fueling hoses of a type designed to handle the specific type of

fuel?

- Is it prohibited to handle or transfer gasoline in open containers?
- Are open lights, open flames, or sparking or arcing equipment prohibited near fueling or transfer of fuel operations?
- Is smoking prohibited in the vicinity of fueling operations?
- Are fueling operations prohibited in building or other enclosed areas that are not specifically ventilated for this purpose?
- Where fueling or transfer of fuel is done through a gravity flow system, are the nozzles of the self-closing type?

IDENTIFICATION OF PIPING SYSTEMS

- When nonpotable water is piped through a facility, are outlets or taps posted to alert employees that it is unsafe and not to be used for drinking, washing or other personal use?
- When hazardous substances are transported through above ground piping, is each pipeline identified at points where confusion could introduce hazards to employees?
- When pipelines are identified by color painting, are all visible parts of the line so identified?
- When pipelines are identified by color painted bands or tapes, are the bands or tapes located at reasonable intervals and at each outlet, valve or connection?
- When pipelines are identified by color, is the color code posted at all locations where confusion could introduce hazards to employees?
- When the contents of pipelines are identified by name or name abbreviation, is the information readily visible on the pipe near each valve or outlet?
- When pipelines carrying hazardous substances are identified by tags, are the tags constructed of durable materials, the message carried clearly and permanently distinguishable and are tags installed at each valve or outlet?
- When pipelines are heated by electricity, steam or other external source, are suitable warning signs or tags placed at unions, valves, or other serviceable parts of the system?

MATERIAL HANDLING

- Is there safe clearance for equipment through aisles and doorways?
- Are aisles designated, permanently marked, and kept clear to allow unhindered passage?
- Are motorized vehicles and mechanized equipment inspected daily or prior to use?
- Are vehicles shut off and brakes set prior to loading or unloading?
- Are containers or combustibles or flammables, when stacked while being moved, always separated by dunnage sufficient to provide stability?
- Are dock boards (bridge plates) used when loading or unloading operations are taking place between vehicles and docks?
- Are trucks and trailers secured from movement during loading and unloading operations?

- Are dock plates and loading ramps constructed and maintained with sufficient strength to support imposed loading?
- Are hand trucks maintained in safe operating condition?
- Are chutes equipped with sideboards of sufficient height to prevent the materials being handled from falling off?
- Are chutes and gravity roller sections firmly placed or secured to prevent displacement?
- At the delivery end of rollers or chutes, are provisions made to brake the movement of the handled materials.
- Are pallets usually inspected before being loaded or moved?
- Are hooks with safety latches or other arrangements used when hoisting materials so that slings or load attachments won't accidentally slip off the hoist hooks?
- Are securing chains, ropes, chockers or slings adequate for the job to be performed?
- When hoisting material or equipment, are provisions made to assure no one will be passing under the suspended loads?
- Are Safety Data Sheets available to employees handling hazardous substances?

TRANSPORTING EMPLOYEES & MATERIALS

- Do employees who operate vehicles on public thoroughfares have valid operator's licenses?
- When seven or more employees are regularly transported in a van, bus or truck, is the operator's license appropriate for the class of vehicle being driven?
- Is each van, bus or truck used regularly to transport employees, equipped with an adequate number of seats?
- When employees are transported by truck, are provision provided to prevent their falling from the vehicle?
- Are vehicles used to transport employees, equipped with lamps, brakes, horns, mirrors, windshields and turn signals in good repair?
- Are transport vehicles provided with handrails, steps, stirrups or similar devices, so placed and arranged that employees can safely mount or dismount?
- Are employee transport vehicles equipped at all times with at least two reflective type flares?
- Is a full charged fire extinguisher, in good condition, with at least 4 B:C rating maintained in each employee transport vehicle?
- When cutting tools with sharp edges are carried in passenger compartments of employee transport vehicles, are they placed in closed boxes or containers which are secured in place?
- Are employees prohibited from riding on top of any load, which can shift, topple, or otherwise become unstable?

CONTROL OF HARMFUL SUBSTANCES BY VENTILATION

- Is the volume and velocity of air in each exhaust system sufficient to gather the dusts, fumes, mists, vapors or gases to be controlled, and to convey them to a suitable point of disposal?

- Are exhaust inlets, ducts and plenums designed, constructed, and supported to prevent collapse or failure of any part of the system?
- Are clean-out ports or doors provided at intervals not to exceed 12 feet in all horizontal runs of exhaust ducts?
- Where two or more different type of operations are being controlled through the same exhaust system, will the combination of substances being controlled, constitute a fire, explosion or chemical reaction hazard in the duct?
- Is adequate makeup air provided to areas where exhaust systems are operating?
- Is the intake for makeup air located so that only clean, fresh air, which is free of contaminants, will enter the work environment?
- Where two or more ventilation systems are serving a work area, is their operation such that one will not offset the functions of the other?

SANITIZING EQUIPMENT & CLOTHING

- Is personal protective clothing or equipment, that employees are required to wear or use, of a type capable of being easily cleaned and disinfected?
- Are employees prohibited from interchanging personal protective clothing or equipment, unless it has been properly cleaned?
- Are machines and equipment, which processes, handle or apply materials that could be injurious to employees, cleaned and/or decontaminated before being overhauled or placed in storage?
- Are employees prohibited from smoking or eating in any area where contaminants are present that could be injurious if ingested?
- When employees are required to change from street clothing into protective clothing, is a clean changeroom with separate storage facility for street and protective clothing provided?
- Are employees required to shower and wash their hair as soon as possible after a known contact has occurred with a carcinogen?
- When equipment, materials, or other items are taken into or removed from a carcinogen regulated area, is it done in a manner that will not contaminate non-regulated areas or the external environment?

TIRE INFLATION

- Where tires are mounted and/or inflated on drop center wheels is a safe practice procedure posted and enforced?
- Where tires are mounted and/or inflated on wheels with split rims and/or retainer rings is a safe practice procedure posted and enforced?
- Does each tire inflation hose have a clip-on chuck with at least 24 inches of hose between the chuck and an in-line hand valve and gauge?
- Does the tire inflation control valve automatically shut off the airflow when the valve is released?
- Is a tire restraining device such as a cage, rack or other effective means used while inflating tires mounted on split rims, or rims using retainer rings?
- Are employees strictly forbidden from taking a position directly over or in front of a tire while it's being inflated?

EMERGENCY ACTION PLAN

- Are you required to have an emergency action plan?
- Does the emergency action plan comply with requirements of T8CCR 3220(a)?
- Have emergency escape procedures and routes been developed and communicated to all employees?
- Do employees, who remain to operate critical plant operations before they evacuate, know the proper procedures?
- Is the employee alarm system that provides a warning for emergency action recognizable and perceptible above ambient conditions?
- Are alarm systems properly maintained and tested regularly?
- Is the emergency action plan reviewed and revised periodically?
- Do employees know their responsibilities:
 - For reporting emergencies?
 - During an emergency?
 - For conducting rescue and medical duties?

INFECTION CONTROL

- Are employees potentially exposed to infectious agents in body fluids?
- Have occasions of potential occupational exposure been identified and documented?
- Has a training and information program been provided for employees exposed to or potentially exposed to blood and/or body fluids?
- Have infection control procedures been instituted where appropriate, such as ventilation, universal precautions, workplace practices, and personal protective equipment?
- Are employees aware of specific workplace practices to follow when appropriate? (Hand washing, handling sharp instruments, handling of laundry, disposal of contaminated materials, reusable equipment.)
- Is personal protective equipment provided to employees, and in all appropriate locations?
- Is the necessary equipment (i.e., mouthpieces, resuscitation bags, and other ventilation devices) provided for administering mouth-to-mouth resuscitation on potentially infected patients?
- Are facilities/equipment to comply with workplace practices available, such as hand-washing sinks, biohazard tags and labels, needle containers, detergents/disinfectants to clean up spills?
- Are all equipment and environmental and working surfaces cleaned and disinfected after contact with blood or potentially infectious materials?
- Is infectious waste placed in closable, leak proof containers, bags or puncture-resistant holders with proper labels?
- Has medical surveillance including HBV evaluation, antibody testing and vaccination been made available to potentially exposed employees?
- Training on universal precautions?
- Training on personal protective equipment?

- Training on workplace practices, which should include blood drawing, room cleaning, laundry handling, cleanup of blood spills?
- Training on needlestick exposure/management?
- Hepatitis B vaccinations?
- Does each crane have a certificate indicating that required testing and examinations have been performed?
- Are crane inspection and maintenance records maintained and available for inspection?

ERGONOMICS

- Can the work be performed without eyestrain or glare to the employees?
- Does the task require prolonged raising of the arms?
- Do the neck and shoulders have to be stooped to view the task?
- Are there pressure points on any parts of the body (wrists, forearms, back of thighs)?
- Can the work be done using the larger muscles of the body?
- Can the work be done without twisting or overly bending the lower back?
- Are there sufficient rest breaks, in addition to the regular rest breaks, to relieve stress from repetitive-motion tasks?
- Are tools, instruments and machinery shaped, positioned and handled so that tasks can be performed comfortably?
- Are all pieces of furniture adjusted, positioned and arranged to minimize strain on all parts of the body?

VENTILATION FOR INDOOR AIR QUALITY

- Does your HVAC system provide at least the quantity of outdoor air required by the State Building Standards Code, Title 24, Part 2 at the time the building was constructed?
- Is the HVAC system inspected at least annually, and problems corrected?
- Are inspection records retained for at least 5 years?

CRANE CHECKLIST

- Are the cranes visually inspected for defective components?
- prior to the beginning of any work shift?
- Are all electrically operated cranes effectively grounded?
- Is a crane preventive maintenance program established?
- Is the load chart clearly visible to the operator?
- Are operating controls clearly identified?
- Is a fire extinguisher provided at the operator's station?
- Is the rated capacity visibly marked on each crane?
- Is an audible warning device mounted on each crane?
- Is sufficient illumination provided for the operator to perform the work safely?
- Are cranes of such design, that the boom could fall over backward, equipped with boomstops?

Panoche Water District ACCIDENT/EXPOSURE INVESTIGATION REPORT

**For more space, use separate blank sheet*

Date & Time of Accident: _____

Date Reported to Supervisor: _____

Location of Accident/Incident: _____

Employee(s) Involved: _____

Name:	Job Title:	Length of Employment:

Supervisor(s) Name: _____

Accident Description: [Enter details, including all events that led up to the incident]

Root Cause(s) (Check all that apply):

<input type="checkbox"/> Improper, defective or damaged tools or equipment <input type="checkbox"/> Equipment or tool failure <input type="checkbox"/> PPE failure <input type="checkbox"/> Hazardous product <input type="checkbox"/> Hazardous chemical <input type="checkbox"/> Improper apparel <input type="checkbox"/> Inadequate safeguards <input type="checkbox"/> Location hazards <input type="checkbox"/> Poor housekeeping <input type="checkbox"/> Poor storage practices <input type="checkbox"/> Toxic or hazardous gases/fume <input type="checkbox"/> Poor lighting <input type="checkbox"/> Poor weather conditions <input type="checkbox"/> Too hot <input type="checkbox"/> Too cold	<input type="checkbox"/> Bodily conditions (Health issues, tired, stressed) <input type="checkbox"/> Pressure to complete task(s) <input type="checkbox"/> Poor ergonomics <input type="checkbox"/> Lack of skill or knowledge <input type="checkbox"/> Adequate skill or knowledge, but failed to execute <input type="checkbox"/> Did not receive adequate training <input type="checkbox"/> Did not inspect tool or equipment prior to use <input type="checkbox"/> No written procedures <input type="checkbox"/> Lack of adequate supervision <input type="checkbox"/> Lack of training provided <input type="checkbox"/> Corrective action not taken <input type="checkbox"/> Safe work procedures not followed <input type="checkbox"/> Conditions changed to make the normal procedure unsafe <input type="checkbox"/> Appropriate tools not used or not available	<input type="checkbox"/> Other: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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Corrective Actions Taken: [Provide details, including potential solutions to the root causes]

Person Completing Report: _____ **Date:** _____

**Panoche Water District
ACCIDENT/EXPOSURE INVESTIGATION REPORT
Blank Sheet: 33T33T**

Accident Description: [Enter details, including all events that led up to the incident]

Root Cause(s) Other:

Corrective Actions Taken: [Provide details, including potential solutions to the root causes]



PANOCHÉ WATER DISTRICT

Heat Illness Prevention Program (HIP)

April 18, 2023

Panoche Water District	Heat Illness Prevention Program (HIP)	Date: 4/2023
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INTRODUCTION

California employers with any outdoor places of employment must comply with the Heat Illness Prevention standard, California Code of Regulations, title 8, section [3395](#) (8 CCR 3395). These procedures have been created to assist employers in establishing their own heat illness prevention procedures and to reduce the risk of work-related heat illnesses to their employees.

These procedures are not intended to supersede or replace the application of any other title 8 sections, particularly 8 CCR [3203](#), the Injury and Illness Prevention Program (IIPP), which requires the District to establish, implement, and effectively maintain. We developed and integrated this Heat Illness Prevention Program (HIP) into our IIPP.

Note: These procedures describe the minimum essential heat illness prevention steps applicable to most outdoor work settings. In the event where there is a higher risk for heat illness (e.g., during a heat wave or other severe working or environmental conditions), the District may exercise greater caution and additional protective measures beyond what is listed in this program to protect employees.

This Heat Illness Prevention Program is written in English and the language understood by the majority of the employees and is available to all employees. Should employees need this program and/or related trainings translated into another language they can understand, employees are to make the request immediately to their supervisor and/or the ECO.

Heat Illness Prevention Elements

The elements reflected within this Heat Illness Prevention guide are those contained in Title 8 of the California Code of Regulations, Section 3395 (T8 CCR 3395) and consist of the following:

- Provision of Water/Employee Encouragement
- Access to Shade
- Procedures for Acclimatization
- Procedures for Emergency Response
- Training

Regarding this program:

- The employer must evaluate each situation for environmental factors which would influence an employee's ability to prevent heat illness.
- The employer may eliminate procedures that are not relevant to the workplace or may leave them as a reference (without checking the box) for reference should a new need or heat illness prevention strategy be indicated by new or changing conditions.

All supervisors has (have) the authority and responsibility for implementing the provisions of this program at Panoche Water District and their work areas.

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The Provisions of Water/Employee Encouragement:

Water is a key preventive measure to minimize the risk of heat related illnesses.

Employees shall have access to potable drinking water meeting the requirements of Sections 1524, 3363, and 3457, as applicable. The frequent drinking of water shall be encouraged.

To ensure access to sufficient quantities of potable drinking water, the following steps will be taken:

- The District has plumbed fresh, pure, suitably cool water continuously supplied for the use of employees.
- Drinking water containers (5 to 10 gallons each) will be brought to the site so that at least two quarts per employee are available as needed.
- All employees, whether working individually or in smaller crews, will have access to drinking water.
- The supervisor is responsible for providing 1 quart (4 cups) per person/per hour of clean, suitably cool water to start the day and throughout the work shift. The supervisor will monitor and refill containers as needed.
- Monitoring will be at closer intervals as temperature/humidity increases.
- The water shall be located as close as practicable to the areas where employees are working and be provided free of charge.
- Cleaned disposable single use drinking cups will be provided for employee use, free of charge.
- If field terrain prevents the water from being placed within a reasonable distance from the employees, bottled water or personal water containers will be made available so that employees can have drinking water readily accessible.
- The District will provide field workers including, but not limited to, Equipment Operators and Maintenance Workers or other vehicle operators with a 2-5 gallon personal water container, which they will carry with them in or on their vehicle.
- If water supplies run low, containers will be replenished by supervisors and/or a designated employee, in a timely manner, so as to allow water to remain on site at all times in quantities as required by law for each employee.
- If employee's personal water container run low, he/she may replenish throughout the work shift.

Access to Shade

Access to rest and shade or other cooling measures are important preventive steps to minimize the risk of heat related illnesses.

Shade shall be present when the temperature exceeds 80 degrees Fahrenheit. When the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling. The amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other. The shade shall be located as close as practicable to the areas where employees are working. Subject to the same specifications, the amount of shade present during meal periods shall be at least enough to accommodate the number of employees on the meal period who remain onsite.

- Access to shade shall be available at all times, even when the temperature does not exceed 80 degrees (F). When outdoor temperature in the work area does not exceed 80 degrees (F), employers must provide timely access to shade upon an employee's request.
- The interior of a vehicle may not be used to provide shade unless the vehicle is air-conditioned and the air conditioner is on allowing the interior of the cab to be cooler than the outside temperature.
- Access to shade shall be of sufficient time to provide for recovery, i.e., no less than five minutes in addition to the time needed to access the shade. Employees who complain of heat-related illnesses shall be closely monitored during recovery periods to ensure their well-being.
- All employees are allowed and encouraged to take preventative cool-down rest in the shade. An employee who takes a preventative cool-down rest:
 - a. Shall be monitored and asked if symptoms of heat illness are being experienced.
 - b. Shall be encouraged to stay in the shade.
 - c. Will not return to work until any signs or symptoms of heat illness have abated, but in no event less than five minutes in addition to the time needed to access the shade.
- If heat related symptoms are observed while taking a preventative cool-down rest employee shall be provided appropriate first aid or emergency response.
- Supervisor will provide an adequate number of shade devices which may include: umbrellas, canopies, or other portable devices at the start of the shift and relocate them as needed to be as close to the crew as practicable within a target distance of 2 ½ minutes.
- During meal periods the shade provided shall be sufficient to accommodate the number of employees on the meal period who remain onsite.
- Tailgate meetings will be held each morning to remind employees of the availability of shade and the importance of cooling rest breaks. Records of this meeting are recommended.
- Note: If you use pop-up tents (or other portable shade measures) you need to keep people off of the ground with chairs, benches, sheets etc.

- To ensure that employees have access to a preventative recovery period, the following steps will be taken:
 - a. Supervisors shall be trained in heat illness prevention, first aid, and emergency response procedures before supervising persons to allow them to better assist potential heat illness victims.
 - b. Employees shall be trained in heat illness prevention, first aid, and emergency response procedures to allow them to better monitor fellow workers. (Buddy System)
 - c. Supervisors and co-workers will monitor all employees for heat related symptoms.
 - d. Encourage workers who have heat related symptoms to be evaluated by qualified medical personnel before returning to work.

- If heat related symptoms are observed, employees are encouraged to take a break in a designated rest location and to drink water. Employees who are taking heat-related breaks to ensure their well-being shall be monitored by First Aid/CPR trained person or other qualified person specifically trained to provide basic first aid (such as cooling towels, etc.)

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Procedures for Acclimatization:

Acclimatization is the temporary adaptation of the body to work in the heat that occurs gradually when a person is exposed to it. In more common terms, the body needs time to adapt when temperatures rise suddenly, and an employee risks heat illness by not taking it easy when a heat wave or heat spike strikes, or when starting a new job that exposes the employee to heat to which the employee's body hasn't yet adjusted.

Inadequate acclimatization can be significantly more perilous in conditions of high heat and physical stress. Employers are responsible for the working conditions of their employees, and they must implement additional protective measures when conditions result in sudden exposure to heat their employees are not accustomed to.

- The weather will be monitored daily. The supervisor will be on the lookout for heat waves, heat spikes, or temperatures to which employees haven't been exposed for several weeks or longer.
- During a heat wave or heat spike, the work day will be rescheduled (e.g., strenuous work tasks conducted during cooler hours), or if at all possible, cease for the day.
 - a. Work requiring chemical-protective clothing will be performed during cooler periods of the day. Chemical-protective clothing can substantially alter the heat-load a person's body is capable of shedding.
- New employees and those who have been newly assigned to a high heat area will be closely observed by the supervisor or designee for the first 14 days. The intensity of the work will be lessened during a two-week break-in period by using procedures such as scheduling slower-paced, less physically demanding work during the hot parts of the day and the heaviest work activities during the cooler parts of the day (early morning or evening). Steps taken to lessen the intensity of the workload for new employees will be documented.
- The supervisor or the designee will be extra vigilant with new employees and stay alert to the presence of heat-related symptoms.
- New employees will be assigned a "buddy," or experienced coworker, so they can watch each other closely for discomfort or symptoms of heat illness.
- During a heat wave, all employees will be observed closely (or maintain frequent communication via mobile phone) for possible symptoms of heat illness.
- Employees and supervisors will be trained on the importance of acclimatization, how it is developed, and how these District procedures address it.

Procedures for Emergency Response:

To ensure that emergency medical services are provided without delay, the following steps will be taken:

- To ensure effective communication with emergency services Supervisors and designated persons will carry cell phones. Checks will be made to ensure that these electronic devices are functional prior to each shift.
- During a heat wave, heat spike, or hot temperatures, employees will be reminded and encouraged to immediately report to their supervisor any signs or symptoms they are experiencing.
- If a supervisor or employee observes signs or symptoms of heat illness in any employee, the supervisor or designated person will take immediate action commensurate with the severity of the symptoms.
- If the signs or symptoms are indicators of severe heat illness, supervisor or designee will call 911.
- As soon as possible after the start of the shift/work period, the Supervisor will obtain/draw a site map of the field, including cross-streets and/or GPS coordinates.
- Employees exhibiting signs or symptoms of heat illness will be monitored and evaluated and shall not be left alone or sent home without being offered onsite first aid by a qualified employee and/or being provided with emergency medical services.
- If worksite is in an isolated or hard to find location and emergency medical response becomes necessary, the supervisor shall designate a lead person with vehicle to the nearest public road intersection in order to lead emergency responders to the site after calling 911. If it is impossible to lead emergency responders to the location, after consultation with emergency responders or other licensed medical personnel, a vehicle will be used to transport the victim to emergency response units.

Training

Training is important to help reduce the risk of heat related illness and to assist with obtaining emergency assistance promptly.

A. All employees will be trained in the following topics:

- All aspects of implementing an effective Heat Illness Prevention program, including providing sufficient water, providing access to shade, high-heat procedures, emergency response procedures, and acclimatization procedures contained in the District's written program, prior to working outside.
- The environmental and personal risk factors for heat illness.
- The District's procedures for complying with the requirements of this standard as well as the employees' right to exercise their rights under this standard without retaliation.
- The importance of frequent consumption of small quantities of water, one quart (4 cups) per hour, when the work environment is hot.
- The concept, importance, and methods of acclimatization.
- The different types of heat illness, the common signs and symptoms of heat illness, and appropriate first aid and/or emergency responses to the different types of heat illness, and in addition, that heat illness may progress quickly from mild symptoms and signs to serious and life-threatening illness.
- The importance of immediately reporting signs and symptoms of heat illness to the employee's supervisor and/or ECO, symptoms or signs of heat illness in themselves, or in co-workers.
- The District's procedures for responding to symptoms of possible heat illness, including how emergency medical services will be provided should they become necessary.
- The District's procedures for contacting emergency medical services, and if necessary, for transporting employees to a point where they can be reached by an emergency medical service provider.
- The District's procedures for ensuring that, in the event of an emergency, clear and precise direction to the worksite can and will be provided as needed to emergency responders.
- In addition to initial training, all employees will be retrained annually.

B. (2) Supervisor will be trained in the following topics:

- The information in section A.
- Heat Illness Prevention, Heat Illness First Aid, and Emergency Response.
- The procedures the supervisor is to follow to implement the applicable provisions of Title 8.
- The District's written procedures and the steps the supervisor will follow when employees exhibit symptoms consistent with heat illness, including emergency response procedures.
- The supervisor's responsibility to provide water, shade, cool-down rests, and access to first aid, as well as the employees' right to exercise their rights under this standard without

retaliation.

- How to monitor weather reports and how to respond to hot weather advisories.

C. To ensure all employees are trained and reduce the risk of heat related illness, the following steps will be taken:

- All employees will be trained before working and/or supervising other employees outside.
- Tailgate meetings will be held when there is a high temperature day to inform employees of heat illness safety precautions, including all information as provided in sections A and B.
- The District will evaluate the conditions of temperature, humidity and workload (including PPE) for heat illness training as necessary.
- Provide additional protective measures beyond what is listed in this program, as necessary during higher temperatures and heat waves to protect all employees.
- Training records will be maintained and will include the date of the training, who performed the training, who attended the training, and the subject(s) covered.

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Panoche Water District	Confined Spaces Program	Date: 4/2023
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PURPOSE

This Confined Spaces Program is to protect all employees from exposure to hazards while working in or near confined spaces. Panoche Water District has taken steps to ensure that all employees recognize and avoid entering a confined space without authorization through the permit process. The program follows the requirements of Title 8 California Code of Regulations, Sections 5156, 5157, and 5158.

SCOPE

This program applies to all employees responsible for planning, supervising, entering, or participating in a confined space entry or rescue.

RESPONSIBILITIES

A. Ethics and Compliance Officer

1. Overall responsibility for the administration and implementation of this program for the District.
2. Ensure the elements of this program are followed by employees and outside contractors.
3. Ensure employees are provided with the training and equipment necessary to safely enter confined spaces and comply with the requirements of this program.

B. Supervisors

1. Understand the hazards and assure that all necessary tests are made, safety equipment is on the job-site, and confined space entry procedures are followed.
2. Ensure that unauthorized personnel is prevented from entering a permit-required confined space.
3. Verify entry permit information.
4. Terminate entry and cancel permits as required.
5. Verify rescue service and communication is available.
6. Assure consistent transfer of responsibility.
7. Maintain and review all records and permits that apply to the program.

C. Attendants- Individuals who are stationed outside the permit spaces and monitors the entrants.

1. Understand the hazards and follow confined space procedures.
2. Be aware of the behavioral effects of hazards in entrants.

3. Continuously maintain accurate count and identities of entrants.
4. Remain outside the permit space until relieved by another attendant.
5. Communicate with entrants to monitor status and alert entrants of the need to evacuate.
6. Monitor activities inside/outside the permit space to determine if it is safe.
7. Summon rescue or other emergency services.
8. Deal with unauthorized persons.
9. Perform non-entry rescues as specified.
10. Perform no duties that might interfere with the primary duty to monitor and protect entrants.

D. Entrants – Individuals, trained and authorized by employer to work in a permit space.

1. Know the hazards and follow confined space entry procedures.
2. Properly use the equipment.
3. Communicate with the attendant.
4. Alert the attendant to problems.
5. Exit the permit space when necessary.

DEFINITIONS

Are found in Appendix A - Title 8, California Code of Regulations, Section 5156, 5157, and 5158, specifically, 5157(b).

PROGRAM REQUIREMENTS

A. Workplace Evaluation

1. All structures, substructures, and openings that meet the following confined space definition will be identified and posted as permit-required confined spaces:
 - a. Large enough for an employee to bodily enter and perform work
 - b. Has limited or restricted means of entry or exit
 - c. Is not designed for continuous employee occupancy.
2. A list of identified confined spaces is located in Appendix B.
3. Employees shall be notified that the above locations are confined spaces and alerted to the potential hazards in those spaces.

B. Training

1. Employees who enter a confined space or perform standby duties must receive training in the requirements and procedures of this program. No person will be allowed entry to a confined space unless the required training has been completed, certified, and documented.

2. Training will be provided on the effective use of all provided safety equipment.
3. Safe work practice training will be provided for duties the entrant is required to perform.
4. The training will establish employee proficiency in procedures and duties and will introduce new or revised procedures as necessary.
5. The District will maintain certification that the training has been accomplished and will include:
 - a. Employee name
 - b. Dates of training
 - c. Description of training procedures or training handbook
 - d. Signature or initials of the person(s) supervising the training.
6. Training will be provided for each employee:
 - a. Before the employee is first assigned duties related to confined space entry.
 - b. Before there is a change in the employee's assigned duties.
 - c. Whenever there is a change in the permit space operations that presents a serious hazard about which an employee has not been previously trained.
 - d. Whenever the District has reason to believe either that there are deviations from the permit space procedures required by established entry procedures, or that there are inadequacies in the employee's knowledge or use of the established entry procedures.

C. Procedures and Practices for Confined Space Entry

1. Before entry to any confined space, all affected employees will follow the procedures in Appendix C.
2. Failure to follow the established confined space entry procedures could result in serious injury or death. Deviation from the procedures will result in disciplinary action, up to and including termination

D. Contractors

When a host employer arranges to have employees of a contractor perform work that involves permit space entry, the **host employer** shall:

1. Inform the contractor the workplace contains permit spaces and entry shall be only allowed through compliance with a program meeting the requirements of Title 8, section 5157.
2. Apprise the contractor of the hazards identified and host experience with the space.

3. Apprise the contractor of any precautions or procedures the host has implemented for employees in or near the spaces the contractor will be working.
4. Coordinate entry operations with the host when both the host employees and contractor employees will be working in or near permit spaces.
5. Debrief the contractor at the conclusion of entry operations regarding any hazards confronted or created in the permit spaces.
6. Ensure proper risk transfer is in place.

The **contractor** shall:

1. Obtain any available information regarding permit space hazards and entry operations from the host employer.
2. Coordinate entry operations with the host employer when both host and contractor personnel will be working in or near permit spaces.
3. Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation.

E. Recordkeeping

1. The Pre-Entry Checklist and Confined Space Entry Permit must be kept at the site for the duration of the work.
2. The Pre-Entry Checklist and Confined Space Entry Permit must be maintained for at least one year and made accessible to employees and their representatives.

F. Program Review

The permits and checklists are to be reviewed within one (1) year after entry to revise the program as necessary to ensure employees participating in confined space entry operations are protected from permit space hazards.

Appendices

- A. California Code of Regulations, Confined Spaces**
- B. List of Identified Confined Spaces**
- C. Procedures and Practices for Confined Space Entry**
- D. Permit, Pre-entry Checklist**

Appendix A

California Code of Regulations Title 8, Article 108 Confined Spaces

The information below is provided free of charge by the Department of Industrial Relations from its web site at www.dir.ca.gov.

§5156. Scope, Application, and Definitions <https://www.dir.ca.gov/title8/5156.html>

§5157. Permit-Required Confined Spaces <https://www.dir.ca.gov/title8/5157.html>

§5158. Other Confined Space Operations <https://www.dir.ca.gov/title8/5158.html>

[Cal/OSHA Confined Space Guide for General Industry](#) – Question and Answer format and FAQ's

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Appendix C

Procedures and Practices for Confined Space Entry

- A. Pre-planning** - No work shall begin in any confined space before the operations to be undertaken are reviewed. The supervisor will review work assignments with employees and consider potential hazards, the scope of the work, materials required and introduced to the space, and equipment required including monitoring, rescue, and personal protective equipment. Certain conditions may require a Hot Work Permit.
- B. Pre-entry** - After pre-planning and prior to the start of any work, the entry permit will be completed by the site supervisor. No employee will enter a confined space until acceptable entry conditions are verified as listed on the permit. The atmosphere will be evaluated for and **in the following order**:
1. Oxygen content
 2. Flammable gases and vapors
 3. Potential toxic atmospheres

Note: Permits are in Appendix D

Atmospheric Testing Procedure - will include:

1. Use of a combination direct reading instrument capable of sensing oxygen content, flammable gases, and toxic environments.
2. A person trained in the use and evaluation of the instrument will turn on and zero out (self calibrate) the instrument in fresh air following the manufacturer's instructions. (The instrument should also be calibrated not less than the period recommended by the manufacturer using known test gases).
3. Prior to opening a lid or manhole cover, insert the probe or collector tubing of the air monitoring device into an opening or port to draw a sample of the atmosphere and allow sufficient time to record a representative reading. If there is no opening, "crack" the cover enough to insert the probe or collector. If atmospheric conditions are acceptable, remove the cover.
4. Lower the instrument probe or collector, testing the top, sides, and hidden areas, and approximately four (4) feet in the direction of travel. All results will be recorded.

5. If all tests are within acceptable limits, the lids may be opened or cover removed. The opening shall be protected and guarded by barriers that will prevent accidental falls through the opening.
6. If an atmospheric hazard is discovered, or there is the potential for one to occur:
 - a. Continuous air ventilation will be provided and the atmosphere tested periodically to ensure acceptable atmospheric conditions within the space.
 - b. The ventilation will be done with mechanical forced air ventilation equipment capable of maintaining an acceptable atmosphere within the confined space.
 - c. If a portable blower is used, it must be equipped with sufficient ducting to reach within two feet of the bottom of the space or provide fresh outside air to the work area within the space (i.e. water reservoirs). The ducting should not have more than one 90-degree bend entering the opening of the confined space. The blower should never be placed near a vehicle exhaust or other potential source of poor air quality. The intake should be placed at least fifteen (15) feet from the confined opening to prevent re-circulation or ventilated air.

C. Safe Entry Procedure – Permit Required

Note: Permit is in Appendix D

1. Entry is only permitted by properly trained personnel.
2. The entry supervisor will complete the confined space permit.
3. All required safety and entry equipment will be at the site.
4. The confined space will be isolated utilizing lockout/tagout procedures.
5. Perform atmospheric testing.
6. Purge or flush the confined space when necessary.
7. If continuous air ventilation is provided, the atmosphere will be tested periodically to ensure acceptable atmospheric conditions within the space.
8. Provide guards and barriers to protect the site from pedestrians and unauthorized personnel. The barriers are also set up to prevent accidental falls and protect entrants from external hazards.

9. Provide a minimum of one attendant outside the confined space.
10. Communication systems will be checked prior to entry.
11. Rescue team to be notified of entry location and time prior to entry.
12. Post permit outside entry location.
13. After the entry is completed, note any unusual findings on the permit.
14. After completion of the work, re-secure the access point.
15. Notify the supervisor and rescue team when the entry is completed.
16. Keep permit on file for one (1) year.

D. Safe Entry Procedure – (c)(5) Alternative Entry: This type of entry is permissible through monitoring and inspection. The confined space may be entered under the (c)(5) alternative procedures only under the following conditions:

- The only hazard posed by the space is an actual or potentially hazardous atmosphere.
- Continuous forced air ventilation alone is sufficient to maintain a safe atmosphere for entry.

Note: Permit is in Appendix D

1. Entry is only permitted by properly trained personnel.
2. Entry supervisor (this may be entrant) will complete the (c)(5) alternative procedures or entry on the permit.
3. All required safety and entry equipment will be at the site.
4. The confined space will be isolated utilizing lockout/tagout procedures.
5. Purge or flush the confined space when necessary.
6. Continuous air ventilation will be provided and the atmosphere tested periodically to ensure acceptable atmospheric conditions within the space.

7. Provide guards and barriers to protect the site from pedestrians and unauthorized personnel. The barriers are also set up to prevent accidental falls and protect entrants from external hazards.
8. Post permit outside entry location.
9. After the entry is completed, note any unusual findings on the entry permit.
10. After completion of the work, re-secure the entry access point.
11. Keep permit on file for a minimum of one (1) year.

E. Safe Entry Procedure – Non-Permit Confined Space: A permit-required confined space may be reclassified as a non-permit confined space under the following conditions:

- The space, at the time of the planned entry, has no actual or potential atmospheric hazards, and all hazards within the space are eliminated without entry into the space.
- All hazards remain eliminated during the entry operation.
- The basis for determining that all hazards have been eliminated are documented through a certification containing, the date, location of the space, and the signature of the person making the determination.
- If hazards arise in the non-permit confined space, each employee shall exit the space, and it shall be reevaluated to determine if it must be reclassified as a permit space.

Note: Control of atmospheric hazards through forced air ventilation does not constitute the elimination of the hazard.

F. Safety Equipment – The District will provide all safety equipment and supplies necessary to perform safe entry and rescue operations. All safety equipment should be tested according to the manufacturer's recommendations. Prior to beginning work, employees will inspect the equipment and ensure it is in good working condition. All defective equipment will be tagged for repair or replacement if required.

Equipment required for each entry will be noted on the entry permit. Work or entry will not commence if any equipment is missing.

G. **Change of Conditions** – If either the entrant(s) or attendant detects a condition that differs from the entry permit, the entrants will exit from the confined space as quickly as possible. These include:

- The entrant recognizes any warning sign or symptom of exposure to a dangerous situation.
- The entrant detects a condition which conflicts with the entry permit.
- The gas monitor signals an alarm.
- An evacuation alarm is activated.
- The attendant detects a behavioral change in the entrant(s).
- The attendant detects a condition that conflicts with the entry permit or a situation outside the space that could endanger the entrant(s).
- The entry supervisor gives an order to evacuate.

H. **Rescue** – All permit entries, with the exception of (c)(5) alternative entries, must provide for rescue service. At least one standby person at the entry site shall be trained and immediately available to perform rescue and emergency services. It is recommended that a rescue plan be prepared for (c)(5) and non-permit entries.

1. Emergency rescue conducted by District personnel.
 - a. All designated rescue team members shall be provided with and be trained in the proper use of personal protective equipment and rescue equipment needed for rescue operations.
 - b. Each team member shall be trained to perform the assigned rescue duties and trained in safe confined space entry procedures.
 - c. Each member of the rescue team must participate in rescue practice at least once every 12 months. Practice shall consist of simulated rescue from representative permitted spaces using mannequins or actual persons.
 - d. Each member of the rescue team must be trained in basic first aid and cardiopulmonary resuscitation (CPR). At least one member of the rescue team having current CPR and first aid certification shall be available during entry.

2. Emergency rescue conducted by outside emergency rescue service. The confined space attendant will immediately initiate outside rescue when needed. Prior to requesting a rescue service, the District shall:
 - a. Evaluate the service's ability to respond promptly.
 - b. Evaluate the service's qualifying abilities to function appropriately while rescuing entrants from the District's particular types of identified spaces.
 - c. Inform the rescue service of the hazards it may confront at the site(s).
 - d. Provide the rescue service with access to permit spaces from which rescue may be necessary so that the service can practice rescue operations.
 - e. Outside rescue service must be notified of the location of the confined space and time of entry prior to entry.
3. **Non-entry** rescue is the preferred method for rescue. Retrieval systems or methods shall be used unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant.
 - a. Each entrant shall use a chest or full-body harness with a retrieval line attached high on the back. Wristlets may be used with a retrieval line instead of the chest or full-body harness if it can be demonstrated that the use of the wristlets is the safest and most effective method.
 - b. The end of the retrieval line shall be attached to a mechanical device or fixed point outside the confined space so that rescue can begin as soon as the rescuer is aware that rescue is necessary.
 - c. A mechanical device shall be available to retrieve personnel from vertical spaces more than 5 feet deep. This equipment may be a winch or pulley system in combination with a fixed attachment point above the space.
4. A Safety Data Sheet (SDS) or similar written information required to be kept at the worksite due to the use or exposure to a hazardous substance shall be made available to the medical facility treating the exposed entrant.

Appendix D

Permit, Pre-Entry Checklist

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Gas Tester Name	Instrument Used	Model/Type	Serial Number

Possible atmospheric hazards	Yes	No	N/A
Lack of oxygen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Combustible gases	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Combustible vapors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Combustible dusts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Toxic gases/vapors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Possible non-atmospheric hazards			
Noise	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chemical contact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical hazard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mechanical exposure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temperature extreme	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Engulfment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Entrapment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other non-atmospheric hazard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Pre-entry checklist

Entry is not permitted until these items are completed.

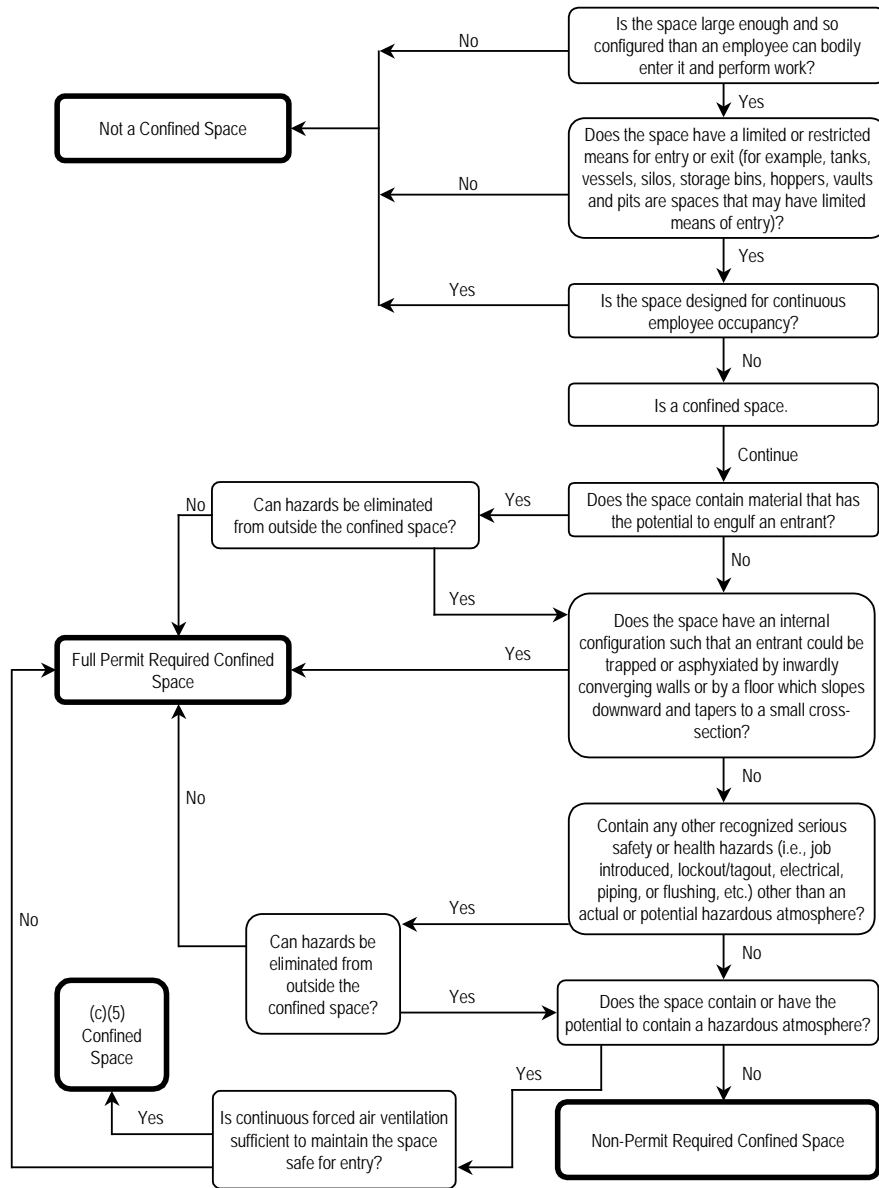
OK	Needs Action	
<input type="checkbox"/>	<input type="checkbox"/>	Before entering the permit space, the supervisor or designee must notify the rescue team.
<input type="checkbox"/>	<input type="checkbox"/>	A minimum of two employees must be assigned to work involving permit space entry. One employee must remain outside the permit space at all times.
<input type="checkbox"/>	<input type="checkbox"/>	The surrounding area must be surveyed to show that it is free of hazards such as drifting vapors from tanks, piping, sewers, or vehicle exhaust.
<input type="checkbox"/>	<input type="checkbox"/>	Other required permits, such as hot work permits, are obtained.
<input type="checkbox"/>	<input type="checkbox"/>	Those responsible for operation of the gas monitor have been trained.
<input type="checkbox"/>	<input type="checkbox"/>	Gas monitor calibration tests and functional test (fresh air calibration) have been performed this shift on the gas monitor.
<input type="checkbox"/>	<input type="checkbox"/>	The atmosphere will be continuously monitored while the space is occupied, if required by entry procedure.

This permit has been terminated for the following reason:

Work completed **Canceled** Time: _____ Note: _____

Supervisor's signature: _____ Time: _____ Date: / / _____

Confined Space Identification Flow Chart



CSE Identification Flow Chart.ppt (Revised 08-14-02)
 © ACWA/JPIA, 5620 Birdcage St., Citrus Heights, CA 95610

Panoche Water District	Hazard Communication Program	Reviewed: 4/2023
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Introduction

As required by California's Hazard Communication (HazCom) Regulation (T8 CCR 5194), we have developed this Hazard Communication Program, which we implement and maintain as an important component of our Injury and Illness Prevention Program (T8 CCR section 3203) to enhance our employees' health and safety.

Our goal is to provide information to all employees including other employers and their employees about the hazardous chemicals in our workplace, the associated hazards, and the control of these hazards through a program that includes the elements listed below. We expect contractors bringing hazardous chemicals into our workplace to do the same via their own written HazCom Program.

Company Name: Panoche Water District

Address: 52027 W. Althea Ave., Firebaugh, CA 93622

1. Person responsible for the Hazard Communication Program:

The Ethics & Compliance Officer

2. Inventory of hazardous substances is located at:

52027 W. Althea Ave., Firebaugh, CA 93622

Safety Data Sheets

3. Safety Data Sheets (SDS) for all hazardous substances are located at:

52027 W. Althea Ave., Firebaugh, CA 93622

A copy of the Hazard Communication Standard (GISO 5194) and company program are kept with the SDSs.

4. Employees may review SDSs and the Standard by following this procedure:

Ask the Ethics & Compliance Department

SDSs not on hand which are requested by employees will be requested of suppliers within seven (7) days by letter.

5. The SDS file is updated with new information and new hazards identified by:

The Chemical Applications Manager and/or the Ethics & Compliance Department

Any new hazards will be reported immediately to:

The Ethics & Compliance Officer and/or the Chemical Applications Manager

All affected employees will be notified within thirty (30) days of new hazards (new chemicals or new information on SDSs) from when Panoche Water District became aware of the new chemicals or hazards.

Container and Warning Labels

6. Containers of hazardous materials entering the facilities will be checked by:

The Chemical Applications Manager or designated person

Before hazardous chemical containers are released to the work area, the Chemical Applications Manager or designated person will verify that all containers are properly labeled as follows:

- Product identifier
- Signal words
- Hazard statements
- Pictograms
- Precautionary statements
- Name, address, and telephone number of the manufacturer, importer, or other responsible party

Labels on incoming containers are not to be removed or defaced. Containers without labels will not be accepted.

7. Facility containers of hazardous materials will be labeled with the chemical name and hazard warning.

Non-Routine Tasks

8. Periodically, Panoche Water District employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, affected employees will be given information by their supervisor on the hazards to which they may be exposed during such an activity.

This information will cover:

- Specific hazards.
- Measures the District has taken to reduce the risk of these hazards and establishing emergency procedures.
- Required protective/safety measures.

Training

9. Employee training is provided initially and as new hazards are introduced to all employees. Periodic training will be conducted to further inform employees of hazardous chemicals and the methods of safeguarding themselves. At least annually, refresher training will be conducted to acquaint employees with the standard and discuss any changes made to the program.
10. This training covers the following areas:
 - The basic requirements of the Hazard Communication Standard and their right to information on chemical hazards.
 - Panoche Water District's program to comply with the Standards and procedures and to follow company programs and SDSs.
 - How to interpret and use the labels on containers of hazardous materials.
 - The potential physical hazards and health effects of the hazardous substances and how to use SDSs for more information.
 - How to handle the hazardous substances safely and other protective measures in place.
 - What to do in an emergency, release or over-exposure to the chemicals.
 - How the presence of hazardous chemicals can be detected in the work area.
11. This training is documented by roll sheet and individual records, signed and kept in in the employer's files.
12. Employees will receive additional training as soon as possible when a new hazard is introduced into the workplace or whenever employees might be exposed to hazards at another employer's worksite.
13. Training concerning new hazards (new chemicals or new information on SDSs) will be provided and documented as soon as Panoche Water District becomes aware of the new chemicals or hazards. Panoche Water District will communicate with employees at the Monthly Safety Meetings, safety tailgate meetings, posters/flyers, email and/or verbally. Communication concerning chemical or physical hazards will be provided as soon as Panoche Water District becomes aware of the new chemicals or hazards.

14. Records are maintained at the following location:

52027 West Althea Ave., Firebaugh, CA 93622

Informing Contractors/Visitors

15. Outside employees (subcontractors and visitors) will be advised of chemical hazards in facility(s) in the following manner:

Verbally by the Ethics & Compliance Officer, the Chemical Applications Manager and/or other designated person.

Contractors will be required to provide information on any chemicals used in our facility as a condition of their contract.

Panoche Water District relies on the information contained in SDSs as permitted by the OSHA Hazard Communication Standard and does not perform independent hazard determinations.

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Panoche Water District	Fire Protection Plan	Date: 4/2023
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Purpose

The purpose of this Fire Prevention Plan is to establish procedures for identifying fire hazards and preventing fires. All employees and supervisors are expected to follow the procedures outlined in this plan to ensure that employees and visitors are protected. The plan follows the requirements of Title 8 California Code of Regulations, Section 3221.

Responsibility

1. The Ethics & Compliance Officer (ECO) has the overall responsibility for implementing and train employees on this plan and the control of accumulation of flammable or combustible waste materials.
2. The Maintenance Manager and authorized designee is responsible for maintenance of equipment and systems installed to prevent or control ignitions of fires (Ex. Fire Extinguishers, fire hoses, etc.).
3. All supervisors has responsibility to enforce the rules and procedures set forth in this plan.
4. All employees have responsibility to follow this plan and report any fire hazards immediately to their supervisor and or the ECO.

Identification of Fire Hazards

The following is a list of potential fire hazards and their associated work areas:

Work Areas

Fire Hazards

Computer Workstations.....	Paper, Plastic, Electrical
Server room.....	Paper, Plastic, Electrical
Workrooms.....	Paper, Electrical
Storage room.....	Paper, Plastic, Flammable and Combustible Liquids
Wash rack.....	Plastic, Flammable and Combustible Liquids
Breakroom.....	Paper, Plastic, Electrical Appliances

Housekeeping Practices

The following are the fire prevention practices associated with fire hazards identified above:

<u>Type of Fire Hazard</u>	<u>Fire Prevention Practices</u>
Paper	Wastepaper cans emptied daily.
Plastic	Waste plastic discarded daily.
Electrical	Quarterly inspections of outlets, multi-strips, cubicles, and work areas.
Flammable/combustible liquids....	Store liquids in an approved flammable storage cabinet.
Electrical appliances	Quarterly inspections of appliances; employees trained to inspect appliances before use.

Safe Code of Work Practices

- Flammables, including datasheets, books, rags, clothing, flammable liquids, or trash shall not be placed or stored near heaters or their vents, any electrical appliance, or other potential sources of ignition.
- Sources of actual or potential heat such as hot plates or electric coffee pots shall not be placed near flammable materials. Portable space heaters and candles are prohibited.
- Care must be taken not to block potential escape routes, particularly with flammable materials.
- Each individual is personally responsible for assuring that extension cords and multiple plugs are in good condition. Cords that are missing the grounding prong, are spliced together, or that are missing their protective sheath shall not be used.

Fire Control Measures

The following is a list of fire control measures installed or available in all work areas:

<ul style="list-style-type: none"> • Portable fire extinguishers • Smoke detectors • First aid kits 	<ul style="list-style-type: none"> • Clearly marked evacuation routes • Visible exit signs • Main electrical panel
--	---

<u>Work Area</u>	<u>Number of Fire Extinguishers</u>	<u>Type and Weight</u>
Water Treatment Plant	2	2 ABC, B456 10 LB
Main Office	5	2 ABC, B456 17 LB 2 OZ 1 ABC, B456 8 LB 13 OZ 2 Halotron, B386 8LB 13 OZ
Supply Room Trailer	1	1 ABC, B456 10 LB
Old O&M Shop	6	1 ABC, 11HB 11LB 2 ABC, B402 5 LB 3 ABC, B456 10 LB
Welding Shop	2	2 ABC, B456 10 LB
Meter Shop & Records Room	3	2 ABC, B456 10 LB 1 ABC, B402 5 LB
New O&M Shop	6	3 ABC, B456 10 LB 3 ABC, B402 5 LB
District Vehicles	22	5 ABC, B456 10LB 5 ABC, B402 5 LB 12 ABC, B417 2 1/2 LB
District Mobile Equipment	16	5 ABC, B456 10 LB 6 ABC, B402 5 LB 5 ABC, B417 2 1/2 LB

Maintenance and Inspection Program

The periodic maintenance and inspection frequencies for fire control measures are as follows:

<u>Fire Control Measures</u>	<u>Inspection Frequency</u>	<u>Service Firm</u>
Fire Extinguisher Service	Annual	Jorgensen Company
Fire Extinguisher Training	Annual	Jorgensen Company
Fire Extinguishers	Monthly and Annual	Maintenance Manager/
First Aid Kits	Monthly and Semi-Annual	Risk Management
Smoke Detectors	Semi-Annual	Assistant/ and or designee

Alert and Notification to Employees

The District’s alert and notification to employees during a fire emergency is delineated in the Emergency Action Plan. Employees are to say “Evacuate the building!” Designated Personnel shall use land line or cell phone to call employees, visitors and contractors.

Employee Response to Fire Emergencies

Employees’ response to a fire emergency is delineated in the Emergency Action Plan. Designated and trained employees may attempt to extinguish incipient fires with fire extinguishers after alerting other employees.

Training

Employees shall be apprised of the fire hazards of the materials and processes they are exposed to.

Upon initial assignment, employees should be made aware of those parts of this fire prevention plan that they must know to protect them in the event of an emergency. This program is located **at 52027 West Althea Avenue, Firebaugh, CA 93622** and is available for review upon request from **the ECO and the Ethics & Compliance Department.**

Hot Work Designated Areas

The following areas have been designated as approved hot work areas. Hot work may be performed in these areas without the issuance of a hot work permit. Even though a permit is not required in these areas, authorized personnel must inspect the area for combustibles and other hazards before beginning hot work operations.

- Welding Shop

Authorized personnel must be certain that a functioning fire extinguisher appropriate for the type of potential fire is present at all times while hot work is being performed in designated areas. At the end of each shift and/or project, a supervisor or the hot work approver on duty must inspect each designated hot work area to ensure no smoldering materials are present and all hot work equipment is properly shut off and stored.

Hot Work Non-Designated Area Procedures

Basic Precautions. At a minimum, all of the following precautions must be met to perform hot work in a non-designated area.

- All combustible materials within 35 feet of the hot work shall be moved to a safe distance or other location.
- If combustible materials cannot be moved, they are protected by fire-retardant covers or they are shielded with fire retardant or metal guards.
- Appropriate PPE is provided to employees performing hot work based upon a hazard assessment.
- A fire watch is initiated during and for 30 minutes after all hot work has stopped.
- A Supervisor/Trained Designee has inspected the hot work area before beginning work.
- The Supervisor/Trained Designee has issued and posted a hot work permit (Appendix A)

Outside Contractors

Whenever outside contractors perform any hot work activity they will be informed of the Panoche Water District Fire Prevention Program, including Hot Work and procedures by the Project Manager or Construction Inspector. All outside contractors are required to issue and post a hot work permit. All appropriate safety information will be communicated by the contractor to the Panoche Water District before work begins.

Appendix A

PWD Hot Work Permit Form

PANOCHE WATER DISTRICT HOT WORK PERMIT (APPENDIX A)

WORK LOCATION: _____ DATE: _____

TYPE OF WORK: _____

START TIME: _____ FINISH TIME: _____

CHECKLIST	YES	NO	N/A
Person doing hot work has been trained in safe operation of equipment and how to work safely			
Appropriate PPE (eye protection, helmet, protective clothing, respirator, gloves, etc) available			
Where work permits, welding booth screens will be used			
Fire extinguishers placed for immediate use			
Floors swept clean of combustible materials for a radius of 35 feet			
Combustible floors dampened, covered with damp sand or protected with fire-resistant shields			
Combustible materials and supplies moved at least 35 feet away for hot work location			
Wall and floor openings (windows, etc) within 35 feet of work location have been covered			
Equipment not to be near flammable vapors or liquids or containers that have contained flammable vapors or liquids			
Fire hazards that cannot be moved are protect by appropriate guards			
Any pipe lines to containers disconnected or blanked			
Equipment to be used is in good condition			
If welding a container, container has to thoroughly cleaned and ventilated			
on-site contractors advised of hot work			
If working in confined space, confined space entry permit has been issued			
Inspect work area after work is done to ensure it is safe			
Maintain a fire watch during operations and for 30 min after work has been completed			

AUTHORIZED SIGNATURE: _____ DATE: _____

PWD Hot Work Permit Form Revised 4/2023

BACK

PANOCHÉ WATER DISTRICT
Credit Card Use Policy
Revised April 18, 2023

Policy Statement

This Credit Card Use Policy (the “Policy”) documents and expands upon the Panoche Water District’s previously adopted policy on use of District-issued credit cards.

Authorized Use of District Credit Cards

The District may issue credit cards to certain employees authorized to make purchases on behalf of the District for necessary District purposes. Use of District-issued credit cards must be in compliance with the District’s Credit Card Use Policy and is subject to the following:

1. In no event shall a District-issued credit card be used for personal expenditures, even if the intent at the time of credit card use is to reimburse the District and the expenditure is subsequently reimbursed;
2. The person in possession of a District-issued credit card is responsible for receiving, printing, retaining, and submitting to the District all receipts related to purchases made on the District-issued credit card; receipts must be annotated to state the business purpose of the purchase; for purchases at restaurants, the documentation must include the restaurant receipt as well as the credit card receipt and the names of parties for whom any meals were paid;
3. Receipts documenting expenses incurred on District credit cards in compliance with this policy must be submitted to the District’s ~~Controller~~ Accounting Supervisor within five business days of the purchase or travel to enable District staff to verify charges on the credit card monthly statement;
4. All credit card expenses must be submitted on an expense report form provided by the District and submitted within 30 days of an expense being incurred; the form must comply with the District’s policies related to expenses and use of public resources; the form must also document that the expense in question met the requirements of this policy;
5. Inability to provide such documentation in a timely fashion may result in the expense being borne by the employee or official;
6. All credit card receipts and statements shall be kept in accordance with the District’s records retention policy;
7. Audits of credit card expenditures and of all supporting documents required by this policy shall be conducted monthly by a rotating Director designated by the President of the Board to serve for 63 months at a time in consultation with counsel and/or an outside CPA.

Authorized Users

- Individual District credit cards shall be issued only to the following positions:

<u>General Manager</u>	<u>(\$10,000 Credit Limit)</u>
<u>Maintenance Manager</u>	<u>(\$ 3,500 Credit Limit)</u>
<u>Water Resources Manager</u>	<u>(\$ 3,500 Credit Limit)</u>
<u>Ethics & Compliance Officer</u>	<u>(\$3,500 Credit Limit)</u>

~~2. General Manager~~

~~3. Controller~~

~~4. Human Resources Administrator/Risk Management Administrator~~

~~5. Water Operations Supervisor~~

~~6. O&M Supervisor~~

~~7. The credit authorization limit for the General Manager shall be \$10,000;~~

~~8. The credit authorization limit for the Controller shall be \$5,000; and~~

~~9. Each such card issued to the Water Operations Supervisor and the O&M Supervisor shall have a credit authorization limit of \$3500.~~

~~10.2. For the General Manager and Controller:~~

- ~~The credit card authorization limits shall not override but shall remain subject to limitations concerning non-competitive and competitive procurements of equipment, goods and services as set forth in Panoche Water District policies or applicable laws; .~~
- ~~In the event that any single event or matter is over \$105,000 in charges, including an event or matter for which no single charge is over \$510,000, but combined total charges are over \$5,000, the applicable cardholder shall within 5 business days provide the Director then designated to review credit card records with supporting documentation and information on the charge(s).~~

~~3. The District working with counsel, an outside CPA or the District's Ethics & Compliance Officer after training by such counsel, outside CPA or other qualified outside party shall provide training, prior to issuance of a credit card and on an annual basis thereafter, to all employees authorized to use District credit cards on proper District expenditures and types of expenditures for which District credit card use is unauthorized.~~

Policy Review

The Board of Directors shall review this Policy at least annually; staff shall prepare a report on its implementation for consideration by the Board as part of the annual review.

Policy Violations

Under state law, use of public resources or falsifying expense reports in violation of this Policy, may result in any or all of the following:

1. Loss of reimbursement and/or credit card use privileges;
2. Demand for restitution by the District;
3. The District's reporting the expenses to state and federal tax authorities as income to the Director, official, or employee;
4. Civil penalties of up to \$1,000 per day and three times the value of the resources used;
5. Criminal prosecution for misuse of public resources; and/or
- 1.—Discipline in accordance with District policy and procedures, including termination of employment.

2.

3-6.

Draft

PANOCHE WATER DISTRICT
~~BOARD MONTHLY CREDIT CARD REVIEW~~
PROCEDUREBoard Monthly Credit Card Review
Procedure
Revised April 18, 2023

Within two weeks of the credit card statements receipt by the District, a credit card packet will be provided to the designated board member for review. For purposes of consistency and understanding, the President shall assign the responsible Director, with the expectation that the same board member shall serve for such review for a ~~three (3) month period, which may be extended to~~ six (6) month period s by agreement of the President and the assigned Director.

The credit card packet will include each employee's expense report form and all credit card statements for each issued employee. Each statement shall have attached to it the original receipt marked on its face the purpose of the charged item(s) and any person involved (e.g., meals) with such specificity that it is clear as to the connection between District business and the charge. For those charges that cannot simply fit on the receipt, the receipts should be attached to a page that has additional information, which could be the employee's expense report. The receipts should be attached to the invoice in the same order as shown on the statement. In the event a receipt is not attached, there needs to be an explanation and some substitute form of receipt that is not created by the employee but third party generated. If no receipt is available, because it was lost or for some other reason, there needs to be provided some other verification of such charge(s) legitimacy, which the reviewing board member finds reasonably acceptable. —Repeated lack of receipts by a single employee over any two (2) month period shall subject that employee to disciplinary action. If no receipt evidence is provided or the item is a personal expense, the employee will be charged such amount and be subject to disciplinary action in accordance with District policy. Any such case shall be referred back to the District's General Manager for discipline after consulting back with the reviewing board member. Except that in the case of the General Manager's violation, the matter shall be subject to board review at the next scheduled board meeting in closed session.

The reviewing board member should conduct his or her review in accordance with the District's ~~specific Credit Card Use Pp~~ policy ~~below~~ regarding credit card usage, but also in accordance with the District's other related policies.

~~Credit Card Use Policy~~
~~Authorized Use of District Credit Cards~~

~~The District may issue credit cards to certain employees authorized to make purchases on behalf of the District for necessary District purposes. Use of District-issued credit cards must be in compliance with the District's Credit Card Use Policy and is subject to the following:~~

- ~~1. In no event shall a District-issued credit card be used for personal expenditures, even if the intent at the time of credit card use is to reimburse the District and the expenditure is subsequently reimbursed;~~
- ~~2. The person in possession of a District-issued credit card is responsible for receiving, printing, retaining, and submitting to the District all receipts related to purchases made on the District-issued credit card; receipts must be annotated to state the business purpose of the purchase; for~~

~~purchases at restaurants, the documentation must include the restaurant receipt as well as the credit card receipt and the names of parties for whom any meals were paid;~~

~~3. Receipts documenting expenses incurred on District credit cards and compliance with this policy must be submitted within five business days of the purchase to enable District staff to verify charges on the credit card monthly statement;~~

~~4. All credit card expenses must be submitted on an expense report form provided by the District and submitted within 30 days of an expense being incurred; the form must comply with the District's policies related to expenses and use of public resources; the form must also document that the expense in question met the requirements of this policy;~~

~~5. Inability to provide such documentation in a timely fashion may result in the expense being borne by the employee or official;~~

~~6. All credit card receipts and statements shall be kept in accordance with the District's records retention policy; and~~

~~7. Audits of credit card expenditures and of all supporting documents required by this policy shall be conducted monthly by a rotating director designated by the president to serve for 3 months at a time in consultation with counsel and/or an outside CPA.~~

Authorized Users

~~1. Individual District credit cards shall be issued only to the following positions:-~~

- ~~General Manager~~
- ~~Office Manager~~
- ~~Purchasing Agent/Human Resources Supervisor~~
- ~~Water Master~~
- ~~San Joaquin River Improvement Project Manager~~

~~Each such card shall have a credit authorization limit of \$3500.~~

~~2. The District working with counsel and/or an outside CPA shall provide training, prior to issuance of a credit card and on an annual basis thereafter, to all employees authorized to use District credit cards on proper District expenditures and types of expenditures for which District credit card use is unauthorized.~~

Policy Violations

~~Under state law, use of public resources or falsifying expense reports in violation of this Policy, may result in any or all of the following:~~

~~1. Loss of reimbursement and credit card use privileges;~~

~~2. Demand for restitution to the District;~~

- ~~3. The District's reporting the expenses as income to the director, official, or employee to state and federal tax authorities;~~
- ~~4. Civil penalties of up to \$1,000 per day and three times the value of the resources used;~~
- ~~5. Criminal prosecution for misuse of public resources; and~~
- ~~6. Discipline in accordance with District policy and procedures, including termination of employment.~~

Draft

Panoche Water District November 17, 2107 Revised Policy Statement on Reimbursement of Reasonable Expenses and Expenditure of Public Resources

Findings

WHEREAS, the Panoche Water District (“District”) Board of Directors (“Board” collectively or “Director” individually) desires to adopt a statement that documents, formalizes and updates the principles and policies it follows to provide careful stewardship over the use of its limited public resources.

WHEREAS, public resources should only be used when there is a substantial benefit to the District or to advance a public purpose beneficial to the District.

WHEREAS, such benefits include:

1. The opportunity to discuss with other local, state and federal officials issues within the jurisdiction of the District;
2. Participating in regional, state and national organizations whose activities affect the District;
3. Attending educational seminars designed to improve officials’ skill and information levels;
4. Promoting public service and morale by recognizing such service;
5. Providing informational tours and presentations to landowners and water users; other local, state and federal officials, and the general public on programs and projects being implemented by the District; and
6. Meeting with the District’s landowners and water users to provide information and/or to address issues of concern to those landowners and water users.

WHEREAS, 1) legislative and other local, regional, state and federal agency business is frequently conducted over meals; 2) sharing a meal with other local, regional, state and federal officials is frequently the best opportunity for a more extensive, focused and uninterrupted communication about the District’s policy concerns; 3) providing meals within the District boundaries for groups attending District-sponsored meetings and informational tours allows for the efficient use of time for District officials and the attendees given the remote location of the District, and 4) each meal expenditure must comply with the limits and reporting requirements of local, state and federal law.

WHEREAS, this policy statement provides guidance to publicly elected and non-elected officials on the use and expenditure of District resources, as well as the standards against which those expenditures will be measured. As used in this policy statement, “public official” or “official” means every director, officer, employee or consultant of the District.

WHEREAS, this policy statement is intended to describe the definition of actual and necessary expenses consistent with state laws relating to permissible uses of public resources.

WHEREAS, this policy statement is intended to describe the definition of necessary and reasonable expenses consistent with of federal and state income tax laws.

WHEREAS, this policy also applies to any charges made to District-issued credit cards, cash advances, or other lines of credit.

WHEREAS, the Bylaws of the District authorize a stipend of \$10 per meeting to members of the Board of Directors, but it is the longstanding practice of the District not to provide meeting stipends to Directors for meetings of the Board or for attendance in a representative capacity on boards or committees of other agencies or organizations, and the District has adopted no ordinance providing for such stipends.

WHEREAS, it is the longstanding practice of the District not to provide Members of the Board of Directors with District vehicles or to provide vehicle mileage reimbursement for use of personal vehicles to attend meetings of the Board; meetings of boards or committees of other agencies where the Director is representing the District; educational conferences or meetings; or meetings of any other agency or organization or when the Director attends to make a presentation on behalf of the District, receives information for the District or for any other purpose.

WHEREAS, District employees appointed by the Board to act in a representational capacity on boards or committees of other agencies or organizations do so in the course of their employment for purposes of the District and are required by California law to be reimbursed for their reasonable personal expenses, if any, incurred for such assignments.

WHEREAS District employees authorized by the Board to attend educational conferences or meetings; to make a presentation on behalf of the District at a meeting of any other agency or organization or to travel outside of the local area for any District purpose do so in the course of their employment and are required by California law to be reimbursed for their reasonable personal expenses, if any, incurred for such assignments.

WHEREAS, for any expenses which are reimbursable through District grants, the grant provisions which differ from District policies shall be applicable.

Authorized Expenses

All District resources, including funds, equipment, supplies, titles, and staff time must only be used for authorized District business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this policy are met:

1. Communicating with representatives of other local, regional, state and national government on District adopted policy positions or for informational purposes about any issue within the jurisdiction of the District;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state and national organizations whose activities affect the District's interests;
4. Participating on boards or committees of regional agencies whose activities address issues within the jurisdiction of the District;
5. Recognizing service to the District (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);
6. Attending District events;
7. Conducting District tours and presentations on programs and projects being implemented by the District;
8. Meeting with the District's landowners and water users to provide information and/or to address issues of concern to those landowners and water users; and
9. Cost and fees associated with District projects, including services, supplies, materials and equipment.

All other expenditures require prior approval by the District governing body.

The following expenses also require prior governing body approval, which can be done by a standing board approval for recurring items:

1. International and out-of-state travel; provided, that standing approval is granted for the annual Bureau of Reclamation Water Users Conference when held out of state, such as at Reno, Nevada; and for the Family Farm Alliance Annual Conference when held out of state, such as at Las Vegas, Nevada; and
2. Expenses exceeding \$3,500 per trip.

It is acknowledged that certain travel, conferences and meetings that serve District purposes may come up on short notice making it impracticable to obtain specific Board approval. In such cases, the Board should approve the reasonable expense for such matter at its next regular Board meeting.

Examples of personal expenses that the District will not reimburse include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or events;

3. Family expenses, including partner's expenses when accompanying official on agency-related business, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
6. Personal losses incurred while on District business. Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

Meeting Stipends

General

The District's Directors do not currently receive a stipend for each day's attendance at meetings, although the District's Bylaws authorize a stipend of \$10 per meeting of the Board of Directors only. To set a stipend requires adoption of an ordinance following public hearing.

Aggregate Limits

In the event daily stipends for Directors are provided, the number of days for which a District Director receives a daily stipend will not exceed the aggregate limits established by state law.

Cost Control

To conserve District resources and keep expenses within community standards for public officials, expenditures for which the public official requests reimbursement should adhere to the following guidelines. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the District will be limited to the costs that fall within the guidelines.

Transportation

To the extent possible, travel arrangements to be reimbursed by the District involving public transportation, car rental and hotel bookings shall be made by the Controller or the Controller's designee, taking into consideration the parameters set forth in this section.

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements that is reasonably available in the locale must be used, using the most direct and time-efficient route. Charges for rental vehicles for travel to an out of town destination may be reimbursed under this provision if more than one District official is traveling to

attend an out of town conference, and it is determined that sharing a rental vehicle is more economical than other forms of transportation and will meet scheduling and availability requirements. In making such determination, the cost of the rental vehicle, parking and gasoline will be compared to the combined cost of such other forms of transportation. This policy does not preclude reasonable reimbursement of personal vehicle use authorized by this policy. This policy also does not preclude use of a rental vehicle by a single District official where such form of transportation meets the principle set out in the first sentence of this paragraph. Government and group rates must be used when available.

Airfare. Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities (www.cacities.org/travel), the California State Association of Counties (<http://www.counties.org/discount-travel-program>) or the State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy. However, in the event such rates are not available in instances where travel cannot be planned sufficiently in advance to qualify for the reduced fares or such rates are not available from reasonably convenient departure locations to the required destination for the District purpose, market rates that reasonably accommodate such travel may be reimbursed under this policy.

Personal Automobile. When reimbursable pursuant to this policy, personal automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (*see* www.irs.gov). For 2016, the rate is 54 cents per mile. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls or parking fees, which are also reimbursable. The Internal Revenue Service mileage rates will not be paid for rental vehicles; only receipted fuel expenses will be reimbursed.

District Vehicles. Use of District vehicles is covered in a separately-adopted District policy, the current version of which is attached as Exhibit “B” to this Policy Statement.

Car Rental. Rental rates that are equal or less than those available through the California State Association of Counties (<http://www.counties.org/discount-travel-program>) shall be considered the most economical and reasonable for purposes of reimbursing car rentals under this policy.

Taxis/Shuttles. Taxis or shuttles fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is determined to be the most economical mode of transportation, or when such transportation is necessary for safety, availability or time-efficiency.

Lodging

Lodging expenses will be reimbursed or paid for when travel on official District business reasonably requires an overnight stay.

- **Conferences/Meetings.** If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.

- **Other Lodging.** Travelers must request government rates, when available. Lodging rates that are equal or less to government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.
- **Government Rates Not Available.** In the event that government rates are not available at a given time or meeting venue lodging, lodging rates that do not exceed the median retail price for lodging for that area listed on websites like www.priceline.com or an equivalent service or lodging rates that do not exceed \$160 per night are presumed reasonable and hence reimbursable.

Meals

Reimbursable meal expenses and associated gratuities will not exceed the following rates per person:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$30.00

Or in the aggregate more than \$65.00 for a day, except that no individual meal may exceed its limit by more than 20% in case the aggregate amount is used for a particular day.

In communities with a population of 500,000 or more, the reimbursable meal expenses and associated gratuities will not exceed the following rates per person:

Breakfast	\$20.00
Lunch	\$25.00
Dinner	\$40.00

Or in the aggregate more than \$85.00 for a day, except that no individual meal may exceed its limit by more than 20% in case the aggregate amount is used for a particular day.

These rates may not be adequate in certain large communities recognized as exceptionally high cost, such as Washington, D.C., in which case the above guidelines shall be increased by an additional 10% per meal and aggregate per day.

Such amounts shall be annually adjusted to reflect changes in the cost of living in accordance with statistics published by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, all urban consumers for the San Francisco Area. Such annually adjusted rates shall automatically update the amounts set forth in this Policy Statement without the requirement of any formal written change to the adopted policy.

The District will not pay for personal bar expenses/alcoholic beverages; however, the District may pay for alcoholic beverages according to local community standards. The General Manager shall be authorized to engage in reasonable third party hosting expenses for alcoholic beverages, with

any expenditures for events over \$100 subject to prior Board authorization or group meal events organized by others (for example, conferences and other types of activities that fall within the list of “authorized expenditures” above), the District recognizes that the per person cost may exceed these maximums.

Telephone/Fax/Cellular

Personal cell phone use will not be reimbursable for officials to whom District cellular phones are provided, except in unusual circumstances. Other officials may be reimbursed for actual telephone and fax expenses incurred for use of District business. Telephone bills should identify which calls were made on District business. For cellular calls on personal cell phones, when the official has a particular number of minutes included in the official’s plan, the official can identify the percentage of calls made on public business.

Internet

Officials will be reimbursed for Internet access connection and/or usage fees away from home, not to exceed \$15.00 per day, if Internet access is necessary for District-related business. Internet service for employees required or authorized to work from home using District equipment, but the employee’s Internet service, will be reimbursed based upon the employee’s monthly declaration of reasonable use submitted on a form provided by the District.

Airport Parking

Long-term parking must be used for travel exceeding 24-hours where reduced-rate long-term parking is reasonably available.

Other

Baggage handling fees of up to \$1 per bag and gratuities of up to 15 percent will be reimbursed. Expenses for which District officials receive reimbursement from another agency are not reimbursable.

Cash Advance Policy

From time to time, it may be necessary for an official to request a cash advance to cover anticipated expenses while traveling or doing business on the District’s behalf. Such request for an advance should be submitted to the General Manager at least two days prior to the need for the advance with the following information:

1. The purpose of the expenditure(s);
2. The benefits of such expenditure to the public purpose of the District;
3. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
4. The dates of the expenditure(s).

Any unused advance must be returned to the District treasury within two business days of the official's return, along with an expense report and receipts documenting how the advance was used in compliance with this expense policy.

In the event the General Manager is uncertain as to whether a request complies with this policy, the General Manger must seek resolution from the Board.

Credit Card Use Policy

Authorized Use of District Credit Cards

The District may issue credit cards to certain employees authorized to make purchases on behalf of the District for necessary District purposes. Use of District-issued credit cards must be in compliance with the District's Credit Card Use Policy and is subject to the following:

1. In no event shall a District-issued credit card be used for personal expenditures, even if the intent at the time of credit card use is to reimburse the District and the expenditure is subsequently reimbursed;
2. The person in possession of a District-issued credit card is responsible for receiving, printing, retaining, and submitting to the District all receipts related to purchases made on the District-issued credit card; receipts must be annotated to state the business purpose of the purchase; for purchases at restaurants, the documentation must include the restaurant receipt as well as the credit card receipt and the names of parties for whom any meals were paid;
3. Receipts documenting expenses incurred on District credit cards in compliance with this policy must be submitted to the District's Accounting Supervisor within five business days of the purchase or travel to enable District staff to verify charges on the credit card monthly statement;
4. All credit card expenses must be submitted on an expense report form provided by the District and submitted within 30 days of an expense being incurred; the form must comply with the District's policies related to expenses and use of public resources; the form must also document that the expense in question met the requirements of this policy;
5. Inability to provide such documentation in a timely fashion may result in the expense being borne by the employee or official;
6. All credit card receipts and statements shall be kept in accordance with the District's records retention policy; and
7. Audits of credit card expenditures and of all supporting documents required by this policy shall be conducted monthly by a rotating Director designated by the President of the Board to serve for 6 months at a time in consultation with counsel and/or an outside CPA.

Authorized Users

1. Individual District credit cards shall be issued only to the following positions:

<u>General Manager</u>	<u>(\$10,000 Credit Limit)</u>
<u>Maintenance Manager</u>	<u>(\$ 3,500 Credit Limit)</u>
<u>Water Resources Manager</u>	<u>(\$ 3,500 Credit Limit)</u>
<u>Ethics & Compliance Officer</u>	<u>(\$3,500 Credit Limit)</u>

2. For the General Manager:

- The credit card authorization limits shall not override but shall remain subject to limitations concerning non-competitive and competitive procurements of equipment, goods and services as set forth in Panoche Water District policies or applicable laws; .
- In the event that any single event or matter is over \$10,000 in charges, including an event or matter for which no single charge is over \$10,000, but combined total charges are over \$5,000, the applicable cardholder shall within 5 business days provide the Director then designated to review credit card records with supporting documentation and information on the charge(s).

3. The District working with counsel, an outside CPA or the District's Ethics & Compliance Officer after training by such counsel, outside CPA or other qualified outside party shall provide training, prior to issuance of a credit card and on an annual basis thereafter, to all employees authorized to use District credit cards on proper District expenditures and types of expenditures for which District credit card use is unauthorized.

Policy Review

The Board of Directors shall review this Policy at least annually; staff shall prepare a report on its implementation for consideration by the Board as part of the annual review.

Policy Violations

Under state law, use of public resources or falsifying expense reports in violation of this Policy, may result in any or all of the following:

1. Loss of reimbursement and/or credit card use privileges;
2. Demand for restitution by the District;
3. The District's reporting the expenses to state and federal tax authorities as income to the Director, official, or employee;
4. Civil penalties of up to \$1,000 per day and three times the value of the resources used;
5. Criminal prosecution for misuse of public resources; and
6. Discipline in accordance with District policy and procedures, including termination of employment.

Authorized Use of District Credit Cards

~~The District may issue credit cards to certain employees authorized to make purchases on behalf of the District for necessary District purposes. Use of District issued credit cards must be in compliance with the District's Credit Card Use Policy and is subject to the following:~~

- ~~1. In no event shall a District issued credit card be used for personal expenditures, even if the intent at the time of credit card use is to reimburse the District and the expenditure is subsequently reimbursed;~~
- ~~2. The person in possession of a District issued credit card is responsible for receiving,~~

~~printing, retaining, and submitting to the District all receipts related to purchases made on the District-issued credit card; receipts must be annotated to state the business purpose of the purchase; for purchases at restaurants, the documentation must include the restaurant receipt as well as the credit card receipt and the names of parties for whom any meals were paid;~~

- ~~3. Receipts documenting expenses incurred on District credit cards in compliance with this policy must be submitted to the District's Controller within five business days of the purchase or travel to enable District staff to verify charges on the credit card monthly statement;~~
- ~~4. All credit card expenses must be submitted on an expense report form provided by the District and submitted within 30 days of an expense being incurred; the form must comply with the District's policies related to expenses and use of public resources; the form must also document that the expense in question met the requirements of this policy;~~
- ~~5. Inability to provide such documentation in a timely fashion may result in the expense being borne by the employee or official;~~
- ~~6. All credit card receipts and statements shall be kept in accordance with the District's records retention policy;~~
- ~~7. Audits of credit card expenditures and of all supporting documents required by this policy shall be conducted monthly by a rotating Director designated by the President of the Board to serve for 3 months at a time in consultation with counsel and/or an outside CPA.~~

Authorized Users

~~1. Individual District credit cards shall be issued only to the following positions:~~

~~General Manager~~

~~Controller~~

~~Human Resources Administrator/Risk Management Administrator~~

~~Water Operations Supervisor~~

~~O&M Supervisor~~

~~The credit authorization limit for the General Manager shall be \$10,000;~~

~~The credit authorization limit for the Controller shall be \$5,000; and~~

~~Each such card issued to the Water Operations Supervisor and the O&M Supervisor shall have a credit authorization limit of \$3500.~~

~~2. For the General Manager and Controller:~~

- ~~• the credit card authorization limits shall not override but shall remain subject to limitations concerning non-competitive and competitive procurements of equipment, goods and services as set forth in Panoche Water District policies or applicable laws;~~
- ~~• in the event that any single event or matter is over \$5,000 in charges, including an event or matter for which no single charge is over \$5,000, but combined total charges are over \$5,000, the applicable cardholder shall within 5 business days provide the Director then designated to review credit card records with supporting documentation and information on the charge(s).~~

~~3. The District working with counsel, an outside CPA or the District's Compliance Officer after training by such counsel, outside CPA or other qualified outside party shall provide training, prior to issuance of a credit card and on an annual basis thereafter, to all employees authorized to use District credit cards on proper District expenditures and types of expenditures for which District credit card use is unauthorized.~~

Loans

Public officials may not receive a personal loan from an officer, Director, employee, or consultant of the District, the District, or an agency over which the District exercises direction and control, or from an individual or entity that has a contract with the District or an agency over which the District exercises direction and control. The foregoing limitations do not apply to loans received from banks or other financial institutions, and retail or credit card transactions, made in the normal course of business on terms available to members of the public without regard to the official's status.

It is the policy of the District not to provide payroll advances or loans to District employees or loans to any person except as authorized by law.

District employees who meet criteria as defined by Internal Revenue Service Regulations may be eligible for distributions from their accounts in the Panoche Water District 401(k) Retirement Plan, and this policy is not intended to preclude any such qualifying distribution.

Gift

Officials and their immediate family members (includes the official's spouse, registered domestic partner, any minor child of the official who the official can claim as a dependent for federal tax purposes, and any child of the official who is aged 18 to 23 years old, attends school, resides with the official when not attending school, and provides less than one-half of his or her own support) should not accept or receive gifts without consulting the District's applicable policy regarding the appropriateness of the same and the process to be followed. A "gift" is any payment or other benefit provided to the official that confers a personal benefit for which the official does not provide payment or services of equal or greater value. A gift includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public. Except as discussed in Exhibit "A" hereto, you have "received" or "accepted" a gift when you know that you have actual possession of the gift or when you take any action exercising direction or control over the gift, including discarding the gift or turning it over to another person. Anything given to a family member is presumed to be a gift to the official if "(1) there is no established relationship between the donor and the family member where it would generally be considered appropriate for the family member to receive the gift or; (2) the donor is someone who lobbies the District, is involved in an action before the District in which the official may foreseeably participate, or engages in business with the District in which the official will foreseeably participate (collectively "Interested Party"). The law with respect to officials accepting gifts is extensive; and therefore, additional policy rules and guidance is provided in Exhibit "A" attached and incorporated herein.

Expense Report Content and Submission Deadline

All cash advance expenditures, credit card expenses and expense reimbursement requests must be submitted on an expense report form provided by the District.

Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the local agency official should explain whose meals were purchased, what issues were discussed and how those relate to the District's adopted legislative positions and priorities.

Officials must submit their expense reports within 30 days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation.

Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

Policy Violations

Under state law, use of public resources or falsifying expense reports in violation of this Policy, may result in any or all of the following:

1. Loss of reimbursement and/or credit card use privileges;
2. Demand for restitution by the District;
3. The District's reporting the expenses to state and federal tax authorities as income to the Director, official, or employee;
4. Civil penalties of up to \$1,000 per day and three times the value of the resources used;
5. Criminal prosecution for misuse of public resources; and
6. Discipline in accordance with District policy and procedures, including termination of employment.

Audits of Expense Reports

All expenses are subject to verification that they comply with this policy.

Reports to Governing Board

At the District Board meeting, each official shall briefly report on any Brown Act meetings attended at District expense as well as any conferences, educational seminars or meetings with legislators or other governmental officials.

If multiple officials attended, a joint report may be made. The report may be made orally or in writing.

Compliance with Laws

District officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act and other laws. For example, the District has an additional obligation to prepare an annual summary of expense reimbursements over \$100 and make those available for public disclosure. Cal. Gov't Code §53065.5. Furthermore, compliance with this policy does not relieve the District's Board from meeting the requirements of additional statutes, such as Brown Act requirements for gatherings that constitute meetings of the Board of Directors.

Policy Review

The Board of Directors shall review this policy at least annually at its October Board meeting, and the staff shall prepare a report on its implementation for consideration by the Board as part of the annual review.

Effective Date of Policy

This policy reflects and updates existing District policy and shall take effect immediately upon approval. This policy does not cover every possible circumstance and may be updated periodically with supplements or addenda added between major updates. Such supplements or addenda shall be attached to the policy and distributed to all affected public officials of the District. This policy may also be supplemented by administrative rules or practices, formal and informal, which supply additional details for day-to-day implementation. This policy does not preclude the adoption or encompass every policy adopted by the Board affecting District employees or other District officials.

Draft

EXHIBIT “A”

GIFTS

Limitations

An official may not accept gifts from any single source Interested Party totaling more than \$300 in a calendar year.

Exceptions

The following are not subject to any gift limit and are not required to be disclosed on a statement of economic interests (Form 700):

1. Gifts which you return (unused) to the donor, or for which you reimburse the donor, within 30 days of receipt.
2. Gifts which you donate (unused) to a non-profit, tax-exempt (501(c)(3)) organization or a government agency within 30 days of receipt without claiming a deduction for tax purposes.
3. Gifts from your spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin or the spouse of any such person, unless he or she is acting as an agent or intermediary for another person who is the true source of the gift.
4. Gifts of hospitality involving food, drink or occasional lodging which you receive in an individual’s home when the individual or a member of his or her family is present.
5. Gifts approximately equal in value exchanged between you and another individual on holidays, birthdays, or similar occasions.
6. Informational material provided to assist you in the performance of your official duties, including books, reports, pamphlets, calendars, periodicals, videotapes, or free or discounted admission to informational conferences or seminars.

“Informational material” may also include scale models, pictorial representations, maps, and other such items, provided that if the item’s fair market value is more than \$300, you have the burden of demonstrating that the item is informational. In addition, on-site demonstrations, tours, or inspections designed specifically for public officials are considered informational material, but this exception does not apply to meals or to transportation to the site unless the transportation is not commercially available.

7. A bequest or inheritance.
8. Personalized plaques and trophies with an individual value of less than \$250.
9. Tickets to attend fund raisers for campaign committees or other candidates, and tickets to fundraisers for organizations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

10. Free admission, refreshments, and similar non-cash nominal benefits provided to you at an event at which you give a speech, participate in a panel or seminar, or provide a similar service. Transportation within California, and any necessary lodging and subsistence provided directly in connection with the speech, panel, seminar, or service, are also not considered gifts. For outside of California, see Section 2 of Reportable Payments Not Subject to Limit below.
11. Passes or tickets which provide admission or access to facilities, goods, services, or other benefits (either on a onetime or repeated basis) that you do not use and do not give to another person
12. Gifts provided directly to members of your family unless you receive direct benefit from the gift or you exercise discretion and control over the use or disposition of the gift. (Note: In most cases, the full amount of a gift made to you and your spouse must be counted for purposes of disclosure and the gift limits. However, see the discussion below.)
13. Gifts provided to the District. This may include passes or tickets to facilities, goods, or services, travel payments, and other benefits. However, certain conditions must be met before a gift received by an official through his or her agency would not be considered a gift to the official. Contact the California Fair Political Practices Commission (“FPPC”) for detailed information.
14. Generally, payments made by a third party to co-sponsor an event that is principally legislative, governmental or charitable in nature. Payments made by a single source totaling \$5,000 or more in a calendar year for this type of event must be reported if the payments are made at the behest of (at the request of, or in consultation or coordination with) an elected official. The report must be made to the elected official’s agency, and then forwarded to the office that maintains the elected official’s campaign disclosure statements.
15. Food, shelter, or similar assistance received in connection with a disaster relief program. The benefits must be received from a governmental agency or charity (501 (c)(3)) and must be available to the general public.

Reportable Gifts Not Subject to Limits

The following exceptions are also applicable to gifts, but you may be required to report these items on a statement of economic interests and they can subject you to disqualification:

1. Certain payments for transportation, lodging, and subsistence are not subject to gift limits but may be reportable. Travel payments are discussed below.
2. Wedding gifts are not subject to the gift limit but are reportable. For purposes of valuing wedding gifts, one-half of the value of each gift is attributable to each spouse, unless the gift is intended exclusively for the use and enjoyment of one spouse, in which case the entire value of the gift is attributable to that individual.
3. A prize or award received in a bona fide competition not related to your official status is not subject to the gift limit, but must be reported as income if the value of the prize or award is \$250 or more.

4. Passes or tickets which provide admission or access to facilities, goods, services, or other benefits are reportable and subject to the gift limit if you use them or give them to another person.
 - The value of a pass or ticket which provides one-time admission is the face value of the pass or ticket, or the price which would be offered to the general public.
 - The value of a pass or ticket which provides repeated admission or access to facilities, goods, services, or other benefits is the fair market value of your actual use of the pass or ticket, including guests who accompany you and who are admitted with the pass or ticket, plus the fair market value of any possible use by any person to whom you transfer the privilege or use of the pass or tickets.

HONORARIA

The Prohibition

An official may not accept honoraria payments.

What is an “Honorarium”?

An “honorarium” is any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering.

A “speech given” means a public address, oration, or other form of oral presentation, including participation on a panel, seminar, or debate.

An “article published” means a nonfictional written work: 1) that is produced in connection with any activity other than the practice of a bona fide business, trade, or profession; and 2) that is published in a periodical, journal, newspaper, newsletter, magazine, pamphlet, or similar publication.

“Attendance” means being present during, making an appearance at, or serving as host or master of ceremonies for any public or private conference, convention, meeting, social event, meal, or like gathering.

Exceptions

There are certain exceptions to the prohibition on honoraria. The payments described below are not prohibited and are not required to be disclosed on a statement of economic interests (Form 700):

1. An honorarium which you return (unused) to the donor or the donor’s agent or intermediary within 30 days.
2. An honorarium which is delivered to your government agency within 30 days for donation to the agency’s general fund or equivalent account for which you do not claim a deduction for income tax purposes.

3. A payment which is not delivered to you but is made directly to a bona fide charitable, educational, civic, religious, or similar tax-exempt, non-profit organization. However:
 - You may not make the donation a condition for your speech, article, or attendance;
 - You may not claim the donation as a deduction for income tax purposes;
 - You may not be identified to the non-profit organization in connection with the donation; and
 - The donation may have no reasonably foreseeable financial effect on you or on any member of your immediate family.
4. A payment received from your spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person. However, a payment which would be considered an honorarium is prohibited if one of these persons is acting as an agent or intermediary for someone else.
5. Items 6, 8, and 10 under Exceptions to the definition of gift indicated on pages 1 and 2 hereof.

Honoraria Exceptions Which May Be Reportable

The following payments are not considered “honoraria” but may be reportable and can subject a public official to disqualification:

1. Payments received for a comedic, dramatic, musical, or other similar artistic performance, and payments received for the publication of books, plays, or screenplays. However, such payments are reportable income.
2. Income earned for your personal services if the services are provided in connection with a bona fide business, trade, or profession such as teaching, practicing law, medicine, insurance, real estate, banking, or building contracting and the services are customarily provided in connection with the business, trade, or profession.

This exception does not apply if the sole or predominant activity of the business, trade, or profession is making speeches. In addition, you must meet certain criteria to establish that you are practicing a bona fide business, trade, or profession (such as maintenance of business records, licensure, proof of teaching post) before a payment received for personal services which may meet the definition of honorarium would be considered earned income and not an honorarium.

Earned income is required to be reported. Contact the FPPC for detailed information.

3. Free admission, food, beverages, and other non-cash nominal benefits provided to you at any public or private conference, convention, meeting, social event, meal, or similar gathering, whether or not you provide any substantive service at the event. Although these items are not considered honoraria, they may be reportable gifts and subject to the gift limit.
4. Certain payments for transportation, lodging, and subsistence are not considered honoraria, but may be reportable and subject to the gift limit. Travel payments are discussed below.

Travel Payments

There are certain exceptions to the gift limit and honoraria prohibition for certain types of travel payments.

The term “travel payment” includes payments, advances, or reimbursements for travel, including actual transportation and related lodging and subsistence.

Exceptions Not Subject to Limits or Reporting

The following types of travel payments are not subject to any limit and are not reportable on a statement of economic interests:

1. Transportation within California provided to you directly in connection with an event at which you give a speech, participate in a panel or seminar, or provide a similar service.
2. Free admission, refreshments, and similar non-cash nominal benefits provided to you during the entire event (inside or outside California) at which you give a speech, participate in a panel or seminar, or provide a similar service.
3. Necessary lodging and subsistence (inside or outside California), including meals and beverages, provided to you directly in connection with an event at which you give a speech, participate in a panel or seminar, or provide a similar service. However, in most cases, the exclusion for meals and beverages is limited to those provided on the day of the activity.
4. Travel payments provided to you by the District or by any state, local, or federal government agency which would be considered income and not a gift (i.e., payments for which you provide equal or greater consideration).
5. Reimbursements for travel expenses provided to you by a bona fide non-profit, tax-exempt (501(c)(3)) entity for which you provide equal or greater consideration.
6. Travel payments provided to you directly in connection with campaign activities. However, these payments must be reported in accordance with the campaign disclosure provisions of the Act.
7. Any payment which is excluded from the definition of “gift” as described earlier in this fact sheet.

Reportable Payments Not Subject to Limit

The following travel payments are not subject to the gift limit but may be reportable on a statement of economic interests (Form 700, Schedule F):

1. Travel which is reasonably necessary in connection with a bona fide business, trade, or profession, and which satisfies the criteria for federal income tax deductions for business expenses specified in Sections 162 and 274 of the Internal Revenue Code. For reporting purposes, these travel payments would be considered part of the salary, wages, and other income received from the business entity and would be reported on Schedule C of Form 700.

2. Travel within the United States which is reasonably related to a legislative or governmental purpose or to an issue of state, national, or international public policy in connection with an event at which you give a speech, participate in a panel or seminar or provide a similar service. Lodging and subsistence expenses in this case are limited to the day immediately preceding, the day of, and the day immediately following the speech, panel, or other service.

Note that this exception is different than travel payments described earlier. Under the circumstances described in this paragraph, transportation outside California but within the United States is not subject to the \$300 gift limit but is reportable and can subject a public official to disqualification. On the other hand, transportation inside California in connection with a speech is neither limited nor reportable.

In addition, the lodging and subsistence payments described in this paragraph can be provided both the day before and the day after a speech without being subject to the \$300 limit. However, lodging and subsistence payments *are reportable* unless they are received directly in connection with the event.

3. Travel not in connection with giving a speech, participating in a panel, or seminar or providing a similar service but which is reasonably related to a legislative or governmental purpose or to an issue of state, national, or international public policy and which is provided by:
 - A government, governmental agency, foreign government, or government authority;
 - A bona fide public or private educational institution defined in Section 203 of the Revenue and Taxation Code;
 - A nonprofit organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code; or
 - A foreign organization that substantially satisfies the requirements for tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

7.1 DISTRICT CREDIT CARDS

7.10 Policies

~~The District may issue credit cards to certain employees authorized to make purchases on behalf of the District for necessary District purposes. Use of District-issued credit cards is subject to the following:~~

~~1. In no event shall a District-issued credit card be used for personal expenditures, even if the intent at the time of credit card use is to reimburse the District and the expenditure is subsequently reimbursed;~~

~~2. The person in possession of a District-issued credit card is responsible for receiving, printing, retaining, and submitting to the Accounting Specialist all receipts related to purchases made on the District-issued credit card; receipts must be annotated to state the business purpose of the purchase; for purchases at restaurants, the documentation must include the restaurant receipt as well as the credit card receipt and the names of parties for whom any meals were paid;~~

~~3. Receipts documenting expenses incurred on District credit cards and compliance with this Policy must be submitted to the Accounting Specialist within five (5) business days of the purchase to enable District staff to verify charges on the credit card monthly statement;~~

~~4. All credit card expenses must be submitted on an expense report form provided by the District and submitted to the Accounting Specialist within thirty (30) days of an expense being incurred; the form must comply with the District's policies related to expenses and use of public resources; the form must also document that the expense in question met the requirements of this Policy;~~

~~5. Inability to provide such documentation in a timely fashion may result in the expense being borne by the employee or official;~~

~~6. All credit card receipts and statements shall be kept in accordance with the District's records retention policy;~~

~~Audits of credit card expenditures and of all supporting documents required by this Policy shall be conducted monthly by a rotating Director designated by the President to serve for 3 months at a time in consultation with counsel and/or an outside CPA.~~

The District may issue credit cards to certain employees authorized to make purchases on behalf of the District for necessary District purposes. Use of District-issued credit cards must be in compliance with the District's Credit Card Use Policy and is subject to the following:

1. In no event shall a District-issued credit card be used for personal expenditures, even if the intent at the time of credit card use is to reimburse the District and the expenditure is subsequently reimbursed;

2. The person in possession of a District-issued credit card is responsible for receiving, printing, retaining, and submitting to the District all receipts related to purchases made on the District-issued credit card; receipts must be annotated to state the business purpose of the purchase; for purchases at restaurants, the documentation must include the restaurant receipt as well as the credit card receipt and the names of parties for whom any meals were paid;

3. Receipts documenting expenses incurred on District credit cards in compliance with this policy must be submitted to the District's Accounting Supervisor within five business days of the purchase or travel to enable District staff to verify charges on the credit card monthly statement;
4. All credit card expenses must be submitted on an expense report form provided by the District and submitted within 30 days of an expense being incurred; the form must comply with the District's policies related to expenses and use of public resources; the form must also document that the expense in question met the requirements of this policy;
5. Inability to provide such documentation in a timely fashion may result in the expense being borne by the employee or official;
6. All credit card receipts and statements shall be kept in accordance with the District's records retention policy; and
7. Audits of credit card expenditures and of all supporting documents required by this policy shall be conducted monthly by a rotating Director designated by the President of the Board to serve for 6 months at a time in consultation with counsel and/or an outside CPA.

8.7.

Authorized Cardholders:

Individual District credit cards shall be issued only to the following positions:

- | | |
|--|--|
| 1. General Manager | (\$10,000 Credit Limit) |
| 2. Finance Department Maintenance Manager | (\$ 5,000 3,500 Credit Limit) |
| 3. Water Resources Manager | (\$ 3,500 Credit Limit) |
| 3. Ethics & Compliance Officer | (\$3,500 Credit Limit) |

1. For the General Manager:

- The credit card authorization limits shall not override but shall remain subject to limitations concerning non-competitive and competitive procurements of equipment, goods and services as set forth in Panoche Water District policies or applicable laws; .
- In the event that any single event or matter is over \$10,000 in charges, including an event or matter for which no single charge is over \$10,000, but combined total charges are over \$5,000, the applicable cardholder shall within 5 business days provide the Director then designated to review credit card records with supporting documentation and information on the charge(s).

2. The District working with counsel, an outside CPA or the District's Ethics & Compliance Officer after training by such counsel, outside CPA or other qualified outside party shall provide training, prior to issuance of a credit card and on an annual basis thereafter, to all employees authorized to use District credit cards on proper District expenditures and types of expenditures for which District credit card use is unauthorized.

~~The District, working with counsel and/or an outside CPA, shall provide training, prior to issuance of a credit card and on an annual basis thereafter, to all employees authorized to use District credit cards on proper District expenditures and types of expenditures for which District credit card use is unauthorized.~~

Policy Review:

The Board of Directors shall review this Policy at least annually ~~at its October Board meeting~~; staff shall prepare a report on its implementation for consideration by the Board as part of the annual review.

Policy Violations:

Under state law, use of public resources or falsifying expense reports in violation of this Policy, may result in any or all of the following:

1. Loss of reimbursement and credit card use privileges;
2. Demand for restitution to the District;
3. The District's reporting the expenses as income to the director, official, or employee to state and federal tax authorities;
4. Civil penalties of up to \$1,000 per day and three times the value of the resources used;
5. Prosecution for misuse of public resources; and
6. Discipline in accordance with District policy and procedures, including termination of employment.

7.20 Procedures

Within two weeks of the credit card statements receipt by the District, a credit card packet will be provided by the Accounting Supervisor to the designated board member for review. [For purposes of consistency and understanding, the President shall assign the responsible Director, with the expectation that the same board member shall serve for such review for a ~~three-six (63)~~ month period, ~~which may be extended to six (6) months~~ by agreement of the President and the assigned Director.]

The credit card packet will include each employee's expense report form and all credit card statements for each issued employee. Each statement shall have attached to it the original receipt marked on its face the purpose of the charged item(s) and any person involved (e.g., meals) with such specificity that it is clear as to the connection between District business and the charge. For those charges that cannot simply fit on the receipt, the receipts should be attached to a page that has additional information, which could be the employee's expense report. The receipts should be attached to the invoice in the same order as shown on the statement. In the event a receipt is not attached, there needs to be an explanation and some substitute form of receipt that is not created by the employee but third party generated. If no receipt is available, because it was lost or for some other reason, there needs to be provided some other verification of such charge(s) legitimacy, which the reviewing board member finds reasonably acceptable. Repeated lack of receipts by a single employee over any two (2) month period shall subject that employee to disciplinary action. If no receipt evidence is provided or the item is a personal expense, the employee will be charged such amount and be subject to

disciplinary action in accordance with District policy. Any such case shall be referred back to the District's General Manager for discipline after consulting with reviewing board member. Except that in the case of the General Manager's violation, the matter shall be subject to board review at the next scheduled board meeting in closed session.

The reviewing board member should conduct his or her review in accordance with the District's ~~specific policy (explain in 7.10 above) regarding credit card usage~~Credit Card Use Policy, regarding credit card usage, but also in accordance with the District's other related policies.

~~but also in accordance with the District's other related policies. If the reviewing Board~~reviewing Board Member has questions on the statement and receipts being reviewed, he or she will first ask staff for clarification and for any additional required documentation. Following each review, the reviewing Board Member will report to the Board at a Board Meeting as part of a standing agenda item. If the reviewing Board Member anticipates that unresolved questions will require Board action, he or she will ask the President to place an action item on the agenda.

[Note: The posting and recording of credit card activity within the general ledger on a monthly basis occurs as follows:

- ~~Credit card holders remit their monthly credit card statements, along with receipts and~~
- ~~other supporting documents as appropriate, to the Accounting Supervisor for review and G/L coding. The Finance Department Head, also a credit card holder, will remit his/her credit card statement, along with receipts and other supporting documents as appropriate, to the General Manager for his review.~~
- ~~Once all the credit card statements and receipts have been reviewed, they are given the Accounting Supervisor to verify that the G/L coding is accurate.~~
- ~~Once satisfied as to the accuracy of the G/L coding, the Finance Department Head~~Accounting Supervisor or the Accounting Specialist will generate an ACH payment from the bank account to pay the monthly credit card bill.
-
- ~~As noted previously, a member of the Board of Directors will review monthly credit card charges to evaluate compliance with the credit card policy. Additionally, any compliance will be brought to the attention of the Board during its meetings. Further, the monthly credit card payments are included in the list of monthly disbursements that are reviewed by the Board as part of the monthly Board meetings.~~

~~As noted previously, a member of the Board of Directors will review monthly credit card charges to evaluate compliance with the credit card policy. Additionally, any compliance will be brought to the attention of the Board during its meetings. Further, the monthly credit card payments are included in the list of monthly disbursements that are reviewed by the Board as part of the monthly Board meetings.]~~

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4.1 PROCUREMENT: NON-GRANT-RELATED PURCHASES

4.10 Policies

Purchase Orders (PO’s) will be required for all District expenditures, except as related to payroll and payroll-related expenditures; expenditures under contracts / agreements; and water purchases.

PO’s are securely stored in the locked PO safe within the District’s main office.

Only the Accounting Supervisor and the ~~Finance Department Head~~Accounting Specialist are authorized to access and distribute PO’s. In the absence of the Accounting Supervisor and the Accounting Specialist, the Water Master will be authorized to access and distribute PO’s.

PO’s will only be issued in accordance with approved thresholds (discussed in Section 4.20 below).

4.20 Procedures

Safeguarding

PO’s are safeguarded by Accounting Supervisor and the ~~Accounting Specialist~~Finance Department Head, as they monitor access to PO’s, which are stored in the PO safe in the main office.

There will be a Tracking Sheet kept with the PO’s in the PO safe. If the ~~Finance Department Head~~or the Accounting Supervisor check out a series of PO’s to be distributed from their office, a tracking sheet will be kept for those PO’s in the respective office as well.

The following pieces of information are required to be documented on the Tracking Sheet:

- PO Number
- PO Date
- Department Supervisor that the PO was given to
- For PO amounts between \$3,500 and \$15,000, the log shall include an explanation of how the product will be purchased.

PO Preparation

At the time that a Designated Supervisor/~~Foreman~~ requests a PO to be issued, the Accounting Supervisor or the ~~Finance Department Head~~Accounting Specialist will complete the PO, and will request that the respective Designated Supervisor/~~Foreman~~ provide the estimated cost or cost quote for inclusion within the PO.

Designated Supervisor/~~Foremen~~

~~The following are the~~ Only the Department Heads/Supervisors are authorized purchasers for the District.:

• Water Resources Department Head	• Chemical Application Department Head
• Finance Department Head	• Asset Maintenance Department Head

• Human Resources & Risk Department Head	• Equipment Operations Department Head
	• SJRIP Foreman

Draft

PO Tracking

The Accounting Supervisor and the ~~Finance Department Head~~ Accounting Specialist may check out PO's from the vault safe, provide for secure storage in their office, and they may distribute them for their respective offices. In such instances, they are responsible to monitor their usage of PO's, and to reconcile back to the PO tracking sheet on a periodic basis to verify that all PO's are accounted for.

Approval Thresholds

All PO's require approval by a member of management at an appropriate level. The matrix below details those that are allowed to approve PO's at their various value thresholds:

\$ Purchase Amount	Designated Supervisor +	General Manager	Board of Directors
Less than \$3,500	X	X	X
\$3,500 - \$5,000		X	X
\$5,000 - \$15,000		X	X
More than \$15,000			X

PO Routing

PO's are issued in carbon-copy triplicate form. The following are a description of the triplicate sheets, as well as who/where are delivered to and/or maintained:

Color	Delivered To	Delivered To
White (original)	Vendor	Used to fulfill District order
Yellow (copy)	Accounting Supervisor	Retained in AP Files for matching to invoice
Pink (copy)	Water Resources	Retained in grant or operations files for grant or

BACK

PANOCHÉ WATER DISTRICT				
ACCOUNTS PAYABLE LIST				
PAYMENTS RUN FROM 3/15/2023 THRU 4/18/2023				
MECHANICS O & M CHECKING # 8566				
DATE	CHECK NUMBER	NAME	CHECK AMOUNT	MEMO
3/15/2023	41006	ISOLVED BENEFIT SERVICES	\$ 596.18	COBRA ADMINISTRATION 23/24
3/15/2023	41007	MIGUEL GONZALEZ	\$ 55.93	ICE FOR WATER SAMPLES - GBP
3/27/2023	41008	ACWA	\$ 815.00	ACWA SPRING CONFERENCE - BEAU CORREIA
3/27/2023	41009	APPL, INC.	\$ 1,920.00	WATER SAMPLES - DMC WELLS, IRRIGATION WATER & GBP
3/27/2023	41010	BRENNTAG PACIFIC, INC.	\$ 1,162.57	5 DRUMS CHLORINE - DOMESTIC PLANT
3/27/2023	41011	BRYANT L. JOLLEY	\$ 450.00	ACCOUNTING SERVICES - JANUARY 2023
3/27/2023	41012	BEAU CORREIA	\$ 1,060.66	REIMBURSEMENT FOR LODGING FOR ACWA CONFERENCE
3/27/2023	41013	EMPLOYERS CHOICE	\$ 2,207.70	CLEANING CANALS & DMC WELLS
3/27/2023	41014	FEDERAL EXPRESS	\$ 395.03	SHIPPING FOR WATER SAMPLES - GBP & SHIPPING FOR PWD
3/27/2023	41015	CORELOGIC INFORMATION SOLUTIONS	\$ 200.00	APN RESEARCH FEBRUARY 2023
3/27/2023	41016	FRESNO COUNTY TAX COLLECTOR	\$ 230.34	PROPERTY TAX - OFFICE & DISTRICT HOUSES
3/27/2023	41017	HALLMARK GROUP	\$ 393.75	CONSULTANT - JANUARY & FEBRUARY 2023
3/27/2023	41018	HOFFMAN SECURITY	\$ 347.40	DISTRICT SECURITY SERVICE - APRIL 2023
3/27/2023	41019	ARNOLD JORGE	\$ 28.25	LUNCH REIMBURSEMENT FOR 2 DAY ACWA TRAINING IN TULARE
3/27/2023	41020	LOOPUP	\$ 61.10	CONFERENCE LINE - FEBRUARY 2023
3/27/2023	41021	RAFAEL MARQUEZ	\$ 28.61	LUNCH REIMBURSEMENT FOR 2 DAY ACWA TRAINING IN TULARE
3/27/2023	41022	NAPA AUTO PARTS	\$ 287.43	NAPA AUTO PARTS # 48 & SHOP SUPPLIES
3/27/2023	41023	OFFICE CITY	\$ 226.75	COPY PAPER
3/27/2023	41024	SAVEMART SUPERMARKET	\$ 494.02	OFFICE SNACKS
3/27/2023	41025	UNWIRED BROADBAND, INC.	\$ 549.99	INTERNET SERVICES - APRIL 2023
3/27/2023	41026	WESTAIR GASES & EQUIPMENT, INC.	\$ 321.56	OXYGEN & ACETYLENE FOR SHOP
3/27/2023	41027	JOSEPH WESTBROOK	\$ 27.87	LUNCH REIMBURSEMENT FOR 2 DAY ACWA TRAINING IN TULARE
3/27/2023	41028	WEST STANISLAUS IRRIGATION DISTRICT	\$ 1,125,000.00	WATER TRANSFER PURCHASE WY2023-2024 7,500 AF 1ST INSTALLMENT OF 5
3/27/2023	41029	WESTSIDE WATER	\$ 22,263.00	POTABLE WATER, REPAIR PROBES & LEVEL CONTROL, TURBIDITY REPAIRS, DROUGHT REPORT, WATER BACTERIA TESTING & WEEKLY CHECKS FOR THE DOMESTIC PLANT
3/27/2023	41030	WINDECKER INC.	\$ 5,757.39	1,300 GALLONS UNLEADED @ \$ 4.43
3/27/2023	41031	XIO, INC.	\$ 94.00	FEBRUARY 2023 CLOUD BASED MONITORING SERVICE - DOMESTIC SYSTEM
3/27/2023	41032	YOUNG'S AIR CONDITIONING	\$ 82.00	CHECK HEATER - HOUSE #5
3/27/2023	41033	ACWA	\$ 815.00	ACWA SPRING CONFERENCE - GENERAL MANAGER
3/27/2023	41034	JESUS FARIAS MENDOZA	\$ 28.61	LUNCH REIMBURSEMENT FOR 2 DAY ACWA TRAINING IN TULARE
3/29/2023	41035	BEAU CORREIA	\$ 492.56	MILEAGE REIMBURSEMENT FOR ACWA CONFERENCE
3/29/2023	41036	CHICAGO TITLE COMPANY	\$ 950.00	RESEARCH APN'S FOR CONDITION OF TITLE REPORT
4/6/2023	41037	VOID	\$ -	VOID
4/6/2023	41038	JAMES HURLEY	\$ 78.46	VACATION INCONVENIENCE FEE
4/11/2023	41039	ACWA	\$ 23,761.10	1ST QTR 2023 WORKERS COMPENSATION
4/11/2023	41040	ACWA/JPIA	\$ 35,935.33	MAY 2023 INSURANCE - HEALTH \$ 32,935.14, DENTAL \$ 2,459.91, VISION \$ 426.88 & LIFE \$ 113.40
4/11/2023	41041	FEDERAL EXPRESS	\$ 603.42	GBP WATER SAMPLE SHIPPING & PWD SHIPPING
4/11/2023	41042	FRONTIER COMMUNICATIONS	\$ 453.67	MARCH 2023 TELEPHONE SERVICE
4/11/2023	41043	GILTON SOLID WASTE MANAGEMENT	\$ 405.22	MARCH 2023 WASTE DISPOSAL SERVICE
4/11/2023	41044	MCGUIRE BOTTLED WATER	\$ 167.20	MARCH 2023 DRINKING WATER SERVICE
4/11/2023	41045	PACIFIC GAS & ELECTRIC	\$ 46,028.47	FEBRUARY & MARCH 2023 ELECTRICAL SERVICE
4/11/2023	41046	PITNEY BOWES	\$ 489.85	POSTAGE METER LEASE
4/11/2023	41047	PURCHASE POWER	\$ 320.99	POSTAGE REFILL

DATE	CHECK NUMBER	NAME	AMOUNT	MEMO
4/11/2023	41048	RAIN FOR RENT	\$ 2,233.71	PICKUP 10 INCH MAINLINE
4/11/2023	41049	VERIZON WIRELESS	\$ 888.84	MARCH 2023 CELL PHONE SERVICE
4/11/2023	41050	THE WATER AGENCY, INC.	\$ 67,500.00	COMMISSION ON 7,500 AF WATER TRANSFER
4/11/2023	41051	XEROX FINANCIAL SERVICES	\$ 1,226.62	COPIER LEASE
4/18/2023	41052	APPL, INC.	\$ 30.00	GBP WATER SAMPLES
4/18/2023	41053	APEX ANNEX HEALTH CENTER, INC.	\$ 660.00	FIT TEST (4) EMPLOYEES
4/18/2023	41054	AARON BARCELLOD	\$ 500.00	DIRECTOR STIPEND
4/18/2023	41055	BEDROCK ENGINEERING	\$ 1,188.50	MARCH 2023 RESEARCH IF APN'S HAVE PWD EASEMENTS OR ROWS
4/18/2023	41056	JUSTIN'S TIRE AND AUTO	\$ 302.92	REPAIR # 11A, # 06B & # 18A
4/18/2023	41057	BRYANT L. JOLLEY	\$ 600.00	MARCH 2023 WORK ON BUDGET
4/18/2023	41058	EDWARD NEILL CALLIS	\$ 500.00	DIRECTOR STIPEND
4/18/2023	41059	CENTRAL DELTA-MENDOTA GSA	\$ 3,700.00	FY23/24 MEMBERSHIP CONTRIBUTION
4/18/2023	41060	BEAU CORREIA	\$ 500.00	DIRECTOR STIPEND
4/18/2023	41061	STEVE FAUSONE	\$ 500.00	DIRECTOR STIPEND
4/18/2023	41062	HCL MACHINE WORKS, INC.	\$ 169.84	WELDING WIRE FOR SHOP
4/18/2023	41063	HOME DEPOT CREDIT SERVICES	\$ 831.65	PARTS FOR # SJ14B, RUSSELL DITCH, BREAKROOM DOORKNOB & MISC SUPPLIES
4/18/2023	41064	LIGHTHOUSE SERVICES, LLC	\$ 308.00	ANNUAL FEE FOR COMPLIANCE HOTLINE
4/18/2023	41065	FERRELLGAS	\$ 205.37	PROPANE SHOP TANK
4/18/2023	41066	MC REGIONAL WASTE MANAGEMENT AUTHORITY	\$ 41.74	DISPOSAL OF YARD WASTE
4/18/2023	41067	NAPA AUTO PARTS	\$ 555.12	PARTS FOR # 91A, RIDING LAWNMOWER & SHOP SUPPLIES
4/18/2023	41068	N & S TRACTOR	\$ 208.22	PART FOR # 48
4/18/2023	41069	NUTRIEN AG SOLUTIONS, INC.	\$ 29,119.44	500 GALS AQUANEAT @ \$ 27.26 PER GALLON & 250 GALS CAPSTONE @ 61.96 PER GALLON
4/18/2023	41070	STOCKING & COZZI INSURANCE	\$ 851.00	FIDELITY & SURETY BOND - ERISSA BOND 23/24
4/18/2023	41071	THARP'S FARM SUPPLY	\$ 259.41	MATERIALS FOR WASH RACK
4/18/2023	41072	THOMASON TRACTOR	\$ 874.50	DIAGNOS & REPAIR # 91A
4/18/2023	41073	TIREHUB, LLC	\$ 778.67	TIRES FOR # 18A
4/18/2023	41074	VALLEY IRON INC.	\$ 2,557.76	IRON FOR WEIRS & STRUCTURES
4/18/2023	41075	WATER RECLAMATION EQUIPMENT	\$ 3,027.47	CHECK ELECTRICAL T-3, PARTS FOR TURNOUT # 77 & REPAIRS TO DOMESTIC PLANT RAWLINE
4/18/2023	41076	WAYNE WESTERN JR.	\$ 500.00	DIRECTOR STIPEND
4/18/2023	41077	WEST STANISLAUS IRRIGATION DISTRICT	\$ 281,250.00	WATER TRANSFER PURCHASE WY2023-2024 7,500 AF 2ND INSTALLMENT OF 5
4/18/2023	41078	WINDECKER INC.	\$ 6,466.30	5 GALS HYDRAULIC OIL, CLEANING SOLUTION FOR WASH RACK & 1,500 GALS UNLEADED @ \$ 4.09
4/18/2023	41079	XIO, INC.	\$ 94.00	CLOUD BASED MONITORING SERVICE - DOMESTIC SYSTEM
3/10/2023	W000000838	SLDM WATER AUTHORITY	\$ 218,800.00	LOS VAQUEROS EXPANSION PROJECT
3/15/2023	W000000839	U.S. BUREAU OF RECLAMATION	\$ 121,353.17	FEBRUARY 2023 USBR WATER COSTS SLC \$ 16,961.41 & DMC \$ 11,739.75, RESTORATION WATER COST FOR SLC \$ 2,945.00 & DMC \$ 4,466.11, MARCH 2023 USBR WATER COSTS SLC \$ 83,465.40 & DMC \$ 1,775.50
3/15/2023	W000000840	SLDM WATER AUTHORITY	\$ 16,180.14	FEBRUARY 2023 SLDMWA CONVEYANCE COST SLC \$ 3,976.80 & DMC \$ 12,203.34
3/15/2023	W000000841	SAGE SOFTWARE INC.	\$ 9,316.00	ANNUAL SAGE SERVICE CONTRACT
3/15/2023	W000000842	PAI SERVICES, LLC	\$ 114.71	FEBRUARY 2023 SAGE TIME SUPPORT
3/15/2023	JE-8	TRANSFER FUNDS FOR PAYROLL	\$ 70,000.00	PAYROLL DATED 3/20/2023
3/30/2023	W000000843	SLDM WATER AUTHORITY	\$ 49,825.55	FY24 1ST INSTALL MEMBERSHIP DUES
3/31/2023	W000000844	WESTAMERICA VISA	\$ 2,909.83	SADDLE METER FOR TO#22, SUPPLIES FOR OFFICE & DISTRICT, COOLERS FOR OUTSIDE EMPLOYEES-IPP COMPLIANCE, SAFETY MEETING LUNCH-PAID WITH WELLNESS GRANT, BUSINESS LUNCHESES, FUEL, GO TO MEETING - REMOTE CONNECTION, LODGING FOR FAMILY FARM ALLIANCE CONFERENCE, PARTS FOR #18, DISTRICT EMAILS & AMAZON PRIME MEMBERSHIP
4/3/2023	JE-21	TRANSFER FUNDS FOR PAYROLL	\$ 80,000.00	PAYROLL DATED 4/5/2023
4/6/2023	W000000845	WELTY WEAVER & CURRIE	\$ 5,637.50	
			\$ 2,258,152.39	

MECHANICS PAYROLL CHECKING # 7895				
DATE	CHECK NUMBER	NAME		MEMO
3/16/2023	PR-1469	NET PAYROLL	\$ 49,963.72	PAYROLL DATED 3/20/2023
3/16/2023	JE-10	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 3,078.02	STATE PAYROLL TAX DEPOSIT
3/16/2023	JE-11	INTERNAL REVENUE SERVICE	\$ 18,472.56	FEDERAL PAYROLL TAX DEPOSIT
3/16/2023	JE-12	JOHN HANCOCK	\$ 8,867.00	401K RETIREMENT
3/28/2023	3230	PRINCIPAL LIFE INSURANCE COMPANY	\$ 631.70	EMPLOYEE PAID INSURANCE
4/4/2023	JE-22	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 2,686.94	STATE PAYROLL TAX DEPOSIT
4/4/2023	JE-23	INTERNAL REVENUE SERVICE	\$ 16,076.42	FEDERAL PAYROLL TAX DEPOSIT
4/4/2023	JE-24	JOHN HANCOCK	\$ 7,958.72	401K RETIREMENT
4/4/2023	PR-1470	NET PAYROLL	\$ 45,851.87	PAYROLL DATED 4/5/2023
4/6/2023	JE-26	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 108.27	STATE PAYROLL TAX DEPOSIT
4/6/2023	JE-27	INTERNAL REVENUE SERVICE	\$ 292.68	FEDERAL PAYROLL TAX DEPOSIT
4/6/2023	PR-1471	JOHN HANCOCK	\$ 493.13	401K RETIREMENT
			\$ 154,481.03	

BACK

PANOCHÉ WATER DISTRICT					
FYE 2023 BUDGET (March 1, 2022 - February 28, 2023) - Adopted Feb 22, 2022					
Reporting thru April 17, 2023		Budget	Actual	REMAINING BALANCE	
Operating Revenues					
1	Supplemental Water	\$ 10,362,366	\$ 9,332,834	\$ 1,029,532	90%
2	Operations & Maintenance	\$ 5,861,058	\$ 4,485,906	\$ 1,375,152	77%
3	Fresno/Merced Counties - 2021 CVP Bond	\$ 1,509,263	\$ 1,371,976	\$ 137,287	91%
4	Labor Reimbursements	\$ 583,740	\$ 212,319	\$ 371,421	36%
5	Other Revenues	\$ 250,000	\$ 519,302	\$ (269,302)	208%
6	Reimbursed Expenses	\$ 200,000	\$ 392,503	\$ (192,503)	196%
7	Domestic Water Treatment Plant	\$ 140,000	\$ 144,864	\$ (4,864)	103%
8	Sustainable Groundwater Management ¹	\$ 46,497	\$ 46,726	\$ (229)	100%
9	CVP AG Water Contract	\$ -	\$ 159,600	\$ (159,600)	0%
Total Revenue		\$ 18,952,924	\$ 16,666,030	\$ 2,286,894	88%
Operating Expenses					
Water		Budget	Actual	REMAINING BALANCE	
10	Supplemental Water	\$ 10,362,366	\$ 8,782,919	\$ 1,579,447	85%
11	Planning & Engineering	\$ 150,000	\$ 149,638	\$ 362	100%
12	CVP Water Contract	\$ -	\$ 86,378	\$ (86,378)	
		\$ 10,512,366	\$ 9,018,935	\$ 1,493,432	86%
Administration					
13	2021 CVP Bond	\$ 928,866	\$ 930,566	\$ (1,700)	100%
14	Legal	\$ 600,000	\$ 209,125	\$ 390,875	35%
15	2021 CVP Bond Assessment Refund	\$ 580,397	\$ -	\$ 580,397	0%
16	Salaries and Wages	\$ 569,425	\$ 491,866	\$ 77,559	86%
17	Employees' Benefits	\$ 202,961	\$ 173,325	\$ 29,636	85%
18	SLDMWA Activity Agreements	\$ 186,146	\$ 178,220	\$ 7,926	96%
19	SLDMWA DHCCP Bond Payment	\$ 148,592	\$ 44,876	\$ 103,716	30%
20	Directors' Benefits	\$ 138,352	\$ 74,519	\$ 63,833	54%
21	Insurance	\$ 127,750	\$ 90,889	\$ 36,861	71%
22	SWRCB Water Rights Fee	\$ 125,000	\$ 124,262	\$ 738	99%
23	Other Supplies & Services	\$ 105,000	\$ 115,049	\$ (10,049)	110%
24	Payroll Burden	\$ 68,642	\$ 79,353	\$ (10,711)	116%
25	Professional Services	\$ 60,000	\$ 83,905	\$ (23,905)	140%
26	Annual Audits	\$ 50,000	\$ 47,650	\$ 2,350	95%
27	Central Delta-Mendota Region SGMA ¹	\$ 46,497	\$ 14,893	\$ 31,604	32%
28	Communications	\$ 45,000	\$ 5,754	\$ 39,246	13%
29	Conferences and Trainings	\$ 45,000	\$ 32,669	\$ 12,331	73%
30	Utilities	\$ 30,000	\$ 43,110	\$ (13,110)	144%
		\$ 4,057,629	\$ 2,740,031	\$ 1,317,598	68%

March thru February 2023		Budget	Actual	REMAINING BALANCE	
Operations & Maintenance					
31	Energy	\$ 1,440,000	\$ 1,445,909	\$ (5,909)	100%
32	Salaries and Wages	\$ 1,258,610	\$ 789,755	\$ 468,855	63%
33	Employees' Benefits	\$ 431,839	\$ 322,477	\$ 109,362	75%
34	Pumps & Structures Repairs	\$ 250,000	\$ 331,933	\$ (81,933)	133%
35	Payroll Burden	\$ 197,481	\$ 127,714	\$ 69,767	65%
36	Reimbursable Expenses	\$ 200,000	\$ 154,158	\$ 45,842	77%
37	Chemical Application	\$ 170,000	\$ 104,914	\$ 65,086	62%
38	Domestic Water Treatment Plant	\$ 140,000	\$ 200,902	\$ (60,902)	144%
39	Fuel & Oil	\$ 90,000	\$ 214,666	\$ (124,666)	239%
40	Capital Cost - Depreciation	\$ 75,000	\$ -	\$ 75,000	0%
41	Equipment Repairs	\$ 50,000	\$ 74,164	\$ (24,164)	148%
42	Vehicle Repairs & Maintenance	\$ 45,000	\$ 36,237	\$ 8,763	81%
43	Buildings Repairs & Maintenance	\$ 20,000	\$ 39,616	\$ (19,616)	198%
44	Laboratory - Water Testing	\$ 15,000	\$ 18,241	\$ (3,241)	122%
		\$ 4,382,929	\$ 3,860,687	\$ 522,243	88%
Total Expenses		\$ 18,952,924	\$ 15,619,653	\$ 3,333,272	82%
Net Revenue/(Deficit)			\$ 1,046,377		
¹ SGMA Costs historically billed on an pro-rata acreage basis					

PANOCHÉ WATER DISTRICT				
BUDGET TO ACTUAL 3/1/2023 - 2/29/2024				
		Mar-23	Mar-23	Over/
	Budget	Budget	Actual	(Under)
Revenue:				
Supplemental Water	\$ 8,625,643	\$ 7,331,797	\$ 8,626,126	\$ 1,294,329
Operations & Maintenance	\$ 5,784,364	\$ -	-	\$ -
Fresno/Merced Counties - 2021 CVP Bond	\$ 1,303,892	\$ -	-	\$ -
Labor Reimbursements	\$ 350,079	\$ 29,162	-	\$ (29,162)
Other Revenues	\$ 125,416	\$ 11,450	\$ 24,683	\$ 13,233
Reimbursed Expenses	\$ 340,000	\$ 28,322	\$ 918	\$ (27,404)
Domestic Water Treatment Plant	\$ 174,000	\$ 13,050	-	\$ (13,050)
Sustainable Groundwater Management	\$ 4,852	\$ -	-	\$ -
CVP Ag Water Contract	\$ 3,237,300	\$ -	\$ 62,825	\$ 62,825
Total Revenue	\$ 19,945,546	\$ 7,413,781	\$ 8,714,552	\$ 1,300,771
Expenses:				
Water				
Supplemental Water	\$ 8,625,643	-	1,125,000.00	\$ 1,125,000
Planning & Engineering	\$ 57,000	-	-	\$ -
Los Vaqueros Expansion	\$ 224,500	-	215,733.00	\$ 215,733
B F Sisk Expansion	\$ 366,500	\$ -	\$ 1,151	\$ 1,151
Central Delta-Mendota Region SGMA	\$ 4,852	-	\$ (1,568)	\$ (1,568)
CVP AG Water Contract	\$ 3,237,300	-	\$ 85,241	\$ 85,241
	\$ 12,515,795	\$ -	\$ 1,425,557	\$ 1,425,557
Administration				
2021 CVP Bond Payment	\$ 929,978	\$ -	\$ -	\$ -
Legal Costs	\$ 250,000	\$ 20,825	\$ -	\$ (20,825)
2021 CVP Bond Assessment Refund	\$ -	\$ -	\$ -	\$ -
Salaries & Wages	\$ 686,975	\$ 57,225	\$ 53,039	\$ (4,186)
Employees' Benefits	\$ 198,151	\$ 16,506	\$ 17,484	\$ 978
SLDMWA Activity Agreements	\$ 106,863	\$ 53,432	\$ 53,310	\$ (122)
SLDMWA DHCCP Bond Payment	\$ 148,592	\$ -	\$ -	\$ -
Directors' Benefits	\$ 36,000	\$ 2,999	\$ -	\$ (2,999)
Insurance	\$ 95,000	\$ 60,563	\$ 49,352	\$ (11,211)
SWRCB Water Rights Fee	\$ 125,000	\$ -	\$ -	\$ -
Other Supplies & Services	\$ 106,500	\$ 8,871	\$ 33,716	\$ 24,845
Payroll Burden	\$ 85,268	\$ 7,103	\$ 8,123	\$ 1,021
Professional Services	\$ 78,000	\$ 6,497	\$ 1,570	\$ (4,927)
Annual Audits	\$ 40,000	\$ -	\$ -	\$ -
Communications, IT and Software	\$ 45,000	\$ 11,250	\$ 12,130	\$ 880
Conferences and Training Costs	\$ 45,000	\$ 630	\$ -	\$ (630)
Utilities	\$ 45,000	\$ 3,749	\$ 611	\$ (3,138)
	\$ 3,021,327	\$ 249,649	\$ 229,336	\$ (20,313)

Operations & Maintenance				
Energy Costs	\$ 1,795,500	\$ 46,683	\$ -	\$ (46,683)
Salaries and Wages	\$ 915,001	\$ 76,220	\$ 74,568	\$ (1,652)
Employees' Benefits	\$ 325,888	\$ 27,146	\$ 24,145	\$ (3,001)
Pumps & Structures Repairs	\$ 241,000	\$ 20,075	\$ 4,905	\$ (15,170)
Payroll Burden	\$ 153,734	\$ 12,806	\$ 11,218	\$ (1,588)
Reimbursable Expenses	\$ 340,000	\$ 28,322	\$ 3,242	\$ (25,080)
Weed Control	\$ 111,000	-	-	\$ -
Domestic Water Treatment Plant	\$ 174,000	\$ 14,494	\$ 4,183	\$ (10,311)
Fuel & Oil Costs	\$ 145,000	-	-	\$ -
Capital Costs - Depreciation	\$ -	-	-	\$ -
Equipment Repair & Maintenance	\$ 100,000	\$ 8,330	\$ 3,941	\$ (4,389)
Vehicle Repairs & Maintenance	\$ 40,000	\$ 3,332	\$ 1,471	\$ (1,861)
Building Repairs & Maintenance	\$ 50,000	\$ -	\$ 614	\$ 614
Laboratory - Water Testing	\$ 17,300	\$ 2,472	\$ -	\$ (2,472)
	\$ 4,408,423	\$ 239,881	\$ 128,287	\$ (111,594)
Total Expenses	\$ 19,945,546	\$ 489,530	\$ 1,783,180	\$ 1,293,650
Net Income/(Loss)	\$ -	\$ 6,924,251	\$ 6,931,372	\$ 7,121

BACK

PANOCHÉ WATER DISTRICT WATER ACCOUNTING

Month: March, 2023

4/11/2023

Water Supply																			
District Water	Annual	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2024	2024	YTD	Transfers	Not	Stored	Remaining
March, 2023 - Feb, 2024	AF	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Usage	Out	Pumped		Balance	
Grower Transfer Ins	1,500													0				1,500	
PWD Grower Wells f/Crdt	4,000	81												81				3,919	
Gains or Losses	1,100	3												3				1,097	
District Water Total	6,600	84	0	0	0	0	0	0	0	0	0	0	0	84				6,516	
Bureau Water	Annual	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2024	2024	YTD	Transfers	Loss	Stored	Remaining	
March, 2023 - Feb, 2024	AF	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Usage	Out			Balance	
Rescheduled Water	9,757	894												894		(63)		8,800	
2023-2024 80% USBR	75,200													0				75,200	
Transfer 2	3,000													0				3,000	
Transfer 3	4,750													0				4,750	
Transfer 4	7,500													0				7,500	
Transfer 5	4,615													0				4,615	
Grower Transfers In	1,500													0				482	
Bureau Water Total	106,322	894	0	0	0	0	0	0	0	0	0	0	0	894	0	(63)	0	104,347	
Total Water Supply	112,922	978	0	0	0	0	0	0	0	0	0	0	0	978	0	(63)		110,863	
Usage																			
Growers		978												978					
Transfers Out/Sales		0												0					
Total Usage/Transfers		978	0	0	0	0	0	0	0	0	0	0	0	978					
Diff/Losses: % of Supply	%	1%												1%					
Budget to Actual - AF	36,000	899												899				35,101	

* Water Supply Numbers are estimates of known Transfers at this time - Deliveries are Actual *

PANOCHÉ WATER DISTRICT
District Metered Deliveries
WY's 2013 - 2023

WY	Alloc.	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	TOTAL
2013-14	0.1	5,287	6,555	9,080	11,521	11,556	6,690	2,750	1,893	1,600	1,277	2,336	1,918	62,463
2014-15	0	2,087	3,988	7,203	9,414	9,827	6,148	3,266	1,653	549	716	922	2,498	48,271
2015-16	0	3,010	4,041	5,872	7,618	7,348	4,457	2,831	1,884	350	146	0	1,115	38,672
2016-17	0.05	2,995	3,609	5,227	8,922	9,100	6,186	3,026	1,710	501	33	275	535	42,119
2017-18	1	2,828	4,024	7,978	10,908	12,091	7,929	3,879	2,494	1,560	797	1,623	3,653	59,764
2018-19	0.5	1,124	4,173	7,179	9,083	10,419	7,087	3,583	3,069	1,127	84	372	2,435	49,735
2019-20	0.75	2,594	5,237	7,172	10,812	12,273	8,437	3,940	2,708	1,649	88	565	3,968	59,443
2020-21	0.2	2,964	3,657	6,681	9,767	10,140	5,985	3,328	2,695	742	119	211	1,121	47,410
2021-22	0	1,610	2,773	5,082	6,871	6,251	3,953	2,764	1,141	469	85	291	1,668	32,958
2022-23	0	982	2,303	3,839	5,434	5,612	4,165	2,790	1,693	266	89	0	743	27,916
TOTAL	0.29	25,481	40,360	65,313	90,350	94,617	61,037	32,157	20,940	8,813	3,434	6,595	19,654	468,751

Avg/Mo. 2,548 4,036 6,531 9,035 9,462 6,104 3,216 2,094 881 343 660 1,965 46,875

10 Yr. Delivery Average 48,982 AF

WY 23-24 782

**RECLAMATION INCREASES CENTRAL VALLEY PROJECT 2023 WATER SUPPLY ALLOCATIONS
FOR RELEASE: MAR 28, 2023**

Delta Mendota Canal

SACRAMENTO, Calif. – Today, the Bureau of Reclamation announced an increase in Central Valley Project 2023 water supply allocations. After below average precipitation in February, Reclamation announced a conservative [initial water supply allocation for the CVP](#) on Feb. 22. Additional atmospheric river systems have since boosted hydrological conditions and [storage volumes](#), allowing for a more robust water supply allocation.

Since making initial allocations last month, Shasta Reservoir, the cornerstone of the Central Valley Project, has increased from 59% to 81%, and San Luis Reservoir, the largest reservoir south-of-Delta, from 64% to 97%. Record-breaking snowpack conditions currently exist in the Southern Sierra coupled with significant snowpack in the Central Sierra and Northern Sierra/Trinity.

Based on current hydrology and forecasting, Reclamation is announcing the following increases to CVP water supply allocations:

North-of-Delta Contractors

- Irrigation water service and repayment contractors north-of-Delta are increased to 80% from 35% of their contract total.
- Municipal and industrial water service and repayment contractors north-of-Delta are increased to 100% from 75% of their historic use.

South-of-Delta Contractors

- Irrigation water service and repayment contractors south-of-Delta are increased to 80% from 35% of their contract total.
- M&I water service and repayment contractors south-of-Delta are increased to 100% from 75% of their historical use.

Friant Division Contractors

Friant Division contractors' water supply is delivered from Millerton Reservoir on the upper San Joaquin River and categorized by Class 1 and Class 2. The first 800,000 acre-feet of available water supply is considered Class 1; Class 2 is considered the next amount of available water supply up to 1.4 million acre-feet. Class 1 remains at 100% and Class 2 was previously increased from 20% to 70% on March 7.

Friant Dam is currently being operated for flood control purposes; as long as these conditions exist contractors are able to take delivery of all available water from Friant Dam to the maximum extent of their respective contracts.

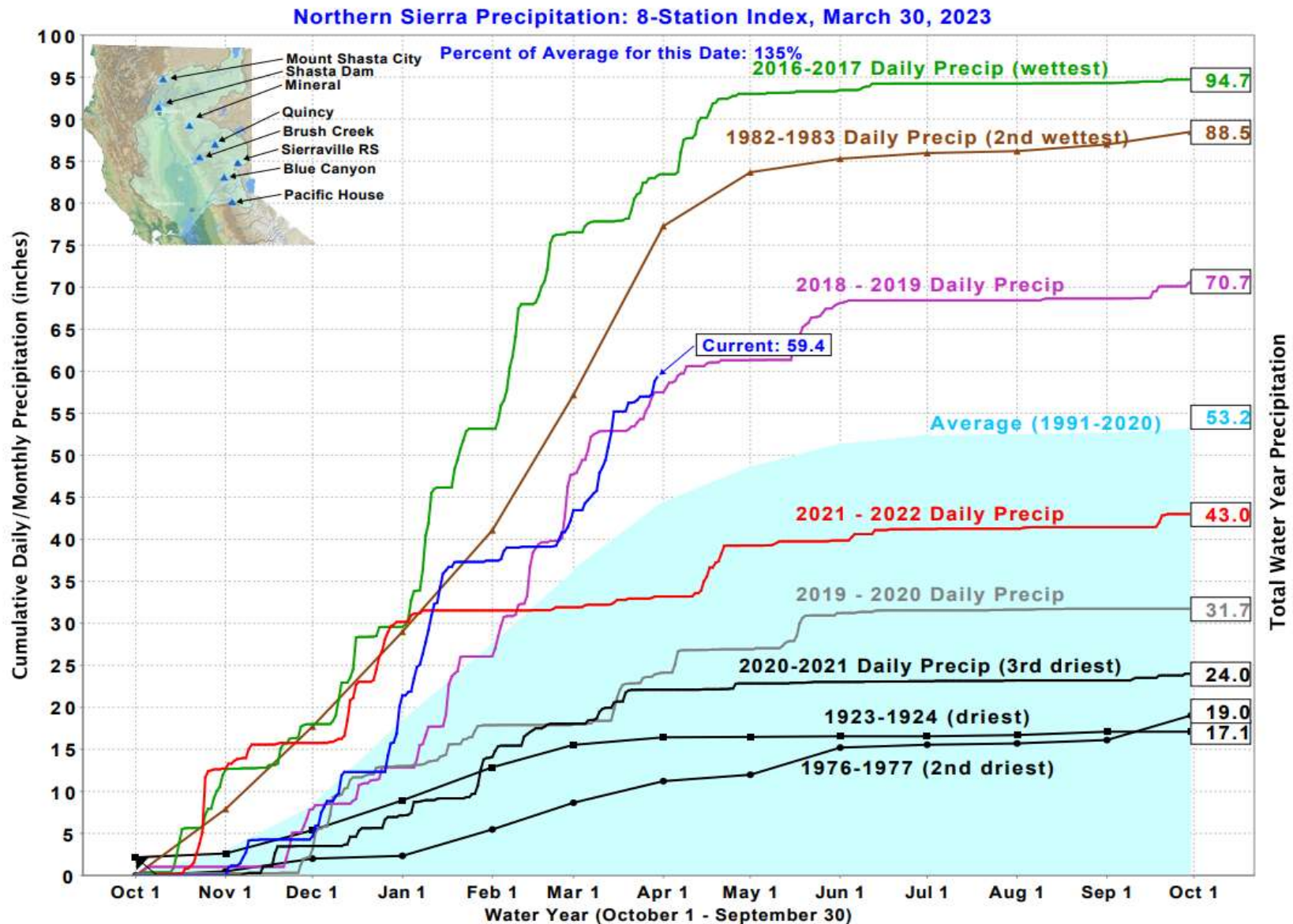
All other CVP water supply allocations remain the same as noted in the Feb. 22 announcement.

As the water year progresses, changes in hydrology, actions that impact operations, and opportunities to deliver additional water will influence future allocations. Reclamation will continue to monitor hydrology and may adjust basin-specific allocations if conditions warrant an update. [Water supply updates](#) and [past year's allocations](#) are posted on Reclamation California-Great Basin Region's website.

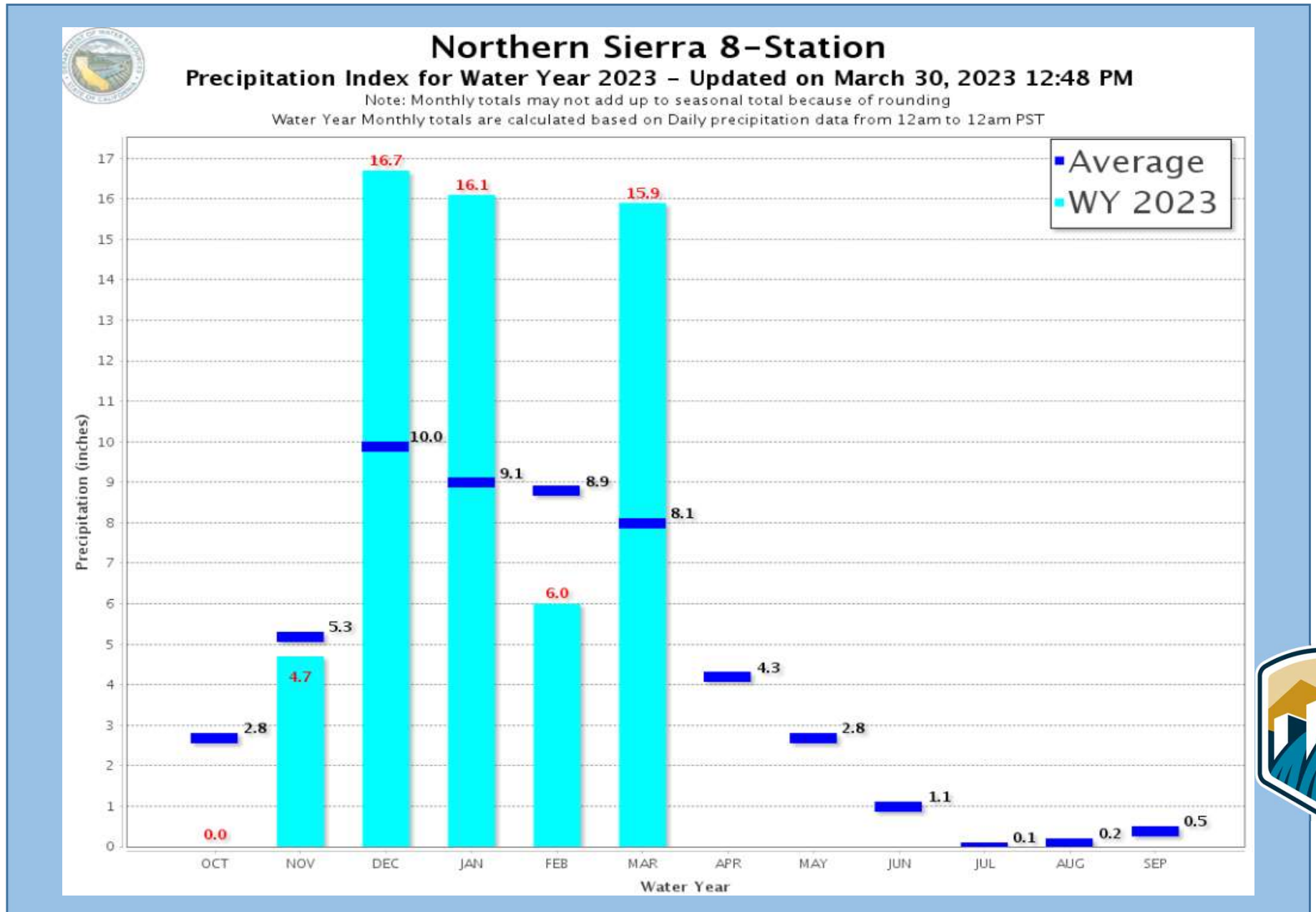
CVP Water Supply Briefing March 31, 2023



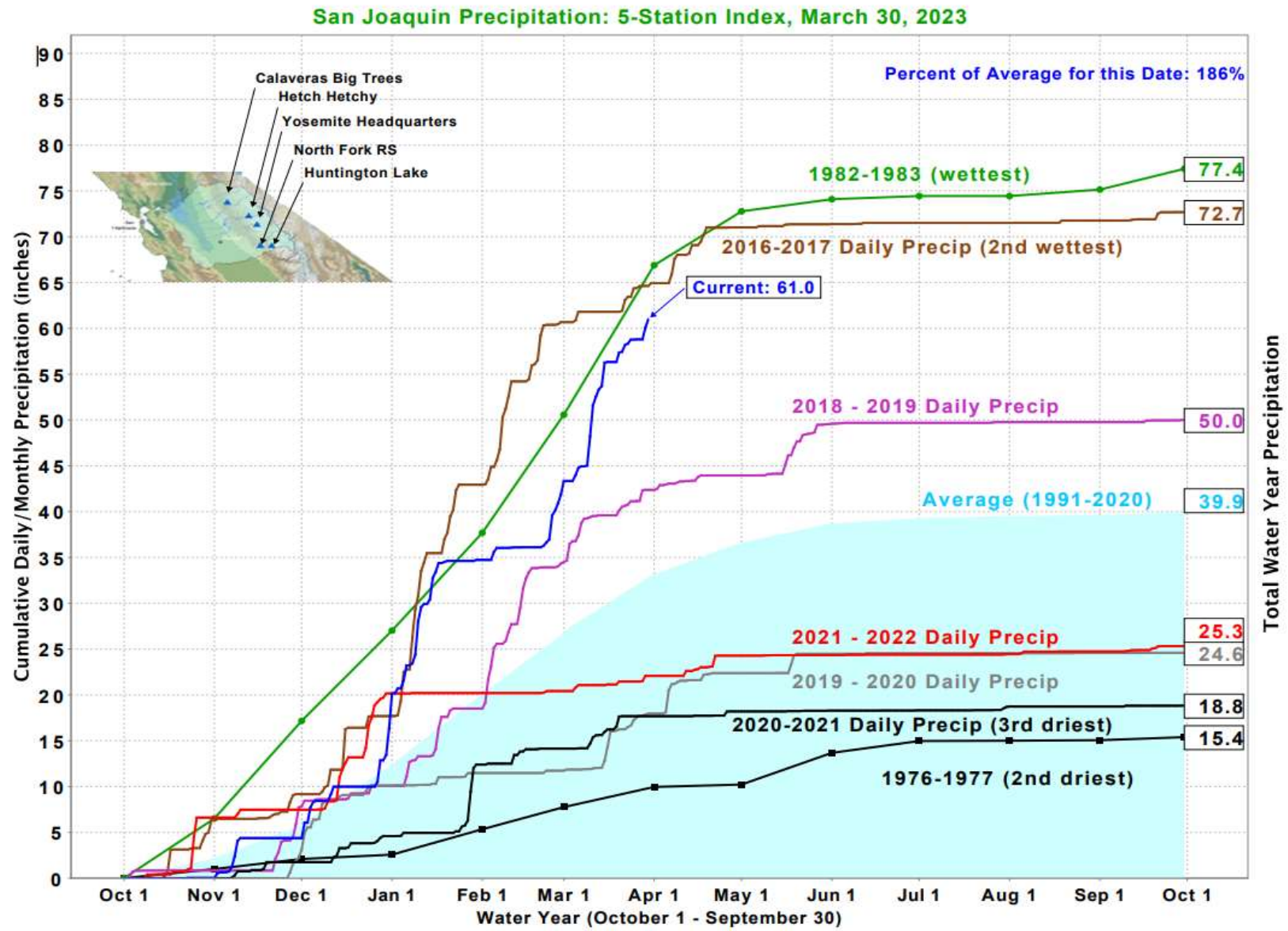
Precipitation Index – Northern Sierra



Precipitation Index – Northern Sierra



Precipitation Index – San Joaquin



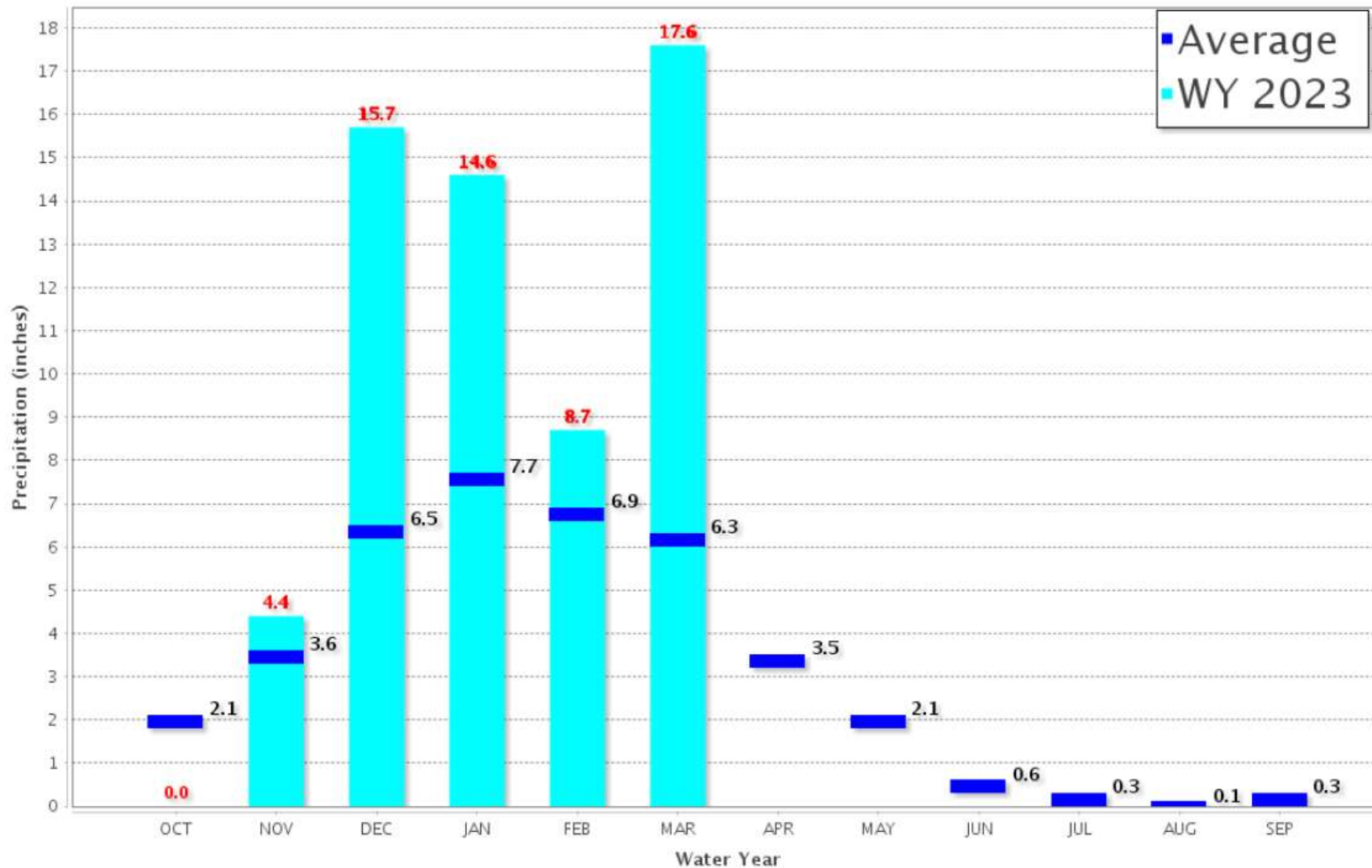
Precipitation Index – San Joaquin



San Joaquin 5-Station

Precipitation Index for Water Year 2023 – Updated on March 30, 2023 12:48 PM

Note: Monthly totals may not add up to seasonal total because of rounding
 Water Year Monthly totals are calculated based on Daily precipitation data from 12am to 12am PST



Current California Snowpack



STATEWIDE SNOW WATER CONTENT

CURRENT REGIONAL SNOWPACK FROM AUTOMATED SNOW SENSORS

% of April 1 Average / % of Normal for This Date



NORTH	
Data as of March 30, 2023	
Number of Stations Reporting	24
Average snow water equivalent (Inches)	56.8
Percent of April 1 Average (%)	191
Percent of normal for this date (%)	190

CENTRAL	
Data as of March 30, 2023	
Number of Stations Reporting	48
Average snow water equivalent (Inches)	62.2
Percent of April 1 Average (%)	234
Percent of normal for this date (%)	233

SOUTH	
Data as of March 30, 2023	
Number of Stations Reporting	26
Average snow water equivalent (Inches)	61.9
Percent of April 1 Average (%)	297
Percent of normal for this date (%)	298

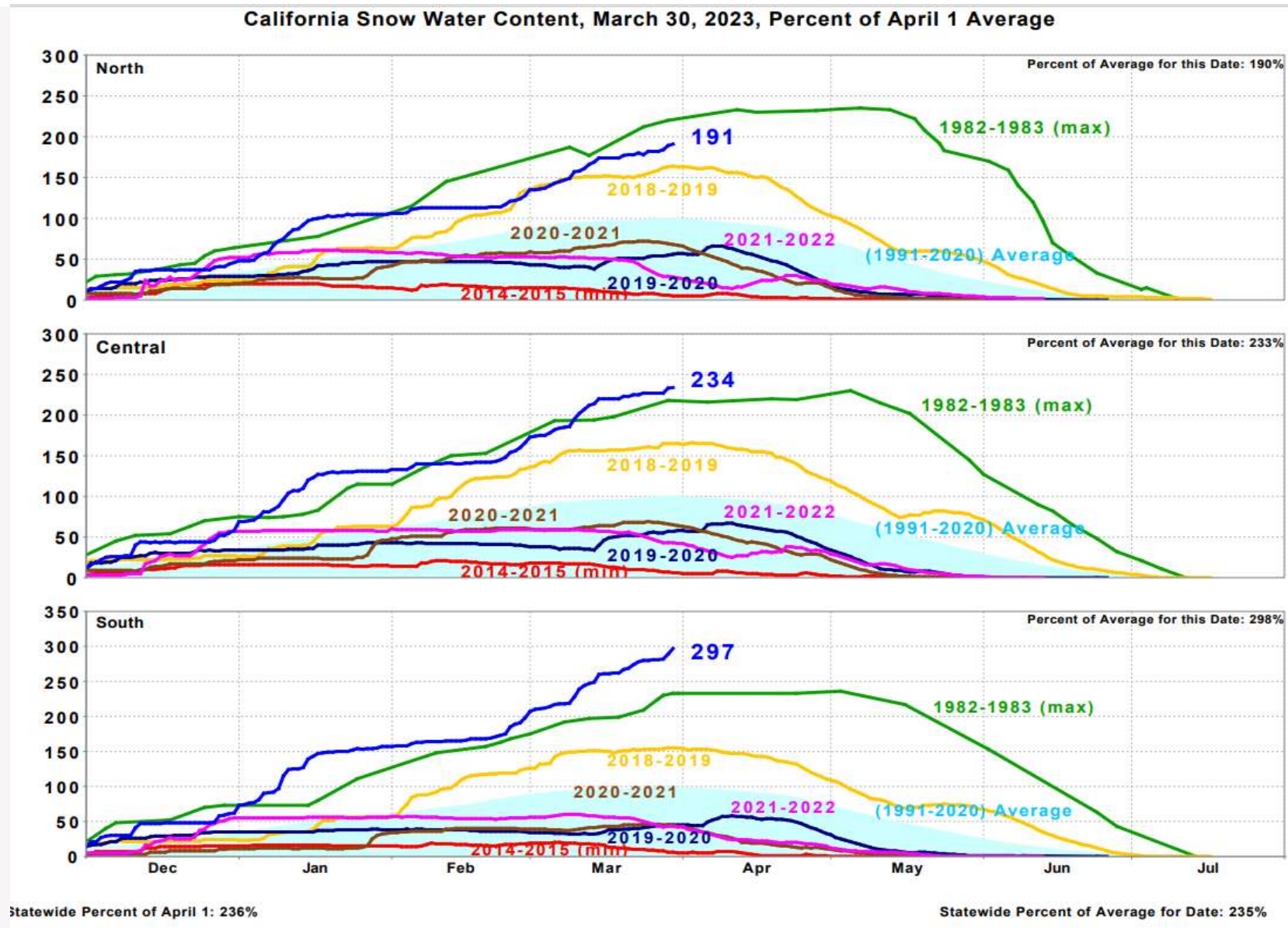
STATE	
Data as of March 30, 2023	
Number of Stations Reporting	98
Average snow water equivalent (Inches)	60.8
Percent of April 1 Average (%)	236
Percent of normal for this date (%)	235

Statewide Average: 236% / 235%

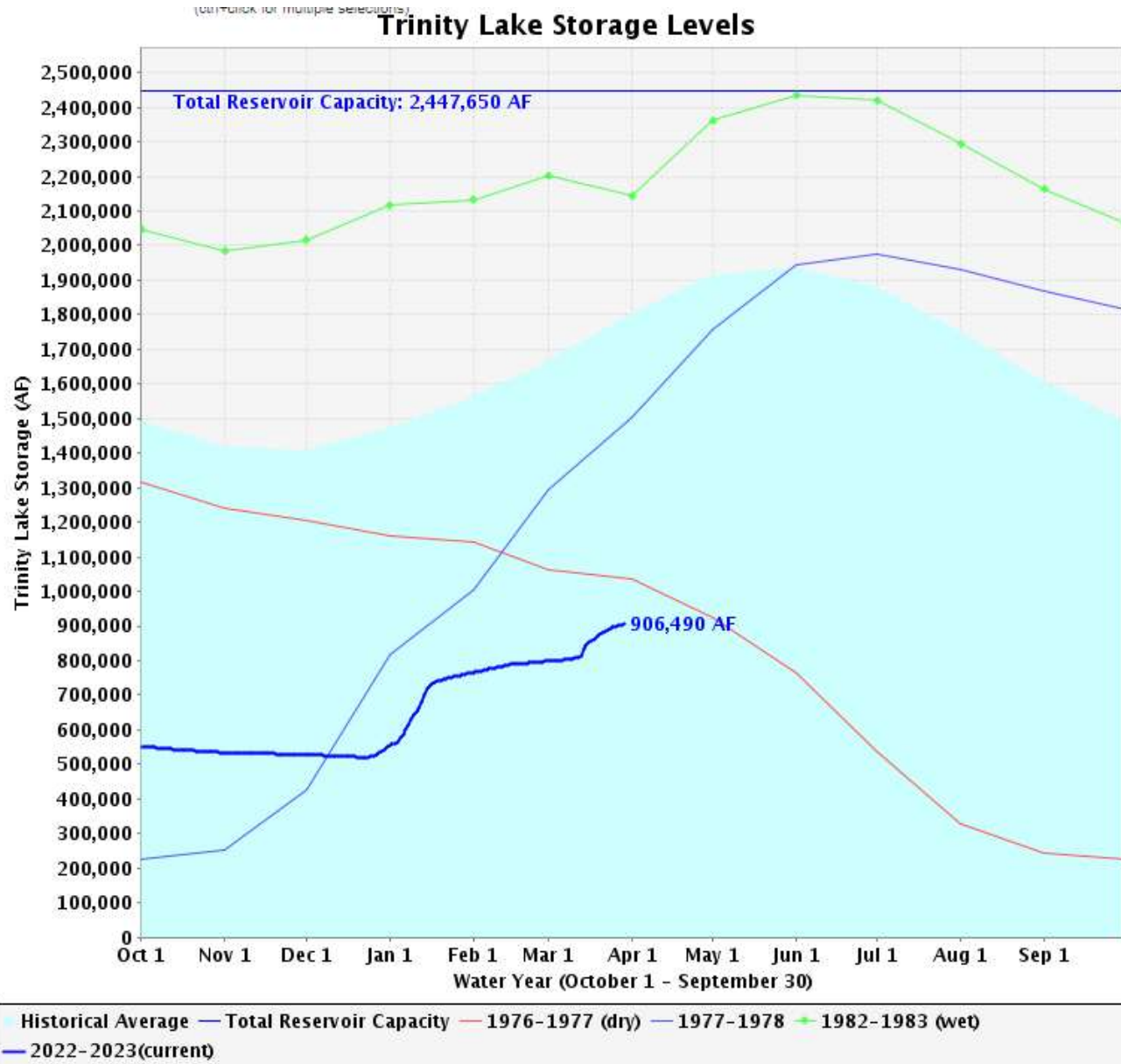
Data as of March 30, 2023



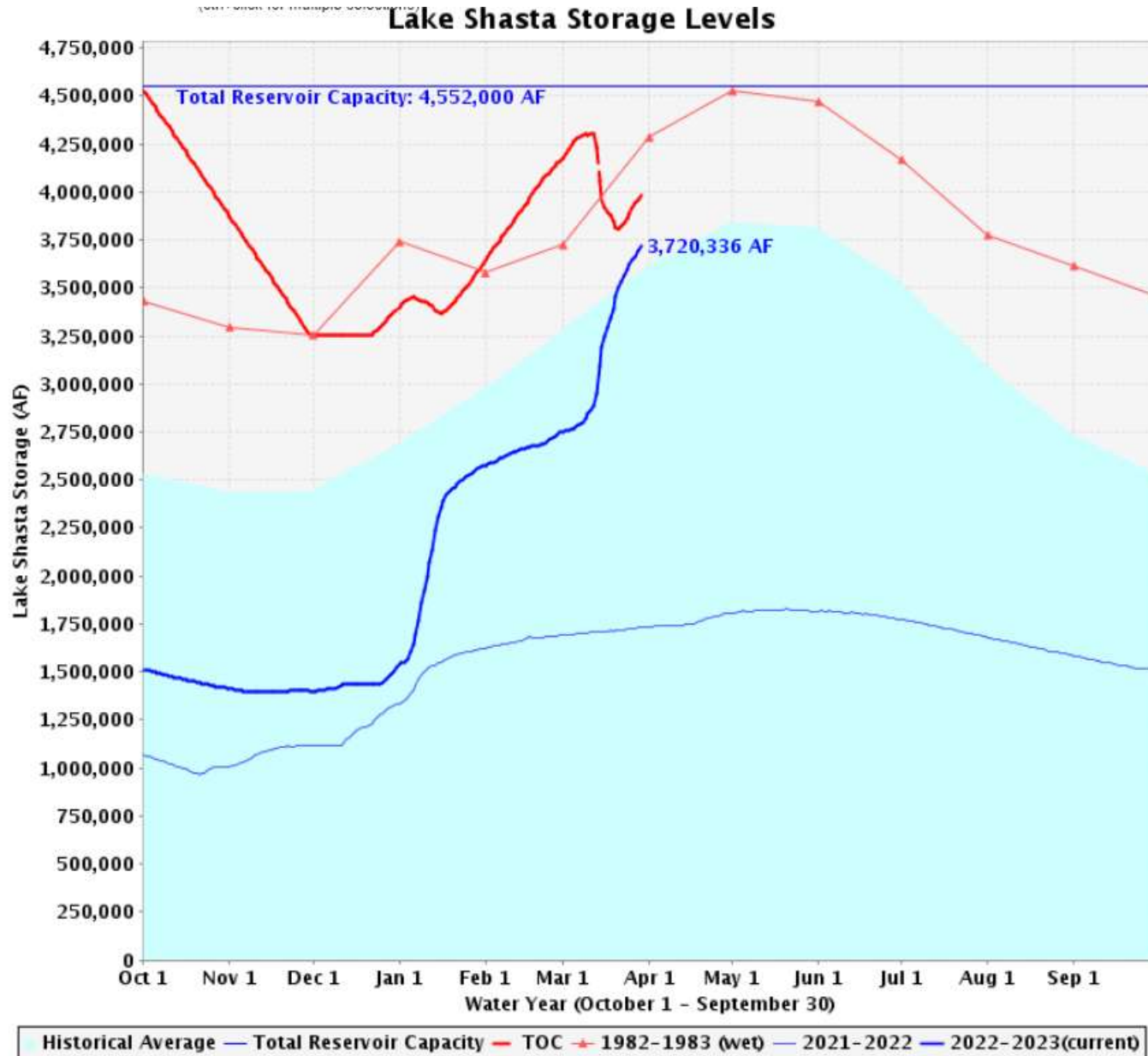
Snow Water Content



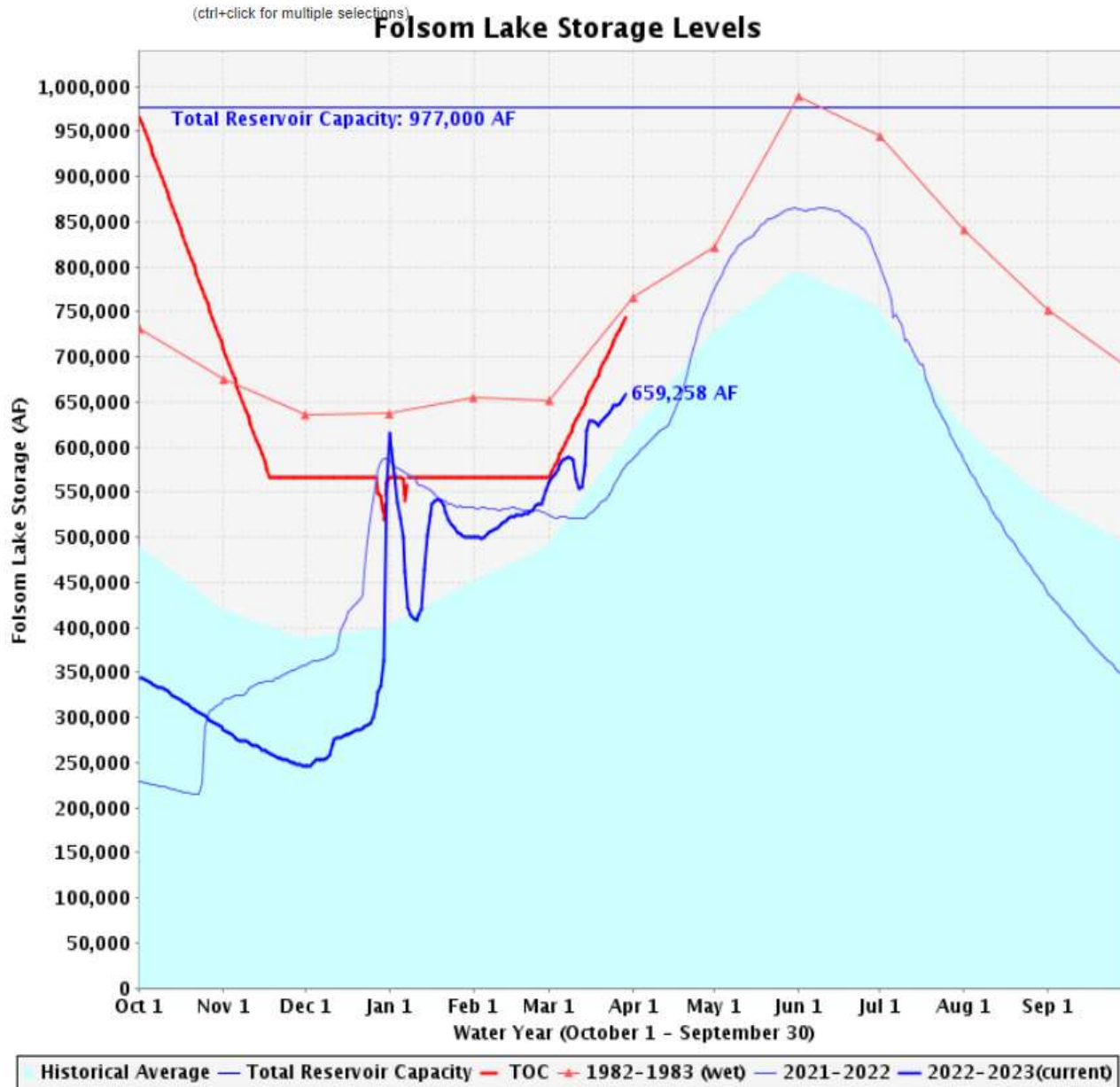
Trinity Storage



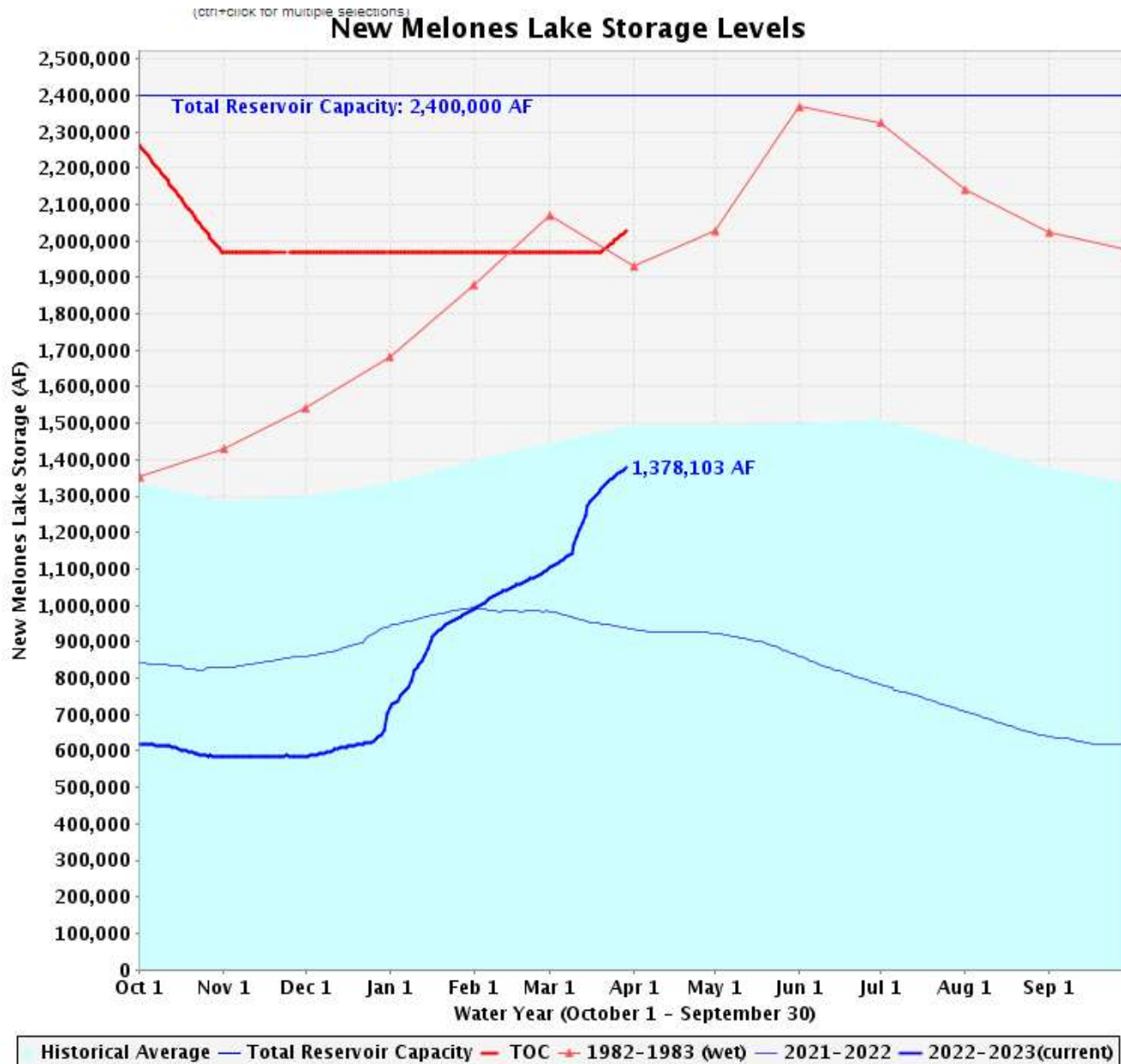
Shasta Storage

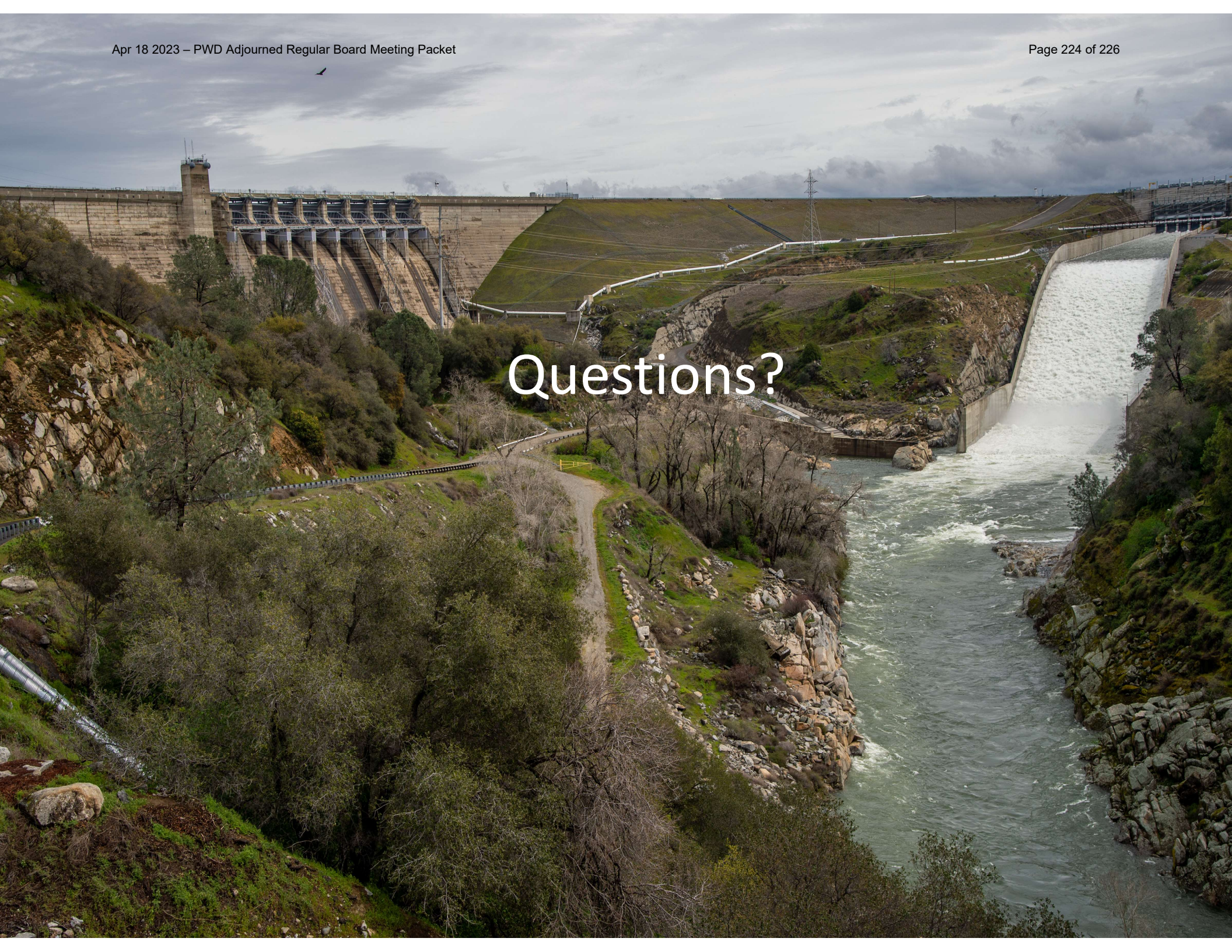


Folsom Storage



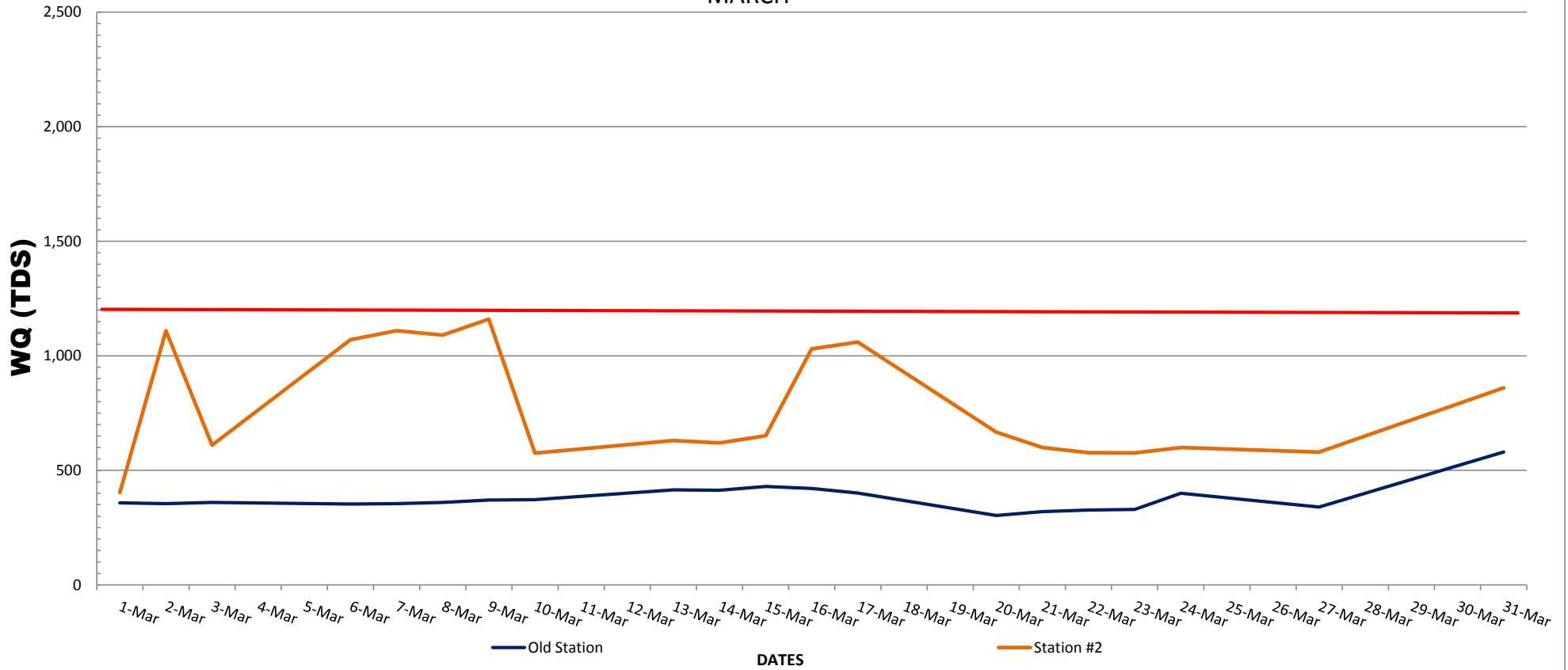
New Melones Storage

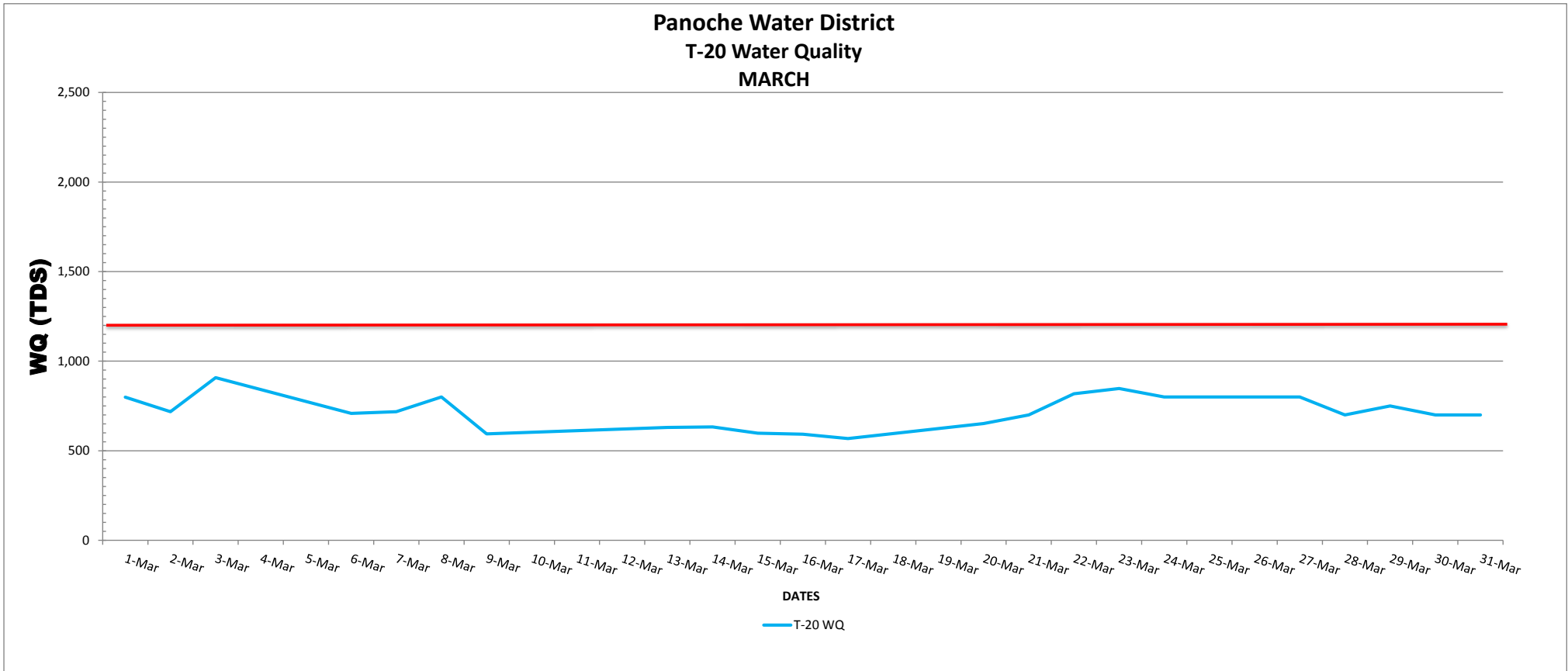




Questions?

Panoche Water District Main Station Water Quality MARCH





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