



# CAMBRIA COMMUNITY SERVICES DISTRICT

**Thursday, March 12, 2020 - 2:00 PM**

1000 Main Street Cambria, CA 93428

## AGENDA

### REGULAR MEETING OF THE CAMBRIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the Office of the District Clerk, available for public inspection during District business hours. The agenda and agenda packets are also available on the CCSD website at [www.cambriacsd.org](http://www.cambriacsd.org). The District Office hours are Monday - Thursday, and every other Friday from 9:00 a.m. through 4:00 p.m. Please call 805-927-6223 if you need any assistance. If requested, the agenda and supporting documents shall be made available in alternative formats to persons with a disability. The District Clerk will answer any questions regarding the agenda.

#### 1. OPENING

- A. Call to Order
- B. Pledge of Allegiance
- C. Establishment of Quorum
- D. Report from Closed Session
- E. Agenda Review: Additions/Deletions

#### 2. COMMISSION REPORT

- A. PROS Chairman's Report

#### 3. PUBLIC SAFETY

- A. CCSD Fire Chief Special Report - Coronavirus Preparations

#### 4. PUBLIC COMMENT

Members of the public may now address the Board on any item of interest within the jurisdiction of the Board but not on its agenda today. Future agenda items can be suggested at this time. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Each speaker has up to three minutes. Speaker slips (available at the entry) should be submitted to the District Clerk.

#### 5. CONSENT AGENDA

All matters on the consent calendar are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for separate discussion and action after the consent calendar as a whole is acted upon.

- A.** CONSIDERATION OF ADOPTION OF RESOLUTION 05-2020 RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN CAMBRIA COMMUNITY SERVICES DISTRICT AND CAMBRIA FIREFIGHTERS/INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF LOCAL 4635)
- B.** CONSIDERATION OF ADOPTION OF RESOLUTION 06-2020 AMENDING THE DISTRICT SALARY SCHEDULE
- C.** CONSIDERATION OF ADOPTION OF RESOLUTION 07-2020 UPDATING THE ASSIGNMENT OF BANKING POWERS FOR CAMBRIA COMMUNITY SERVICES DISTRICT (CHANGED)

**6. REGULAR BUSINESS**

- A.** DISCUSSION AND CONSIDERATION OF ADOPTION OF RESOLUTION 08-2020 AUTHORIZING AN APPLICATION FOR GRANT FUNDING UNDER THE WATERSMART PROGRAM
- B.** DISCUSSION AND CONSIDERATION OF REQUEST FROM GREENSPACE FOR TRANSFER OF IRRIGATION METER

**7. FUTURE AGENDA ITEM(S)**

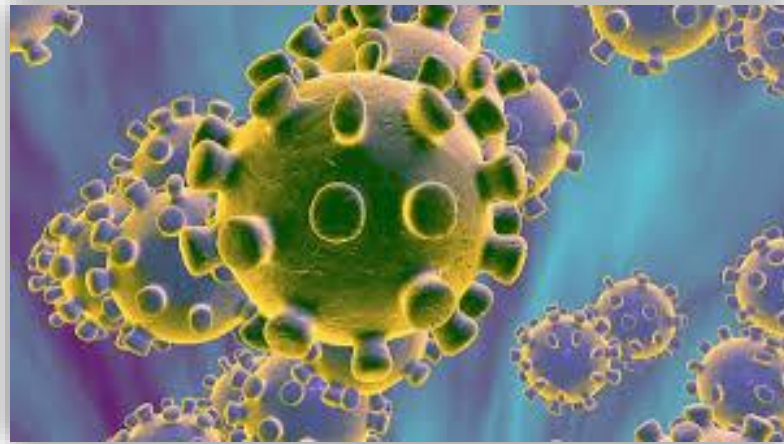
Requests from Board members to receive feedback, direct staff to prepare information, and/or request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken except to direct staff to place a matter of business on a future agenda by majority vote.

**8. ADJOURN TO CLOSED SESSION**

- A.** Public Comment
- B.** CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1)  
Number of cases: Two (2)  
Name of cases: CCSD v. CDM Smith and Madrid v. CCSD



# Coronavirus (COVID-19) Update



# Cambria CSD Fire Department



## March 10, 2020 Situation Status Report

### Coronavirus Update Telebriefing for City Officials, to Provide Updates and Answer Questions

#### China

- 80,924 confirmed cases (20 new)
- 3,140 deaths (17 new)

#### Globally

- 113,702 confirmed cases (4,125 new)

#### Outside of China

- 32,778 confirmed cases (4,105 new)
- 109 Countries (5 new)
- 872 deaths (186 new)

#### Risk Assessment

- China – Very High
- Global – Very High
- Regional Level – Very High



# Cambria CSD Fire Department



## March 10, 2020 Situation Status Report

### Coronavirus Update Telebriefing for City Officials, to Provide Updates and Answer Questions

#### **United States**

- 938 total cases
- 29 deaths
- 39 jurisdictions reporting cases

#### **California**

- 135 reported cases
- 3 deaths

#### **San Luis Obispo County**

- 0 cases reported







## HOW CORONAVIRUS CAN KILL

### SYMPTOMS

The coronavirus attacks cells in the respiratory system

- **Runny nose**
- **Cough**
- **Sore throat**
- **High temperature**

### SPREAD

- Novel coronavirus first spread to humans from an animal - thought to be a snake - at the South China Seafood Wholesale Market.
- The virus is transmitted between humans in droplets from coughing and sneezing and touching or shaking hands.
- It enters humans through the nose and mouth, then finds a 'host cell' in the respiratory system, such as one in the nose. The host cell then bursts and other nearby cells in the body are infected with the virus.

### DEATH

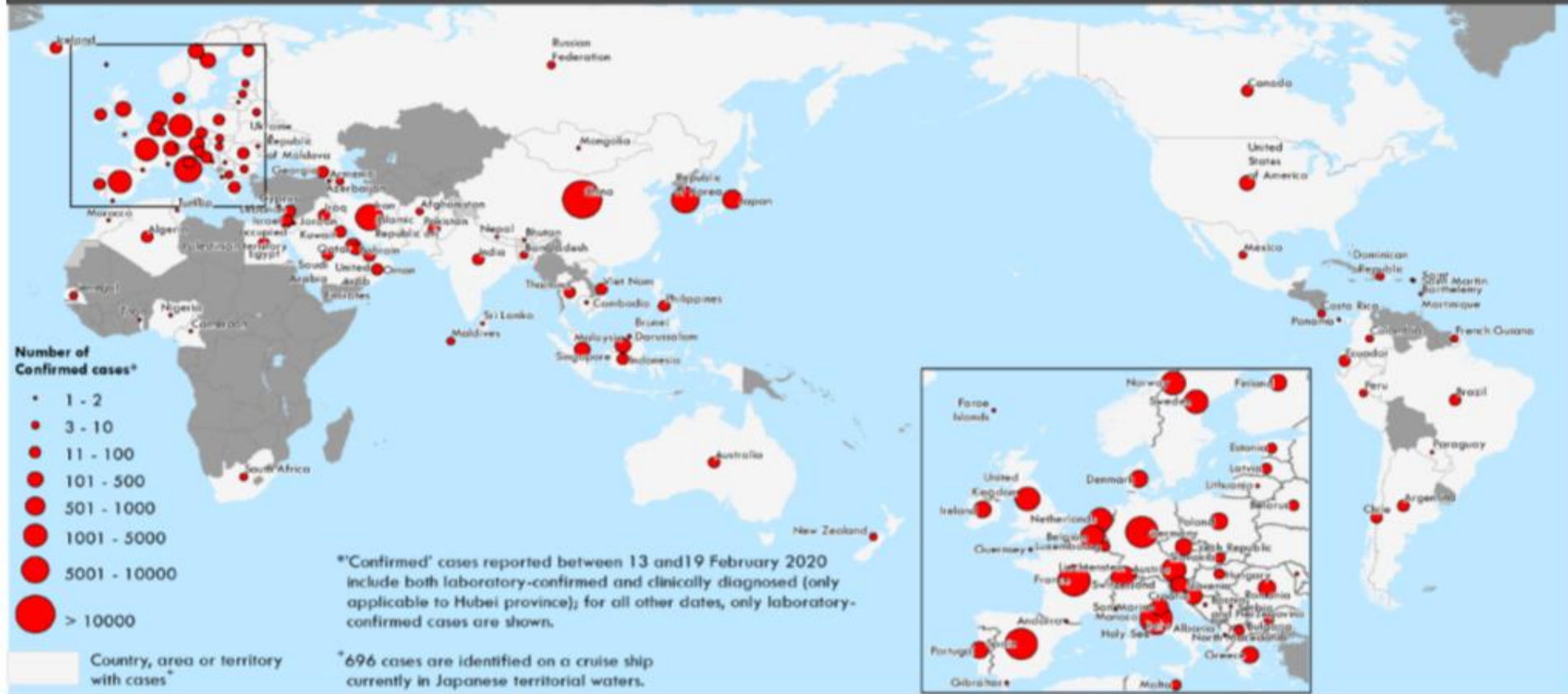
- Most victims die from complications including pneumonia and from swelling in the lungs.
- Severe pneumonia can kill people by causing them to 'drown' in the fluid flooding their lungs.
- The virus also causes swelling in the respiratory system, which can make it hard for the lungs to pass oxygen into the bloodstream - leading to organ failure and death.

# Cambria CSD Fire Department



## Areas with Confirmed Cases

### Distribution of COVID-19 cases as of 10 March 2020



Data Source: World Health Organization  
 Map Production: WHO Health Emergencies Programme  
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 The boundaries and names shown and the designations used on this map do not imply the expression of any opinion whatsoever on the part of the World Health Organization concerning the legal status of any country, territory, city or area or of its authorities, or concerning the delimitation of its frontiers or boundaries. Dotted and dashed lines on maps represent approximate border lines for which there may not yet be full agreement.





# Cambria CSD Fire Department



## How to Reduce Your Exposure

- Avoid contact with people suffering acute respiratory infections
- Frequent handwashing for at least 20 seconds
- Avoid touching your eyes, nose, and mouth
- Stay home when you are sick
- Cover your cough and sneeze with a disposable tissue and then throw in the trash
- Clean and disinfect frequently touched objects and surfaces

*(symptoms may appear in 2-14 days after exposure)*





# Cambria CSD Fire Department



## EOC Activation Triggers

- Significantly impacts or anticipated to impact public health or safety.
- Disrupts or anticipated to disrupt public health and medical response.
- Require or anticipated to require resources beyond the capabilities of the CCSD.
- Produces media attention or are politically sensitive.
- Leads to a regional or state request for information.
- Require or are anticipated to require increased information flow from the CCSD to the community to assist in the management or mitigation of the incident(s) impact.



# Cambria CSD Fire Department



## EOC Activation Steps (Pandemic)

- Determine EOC activation level
- Assess staff health and safety
- Support field-level incident coordination and requests
- Establish prompt communications with the public, media, elected officials and external entities
- Provide Situation Status Reports (SitStat)
- Analyze resources and request resources as needed to support response activities



# Cambria CSD Fire Department



## EOC Activation Steps (Pandemic)

- Contact County Health for CHADOC activation
- Contact County OES of EOC Activation
- Notify local receiving hospital

*SLOPHD has statutory and regulatory authorities and capabilities for a public health emergency*

| Level          | Description  | Minimum Staffing Requirements   |
|----------------|--|---|
| 3<br>(Monitor) | <ul style="list-style-type: none"> <li>• Small incident or event</li> <li>• One site</li> <li>• Two or more agencies involved</li> <li>• Potential threat of:                             <ul style="list-style-type: none"> <li>• Flood</li> <li>• Severe storm</li> <li>• Interface fire</li> <li>• Escalating incident</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• EOC Manager</li> <li>• Public Information Officer</li> <li>• Liaison Officer</li> <li>• Operations Section Chief</li> </ul>  |
| 2<br>(Partial) | <ul style="list-style-type: none"> <li>• Moderate event</li> <li>• Two or more sites</li> <li>• Several agencies involved</li> <li>• Major scheduled event (e.g., conference or sporting event)</li> <li>• Limited evacuations</li> <li>• Resource support required</li> </ul>   | <ul style="list-style-type: none"> <li>• EOC Manager</li> <li>• Public Information Officer</li> <li>• Liaison Officer</li> <li>• Section Chiefs (as required)</li> <li>• Limited activation of other EOC staff (as required)</li> </ul> |
| 1<br>(Full)    | <ul style="list-style-type: none"> <li>• Major event</li> <li>• Multiple sites</li> <li>• Regional disaster</li> <li>• Multiple agencies involved</li> <li>• Extensive evacuations</li> <li>• Resource support required</li> </ul>   | <ul style="list-style-type: none"> <li>• EOC Manager</li> <li>• Policy Group</li> <li>• All EOC functions and positions (as required)</li> </ul>  |



# Cambria CSD Fire Department



## Situational Reporting (Planning Section)

### **Initial SitStat Reports will contain the following information:**

- Description of the incident
- Known or potential impact
- Initial response actions
- Expected duration of incident
- Anticipated future activities and timeframes
- Potential risks and issues
- Resource utilization and anticipated resource needs

### **Ongoing SitStat Reports will contain the following information:**

- Current issues, problems, and obstacles
- Activities/accomplishments since last report
- Activities planned
- Status of ongoing/reoccurring activities
- Potential risks and relevant priorities/timeframes
- Current resource utilization and staffing assignments
- Anticipated resource needs



# Cambria CSD Fire Department



## EOC Action Plan Objectives

- Provide for emergency personnel and public safety at all times.
- Ensure coordinated, timely and accurate release of public information.
- Limit human-to-human transmission including reducing secondary infections among close contacts and health care workers.
- Prevent transmission amplification events.
- Identify and isolate potentially infected individuals.
- Communicate critical risk and event information to all communities and counter misinformation.
- Minimize social and economic impact through multisectoral partnerships.





# Cambria CSD Fire Department



## Legal Reference

### Establish Curfew (CCSD Attorney, Elected, Sheriff)

- [https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=8634.&lawCode=GOV](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=8634.&lawCode=GOV)

### CA Code of Regulations (Title 17: §2501 (a))

- Disease Investigation: The local health officer has the duty to investigate diseases, conditions or outbreaks.

### CA Code of Regulations (Title 17: §2515, §2516, §2518, §2520)

- Isolation, Strict Isolation, Modified Isolation, and Quarantine

### CA Health and Safety Code (§101025-101030)

- Enforcement: The health officer has the duty to enforce local ordinances concerning public health and sanitary matters as well as state statutes, orders and regulations related to public health including quarantine laws, and orders prescribed by CDPH



# Cambria CSD Fire Department



## Next Steps

- Develop general Continuity of Operation Plan (COOP) specific to the operations of the city departments, secondary to a local outbreak to protect the health and welfare of our staff.
- Each department head identify continued basic service to the community:
  - Minimum department staffing
  - Options for working from home
  - Equipment and resources needed
    - Supplies such as N95 masks, Tyvek suits, medical gloves etc..
- The County of San Luis Obispo Public Health Officer has communicated the EMSA and CHADOC will coordinate any protective actions and advisories as available.
- Per my conversation with the EMSA Director this afternoon, there are currently no cases of COVID-19 in San Luis Obispo County however the risk has increased nationwide.
- Provide updates as more information becomes available and send general information out to all the leadership team and city staff.



# Cambria CSD Fire Department



# QUESTIONS



TO: Board of Directors

AGENDA NO. **5.A.**

FROM: John F. Weigold IV, General Manager

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Meeting Date: March 12, 2020

Subject: CONSIDERATION OF ADOPTION OF  
RESOLUTION 05-2020 RATIFYING  
THE MEMORANDUM OF  
UNDERSTANDING BETWEEN  
CAMBRIA COMMUNITY SERVICES  
DISTRICT AND CAMBRIA  
FIREFIGHTERS/INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
(IAFF LOCAL 4635)

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**RECOMMENDATIONS:**

Staff recommends that the Board of Directors consider adoption of Resolution 05-2020 ratifying the Memorandum of Understanding (MOU) between the CCSD and Cambria Firefighters/IAFF (Local 4635).

**FISCAL IMPACT:**

The fiscal impacts of compensation and benefit increases are as follows:

**TERM:** Five (5) years, February 20, 2020 through February 20, 2025.

**WAGES:**

*The first-year impacts represent an approximation of 4-months increase to the budget.  
Any necessary budget adjustments will be addressed in the next quarterly budget report.*

- First year of the MOU:  
Effective the first full pay period following ratification and Board approval 3%: an increase of \$8,494
- Second year of the MOU:  
Effective the first full pay period following December 31, 2020 3.25%: an increase of \$23,692
- Third year of the MOU:  
Effective the first full pay period following December 31, 2021 3.75%: an increase of \$28,255
- Fourth year of the MOU:  
Effective the first full pay period following December 31, 2022 4%: an increase of \$31,236
- Fifth year of the MOU:  
Effective the first full pay period following December 31, 2023 4%: an increase of \$32,486

During the course of this MOU if the District's non-discretionary expenses significantly surpasses projections, the District shall have the right to reopen this MOU in order to avoid

<sup>18</sup> potential layoffs in the Fire Department or reductions in services. It is the District's intent to define non-discretionary expenses as expenses in the District's budget which cannot be arbitrarily spent by the District (i.e., one-time expenditures that are not required by the District).

**DISCUSSION:**

The District has successfully negotiated a new five (5) year term for the MOU with the IAFF membership. Employee relations are important to the operations of the District; providing rapid and responsive emergency services required of the District is vital to the health and well-being of the community. The District is very fortunate to have such dedicated, talented and hardworking employees. The CCSD employees and District negotiators worked collaboratively to reach another successful bargaining agreement. There were several meetings held and good discussions. Both sides were open to suggestions and compromise. The updates to the MOU are outlined below for the Boards consideration.

The following items are included and have no fiscal impact. Their primary function is to comply with legal updates or are cost saving measures:

**UNION DUES:** *Language updated to comply with legal updates.*

Revise language to be compliant with SB 866: IAFF is responsible for notifying the District when it adds or removes a dues paying member. The Union is also responsible for collecting and maintaining dues deductions authorization forms

**ACTING PAY/OUT OF CLASS:** *Language change as requested by the Fire Chief.*

The Chief may designate an alternative staff member as he or she deems appropriate to serve as the duty officer in charge.

**FAMILY MEDICAL LEAVE:** *The fiscal impacts for this benefit are unknown at this time and will vary depending upon which employee uses the benefit and the number of dependents. The leave would require the District to continue to pay the District's share of the Health and Dental premiums.*

Unit members shall be eligible for benefits under the California Family Rights Act or Federal Family Medical Leave Act pursuant to state and federal law or District policy. Leaves of absence will run concurrently with the CFRA or FMLA when applicable.

**HEALTH BENEFITS:** *Benefit change for future cost savings to the District:*

For all regular employees working full time, the District will pay 85% of the premiums currently in effect for employee and dependent coverage for the lowest cost plan available to District employees offered through the PERS system. However, the District shall have the unilateral discretion to provide a higher-level plan. The District payment is inclusive of the PERS minimum health contribution. The balance of the total District contribution is a cafeteria like plan contribution. In the event an employee elects a higher cost coverage, the employee shall pay the increased cost for that plan. District premium payments apply to retirees and their dependents as applied to active employees and their dependents for employees/retirees hired before October 1, 2012.

**DENTAL INSURANCE:** *5% cost savings to the District as a result of benefit reduction.*

A Dental Insurance policy will be provided for each unit member and his/her dependents. The District shall pay 85% of the premiums for employee and dependent coverage for the lowest cost dental plan.



**OVERTIME:**

For purposes of calculating overtime hours, only the following approved leaves shall be counted as hours worked: holiday, vacation, sick leave, compensatory time off.

**PARAMEDIC COMPENSATION:**

- A. Paramedic compensation shall be \$600 per month.
- B. Paramedic assignment pay for all current, full-time, San Luis Obispo County paramedic certified/accredited employees hired on or before April 28, 2016:
  - Employees that possess a valid Paramedic Certificate/Accreditation in San Luis Obispo County will be called upon to perform paramedic services and shall receive a monthly stipend. Those who receive the stipend will be required to use their paramedic skills whenever necessary. Failure to maintain the paramedic certification/accreditation will result in the termination of the stipend and potential termination of the ALS/paramedic services provided by the District if the District, within its discretion, determines it is not able to meet staffing requirements, including the requirement of one paramedic per shift.
  - Pursuant to CCR Section 571, Paramedic Assignment Pay shall be reported to CalPERS as special compensation under the category of Education Pay - Paramedic Pay.
- C. The District will continue its current practice of paying for the following costs (via reimbursement) in order for current, full-time, San Luis Obispo County paramedic certified/accredited employees hired on or before April 28, 2016 to maintain their San Luis Obispo County Paramedic Accreditation:
  - License every two years - currently total of \$200;
  - 48 hours of continuing education on duty; online - SDRMA;
  - 6 base station meetings over the course of two years, which includes overtime and/or back filling; and
  - County ALS Class - SLO EMSA APR.
- D. If an employee does not fulfill all paramedic certification and accreditation requirements, and such failure is due to the employee, then the Paramedic Assignment Pay above shall be discontinued until proof of certification and accreditation are provided to the District. In addition, an employee who does not satisfactorily complete the necessary minimum requirements for certification, accreditation, education, and employment as a paramedic shall not be eligible for reimbursement of expenses and shall agree to return any advance payments received.
- E. It is agreed and understood that if at any time the District, within its discretion, determines that it is not able to meet the staffing requirements, including the requirement of one paramedic per shift and the ALS/paramedic services provided by

the District cease, the Paramedic Assignment Pay will immediately cease.

- F. **GRANDFATHERING CLAUSE:** Agree to grandfathering in for all current, full-time, San Luis Obispo County paramedic certified/accredited employees hired on or before April 28, 2016 to this policy but require all new hires hired on or after April 29, 2016 to possess San Luis Obispo County paramedic certificate/accreditation as a condition of becoming employed. District to prepare corresponding revised position description for new hires.
- G. **CURRENT NON-CERTIFIED EMPLOYEES AND NEW HIRES:** For current employees hired on or before April 28, 2016 who do not have a San Luis Obispo County paramedic certification/accreditation and for new hires hired on or after April 29, 2016, the District will not incur any costs associated with such individuals obtaining San Luis Obispo County paramedic certification/accreditation; however, for such individuals, following their obtaining such certification/accreditation, the District will pay the above-specified Paramedic Assignment Pay and costs for maintaining such certification/accreditation, with the same conditions noted above for payments and potential ceasing of payments.

Staff recommends the Board consider approval of the changes to the IAFF MOU and adopt Resolution 05-2020 ratifying the five (5) year MOU between the CCSD and Cambria Firefighters/IAFF (Local 4635).

RESOLUTION NO. 05-2020  
MARCH 12, 2020

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT  
RATIFYING MEMORANDUM OF UNDERSTANDING BETWEEN  
CAMBRIA COMMUNITY SERVICES DISTRICT AND  
CAMBRIA FIREFIGHTERS/INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS (IAFF/LOCAL 4635)

WHEREAS, the Board of Directors of the Cambria Community Services District (CCSD) entered into labor negotiations with the International Association of Firefighters (IAFF/Local 4635); and

WHEREAS, an agreement was reached between the CCSD and IAFF/Local 4635.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that it does hereby ratify the Memorandum of Understanding between Cambria Community Services District and Cambria Firefighters/International Association of Firefighters (IAFF/Local 4635), from 2/20/2020 through 2/20/2025, attached hereto as Exhibit "A" and incorporated herein by reference, and authorizes its execution by the General Manager.

PASSED AND ADOPTED THIS 12<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Harry Farmer, President  
Board of Directors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Haley Dodson  
Deputy District Clerk

\_\_\_\_\_  
Timothy J. Carmel  
District Counsel

*CAMBRIA COMMUNITY SERVICES DISTRICT*

*AND*

*CAMBRIA FIREFIGHTERS /  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
IAFF LOCAL 4635*

MEMORANDUM OF UNDERSTANDING



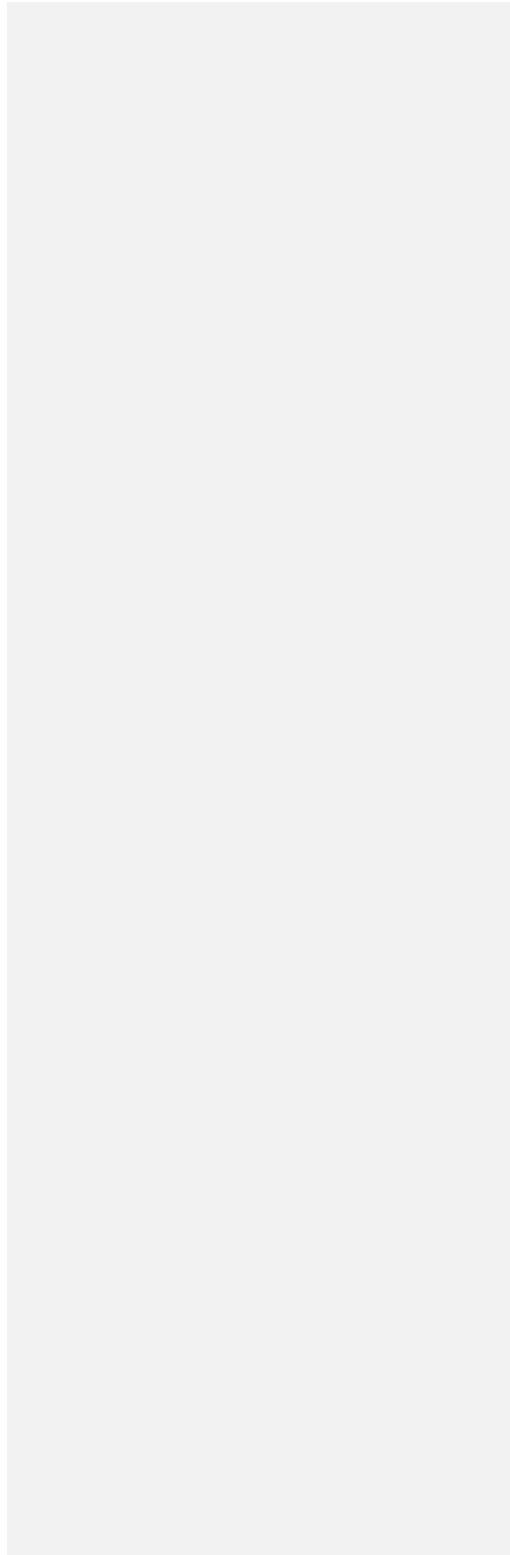
February 20, 2020 – February 20, 2025

CCSD AND  
CAMBRIA FIREFIGHTERS / IAFF LOCAL 4635  
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CAMBRIA COMMUNITY SERVICES DISTRICT AND  
CAMBRIA FIREFIGHTERS / IAFF LOCAL 4635  
MEMORANDUM OF UNDERSTANDING  
FOR THE PERIOD OF February 20, 2020 – February 20, 2025

1. DESIGNATION OF THE PARTIES

This Memorandum, of Understanding (MOU) is made by and between the Cambria Community Services District, a Special District, hereinafter called the CCSD, and the Cambria Firefighters / International Association of Firefighters IAFF Local 4635 hereinafter called the Union.

2. RECOGNITION

The District recognizes the Union as the majority representative of employees in the Fire Services Unit, as described in Section 3 of this MOU, for the purpose of meeting and conferring regarding wages, hours, and other terms and conditions of employment.

3. COMPOSITION OF UNIT

The current classifications in the Fire Service Unit are as follows:

Fire Captain  
Fire Engineer  
Firefighter (Full-Time)

4. REPRESENTATION

- A. The CCSD and Union agree that Union officers and representatives shall be allowed to meet with CCSD representatives for the purpose of meeting and conferring in good faith. If such meetings occur, during work hours, reasonable numbers of participating employees will receive reasonable time off without loss of compensation when meeting and conferring with representatives of the CCSD.
- B. The Union agrees to provide the CCSD with a list of Union officers and representatives who are authorized to meet and confer on behalf of the Union and to conduct official Union business.
- C. The CCSD agrees that Union officers and representatives shall be given access to working locations during hours of work to conduct grievance investigations.
- D. The Union agrees that no overtime compensation shall be accrued by employees for hours spent meeting and conferring with the CCSD, or for the conduct of Union business.

5. USE OF CCSD FACILITIES

- A. The parties agree that the Union shall have the right to use CCSD bulletin board space allocated for Union material and notices at all work sites.

- B. Upon prior arrangement with the Fire Chief, the CCSD shall provide a meeting room in the Fire Station, if available, at no cost to the Union for the purpose of conducting Union meetings.

6. UNION DUES

- A. ~~It is agreed that Union members shall remit their individual union dues independently. The Union is responsible for notifying the District when it adds or removes a dues paying member. The Union is also responsible for collecting and maintaining dues deductions authorization forms.~~
- B. The Union shall indemnify and hold harmless the CCSD, its officers, agents and employees from any and all claims, demands, costs (except as noted in section 6A, above), expenses, or liability arising out of this section, arising from the implementation of this section.

7. CCSD (DISTRICT) RIGHTS

- A. The CCSD retains, solely and exclusively, all rights and authority of management that have not been expressly abridged or limited by the various provisions of CCSD Code Chapter 2.04: "Employer-Employee Relations" and Chapter 2.08: "Personnel System", or of this MOU.
- B. The sole and exclusive rights and authority of the CCSD that are not abridged by this MOU shall include, but not be limited to, the following:
  - 1. Those rights stated in CCSD Code Section 2.04.050: "District Rights."
  - 2. The right to determine the existence or non-existence of facts that are the basis for management decisions.
  - 3. The right to determine the nature, manner, and extent of services to be provided to the public, methods of financing; and types of equipment to be used.
  - 4. The right to establish, continue, discontinue, or modify policies, practices, or procedures, subject to the provisions of the Meyers-Milias-Brown Act.
  - 5. The right to determine the number, location, and types of its operations, and the methods, processes and materials to be employed, including the right to introduce new or improved methods or facilities; to discontinue processes or operations or to discontinue their performance by employees; the right to contract or sub-contract any work or operations of the CCSD; to determine the number of hours per day or per week operations shall be carried on, and the schedules thereof, subject to the provisions of the Meyers-Milias-Brown Act.
  - 6. The right to select, determine and schedule the number and types of employees required.

7. The right to assign work to such employees in accordance with requirements determined, by management, consistent with provisions of established CCSD and Department rules, regulations, policies and procedures.
8. The right to establish and change work schedules and assignments, subject to the provisions of the Meyers-Milias-Brown Act.
9. The right to transfer, reclassify, promote or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other lawful reasons; to determine the facts of lack of work.
10. The right to make and enforce safety rules and work rules for the maintenance of discipline, and to take disciplinary action.
11. The right to determine and exercise the procedures and standards of selection for employment and promotion.
12. The right to enforce dress and grooming standards.
13. The right to determine the content and intent of job classifications.
14. The right to determine style and/or types of CCSD issued wearing apparel, equipment or technology to be used.
15. Subject to the provisions of the Meyers-Milias-Brown Act, the CCSD shall reserve all other prerogatives and responsibilities typically inherent to the CCSD, provided such prerogatives and responsibilities are not contrary to CCSD Code Chapter 2.04: "Employer-Employee Relations" or this MOU.

8. EMPLOYEE RIGHTS

Employees of the CCSD shall have the rights specified in CCSD Code Section 2.04.040: "Employee Rights".

9. UNION RIGHTS

- A. The CCSD will allow an employee to take leave for Union business if the Fire Chief determines that such leave will not be disruptive of CCSD or Department business.
- B. The CCSD will make available to the Union, in the same manner as to the public, the Agendas for CCSD Board Meetings.

10. NON-DISCRIMINATION

- A. The CCSD and Union agree that the provisions of this agreement shall be applied equally to all employees without favor or discrimination because of race, religion, color, sex, age (40 and over), physical or mental disability, medical condition, genetic characteristics or information, marital status, sexual orientation, national origin, ancestry, military and veteran status, or any basis protected by law.

- B. The CCSD and Union agree that neither party will unlawfully interfere, intimidate, restrain, coerce, or discriminate against any employee in his/her free choice to participate in Union activities, or to join the Union.

11. PERSONNEL FILES

- A. Material in the personnel file of a unit member that may serve as a basis for affecting the status of his/her employment will be made available for inspection by the involved employee in a reasonable manner and in accordance with legal standards.
- B. When information of a critical or derogatory nature is placed in the personnel file of a unit member, that unit member will be given notice and an opportunity to review and comment on that material. Such employee will have the right to have his/her own written comments attached to any such derogatory statement, within a reasonable time after such information is placed in his/her file and in accordance with legal standards.
- C. A unit member shall have the right to authorize, in writing, a representative to examine his/her personnel files in accordance with legal standards.

12. REDUCTION IN WORK FORCE

When, in the judgment of the CCSD Board of Directors, it becomes necessary to make a reduction in the work force, whenever possible, such reduction shall be accomplished through attrition. If a reduction in the work force is necessary, layoffs shall be based on seniority within the classification targeted for elimination. The CCSD shall provide thirty (30) days written notice to the affected employee(s). Employees subject to layoff shall be eligible to voluntarily demote to a lower classification based on seniority in the lower classification. For these purposes, time served in any higher classification shall count toward seniority in any lower classification. Reinstatement from layoff shall be based on seniority where the vacancy occurs. Eligibility for reinstatement of an employee laid off shall be for a period of twenty-four (24) months from the effective date of the layoff. The date of reinstatement shall constitute the new hire date for medical and dental benefits including the HRA (Health Reimbursement Account) benefit as described herein.

13. GRIEVANCE PROCEDURE

- A. Purpose: It is the intent of this section to provide a method of communication through which the Union or an individual covered employee may have a complaint heard and decided in an orderly and fair manner. The Union or an individual covered employee may be represented in their dealings with the CCSD under this section by an agent of their choice.
- B. Definition: A grievance is a complaint of the Union or an individual covered employee concerning the application of:
  - 1. The administration of the conditions of employment, including job description, salary and benefits in force between the CCSD and the Union or individual employee.



2. Working conditions within the control of the General Manager or the Fire Chief, including the CCSD or Department policies, procedures, rules and regulations, and for which no other procedures for orderly solution of such complaints exist.
- C. Informal Resolution (Level I): The Union or any covered employee shall first discuss the alleged grievance with the affected employee's immediate supervisor within twelve (12) regular business days of the event causing the grievance. If the Union or individual employee is not satisfied with the supervisor's solution to the complaint, the grievance may then be entered into the next level of the grievance procedure (Level II).
  - D. Formal Resolution (Level II): If a complaint or grievance is not resolved at Level I (informal resolution), the Union or affected employee may submit the complaint in writing to the General Manager within five (5) regular business days of receipt of such grievance. The General Manager shall investigate and provide a written response to the Union or affected employee within ten (10) regular business days.
  - E. Formal Resolution (Level III): If a complaint or grievance is not resolved at Level II, the Union or affected employee may appeal in writing to the General Manager for a hearing before the CCSD Board of Directors. Such appeal shall be delivered to the General Manager within no more than five (5) regular business days from the date of receipt of the General Manager's written findings under Level II of this procedure. Upon receipt of the written appeal for a hearing before the Board, the General Manager shall schedule a closed session of the Board to conduct the hearing. Such hearing may be held at the Board's next regular meeting or at any time within thirty (30) regular business days of the General Manager's receipt of the appeal. At the written request of the appellant, such hearing shall be held in an open session of the Board. At such hearing, the appellant shall present such facts and opinions as deemed relevant. The Board shall also hear such evidence in support of the CCSD position as well as the recommendation of the General Manager. The Board may continue the hearing as deemed necessary. The Board shall render its decision within thirty (30) regular business days from the close of the hearing. The decision of the Board in such matters shall be final. For purposes of this section, a regular business day is any day in which the administrative offices of the CCSD are open for the business of the general public.
14. HOURS OF WORK AND WORK SCHEDULES  
 Covered employees may be assigned to a 40-hour workweek schedule, consisting of four (4) consecutive ten (10) hour work days, or a 56-hour (average) workweek schedule, consisting of twenty-four (24) hour work shifts that are scheduled in a manner so that each employee is assigned to duty an average of one third (1/3) of the days of a designated work period. The current 56-hour (average) workweek schedule consists of two consecutive 24-hour work shifts (48 consecutive duty hours) followed by four consecutive calendar days off (96 consecutive hours off duty).
  15. OVERTIME
    - A. Non-exempt employees assigned to a 56-hour (average) workweek schedule will receive pay for overtime as defined in the Fair Labor Standards Act (FLSA) (29.U.S.C.207k) and as described herein - overtime is defined as hours worked in excess of a total of 182 in a 24 day work period, as established by the CCSD.

Non-exempt employees assigned to a 40-hour (average) workweek schedule will receive pay for overtime for all hours worked in excess of 80 hours in a 14-day work period, as established by the CCSSD.

- B. For purposes of calculating overtime hours, approved leave (holiday, vacation, sick leave, ~~paid administrative leave~~, compensatory time off, and ~~bereavement leave~~) shall be considered time worked. The following shall not be considered time worked for purposes of calculating overtime hours: unpaid leave, suspensions, paid administrative leave relating to the implementation of disciplinary action, workers compensation leave, and 4850 leave.
- C. All overtime shall be paid at a rate of one and one-half (1 ½) times the regular hourly rate of pay.
- D. After a single 48-hour rotation, overtime shifts may be staffed by out of class assignments and/or qualified reserves as determined by the Fire Chief. Absences, which are initially known to exceed 96 consecutive hours, may be filled by out of class assignments and/or qualified reserves immediately.

#### 16. COMPENSATORY TIME

In lieu of overtime pay, covered employees may accrue compensatory time off (CTO). Accrued CTO may be taken as paid leave in the same manner as vacation leave, or may be converted to cash at the request of the employee, and with the approval of the CCSSD. All CTO not taken as paid leave or converted to a cash payment prior to the first full pay period in June of each year shall be automatically converted to a cash payment to the employee before the end of the fiscal year. At the written request of the employee, the CCSSD General Manager may authorize a carryover of accrued CTO from one fiscal year to the next in an amount not to exceed 40 hours (for employees assigned to a 40-hour week) or 56 hours (for employees assigned to a 56-hour average week). Requests for carryovers must be submitted in writing to the General Manager no later than June 10<sup>th</sup> each year. In no event may CTO accrue more than the legally allowed 480 hours.

#### 17. CALL BACK

Each non-exempt employee who responds to a call-back from off-duty status shall be compensated at a minimum of two (2) hours for each response. If the actual call back event extends beyond two (2) hours, all time worked will be compensated on an hour for hour basis and will be counted as hours worked for purposes of overtime calculations.

#### 18. HOLIDAYS

- A. For 40 hour per week employees, the following are the eleven standard paid holidays observed by the CCSSD:

|                        |                  |                        |
|------------------------|------------------|------------------------|
| New Years Day          | Independence Day | Thanksgiving Day       |
| Martin Luther King Day | Labor Day        | Day After Thanksgiving |
| President's Day        | Columbus Day     | Christmas Day          |
| Memorial Day           | Veterans Day     |                        |

In lieu of Lincoln's Birthday, Admissions Day and the half day for Christmas Eve/New Year's Eve, float holiday time shall be provided each employee employed by the CCSD on July 1 of each year, provided the employee was employed continuously by the CCSD on or before the previous January 1<sup>st</sup>. Float holiday hours will be accrued on July 1<sup>st</sup> of each year based on the following chart:

| Regular # of hours/day | Total # of Holiday Hrs/Yr |  | 11 Std Holiday Hours/Yr |  | July 1 <sup>st</sup> Float Holiday Hours to Accrue |
|------------------------|---------------------------|--|-------------------------|--|--|
| 8                      | 110                       |  | 88                      |  | 22   |
| 9                      | 110                       |  | 98                      |  | 12   |
| 10                     | 110                       |  | 110                     |  | 0  |
| 24                     | 154                       |  | Accrue biweekly         |  | Accrue biweekly                                    |

*Per Section 22 C – regular part time employees shall receive holiday pay on a pro rata basis:*

- B. In lieu of time off on holidays, covered employees assigned to a 56-hour workweek shall accrue 5.92 hours of holiday leave per 14-day payroll period for a total of 154 hours per year (based on 110 hours per year times the conversion factor of 1.4). Such holiday leave may be taken as paid leave in the same manner as vacation leave or CTO, or may be converted to a cash payment at the request of the employee, and the approval of the CCSD.
- C. Unless otherwise provided in this section, for 40-hour per week employees, when a holiday listed herein falls on a covered employee's regular day off, such employee shall be assigned an alternate day off within the payroll period in lieu of the actual holiday. Unless directed otherwise by the Fire Chief, such alternate day off shall be assigned to the scheduled work day either immediately following, or immediately preceding the affected holiday.
- D. Regular part-time employees shall accrue holiday leave on a pro rata basis according to hours worked.
- E. Balances in the holiday/float holiday accrual bank existing prior to the first full pay period in June of each year shall automatically be converted to a cash payment before the end of the fiscal year. The employee's last paycheck in June will include the applicable cash payment unless State or Federal regulations indicate differently. Holiday leave may not be carried over from one fiscal year to the next.

#### 19. VACATION

- A. Covered Employees assigned to a 40-hour workweek schedule shall accrue vacation leave as follows:
  - From the date of hire through the end of the 5<sup>th</sup> year of service (60 months):  
3.08 hours biweekly (80 hrs/yr)
  - 5 through the end of the 10<sup>th</sup> year of service (120 months):  
4.61 hours biweekly (120 hrs/yr)
  - 10 through the end of the 15<sup>th</sup> year of service (180 months):

6.15 hours biweekly (160 hrs/yr)

- 15 years and one day or more (180 months plus one day):  
7.69 hours biweekly (200 hrs/yr)

B. Covered employees assigned to a 56-hour average workweek schedule shall accrue vacation leave as follows:

- From the date of hire through the end of the 5<sup>th</sup> year of service (60 months):  
4.31 hours biweekly (112 hrs/yr)
- 5 through the end of the 10<sup>th</sup> year of service (120 months):  
6.46 hours biweekly (168 hrs/yr)
- 10 through the end of the 15<sup>th</sup> year of service (180 months):  
8.62 hours biweekly (224 hrs/yr)
- 15 years and one day or more (180 months plus one day):  
10.77 hours biweekly (280 hrs/yr)

C. As of the end of the first full pay period in June of each year, an employee shall have an accrual balance of no more than the number of vacation hours he/she is entitled to earn in two years of employment. If an employee's accrued vacation balance exceeds such accrual limitation, the employee shall be paid cash for the number of excess unused vacation hours on the last paycheck in June of each year. An exception to the number of hours carried over may be made at the discretion of the General Manager.

D. Vacation leave will be scheduled on a semi-annual basis during the months of December and June at a time to be designated by Management. Based on their seniority, employees will select vacation leave in two consecutive rotation blocks. Employees with the greatest seniority will select the first consecutive rotation blocks until each employee has had an opportunity to select as many blocks of vacation leave as is equal to the total number of his or her accrued vacation leave.

Employees shall not checker their rotation blocks across the calendar, but will have one opportunity, per selection round, to select up to two consecutive rotation blocks for a single period of leave. Employees who do not select a two consecutive rotation blocks during the first selection round and who still have remaining vacation leave accrued will be allowed to select additional blocks of time, up to two consecutive rotation blocks per selection round based on seniority. Members who do not wish to take vacation may waive their turn without forfeiting any vacation leave they may have accrued up to that time.

## 20. SICK LEAVE

A. Paid sick leave is available to all employees for all uses permitted by law as set forth in the District's Personnel Policies and Procedures.

Each full-time employee, assigned to a 40-hour workweek, shall accrue sick leave from the date of employment at the rate of 4.6 hours per 14-day payroll period (or 120 hours per year).

- B. Each full-time employee, assigned to a 56-hour average workweek, shall accrue sick leave from the date of employment at the rate of 6.4 hours per 14-day payroll period (based on 120 hours per year times the conversion factor of 1.4).
- C. Regular part-time employees shall accrue sick leave on a pro rata basis according to hours worked.
- D. Unused sick leave may be accumulated without limit.
- E. Sick leave may be taken for reasons provided by law as set forth in the District's Personnel Policies and Procedures, and such reasons as personal illness or injury; required attendance of an employee to care for a sick or injured spouse, recognized domestic partner, child, or other immediate family member residing with the employee; medical or dental appointments.
- F. Upon termination of employment in good standing (i.e., resignation/retirement excluding disciplinary termination and resignation/retirement in lieu of disciplinary termination), of a full-time or regular part-time employee, such employee shall be paid for 50% of accumulated unused sick leave, to a maximum of 900 hours for employees assigned to a forty-hour workweek (50% times 900 hours = 450 hours possible), and to a maximum of 1260 hours for employees assigned to a 56-hour average workweek (50% times 1260 = 630 hours possible).
- G. Employees may voluntarily transfer up to forty (40) hours of unused sick leave per fiscal year in one (1) hour increments to a "sick leave bank" under the conditions established herein. The sick leave transfer shall be on an hour for hour basis and subject to the following conditions:
  - 1. The employee donating the sick leave must have a minimum of eighty (80) hours of accrued sick leave available after the donation. No transfers of sick leave shall be allowed when the donating employee is terminated, separated or retires from the CCSD within nine (9) months after the donation. All transfers to the "sick leave bank" shall be non-reversible and donations shall be processed on the CCSD's Personnel Action Form in the same manner as any other leave request.
  - 2. Employees eligible to receive sick leave hours from the "sick leave bank" must have been employed by the CCSD for a minimum of eighteen (18) months, have exhausted all paid leave and are suffering from a long term illness or injury that will result in the loss of work for a period of at least twenty consecutive (20) working days. These "sick leave bank" provisions shall extend to the required attendance of an employee for the care of a spouse, child or other immediate family member residing with the employee. The General Manager shall review, approve, modify or deny requests for use of the "sick leave bank" based on the employee requests and the criteria established in this Section.
  - 3. Employees utilizing the "sick leave bank" may integrate these benefits with the provisions of the Section of this MOU entitled "*State Disability Insurance*" for SDI integration, as well as Worker's Compensation integration, provided however, that the

total compensation from these sources combined shall not exceed the employee's base salary.

4. The CCSD reserves the right to request additional information on the nature of the injury or illness and/or require verification from a medical doctor regarding the diagnosis prior to making an eligibility determination.
5. The maximum sick leave available for use by an eligible employee during any twelve (12) month period shall be the lesser of 1056 hours or the amount of sick leave available in the "sick leave bank". Allocation of hours from the "sick leave bank" shall commence on the date that all other leave of the requesting employee is exhausted. Subsequent eligibility by additional employees for use of the "sick leave bank" shall result in the concurrent use of available hours in the "sick leave bank".

H. A sick leave incentive plan shall be provided for the conversion of twenty--four (24) hours of sick leave to vacation or pay if no sick leave is used by an employee during the calendar year provided that the employee was employed continuously from January 1<sup>st</sup> through December 31<sup>st</sup>. The employee must request the conversion during the month of January for the previous calendar year. Failure to request the conversion during January will result in ineligibility for conversion for the previous calendar year. All requests for conversion are non-reversible and shall require prior approval by the General Manager.

H.I. [Unit members shall be eligible for benefits under the California Family Rights Act or Federal Family Medical Leave Act pursuant to state and federal law or District policy. Leaves of absence will run concurrently with the CFRA or FMLA when applicable.](#)

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## 21. BEREAVEMENT LEAVE

- A. Covered employees shall be eligible for a temporary leave of absence without loss of compensation, upon the death of any member of the immediate family. Such leave shall not exceed five calendar days per year (40 hours total for a 40 hr/wk employee or 56 hours for a 56 hr/wk employee). After use of bereavement leave has been exhausted in any calendar year, a covered employee may use other paid leave including sick leave, if necessary, for this purpose.
- B. For purposes of this section, members of the immediate family shall be defined as mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, guardian with whom the employee has lived, and as provided by law. These definitions shall include "in-law" relationships in each case and "step" relationships in the case of parents and children.

## 22. JURY DUTY

Covered employees who are called or required to serve as a trial juror, upon notification and appropriate verification submitted to the Fire Chief, shall be entitled to be absent from his/her duties with the CCSD during the period of such service or while necessarily being present in court as a result of such call. The employee's normal compensation shall be continued during such period of jury duty. The employee shall relinquish to the CCSD any compensation received for jury service.

### 23. CLOTHING AND BOOT ALLOWANCE

Covered employees shall maintain a minimum of two sets of uniform clothing (pants and shirt) and one pair of CAL-OSHA approved fire safety boots (station boots). Uniform clothing and boots shall be maintained in a fully serviceable condition, clean, and free of signs of wear. Uniform items and boots that are faded, torn, or show similar signs of over use may not be worn while on duty.

The District shall provide covered employees with an annual boot or safety shoe allowance of \$250, payable in July of each year. The remainder of employees' uniform clothing (defined above) replaced on an as needed basis, as determined by the District, up to a maximum value of one uniform annually. The District shall inspect covered employees' uniforms to determine whether a District-issued uniform is warranted or not.

### 24. HEALTH BENEFITS

- A. In the event that legislation is passed allowing for local PERS agencies to reduce contributions for retiree health insurance coverage, all employees retiring after the effective date of such legislation shall be provided health insurance coverage at the same ratio as current employees. Employees retiring prior to such legislation shall have insurance coverage as currently provided.
- B. For all regular employees working full time, the District will pay 85% of the premiums currently in effect for employee and dependent coverage for the lowest cost plan available to District employees offered through the PERS system ~~(the Blue Shield Net Value HMO is currently the lower health plan that is utilized)~~ However, the District shall have the unilateral discretion to provide a higher level plan. The District payment is inclusive of the PERS minimum health contribution ~~(currently \$115/mo)~~. The balance of the total District contribution is a cafeteria like plan contribution. In the event an employee elects a higher cost coverage, the employee shall pay the increased cost for that plan. District premium payments apply to retirees and their dependents as applied to active employees and their dependents for employees/retirees hired before October 1, 2012.
- C. Employees hired after October 1, 2012 shall be eligible to receive retiree health contributions in an amount equal to PERS minimum health contributions only.
- D. **HEALTH REIMBURSEMENT ACCOUNT (HRA)**
  - (i) **Regular employees**, after completion of their probationary period, shall be eligible for the Health Care Reimbursement Program.

Eligible employees shall receive a credit of \$1300 in the approved program for eligible reimbursable costs January 1<sup>st</sup> each year. This program shall be administered by an approved third party provider and shall conform to all applicable laws, rules and regulations.

- (ii) **Probationary employees** shall become eligible for this benefit upon successful completion of their probation. The benefit is pro-rated for new employees and is not retroactive. It takes effect with the next full pay period after passing probation.

Employer contributions are \$50 per pay period for the remaining periods in the calendar year after passing probation. Reinstated employees would be covered by this section.

**Promotional probationary employees** are not subject to the same guidelines as new probationary employees. Promotional probationary employees are covered under paragraph (i) above as a regular employee.

- (iii) **Part-time employees** hired after July 1st 2006 are eligible for a pro-rated portion of the benefit. For example, half-time employees will be eligible for \$25 per pay period after successfully passing probation. Non-probationary half-time employees are eligible for \$650 on January 1st. Full-time employees who convert to a part-time schedule will also have this benefit pro-rated based on their average hourly work schedule.

(iv) **Retired Employees**

Retirees who qualify for this benefit:

- The benefit extends into retirement for existing Union employees (as of July 1st 2006) and the benefit extends to employees who retired between July 1st 2004 and June 30th 2006.

Retirees who do not qualify for this benefit:

- Employees hired on or after July 1st 2006 will not be eligible for this benefit after separation from the CCSD whether through retirement, voluntary separation, or any other means.
- The benefit does not extend into retirement if the employee did not retire from the CCSD, but retires from another agency.
- This benefit does not extend to people who retired before July 1<sup>st</sup> 2004 – as the benefit did not exist for retirees before July 1<sup>st</sup> 2004.
- Upon death of the retired employee, this benefit does not extend to the spouse of the retired employee.

25. DENTAL INSURANCE

- A. For all regular employees working fulltime, the District will pay ~~90~~<sup>99.85</sup>% of the premiums for employee and dependent coverage for the lowest cost dental plan. In the event the employees elect a higher cost coverage, the employees shall pay the increased cost for that plan.
- B. The District and employees shall each pay 50% of any increase in dental benefit premiums.

26. LIFE INSURANCE

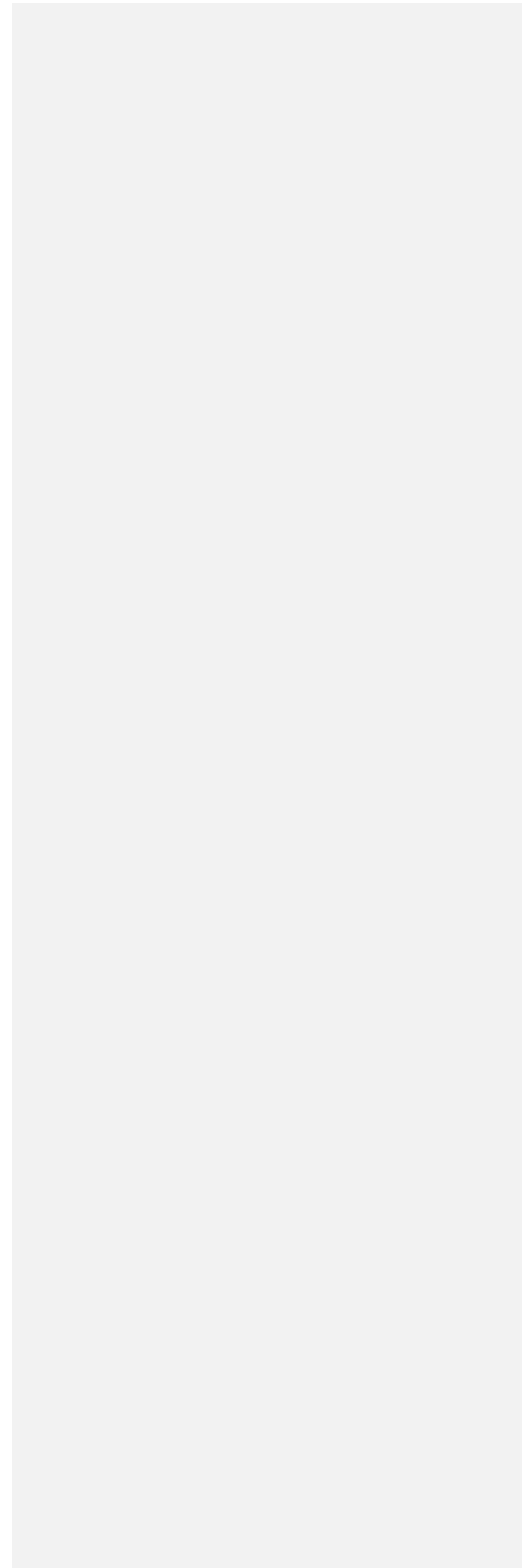
A Group Life Insurance Plan will be provided with a \$25,000 life insurance policy for each unit member, a \$1,000 policy for each employee's spouse, and a \$1,000 for each employee's dependent under the age of 21. The CCSD will pay the full monthly premium for each unit member, spouse, and dependent children.

27. DOMESTIC PARTNERS

Domestic partners (as defined by Family Code Section 297 and registered with the State of California) shall be included as dependents and eligible for specific benefits as is legally required.



By extending to an employee the specific benefits defined by this Article, the CCSD does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner.



28. RETIREMENT

- A. The CCSD provides a Retirement Program for all regular employees working half-time or more. The Retirement Program may be provided through contract with the California Public Employees Retirement System (PERS), as is currently provided and may be integrated with Federal Social Security Program, as is currently provided. The CCSD shall provide the PERS 3% @ 50 public safety retirement plan for covered employees, including single highest year computation, for all employees hired before December 28, 2012. All covered employees hired on or after December 28, 2012 who are not defined as "new members" under the Public Employees Pension Reform Act ("PEPRA") will be covered by the 3% @ 55 retirement formula and the 36 highest consecutive months' final compensation provision. All covered employees hired on or after January 1, 2013 and who are defined as "new members" under PEPRA will be covered by the 2.7% at 57 retirement formula and the 36 highest consecutive months' final compensation provision.
- B. The current employee share contribution to the PERS Retirement Program is 9% of wages and is subject to change.

Employees who are not subject to PEPRA shall pay 100 % of the entire designated employee share of PERS retirement contributions. Employees defined as "new members" under PEPRA shall pay 50% of the total normal cost of the retirement benefits, as determined by CalPERS.

- C. The employee's share of mandated Social Security contributions is paid 100% by the employee, by payroll deduction. The employer's share of mandated Social Security contributions is paid 100% by the employer.

29. STATE DISABILITY INSURANCE (SDI)

The CCSD shall provide for the integration of SDI benefits with sick leave or vacation leave on a pro rata basis. The procedure shall not allow the employee to receive more than he/she would have received if the employee were on regular duty, but shall allow the employee to receive a full salary for as long as his/her sick leave and vacation leave will allow through such integrated use.

30. ADVANCEMENT IN SALARY (MERIT ADJUSTMENTS)

- A. The salary range set forth for each classification is divided into five (5) steps that are implemented as follows. Salary steps within a range are typically established in five percent (5%) increments.
- B. Typically, upon appointment to any classification within the CCSD system, an employee is placed at the beginning ("A") step of the range. Upon determination of the General Manager that the needs of the CCSD and the qualifications of the employee so warrant, a newly appointed employee may be assigned to any step in the salary range.
- C. Progression from one step in a salary range to the next shall be based upon a satisfactory written performance evaluation provided by the Fire Chief and accompanied by a recommendation to the General Manager to implement a step increase. The decision to implement such increase shall rest with the General Manager.

- D. Progression from the initial step in the range to the next step will typically occur upon the satisfactory completion of a one--year probationary period. All subsequent salary increases within the salary range shall typically occur at one-year intervals, based on satisfactory performance.
- E. Covered classifications are assigned to salary ranges as provided in Appendix "A" attached.

### 31. SALARY

#### A. *Longevity Pay*

Upon completion of 10 years (120 months) of continuous employment with the CCSD, covered employees will receive a 5% increase in base salary. Upon completion of 15 years (180 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in a 7.5% overall increase). Upon completion of 20 years (240 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in a 10.0% overall increase). Qualification for each increase shall be based on an employee's original date of hire with the CCSD. Such increases shall be applied at whatever salary range and step the employee occupies after becoming eligible.

Employees hired on or after June 25, 2015 are not eligible to receive Longevity Pay.

#### B. *Accrual Cash Outs*

Accrual cash outs shall be paid on the employee's base pay rate only. All overtime pay, incentive pay including merit, longevity, allowances and other specialty pay is excluded from all accrual cash out calculations.

#### C. *Salary Increases*

During the term of this agreement the parties have negotiated the following wage increases to provide both cost of living increases and equity adjustments:

##### First year of the agreement:

Effective the first full pay period following ratification and Board approval 3%

##### Second year of the agreement:

Effective the first full pay period following December 31, 2020 3.25%

##### Third year of the agreement:

Effective the first full pay period following December 31, 2021 3.75%

##### Fourth year of the agreement:

Effective the first full pay period following December 31, 2022 4%

##### Fifth year of the agreement:

Effective the first full pay period following December 31, 2023 4%

During the course of this agreement if the District's non-discretionary expenses significantly surpasses projections, the District shall have the right to reopen this agreement in order to

avoid potential layoffs in the Fire Department or reductions in services. It is the District's intent to define non-discretionary expenses as expenses in the District's budget which cannot be arbitrarily spent by the District, i.e. one-time expenditures that are not required by the District.

32. SALARY AND BENEFITS CONVERSION

A. The Multiplier

When a covered employee is transferred from one work schedule to another (e.g. 40-hour to 56-hour average), hourly rates of pay, leave accruals, overtime pay and all other pay and benefits that are affected by an hourly computation shall be converted to the appropriate proportional amount. The conversion factor from a 40-hour week to a 56-hour average week shall be 0.714. The conversion factor from a 56-hour average week to a 40-hour week shall be 1.4.

B. Modified Duty

When a covered employee is assigned to a modified duty position, due to illness or injury, such assignment shall be on a 40-hour week basis. Such assignment shall occur at the sole discretion of the Fire Chief, and shall only be made when there is sufficient benefit to the CCSD to warrant such assignment.

33. WORKING OUT OF CLASS

Normal Out of Class Pay: Covered employees who are assigned by the Fire Chief or the CCSD General Manager to work in a higher salary range for more than 48 consecutive work hours (for 24-hour shift employees) or 20 consecutive work hours (for 10-hour shift employees) in any period shall be paid for the entire period they are assigned to work in such higher classification at the "A" step of the assigned higher salary range, provided that such out of class pay shall not be less than 5% above the assigned employee's normal pay rate. This provision does not apply to opportunities for Acting Chief assignments.

Engineer Out of Class Pay: Covered employees who are assigned by the Fire Chief or the CCSD District Manager to work in a higher classification shall be paid for the entire period they are assigned to work in such higher classification at 5% above the assigned employee's normal rate of pay.

No out-of-class/position assignment shall exceed nine hundred sixty (960) hours per fiscal year when the temporarily reassigned employee is providing coverage during recruitment to fill a vacant higher-level classification.

34. ACTING DUTY CHIEF

The positions of Acting Chief (AC) and Duty Officer (DO) will be assigned by the Fire Chief when the Fire Chief is unavailable for response for an extended period of time as determined by the Fire Chief. When these duties are assigned, the applicable Specialty Pay will begin from the time of assignment, to coincide with the Fire Chief's absence and to provide continuous response coverage.

The assigned Captain on duty will provide coverage as the Acting Chief (AC) during their regular shift and shall receive \$35 Specialty Pay per 24-hour shift in addition to their regular pay. Such pay shall be in lieu of any salary increase and for payroll purposes may be paid in hourly increments for such assignments.

To ensure proper coverage the Fire Chief may assign the position of Duty Officer -(DO) to an off duty Captain who will be on standby, will respond to calls and will provide the necessary coverage. While on standby they will receive \$90 Standby Pay per 24-hour shift. Such pay shall be in lieu of any salary increase and for payroll purposes may be paid in hourly increments for such assignments. Additionally, they shall be paid for their response time in accordance with their current MOU Section 17, CALL BACK; *“Each non-exempt employee who responds to a call-back from off-duty status shall be compensated at a minimum of two (2) hours for each response. If the actual call back event extends beyond two (2) hours, all time worked will be compensated on an hour for hour basis and be counted as hours worked for purposes of overtime calculations.”*

[The Chief may designate an alternative staff member as he or she deems appropriate to serve as the duty officer in charge.](#)

### 35. PROMOTIONAL ADVANCES

When a covered employee is promoted to a higher classification, he/she will typically be placed at a step in the salary range of the new position which will result in a salary increase of at least 5%. In the event that the top step ("E") of the new range does not allow for a 5% increase, the appointment shall be made to the top ("E") step of the promotional position's range.

### 36. POLICY DEVELOPMENT

It is recognized that the CCSD and the Fire Department are continuously involved in developing methods to improve the delivery of services to the public and to increase operational effectiveness. To this end, the CCSD will consult with the Union over the development of new policies, procedures, rules and regulations; the modification of existing policies, procedures, rules and regulations; the introduction of new methods and technologies to department operations, as deemed necessary during the term of this agreement. Due consideration will be given to the interests of the Union in the implementation of any such policies, procedures, rules and regulations or the implementation of new methods or technologies.

### 37. PART-TIME EMPLOYEES

- A. An average of under 20 hours per week will receive a pro-rata portion of vacation, sick leave and holiday pay only as recognized for new hires.
- B. An average of over 20 hours per week will receive a pro-rata portion of leave i.e., vacation, sick leave and holiday pay as recognized for new hires. No health benefits, PERS retirement if and when eligible for membership.

- C. An average of over 30 hours per week: will receive a pro-rata portion of health benefits, dental benefits, vacation, sick leave, and holiday, as recognized for new hires and PERS retirement in pro-rata portion.

#### PARAMEDIC COMPENSATION

- A. Paramedic compensation shall be \$600 per month.
- B. Paramedic assignment pay for all current, full-time, San Luis Obispo County paramedic certified/accredited employees hired on or before April 28, 2016:
- Employees that possess a valid Paramedic Certificate/Accreditation in San Luis Obispo County will be called upon to perform paramedic services and shall receive a monthly stipend. Those who receive the stipend will be required to use their paramedic skills whenever necessary. Failure to maintain the paramedic certification/accreditation will result in the termination of the stipend and potential termination of the ALS/paramedic services provided by the District if the District, within its discretion, determines it is not able to meet staffing requirements, including the requirement of one paramedic per shift.
  - Pursuant to CCR Section 571, Paramedic Assignment Pay shall be reported to CaIPERS as special compensation under the category of Education Pay - Paramedic Pay.
- C. The District will continue its current practice of paying for the following costs (via reimbursement) in order for current, full-time, San Luis Obispo County paramedic certified/accredited employees hired on or before April 28, 2016 to maintain their San Luis Obispo County Paramedic Accreditation:
- License every two years - currently total of \$200;
  - 48 hours of continuing education on duty; online - SDRMA;
  - 6 base station meetings over the course of two years, which includes overtime and/or back filling; and
  - County ALS Class - SLO EMSA APR.
- D. If an employee does not fulfill all paramedic certification and accreditation requirements, and such failure is due to the employee, then the Paramedic Assignment Pay above shall be discontinued until proof of certification and accreditation are provided to the District. In addition, an employee who does not satisfactorily complete the necessary minimum requirements for certification, accreditation, education, and employment as a paramedic shall not be eligible for reimbursement of expenses and shall agree to return any advance payments received.
- E. It is agreed and understood that if at any time the District, within its discretion, determines that it is not able to meet the staffing requirements, including the requirement of one paramedic per shift and the ALS/paramedic services provided by the District cease, the Paramedic Assignment Pay will immediately cease.

F. GRANDFATHERING CLAUSE: Agree to grandfathering in for all current, full-time, San Luis Obispo County paramedic certified/accredited employees hired on or before April 28, 2016 to this policy but require all new hires hired on or after April 29, 2016 to possess San Luis Obispo County paramedic certificate/accreditation as a condition of becoming employed. District to prepare corresponding revised position description for new hires.

G. CURRENT NON CERTIFIED EMPLOYEES AND NEW HIRES: For current employees hired on or before April 28, 2016 and who do not have a San Luis Obispo County paramedic certification/accreditation and for new hires hired on or after April 29, 2016, the District will not incur any costs associated with such individuals obtaining San Luis Obispo County paramedic certification/accreditation; however, for such individuals, following their obtaining such certification/accreditation, the District will pay the above-specified Paramedic Assignment Pay and costs for maintaining such certification/accreditation, with the same conditions noted above for payments and potential ceasing of payments.

3839. SEVERABILITY

If any section of this MOU shall be found invalid or unlawful by reason of existing or subsequently enacted legislation, or by judicial authority, all other sections of this MOU shall remain in full force and effect for the duration of the term of this MOU.

3940. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall be from ~~November 15, 2018~~~~December 31, 2019~~~~February 20, 2020~~ through ~~November 15, 2019~~ ~~February 20, 2025~~~~January 1, 2024~~. On mutual agreement of the parties, items subject to the meet and confer process may be opened for discussion with the exception of wages and retirement benefits. Additionally, upon written notification by the District, IAFF agrees to promptly meet and confer over proposed changes to the Personnel Policies and Procedures that significantly affect employee's wages, terms, and working conditions.

The undersigned have signed this Memorandum of Understanding as of the dates indicated below.

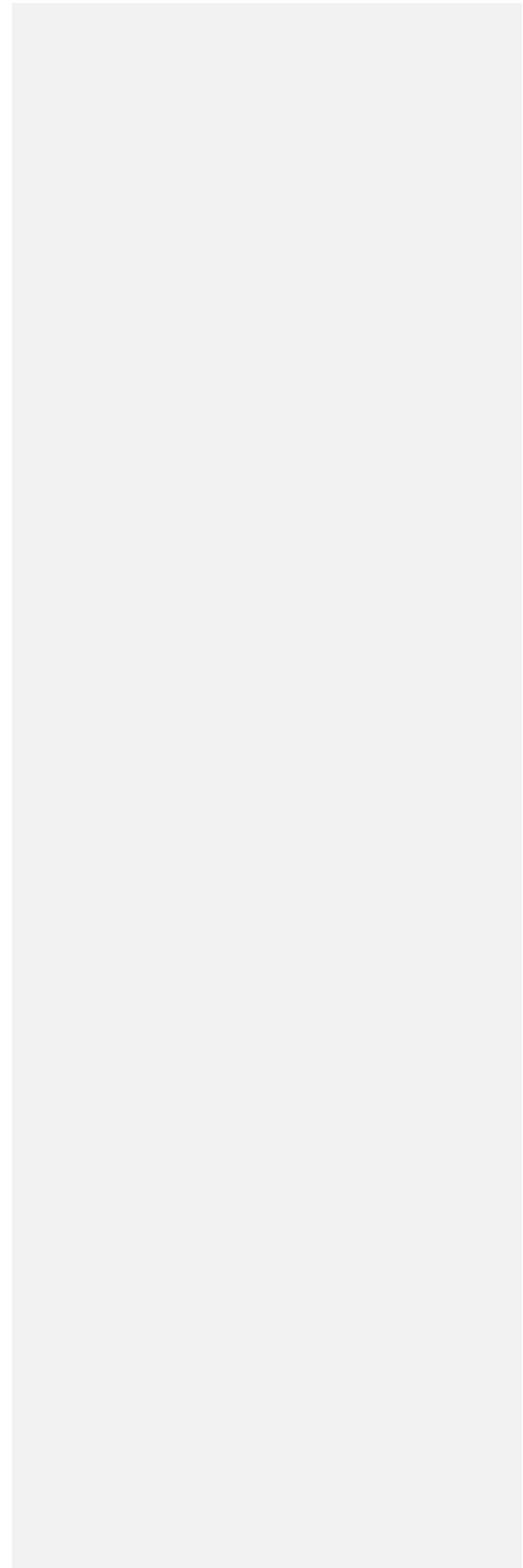
**CAMBRIA COMMUNITY SERVICES DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John F. Weigold IV  
General Manager

**CAMBRIA FIREFIGHTERS /  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS IAFF LOCAL 4635**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Burkey  
IAFF Local 4635  
CCSD ~~Fire Captain~~ Engineer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
~~Johnathan Gibson~~ Daniel McCrain  
IAFF Local 4635  
CCSD Fire Captain





CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.B.**

FROM: John F. Weigold IV, General Manager

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Meeting Date: March 12, 2020

Subject: CONSIDERATION OF ADOPTION OF  
RESOLUTION 06-2020 AMENDING  
THE DISTRICT SALARY SCHEDULE

**RECOMMENDATIONS:**

Staff recommends that the Board adopt Resolution 06-2020 amending the CCSD salary schedule.

**FISCAL IMPACT:**

There is no fiscal impact associated with the recommended action.

**DISCUSSION:**

Resolution 02-2020 was adopted amending the salary schedule on January 16, 2020; however, a formula error was discovered for three positions: Administrative Technicians II and III, and Finance Specialist.

The above corrections are reflected on the attached amended salary schedule in red. It is recommended that Resolution 06-2020 be adopted approving the amended salary schedule.

Attachments: Resolution 06-2020  
Exhibit "A" to Resolution 06-2020 Amended Salary Schedule

RESOLUTION 06-2020  
March 12, 2020

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT  
AMENDING THE DISTRICT'S SALARY SCHEDULE

WHEREAS, the Cambria Community Services District adopted Resolution 02-2020 on January 16, 2020 amending the District's salary schedule; and

WHEREAS, Exhibit A to Resolution 02-2020 contained a formula error for three positions, which the District hereby desires to correct; and

WHEREAS, CalPERS requires that pay amounts be established pursuant to publicly available schedules; and

WHEREAS, publicly available salary schedules are required to comply with California Code of Regulations (CCR) Section 570.5.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Cambria Community Services District as follows:

1. The Cambria Community Services District Salary Schedule, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.
2. In accordance with CalPERS regulation CCR §570.5, the pay rate and pay schedule is amended and represents the above-referenced corrections.
3. This Resolution and the salaries contained in Exhibit A shall constitute a publicly available pay schedule as required by Government Code Section 20480. Pursuant to CCR §570.5, it shall be immediately accessible and available for public review during the District's normal business hours.
4. This pay schedule shall be effective retroactive to the adoption of Resolution 02-2020. This Resolution and the pay schedule contained herein shall be retained by the District in its official records on a permanent basis.

Resolution 06-2020 was adopted at a Regular Meeting of the Cambria Community Services District on March 12, 2020.

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Harry Farmer  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

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Haley Dodson  
Deputy District Clerk

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Timothy J. Carmel  
District Counsel

**CAMBRIA COMMUNITY SERVICES DISTRICT  
SALARY SCHEDULE  
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020  
UPDATED MARCH 12, 2020**

| POSITION TITLE   | STEP A  | STEP B  | STEP C  | STEP D  | STEP E  | 10 YEARS SERVICE<br>STEP E+5% | 15 YEARS SERVICE<br>STEP E+7.5% | 20 YEARS SERVICE<br>STEP E+10% |
|--|---------|---------|---------|---------|---------|-------------------------------|---------------------------------|--------------------------------|
| <b>SERVICE EMPLOYEES INTERNATIONAL UNION (ANNUAL AMOUNTS) - Wage Increases Effective 1st Full Payroll Following January 16, 2020</b> |         |         |         |         |         |                               |                                 |                                |
| <b>Administration (Includes 1.25% Wage Increase)</b>   |         |         |         |         |         |                               |                                 |                                |
| Clerical Assistant   | 35,623  | 37,404  | 39,274  | 41,238  | 43,300  | 45,465                        | 46,547                          | 47,630                         |
| Administrative Technician I  | 42,491  | 44,615  | 46,846  | 49,188  | 51,648  | 54,230                        | 55,521                          | 56,812                         |
| Administrative Technician II   | 50,595  | 53,124  | 55,781  | 58,570  | 61,498  | 64,573                        | 66,110                          | 67,648                         |
| Administrative Technician III  | 61,459  | 64,532  | 67,758  | 71,146  | 74,703  | 78,439                        | 80,306                          | 82,174                         |
| Finance Specialist-Payroll/Benefits  | 61,459  | 64,532  | 67,758  | 71,146  | 74,703  | 78,439                        | 80,306                          | 82,174                         |
| <b>Facilities &amp; Resources</b>  |         |         |         |         |         |                               |                                 |                                |
| Maintenance Technician   | 45,557  | 47,835  | 50,227  | 52,738  | 55,375  | 58,144                        | 59,529                          | 60,913                         |
| <b>Water, SWF &amp; Wastewater Operations</b>  |         |         |         |         |         |                               |                                 |                                |
| Water Treatment OIT  | 45,330  | 47,597  | 49,977  | 52,476  | 55,099  | 57,854                        | 59,232                          | 60,609                         |
| Water Treatment Operator I   | 47,411  | 49,782  | 52,271  | 54,884  | 57,629  | 60,510                        | 61,951                          | 63,392                         |
| Water Treatment Operator II  | 53,708  | 56,393  | 59,213  | 62,174  | 65,282  | 68,546                        | 70,178                          | 71,810                         |
| Water Systems Operator T3/D2   | 60,840  | 63,882  | 67,076  | 70,430  | 73,951  | 77,649                        | 79,497                          | 81,346                         |
| WasteWater Collection System Worker  | 47,580  | 49,959  | 52,457  | 55,080  | 57,834  | 60,725                        | 62,171                          | 63,617                         |
| WasteWater Systems OIT   | 50,085  | 52,589  | 55,219  | 57,980  | 60,879  | 63,923                        | 65,445                          | 66,967                         |
| WasteWater Systems Operator I  | 52,646  | 55,279  | 58,043  | 60,945  | 63,992  | 67,192                        | 68,792                          | 70,391                         |
| Laboratory Technician  | 58,169  | 61,077  | 64,131  | 67,338  | 70,705  | 74,240                        | 76,008                          | 77,775                         |
| WasteWater Systems Operator II   | 59,341  | 62,308  | 65,423  | 68,694  | 72,129  | 75,736                        | 77,539                          | 79,342                         |
| WasteWater Systems Operator III  | 65,566  | 68,844  | 72,286  | 75,901  | 79,696  | 83,680                        | 85,673                          | 87,665                         |
| WasteWater & Water Supervisors & SWF CPO   | 76,911  | 80,757  | 84,795  | 89,035  | 93,486  | 98,161                        | 100,498                         | 102,835                        |
| <b>CAMBRIA FIREFIGHTERS (IAFF LOCAL: 4635) (ANNUAL AMOUNTS) (Includes 3.0% Wage Increase)</b>  |         |         |         |         |         |                               |                                 |                                |
| Fire Captain   | 74,815  | 78,556  | 82,484  | 86,608  | 90,938  | 95,485                        | 97,759                          | 100,032                        |
| Fire Engineer  | 62,047  | 65,150  | 68,407  | 71,827  | 75,419  | 79,190                        | 81,075                          | 82,961                         |
| <b>CAMBRIA FIREFIGHTERS (IAFF LOCAL: 4635) (HOURLY AMOUNTS)</b>  |         |         |         |         |         |                               |                                 |                                |
| Firefighter (SAFER Grant)  | 13.65   | 14.33   | 15.05   | 15.80   | 16.59   | N/A                           | N/A                             | N/A                            |
| <b>CAMBRIA RESERVE FIREFIGHTERS (HOURLY RATE: NO STEPS)</b>  |         |         |         |         |         |                               |                                 |                                |
| Reserve Recruit Firefighter **   | 13.00   | N/A     | N/A     | N/A     | N/A     | N/A                           | N/A                             | N/A                            |
| Reserve Firefighter **   | 13.00   | N/A     | N/A     | N/A     | N/A     | N/A                           | N/A                             | N/A                            |
| Reserve Fire Engineer **   | 14.00   | N/A     | N/A     | N/A     | N/A     | N/A                           | N/A                             | N/A                            |
| Reserve Lieutenant **  | 15.00   | N/A     | N/A     | N/A     | N/A     | N/A                           | N/A                             | N/A                            |
| <b>CAMBRIA EXEMPT EMPLOYEES (ANNUAL AMOUNTS)</b>   |         |         |         |         |         |                               |                                 |                                |
| Deputy District Clerk (Confidential)   | 63,804  | 66,994  | 70,344  | 73,861  | 77,554  | N/A                           | N/A                             | N/A                            |
| Management Analyst   | 63,804  | 66,994  | 70,344  | 73,861  | 77,554  | N/A                           | N/A                             | N/A                            |
| Facilities & Resources Supervisor  | 74,945  | 78,692  | 82,627  | 86,758  | 91,096  | N/A                           | N/A                             | N/A                            |
| Administrative Services Officer/District Clerk (Confidential)  | 111,572 | 117,151 | 123,008 | 129,159 | 135,616 | N/A                           | N/A                             | N/A                            |
| Finance Manager  | 107,900 | 113,295 | 118,960 | 124,908 | 131,153 | N/A                           | N/A                             | N/A                            |
| District Engineer/Utilities Department Manager   | 119,771 | 125,760 | 132,048 | 138,650 | 145,582 | N/A                           | N/A                             | N/A                            |
| Fire Chief   | 119,771 | 125,760 | 132,048 | 138,650 | 145,582 | N/A                           | N/A                             | N/A                            |
| Administrative Department Manager (Confidential)   | 119,771 | 125,760 | 132,048 | 138,650 | 145,582 | N/A                           | N/A                             | N/A                            |
| General Manager August 1, 2019 (or sooner)-<br>January 31, 2020)   | 155,000 | 155,000 | 155,000 | 155,000 | 155,000 | N/A                           | N/A                             | N/A                            |
| General Manager (February 1, 2020)   | 170,000 | 170,000 | 170,000 | 170,000 | 170,000 | N/A                           | N/A                             | N/A                            |
| <b>CAMBRIA LIMITED TERM EMPLOYEE (HOURLY RATE: NO STEPS)</b>   |         |         |         |         |         |                               |                                 |                                |
| Strategic and Organizational Advisor *   | 99.00   | N/A     | N/A     | N/A     | N/A     | N/A                           | N/A                             | N/A                            |

\* Employee will be working on and as-needed basis, approx 30/hrs per month.

\*\* Increase rate \$1.00 per year January 1, 2019-January 1, 2022

\*\*\*Assistant General Manager designation receives 5% pay differential

Position with Confidential designation receives 5% pay differential

**Red denotes a change**

## CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.C.**FROM: John F. Weigold, IV, General Manager  
Pamela Duffield, Finance Manager-----  
Meeting Date: March 12, 2020Subject: CONSIDERATION OF ADOPTION OF  
RESOLUTION 07-2020 UPDATING  
THE ASSIGNMENT OF BANKING  
POWERS FOR CAMBRIA  
COMMUNITY SERVICES DISTRICT**RECOMMENDATIONS:**

Staff recommends that the Board of Directors adopt Resolution 07-2020 updating the banking powers authority as listed in the attached Exhibit A, Authorized Banking Powers.

**FISCAL IMPACT:**

None.

**DISCUSSION:**

Staff recommends the following revisions to the current assignment of banking powers, adopted on October 24, 2019:

- Remove Monique Madrid, Administrative Department Manager; and
- Add Raymond Dienzo, District Engineer/Utilities Department Manager.

Exhibit A to the attached Resolution 07-2020 has been revised as specified above and is presented today for the Board's review and consideration.

Attachments: Resolution 07-2020  
Amended Exhibit A to Resolution 07-2020

RESOLUTION 07-2020  
March 12, 2020

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT  
UPDATING THE ASSIGNMENT OF BANKING POWERS FOR THE  
CAMBRIA COMMUNITY SERVICES DISTRICT

WHEREAS, the Cambria Community Services District (“CCSD”) has bank accounts at Pacific Premier Bank (“PPB”), as well as an investment account with the State of California Local Agency Investment Fund (“LAIF”); and

WHEREAS, PPB and LAIF require an approved resolution specifying which banking powers are assigned to CCSD officials and staff; and

WHEREAS, it is necessary to update the assignment of banking powers for the CCSD’s bank and investment accounts.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Cambria Community Services District that banking powers are hereby granted to the individuals listed within the attached Exhibit “A,” which is incorporated herein by this reference. This Resolution supersedes all previously adopted Resolutions relating to the assignment of banking powers.

PASSED AND ADOPTED this 12<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Harry Farmer  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Haley Dodson  
Deputy District Clerk

\_\_\_\_\_  
Timothy J. Carmel  
District Counsel

**CAMBRIA COMMUNITY SERVICES DISTRICT  
AMENDED EXHIBIT "A" TO RESOLUTION 07-2020  
March 12, 2020  
AUTHORIZED BANKING POWERS**

AGENT'S NAME AND TITLE OR POSITION

A Amanda Rice, Director  
 B Cindy Steidel, Director  
 C Harry Farmer, Director  
 D Donn Howell, Director  
 E David Pierson, Director  
 F John F. Weigold, IV, General Manager  
 G Pamela Duffield, Finance Manager  
 H William Hollingsworth, Fire Chief  
 I Annette Young, Administrative Technician III  
 J Raymond Dienzo, District Engineer/Utilities Department Manager  
 K Nancy Gravender, Finance Specialist  
 L Miriam Orozco, Administrative Technician III  
 M Haley Dodson, Deputy District Clerk

| <b>Holder of Power</b> | <b>Description of Power</b>   | <b>No. of Signatures Required</b> |
|------------------------|---|-----------------------------------|
| None                   | All Powers Listed.  | N/A                               |
| F,J                    | Open any deposit or share account(s) in the name of the CCSD.   | 2                                 |
| A,B,C,D,E,F,H,J        | Endorse Checks and orders for the payment of money or to otherwise withdraw or transfer funds on deposit.   | 2                                 |
| F,J                    | Upon receiving Board of Directors' approval, borrow money on behalf and in the name of the CCSD, sign, execute and deliver promissory notes or other evidence of indebtedness.  | 2                                 |
| F,J                    | Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a safe deposit box.   | 2                                 |
| A,B,C,D,E,F            | Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now or hereafter owned or acquired by the CCSD as security for sums borrowed, and to discount the same, unconditionally guarantee the payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment. | 2                                 |

| <b>Holder of Power</b> | <b>Description of Power</b>  | <b>No. of Signatures Required</b> |
|------------------------|--|-----------------------------------|
| F,G,J                  | Transfer LAIF funds into/out of CCSD bank accounts.                              | N/A                               |
| G,I,J                  | Issue stop-payment of checks and order for payment of money and like activities. | N/A                               |
| F,G,I,J,K,L,M          | Make account inquires and deposits.  | N/A                               |
| G,I,J,K,L,M            | Pick up bank statements.   | 1                                 |
| G,I,J,K                | Recurring electronic payment of federal and California payroll taxes.            | N/A                               |
| G,I,J,K                | Recurring electronic payroll direct deposits.                                    | N/A                               |
| G,I,J,K,L              | Recurring electronic deposits into CCSD accounts.                                | N/A                               |
| G,I,J,K                | Recurring electronic transfers between CCSD accounts.                            | N/A                               |
| G,I,J,K                | Recurring manual transfers between CCSD accounts.                                | 1                                 |



## CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.A.**FROM: John F. Weigold IV, General Manager  
Melissa Bland, Management Analyst

Meeting Date: March 12, 2020

Subject: DISCUSSION AND CONSIDERATION  
OF ADOPTION OF RESOLUTION 08-  
2020 AUTHORIZING AN APPLICATION  
FOR GRANT FUNDING UNDER THE  
WATERSMART PROGRAM**RECOMMENDATIONS:**

Staff recommends the Board of Directors consider adoption of Resolution 08-2020 authorizing an application for grant funding under the WaterSMART program, administered by the US Department of the Interior's Bureau of Reclamation.

**FISCAL IMPACT:**

The grant application is for \$7,500. Matching funds in the amount of \$7,500 will be required and are already budgeted within the Water Department under account number 6611 - Rebate Program.

**DISCUSSION:**

Adoption of Resolution 08-2020 is necessary to complete an application for grant funding to further the District's proposed Intelligent Leak Detection Rebate Project. The project is a joint marketing effort between Flume (a San Luis Obispo technology company) and the CCSD. Customers will be offered a rebate of \$150 to purchase a Flume Smart Water System, which retails at \$199. The Flume Smart Water System enables customers to detect leaks and monitor water usage in real time across their entire property, both indoors and outdoors. The Flume Water System consists of:

- The Flume Water Sensor, which attaches to the customer's water meter and measures flow rate to a tested accuracy of 99%.
- The Flume Bridge, which plugs into a power outlet and connects to a home Wi-Fi network to transmit signals from the Flume Water Sensor to a secure cloud database; and
- The Flume app, which runs on iOS or Android smartphones and provides access to real-time water usage data from the cloud.

With Flume, customers gain unprecedented understanding of their water use, helping them conserve water, save money and protect their home from costly leaks. In order to participate in the program, customers will be asked to consent to share their water use data with the CCSD through the Flume Utility Portal. This data can help District staff support customers in identifying leaks or excessive consumption, as well as provide insight to staff regarding conservation efforts to plan future water use efficiency projects and outreach. Unlike traditional staff-led rebate programs, the administrative burden of marketing, application processing, eligibility verification, technical support, and invoicing is passed on to Flume. The District will provide its logo, a current list of customer account identification numbers (to determine rebate eligibility) and will deposit

funds to cover the cost of 50 Flume systems (\$7,500 plus tax). Flume will design and host a customer landing page from which Flume systems can be purchased for use within the District. Flume will mail the systems directly to customers and will provide technical support for installation and use. If the District is awarded the WaterSMART grant, a second phase of the project will occur in late spring to deposit funds to cover the cost of an additional 50 Flume systems (\$7,500 + tax).

Staff only recently received confirmation from the Bureau of Reclamation that the Intelligent Leak Detection Rebate Project would be eligible for grant funding. The grant application deadline was March 4, 2020, so the attached application was submitted via FedEx on March 3, 2020. Due to the timing of the regularly scheduled Board of Directors meetings, Board review and the required fully executed resolution could not be obtained by the application due date. Accordingly, the Board of Directors is now being presented with the grant application and Resolution 08-2020 for its consideration and approval. If adopted, the resolution will be submitted within the 30-day window following the application deadline. Project selection and award is anticipated to occur in late spring.

Attachments: Resolution 08-2020  
CCSD's Bureau of Reclamation Grant Application

RESOLUTION 08-2020  
March 12, 2020

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT (CCSD)  
AUTHORIZING AN APPLICATION FOR A WATERSMART GRANT

WHEREAS, the United States Department of the Interior's Bureau of Reclamation has made funding available through the WaterSMART Grant: Small-Scale Water Efficiency Projects; and

WHEREAS, procedures established by the Bureau of Reclamation require the Applicant's Governing Body to certify by resolution the approval of the Application before submission or within 30 days of application to the Bureau; and

WHEREAS, due to the grant application deadline and the timing of the CCSD's regularly scheduled Board of Directors meetings, a Grant Application was necessarily submitted by CCSD staff on March 3, 2020 without a fully executed resolution. Accordingly, the Board of Directors is now being presented with this Resolution for consideration and adoption, to be submitted within the 30-day window following the application deadline; and

WHEREAS, if awarded the Water SMART Grant, the CCSD will enter into a Funding Agreement with the U.S. Department of the Interior's Bureau of Reclamation for the project.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Cambria Community Services District as follows:

1. The filing of an Application for federal assistance funds from the Bureau of Reclamation for the Small-Scale Water Efficiency Project, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is hereby approved; and
2. The Board of Directors hereby certifies the Applicant District has sufficient funds to operate and maintain the project; and
3. The Board of Directors hereby certifies it has reviewed, understands, and supports the Application submitted; and
4. The Board of Directors hereby certifies that the Applicant District will work with the Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement; and

5. Hereby designates the General Manager as the official with legal authority to enter into the grant to cooperative agreement.

Resolution 08-2020 was adopted at a Regular Meeting of the Board of Directors of the Cambria Community Services District on March 12, 2020.

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Harry Farmer  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

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Haley Dodson  
Deputy District Clerk

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Timothy J. Carmel  
District Counsel



# Cambria Community Services District's Bureau of Reclamation Grant Application

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*BOR-DO-20-F006: Small-Scale Water Efficiency Projects*

## Project:

Residential Water Loss Control Program: Flume Flow Sensor Rebates for Residential Leak Detection

## Applicant:

Cambria Community Services District  
PO Box 65, Cambria, CA 93428  
p. (805) 927-6223 f. (805) 927-5584

## Project Manager:

Melissa Bland, Management Analyst  
Cambria Community Services District  
PO Box 65, Cambria, CA 93428  
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## I. Technical Proposal and Evaluation Criteria

### a. Executive Summary

Submission Date: March 3, 2020

Applicant: Cambria Community Services District, Cambria, CA

The Residential Water Loss Control Program will address measures that can be taken on the customer's side of the meter to reduce leakage and foster awareness of water use efficiency in the home and garden. Funds will offset the cost of a Flume Smart Water System to bring the purchase price for Cambria Community Services District (CCSD) customers down from \$199 to \$49.

California Water Use Efficiency Bills SB 606 and AB 1668 direct state regulators to establish water use efficiency standards for each water agency over 3,000 connections. These standards will be based on the combination of indoor water use, outdoor water use, and water losses. The Intelligent Leak Detection Rebate Project will provide CCSD with substantial benefits in the form of data, public outreach, and education. These benefits will greatly assist CCSD in preparing to comply with the standards.

The project contributes to accomplishing the goals of funding opportunity number BOR-DO-20-F006 by leveraging flow sensor technology within a drought sensitive community to better equip water consumers to address leaks and foster more efficient water use habits. The project will run from March 16, 2020 through June 30, 2020. The project is not located on a Federal facility.

### b. Background Data

The CCSD was established in 1976 and has water delivery authority in an unincorporated portion of northern San Luis Obispo County, California. The service area is approximately 4.5 square miles and supplies water to 4034 connections. CCSD's Water Department operates and maintains 67 miles of distribution lines, two 490,000-gallon storage tanks, one 320,000-gallon tank, one 212,000-gallon tank, one 125,000-gallon tank, and one 120,000-gallon tank. There are three distribution system pumping stations, each with a 400 gallon per minute capacity. CCSD's water comes from wells drilled into aquifers in the San Simeon and Santa Rosa Creek basins. These are thin, narrow groundwater basins that supply nearly all the water used for local agricultural and municipal purposes. Rainfall in Cambria is seasonal, with little to no precipitation from May through October, and both creeks usually stop flowing during the summer dry season. Annual diversion is a significant fraction of basin storage capacity, and the water supply is vulnerable to drought. In September 2013 the San Simeon wells were pumped down to within two feet above sea level and operations were suspended to avoid the seawater intrusion. In response to this event the CCSD Board of Directors declared a Stage 3 Water Shortage Emergency to conserve the water supply for human consumption, sanitation, and fire protection. In March 2017 this was downgraded to a Stage 2 Water Shortage Condition after sufficient rainfall and groundwater recharge, but the potential for shortfalls in water supply remains an issue.

### c. Project Location

Cambria is located in the northwestern corner of San Luis Obispo County on California's central coast:

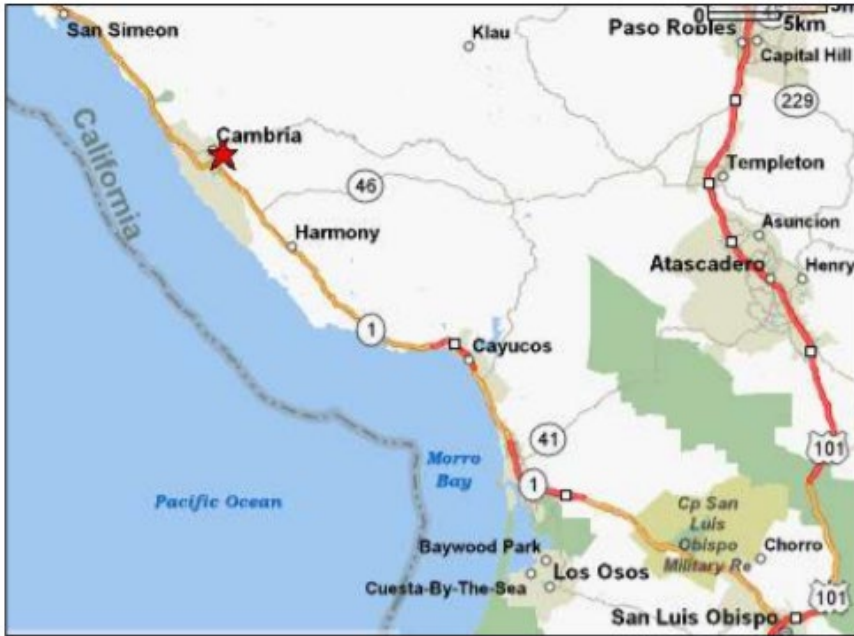


Figure 1 CCSD Location Map

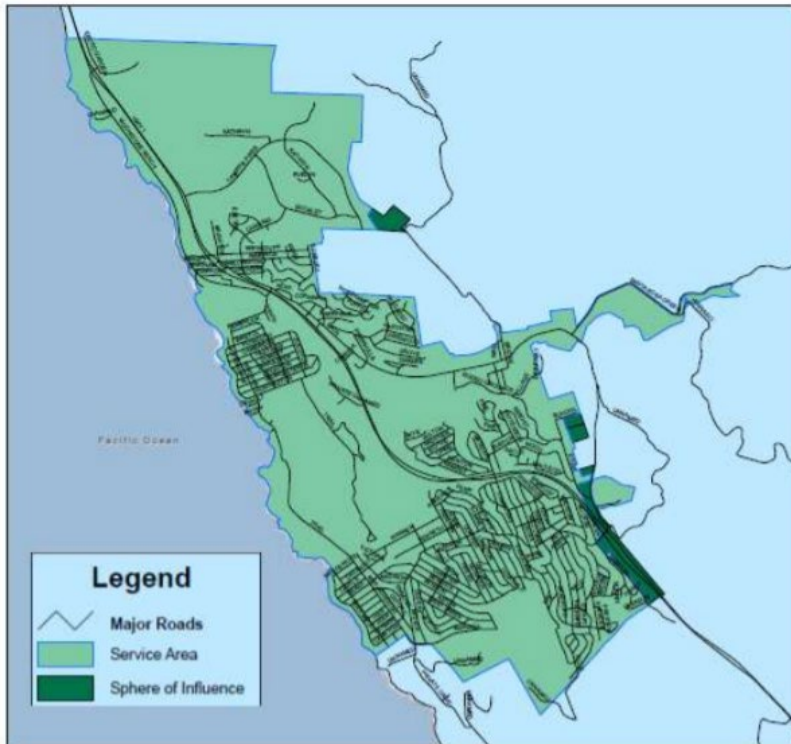


Figure 2 CCSD Service Area and Sphere of Influence Area

## d. Technical Project Description and Milestones

### Intelligent Leak Detection Project Description

As a State of California Department of Water Resources (“DWR”) defined urban retail water supplier, the CCSD is subject to current and future regulations under the 2017 legislative framework *Making Water Conservation a California Way of Life* (SB 606 and AB 1668). This includes the primary goals of using water more wisely and eliminating water waste. Eliminating water waste will eventually be regulated via urban retail water loss standards set and enforced by the DWR. Using water more wisely will eventually be regulated via DWR’s urban retail water use efficiency standards and objectives for both indoor and outdoor use. The indoor standard has been set at 55 gallons per capita daily (GPCD) until January 1, 2025 when it will drop to 52.5 GPCD for five years and then drop once more to 50 GPCD effective January 1, 2030.

In order to address both state goals, the CCSD will need to take action to lower system water losses and ensure consumption stays within regulatory objectives. Since water loss after the customer meter is both billed and tracked, it has not been a significant concern outside of periods of extreme drought when every drop counts. With the new focus on water use efficiency standards, the CCSD has more reason than ever to empower consumers to monitor their usage, address leaks quickly, and respond to voluntary and mandatory reductions in consumption.

The Residential Water Loss Control Program will address measures that can be taken on the customer’s side of the meter to reduce leakage and foster awareness of water use efficiency in the home and garden. The Intelligent Leak Detection Rebate Project is a joint marketing effort between Flume and the CCSD. Customers will be offered a rebate of \$150 to purchase a Flume Smart Water System which retails at \$199. The Flume Smart Water System enable customers to detect leaks and monitor water usage in real time across their entire property, both indoors and outdoors. With Flume, customers gain unprecedented understanding of their water use, helping them conserve water, save money and protect their home from costly leaks. The Flume Smart Water System includes:

- the Flume Water Sensor, which straps onto an existing meter and measures flow rate to a tested accuracy of 99.9%;
- the Flume Bridge, which plugs into a power outlet and connects to a home WiFi network to transmit signals from the Flume Water Sensor to a secure cloud database; and
- the Flume App, which runs on iOS or Android smartphones and accesses real-time water usage data from the cloud. It shows usage in real time down to the minute, notifies users of existing leaks, and sends alerts when abnormal usage is detected.

### Project Milestones

The project is proposed to launch during the EPA’s *Fix A Leak Week* which runs from March 16 through 22, 2020. Customers will be directed to [flumtech.com/ccsd](http://flumtech.com/ccsd) to purchase their discounted Flume Smart Water Systems. A total of 50 Flume systems will be available for purchase during the first round of the project. Continued marketing efforts including a CCSD-staffed booth at the local farmer’s market, social media campaigns, and radio advertisements will occur through the month of March and into April 2020.



If this application for funding is successful, another 50 Flume systems will be available for purchase during the second round of the project in May and June 2020. Once all systems are claimed, the project will be closed.

## e. Evaluation Criteria

### Project Benefits

The Intelligent Leak Detection Project will result in the following beneficial outcomes:

- **Early leak detection.** Customers will learn of large leaks within minutes and will be able to implement immediate measures to curtail the volume of water lost, saving them money on their utility bills and saving the CCSD staff time to investigate a suspected leak or process a bill modification request. Small leaks will be detected, and the real-time flow information will assist customers in pinpointing the source of small leaks and making necessary repairs.
- **Enhanced customer awareness.** Customers will gain real-time information on their household water consumption. This can spark behavioral changes that typical rebate programs do not address. The Flume App encourages customers to set usage goals and budgets which will assist the CCSD's efforts to enforce State-mandated water use efficiency standards.
- **Enhanced utility awareness.** Participation in the Intelligent Leak Detection Project requires customers to release their real-time consumption data to the CCSD via Flume's utility portal. This data will help inform future conservation projects and fuel conversations with other regional utilities participating in similar rebate program and data collection projects.
- **Regulatory compliance.** The project provides customers with real tools and information needed to make conservation a California way of life. Early leak detection and enhanced customer awareness will directly assist the CCSD in reaching compliance with AB 1668 and SB 606, the state's conservation framework.
- **Watershed stewardship.** Drought is an ongoing issue in the community of Cambria, making water use efficiency a critical component of the CCSD's operations. Municipal diversion draws from two shallow creek aquifers which are associated with protected coastal resources and home to several listed species such as the California Red Legged Frog, Coastal Steelhead, and Tidewater Goby. Reduction in municipal withdrawals, especially in response to severe drought, has environmental benefits for both points of diversion, and increases reliability of supply for upstream riparian and agricultural users.

### Planning Efforts Supporting the Project

The Residential Water Loss Control Program is supported by the CCSD's 2013 Water Use Efficiency Plan which was adopted by the Board of Directors at their February 28, 2013 regular meeting. Measures identified within the plan include:

1. Reduce System Water Losses
2. Use Automatic Meter Reading (AMR) System to Identify Customer Leaks
3. Single Family Surveys

The Residential Water Loss Control Program addresses part of measure 1. Measure 2 is partially addressed via the CCSD's current AMR infrastructure; however, leak detection is limited to leaks that occur at the time the meter is read, which only takes place once every 60 days. Due to limited staffing, measure 3 is only offered by customer request. The Intelligent Leak Detection Project will support all three measures by providing real-time leak detection for residential customers, as well as informing consumers and CCSD conservation staff about water consumption habits that can be further explored within a Single Family Survey. Due to this project's ability to address multiple measures with one device, it has been prioritized above other conservation measures proposed within the plan.

### Project Implementation

Thanks to the collaboration with Flume, implementation of this project can be broken into a few simple steps:

1. Contract Execution
  - a. The CCSD will enter into a contractual agreement with Flume to execute the Intelligent Leak Detection Project. Upon execution, Flume will create the landing page from which CCSD customers will purchase the discounted Flume Smart Water Systems. The District will provide its logo, a current list of customer account identification numbers (to determine rebate eligibility) and will deposit funds to cover the cost of 50 Flume systems (Phase I). Flume will mail the Flume systems directly to the customers and will provide technical support for installation and use.
2. Marketing & Outreach
  - a. The CCSD will conduct an initial email campaign using a template provided by Flume. The campaign will inform customers of record about the program and direct them to the purchasing URL. Additional marketing efforts will include social media outreach facilitated by community volunteers, CCSD-staffed booths at the local farmer's market, and radio ads on local stations that do not charge for the airtime.
3. Project Midpoint Evaluation and Report
  - a. After two months of project efforts, an evaluation of community participation and data collection will take place. If this application for funding is successful, another 50 Flume systems will be made available for rebate. Results of the midpoint evaluation will be taken into consideration and adjustments in marketing and outreach strategy will be made to more effectively spread the word about the rebate opportunity. All reports and data will be generated automatically through the Flume utility portal.
4. Project Closure
  - a. Once all Flume systems are claimed, the landing page will be updated to reflect the closure of the project.

### Nexus to Reclamation

No Reclamation projects or activities are impacted by this project.

## DOI or Bureau of Reclamation Priorities

The Intelligent Leak Detection Project addresses several DOI & Bureau of Reclamation priorities including:

- **Modernizing our infrastructure.** Although a minor component of public infrastructure, water treatment and distribution is one of the primary services provided by the CCSD. Modernizing the CCSD’s leak detection efforts using state-of-the-art technology is a cost-efficient measure to improve the overall water supply system in this rural coastal community.
- **Leverage Science and Technology to Improve Water Supply Reliability to Communities.** The project uses state-of-the-art flow sensor and mobile application technology to empower consumers to address leaks and use water more wisely.
- **Address Ongoing Drought.** The CCSD relies on a three-stage Emergency Water Conservation Program to carry the community through times of drought. All three stages impose water use allotments based on the number of permanent residents per household. The project provides a tool for consumers to monitor their usage in real time, enabling them to stay within their water allotments and avoid costly surcharges for excessive use.

## II. Project Budget

### a. Funding Plan

The non-Federal share of project costs will be obtained from the CCSD’s enterprise fund for the Water Department. Conservation efforts, including rebate programs and giveaways, are regularly budgeted each year. The funds are available for immediate disbursement.

Table 1 Funding Plan

| Account No. | Account Description | 2019/2020 Budget | 2019/2020 Actual | 2019/2020 Balance Available |
|-------------|---------------------|------------------|------------------|-----------------------------|
| 6611        | Rebate Program      | \$7,725          | \$0              | \$7,725                     |

### b. Budget Proposal

Table 2 Total Project Cost

| Source  | Amount          |
|---|-----------------|
| Costs to be reimbursed with the requested Federal Funding | \$7,500         |
| Costs to be paid by applicant                             | \$7,500         |
| Value of third-party contributions                        | \$0             |
| <b>TOTAL PROJECT COST</b>                                 | <b>\$15,000</b> |

Table 3 Budget Proposal

| Budget Item                          | Computation |          | Quantity Type | Total Cost      |
|--------------------------------------|-------------|----------|---------------|-----------------|
|                                      | \$/Unit     | Quantity |               |                 |
| <b>Salaries &amp; Wages</b>          |             |          |               |                 |
| N/A                                  | -           | -        | -             | -               |
| <b>Fringe Benefits</b>               |             |          |               |                 |
| N/A                                  | -           | -        | -             | -               |
| <b>Contractual</b>                   |             |          |               |                 |
| Rebate Funds                         | \$150       | 100      | Each          | \$15,000        |
| <b>Total Estimated Project Costs</b> |             |          |               | <b>\$15,000</b> |

### c. Budget Narrative

Salaries & Wages: Because conservation program coordination is a regular part of the Management Analyst's (Project Manager) job duties, salary and benefits are not included in the budget proposal. All other labor costs are included within the contractual agreement with Flume.

No labor costs for reporting or compliance are anticipated.

No travel costs are anticipated.

No equipment costs are anticipated.

No materials and supplies costs are anticipated.

Contractual: A consultant services agreement will be in place with Flume for the Intelligent Leak Detection Project. Flume will set up and administer a co-branded website at flumetech.com/ccsd. CCSD customers will be directed to this site where they can purchase their discounted Flume systems. Before the launch of the program, Flume will host periodic meetings with the Project Manager regarding the design of the site and other program related details. Flume will provide all customer support for the end-user customers. Flume will exercise due diligence to verify any suspicious orders with the Project Manager before they are fulfilled. This will help prevent non-CCSD customers from ordering systems through the project landing page. Flume will ship systems directly to the customers. Flume will provide a no-cost return option for customers who are unable to install their systems after contacting Flume support. Flume will provide the CCSD with a complete list of their customers who have a Flume system upon request. Flume may also market the CCSD program via digital marketing and other means.

No third-party in-kind contributions are anticipated.

No environmental and regulatory compliance costs are anticipated.

### III. Environmental and Cultural Resource Compliance

There are no known environmental or cultural resource compliance issues associated with this project.

### IV. Required Permits or Approvals

There are no known required permits or approvals for this project.

## V. Official Resolution

Due to the timing of the CCSD's regularly scheduled Board of Directors meetings, a fully executed resolution could not be obtained by the application due date. The Board of Directors will be presented with the official resolution at the March 12, 2020 regular meeting. Once executed, it will be submitted within the 30-day window following the application deadline.

## CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.B.**

FROM: John F. Weigold IV, General Manager

-----  
Meeting Date: March 12, 2020Subject: DISCUSSION AND CONSIDERATION  
OF REQUEST FROM GREENSPACE  
FOR TRANSFER OF IRRIGATION  
METER**RECOMMENDATIONS:**

Staff recommends that the Board of Directors discuss and consider the request from Greenspace to approve the transfer of an irrigation meter from property owned by Jesse Arnold on Pierce Avenue (APN 023-362-030) to Greenspace's Creekside Reserve, located at 2264 Center Street (APN 013-264-23) and the request for a fee waiver.

**FISCAL IMPACT:**

The CCSD's Fee Schedule provides that transfers (Meter/Position Relocation) of an active service are required to pay for the actual cost, including a 10% fee for administrative overhead and pay a \$750 deposit; however, Greenspace has requested that the District waive any fees related to the transfer.

**DISCUSSION:**

Attached is a letter from Greenspace requesting approval of a transfer of an irrigation meter owned by Jesse Arnold that is currently located on Pierce Avenue (APN 023-362-030) to Greenspace's Creekside Reserve at 2264 Center Street (APN 013-264-23). As explained in the letter, Mr. Arnold would like to donate the meter to Greenspace for use on its Creekside Reserve property for maintenance and to support its Monterey Pine Tree propagation program. Greenspace estimates use of 20 to 60 gallons of water per week on the property.

Irrigation meters are recognized as "existing commitments" under CCSD Municipal Code Section 8.04.030(A)(3) and identified as follows:

Parks/Landscape/Irrigation Commitments. This category consists of water meters installed on a parcel for park irrigation, landscape or agricultural irrigation or stock watering purposes only. Such commitments do not include parks owned by the state of California, the county of San Luis Obispo, or the district. Such commitments do not have any present or future residential or commercial water service entitlement attached, do not have EDUs assigned, and do not include sewer service. Such meters pay for water use only and are separately categorized on Exhibit B.

They are also considered to be a "position" under CCSD Municipal Code Sections 8-04.010 and 8.04.040. Section 8.04.100, which regulates transfers of positions, primarily addresses transfers of single-family residential positions, and, as the Board is aware, includes a number of

requirements and restrictions relating to such transfers, including demolition of structures and deed restrictions (also referred to as “retirement”) on sending parcels. Transfers of commercial positions are governed by subsection F of Section 8.04.100, but transfers of irrigation meters are not specifically called out or addressed in the CCSD Municipal Code. Staff has advised that there is no history of the District having previously transferred an irrigation meter.

Subsection E of CCSD Municipal Code Section 8.04.100 does provide a vehicle for the transfer of an irrigation meter if the Board would like to accommodate Greenspace’s request:

Notwithstanding any other provision of this section, the general manager with prior approval of the board in closed or open session, may enter into contracts to transfer existing water commitments, including commercial commitments, residential commitments on commercial property, to reduce current and/or future water demand, provide affordable housing opportunities, permanently retire lots from development, and/or provide for permanent open space.

Since there does not appear to be a limit on how much water an irrigation meter uses for crops, landscaping, etc., a transfer agreement that included limits on how much water could be used (i.e., the 20-60 gallons a week - which amounts to about 4 units per year - noted in Greenspace letter) could satisfy the provision in Section 8.04.100E that the transfer would “reduce current and/or future water demand.” The historic water use for the irrigation meter over the last nine fiscal years averaged 9 units annually, with a high of 21 units in 2013 and a low of 0 units in 2015. Use for the current fiscal year (ending in June, 2020) is at 1 unit.

Staff has conducted a site investigation of Greenspace’s Creekside Reserve property and concurs that the 20-60 gallons per week estimate seems reasonable. Staff also noted that, for a high side comparison of a similar sized site, an existing account (Knollwood site - Cookie Crock side) with an irrigation meter that is fully landscaped uses about 32 units per year.

It is recommended that the Board consider and discuss Greenspace’s request, and if they would like to proceed, give staff direction regarding the inclusion of any restrictions or conditions on the proposed irrigation meter transfer to be included in a transfer agreement, as well as their request to waive fees.



January 14, 2020

Attn: District Clerk  
Cambria Community Services District Board  
1316 Tamson Drive  
Cambria, CA 93428

CCSD Board of Directors:

Greenspace - The Cambria Land Trust received an inquiry from Jesse Arnold, asking if we would be interested in being the recipient of a donation of an irrigation water meter transferred from his property. After reviewing this proposal, we have determined that the following Greenspace owned property would benefit the community and the organization most by this gift:

*Greenspace's Creekside Reserve* - 2264 Center Street Cambria, CA 93428 - APN 013-264-23

In 1999 Greenspace purchased, with the support of hundreds of donations from people in the community, a 1.6-acre property in the East Village to preserve the natural character of a rare undeveloped parcel, with the goal of making it accessible to the public. While Cambria is blessed with state and county parks, the commercial districts did not have a park. The nearly 500 feet of creekside frontage provides habitat for steelhead, red-legged frogs, tide-water gobies (all threatened), deer, fox, mountain lions, and bobcats.

In 2008, following maintenance and implementation of the design for the property, the Greenspace Creekside Reserve was opened to the public. It serves as a flood plain in Cambria's urbanized area and provides public access to Santa Rosa Creek. It is also the site of the Chinese temple, which was restored and opened to the public in 2012. This property is part of the 'Cambria Historic Center Park' - a county designation - which includes the Guthrie-Bianchini House, Bucket of Blood Saloon, and Blue House across Center Street; and a CCSD property at the foot of Bridge Street. As a group they bring together important cultural and environmental resources in Cambria.

THE GREENSPACE BOARD OF DIRECTORS

Andrea Wogsland  
Executive Director  
PO Box 1505, Cambria CA 93428  
805 927-2866 (v)  
greenspacecambria.org  
andrea@greenspacecambria.org

Mary Webb, President  
Christine Heinrichs, Vice President  
Dewayne Lee, Treasurer  
John Zinke, Secretary  
Richard Hawley  
Art Van Rhyn

Wayne Attoe  
Ellen Leigh  
Bob Fountain  
Karen Dean  
Amanda Darling  
Robert Reid  
Deborah Parker, Director Emeritus





Greenspace estimates use of the irrigation meter would amount to approximately 20-60 gallons/week for property maintenance and to support our Monterey Pine Tree propagation activities.

The County of San Luis Obispo refers individuals who are removing trees from their property to Greenspace - The Cambria Land Trust in order to purchase replacement trees. Greenspace grows native Monterey pine trees, which are collected from local seed stock from asymptomatic trees, and coast live oak. These are sold at below cost to encourage participation.

Greenspace asks that any transfer fee, installation charge, and meter cost be waived in light of the tremendous resource the Creekside Reserve has offered to the community for the last two decades and continues to offer to the public.

We support the donation request from Jesse Arnold to transfer the irrigation meter to the Greenspace Creekside Reserve. Please feel free to contact us with any questions or for additional information. Thank you for your time and consideration.

Sincerely,

Andrea Wogsland  
Executive Director

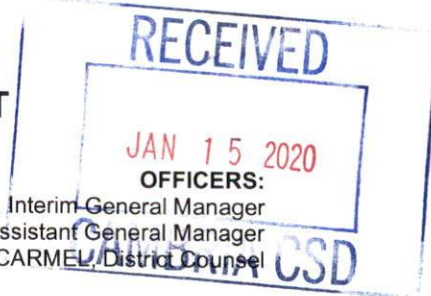
# CAMBRIA COMMUNITY SERVICES DISTRICT

**DIRECTORS:**

HARRY FARMER, President  
CINDY STEIDEL, Vice President  
AMANDA RICE, Director  
DAVID PIERSON, Director  
DONN HOWELL, Director



PAAVO OGREN, Interim General Manager  
MONIQUE MADRID, Assistant General Manager  
TIMOTHY J. CARMEL, District Counsel



1316 Tamsen Street, Suite 201 • P.O. Box 65 • Cambria CA 93428  
Telephone (805) 927-6223 • Facsimile (805) 927-5584

**REQUEST TO HAVE AN ITEM PLACED ON THE BOARD AGENDA**

Name of Requestor: Andrea Wogslund Telephone No.: 805 927 2806  
Service Address: Greenspace - The Cambria Land Trust Fax No.: \_\_\_\_\_  
Mailing Address: PO Box 1505 Cambria CA 93428  
Email Address: andrea@greenspacecambria.org

1. Please state the subject of your item (if this invoices property please provide description).

donation of irrigation meter

2. Is the result of a request that has been denied at District staff level?

N/A

3. Describe why this item should be placed on an agenda and how this item relates to services provided by the CCSD.

Submitting on the recommendation of  
Melissa Bland

4. Is a time factor involved? If so, please explain.

The donor would like this addressed as soon as possible.  
2-3 weeks is ideal.

**Disposition of the request:**

- Approved for agenda (Note: All information pertinent to this item must be available to staff two weeks in advance of the scheduled date.)
- Disapproved

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

**Note: Any additional information required for this item to be considered must be available to staff's satisfaction two weeks in advance of the scheduled date.**



12/2/19

Dear CCSD Board:

I have an irrigation water meter on Pierce Avenue at a 50X70' lot, APN 023-362-030. The account number is [REDACTED].

I wish to make a charitable donation of this meter to Greenspace, The Cambria Land Trust, to be used at their creekside park in downtown Cambria. Greenspace will give you their parcel number.

I believe this water meter transfer will be a benefit to the public.

Please approve the transfer of the meter.

Thank you.

Jesse Arnold  
[REDACTED]  
[REDACTED]