

As a matter of proper business decorum, the Board of Directors respectfully request that all cell phones be turned off or placed on vibrate. To prevent any potential distraction of the proceeding, we request that side conversations be taken outside the meeting room.

AGENDA
REGULAR BOARD MEETING
THREE VALLEYS MUNICIPAL WATER DISTRICT
1021 E. MIRAMAR AVENUE, CLAREMONT, CA 91711

Wednesday, February 3, 2021 – 8:00 a.m.

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

Pursuant to the provisions of Executive Order N-29-20 issued by Governor Newsom in response to the COVID-19 outbreak and as a precaution to our Board of Directors, staff and the public, Three Valleys MWD will hold its Board meeting via teleconference. The public's physical attendance at the district is not allowed. The public may participate in the teleconference by clicking on the link below:

<https://attendee.gotowebinar.com/register/5187847016535014412>

(Dial-in instructions are provided after registering at the link above)

Any member of the public wishing to participate in Public Comment may do so by filling out the speaker's card at the following link: **<https://arcg.is/0z5GqO>** or by sending an email to **naquirre@tvmwd.com**

The mission of Three Valleys Municipal Water District is to supplement and enhance local water supplies to meet our region's needs in a reliable and cost-effective manner.

Item 1 – Call to Order

Kuhn

Item 2 – Roll Call

Aguirre

Item 3 – Additions to Agenda [Government Code Section 54954.2(b)(2)]

Kuhn

Additions to the agenda may be considered when two-thirds of the board members present determine a need for immediate action, and the need to act came to the attention of TVMWD after the agenda was posted; this exception requires a degree of urgency. If fewer than two-thirds of the board members are present, all must affirm the action to add an item to the agenda. *The Board shall call for public comment prior to voting to add any item to the agenda after posting.*

Item 4 – Reorder Agenda

Kuhn

Item 5 – Public Comment (Government Code Section 54954.3)

Kuhn

Opportunity for members of the public to directly address the Board on items of public interest within its jurisdiction. The public may also address the Board on items being considered on this agenda. TVMWD requests that all public speakers complete a speaker's card and provide it to the Executive Assistant.

We request that remarks be limited to three minutes or less. Pursuant to Government Code Section 54954.3, if speaker is utilizing a translator, the total allotted time will be doubled.

Item 6 – General Manager’s Report

Litchfield

The Executive Leadership Team will provide brief updates on existing matters under their purview and will be available to respond to any questions thereof.

6.A – Sunshine Ordinance – [enc]

Kennedy

The Board will review updates to the District’s Sunshine Ordinance.

6.B – FY 2021-22 Budget Review Schedule – [enc]

Linthicum

The Board will be provided with the budget review schedule for FY 21-22.

6.C – Policy Manual Review – [enc]

Litchfield

The Board will review updates to the District’s Policy manual.

6.D – Consider Agreement for Operation and Maintenance of Miramar Water Treatment, Water Transmission and Hydroelectric Generating Facilities – [enc]

Litchfield

The Board will review the Miramar 2.0 agreement.

6.E – Consider Agreement for Operation and Maintenance of the Six Basins Groundwater Project – [enc]

Litchfield

The Board will review the Six Basins Groundwater Project agreement.

6.F – Projects Summary Update

Peralta

The Board will be given an update of ongoing District projects.

Item 7 – Closed Session

Kuhn

Conference with Legal Counsel – Existing Litigation [Government Code Section 54956.9(d)(1)]

Name of Case: San Diego County Water Authority v. Metropolitan Water District of Southern California, et al., San Francisco County Superior Court Case No. CPF-10-510830 (Consolidated with Case No. CPF-12-512466)

Name of Case: San Diego County Water Authority v. Metropolitan Water District of Southern California, et al., San Francisco County Superior Court Case No. CPF-14-514004

Name of Case: San Diego County Water Authority v. Metropolitan Water District of Southern California, et al., San Francisco County Superior Court Case No. CPF-16-515282

Name of Case: San Diego County Water Authority v. Metropolitan Water District of Southern California, et al., San Francisco County Superior Court Case No. CGC-17-563350

Name of Case: San Diego County Water Authority v. Metropolitan Water District of Southern California, et al., San Francisco County Superior Court Case No. CPF-18-516389

Item 8 – Future Agenda Items

Kuhn

Item 9 – Adjournment and Next Meeting

Kuhn

The Board will adjourn to a regular Board Meeting on Wednesday, February 17, 2021 at 8:00 a.m.

American Disabilities Act Compliance Statement

Government Code Section 54954.2(a)



Any request for disability-related modifications or accommodations (including auxiliary aids or services) sought to participate in the above public meeting should be directed to the TVMWD's Executive Assistant at (909) 621-5568 at least 24 hours prior to meeting.

Agenda items received after posting

Government Code Section 54957.5

Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the TVMWD office located at, 1021 East Miramar Avenue, Claremont, CA, 91711. The materials will also be posted on the TVMWD website at www.threevalleys.com.

Three Valleys MWD Board Meeting packets and agendas are available for review on its website at www.threevalleys.com.

BRUNICK, MCELHANEY & KENNEDY

PROFESSIONAL LAW CORPORATION

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SAN BERNARDINO, CALIFORNIA 92408

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MAILING ADDRESS:

POST OFFICE BOX 13130

SAN BERNARDINO, CALIFORNIA 92423-3130

January 26, 2021

TO: Board of Directors
THREE VALLEYS MUNICIPAL WATER DISTRICT

FROM: Steven M. Kennedy, General Counsel

RE: Sunshine Ordinance

The Board conducted its annual review of the above-referenced Ordinance during its regular meeting of January 6, 2021. Based upon the comments received during that review, I have prepared the draft Ordinance attached hereto which, if adopted, would modify Section 2.3.5 thereof to expand the availability of background agenda materials to the public beyond the Brown Act requirements set forth in Government Code Section 54957.5.

Please advise if this change accurately captures the Board's intent and whether the Board wishes to consider any other amendments to the District's Sunshine Ordinance. It is anticipated that the new Ordinance would be brought back for possible adoption at the regular Board meeting of February 17, 2021.

If any member of the Board has any questions or comments, please feel free to address them to me as appropriate.

Enclosure: Draft Sunshine Ordinance

ORDINANCE NO. 21-02-22

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE THREE VALLEYS MUNICIPAL WATER DISTRICT
CONCERNING THE CONDUCT OF ITS PUBLIC MEETINGS**

WHEREAS, the Board of Directors of the Three Valleys Municipal Water District finds as follows:

A. The Three Valleys Municipal Water District (“the District”) is a municipal water district organized and operating pursuant to California Water Code Section 71000 et seq.

B. The District is governed by an elected Board of Directors (“the Board”) whose meetings are subject to the requirements of the Ralph M. Brown Act, California Government Code Section 54950 et seq. (“the Brown Act”).

C. On March 7, 2001, the Board adopted Ordinance No. 3-01-8 in order to clarify and supplement the Brown Act and to ensure that the Board’s deliberations and the District’s operations are open to the public to the full extent permitted by law.

D. On May 7, 2001, the Board adopted Ordinance No. 5-01-9 which amended Ordinance No. 3-01-8 to impose further requirements upon itself which allow greater access to the meetings of the Board than prescribed in the Brown Act.

E. On February 22, 2002, the Board adopted Ordinance No. 02-02-11 which further amended Ordinance No. 3-01-8 with respect to the date, time, and place of the Board’s regular meetings.

F. On June 25, 2003, the Board adopted Ordinance No. 6-03-12 which further amended Ordinance No. 3-01-8 with respect to closed session agenda descriptions and the date, time, and place of the Board’s regular meetings.

G. On May 19, 2004, the Board adopted Ordinance No. 05-04-13 which further amended Ordinance No. 3-01-8 with respect to the date, time, and place of the Board's regular meetings, and consolidated all of the amendments to Ordinance No. 3-01-8 into a single comprehensive document.

H. On January 18, 2012, the Board adopted Ordinance No. 12-01-19 which amended Ordinance No. 05-04-13 with respect to the dates of the Board's regular meetings and the posting of its agendas.

I. On April 17, 2013, the Board adopted Ordinance No. 13-04-20 which amended Ordinance No. 12-01-19 with respect to the closed session descriptions attached hereto as Exhibit A so as to maintain compliance with statutory amendments to the Brown Act.

J. The purpose of this ordinance is to modify Section 2.3.5 hereof to expand the availability of background material to the public beyond the requirements of Government Code Section 54957.5 and to ensure that the Board's deliberations are performed in a manner that reflect a dedication to the highest standards of integrity and accountability so as to continue to earn the trust and confidence of the parties served by the District.

THEREFORE, THE BOARD OF DIRECTORS of the Three Valleys Municipal Water District does hereby adopt and ordain as follows:

Section 1. **COMPLIANCE WITH STATUTORY REQUIREMENTS.**

All meetings of the Board and all committees thereof shall be conducted in compliance with all applicable requirements of the Brown Act.

Section 2. **ADDITIONAL REQUIREMENTS.**

2.1. **Regular Meetings.** Pursuant to Government Code Section 54954(a), all regular meetings of the Board shall be held at 8:00 a.m. on the first and third Wednesdays of each month

at the District offices located at 1021 East Miramar Avenue, Claremont, California, unless otherwise provided in the agenda that is prepared and posted therefor in accordance with Section 2.3 hereof.

2.2. **Special Meetings.** Special meetings of the Board may be called from time to time and will be conducted in accordance with Government Code Section 54956. The Board shall not add any non-agendized item to the agenda of a special meeting. Further, no agenda for a special meeting shall provide an opportunity for the Board to consider the possible addition of any non-agendized item to the agenda.

2.3. **Agendas.**

2.3.1. **Descriptions.** The agenda for all Board meetings and all committee meetings that are open to the public shall contain a brief, general description of each item of business to be transacted or discussed during the meeting and shall avoid the use of undefined abbreviations or acronyms not in common usage and terms whose meaning is not known to the general public. The agendas may refer to explanatory documents, including but not limited to correspondence or reports, within the written material prepared and/or forwarded by District staff to the Board concerning the subject matter of any agenda item. The description of an agenda item is adequate if it is sufficiently clear and specific to alert a person whose interests are affected by the item that he or she may have reason to attend the meeting or seek more information about the item.

2.3.2. **Additions.** The Board shall not discuss or take action on any item not appearing on the posted agenda for the meeting unless otherwise authorized by the Brown Act. All findings and/or determinations required by Government Code Section 54954.2(b) shall be expressly made by the Board and duly reflected in the minutes of the meeting.

2.3.3. Public Comment. The agenda for all meetings of the Board shall include an item for Public Comment so as to provide an express opportunity for members of the public to directly address the Board in accordance with the requirements of Government Code Section 54954.3(a) prior to the Board's consideration of the merits of any item placed on the agenda. In the event that a motion is made to reorder the agenda, or add an item to the agenda, or otherwise take any Board action prior to the Public Comment portion of the agenda, the President of the Board shall ask any members of the public in attendance at the meeting whether they wish to comment on the motion that is pending before the Board. During the Board's consideration of items discussed after the Public Comment portion of the agenda, the President of the Board should exercise best efforts to recognize any member of the public who wishes to speak on that issue prior to any action thereon that is taken by the Board.

2.3.4. Posting. The agendas of all Board meetings and all committee meetings which are open to the public shall be posted in the following locations: (1) an exterior bulletin board located outside the District headquarters that is accessible twenty-four (24) hours a day; (2) on-line at the District's website known as www.threevalleys.com; and (3) an interior bulletin board located in the lobby of the District headquarters.

2.3.5. Background Material. Staff material, consisting of agendas, staff reports, and other material prepared and forwarded by staff which provide background information and recommendations, regarding agenda items, when distributed to all or to a majority of the members of the Board in connection with a matter which is subject to discussion or consideration in open session at a public meeting, shall be made readily available to the public on the District's website and upon request.

2.4. Closed Sessions.

2.4.1. Agenda Descriptions. Substantial compliance with the permissive provisions of Government Code Section 54954.5, as generally reflected in Exhibit A attached hereto and incorporated herein by this reference, is mandatory under this ordinance with respect to the description of any closed session items on any Board meeting agenda. For closed sessions held pursuant to Government Code Section 54957, the agenda will use the description in Exhibit A that best describes the purpose of the closed session. When the purpose of the closed session is to conduct a hearing on specific complaints or charges brought against an employee of the District, the agenda description shall read “PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, employee given 24-hour notice.”

2.4.2. Advance Announcement. Prior to holding any closed session, the Board shall state in open session the item or items to be discussed in the closed session. The statement may take the form of a reference to the item or items as they are listed by number or letter on the agenda, and must include any and all matters otherwise required to be disclosed under the Brown Act. For closed sessions held pursuant to Government Code Section 54956.9(d)(3), the Board must announce the existing facts and circumstances which authorize the holding of the closed session or specifically state that it believes that facts and circumstances that might result in litigation against the District are not yet known to a potential plaintiff or plaintiffs. In the closed session, the Board shall consider only those matters covered in its statement. Nothing in this section shall require or authorize the release of information which is exempt from disclosure under state or federal law.

2.4.3. Public Reports on Closed Session Actions. The Board shall publicly report any action taken in closed session, and the vote or abstention of every member present thereon, in the manner and to the extent required by Government Code Section 54957.1.

2.5. **Ad Hoc Committees.** In order to be exempt from the notice, agenda, and public participation requirements of the Brown Act, all ad hoc committees of the Board shall substantially comply with the following guidelines: (1) The committee shall be comprised of less than a quorum of the Board; (2) The committee's life should be restricted to a relatively short period of time; (3) The committee's purpose should be limited to a single and specific task; (4) The committee shall not be given any independent discretionary authority to make ultimate decisions on behalf of the Board with respect to the final resolution of the task; (5) The committee's charge should not be automatically renewed upon completion of its particular assignment or expiration of its fixed term; (6) The committee's meeting schedule should not be on a regular basis or established by formal action of the Board; and (7) Public notice of the formation of the committee shall be given in a timely manner.

Section 3. **REVIEW OF ORDINANCE ON ANNUAL BASIS.**

Each year, the Board may review this ordinance to determine its effectiveness and the necessity for its continued operation. As such time, the District's General Manager shall report to the Board on the operation of this ordinance, and make any recommendations deemed appropriate, including proposals to amend the ordinance. Upon conclusion of its review, the Board may take any action it deems appropriate concerning this ordinance. Nothing herein shall preclude the Board from taking action on the ordinance at times other than upon conclusion of the annual review. The Board's failure to conduct the annual review shall result in the continued operation of this ordinance for another year or until otherwise modified by the Board.

Section 4. **SEVERABILITY.**

If any provision of this ordinance, or the application thereof to any person or circumstance, is held to be invalid, such invalidity shall not affect other provisions or applications of this

ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 5. **EFFECTIVE DATE.**

The provisions of this ordinance shall supersede all prior inconsistent ordinances and shall take effect immediately upon adoption.

Adopted this ____ day of February, 2021.

ROLL CALL:

AYES:

NOES:

ABSTAIN:

ABSENT:

Bob G. Kuhn
President, Board of Directors

ATTEST:

Carlos Goytia
Secretary, Board of Directors

EXHIBIT A

Under Government Code Section 54954.5, the following language has been provided by the State Legislature as sample language which will meet the mandate of the Brown Act for properly identifying closed session items on the Board's agenda:

LICENSE/PERMIT DETERMINATION (Government Code Section 54956.7)

Applicant(s): (Specify number of applicants)

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)

Property: (Specify street address; parcel number if no street address; or other unique reference of parcel under negotiation)

District Negotiator: (Specify names of negotiators attending closed session) (If the specified negotiator is to be absent, an agent or designee may participate provided the name of the agent or designee is announced publicly prior to the closed session.)

Negotiating parties: [Specify name of party (not agent)]

Under negotiation: (Specify whether instruction to negotiator will concern price, terms of payment, or both)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [Government Code Section 54956.9(d)(1)]

Name of case: (Specify by reference to claimant's name, name of parties, case or claim numbers)

or

Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement negotiations)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): (Specify number of potential cases)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (Specify number of potential cases)

LIABILITY CLAIMS (Government Code Section 54956.95)

Claimant: (Specify name unless unspecified pursuant to Section 54961)

Agency claimed against: (Specify name)

THREAT TO PUBLIC SERVICES OR FACILITIES (Government Code Section 54957)

Consultation with: (Specify name of law enforcement agency and title of officer, or name of applicable District representative and title)

PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957)

Title: (Specify description of position to be filled)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: (Specify position title of employee being reviewed)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54957)

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release.)

CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

District designated representatives: (Specify names of designated representatives attending the closed session) (If circumstances necessitate the absence of a specified representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Employee organization: (Specify name of organization representing employee or employees in question)

or

Unrepresented employee: (Specify position title of unrepresented employee who is the subject of negotiations)


CASE REVIEW/PLANNING (Government Code Section 54957.8)

(No additional information is required in connection with a closed session to consider case review or planning.)

DRAFT



Board of Directors Staff Report

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: February 3, 2021
Subject: **FY 21-22 Budget Review Schedule**

<input type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	<input type="checkbox"/> Funds Budgeted
<input checked="" type="checkbox"/> Information Only	<input type="checkbox"/> Cost Estimate:	\$

Requested Action:

No Action Necessary – Informational Item Only

Discussion:

Included below is the tentative schedule for review of the FY 2021-22 budget. Meeting dates listed are tentative and subject to change by the General Manager and the Board.

2/3/21	Board Workshop	Budget Review Schedule
2/9/21	Manager's Meeting	Budget Review Schedule
3/3/21	Board Workshop	Budget Workshop Water Sales Predictions Overall Budget and Rates (1 st draft)
3/9/21	Manager's Meeting	Water Sales Predictions Overall Budget and Rates (1 st draft)
4/7/21	Board Workshop	Overall Budget and Rates (2 nd draft)
4/13/21	Manager's Meeting	Overall Budget and Rates (2 nd draft)
4/13/21	MWD Board Meeting	(If necessary) Consideration of revisions to previously adopted MWD FY 2021-22 Budget and 2022 Rates
4/21/21	Board Meeting	Adoption of TVMWD FY 2021-22 Budget and 2022 Rates

Fiscal Impact:

None

Strategic Plan Objective(s):

3.1 – Utilize and comply with a set of financial policies to maintain TVMWD's financial health

3.3 – Be accountable and transparent with major decisions

Attachment(s):

None


Meeting History:

None

NA/JL



Board of Directors Staff Report

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: February 3, 2021
Subject: TVMWD Policy Manual – Biennial Update

<input type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	\$
<input checked="" type="checkbox"/> Information Only	<input type="checkbox"/> Funds Budgeted:	

Staff Recommendation:

No Action Necessary – Informational Item Only

Discussion:

The manuals are approved by the board biennially or more often as needed. At the January 6, 2021 Board meeting, staff presented recommended changes and Board members provided input and suggestions for some additional changes for consideration.

Policy Manual

Included in this draft are general cleanup language suggested by staff and the Board. In addition, there are changes/clarifications regarding Board of Directors Compensation and Reimbursement protocols as well as policy additions addressing email acceptable use, internet acceptable use, password protocol, social media use, and District-Issued Cell Phones For Directors.

Staff will bring this item back for execution at a future board meeting as directed by the Board.

Strategic Plan Objective(s):

3.3 – Be accountable and transparent with major decisions

Attachment(s):

Exhibit A – Redlined/Strikeout Draft Policy Manual revised February 2021

Exhibit B – Clean Draft Policy Manual revised February 2021

Meeting History:

January 6, 2021

NA/ML



~~Policy Manual 2020~~Policy
Manual 2021

A handwritten signature in blue ink, appearing to read "M. Litchfield".

Matthew H. Litchfield, P.E.
General Manager/Chief Engineer

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1. PURPOSE AND ORGANIZATION

1.1. Mission

The mission of Three Valleys Municipal Water District is to supplement and enhance local water supplies to meet our region's needs in a reliable and cost-effective manner.¹

1.2. Vision Statement

The District meets its regional water supply needs through:

- 1.2.1. Collaboration with its member agencies to understand their short-term and long-term needs
- 1.2.2. Development and implementation of a plan to address these needs in a cost-effective manner based on current water conditions
- 1.2.3. Periodic update of the plan as needs or as major changes in water conditions occur
- ~~1.2.3.~~1.2.4. Adaptive management strategies that seek a combination of operational and cost efficiency.¹

1.3. Core Values

The Core Values of Three Valleys Municipal Water District are as follows:

- 1.3.1. Teamwork – The coordination, collaboration, participation and understanding of everyone's role in fulfilling the mission and vision.
- 1.3.2. Communication – The exchanging of information and sharing of ideas ~~or feelings~~.
- 1.3.3. Customer Service – The process of ensuring customer satisfaction.
- 1.3.4. Personal Responsibility – Being accountable for something within one's control.
- 1.3.5. Professional Integrity – The manner in which people behave and act in the workplace.
- 1.3.6. Employee Development – The steps taken to encourage each employee's professional and personal growth.
- 1.3.7. Innovation – The process of inventing or introducing something new.
- 1.3.8. Recognition – Appreciating the value of an achievement.

1.4. Functions and Powers

The District is a Municipal Water District, organized under and subject to the provisions of the Municipal Water District Law of 1911.² The District's primary functions are to acquire, control, distribute, store, purify, and conserve water for the beneficial use of its entire area (Water Code Sections 71610-71612). The District has the power of eminent domain (Water Code Sections 71693-71694); the right to acquire, use, and dispose of easements and other interests in real property (Water Code Sections 71690-71691); the right to use the public right-of-way for operating facilities (Water Code Sections 71695-71698); the power to fix water rates and fees (Water Code Sections 71613-71617); incur bonded indebtedness (Water Code

Sections 71312.5, 72028-72028.4, 72073-72077); levy standby charges (Water Code Sections 71630-71637, 71638-71638.4, 71639; Government Code Sections 54984-54984.9); impose water replenishment assessments (Water Code Sections 71682-71689.9), special taxes (Water Code Sections 72090-72099), and utility taxes (Water Code Sections 72072-72072.12); and the authority to issue bonds for system maintenance and development.³ The District also has the power to sue or be sued (Water Code Sections 71750-71752), and to contract (Water Code Section 71592), and to enter into a variety of legally recognized relationships with other public and/or private entities (Water Code Sections 71720-71723). The District exercises its power to generate electricity for direct use and for sale to other parties and reserves the right to exercise other latent powers in the future.⁴ As a member public agency of the Metropolitan Water District of Southern California, the District is entitled to certain rights and privileges, and may be responsible for carrying out certain duties.⁵

1.5. Member Agencies as Customers

The District wholesales water for the benefit and use of its customers (commonly referred to as “Member Agencies”). Member Agencies include: Golden State Water Company; Rowland Water District; Walnut Valley Water District; Valencia Heights Water Company; Boy Scouts of America; California State Polytechnic University, Pomona; Mount San Antonio College; Suburban Water Systems; Covina Irrigating Company and the cities of Covina, Glendora, La Verne, and Pomona. For the benefit of any or all of these Member Agencies, the District may also sell water to a Watermaster that administers a court judgment, and/or a Joint Powers Authority with any of these Member Agencies as a participating member. Through the Member Agencies, water is provided to the following cities or unincorporated areas: Charter Oak, Claremont, Covina, Covina Hills, Diamond Bar, Glendora, Industry, La Puente, La Verne, Pomona, Rowland Heights, San Dimas, Walnut and West Covina. Any significant initiation or change of service, change in boundaries, sphere of influence, jurisdiction, or organization, must be approved by the Local Agency Formation Commission for Los Angeles County (LAFCO).⁶

2. GOVERNANCE

2.1. Board of Directors - Principal Functions

The major functions of the Board of Three Valleys Municipal Water District are to define District goals and objectives; to act as custodian of District property and resources; to establish District policies; to review all District operations; to direct the development of management plans; to employ the General Manager of the District who shall implement the goals, plans and policies established by the Board of Directors; and to communicate with the District's Member Agencies and the general public (Water Code Sections 71270-71314). Policies that supplement obligations of the District as set forth in the law are established by ordinances, resolutions, or motions passed by the Board of Directors.⁷

2.2. Election

A seven-member Board of Directors governs the District.⁸ Directors are elected to four-year terms at elections in November of even-numbered years. Elections are staggered, with Directors for Divisions I, III, and V elected at one election and the Directors for Division II, IV, VI and VII elected at another election. A candidate for the Board of Directors must be a resident of the District, as well as the Division the candidate wishes to represent.

Candidate Statements of Qualification, which appear on sample ballot pamphlets, are limited to 200 words [California Water Code Section 71505; California Elections Code Sections 10540 and 13307(a) (1)]. The District does not pay any costs associated with the printing, mailing and/or handling of these.⁹

If an incumbent Board member is unchallenged in an election, the District will **be notified** ~~request~~ that the Los Angeles County Board of Supervisors **will** appoint him or her to a new term.¹⁰

The events causing a vacancy before the expiration of a Director's term are set forth in California Water Code Section 71250.5 and California Government Code Section 1770. Procedures contained in the California Government Code allow a vacancy to be filled by appointment by the remaining Board, or by election, or by appointment by the Los Angeles County Board of Supervisors.¹¹

2.3. Board of Directors – Organization

At its first Board meeting in December of each year, the Board of Directors elects from among its members a President, Vice-President, Secretary, and Treasurer.¹² Roles and responsibilities of these officers are as follows:

President: The President presides over all public meetings as well as workshops. The President is responsible for ensuring proper parliamentary procedures are followed during all public meetings and workshops. The President signs contracts binding on the District as well as all board-approved resolutions, ordinances and minutes. The President signs all District checks.

Vice President: The Vice President carries out the duties and responsibilities of the President when the President is not available to perform those duties.

Secretary: The Secretary is responsible for signing all board-approved resolutions and ordinances.

Treasurer: The Treasurer is responsible for reviewing the District's financial institution statements on a monthly basis and reconcile the statements to the monthly reports prepared by staff.

The Board of Directors' selects or confirms District representatives to the Metropolitan Water District of Southern California (MWD) and the San Gabriel Valley Basin Water Quality Authority (WQA), the latter of which serves a four-year term designated by resolution. The representative/alternate members of these Boards serve at the pleasure of the Three Valleys Board of Directors. Following the election of officers, ~~the President of~~ the Board of Directors shall appoint District representatives to the Main San Gabriel Basin Watermaster, Chino Basin Watermaster and Six Basins Watermaster. Additionally, the current Board Members serve on the TVMWD Financing Corporation. Members of the Board of Directors may also be appointed as the District's representative/alternate to observe at other organizations, which shall be listed and approved by the Board of Directors. All assignments are for the calendar year and begin on January 1. The Board President may defer action on appointing representatives / alternates for up to 60 days. Predecessors will serve in their assigned role as representative or alternate until replaced.

2.4. Board of Directors - Public Meetings

Regular Board meetings are generally held on the first and third Wednesday of each month at 8:00 a.m. at the District Headquarters, 1021 E. Miramar Avenue, Claremont, California.

The District's meetings of the Board of Directors are subject to the requirements of the Ralph M. Brown Act.¹³ To clarify and supplement the Brown Act and to ensure that the Board's deliberations and the District's operations are open to the public to the full extent permitted by law, the Board originally adopted Ordinance [No. 3-01-8](#), ~~superseded by Ordinance No. 13-04-20~~ and most recently amended it with Ordinance [No. 13-04-2021-02-22](#) (aka Sunshine Ordinance).

Robert's Rules of Order provide guidance for the conduct of the Board's business except where otherwise provided by resolution, law, order, or motion of the District. The Board President will rule on all matters of procedure, with the advice of legal counsel.

Except as set forth in California Government Code Section 54954.2, the Board of Directors will only consider items placed on the public agenda for each Board meeting. During its meetings, the Board of Directors may go into a closed session to discuss confidential personnel matters, labor negotiations, possible litigation, or matters related to attorney-client privilege. The President or a majority of the Board of Directors may call a Special Board Meeting.

District legal counsel attends meetings as requested by the Board of Directors or the General Manager. All legal counsel directives shall go through the Board of Directors or the General Manager. The General Manager may delegate to other employees the authority to request legal counsel for certain routine matters, such as review of contracts and agreements.

2.5. Board of Directors - Norms of Conduct and Communication

- 2.5.1. Personal Conduct: The work of the District is a team effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District. Directors shall thoroughly prepare themselves to discuss agenda items at meetings of the Board of Directors. Directors shall, at all times, conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings. Directors shall defer to the Board President for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board. Directors may request for inclusion into minutes brief comments pertinent to an agenda item, only at the meeting that item is discussed (including, if desired, a position on abstention or dissenting vote). When responding to requests and concerns from Member Agencies and other customers, Directors should be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels and to responsible management personnel. Directors should develop a working relationship with the General Manager wherein current issues, concerns and District projects can be discussed comfortably and openly. Directors should function as a part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively. Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.
- 2.5.2. Conflicts of Interest: The Board of Directors has adopted a Conflict of Interest Code, as required by the California Political Reform Act of 1974, as amended.¹⁴ This Code sets guidelines for the Directors' disclosure of their economic interests to meet requirements of State law. Additionally, Directors shall abstain from participating in consideration of any item involving a prohibited conflict of interest. Unless such a conflict of interest exists, however, Directors should not abstain from the Board's decision-making responsibilities.
- 2.5.3. Campaign Disclosures: District Board members and employees shall not accept, solicit, or direct a political contribution from (a) existing District vendors, consultants, or contractors, or (b) vendors, consultants, or contractors who have a financial interest in a contract or other matter while that contract or other matter is pending before the District.

The District shall not enter into a contract with a proposed vendor, consultant, or contractor who has made a political contribution to or at the behest of a District Board member or employee.

To ensure full transparency in these matters, the District will request disclosure requirements in its bid processes that will obligate a potential vendor, consultant, or contractor to disclose any material financial relationship they may have or may

have had with a District Board member or employee that includes, but is not limited to, payment of a salary or commission and/or donation to his or her political campaign.

2.5.4. Communication of Views and Positions: ~~The Board of Directors is committed to providing excellence in leadership and the highest quality of service to its member agencies and customers. The Board of Directors is committed to providing excellence in legislative leadership and the that result in the provision of the highest quality of services to its member agencies and other customers. In order~~

2.5.5. The Board of Directors shall observe the following:

a. The dignity, style, values and opinions of each Director shall be respected.

Responsiveness and attentive listening in communication is encouraged.

b. The needs of the public and the District's Member Agencies and other customers should be the priority of the Board of Directors.

c. Directors should commit themselves to emphasizing the positive, avoiding double talk, hidden agendas, gossip, backbiting and other negative forms of interaction.

~~2.5.4. d. Directors commit themselves to focusing on issues and not personalities. To assist in the government of the behavior between and among members of tThe Board of Directors, the following rules shall be observed the following::~~

~~a. The dignity, style, values and opinions of each Director shall be respected. Responsiveness and attentive listening in communication is encouraged.~~

~~b. The needs of the public and the District's Member Agencies and other customers should be the priority of the Board of Directors.~~

~~c. Directors should commit themselves to emphasizing the positive, avoiding double talk, hidden agendas, gossip, backbiting and other negative forms of interaction.~~

~~d.a. Directors commit themselves to focusing on issues and not personalities.~~ The presentation of the opinions of others should be encouraged. Cliques and voting blocs based on personalities rather than issues will be avoided.

~~e.b.~~ Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, in a constructive and forthright manner. Once the Board of Directors takes action, Directors should commit to support said action and not create barriers to the implementation of said action.

~~2.5.5.~~ 2.5.6. Involvement in Elections: The District does not contribute funds directly or indirectly to candidates for elected public office [Government Code Section 3205(a)]. Furthermore, the District prohibits any political activity of officers or employees of the District during working hours or on the premises of the District [Government Code Section 3207].

~~2.5.6.~~ 2.5.7. Board Discipline: In the exercise of its discretion, the District's Board of

Directors, by affirmative vote of five (5) of its members, may censure any of its members for a period of time deemed appropriate by said super majority of the Board of Directors. Unless otherwise prohibited by law, the maximum penalty that may be imposed upon the censured Director by said supermajority of the Board of Directors during the period of such censure shall be the following:

- a. The suspension of all spending of District funds by the censured Director and of all reimbursement from District funds of any costs incurred by the censured Director, unless otherwise allowed by the Board of Directors.
- b. The removal of the censured Director from service on all committees and other assignments on behalf of the District and/or the Board of Directors, unless subsequently authorized by the Board of Directors and/or the President of the Board of Directors.
- c. The withholding of all compensation by the District to the censured Director except as otherwise allowed for attending meetings of the District's Board of Directors and other meetings subsequently authorized by the Board of Directors and/or President of the Board of Directors.
- d. The withholding of all or some of the benefits provided by the District to the censured director as determined by the Board of Directors.

2.5.7-2.5.8. Miscellaneous

- a. The District shall not purchase alcoholic beverages for consumption at meetings of the Board, or functions sponsored by the District.
- b. Directors will be expected to maintain proper decorum and comportment while representing the District.
- c. Subject to California Government Code Section 89001 and Section 18901 of Title 2 of the California Code of Regulations, Directors may use District letterhead for routine correspondence as a normal part of their duties, but are restricted from representing the Board of Directors or from using staff time excessively on all other matters without prior approval by the Board of Directors in an open session. The following guidelines shall apply:
 - 1) Letterhead may not be used for partisan activities or positions or in connection with a director's outside employment.
 - 2) All correspondence will be prepared for a Director by District staff, and a copy will be placed in the next regular Board packet.
- d. If Directors or staff has any question whether the correspondence is routine, it should be submitted to the full Board of Directors for prior approval. The following examples are guidelines for this policy:
 - 1) Board Approval Required: If District letterhead is used to express opinions or positions on which the Board of Directors has not taken an official position, or has an opposing position to that of the Board member, the letter/memo must state that the position expressed is his/her individual position and does not reflect the official position of the Board of Directors, and a copy must be

provided to the Board of Directors for their information prior to mailing the letter/memo out. In addition, if letter/memo subject matter requires excessive use of staff time prior approval is required.

- 2) Board Approval Not Required: If the letter/memo expresses or requests support/opposition to ~~legislative or administrative~~ actions in accordance with a Board adopted position; merely makes an inquiry or requests information on a District related matter; may respond to an inquiry or invitation to participate in a District related activity. In addition, approval is not required for thank you letters.
- e. Directors may be provided computer tablet or like devices to conduct District business. Use of these devices shall be limited to District business and any use thereof may be subject to disclosure under the Brown Act and/or Public Records Act.

2.6. Board of Directors - Orientation ~~Biennial~~ Meeting

Following the certification of the general election, staff will schedule an orientation with any newly elected Director, or any Director who is re-elected with a lapse of four years or greater. The purpose of the orientation will be to review, but not limited to, the following: The Ralph M. Brown Act, Robert's Rules of Orders, Conflicts of Interest, Directors' Compensation, Directors Travel and Reimbursement, a general review of Board Policies, Ethical behavior and conduct. Additionally, a facility tour will be scheduled to share information regarding TVMWD's operations and projects that are underway.

2.6.1. District of Distinction

TVMWD was originally awarded the District of Distinction designation by California Special Districts Leadership Foundation during 2014; this designation is recertified every ~~two-three~~ years. In order to maintain this designation all newly elected Directors are required to complete six hours of Governance training. Staff will work with newly elected Directors during the first quarter following their installation to coordinate this required training.

2.7. Board of Directors - Compensation

Pursuant to California Water Code, Section 20200 et seq., Three Valleys Municipal Water District has limited its compensation each Director shall receive as permitted by State law in an amount not to exceed \$200 per day for each day's attendance at meetings of the Board of Directors and Board authorized agency or committee meetings, and water related meetings, seminars and workshops which the Board of Directors determines are of benefit to the District, or for each day's service rendered as a Director that has a substantial relationship to the District's purpose (Ordinance No. 2-07-15 adopted on February 21, 2007), not exceeding a total of ten (10) days in any calendar month (Ordinance No 2-01-7 adopted on February 7, 2001).¹⁵

- 2.7.1. For purposes of determining eligibility for compensation, the term "meeting" as used herein is defined as a meeting reasonably necessary to further the interests of

the District and its projects that afford an opportunity for Directors to discuss many issues informally with other agencies and leaders in the community and achieving a goal of maintaining consistent, effective and open channels of communication with other entities, including the following:

- a. Any occurrence that is listed in Government Code Section 53232.1(a):
 - 1) A regular, special, or emergency meeting of the Board;
 - 2) A meeting of a standing, ad hoc, or advisory committee of the Board;
 - 3) A conference, seminar, or organized educational activity involving matters related to functions and operations of the District.
 - b. Other occurrences:
 - 1) Any meeting of an agency where the District has appointed a specific representative.
 - 2) Conference calls to discuss matters related to the functions and operations of the District.
 - 3) Any other meetings determined by the Board to be reasonably necessary in furthering the interests of the District.
- 2.7.2. Compensation for a day of service will be permitted on the day before and/or the day after a meeting or conference if circumstances required the Director to travel on the day before and/or after the travel distance to the event location is equal to or greater than 50 miles from the home of the Board member.
- 2.7.3. Meetings must be relevant to the District and constituents the Director is elected to serve.
- a. Fundraising and other campaign type events for state-level and federal-level campaigns for elected officials are not compensable.
- 2.7.4. To receive compensation for attendance or participation at approved meetings, a Board member shall:
- a. Submit their expense reports for the preceding calendar month to the District's General Manager or designee by the fourth calendar day following the end of the month.
 - b. Only list the meetings which the director is requesting compensation. Directors may list compensated and non-compensated meetings, but will only receive compensation on meetings as listed above in Section 2.7.
 - c. Provide a brief written report justifying how the meeting was reasonably necessary to further the interests of the District. Include descriptive information such as other TVMWD directors in attendance, name of person(s) the meeting was with and agency or organization affiliation.
 - d. Directors are expected to be on time for each meeting and participate for the entire duration of each meeting, unless an emergency or unexpected situation requires the Director to arrive late or leave the meeting early.

~~d.e.~~ Request compensation for each meeting at \$200.

The Board will consider approval of compensation at the monthly Board meeting the following month.

- 2.7.5. If a Director is unable to attend a meeting for which they have been appointed to represent the District, they are to notify staff in a timely manner to contact the designated alternate to attend. The WQA, Chino Basin Watermaster and Six Basins' alternate representatives are expected to attend meetings of those agencies regularly.
- 2.7.6. The TVMWD Director serving as an MWD Director, may receive compensation for each day's attendance at meetings of the MWD Board and committees, in the same amount and upon the same terms as is provided with respect to service on the Board of Directors of the District.¹⁶
- 2.7.7. Compensation is not to exceed a total of ten (10) days in any calendar month. Where two (2) or more meetings, including meetings of MWD and the District, occur on the same day, it shall count as one day's service for purposes of compensation. Miscellaneous expense reimbursement requests of the MWD Director should be made to MWD.

2.8. Board of Directors – Reimbursement

The District shall reimburse Board members for costs incurred related to attendance or participation at meetings as defined in section 2.7.4, as provided herein.

- 2.8.1. Eligible Expenses: Expenses eligible for reimbursement shall be limited to:
- a. Registration costs, or other charges for participation at the meeting;
 - b. Transportation to and from the meeting, including airfare, car rental, or mileage for use of a Board member's own automobile, and other miscellaneous transportation costs (shuttle, taxi, train, Uber, Lyft, parking, etc.);
 - c. Lodging at the single-room rate; and
 - d. Reasonable costs of meals (see section 2.8.3 d).
- 2.8.2. Budget Limits: The maximum amount of District-paid expenses that each Board member may annually incur without separate prior Board approval is \$7,500 each fiscal year (Resolution No. 18-04-823, adopted April 18, 2018).
- 2.8.3. Reimbursement Rate:
- a. Registration and Meeting Charges

The District reimbursement rate for registration or other charges for participation at a meeting shall be the actual amount incurred, not to exceed the maximum rate published by the conference or activity sponsor or timely registration after applying all applicable deductions for any available discounts. Registration and meeting charges incurred by the District shall be reflected on a monthly status report issued to each Board member. In the event that a Board member must withdraw from a

conference or activity after registration and payment has been made, and a refund or credit may not be obtained from the organizing group or agency, the expense will be charged against the Board members annual budget limit of \$7,500. However, if a credit may be obtained and applied by the District for a future conference or activity of the same type or by the same organization, the expense account of the Board member will not be debited until such time that the credit is applied or expires, if applicable.

Directors are encouraged to work with assigned staff to coordinate registration at all meetings to ensure consistency, as well as to ensure that all applicable discounts are applied. It is important to register within the prescribed deadlines as a courtesy to those outside entities planning the events. Requests to attend an event after a prescribed deadline passes will be the sole responsibility of the director, including any related costs, which may be submitted for reimbursement with proper documentation on the monthly expense report. Directors may not direct outside entities to bill the District for events they have attended without working through the District first.

Directors are encouraged to utilize payment administered by the Executive Assistant when registering for conferences and events. If a Director pre-registers and pays for the conference or event on their own, reimbursement for that expense will not be considered until the reimbursement form is submitted the month following the conference or event.

b. Transportation

- 1) Members of the Board must use government and group rates offered by a provider of transportation services for travel when available. If such rates are not available, the reimbursement rate for Board member transportation shall be the actual amount incurred, not to exceed the cost of round-trip coach air fare.
- 2) Reasonable private vehicle expenses are reimbursable up to the cost of coach airfare and the attendant cost of ground transportation. Vehicle versus airfare costs are expected to be documented to verify reimbursement is the most economical. A Board member may not appropriate a District vehicle solely for his or her own individual use as a means of transportation to conferences or seminars. Mileage reimbursement shall be given when personal vehicles are used for District business. The District reimbursement rate for mileage by use of a Board member's own vehicle shall be calculated on the basis of total miles driven for District purposes at the rate specified in the Internal Revenue Code in effect at the time of the vehicle usage. Mileage will only be reimbursed for meetings approved for compensation as outlined in Section 2.7.
- 3) The District reimbursement rate for vehicle parking by a Board member shall be the actual amount incurred.
- 4) If an alternative private aircraft is used in lieu of commercial air travel, written documentation of actual cost incurred by the director must be provided along

with comparison of the lowest commercial air charges. If additional supplemental ground transportation such as taxi or shuttle would normally be required to reach the destination, these charges may be included at the lowest rate for comparison purposes. All efforts should be exercised to obtain comparison rates at least 21 days prior to scheduled travel date to obtain the lowest rates. The latest comparison date permitted will coincide with the latest published RSVP date for any scheduled event and/or conference. Note: if there is no direct cost to the Director for the alternate private aircraft, the expense is not subject to reimbursement, and, may be subject to gift limitations and filing on the annual Form 700-Statement of Economic Interest form.

c. Lodging

Members of the Board must use government and group rates offered by a provider of lodging services when available. If the lodging is in connection with an accepted conference or organized educational activity, lodging costs must not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of the Board at the time of booking. If a government or group rate is not available, the District reimbursement rate for Board member lodging shall be the actual amount incurred, not to exceed the rate for comparable lodging. No reimbursement requests will be approved for lodging expenses incurred within the District's service area. However, lodging costs will be paid by the District under the following circumstances:

- 1) The Board member is attending a conference or other qualifying function held more than 50 miles from their home; OR
 - a. Lodging for the night before will be reimbursed if the Board member would have needed to leave their home before 6am;
 - b. Lodging for the night of will be reimbursed if the Board member would have arrived home that night after 7pm.

Lodging requests not covered by this section will not be reimbursed, except upon authorization of the Board given at a public meeting. Actual and reasonable lodging expenses will be reimbursed only for authorized personnel and as such will not be reimbursed for guests or family members of the authorized personnel. Where reasonably possible, lodging will be obtained in proximity to the conference or function site. In most cases, lodging should be arranged and paid for through the District. With adequate notice, staff is able to arrange for prepayment of authorized charges via the District credit card. Staff will be unable to acquire any lodging for events that are requested after the prescribed RSVP deadline has passed.

- 2) At some conference venues, a Director may have access to alternate lodging due to the availability of time shares, a secondary residence, etc. Reimbursement for any alternate lodging is limited to the cost of scheduled actual conference lodging costs or the lesser of the two venues. Documentation

in the form of a receipt paid for alternate lodging must be provided to receive reimbursement.

d. Meals

The District reimbursement rate for Board member meals shall be the actual amount incurred, not to exceed \$100.00 per day's service. The District does not pay for or reimburse for alcoholic beverages. When the District pays for meals, which are included in a conference/seminar registration packet, outside meals will not be reimbursed.

1) Gift Acceptance

On occasion at different events and/or conferences, a Director may be extended an invitation to a meal function. These meal functions, when not part of the paid conference or event, may be subject to gift disclosure requirements on an individual Form 700 Statement of Economic Interest form if the amount of the dinner exceeds \$50. The meal host (district vendor, consultant) should be asked to provide written documentation that includes an itemization of items consumed. In the case of hosted alcoholic beverages shared by many (e.g. bottle of wine), the cost of the beverage may be prorated by the total number of guests at the meal function. Alternately, TVMWD will accept this invitation under the guidance of FPPC Form 801 – Payment to agency and complete the required documentation in accordance with the supplemental TVMWD Gift Acceptance policy. If TVMWD completes and files a Form 801, individuals are not required to include the information on their annual Form 700.

2) Distribution of Tickets and Passes

In compliance with the Fair Political Practices Commission Regulation Section 18944.1, when complimentary tickets or passes are conveyed to a Director to attend an event that normally would have been paid for, TVMWD will complete and file FPPC Form 802 – Ceremonial Role Events and Ticket / Pass Distribution. If TVMWD completes and files a Form 802, individuals are not required to include the information on their annual Form 700, in accordance with the supplemental TVMWD Distribution of Tickets and Passes policy.

e. Other

District reimbursement of all other actual and necessary expenses incurred by a Board member shall be computed using the applicable Internal Revenue Service rates for reimbursement as established in Publication 463, or any successor publication. All expenses that do not fall within this reimbursement policy or the Internal Revenue Service reimbursable rates, as provided above, shall be approved by the Board in a public meeting before the expense is incurred. If the Board member chooses to incur additional costs that are above the rates established herein, and those costs have not been approved by the Board in a public meeting before the expense is incurred, then the Board member may do so at his or her own expense.

- 2.8.4. Ineligible Expenses: The District will not advance cash to a director. Directors will not be issued District credit cards or car allowances. Board members shall not be eligible for District reimbursement of any expenses incurred by any person traveling or attending a meeting as a guest of the Board member. Any expenses related to meetings not approved by the Board will be deducted from the Director's compensation and reimbursement payment. Gratuity exceeding 15% of the subtotal will be ineligible for reimbursement.
- 2.8.5. Expense Forms: The District shall provide expense report forms to be filed by the members of the Board for reimbursement of actual and necessary expenses incurred on behalf of the District in the performance of official duties. The expense reports shall document that expenses meet the policy reflected in this document for the expenditure of public resources. Board members shall submit their expense reports to the District's General Manager or designee for the preceding calendar month by the fourth calendar day following the end of the month. All reports shall be accompanied by the original, itemized receipts for ancillary expenses such as meals, parking, etc. Costs that normally would not have a receipt (i.e. tips) should be documented on the expense report. Otherwise, missing receipts will not be reimbursed. Approval of Director expenses for the preceding month will be included on the agenda of the Board meeting held on the third Wednesday of each month. All documents related to reimbursable District expenditures are public records subject to disclosure under the California Public Records Act.

2.9. Board of Directors - Ethics Training

2.9.1. Requirement:

a. Elected Officials

AB1234 was chaptered in 2005, effective January 1, 2006, and requires all elected officials shall receive ethics training within one year of taking office and every two years thereafter. TVMWD holds biennial training during the first quarter of odd years to meet this requirement for its elected officials.

b. Staff

TVMWD requires that all regular employees complete ethics training within one year of hire and every two years thereafter. TVMWD holds biennial training during the first quarter of odd years to meet this requirement for its employees. TVMWD may assign Target Solutions ethics training to any employee that is hired during the off-training cycle to insure compliance with this law.

2.9.2. Application:

Local Agency Official: As used in Section 2.9.1, the term "local agency official" means all of the following:

- a. All Board members; and

- b. All executive staff of the District.

Ethics Laws: As used in Section 2.9.1, the phrase “ethics laws” includes, but is not limited to, the following:

- a. Laws relating to personal financial gain by public servants, including, but not limited to, laws prohibiting bribery and conflict-of-interest laws;
- b. Laws relating to claiming perquisites of office, including, but not limited to, gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies;
- c. Government transparency laws, including, but not limited to, financial interest disclosure requirements and open government laws; and
- d. Laws relating to fair processes, including, but not limited to, common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members.

2.9.3. District Responsibilities

Records: The District shall maintain records indicating (a) the dates that local agency officials satisfied the requirements of Section 2.9 and (b) the entity that provided the training. The District shall maintain these records for at least five years after local agency officials receive the training. These records are public records subject to disclosure under the California Public Records Act.

Notice: The District is required to provide information on training available to meet the requirements of Section 2.9 to its local agency officials at least once annually.

2.10. Board of Directors – Workplace Harassment Training

2.10.1. Requirement

a. Elected Officials

Effective January 1, 2017, new legislation (AB1661) clarifies an elected officials’ responsibility to complete this training. Within six months of taking office an elected official must complete this training. Thereafter, each Board member must participate in such training at least once every two years.

b. Supervisory Staff

All district staff must participate in the District’s program of providing at least two hours of classroom or other effective interactive training and education regarding workplace harassment no later than six months from their first day of service with the District. Thereafter, each district staff member must participate in such training at least once every two years.

c. Biennial Training

During the first quarter of odd years, following the General Election, TVMWD will provide training to elected officials and district staff. TVMWD will utilize Target Solutions for interim training for district staff.

2.10.2. District Responsibilities

The training and education required by Section 2.10 shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against and the prevention and correction of workplace harassment and the remedies available to victims of workplace harassment in employment. The training and education shall also include practical examples aimed at instructing District supervisors in the prevention of harassment, discrimination, and retaliation, and shall be presented by trainers and educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.

2.11. Board of Directors – Governance/Management Connection

With the exception of the Board's relationship with General Counsel, the Board's sole official connection to the operational organization, its achievements and conduct will be through a chief executive officer, titled General Manager. The Water Code states that the General Manager has "full charge and control" of the District's system, subject to Board approval (Section 71362). The District's definition of "full charge and control" includes technical aspects such as construction, operations, repair and maintenance, and engineering; as well as day-to-day administrative functions such as accounting, billing, and financial services; and management functions over employees, suppliers and consultants. The definition also includes the General Manager's ability to accomplish these functions, and their accountability for them.

The primary, binding authority with respect to the General Manager's role and responsibilities is stated in California Water Code Sections 71362 and 71363. Consistent with that foundational policy, several important policy concepts are highlighted in this and subsequent sections.

Only officially passed ordinances, resolutions, and motions of the Board are binding on the General Manager except in rare instances when the Board has specifically authorized such exercise of authority. In initiating communication with District staff, Directors should generally contact the General Manager. In the absence of the General Manager, Directors may contact the appropriate management staff member to obtain the requested assistance. Any Board member requests that require substantial work must come to the Board for direction.

The General Manager is the Board's only link to operational achievement and conduct, so that all authority and accountability of staff, as far as the Board is concerned, is considered the authority and accountability of the General Manager. The Board, as a whole, will not give direction to a person who reports directly or indirectly to the General Manager. The Board as a whole will not evaluate, either formally or informally, any staff other than the General Manager. The Board will evaluate the General Manager performance qualitatively, using as guidelines the General Manager's stated annual objectives. Adjustments in the General Manager's remuneration or contract will be consistent with the Board's evaluation of performance and achievement of stated objectives.

3. GENERAL MANAGER AND STAFF

3.1. General Policy

The General Manager will ensure that conditions for the employees are maintained and conducted in a fair, dignified and organized manner. Also, the General Manager may not:

- 3.1.1. Operate without written personnel rules which: (a) clarify rules for staff, (b) provide for effective handling of grievances, and (c) protect against wrongful conditions, such as grossly preferential treatment for personal reasons.
- 3.1.2. Retaliate against any staff member for non-disruptive expression of dissent.
- 3.1.3. Fail to acquaint staff with the rules and his/her interpretation of their protections and responsibilities under this policy.

3.2. General Manager Authority - Limits Set by Board

Within guidelines set by state law, District policy establishing the responsibilities and authority of the General Manager and the responsibilities reserved for the Board of Directors is set forth by Resolution 17-10-811, which is incorporated herein by reference.

3.3. Safety

The District will maintain a safety program to ensure the protection of the public, contractors and staff from injury and illnesses. The program shall comply with applicable federal and state laws.

3.4. Loyalty Oath

In accordance with the Government Code 3100 et seq. all public employees are classified as “disaster service workers” and are required to take a public employee oath upon hire. Failure to subscribe to the oath will null and void the offer of employment by the District. The Code states that all disaster service workers shall, before they enter upon the duties of their employment, take and subscribe to the oath.¹⁷

4. WATER PLANNING AND SUPPLY

4.1. General Policy

In the pursuit of its mission, the TVMWD Board of Directors has articulated some objectives related to water planning and supply. These objectives form the general water planning and supply policy of the District:

- 4.1.1. Assure an adequate, safe and reliable supply of imported and local water that meets the needs of our customer agencies.
- 4.1.2. Provide leadership in addressing and resolving water supply, water quality and infrastructure issues affecting water agencies in the District's service area and region. Serve as collaborator, facilitator, and integrator of the interests of water agencies and other stakeholders within the District's service area and region.
- 4.1.3. Prepare and implement long range plans that meet District and member needs, while distributing the benefits and costs equitably.

4.2. Water Management Plan

In accordance with State law, the District prepares an Urban Water Management Plan as a comprehensive assessment and description of the District's ultimate needs for water and plan for the provision of related facilities and water management actions. The content and development process of the Plan shall be consistent with, but may surpass, the elements prescribed by the Urban Water Management Planning Act.¹⁸

4.3. Water Quality

Drinking water provided by the District shall be of the highest quality possible at a reasonable cost, but shall at no time violate any adopted federal or state primary or secondary drinking water standard.

Drinking water quality may sometimes be protected effectively at the source, or in the watershed from which it is withdrawn for human use. Therefore, it is the policy of Three Valleys Municipal Water District to promote the protection and, when appropriate, the enhancement or restoration of watershed and groundwater resources of the region.

4.4. Water Use Efficiency, Public Outreach & Water Conservation

The District actively promotes the achievement of a high level of efficiency by all types of retail water users, by supporting water conservation planning and project implementation at the regional and local levels. Also, the District will endeavor to maintain an active and comprehensive approach in its outreach efforts by participating in a wide variety of activities throughout the service area.

4.5. Regional Approach to Water Management

~~The District will follow a jointly prepared, commonly understood and supported, Regional Plan for achieving a high degree of water supply and water quality reliability.~~

~~The Regional Plan will be developed collaboratively by Three Valleys and its member agencies, utilizing the combined resources, facilities, and assets of local water agencies, as well as of some regional agencies. The Plan will provide operational and cost benefits to all the agencies and be funded equitably among them.~~

~~Developing and implementing the Regional Water Supply Reliability Plan will permit our service area to successfully meet its water needs in the face of a future prolonged drought and/or a cutback of 20% in imported supplies by Metropolitan Water District, consistent with adopted state legislation.~~

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5. CAPITAL IMPROVEMENTS

5.1. Service Connections

It is the District's policy to facilitate the construction of new imported water connections as needed. The approval, design, and construction of new service connections to Metropolitan Water District (MWD) facilities shall comply with applicable sections of MWD's Administrative Code. The District shall be responsible for all approvals, design, and construction of new service connections to District-owned facilities. Although the District may consider appropriate funding arrangements, such as funds from state or federal grants or loans, in collaboration with the benefiting agency(ies), the cost of design and construction is the responsibility of the local agencies in proportion to their benefit.

5.2. System Maintenance and Repairs

District policy is to plan, budget money for, and implement a thorough program of maintenance and repair for all District facilities, to achieve the goal of keeping all equipment, machinery, and processes in good working order.

5.3. Other Capital Improvements

The District may undertake the design and construction of capital improvements that provide regional water resource or water quality benefit. The costs of such projects may be shared with those directly benefiting from the project or may be wholly included in the District's budget. Funding may be rate-based, from grants or other outside sources.

6. FINANCIAL INTEGRITY

6.1. General Policy

Consistent with District policies established herein, the General Manager as the Chief Executive Officer of the District shall ensure that Three Valleys Municipal Water District meets all laws, regulations, and sound financial management practices.

6.2. Annual Budget

The General Manager shall annually prepare and follow a budget in which anticipated expenses do not exceed anticipated revenues. Budget preparation will include ample consultation with member agencies, before its approval by the Board of Directors.

6.3. Rates, Charges, Assessments and Penalties

The Board of Directors shall set rates, charges, assessments and penalties in accordance with its mission, state law, and prudent fiscal management practices. Invoices for water deliveries shall be done on a monthly basis. Invoices shall be mailed no later than the twelfth (12th) working day of the month following the month in which water was delivered. The invoice shall indicate the mailing date (invoice date), the month for which the charges were incurred, the total amount of water delivered for each class of service, and the total amount of charges and water delivered. Payment of the amount shown on such invoices shall be due in the month following mailing and shall be delinquent if not received by the Chief Finance Officer (CFO) of the District before the close of crediting activity five (5) [business](#) days prior to the last business day of the month following such date of mailing. The term “business day” shall mean any day other than a Saturday, Sunday, or holiday. The term “received by the CFO” shall mean receipt either (1) at the District headquarters or (2) by crediting to the District’s general demand account at the office of the District’s bank in such form that the funds are immediately available for investment or other use or disposal by the District. The term “close of crediting activity” shall mean either (1) 2:00 p.m. if payment is delivered to the Office of the CFO of District headquarters, or (2) the cutoff time for crediting by the District’s bank of the day’s transactions if payment is initiated by wire transfer, inter-branch transfer, direct deposit, or by other means pursuant to advance agreement with the CFO. In the event that a mistake is discovered in a District water sales record, the General Manager shall initiate appropriate corrective action, except that no mistake made more than five (5) years prior to its discovery shall be corrected. If an incorrect invoice has been issued to a member agency, the General Manager shall notify the affected agency of any adjustment and the manner of making any required credit or charge, neither of which shall bear interest. All invoices are due and payable as described and any dispute concerning the amount due should be filed with the District immediately. In the event any member agency shall be delinquent in the payment for water delivered by the District, or through an MWD connection, and/or other charges levied, an additional charge equal to two (2) percent of such delinquent payment for each month or portion thereof (days delinquent divided by 30) that such payment remains delinquent shall be assessed, and the member agency shall pay such charge to the District in addition to the amount of such delinquent payment. Notwithstanding the above, if the total period of delinquency does not exceed five (5) business days, the additional charge shall be equal to

one (1) percent of such delinquent payment. Invoices for delinquencies including additional charges shall be mailed not later than the tenth day of each month. In the event that any member agency shall be delinquent for more than thirty (30) days in the payment for water, such delinquency shall be reported by the General Manager to the Board of Directors at its next meeting. The Board of Directors, in its discretion and upon such other conditions as it may prescribe after giving the member agency a reasonable opportunity to be heard, may order the termination of service to such member agency until all delinquent payments, including additional charges, is made to the District, or the Board of Directors may authorize such other actions as may be legally available to effect collection.

6.4. Reserves

The District will maintain sufficient revenue to meet its operating expenses, debt service and depreciation expenses and hold cash and/or other investments in reserve. Reserves will be segregated into various funds for specified purposes according to the District’s Investment Policy and in compliance with state and federal laws. They will include committed reserves for specific, ongoing capital projects, non-spendable reserves invested in capital assets, restricted reserves for debt service, and assigned reserve funds made up of the following Board designated categories:

Board Elections	Opportunity	Employee Benefits
Debt Service	Emergency	Capital <u>Investment</u> <u>Program</u> <u>Asset R/R</u>
Water Rate Stabilization	Unfunded Liability Pension <u>Board Election</u>	Water Management <u>Opportunity</u>
<u>Employee Benefit</u>		

6.5. Investment of Funds

Funds accumulated temporarily by the District to finance planned improvements, along with operating reserve funds, are invested in instruments and accounts as allowed by the California Government Code and in conformance with adopted District investment policy.¹⁹ Management of non-cash investments shall be administered by a competitive investment manager. Custody of the investments shall be administered by a competitive investment manager.

The General Manager shall render an annual statement of investment policy to the Board of Directors. The General Manager shall also render a quarterly report to the Board of Directors showing the type of investment, date of maturity, amount of deposit, and current market value for all securities with a maturity of more than twelve (12) months, and the rate of interest.

6.6. Risk Management

The District will identify, analyze and implement reasonable techniques to protect against the adverse financial effects of accidental losses, including the purchasing of insurance, contractual transfer, exposure avoidance and retention of unfunded reserves.

6.7. Audit

The District will contract with a reputable public accounting firm to conduct an annual audit of its financial activities using a Certified Public Accountant familiar with the operations of a municipal water district in California. The audit will be made available for review by member agencies and the public and will comply with the Generally Accepted Accounting Principles (GAAP) in addition to state and federal law.

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7. PUBLIC INVOLVEMENT

7.1. General Policy

It is the policy and desire of the Board of Directors that the public is kept adequately informed as to District activities, thus promoting public confidence in the District.

7.2. Public Information and Education

The District endeavors to inform and educate its various “stakeholders” on general, historical, and current issues through multiple means, including: open, public meetings; the media; and, various educational forums including, but not limited to, District-sponsored tours, tri-annual leadership breakfasts, and conservation education classes.

7.3. District Spokesperson

The General Manager is the principal spokesperson for the District, and the President of the Board also takes an active part in communicating District policies. Some of this responsibility may be delegated to others, as appropriate.

7.4. Requests for Public Records

- 7.4.1. All District records and documents not deemed to be exempt under the California Public Records Act (“the Act”), California Government Code Section 6250 et seq., shall be open to the public for inspection and copying pursuant to the requirements of the Act and the procedures established herein.
- 7.4.2. Any person who wishes to inspect or copy any document or record of the District shall submit or unequivocally convey such a request to the District which reasonably and particularly describes an existing and identifiable record. The person seeking the record may, but need not, state his or her reason for making the request and/or the use to which the information will be put.
- 7.4.3. When a member of the public requests to inspect a public record or obtain a copy of a public record, the District, in order to assist the member of the public make a focused and effective request that reasonably describes an identifiable record or records, shall perform all of the following, to the extent reasonable under the circumstances:
 - a. Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated;
 - b. Describe the information technology and physical location in which the records exist; and
 - c. If the requested record exists on the TVMWD website, the requester may be directed to the website to obtain the item; however, requests to inspect or request a copy of the record shall be accommodated.
 - d. Provide suggestions for overcoming any practical basis for denying access to the records or information sought.

- 7.4.4. If the District receives a request for approved minutes, publicly-posted agendas, adopted budgets, and/or other simple, routine, and otherwise readily-available documents in the District's immediate possession, said records shall be released to the party so requesting for inspection as soon as possible. If copies thereof are requested, said records shall be released to the party requesting as soon as possible after payment of the fee adopted by the District pursuant to Section 7.4.8 hereof.
- 7.4.5. All requests for records that are outside the scope of Section 7.4.4 hereof shall be reduced to written form. The District shall furnish the requesting party with a standard form for his or her convenience in describing the records sought, but the use of that form shall not be the exclusive means by which a member of the public may identify said documents in writing. If the requesting party refuses or is unable to submit a request in writing, the District shall prepare a written memorandum articulating the request as it is understood.
- 7.4.6. Within ten (10) calendar days after receipt of a request to inspect or copy any document or record of the District identified in the writing prepared pursuant to Section 7.4.5 hereof, the District shall determine whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the District, and shall immediately notify the person making the request of such determination and the reasons therefore.
- 7.4.7. Under unusual circumstances as defined in the Act, the time limit prescribed in Section 7.4.6 hereof may be extended by written notice by the General Manager of the District, or his or her designee, to the person making the request setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. No such notice shall specify a date that would result in an extension for more than fourteen (14) calendar days.
- 7.4.8. If the District determines that the records requested shall be made available for public inspection or copying, the District shall promptly make the records available to the requesting party. If copies are requested, the District shall promptly provide copies of the records to the requesting party upon payment of a duly-adopted fee to cover the District's direct cost of duplication, which shall be calculated in the following manner:
- a. If the copies are made by the District's staff, the total fees pursuant to the adopted fee schedule by Resolution No. 17-06-802 will be shared with the requestor. Such fees will only apply to the direct cost of duplication and shall not include the ancillary tasks necessarily associated with the retrieval, inspection, and handling of the file from which the record is extracted for reproduction.
 - b. If the records for which copies are requested are being held by consultants of the District, including the District's legal counsel, the direct cost of duplication shall be no different than the fee established pursuant to Section 7.4.8(a) above.

- c. If the size, quantity, or unique nature of the records for which copies are requested is such that the District determines in the reasonable exercise of its discretion that the reproduction thereof should not be conducted by District staff or consultants, then the District shall attempt to coordinate a mutually-acceptable alternative arrangement with the requesting party. No such arrangement shall permit a copying protocol that would expose any District records to being permanently removed, damaged, defaced, or destroyed. If the District is unable to reach such an agreement with the requesting party, then the District shall send said records to a printer or commercial copying service for reproduction and the direct cost of duplication shall be the same amount that is charged by the printer or commercial copying service for the services so performed.
- 7.4.9. If the District determines that the records requested shall not be made available for public inspection or copying, the District shall justify withholding any record by demonstrating that the record in question is exempt under the Act, that the District is unable to identify the information requested in the writing prepared pursuant to Section 7.4.5 thereof after making a reasonable effort to provide the assistance described in Section 7.4.3 hereof and elicit additional clarifying information from the requester that would help identify the record or records, or that, based on the facts of the particular case, the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record. Any notification of denial of any request for records shall set forth the names and titles of each person responsible for the denial.
- 7.4.10. If the District determines that any part of an otherwise public record shall not be made available for public inspection or copying, any reasonably segregable portion of the record shall be provided to the person requesting such record after deletion of the portions which are exempt by law and upon (a) compliance with Section 7.4.8 hereof as to the portions released to the requesting party and (b) satisfaction of Section 7.4.9 hereof as to the portions deleted there from.

APPENDIX A Resolutions and Motions Superseded by Adoption of this Policy**1 PURPOSE AND ORGANIZATION**

- 1.1 Mission** — *Motion Numbers: 9-94-3164, 2-97-3472 and 4-00-3807*
- 1.3 Objectives** ²⁰— *Resolution Number: 7-52-262*
- 1.4 Functions and Powers** — *Motion Numbers: 7-50-8, 9-56-450, 1-68-101, 1-68-104, 8-71-142, 5-74-93, 1-79-576, 1-79-577, 4-79-612, 5-79-621, 8-81-982, 9-81-1012, 4-82-1153, 7-82-1202, 5-86-1844, 2-90-2428, 6-92-2839, 7-92-2871 and 1-95-3194*

2 GOVERNANCE

- 2.1 Board of Directors - Principal Functions** — *Ordinance Number: 2-01-7 (2001); Motion Numbers: 197, 208, 1-70-1072-79-589, 2-79-594, 7-79-647, 7-82-262, 3-85-1645, 4-89-2324, 11-89-2391, 5-92-2530, 8-92-2897 and 12-95-3288. Ordinance Number 17-01-21 (2017) was adopted to clarify process for approval of TVMWD Manuals.*
- 2.2 Election** — *Motion Numbers: 7, 6-84-1534, 7-84-1541 and 7-94-3151*
- 2.3 Board of Directors – Organization** — *Resolution Numbers: 12-88-301, 01-02-408; Motion Numbers: 561, 11-78-555, 1-79-571, 1-79-574, 11-81-1061, 9-86-1912, 12-86-1962, 7-92-2869, 1-93-2951, 1-93-2952, 1-93-2953, 1-93-2954, 1-93-2985, 1-93-2983, 1-93-3954, 4-93-2992, 4-93-2993, 4-93-2994, 6-93-3012, 1-94-3096, 1-95-3196 and 10-95-3265*
- 2.4 Board of Directors - Public Meetings** — *Ordinance Numbers: 3-01-8, 5-01-9, 02-02-11, 6-03-12, 05-04-13 and 12-01-19, 13-04-20 (2013); Resolution Numbers: 8, 48, 450, 1021; Motion Numbers: 1-84-1464, 4-89-1670, 4-91-2624, 4-91-2626, 2-93-2959, 2-93-2962, 7-91-2674, 3-93-2973, 10-93-3068, 1-94-3095, 1-95-3196, 1-95-3197, 4-95-3217, 10-95-3265, 2-98-3571 and 8-98-3625*
- 2.5 Board of Directors - Norms of Conduct and Communication** — *Resolution Numbers: 4-74-170, 1-77-203, 8-81-256, 08-02-424, 06-06-550 and 09-07-639; Motion Numbers: 9-82-1228, 5-83-1361, 5-87-2053, 10-87-2112, 4-89-2334, 3-90-2447, 4-91-2625, 6-91-2653, 7-91-2672, 6-92-2844, 7-93-3040, 12-93-3083, 2-94-3103, 3-94-3109, 12-95-3288, 5-97-3501, 8-97-3526, 6-98-3607 and 9-98-3630*
- 2.7 Board of Directors - Compensation** — *Ordinance Numbers: 3-98-6, 7-90-4, 2-01-07 and 2-07-15 (2007); Resolution Numbers: 5-81-254 and 8-81-256; Motion Numbers: 80, 560, 690, 694, 1-84-1460, 5-85-1673, 9-86-1912, 9-89-2379, 9-89-2380, 8-90-2512, 1-91-2580, 6-92-2845, 6-92-2880, 2-93-2968, 2-93-2969, 7-93-3032, 8-93-3055, 12-93-3083, 7-94-3151, 6-95-3234, 9-95-3250, 5-97-3501, 3-98-3583, 3-98-3596, 2-01-3882 and 09-01-4670*
- 2.8 Board of Directors – Reimbursement** — *Ordinance Number: 2-01-7 (2001)*
- 2.11 Board of Directors – Governance/Management Connection** — *Ordinance Number: 2-01-7 (2001); Resolution Number: 7-82-263*

3 GENERAL MANAGER AND STAFF

- 3.1 General Policy** — *Ordinance Number: 11-04-14; Motion Numbers: 3-69-115, 12-69-164, 12-70-167, 11-72-147, 4-73-161, 5-76-285, 12-76-352, 11-79-697, 11-80-841, 3-81-902, 3-81-909, 9-81-1002, 11-81-1060, 3-82-259, 12-82-266, 6-83-270, 6-84-1525, 2-85-1635, 3-85-1655, 3-85-1656, 6-85-1699, 4-86-1811, 4-86-1812, 4-86-1813, 4-86-1824, 6-87-2060, 8-89-2358, 8-89-2363, 8-89-2364, 6-90-2482, 9-91-2700, 9-91-2704, 4-94-3130, 6-95-3232, 6-95-3233, 1-96-3305, 3-96-3336, 6-97-3512, 10-99-3748, 4-00-3813, 7-00-3836 and 8-00-3841*
- 3.2 General Manager Authority - Limits Set by Board** — *Motion Numbers: 09-01-406, 09-11-645; Resolution Number: 17-10-811*

4 WATER PLANNING AND SUPPLY

- 4.1 General Policy** — *Resolution Number: 10-02-647*
- 4.3 Water Quality** — *Resolution Number: 6-80-243*
- 4.4 Water Use Efficiency, Public Outreach & Water Conservation** — *Resolution Numbers: 3-77-205 and 7-88-2997*

5 CAPITAL IMPROVEMENTS

- 5.1 Service Connections** — *Resolution Numbers: 151, 239; Motion Numbers: 12-57-196*
- 5.2 System Maintenance and Repairs** — *Resolution Numbers: 196, 208, 295, 348; Motion Numbers: 2-70-115 and 6-70-135*

6 FINANCIAL INTEGRITY

- 6.1 General Policy** — *Resolution Number: 1015; Motion Numbers: 8-50-17, 7-52-242, 6-67-1015, 9-90-2538, 1-96-3304 and 3-96-3339*
- 6.3 Rates, Charges, Assessments and Penalties** — *Resolution Numbers: 242, 293, 1034, 6-75-1932, 04-03-439, 05-03-441, 03-04-466, 05-05-519; Motion Numbers: 10-70-155, 11-78-559 and 1-84-1464*
- 6.4 Reserves** — *Resolution Numbers: 1-85-278, 05-03-440, 03-05-505, 03-05-506*
- 6.5 Investment of Funds** — *Resolution Numbers: 10-86-288; Motion Numbers: 4-82-1661, 4-90-2456, 12-90-2570, 8-94-3160, 8-94-3161, 3-96-3337, 8-97-3525, 10-98-3629, 10-98-3630, 8-99-3732, 9-99-3739, 01-05-495 and 09-02-4677*
- 6.6 Risk Management** — *Resolution Number: 05-04-471*
- 6.7 Audit** — *Motion Number: 4-92-2798*

7 PUBLIC INVOLVEMENT

- 7.1 General Policy** — *Resolution Number: 7-82-262*
- 7.2 Public Information and Education** — *Motion Numbers: 3-81-913 and 5-82-1169*
- 7.4 Request for Public Records** — *Resolution Number: 17-06-802*

APPENDIX B **End Notes**

1. The Mission Statement ~~and Vision Statement~~ of TVMWD was updated and unanimously approved by the Board of Directors at its September 19, 2012 meeting by *Motion Number. 12-09-4889*. [The Vision Statement of TVMWD was updated as a part of the FY 20-21 Strategic Plan that was unanimously approved by the Board of Directors at its February 19, 2020 meeting by Motion Number. 20-02-5265.](#) TVMWD Action Plan 2001-2002 adopted on September 19, 2001 and ratified again on February 22, 2003 and set forth the Objectives of the District, incorporated as Section 1.3 of this Policy Manual. The 2015 update of the Policy Manual changed the title of Section 1.3 from Objectives to Core Values.
2. [California Water Code, Section 71000 et seq.](#)
3. [California Water Code, Section 71000 et seq.](#)
4. These powers, whether currently exercised or latent, are generally authorized by the Municipal Water District Act (Ibid.)
5. [Administrative Code, Metropolitan Water District of Southern California](#)
6. [Government Code Section 56000 et seq.](#)
7. [California Water Code Section 71276](#). Effective January 1, 2015 all resolutions and ordinances are adopted by roll call vote of the legislative body.
8. [California Water Code Section 71260 and Water Code Section 71262](#)
9. [California Government Code Section 85300 and Government Code Section 3205\(a\); Water Code Section 71505; Election Code Section 10540 and Election Code Section 13307\(c\) and \(e\)](#)
10. [California Water Code Section 71505; California Election Code Section 10515](#)
11. [California Government Code Section 1780](#)
12. [California Water Code Section 71273 and Water Code Section 71340](#)
13. [California Government Code Section 54950 et seq.](#)
14. [California Government Code Section 81000 et seq.; Title 2, California Code of Regulations, Section 18109 et seq.](#)
15. [California Water Code Section 71255, Government Code Section 53232.2, Government Code Section 53232.3, Water Code Sections 20200, 20201, 20202, 20203, 20204, 20205, 20206 and 20207](#)
16. [California Water Code Section 71256; California Water Code – Appendix Section 109-51](#)
17. [California Government Code Section 3100](#)

¹⁸ California Water Code Section 10610 et seq.

¹⁹ California Government Code Section 53601, Government Code Section 53601.1, Government Code Section 53630, and Government Code Section 53646 et seq.

²⁰ This section was renamed to Core Values during the CY 2015 update.

APPENDIX C **Policy Addendums**

This section includes policies that were adopted outside the normal cycle of policy review and approval and in a different format thereof as follows:

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DISTRIBUTION OF TICKETS AND PASSES – APPROVAL DATE 6/17/2015**SECTION 1: Purpose of policy**

The purpose of this policy is to establish a fair and equitable process for the distribution of complimentary tickets or passes by TVMWD in compliance with the requirements of Section 18944.1 of the Fair Political Practices Commission Regulations. This policy is subject to all applicable Fair Political Practices Commission Regulations and the Political Reform Act, as now exist or may hereafter be added or amended, including, without limitation, definitions. (These regulations can be found at Title 2 of the California Code of Regulations and will be referred to as “FPPC Regulations.”)

SECTION 2: Definitions

Unless otherwise expressly provided herein, words and terms used in this policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code Sections 81000, et seq., as the same may from time to time be amended) and the FPPC Regulations (Title 2, Division 6 of the California Code of Regulations, Sections 18110 et seq., as the same may from time to time be amended).

- A. “TVMWD” shall mean and include the Three Valleys Municipal Water District, and any other affiliated agency created or activated by the Board of Directors of Three Valleys Municipal Water District, and any departments, committees, and commissions thereof.
- B. “TVMWD Official” shall mean every officer, agent and employee of TVMWD who is obligated to file an Annual Statement of Economic Interests (FPPC Form 700) under state law or TVMWD’s current Conflict of Interest Code.
- C. “TVMWD Venue” shall mean and refer to any facility owned, controlled or operated by TVMWD.
- D. “FPPC” shall mean and refer to the California Fair Political Practices Commission.
- E. “Immediate Family” shall mean and refer to the spouse and dependent children of a TVMWD Official. The term “spouse” includes registered domestic partners recognized by state law, and “dependent children” shall mean a child, including an adoptive child or stepchild, of a TVMWD Official who is under 18 years old and who the TVMWD Official is entitled to claim as a dependent on his or her federal tax return.
- F. “Policy” shall mean and refer to this policy regarding the *Distribution of Complimentary Tickets* pursuant to FPPC Regulation 18944.1.

- G. "Ticket" shall mean and refer to a "ticket or pass" as that term is defined in FPPC Regulation 18944.1, as amended from time to time, but which currently defines a "ticket or pass" as admission to a facility, event, show or performance for an entertainment, amusement, recreational, or similar purpose.

SECTION 3: Application of policy

- A. This policy shall be applicable to every officer, agent and employee of TVMWD who is obligated to file an FPPC Form 700 under state law or TVMWD's current Conflict of Interest Code.
- B. This policy governs the distribution of complimentary tickets received by TVMWD that are either:
1. Gratuitously provided to TVMWD by an outside source;
 2. Acquired by TVMWD by purchase;
 3. Acquired by TVMWD as consideration pursuant to the terms of a contract for the use of a TVMWD Venue; or
 4. Acquired and distributed by TVMWD in any other manner.
- C. This policy does not apply to:
1. Any other item of value provided to TVMWD or any TVMWD Official, regardless of whether received gratuitously or for which consideration is provided.
 2. Tickets directly provided to a TVMWD Official by a third party other than TVMWD.

SECTION 4: General provisions

- A. No Right to Tickets: The use of complimentary tickets is a privilege extended by TVMWD and not the right of any person to which the privilege may from time to time be extended.
- B. Limitation on Transfer of Tickets: Tickets distributed to a TVMWD Official pursuant to this policy shall not be transferred to any other person, except to members of such TVMWD Official's immediate family or no more than one guest solely for their attendance at the event. If a TVMWD Official transfers a ticket he or she has received from TVMWD to another person, as opposed to returning the ticket to TVMWD for redistribution, then

the value of the ticket or tickets he or she transfers shall constitute a gift to him or her and shall be reportable as provided by the regulations of the FPPC.

- C. Prohibition Against Sale of or Receiving Reimbursement for Tickets: No person who receives a ticket pursuant to this policy shall sell or receive reimbursement for the value of such ticket.

SECTION 5: Ticket administrator

- A. TVMWD delegates the authority to the general manager or his/her designee to be the ticket administrator for purposes of implementing the provisions of this policy.
- B. The ticket administrator shall have the authority, in his or her sole discretion, to establish procedures for the distribution of tickets in accordance with this policy. Such authority includes the power to distribute such a ticket to the general manager provided that doing so is otherwise consistent with this policy. All requests for tickets that fall within the scope of this policy shall be made in accordance with the procedures established by the ticket administrator.
- C. The ticket administrator shall determine the face value of tickets distributed by TVMWD for purposes of Section 6.A and 6.B of this policy.
- D. The ticket administrator, in his or her sole discretion, may revoke or suspend the ticket privileges of any person who violates any provision of this policy or the procedures established by the ticket administrator for the distribution of tickets.
- E. For the purpose of implementing this policy, and completing and posting the FPPC California Form 802, the ticket administrator shall be the "Agency Head".

SECTION 6: Conditions under which tickets may be distributed

The ticket administrator may distribute complimentary tickets to TVMWD Officials under any one of the following conditions:

- A. TVMWD Official reimburses TVMWD for the face value of the ticket(s).
- B. TVMWD Official treats the ticket(s) as income consistent with applicable federal and state income tax laws and TVMWD reports the ticket as income on FPPC Form 802 pursuant to Section 10 of this Policy.

- C. The ticket is not earmarked by the outside source for a particular TVMWD Official, and the distribution of the ticket to, or at the behest of, TVMWD Official accomplishes or furthers one or more of the following public purposes:
1. Performing a ceremonial role on behalf of TVMWD at an event.
 2. Facilitating the performance of a ceremonial role by a TVMWD Official on behalf of TVMWD at an event, as part of one's job duties.
 3. Promotion of intergovernmental relations and/or cooperation and coordination of resources with other governmental agencies, including, but not limited to, attendance at an event with or by elected or appointed public official from other jurisdictions, their staff members and their guests.
 4. Promotion of TVMWD resources and/or facilities available to residents within TVMWD.
 5. Promotion of TVMWD-run sponsored or supported community events, activities or programs.
 6. To monitor and evaluate the value of TVMWD-run, sponsored or supported community events, activities or programs to TVMWD including but not limited to evaluation of the venue, quality of performances and compliance with TVMWD policies, agreements and other requirements.
 7. Promotion and evaluation of events, activities or programs at TVMWD Venues, including but not limited to evaluation of the venue, quality of performances and compliance with TVMWD policies, agreements and other requirements.
 8. Encouraging or rewarding significant academic or public service achievements by students, residents or businesses within TVMWD.
 9. As an incident to the above public purposes, allowing for the immediate family of TVMWD Official to accompany TVMWD Official to events to accomplish any of the purposes listed in this policy.

SECTION 7: Tickets distributed at the behest of a TVMWD official

- A. Tickets shall be distributed at the behest of a TVMWD Official only for one or more public purposes set forth in Section 6.C. above.
- B. If tickets are distributed at the behest of a TVMWD Official, such TVMWD Official shall not use one of the tickets so distributed to attend the event.

SECTION 8: Other benefits

The distribution of tickets pursuant to this policy shall not constitute a “gift” to TVMWD Official receiving the ticket; however, other benefits, such as food or beverages or other gifts provided to TVMWD Official that are not part of the admission provided by the complimentary ticket, will need to be accounted for as gifts if over the applicable dollar limit.

SECTION 9: Earmarked tickets

If TVMWD receives tickets that are earmarked by the outside source for a particular TVMWD Official, the tickets are gifts to TVMWD Official individually, unless:

- A. TVMWD Official reimburses TVMWD for the tickets;
- B. TVMWD Official treats the tickets as income consistent with applicable federal and state income tax laws, and TVMWD reports the tickets as income on FPPC Form 802 pursuant to Section 10 of this Policy; or
- C. The tickets are returned unused to the outside source within 30 days of receipt.

SECTION 10: Posting and disclosure requirements

- A. This policy and Form 802 reports required by Section 18944.1 of the FPPC Regulations shall be posted on TVMWD’s website.
- B. The distribution of tickets pursuant to this policy shall be documented by the preparation and certification of FPPC Form 802. Within thirty (30) calendar days of the distribution of a ticket, the ticket administrator shall prepare and certify a Form 802 and shall forward it to the FPPC for posting on the FPPC’s website.
- C. Tickets distributed by TVMWD for which TVMWD receives reimbursement from TVMWD Official shall not be subject to the disclosure provisions set forth herein.

GIFT ACCEPTANCE POLICY – APPROVAL DATE 6/17/2015**SECTION 1: Purpose of Policy**

TVMWD is committed to providing and maintaining an ethical work environment for its employees. This policy is intended to set forth the guidelines for ethical conduct to be followed by all employees regarding the acceptance of gifts.

SECTION 2: Scope

This policy applies to all employees. Any violation may result in disciplinary action up to and including termination of employment. If an employee has questions or needs clarification regarding this policy, the employee should check with the general manager. Exceptions to the gift acceptance policy may be made only with the permission of the general manager.

SECTION 3: Statement of Policy

TVMWD's gift policy is a no-gift policy. To avoid a conflict of interest, the appearance of a conflict of interest, or the need for employees to examine the ethics of acceptance, TVMWD and its employees do not accept gifts from (current or potential) vendors, customers, or any other individual or organization. **A "gift" is anything of value (tangible or intangible) provided for which the donor has not received equal or greater consideration.** Gifts include – but are not limited to – meals, lodging, loans, cash, favorable terms or discounts on any product or service, services, equipment, prizes, products, transportation, use of vehicles, vacation or other facilities, stocks or other securities, tickets, gift certificates, gift cards, discount cards, memberships.

Employees are required to demonstrate TVMWD's commitment to treating everyone impartially. Employees are to practice and demonstrate equal treatment, unbiased professionalism, and non-discriminatory actions in relation to all individuals and organizations.

Employees should professionally inform individuals and organizations of this no-gift policy and the reason TVMWD has adopted the policy. If an employee or department receives a gift:

- If feasible, the gift is returned to the donor.
- If not feasible to return the gift, the gift must be raffled off to employees. Proceeds from the raffle will be donated to TVMWD's designated charity, SCWUA-Water for People. If employees are uninterested in the raffled item, the gift will be donated as determined by the general manager.
- Plants or flowers will be displayed in the lobby or the board room where all employees may enjoy their presence.
- Gifts of food will be placed in the kitchen to be shared with all staff.

SECTION 4: Exceptions

Many of the exemptions allowed per FPPC (Fair Political Practices Commission) Regulations are listed below. This list is only a summary, so please check with the general manager for clarification on each of these.

1. Return gift unused within 30 days
2. Deliver gift to a non-profit organization without claiming the gift as a tax deduction
3. Reimburse the donor for the fair market value of the gift
4. Gifts of informational material provided to assist in the performance of duties
5. Gifts from close family relatives
6. Campaign contributions
7. Plaques, awards or certificates
8. Home hospitality is hospitality provided by a donor in his/her home when the donor or member of his/her family is present
9. Gift exchange (other than a lobbyist) so long as not substantially disproportionate in value
10. Devise or inheritance
11. Inexpensive items (pens, bags, novelties, food, beverages, etc.) while attending conferences, seminars, et al. that are offered equally to all members of the public attending the event
12. Food, beverages, and moderately priced (<\$75) meals supplied and attended by current customers, partners, and vendors in the interest of building positive business relationships. This moderately priced entertainment is provided as part of a "working" meeting to benefit and advance positive working relationships and company interests. These activities are expected to be reciprocated by TVMWD in turn of equal value.
13. Exempted are tickets/passes to a facility, event, show or performance for an entertainment, amusement, recreational or similar purpose if the distribution of tickets is pursuant to TVMWD's Policy on Distribution of Complimentary Tickets.

SECTION 5: Limitations

Gifts from a single source may not exceed \$~~460-500 (2015-2016 limit)~~ in a calendar year for elected officials and employees whose designated positions are listed in TVMWD's conflict of interest code.

SECTION 6: Reporting

Regardless of whether a gift meets the definition of an exception, elected officials and employees whose designated positions are listed in TVMWD's conflict of interest code may be required to report such gifts. Please refer to FPPC guidelines for reporting requirements, which can be found at www.fppc.ca.gov.

**POLICY FOR USE OF DISTRICT PROVIDED COMPUTER TABLET DEVICES - APPROVAL
DATE 6/17/2015**

The Three Valleys Municipal Water District shall establish a policy of providing the members of the board of directors and management staff with the equipment and technology needed to allow electronic delivery of agendas, reports and other material pertaining to items of business to be transacted or discussed at board meetings and other meetings attended by board members and management staff (users), and to allow for easier communication via e-mail.

Based upon cost estimates researched by staff, providing agendas and board meeting materials to the users electronically, for viewing on a computer tablet device (hereinafter "tablet"), would result in a cost savings to the district of approximately \$600 per year per recipient, by eliminating the preparation and distribution of individual paper packets of the meeting materials, and would improve the efficiency of providing information to the users.

The district shall provide a tablet to each user with appropriate software and internet access for the purpose of allowing agendas, agenda materials, reports and other materials (board packets), pertaining to business of the district to be transacted or discussed at meetings of the board. When the board packets are transmitted to the users electronically via email, staff shall not provide a "hard copy" printed version to the directors and management staff members.

A district-purchased tablet shall include sufficient capacity and features to meet the business needs of the users. The district shall purchase and install all software necessary for the devices to perform the functions required and shall provide maintenance and upgrades as necessary. The district shall arrange for and pay the cost of internet and e-mail service to the devices, and provide any and all IT services needed in connection with the use of the devices.

The district-provided tablets shall ensure compliance with the Ralph M. Brown Act, the Public Records Act and other laws pertaining to the use of public property. A policy agreement between the district and tablet users follows below.

TERMS AND CONDITIONS

SECTION I. Custody

The user identified below is a licensee with rights to utilize the Three Valleys Municipal Water District ("district") computer tablet device and related accessories (hereinafter defined as "tablet") during the term of this agreement, contingent upon all other terms and conditions stated herein. This agreement establishes the user's right to use the subject tablet and shall in no way be construed to convey to user any ownership right in that tablet. The district provided tablet shall remain the property of the district and shall be used exclusively for district business.

SECTION II. Term

The term of this agreement shall begin upon the date signed and terminates upon the first to occur of:

- a. when the user's term as a director/employee of the district ends; or
- b. if the user decides to return the tablet to the district prior to the expiration or earlier termination of the user's term as a district director/employee; or
- c. if the district elects to terminate its Tablet User Program.

SECTION III. General conditions for use

The tablet resources are provided for use in the pursuit of district-related business and to reduce the paperwork, copying and delivery expenses the district incurs annually.

In order to avoid improper use of the district-provided tablet, the users will comply with the following rules for use:

- a. The tablet is to be used exclusively for district business and not for personal business, entertainment, personal communications, or other non-authorized purposes. Tablet use for personal business will subject the user to be taxed, according to the IRS.
- b. Users will be responsible for downloading the e-mailed board packets to their tablet and for bringing the devices with them to every meeting for which materials have been sent.
- c. Users shall not use the tablet in such a way as to cause the district to be charged for goods or services not previously authorized by the board.
- d. All programming, software and features on the tablet shall be supplied by the district for district purposes. Users shall not install software, download files or make any other alterations to the computer tablet devices for their own purposes or which are not expressly authorized by the district.
- e. Directors shall not use the tablets to communicate with other directors in violation of the Ralph M. Brown Act, including but not limited to communicating with a majority

of the members of the board of directors on any matter which will be addressed by the board at a meeting, or which is within the subject matter jurisdiction of the board of directors which may become an item of business at a future board meeting. In general, directors should not communicate with other directors by e-mail. Communications regarding availability for meetings, requests for information and other matters which must be dealt with outside of meetings should be coordinated through the general manager, to avoid the appearance of a Brown Act violation.

SECTION IV. Privacy

During and after the term of this agreement, the user has no right of privacy as to any information or files maintained in or on the tablet or transmitted by or to, or stored on the tablet.

Any personal materials, software, applications, Apps, pictures, emails, etc., that remain on the tablet after it is returned to the district, and any right to privacy of such items, to the extent it may exist, will be forfeited.

Unless otherwise exempted, all information provided electronically to the users shall constitute public records and shall be provided by the district to any person requesting a copy of such information, in the same electronic format as provided to the users, or at the option of the person requesting the records, in hard copy format, upon payment of the copying costs. Notwithstanding the foregoing, material transmitted with a board packet which pertains to a closed session item on the agenda, or which is otherwise exempt from disclosure under the Public Records Act, shall not become disclosable by virtue of transmission to the users by electronic means, unless and until such time as the material becomes subject to disclosure under the Public Records Act. Users receiving non-disclosable material by electronic means shall not forward or disclose such material to any other person without the authorization of the board of directors.

All communications using the tablets are public records subject to review by district staff, for purposes of determining their status under the district's Records Retention Policy. Communications and information contained on the tablets shall be retained by the district for a period of six months, or until a determination has been made that the item is not a record to be retained under the Records Retention Policy, in which case it may be deleted from the district's electronic files. Users may delete any unnecessary files on the devices provided a copy is available in the district's electronic files.

SECTION V. Maintenance and repair

The user shall keep the tablet and all software in good working order and condition. If repairs are necessary, the tablet and software shall be repaired by the district, or another entity designated and approved by the general manager. All software, applications and Apps

loaded onto the tablet shall be properly licensed and shall not consist of pirated or illegal materials.

The users shall have possession of the tablet for their use for district business and shall be subject to returning the device to the district at any time as requested by the general manager for periodic maintenance, upgrades and service.

SECTION VI. Termination and return of tablet

Upon the termination of this agreement or expiration of the term specified in SECTION II above, the user will, within three business days of such termination or expiration, return the tablet and any accompanying accessories to the district, as originally provided by the district, in its original condition. Ordinary wear and tear expected.

SECTION VII. Theft or loss

The users shall be responsible for the care and safekeeping of the tablets in their possession and shall reimburse the district for the cost of replacing a device that is damaged due to negligence or misuse.

Users are required to create a pin code on their tablet in order to safeguard access and content. The district shall bear the risk of theft or loss of the tablet, as long as the user exercises due care to protect and safeguard the tablet during the term of this agreement. However, the district makes no warranties of any kind and will not be responsible for any damages whatsoever which users may suffer arising from or related to their use of any district electronic information resources, whether such damages be incidental, consequential, or otherwise, or whether such damages include loss of data resulting from delays, non-deliveries, mistaken deliveries, or service interruptions whether caused by either the district's negligence, errors, or omissions.

The district may obtain insurance to cover loss or damage to the computer tablet devices if it is economically advantageous to do so.

SECTION VIII. Enforcement

This policy is intended to be illustrative of the range of acceptable and unacceptable uses of the tablet, including internet and e-mail usage, and is not necessarily exhaustive (*refer to the district's Internet & Email Policy, revised 04/23/13*). Questions about specific uses should be directed to the general manager. Alleged or suspected violations of this policy and violations thereof may result in loss of tablet use. Any user violating these provisions or applicable local, state, or federal laws is subject to immediate loss or restrictions of tablet privileges and additional disciplinary actions, up to and including criminal prosecution for any individual user and/or termination of employment from the district. The district's general manager shall be responsible for the manner in which this policy will be implemented, including the

monitoring of use thereof, and the archiving of information stored and retained in connection therewith.

SECTION IX. Consent

As a condition of this policy, all district tablet users must acknowledge that all district-issued tablets are the property of the district, and therefore, they should not consider any activity to be private, as specified in Section IV above. Users of a district-issued tablet must sign the consent form attached hereto within fifteen (15) days of receiving a copy of this policy. Prior to obtaining a tablet provided by the district, directors/employees must sign and return the consent form provided. By signing the consent form, the user acknowledges that they have received a copy of the policy, read it, and understand the district's policy and the potential penalties for non-compliance.

TABLET POLICY - CONSENT FORM

I acknowledge that a TVMWD-issued tablet is the property of the district, and therefore, I should not consider any activity to be private.

By signing the consent form, I acknowledge that I have received a copy of this policy and agree to read it, and understand the district's policy and the potential penalties for non-compliance.

Signature

Date

EMAIL ACCEPTABLE USE POLICY

Purpose

Email is a critical mechanism for business communications at the District. Use of the District's electronic mail systems and services must be used with respect and in accordance with the policies of the District.

Scope

This policy applies to all email systems used at the District offices and remote locations. This policy applies to all email account holders, District employees, Board Members, and those working on behalf of the District.

Policy

- A. Email access at the District is controlled through individual accounts and passwords. Each user of the District's email system is required to read and sign a copy of this policy prior to receiving an email access account and password. It is the responsibility of the employee to protect the confidentiality of their account and password information in accordance with the Password Policy.
- B. All employees of the District will receive an email account. Email accounts will be granted to those working on behalf of the District on a case-by-case basis. Access will be terminated when the employee or third party terminates their association with the District, unless other arrangements are made.
- C. Email users are responsible for mailbox management, including organization and cleaning.
- D. Email users are expected to remember that email sent from the District's email accounts reflects on the District. Please comply with normal standards of professional courtesy and conduct as emails are subjected to the public records request act.
- E. Email users will not automatically forward incoming emails to accounts outside the control of the District.
- F. The District email systems and services are not to be used for purposes that could be reasonably expected to strain storage or bandwidth (e.g. emailing large attachments instead of pointing to a location on a shared drive).
- G. Email use at the District will comply with all applicable laws, all District policies, and all District contracts. Use in a manner that is not consistent with the mission and values of the District, misrepresents the District, or violates any District policy is prohibited.
- H. The following activities are deemed inappropriate uses of the District email system and services and is strictly prohibited. Inappropriate use includes, but is not limited to:
 1. Use for illegal or unlawful purposes, including copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, and computer tampering (e.g. spreading of computer malware).
 2. Viewing, copying, altering, or deletion of accounts or files belonging to the District or another individual without authorized permission.
 3. Opening email attachments from unknown or unverified sources. Emails are a common source of computer malware and should be treated with caution.
 4. Sharing account passwords with another person or attempting to obtain another person's account password.
 5. Excessive personal use of the District resources.

6. The District prohibits personal use of its email system and services for unsolicited mass mailings, non-District commercial activity, political campaigning, and dissemination of chain letters.

- I. The email system and services used are owned by the District and are therefore its property. This gives the District the right to monitor any and all email traffic passing through its systems. This monitoring may include, but is not limited to, inadvertent reading by IT staff during the normal course of managing the email systems, review by the legal counsel, observation by management in cases of suspected abuse, or to monitor employee efficiency.
- J. Emails that are retained in electronic folders or in hard copy and are not intended for temporary purposes may be public records and should follow the District's retention schedule in terms of how long the records may be kept pursuant to legal requirements.
- K. All incoming, sent, and deleted emails will be automatically deleted in accordance with record retention policy and legislative requirements. Emails that serve a useful business purpose can be preserved by manually moving the email to a subfolder of the mailbox.
- L. Use extreme caution when communicating confidential or sensitive information via email as this is not considered a secure means of communication. Keep in mind that all email messages sent outside of the District become the property of the receiver.
- M. Any allegations of misuse should be promptly reported to the Human Resources Manager. If you receive an offensive email, do not forward, delete, or reply to the message.
- N. Truly sensitive communications should be conducted through paper-based correspondences or in-person meetings. Employees are prohibited from sending personal identifiable information such as credit card information, banking information, driver's license numbers, social security numbers, and other sensitive information through the District's email.
- O. Email users must seek approval from the Chief Operations Officer prior to sending email with sensitive content related to the District's operational technology that include infrastructure maps, process control system (PCS), supervisor control and data acquisition (SCADA) system, video monitoring system, physical security systems, cybersecurity information, and any other system that could possibly reveal vulnerabilities, or otherwise increase the potential for an attack on systems of the District.

Non-Compliance

Violations of this policy may result in disciplinary action up to and including termination.

INTERNET ACCEPTABLE USE POLICY

Purpose

The goal of this policy is to outline appropriate and inappropriate use of District Internet resources, including the use of browsers, file uploads and downloads, and voice communications.

Scope

The Internet Acceptable Use Policy applies to all employees, Board Members, and those working on behalf of the District regardless of employment status.

Internet access at the District is controlled through individual accounts and passwords. The Information Technology Manager is responsible for defining appropriate Internet access levels for the people in their department.

Acceptable Use

- A. Individuals at the District are encouraged to use the Internet to further the goals and objectives of the District. The types of activities that are encouraged include:
 - 1. Communicating with fellow employees, business partners of the District, and the public within the context of an individual's assigned responsibilities.

2. Acquiring or sharing information necessary or related to the performance of an individual's assigned responsibilities.
3. Participating in educational or professional development activities.
4. Only approved IM services by the Information Technology Manager shall be installed and used on the District's network. Free IM services commonly used within the consumer market are not approved or supported by the IT department.

Unacceptable Use

- A. Individual Internet use will not interfere with others' productive use of Internet resources. Users will not violate the network policies of any network accessed through their account. Internet use at the District will comply with all Federal and State laws, all District policies, and all District contracts. This includes, but is not limited to, the following:
 1. Individuals may not view, copy, alter, or destroy data, software, documentation, or data communications belonging to the District or another individual without authorized permission.
 2. The Internet may not be used for illegal or unlawful purposes, including, but not limited to, copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, illegal gambling, soliciting for illegal pyramid schemes, and computer tampering (e.g. spreading computer viruses).
 3. The Internet may not be used in any way that violates District policies, rules, or administrative orders including, but not limited to, Social Media Policy, Email and Instant Messaging Acceptable Use Policy, any applicable code of conduct policies, etc. Use of the Internet in a manner that is not consistent with the mission and values of the District, misrepresents the District, or violates any District policy is prohibited.
 4. Individuals should limit their personal use of the Internet. The District allows limited personal use for communication with family and friends, independent learning, and public service.
 5. The District prohibits use for mass unsolicited mailings, access for non-employees to District resources or network facilities, uploading and downloading of files for personal use, access to pornographic sites, gaming, competitive commercial activity, and the dissemination of chain letters.
 6. Individuals may not establish company computers as participants in any peer-to-peer network, unless approved by the Information Technology Manager.
 7.
 8. In the interest of maintaining network performance, users should not send unreasonably large electronic mail attachments or video files not needed for business purposes.
 9. Employees of the District will treat all other individuals, clients, employees, etc. they interact with in any virtual, online forum or network capacity, in accordance with District values, District policies, and basic business social decorum.

Security

- A. For security purposes, users may not share account or password information with another person. Internet accounts are to be used only by the assigned user of the account for authorized purposes. Attempting to obtain another user's account password is strictly prohibited. A user must contact the help desk to obtain a password reset if they have reason to believe that any unauthorized person has learned their password. Users must take all necessary precautions to prevent unauthorized access to Internet services.

Monitoring and Filtering

- A. The District may monitor any Internet activity occurring on District equipment or accounts. The District currently does employ filtering software to limit access to sites on the Internet. If the District discovers activities that do not comply with applicable law or District policy, records retrieved may be used to document the wrongful content in accordance with due process.

Non-Compliance

Violations of this policy may result in disciplinary action up to and including termination.

PASSWORD POLICY

Purpose

Passwords are the primary form of user authentication used to grant access to District information systems. To ensure that passwords provide as much security as possible, they must be carefully created and used. Without strict usage guidelines, the potential exists that passwords will be created that are easy to break, thus allowing easier illicit access to the District's information systems, and thereby compromising the security of those systems.

It is the intent of the District to protect all its resources. These resources include computer hardware, software, data, and all computer related items. This document will set forth the policy of maintaining logical security, protecting the software and utilization of systems by persons with legitimate access rights.

Scope

The Password Policy applies to all information systems, information components, and to all user account holders, District employees, and those working on behalf of the District.

Policy

- A. Passwords will have a maximum lifespan determined by the Information Technology Manager.
- B. Passwords may not be reused. Reuse includes the use of the exact same password or the use of the same root password with appended or pre-pended sequential characters.
- C. Passwords are to be used and stored in a secure manner. As such, passwords are not to be written down or stored electronically in plain text. Passwords are to be obscured during entry into information system login screens and are to be transmitted in an encrypted format.
- D. Passwords are to be individually owned and kept confidential and are not to be shared under any circumstances.
- E. Vendor supplied default passwords must be changed prior to installing a system on the network.
- F. Information Technology professionals or system account credentials for non-console administrative access must be encrypted using technologies such as SSH, VPN, or SSL/TLS. Encryption technologies must include the following:
 - 1. Must use strong cryptography, and the encryption method must be invoked before the administrator's password is requested.
 - 2. System services and parameter files must be configured to prevent the use of telnet and other insecure remote login commands.
 - 3. Must include administrator access to web-based management interfaces.

4. Use vendor documentation and knowledge of personnel to verify that strong cryptography is in use for all non-console access and that for the technology in use it is implemented according to industry best practices and vendor recommendations.

SOCIAL MEDIA POLICY

The Internet has become an accessible and powerful means of public communication, including through Social Media. Social Media as used in this policy includes e-mail, chat rooms, websites, blogs, and wikis (whether maintained by the employee or by a third party), and social networking sites including but not limited to Facebook, Twitter, LinkedIn and others. TVMWD respects the right of employees to use these vehicles of self-expression and communication.

TVMWD expect and insist, however, that our employees' use of Social Media be confined to non-work time and to employees' own electronic equipment. We do not permit employees to use Social Media during work time or on Company equipment. We also expect and insist that employees' use of Social Media does not damage TVMWD, its customers or the working environment. Employees should observe the following guidelines to ensure that their public activities on Social Media do not conflict with their responsibilities to TVMWD.

First and foremost, be thoughtful and exercise good judgment in how you present yourself online. If you identify yourself as a TVMWD employee or your affiliation with TVMWD is well known, what you say could have an impact TVMWD, our employees and customers. Be aware that posting inappropriate information or content on Social Media potentially brings disrepute either to TVMWD or to you in your capacity as a TVMWD employee. Because Social Media typically is public space, we request that you be respectful to TVMWD, our employees, supervisors, General Manager, Board of Directors, customers, partners and affiliates.

Our strong preference is that you do not discuss TVMWD or TVMWD-related matters in any Social Media. However, if you choose to do so, note the following:

- Employees whom choose to identify themselves as a TVMWD employee in Social Media, you are expected to also make clear to your readers that the views you express do not necessarily reflect the views of TVMWD, by posting a disclaimer in a prominent place (e.g., "The views expressed are mine alone and do not necessarily reflect the views of the Three Valleys Municipal Water District.")
- Employees may not disparage TVMWD.
- Respect your audience and your coworkers. If you have disagreements or problems with TVMWD your fellow employees, supervisors, General Manager, Board of Directors, customers, partners, or vendors, you are prohibited from engaging in personal attacks.
- If you are unsure whether it is appropriate to post certain information, please check with a member of the Management Team or Human Resources.

When using Social Media, use good judgment. Be aware that there may be consequences to what you post or publish online. These consequences may include discipline up to and including termination of employment if the conduct violates TVWMD rules or policies, or if TVMWD determines that your posting or publication is not legally protected and harms (or has the potential to harm) TVMWD interests and obligations.

DISTRICT-ISSUED CELL PHONES FOR DIRECTORS - POLICY

Purpose

The goal of this policy is to outline appropriate use of District-issued cellular phones for use by Directors.

Scope

The District-Issued Cell Phones For Directors Policy applies to any Director who wishes to have a District issued cell phone for District business.

The Information Technology Manager is responsible for administering the District cell phones.

Policy

1. The District shall provide a cellular phone and District-paid cellular phone service for the use of the any Director that requests a District cell phone. Issuance of District cell phones to Directors is voluntary only. All cellular phones provided at District expense shall remain property of the District and Directors shall carry such phones for use on District business.

2. The General Manager shall select and contract for those cellular services necessary for District purposes, including text and internet service to the extent required for communications likely to be required in carrying out the Director's duties. In addition, the General Manager shall select a calling plan and services which provides the Director's with services reasonably necessary, including, if available at a cost-effective price, unlimited minutes and text messaging within the continental United States.

3. The Directors shall not use District-provided cellular phones or cellular service in any manner which results in additional charge to the District, over and above the cost of the cellular service plan provided by the District, including international calls, or phone, text or internet sites which charge a fee through the cellular phone service provider.

4. The purpose of providing District-paid cellular phones and service to Directors is to meet the needs of the District for communication in connection with District business. The personal use of the cellular service by the Director is prohibited. The Director shall return the cellular phone to the District upon leaving office.

5. The initial purchase cost of the cell phone shall be paid for from that Director's annual travel expense budget. The monthly cellular service fees and charges shall be paid for from that Director's annual travel expense allowance on a monthly basis. Insuring the cell phone for loss or damage shall be mandatory and included in the monthly fees and charges.

6. Directors assigned a TVMWD-owned cell phone are responsible for its safekeeping, maintenance, and proper use, and are required to take appropriate precautions to prevent the loss, theft, damage, and unauthorized access to said communication technology device or cell phone. Loss, theft, or damage of a TVMWD-owned cell phone shall be immediately reported to the General Manager.



Policy Manual 2021

A handwritten signature in blue ink, appearing to read "M. Litchfield".

Matthew H. Litchfield, P.E.
General Manager/Chief Engineer

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1. PURPOSE AND ORGANIZATION

1.1. Mission

The mission of Three Valleys Municipal Water District is to supplement and enhance local water supplies to meet our region's needs in a reliable and cost-effective manner.¹

1.2. Vision Statement

The District meets its regional water supply needs through:

- 1.2.1. Collaboration with its member agencies to understand their short-term and long-term needs
- 1.2.2. Development and implementation of a plan to address these needs in a cost-effective manner based on current water conditions
- 1.2.3. Periodic update of the plan as needs or as major changes in water conditions occur
- 1.2.4. Adaptive management strategies that seek a combination of operational and cost efficiency.¹

1.3. Core Values

The Core Values of Three Valleys Municipal Water District are as follows:

- 1.3.1. Teamwork – The coordination, collaboration, participation and understanding of everyone's role in fulfilling the mission and vision.
- 1.3.2. Communication – The exchanging of information and sharing of ideas .
- 1.3.3. Customer Service – The process of ensuring customer satisfaction.
- 1.3.4. Personal Responsibility – Being accountable for something within one's control.
- 1.3.5. Professional Integrity – The manner in which people behave and act in the workplace.
- 1.3.6. Employee Development – The steps taken to encourage each employee's professional and personal growth.
- 1.3.7. Innovation – The process of inventing or introducing something new.
- 1.3.8. Recognition – Appreciating the value of an achievement.

1.4. Functions and Powers

The District is a Municipal Water District, organized under and subject to the provisions of the Municipal Water District Law of 1911.² The District's primary functions are to acquire, control, distribute, store, purify, and conserve water for the beneficial use of its entire area (Water Code Sections 71610-71612). The District has the power of eminent domain (Water Code Sections 71693-71694); the right to acquire, use, and dispose of easements and other interests in real property (Water Code Sections 71690-71691); the right to use the public right-of-way for operating facilities (Water Code Sections 71695-71698); the power to fix water rates and fees (Water Code Sections 71613-71617); incur bonded indebtedness (Water Code

Sections 71312.5, 72028-72028.4, 72073-72077); levy standby charges (Water Code Sections 71630-71637, 71638-71638.4, 71639; Government Code Sections 54984-54984.9); impose water replenishment assessments (Water Code Sections 71682-71689.9), special taxes (Water Code Sections 72090-72099), and utility taxes (Water Code Sections 72072-72072.12); and the authority to issue bonds for system maintenance and development.³ The District also has the power to sue or be sued (Water Code Sections 71750-71752), and to contract (Water Code Section 71592), and to enter into a variety of legally recognized relationships with other public and/or private entities (Water Code Sections 71720-71723). The District exercises its power to generate electricity for direct use and for sale to other parties and reserves the right to exercise other latent powers in the future.⁴ As a member public agency of the Metropolitan Water District of Southern California, the District is entitled to certain rights and privileges, and may be responsible for carrying out certain duties.⁵

1.5. Member Agencies as Customers

The District wholesales water for the benefit and use of its customers (commonly referred to as “Member Agencies”). Member Agencies include: Golden State Water Company; Rowland Water District; Walnut Valley Water District; Valencia Heights Water Company; Boy Scouts of America; California State Polytechnic University, Pomona; Mount San Antonio College; Suburban Water Systems; Covina Irrigating Company and the cities of Covina, Glendora, La Verne, and Pomona. For the benefit of any or all of these Member Agencies, the District may also sell water to a Watermaster that administers a court judgment, and/or a Joint Powers Authority with any of these Member Agencies as a participating member. Through the Member Agencies, water is provided to the following cities or unincorporated areas: Charter Oak, Claremont, Covina, Covina Hills, Diamond Bar, Glendora, Industry, La Puente, La Verne, Pomona, Rowland Heights, San Dimas, Walnut and West Covina. Any significant initiation or change of service, change in boundaries, sphere of influence, jurisdiction, or organization, must be approved by the Local Agency Formation Commission for Los Angeles County (LAFCO).⁶

2. GOVERNANCE

2.1. Board of Directors - Principal Functions

The major functions of the Board of Three Valleys Municipal Water District are to define District goals and objectives; to act as custodian of District property and resources; to establish District policies; to review all District operations; to direct the development of management plans; to employ the General Manager of the District who shall implement the goals, plans and policies established by the Board of Directors; and to communicate with the District's Member Agencies and the general public (Water Code Sections 71270-71314). Policies that supplement obligations of the District as set forth in the law are established by ordinances, resolutions, or motions passed by the Board of Directors.⁷

2.2. Election

A seven-member Board of Directors governs the District.⁸ Directors are elected to four-year terms at elections in November of even-numbered years. Elections are staggered, with Directors for Divisions I, III, and V elected at one election and the Directors for Division II, IV, VI and VII elected at another election. A candidate for the Board of Directors must be a resident of the District, as well as the Division the candidate wishes to represent.

Candidate Statements of Qualification, which appear on sample ballot pamphlets, are limited to 200 words [California Water Code Section 71505; California Elections Code Sections 10540 and 13307(a) (1)]. The District does not pay any costs associated with the printing, mailing and/or handling of these.⁹

If an incumbent Board member is unchallenged in an election, the District will be notified that the Los Angeles County Board of Supervisors will appoint him or her to a new term.¹⁰

The events causing a vacancy before the expiration of a Director's term are set forth in California Water Code Section 71250.5 and California Government Code Section 1770. Procedures contained in the California Government Code allow a vacancy to be filled by appointment by the remaining Board, or by election, or by appointment by the Los Angeles County Board of Supervisors.¹¹

2.3. Board of Directors – Organization

At its first Board meeting in December of each year, the Board of Directors elects from among its members a President, Vice-President, Secretary, and Treasurer.¹² Roles and responsibilities of these officers are as follows:

President: The President presides over all public meetings as well as workshops. The President is responsible for ensuring proper parliamentary procedures are followed during all public meetings and workshops. The President signs contracts binding on the District as well as all board-approved resolutions, ordinances and minutes. The President signs all District checks.

Vice President: The Vice President carries out the duties and responsibilities of the President when the President is not available to perform those duties.

Secretary: The Secretary is responsible for signing all board-approved resolutions and ordinances.

Treasurer: The Treasurer is responsible for reviewing the District's financial institution statements on a monthly basis and reconcile the statements to the monthly reports prepared by staff.

The Board of Directors' selects or confirms District representatives to the Metropolitan Water District of Southern California (MWD) and the San Gabriel Valley Basin Water Quality Authority (WQA), the latter of which serves a four-year term designated by resolution. The representative/alternate members of these Boards serve at the pleasure of the Three Valleys Board of Directors. Following the election of officers, the Board of Directors shall appoint District representatives to the Main San Gabriel Basin Watermaster, Chino Basin Watermaster and Six Basins Watermaster. Additionally, the current Board Members serve on the TVMWD Financing Corporation. Members of the Board of Directors may also be appointed as the District's representative/alternate to observe at other organizations, which shall be listed and approved by the Board of Directors. All assignments are for the calendar year and begin on January 1. The Board President may defer action on appointing representatives / alternates for up to 60 days. Predecessors will serve in their assigned role as representative or alternate until replaced.

2.4. Board of Directors - Public Meetings

Regular Board meetings are generally held on the first and third Wednesday of each month at 8:00 a.m. at the District Headquarters, 1021 E. Miramar Avenue, Claremont, California.

The District's meetings of the Board of Directors are subject to the requirements of the Ralph M. Brown Act.¹³ To clarify and supplement the Brown Act and to ensure that the Board's deliberations and the District's operations are open to the public to the full extent permitted by law, the Board originally adopted Ordinance No. 3-01-8, superseded by Ordinance No. 13-04-20 and most recently amended it with Ordinance No. 21-02-22 (aka Sunshine Ordinance).

Robert's Rules of Order provide guidance for the conduct of the Board's business except where otherwise provided by resolution, law, order, or motion of the District. The Board President will rule on all matters of procedure, with the advice of legal counsel.

Except as set forth in California Government Code Section 54954.2, the Board of Directors will only consider items placed on the public agenda for each Board meeting. During its meetings, the Board of Directors may go into a closed session to discuss confidential personnel matters, labor negotiations, possible litigation, or matters related to attorney-client privilege. The President or a majority of the Board of Directors may call a Special Board Meeting.

District legal counsel attends meetings as requested by the Board of Directors or the General Manager. All legal counsel directives shall go through the Board of Directors or the General Manager. The General Manager may delegate to other employees the authority to request legal counsel for certain routine matters, such as review of contracts and agreements.

2.5. Board of Directors - Norms of Conduct and Communication

- 2.5.1. Personal Conduct: The work of the District is a team effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District. Directors shall thoroughly prepare themselves to discuss agenda items at meetings of the Board of Directors. Directors shall, at all times, conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings. Directors shall defer to the Board President for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board. Directors may request for inclusion into minutes brief comments pertinent to an agenda item, only at the meeting that item is discussed (including, if desired, a position on abstention or dissenting vote). When responding to requests and concerns from Member Agencies and other customers, Directors should be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels and to responsible management personnel. Directors should develop a working relationship with the General Manager wherein current issues, concerns and District projects can be discussed comfortably and openly. Directors should function as a part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively. Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.
- 2.5.2. Conflicts of Interest: The Board of Directors has adopted a Conflict of Interest Code, as required by the California Political Reform Act of 1974, as amended.¹⁴ This Code sets guidelines for the Directors' disclosure of their economic interests to meet requirements of State law. Additionally, Directors shall abstain from participating in consideration of any item involving a prohibited conflict of interest. Unless such a conflict of interest exists, however, Directors should not abstain from the Board's decision-making responsibilities.
- 2.5.3. Campaign Disclosures: District Board members and employees shall not accept, solicit, or direct a political contribution from (a) existing District vendors, consultants, or contractors, or (b) vendors, consultants, or contractors who have a financial interest in a contract or other matter while that contract or other matter is pending before the District.

The District shall not enter into a contract with a proposed vendor, consultant, or contractor who has made a political contribution to or at the behest of a District Board member or employee.

To ensure full transparency in these matters, the District will request disclosure requirements in its bid processes that will obligate a potential vendor, consultant, or contractor to disclose any material financial relationship they may have or may have had with a District Board member or employee that includes, but is not limited to, payment of a salary or commission and/or donation to his or her political campaign.

- 2.5.4. Communication of Views and Positions: The Board of Directors is committed to providing excellence in leadership and the highest quality of service to its member agencies and customers.
- 2.5.5. The Board of Directors shall observe the following:
- a. The dignity, style, values and opinions of each Director shall be respected. Responsiveness and attentive listening in communication is encouraged.
 - b. The needs of the public and the District's Member Agencies and other customers should be the priority of the Board of Directors.
 - c. Directors should commit themselves to emphasizing the positive, avoiding double talk, hidden agendas, gossip, backbiting and other negative forms of interaction.
 - d. Directors commit themselves to focusing on issues and not personalities. The presentation of the opinions of others should be encouraged. Cliques and voting blocs based on personalities rather than issues will be avoided.
 - e. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, in a constructive and forthright manner. Once the Board of Directors takes action, Directors should commit to support said action and not create barriers to the implementation of said action.
- 2.5.6. Involvement in Elections: The District does not contribute funds directly or indirectly to candidates for elected public office [Government Code Section 3205(a)]. Furthermore, the District prohibits any political activity of officers or employees of the District during working hours or on the premises of the District [Government Code Section 3207].
- 2.5.7. Board Discipline: In the exercise of its discretion, the District's Board of Directors, by affirmative vote of five (5) of its members, may censure any of its members for a period of time deemed appropriate by said super majority of the Board of Directors. Unless otherwise prohibited by law, the maximum penalty that may be imposed upon the censured Director by said supermajority of the Board of Directors during the period of such censure shall be the following:
- a. The suspension of all spending of District funds by the censured Director and of all reimbursement from District funds of any costs incurred by the censured Director, unless otherwise allowed by the Board of Directors.
 - b. The removal of the censured Director from service on all committees and other assignments on behalf of the District and/or the Board of Directors, unless subsequently authorized by the Board of Directors and/or the President of the Board of Directors.
 - c. The withholding of all compensation by the District to the censured Director except as otherwise allowed for attending meetings of the District's Board of Directors and other meetings subsequently authorized by the Board of Directors and/or President of the Board of Directors.
 - d. The withholding of all or some of the benefits provided by the District to the censured director as determined by the Board of Directors.

2.5.8. Miscellaneous

- a. The District shall not purchase alcoholic beverages for consumption at meetings of the Board, or functions sponsored by the District.
- b. Directors will be expected to maintain proper decorum and comportment while representing the District.
- c. Subject to California Government Code Section 89001 and Section 18901 of Title 2 of the California Code of Regulations, Directors may use District letterhead for routine correspondence as a normal part of their duties, but are restricted from representing the Board of Directors or from using staff time excessively on all other matters without prior approval by the Board of Directors in an open session. The following guidelines shall apply:
 - 1) Letterhead may not be used for partisan activities or positions or in connection with a director's outside employment.
 - 2) All correspondence will be prepared for a Director by District staff, and a copy will be placed in the next regular Board packet.
- d. If Directors or staff has any question whether the correspondence is routine, it should be submitted to the full Board of Directors for prior approval. The following examples are guidelines for this policy:
 - 1) Board Approval Required: If District letterhead is used to express opinions or positions on which the Board of Directors has not taken an official position, or has an opposing position to that of the Board member, the letter/memo must state that the position expressed is his/her individual position and does not reflect the official position of the Board of Directors, and a copy must be provided to the Board of Directors for their information prior to mailing the letter/memo out. In addition, if letter/memo subject matter requires excessive use of staff time prior approval is required.
 - 2) Board Approval Not Required: If the letter/memo expresses or requests support/opposition to actions in accordance with a Board adopted position; merely makes an inquiry or requests information on a District related matter; may respond to an inquiry or invitation to participate in a District related activity. In addition, approval is not required for thank you letters.
- e. Directors may be provided computer tablet or like devices to conduct District business. Use of these devices shall be limited to District business and any use thereof may be subject to disclosure under the Brown Act and/or Public Records Act.

2.6. Board of Directors - Orientation Meeting

Following the certification of the general election, staff will schedule an orientation with any newly elected Director, or any Director who is re-elected with a lapse of four years or greater. The purpose of the orientation will be to review, but not limited to, the following: The Ralph M. Brown Act, Robert's Rules of Orders, Conflicts of Interest, Directors' Compensation,

Directors Travel and Reimbursement, a general review of Board Policies, Ethical behavior and conduct. Additionally, a facility tour will be scheduled to share information regarding TVMWD's operations and projects that are underway.

2.6.1. District of Distinction

TVMWD was originally awarded the District of Distinction designation by California Special Districts Leadership Foundation during 2014; this designation is recertified every three years. In order to maintain this designation all newly elected Directors are required to complete six hours of Governance training. Staff will work with newly elected Directors during the first quarter following their installation to coordinate this required training.

2.7. Board of Directors - Compensation

Pursuant to California Water Code, Section 20200 et seq., Three Valleys Municipal Water District has limited its compensation each Director shall receive as permitted by State law in an amount not to exceed \$200 per day for each day's attendance at meetings of the Board of Directors and Board authorized agency or committee meetings, and water related meetings, seminars and workshops which the Board of Directors determines are of benefit to the District, or for each day's service rendered as a Director that has a substantial relationship to the District's purpose (Ordinance No. 2-07-15 adopted on February 21, 2007), not exceeding a total of ten (10) days in any calendar month (Ordinance No 2-01-7 adopted on February 7, 2001).¹⁵

2.7.1. For purposes of determining eligibility for compensation, the term "meeting" as used herein is defined as a meeting reasonably necessary to further the interests of the District and its projects that afford an opportunity for Directors to discuss many issues informally with other agencies and leaders in the community and achieving a goal of maintaining consistent, effective and open channels of communication with other entities, including the following:

- a. Any occurrence that is listed in Government Code Section 53232.1(a):
 - 1) A regular, special, or emergency meeting of the Board;
 - 2) A meeting of a standing, ad hoc, or advisory committee of the Board;
 - 3) A conference, seminar, or organized educational activity involving matters related to functions and operations of the District.
- b. Other occurrences:
 - 1) Any meeting of an agency where the District has appointed a specific representative.
 - 2) Conference calls to discuss matters related to the functions and operations of the District.
 - 3) Any other meetings determined by the Board to be reasonably necessary in furthering the interests of the District.

2.7.2. Compensation for a day of service will be permitted on the day before and/or the

day after a meeting or conference if circumstances required the Director to travel on the day before and/or after.

- 2.7.3. Meetings must be relevant to the District and constituents the Director is elected to serve.
 - a. Fundraising and other campaign type events for state-level and federal-level campaigns for elected officials are not compensable.
- 2.7.4. To receive compensation for attendance or participation at approved meetings, a Board member shall:
 - a. Submit their expense reports for the preceding calendar month to the District's General Manager or designee by the fourth calendar day following the end of the month.
 - b. Directors may list compensated and non-compensated meetings, but will only receive compensation on meetings as listed above in Section 2.7.
 - c. Provide a brief written report justifying how the meeting was reasonably necessary to further the interests of the District. Include descriptive information such as other TVMWD directors in attendance, name of person(s) the meeting was with and agency or organization affiliation.
 - d. Directors are expected to be on time for each meeting and participate for the entire duration of each meeting, unless an emergency or unexpected situation requires the Director to arrive late or leave the meeting early.
 - e. Request compensation for each meeting at \$200.

The Board will consider approval of compensation at the monthly Board meeting the following month.
- 2.7.5. If a Director is unable to attend a meeting for which they have been appointed to represent the District, they are to notify staff in a timely manner to contact the designated alternate to attend. The WQA, Chino Basin Watermaster and Six Basins' alternate representatives are expected to attend meetings of those agencies regularly.
- 2.7.6. The TVMWD Director serving as an MWD Director, may receive compensation for each day's attendance at meetings of the MWD Board and committees, in the same amount and upon the same terms as is provided with respect to service on the Board of Directors of the District.¹⁶
- 2.7.7. Compensation is not to exceed a total of ten (10) days in any calendar month. Where two (2) or more meetings, including meetings of MWD and the District, occur on the same day, it shall count as one day's service for purposes of compensation. Miscellaneous expense reimbursement requests of the MWD Director should be made to MWD.

2.8. Board of Directors – Reimbursement

The District shall reimburse Board members for costs incurred related to attendance or participation at meetings as defined in section 2.7.4, as provided herein.

- 2.8.1. Eligible Expenses: Expenses eligible for reimbursement shall be limited to:
- a. Registration costs, or other charges for participation at the meeting;
 - b. Transportation to and from the meeting, including airfare, car rental, or mileage for use of a Board member's own automobile, and other miscellaneous transportation costs (shuttle, taxi, train, Uber, Lyft, parking, etc.).
 - c. Lodging at the single-room rate; and
 - d. Reasonable costs of meals (see section 2.8.3 d).
- 2.8.2. Budget Limits: The maximum amount of District-paid expenses that each Board member may annually incur without separate prior Board approval is \$7,500 each fiscal year (Resolution No. 18-04-823, adopted April 18, 2018).
- 2.8.3. Reimbursement Rate:
- a. Registration and Meeting Charges

The District reimbursement rate for registration or other charges for participation at a meeting shall be the actual amount incurred, not to exceed the maximum rate published by the conference or activity sponsor or timely registration after applying all applicable deductions for any available discounts. Registration and meeting charges incurred by the District shall be reflected on a monthly status report issued to each Board member. In the event that a Board member must withdraw from a conference or activity after registration and payment has been made, and a refund or credit may not be obtained from the organizing group or agency, the expense will be charged against the Board members annual budget limit of \$7,500. However, if a credit may be obtained and applied by the District for a future conference or activity of the same type or by the same organization, the expense account of the Board member will not be debited until such time that the credit is applied or expires, if applicable.

Directors are encouraged to work with assigned staff to coordinate registration at all meetings to ensure consistency, as well as to ensure that all applicable discounts are applied. It is important to register within the prescribed deadlines as a courtesy to those outside entities planning the events. Requests to attend an event after a prescribed deadline passes will be the sole responsibility of the director, including any related costs, which may be submitted for reimbursement with proper documentation on the monthly expense report. Directors may not direct outside entities to bill the District for events they have attended without working through the District first.

Directors are encouraged to utilize payment administered by the Executive Assistant when registering for conferences and events. If a Director pre-registers and pays for the conference or event on their own, reimbursement for that expense will not be considered until the reimbursement form is submitted the month following the conference or event.

b. Transportation

- 1) Members of the Board must use government and group rates offered by a provider of transportation services for travel when available. If such rates are not available, the reimbursement rate for Board member transportation shall be the actual amount incurred, not to exceed the cost of round-trip coach air fare.
- 2) Reasonable private vehicle expenses are reimbursable up to the cost of coach airfare and the attendant cost of ground transportation. Vehicle versus airfare costs are expected to be documented to verify reimbursement is the most economical. A Board member may not appropriate a District vehicle solely for his or her own individual use as a means of transportation to conferences or seminars. Mileage reimbursement shall be given when personal vehicles are used for District business. The District reimbursement rate for mileage by use of a Board member's own vehicle shall be calculated on the basis of total miles driven for District purposes at the rate specified in the Internal Revenue Code in effect at the time of the vehicle usage. Mileage will only be reimbursed for meetings approved for compensation as outlined in Section 2.7.
- 3) The District reimbursement rate for vehicle parking by a Board member shall be the actual amount incurred.
- 4) If an alternative private aircraft is used in lieu of commercial air travel, written documentation of actual cost incurred by the director must be provided along with comparison of the lowest commercial air charges. If additional supplemental ground transportation such as taxi or shuttle would normally be required to reach the destination, these charges may be included at the lowest rate for comparison purposes. All efforts should be exercised to obtain comparison rates at least 21 days prior to scheduled travel date to obtain the lowest rates. The latest comparison date permitted will coincide with the latest published RSVP date for any scheduled event and/or conference. Note: if there is no direct cost to the Director for the alternate private aircraft, the expense is not subject to reimbursement, and, may be subject to gift limitations and filing on the annual Form 700-Statement of Economic Interest form.

c. Lodging

Members of the Board must use government and group rates offered by a provider of lodging services when available. If the lodging is in connection with an accepted conference or organized educational activity, lodging costs must not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of the Board at the time of booking. If a government or group rate is not available, the District reimbursement rate for Board member lodging shall be the actual amount incurred, not to exceed the rate for comparable lodging. No reimbursement requests will be approved for lodging expenses incurred within the District's service area. However, lodging costs will be paid by the District under the following circumstances:

- 1) The Board member is attending a conference or other qualifying function held more than 50 miles from their home; OR
 - a. Lodging for the night before will be reimbursed if the Board member would have needed to leave their home before 6am;
 - b. Lodging for the night of will be reimbursed if the Board member would have arrived home that night after 7pm.

Lodging requests not covered by this section will not be reimbursed, except upon authorization of the Board given at a public meeting. Actual and reasonable lodging expenses will be reimbursed only for authorized personnel and as such will not be reimbursed for guests or family members of the authorized personnel. Where reasonably possible, lodging will be obtained in proximity to the conference or function site. In most cases, lodging should be arranged and paid for through the District. With adequate notice, staff is able to arrange for prepayment of authorized charges via the District credit card. Staff will be unable to acquire any lodging for events that are requested after the prescribed RSVP deadline has passed.

- 2) At some conference venues, a Director may have access to alternate lodging due to the availability of time shares, a secondary residence, etc. Reimbursement for any alternate lodging is limited to the cost of scheduled actual conference lodging costs or the lesser of the two venues. Documentation in the form of a receipt paid for alternate lodging must be provided to receive reimbursement.

d. Meals

The District reimbursement rate for Board member meals shall be the actual amount incurred, not to exceed \$100.00 per day's service. The District does not pay for or reimburse for alcoholic beverages. When the District pays for meals, which are included in a conference/seminar registration packet, outside meals will not be reimbursed.

1) Gift Acceptance

On occasion at different events and/or conferences, a Director may be extended an invitation to a meal function. These meal functions, when not part of the paid conference or event, may be subject to gift disclosure requirements on an individual Form 700 Statement of Economic Interest form if the amount of the dinner exceeds \$50. The meal host (district vendor, consultant) should be asked to provide written documentation that includes an itemization of items consumed. In the case of hosted alcoholic beverages shared by many (e.g. bottle of wine), the cost of the beverage may be prorated by the total number of guests at the meal function. Alternately, TVMWD will accept this invitation under the guidance of FPPC Form 801 – Payment to agency and complete the required documentation in accordance with the supplemental TVMWD Gift Acceptance policy. If TVMWD completes and files a Form 801, individuals are not required to include the information on their annual Form 700.

2) Distribution of Tickets and Passes

In compliance with the Fair Political Practices Commission Regulation Section 18944.1, when complimentary tickets or passes are conveyed to a Director to attend an event that normally would have been paid for, TVMWD will complete and file FPPC Form 802 – Ceremonial Role Events and Ticket / Pass Distribution. If TVMWD completes and files a Form 802, individuals are not required to include the information on their annual Form 700, in accordance with the supplemental TVMWD Distribution of Tickets and Passes policy.

e. Other

District reimbursement of all other actual and necessary expenses incurred by a Board member shall be computed using the applicable Internal Revenue Service rates for reimbursement as established in Publication 463, or any successor publication. All expenses that do not fall within this reimbursement policy or the Internal Revenue Service reimbursable rates, as provided above, shall be approved by the Board in a public meeting before the expense is incurred. If the Board member chooses to incur additional costs that are above the rates established herein, and those costs have not been approved by the Board in a public meeting before the expense is incurred, then the Board member may do so at his or her own expense.

2.8.4. Ineligible Expenses: The District will not advance cash to a director. Directors will not be issued District credit cards or car allowances. Board members shall not be eligible for District reimbursement of any expenses incurred by any person traveling or attending a meeting as a guest of the Board member. Any expenses related to meetings not approved by the Board will be deducted from the Director's compensation and reimbursement payment. Gratuity exceeding 15% of the subtotal will be ineligible for reimbursement.

2.8.5. Expense Forms: The District shall provide expense report forms to be filed by the members of the Board for reimbursement of actual and necessary expenses incurred on behalf of the District in the performance of official duties. The expense reports shall document that expenses meet the policy reflected in this document for the expenditure of public resources. Board members shall submit their expense reports to the District's General Manager or designee for the preceding calendar month by the fourth calendar day following the end of the month. All reports shall be accompanied by the original, itemized receipts for ancillary expenses such as meals, parking, etc. Costs that normally would not have a receipt (i.e. tips) should be documented on the expense report. Otherwise, missing receipts will not be reimbursed. Approval of Director expenses for the preceding month will be included on the agenda of the Board meeting held on the third Wednesday of each month. All documents related to reimbursable District expenditures are public records subject to disclosure under the California Public Records Act.

2.9. Board of Directors - Ethics Training

2.9.1. Requirement:

a. Elected Officials

AB1234 was chaptered in 2005, effective January 1, 2006, and requires all elected officials shall receive ethics training within one year of taking office and every two years thereafter. TVMWD holds biennial training during the first quarter of odd years to meet this requirement for its elected officials.

b. Staff

TVMWD requires that all regular employees complete ethics training within one year of hire and every two years thereafter. TVMWD holds biennial training during the first quarter of odd years to meet this requirement for its employees. TVMWD may assign Target Solutions ethics training to any employee that is hired during the off-training cycle to insure compliance with this law.

2.9.2. Application:

Local Agency Official: As used in Section 2.9.1, the term “local agency official” means all of the following:

- a. All Board members; and
- b. All executive staff of the District.

Ethics Laws: As used in Section 2.9.1, the phrase “ethics laws” includes, but is not limited to, the following:

- a. Laws relating to personal financial gain by public servants, including, but not limited to, laws prohibiting bribery and conflict-of-interest laws;
- b. Laws relating to claiming perquisites of office, including, but not limited to, gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies;
- c. Government transparency laws, including, but not limited to, financial interest disclosure requirements and open government laws; and
- d. Laws relating to fair processes, including, but not limited to, common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members.

2.9.3. District Responsibilities

Records: The District shall maintain records indicating (a) the dates that local agency officials satisfied the requirements of Section 2.9 and (b) the entity that provided the training. The District shall maintain these records for at least five

years after local agency officials receive the training. These records are public records subject to disclosure under the California Public Records Act.

Notice: The District is required to provide information on training available to meet the requirements of Section 2.9 to its local agency officials at least once annually.

2.10. Board of Directors – Workplace Harassment Training

2.10.1. Requirement

a. Elected Officials

Effective January 1, 2017, new legislation (AB1661) clarifies an elected officials' responsibility to complete this training. Within six months of taking office an elected official must complete this training. Thereafter, each Board member must participate in such training at least once every two years.

b. Supervisory Staff

All district staff must participate in the District's program of providing at least two hours of classroom or other effective interactive training and education regarding workplace harassment no later than six months from their first day of service with the District. Thereafter, each district staff member must participate in such training at least once every two years.

c. Biennial Training

During the first quarter of odd years, following the General Election, TVMWD will provide training to elected officials and district staff. TVMWD will utilize Target Solutions for interim training for district staff.

2.10.2. District Responsibilities

The training and education required by Section 2.10 shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against and the prevention and correction of workplace harassment and the remedies available to victims of workplace harassment in employment. The training and education shall also include practical examples aimed at instructing District supervisors in the prevention of harassment, discrimination, and retaliation, and shall be presented by trainers and educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.

2.11. Board of Directors – Governance/Management Connection

With the exception of the Board's relationship with General Counsel, the Board's sole official connection to the operational organization, its achievements and conduct will be through a chief executive officer, titled General Manager. The Water Code states that the General Manager has "full charge and control" of the District's system, subject to Board approval (Section 71362). The District's definition of "full charge and control" includes technical aspects such as construction, operations, repair and maintenance, and engineering; as well as day-to-day administrative functions such as accounting, billing, and financial services; and management functions over employees, suppliers and consultants. The definition also includes the General Manager's ability to accomplish these functions, and their accountability for them.

The primary, binding authority with respect to the General Manager's role and responsibilities is stated in California Water Code Sections 71362 and 71363. Consistent with that foundational policy, several important policy concepts are highlighted in this and subsequent sections.

Only officially passed ordinances, resolutions, and motions of the Board are binding on the General Manager except in rare instances when the Board has specifically authorized such exercise of authority. In initiating communication with District staff, Directors should generally contact the General Manager. In the absence of the General Manager, Directors may contact the appropriate management staff member to obtain the requested assistance. Any Board member requests that require substantial work must come to the Board for direction.

The General Manager is the Board's only link to operational achievement and conduct, so that all authority and accountability of staff, as far as the Board is concerned, is considered the authority and accountability of the General Manager. The Board, as a whole, will not give direction to a person who reports directly or indirectly to the General Manager. The Board as a whole will not evaluate, either formally or informally, any staff other than the General Manager. The Board will evaluate the General Manager performance qualitatively, using as guidelines the General Manager's stated annual objectives. Adjustments in the General Manager's remuneration or contract will be consistent with the Board's evaluation of performance and achievement of stated objectives.

3. GENERAL MANAGER AND STAFF

3.1. General Policy

The General Manager will ensure that conditions for the employees are maintained and conducted in a fair, dignified and organized manner. Also, the General Manager may not:

- 3.1.1. Operate without written personnel rules which: (a) clarify rules for staff, (b) provide for effective handling of grievances, and (c) protect against wrongful conditions, such as grossly preferential treatment for personal reasons.
- 3.1.2. Retaliate against any staff member for non-disruptive expression of dissent.
- 3.1.3. Fail to acquaint staff with the rules and his/her interpretation of their protections and responsibilities under this policy.

3.2. General Manager Authority - Limits Set by Board

Within guidelines set by state law, District policy establishing the responsibilities and authority of the General Manager and the responsibilities reserved for the Board of Directors is set forth by Resolution 17-10-811, which is incorporated herein by reference.

3.3. Safety

The District will maintain a safety program to ensure the protection of the public, contractors and staff from injury and illnesses. The program shall comply with applicable federal and state laws.

3.4. Loyalty Oath

In accordance with the Government Code 3100 et seq. all public employees are classified as “disaster service workers” and are required to take a public employee oath upon hire. Failure to subscribe to the oath will null and void the offer of employment by the District. The Code states that all disaster service workers shall, before they enter upon the duties of their employment, take and subscribe to the oath.¹⁷

4. WATER PLANNING AND SUPPLY

4.1. General Policy

In the pursuit of its mission, the TVMWD Board of Directors has articulated some objectives related to water planning and supply. These objectives form the general water planning and supply policy of the District:

- 4.1.1. Assure an adequate, safe and reliable supply of imported and local water that meets the needs of our customer agencies.
- 4.1.2. Provide leadership in addressing and resolving water supply, water quality and infrastructure issues affecting water agencies in the District's service area and region. Serve as collaborator, facilitator, and integrator of the interests of water agencies and other stakeholders within the District's service area and region.
- 4.1.3. Prepare and implement long range plans that meet District and member needs, while distributing the benefits and costs equitably.

4.2. Water Management Plan

In accordance with State law, the District prepares an Urban Water Management Plan as a comprehensive assessment and description of the District's ultimate needs for water and plan for the provision of related facilities and water management actions. The content and development process of the Plan shall be consistent with, but may surpass, the elements prescribed by the Urban Water Management Planning Act.¹⁸

4.3. Water Quality

Drinking water provided by the District shall be of the highest quality possible at a reasonable cost, but shall at no time violate any adopted federal or state primary or secondary drinking water standard.

Drinking water quality may sometimes be protected effectively at the source, or in the watershed from which it is withdrawn for human use. Therefore, it is the policy of Three Valleys Municipal Water District to promote the protection and, when appropriate, the enhancement or restoration of watershed and groundwater resources of the region.

4.4. Water Use Efficiency, Public Outreach & Water Conservation

The District actively promotes the achievement of a high level of efficiency by all types of retail water users, by supporting water conservation planning and project implementation at the regional and local levels. Also, the District will endeavor to maintain an active and comprehensive approach in its outreach efforts by participating in a wide variety of activities throughout the service area.

5. CAPITAL IMPROVEMENTS

5.1. Service Connections

It is the District's policy to facilitate the construction of new imported water connections as needed. The approval, design, and construction of new service connections to Metropolitan Water District (MWD) facilities shall comply with applicable sections of MWD's Administrative Code. The District shall be responsible for all approvals, design, and construction of new service connections to District-owned facilities. Although the District may consider appropriate funding arrangements, such as funds from state or federal grants or loans, in collaboration with the benefiting agency(ies), the cost of design and construction is the responsibility of the local agencies in proportion to their benefit.

5.2. System Maintenance and Repairs

District policy is to plan, budget money for, and implement a thorough program of maintenance and repair for all District facilities, to achieve the goal of keeping all equipment, machinery, and processes in good working order.

5.3. Other Capital Improvements

The District may undertake the design and construction of capital improvements that provide regional water resource or water quality benefit. The costs of such projects may be shared with those directly benefiting from the project or may be wholly included in the District's budget. Funding may be rate-based, from grants or other outside sources.

6. FINANCIAL INTEGRITY

6.1. General Policy

Consistent with District policies established herein, the General Manager as the Chief Executive Officer of the District shall ensure that Three Valleys Municipal Water District meets all laws, regulations, and sound financial management practices.

6.2. Annual Budget

The General Manager shall annually prepare and follow a budget in which anticipated expenses do not exceed anticipated revenues. Budget preparation will include ample consultation with member agencies, before its approval by the Board of Directors.

6.3. Rates, Charges, Assessments and Penalties

The Board of Directors shall set rates, charges, assessments and penalties in accordance with its mission, state law, and prudent fiscal management practices. Invoices for water deliveries shall be done on a monthly basis. Invoices shall be mailed no later than the twelfth (12th) working day of the month following the month in which water was delivered. The invoice shall indicate the mailing date (invoice date), the month for which the charges were incurred, the total amount of water delivered for each class of service, and the total amount of charges and water delivered. Payment of the amount shown on such invoices shall be due in the month following mailing and shall be delinquent if not received by the Chief Finance Officer (CFO) of the District before the close of crediting activity five (5) business days prior to the last business day of the month following such date of mailing. The term "business day" shall mean any day other than a Saturday, Sunday, or holiday. The term "received by the CFO" shall mean receipt either (1) at the District headquarters or (2) by crediting to the District's general demand account at the office of the District's bank in such form that the funds are immediately available for investment or other use or disposal by the District. The term "close of crediting activity" shall mean either (1) 2:00 p.m. if payment is delivered to the Office of the CFO of District headquarters, or (2) the cutoff time for crediting by the District's bank of the day's transactions if payment is initiated by wire transfer, inter-branch transfer, direct deposit, or by other means pursuant to advance agreement with the CFO. In the event that a mistake is discovered in a District water sales record, the General Manager shall initiate appropriate corrective action, except that no mistake made more than five (5) years prior to its discovery shall be corrected. If an incorrect invoice has been issued to a member agency, the General Manager shall notify the affected agency of any adjustment and the manner of making any required credit or charge, neither of which shall bear interest. All invoices are due and payable as described and any dispute concerning the amount due should be filed with the District immediately. In the event any member agency shall be delinquent in the payment for water delivered by the District, or through an MWD connection, and/or other charges levied, an additional charge equal to two (2) percent of such delinquent payment for each month or portion thereof (days delinquent divided by 30) that such payment remains delinquent shall be assessed, and the member agency shall pay such charge to the District in addition to the amount of such delinquent payment. Notwithstanding the above, if the total period of

delinquency does not exceed five (5) business days, the additional charge shall be equal to one (1) percent of such delinquent payment. Invoices for delinquencies including additional charges shall be mailed not later than the tenth day of each month. In the event that any member agency shall be delinquent for more than thirty (30) days in the payment for water, such delinquency shall be reported by the General Manager to the Board of Directors at its next meeting. The Board of Directors, in its discretion and upon such other conditions as it may prescribe after giving the member agency a reasonable opportunity to be heard, may order the termination of service to such member agency until all delinquent payments, including additional charges, is made to the District, or the Board of Directors may authorize such other actions as may be legally available to effect collection.

6.4. Reserves

The District will maintain sufficient revenue to meet its operating expenses, debt service and depreciation expenses and hold cash and/or other investments in reserve. Reserves will be segregated into various funds for specified purposes according to the District’s Investment Policy and in compliance with state and federal laws. They will include committed reserves for specific, ongoing capital projects, non-spendable reserves invested in capital assets, restricted reserves for debt service, and assigned reserve funds made up of the following Board designated categories:

Board Elections	Opportunity	Employee Benefits
	Emergency	Capital Investment Program
Water Rate Stabilization	Board Election	Opportunity
Employee Benefit		

6.5. Investment of Funds

Funds accumulated temporarily by the District to finance planned improvements, along with operating reserve funds, are invested in instruments and accounts as allowed by the California Government Code and in conformance with adopted District investment policy.¹⁹ Management of non-cash investments shall be administered by a competitive investment manager. Custody of the investments shall be administered by a competitive investment manager.

The General Manager shall render an annual statement of investment policy to the Board of Directors. The General Manager shall also render a quarterly report to the Board of Directors showing the type of investment, date of maturity, amount of deposit, and current market value for all securities with a maturity of more than twelve (12) months, and the rate of interest.

6.6. Risk Management

The District will identify, analyze and implement reasonable techniques to protect against the adverse financial effects of accidental losses, including the purchasing of insurance, contractual transfer, exposure avoidance and retention of unfunded reserves.

6.7. Audit

The District will contract with a reputable public accounting firm to conduct an annual audit of its financial activities using a Certified Public Accountant familiar with the operations of a municipal water district in California. The audit will be made available for review by member agencies and the public and will comply with the Generally Accepted Accounting Principles (GAAP) in addition to state and federal law.

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7. PUBLIC INVOLVEMENT

7.1. General Policy

It is the policy and desire of the Board of Directors that the public is kept adequately informed as to District activities, thus promoting public confidence in the District.

7.2. Public Information and Education

The District endeavors to inform and educate its various “stakeholders” on general, historical, and current issues through multiple means, including: open, public meetings; the media; and, various educational forums including, but not limited to, District-sponsored tours, tri-annual leadership breakfasts, and conservation education classes.

7.3. District Spokesperson

The General Manager is the principal spokesperson for the District, and the President of the Board also takes an active part in communicating District policies. Some of this responsibility may be delegated to others, as appropriate.

7.4. Requests for Public Records

- 7.4.1. All District records and documents not deemed to be exempt under the California Public Records Act (“the Act”), California Government Code Section 6250 et seq., shall be open to the public for inspection and copying pursuant to the requirements of the Act and the procedures established herein.
- 7.4.2. Any person who wishes to inspect or copy any document or record of the District shall submit or unequivocally convey such a request to the District which reasonably and particularly describes an existing and identifiable record. The person seeking the record may, but need not, state his or her reason for making the request and/or the use to which the information will be put.
- 7.4.3. When a member of the public requests to inspect a public record or obtain a copy of a public record, the District, in order to assist the member of the public make a focused and effective request that reasonably describes an identifiable record or records, shall perform all of the following, to the extent reasonable under the circumstances:
 - a. Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated;
 - b. Describe the information technology and physical location in which the records exist; and
 - c. If the requested record exists on the TVMWD website, the requester may be directed to the website to obtain the item; however, requests to inspect or request a copy of the record shall be accommodated.
 - d. Provide suggestions for overcoming any practical basis for denying access to the records or information sought.

- 7.4.4. If the District receives a request for approved minutes, publicly-posted agendas, adopted budgets, and/or other simple, routine, and otherwise readily-available documents in the District's immediate possession, said records shall be released to the party so requesting for inspection as soon as possible. If copies thereof are requested, said records shall be released to the party requesting as soon as possible after payment of the fee adopted by the District pursuant to Section 7.4.8 hereof.
- 7.4.5. All requests for records that are outside the scope of Section 7.4.4 hereof shall be reduced to written form. The District shall furnish the requesting party with a standard form for his or her convenience in describing the records sought, but the use of that form shall not be the exclusive means by which a member of the public may identify said documents in writing. If the requesting party refuses or is unable to submit a request in writing, the District shall prepare a written memorandum articulating the request as it is understood.
- 7.4.6. Within ten (10) calendar days after receipt of a request to inspect or copy any document or record of the District identified in the writing prepared pursuant to Section 7.4.5 hereof, the District shall determine whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the District, and shall immediately notify the person making the request of such determination and the reasons therefore.
- 7.4.7. Under unusual circumstances as defined in the Act, the time limit prescribed in Section 7.4.6 hereof may be extended by written notice by the General Manager of the District, or his or her designee, to the person making the request setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. No such notice shall specify a date that would result in an extension for more than fourteen (14) calendar days.
- 7.4.8. If the District determines that the records requested shall be made available for public inspection or copying, the District shall promptly make the records available to the requesting party. If copies are requested, the District shall promptly provide copies of the records to the requesting party upon payment of a duly-adopted fee to cover the District's direct cost of duplication, which shall be calculated in the following manner:
- a. If the copies are made by the District's staff, the total fees pursuant to the adopted fee schedule by Resolution No. 17-06-802 will be shared with the requestor. Such fees will only apply to the direct cost of duplication and shall not include the ancillary tasks necessarily associated with the retrieval, inspection, and handling of the file from which the record is extracted for reproduction.
 - b. If the records for which copies are requested are being held by consultants of the District, including the District's legal counsel, the direct cost of duplication shall be no different than the fee established pursuant to Section 7.4.8(a) above.

- c. If the size, quantity, or unique nature of the records for which copies are requested is such that the District determines in the reasonable exercise of its discretion that the reproduction thereof should not be conducted by District staff or consultants, then the District shall attempt to coordinate a mutually-acceptable alternative arrangement with the requesting party. No such arrangement shall permit a copying protocol that would expose any District records to being permanently removed, damaged, defaced, or destroyed. If the District is unable to reach such an agreement with the requesting party, then the District shall send said records to a printer or commercial copying service for reproduction and the direct cost of duplication shall be the same amount that is charged by the printer or commercial copying service for the services so performed.
- 7.4.9. If the District determines that the records requested shall not be made available for public inspection or copying, the District shall justify withholding any record by demonstrating that the record in question is exempt under the Act, that the District is unable to identify the information requested in the writing prepared pursuant to Section 7.4.5 thereof after making a reasonable effort to provide the assistance described in Section 7.4.3 hereof and elicit additional clarifying information from the requester that would help identify the record or records, or that, based on the facts of the particular case, the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record. Any notification of denial of any request for records shall set forth the names and titles of each person responsible for the denial.
- 7.4.10. If the District determines that any part of an otherwise public record shall not be made available for public inspection or copying, any reasonably segregable portion of the record shall be provided to the person requesting such record after deletion of the portions which are exempt by law and upon (a) compliance with Section 7.4.8 hereof as to the portions released to the requesting party and (b) satisfaction of Section 7.4.9 hereof as to the portions deleted there from.

APPENDIX A Resolutions and Motions Superseded by Adoption of this Policy**1 PURPOSE AND ORGANIZATION**

- 1.1 Mission** — *Motion Numbers:* 9-94-3164, 2-97-3472 and 4-00-3807
- 1.3 Objectives**²⁰ — *Resolution Number:* 7-52-262
- 1.4 Functions and Powers** — *Motion Numbers:* 7-50-8, 9-56-450, 1-68-101, 1-68-104, 8-71-142, 5-74-93, 1-79-576, 1-79-577, 4-79-612, 5-79-621, 8-81-982, 9-81-1012, 4-82-1153, 7-82-1202, 5-86-1844, 2-90-2428, 6-92-2839, 7-92-2871 and 1-95-3194

2 GOVERNANCE

- 2.1 Board of Directors - Principal Functions** — *Ordinance Number: 2-01-7 (2001); Motion Numbers:* 197, 208, 1-70-1072-79-589, 2-79-594, 7-79-647, 7-82-262, 3-85-1645, 4-89-2324, 11-89-2391, 5-92-2530, 8-92-2897 and 12-95-3288. *Ordinance Number 17-01-21 (2017) was adopted to clarify process for approval of TVMWD Manuals.*
- 2.2 Election** — *Motion Numbers:* 7, 6-84-1534, 7-84-1541 and 7-94-3151
- 2.3 Board of Directors – Organization** — *Resolution Numbers:* 12-88-301, 01-02-408; *Motion Numbers:* 561, 11-78-555, 1-79-571, 1-79-574, 11-81-1061, 9-86-1912, 12-86-1962, 7-92-2869, 1-93-2951, 1-93-2952, 1-93-2953, 1-93-2954, 1-93-2985, 1-93-2983, 1-93-3954, 4-93-2992, 4-93-2993, 4-93-2994, 6-93-3012, 1-94-3096, 1-95-3196 and 10-95-3265
- 2.4 Board of Directors - Public Meetings** — *Ordinance Numbers:* 3-01-8, 5-01-9, 02-02-11, 6-03-12, 05-04-13 and 12-01-19, **13-04-20 (2013); Resolution Numbers:** 8, 48, 450, 1021; *Motion Numbers:* 1-84-1464, 4-89-1670, 4-91-2624, 4-91-2626, 2-93-2959, 2-93-2962, 7-91-2674, 3-93-2973, 10-93-3068, 1-94-3095, 1-95-3196, 1-95-3197, 4-95-3217, 10-95-3265, 2-98-3571 and 8-98-3625
- 2.5 Board of Directors - Norms of Conduct and Communication** — *Resolution Numbers:* 4-74-170, 1-77-203, 8-81-256, 08-02-424, 06-06-550 and 09-07-639; *Motion Numbers:* 9-82-1228, 5-83-1361, 5-87-2053, 10-87-2112, 4-89-2334, 3-90-2447, 4-91-2625, 6-91-2653, 7-91-2672, 6-92-2844, 7-93-3040, 12-93-3083, 2-94-3103, 3-94-3109, 12-95-3288, 5-97-3501, 8-97-3526, 6-98-3607 and 9-98-3630
- 2.7 Board of Directors - Compensation** — *Ordinance Numbers:* 3-98-6, 7-90-4, 2-01-07 and **2-07-15 (2007); Resolution Numbers:** 5-81-254 and 8-81-256; *Motion Numbers:* 80, 560, 690, 694, 1-84-1460, 5-85-1673, 9-86-1912, 9-89-2379, 9-89-2380, 8-90-2512, 1-91-2580, 6-92-2845, 6-92-2880, 2-93-2968, 2-93-2969, 7-93-3032, 8-93-3055, 12-93-3083, 7-94-3151, 6-95-3234, 9-95-3250, 5-97-3501, 3-98-3583, 3-98-3596, 2-01-3882 and 09-01-4670
- 2.8 Board of Directors – Reimbursement** — *Ordinance Number: 2-01-7 (2001)*
- 2.11 Board of Directors – Governance/Management Connection** — *Ordinance Number: 2-01-7 (2001); Resolution Number: 7-82-263*

3 GENERAL MANAGER AND STAFF

- 3.1 General Policy** — *Ordinance Number:* 11-04-14; *Motion Numbers:* 3-69-115, 12-69-164, 12-70-167, 11-72-147, 4-73-161, 5-76-285, 12-76-352, 11-79-697, 11-80-841, 3-81-902, 3-81-909, 9-81-1002, 11-81-1060, 3-82-259, 12-82-266, 6-83-270, 6-84-1525, 2-85-1635, 3-85-1655, 3-85-1656, 6-85-1699, 4-86-1811, 4-86-1812, 4-86-1813, 4-86-1824, 6-87-2060, 8-89-2358, 8-89-2363, 8-89-2364, 6-90-2482, 9-91-2700, 9-91-2704, 4-94-3130, 6-95-3232, 6-95-3233, 1-96-3305, 3-96-3336, 6-97-3512, 10-99-3748, 4-00-3813, 7-00-3836 and 8-00-3841
- 3.2 General Manager Authority - Limits Set by Board** — *Motion Numbers:* 09-01-406, 09-11-645; *Resolution Number:* 17-10-811

4 WATER PLANNING AND SUPPLY

- 4.1 General Policy** — *Resolution Number: 10-02-647*
- 4.3 Water Quality** — *Resolution Number: 6-80-243*
- 4.4 Water Use Efficiency, Public Outreach & Water Conservation** — *Resolution Numbers: 3-77-205 and 7-88-2997*

5 CAPITAL IMPROVEMENTS

- 5.1 Service Connections** — *Resolution Numbers: 151, 239; Motion Numbers: 12-57-196*
- 5.2 System Maintenance and Repairs** — *Resolution Numbers: 196, 208, 295, 348; Motion Numbers: 2-70-115 and 6-70-135*

6 FINANCIAL INTEGRITY

- 6.1 General Policy** — *Resolution Number: 1015; Motion Numbers: 8-50-17, 7-52-242, 6-67-1015, 9-90-2538, 1-96-3304 and 3-96-3339*
- 6.3 Rates, Charges, Assessments and Penalties** — *Resolution Numbers: 242, 293, 1034, 6-75-1932, 04-03-439, 05-03-441, 03-04-466, 05-05-519; Motion Numbers: 10-70-155, 11-78-559 and 1-84-1464*
- 6.4 Reserves** — *Resolution Numbers: 1-85-278, 05-03-440, 03-05-505, 03-05-506*
- 6.5 Investment of Funds** — *Resolution Numbers: 10-86-288; Motion Numbers: 4-82-1661, 4-90-2456, 12-90-2570, 8-94-3160, 8-94-3161, 3-96-3337, 8-97-3525, 10-98-3629, 10-98-3630, 8-99-3732, 9-99-3739, 01-05-495 and 09-02-4677*
- 6.6 Risk Management** — *Resolution Number: 05-04-471*
- 6.7 Audit** — *Motion Number: 4-92-2798*

7 PUBLIC INVOLVEMENT

- 7.1 General Policy** — *Resolution Number: 7-82-262*
- 7.2 Public Information and Education** — *Motion Numbers: 3-81-913 and 5-82-1169*
- 7.4 Request for Public Records** — *Resolution Number: 17-06-802*

APPENDIX B **End Notes**

1. The Mission Statement of TVMWD was updated and unanimously approved by the Board of Directors at its September 19, 2012 meeting by *Motion Number. 12-09-4889*. The Vision Statement of TVMWD was updated as a part of the FY 20-21 Strategic Plan that was unanimously approved by the Board of Directors at its February 19, 2020 meeting by *Motion Number. 20-02-5265*. TVMWD Action Plan 2001-2002 adopted on September 19, 2001 and ratified again on February 22, 2003 and set forth the Objectives of the District, incorporated as Section 1.3 of this Policy Manual. The 2015 update of the Policy Manual changed the title of Section 1.3 from Objectives to Core Values.
2. California Water Code, Section 71000 et seq.
3. California Water Code, Section 71000 et seq.
4. These powers, whether currently exercised or latent, are generally authorized by the Municipal Water District Act (Ibid.)
5. Administrative Code, Metropolitan Water District of Southern California
6. Government Code Section 56000 et seq.
7. California Water Code Section 71276. Effective January 1, 2015 all resolutions and ordinances are adopted by roll call vote of the legislative body.
8. California Water Code Section 71260 and Water Code Section 71262
9. California Government Code Section 85300 and Government Code Section 3205(a); Water Code Section 71505; Election Code Section 10540 and Election Code Section 13307(c) and (e)
10. California Water Code Section 71505; California Election Code Section 10515
11. California Government Code Section 1780
12. California Water Code Section 71273 and Water Code Section 71340
13. California Government Code Section 54950 et seq.
14. California Government Code Section 81000 et seq.; Title 2, California Code of Regulations, Section 18109 et seq.
15. California Water Code Section 71255, Government Code Section 53232.2, Government Code Section 53232.3, Water Code Sections 20200, 20201, 20202, 20203, 20204, 20205, 20206 and 20207
16. California Water Code Section 71256; California Water Code – Appendix Section 109-51
17. California Government Code Section 3100

¹⁸ California Water Code Section 10610 et seq.

¹⁹ California Government Code Section 53601, Government Code Section 53601.1, Government Code Section 53630, and Government Code Section 53646 et seq.

²⁰ This section was renamed to Core Values during the CY 2015 update.

APPENDIX C **Policy Addendums**

This section includes policies that were adopted outside the normal cycle of policy review and approval and in a different format thereof as follows:

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DISTRIBUTION OF TICKETS AND PASSES – APPROVAL DATE 6/17/2015**SECTION 1: PURPOSE OF POLICY**

The purpose of this policy is to establish a fair and equitable process for the distribution of complimentary tickets or passes by TVMWD in compliance with the requirements of Section 18944.1 of the Fair Political Practices Commission Regulations. This policy is subject to all applicable Fair Political Practices Commission Regulations and the Political Reform Act, as now exist or may hereafter be added or amended, including, without limitation, definitions. (These regulations can be found at Title 2 of the California Code of Regulations and will be referred to as “FPPC Regulations.”)

SECTION 2: DEFINITIONS

Unless otherwise expressly provided herein, words and terms used in this policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code Sections 81000, et seq., as the same may from time to time be amended) and the FPPC Regulations (Title 2, Division 6 of the California Code of Regulations, Sections 18110 et seq., as the same may from time to time be amended).

- A. “TVMWD” shall mean and include the Three Valleys Municipal Water District, and any other affiliated agency created or activated by the Board of Directors of Three Valleys Municipal Water District, and any departments, committees, and commissions thereof.
- B. “TVMWD Official” shall mean every officer, agent and employee of TVMWD who is obligated to file an Annual Statement of Economic Interests (FPPC Form 700) under state law or TVMWD’s current Conflict of Interest Code.
- C. “TVMWD Venue” shall mean and refer to any facility owned, controlled or operated by TVMWD.
- D. “FPPC” shall mean and refer to the California Fair Political Practices Commission.
- E. “Immediate Family” shall mean and refer to the spouse and dependent children of a TVMWD Official. The term “spouse” includes registered domestic partners recognized by state law, and “dependent children” shall mean a child, including an adoptive child or stepchild, of a TVMWD Official who is under 18 years old and who the TVMWD Official is entitled to claim as a dependent on his or her federal tax return.
- F. “Policy” shall mean and refer to this policy regarding the *Distribution of Complimentary Tickets* pursuant to FPPC Regulation 18944.1.
- G. “Ticket” shall mean and refer to a “ticket or pass” as that term is defined in FPPC Regulation 18944.1, as amended from time to time, but which currently defines a “ticket or pass” as

admission to a facility, event, show or performance for an entertainment, amusement, recreational, or similar purpose.

SECTION 3: APPLICATION OF POLICY

- A. This policy shall be applicable to every officer, agent and employee of TVMWD who is obligated to file an FPPC Form 700 under state law or TVMWD's current Conflict of Interest Code.
- B. This policy governs the distribution of complimentary tickets received by TVMWD that are either:
 - 1. Gratuitously provided to TVMWD by an outside source;
 - 2. Acquired by TVMWD by purchase;
 - 3. Acquired by TVMWD as consideration pursuant to the terms of a contract for the use of a TVMWD Venue; or
 - 4. Acquired and distributed by TVMWD in any other manner.
- C. This policy does not apply to:
 - 1. Any other item of value provided to TVMWD or any TVMWD Official, regardless of whether received gratuitously or for which consideration is provided.
 - 2. Tickets directly provided to a TVMWD Official by a third party other than TVMWD.

SECTION 4: GENERAL PROVISIONS

- A. No Right to Tickets: The use of complimentary tickets is a privilege extended by TVMWD and not the right of any person to which the privilege may from time to time be extended.
- B. Limitation on Transfer of Tickets: Tickets distributed to a TVMWD Official pursuant to this policy shall not be transferred to any other person, except to members of such TVMWD Official's immediate family or no more than one guest solely for their attendance at the event. If a TVMWD Official transfers a ticket he or she has received from TVMWD to another person, as opposed to returning the ticket to TVMWD for redistribution, then the value of the ticket or tickets he or she transfers shall constitute a gift to him or her and shall be reportable as provided by the regulations of the FPPC.

- C. Prohibition Against Sale of or Receiving Reimbursement for Tickets: No person who receives a ticket pursuant to this policy shall sell or receive reimbursement for the value of such ticket.

SECTION 5: TICKET ADMINISTRATOR

- A. TVMWD delegates the authority to the general manager or his/her designee to be the ticket administrator for purposes of implementing the provisions of this policy.
- B. The ticket administrator shall have the authority, in his or her sole discretion, to establish procedures for the distribution of tickets in accordance with this policy. Such authority includes the power to distribute such a ticket to the general manager provided that doing so is otherwise consistent with this policy. All requests for tickets that fall within the scope of this policy shall be made in accordance with the procedures established by the ticket administrator.
- C. The ticket administrator shall determine the face value of tickets distributed by TVMWD for purposes of Section 6.A and 6.B of this policy.
- D. The ticket administrator, in his or her sole discretion, may revoke or suspend the ticket privileges of any person who violates any provision of this policy or the procedures established by the ticket administrator for the distribution of tickets.
- E. For the purpose of implementing this policy, and completing and posting the FPPC California Form 802, the ticket administrator shall be the “Agency Head”.

SECTION 6: CONDITIONS UNDER WHICH TICKETS MAY BE DISTRIBUTED

The ticket administrator may distribute complimentary tickets to TVMWD Officials under any one of the following conditions:

- A. TVMWD Official reimburses TVMWD for the face value of the ticket(s).
- B. TVMWD Official treats the ticket(s) as income consistent with applicable federal and state income tax laws and TVMWD reports the ticket as income on FPPC Form 802 pursuant to Section 10 of this Policy.
- C. The ticket is not earmarked by the outside source for a particular TVMWD Official, and the distribution of the ticket to, or at the behest of, TVMWD Official accomplishes or furthers one or more of the following public purposes:
 - 1. Performing a ceremonial role on behalf of TVMWD at an event.

2. Facilitating the performance of a ceremonial role by a TVMWD Official on behalf of TVMWD at an event, as part of one's job duties.
3. Promotion of intergovernmental relations and/or cooperation and coordination of resources with other governmental agencies, including, but not limited to, attendance at an event with or by elected or appointed public official from other jurisdictions, their staff members and their guests.
4. Promotion of TVMWD resources and/or facilities available to residents within TVMWD.
5. Promotion of TVMWD-run sponsored or supported community events, activities or programs.
6. To monitor and evaluate the value of TVMWD-run, sponsored or supported community events, activities or programs to TVMWD including but not limited to evaluation of the venue, quality of performances and compliance with TVMWD policies, agreements and other requirements.
7. Promotion and evaluation of events, activities or programs at TVMWD Venues, including but not limited to evaluation of the venue, quality of performances and compliance with TVMWD policies, agreements and other requirements.
8. Encouraging or rewarding significant academic or public service achievements by students, residents or businesses within TVMWD.
9. As an incident to the above public purposes, allowing for the immediate family of TVMWD Official to accompany TVMWD Official to events to accomplish any of the purposes listed in this policy.

SECTION 7: TICKETS DISTRIBUTED AT THE BEHEST OF A TVMWD OFFICIAL

- A. Tickets shall be distributed at the behest of a TVMWD Official only for one or more public purposes set forth in Section 6.C. above.
- B. If tickets are distributed at the behest of a TVMWD Official, such TVMWD Official shall not use one of the tickets so distributed to attend the event.

SECTION 8: OTHER BENEFITS

The distribution of tickets pursuant to this policy shall not constitute a "gift" to TVMWD Official receiving the ticket; however, other benefits, such as food or beverages or other gifts provided to

TVMWD Official that are not part of the admission provided by the complimentary ticket, will need to be accounted for as gifts if over the applicable dollar limit.

SECTION 9: EARMARKED TICKETS

If TVMWD receives tickets that are earmarked by the outside source for a particular TVMWD Official, the tickets are gifts to TVMWD Official individually, unless:

- A. TVMWD Official reimburses TVMWD for the tickets;
- B. TVMWD Official treats the tickets as income consistent with applicable federal and state income tax laws, and TVMWD reports the tickets as income on FPPC Form 802 pursuant to Section 10 of this Policy; or
- C. The tickets are returned unused to the outside source within 30 days of receipt.

SECTION 10: POSTING AND DISCLOSURE REQUIREMENTS

- A. This policy and Form 802 reports required by Section 18944.1 of the FPPC Regulations shall be posted on TVMWD's website.
- B. The distribution of tickets pursuant to this policy shall be documented by the preparation and certification of FPPC Form 802. Within thirty (30) calendar days of the distribution of a ticket, the ticket administrator shall prepare and certify a Form 802 and shall forward it to the FPPC for posting on the FPPC's website.
- C. Tickets distributed by TVMWD for which TVMWD receives reimbursement from TVMWD Official shall not be subject to the disclosure provisions set forth herein.

GIFT ACCEPTANCE POLICY – APPROVAL DATE 6/17/2015

SECTION 1: PURPOSE OF POLICY

TVMWD is committed to providing and maintaining an ethical work environment for its employees. This policy is intended to set forth the guidelines for ethical conduct to be followed by all employees regarding the acceptance of gifts.

SECTION 2: SCOPE

This policy applies to all employees. Any violation may result in disciplinary action up to and including termination of employment. If an employee has questions or needs clarification regarding this policy, the employee should check with the general manager. Exceptions to the gift acceptance policy may be made only with the permission of the general manager.

SECTION 3: STATEMENT OF POLICY

TVMWD's gift policy is a no-gift policy. To avoid a conflict of interest, the appearance of a conflict of interest, or the need for employees to examine the ethics of acceptance, TVMWD and its employees do not accept gifts from (current or potential) vendors, customers, or any other individual or organization. A **“gift” is anything of value (tangible or intangible) provided for which the donor has not received equal or greater consideration.** Gifts include – but are not limited to – meals, lodging, loans, cash, favorable terms or discounts on any product or service, services, equipment, prizes, products, transportation, use of vehicles, vacation or other facilities, stocks or other securities, tickets, gift certificates, gift cards, discount cards, memberships.

Employees are required to demonstrate TVMWD's commitment to treating everyone impartially. Employees are to practice and demonstrate equal treatment, unbiased professionalism, and non-discriminatory actions in relation to all individuals and organizations.

Employees should professionally inform individuals and organizations of this no-gift policy and the reason TVMWD has adopted the policy. If an employee or department receives a gift:

- If feasible, the gift is returned to the donor.
- If not feasible to return the gift, the gift must be raffled off to employees. Proceeds from the raffle will be donated to TVMWD's designated charity, SCWUA-Water for People. If employees are uninterested in the raffled item, the gift will be donated as determined by the general manager.
- Plants or flowers will be displayed in the lobby or the board room where all employees may enjoy their presence.
- Gifts of food will be placed in the kitchen to be shared with all staff.

SECTION 4: EXCEPTIONS

Many of the exemptions allowed per FPPC (Fair Political Practices Commission) Regulations are listed below. This list is only a summary, so please check with the general manager for clarification on each of these.

1. Return gift unused within 30 days
2. Deliver gift to a non-profit organization without claiming the gift as a tax deduction
3. Reimburse the donor for the fair market value of the gift
4. Gifts of informational material provided to assist in the performance of duties
5. Gifts from close family relatives
6. Campaign contributions
7. Plaques, awards or certificates
8. Home hospitality is hospitality provided by a donor in his/her home when the donor or member of his/her family is present
9. Gift exchange (other than a lobbyist) so long as not substantially disproportionate in value
10. Devise or inheritance
11. Inexpensive items (pens, bags, novelties, food, beverages, etc.) while attending conferences, seminars, et al. that are offered equally to all members of the public attending the event
12. Food, beverages, and moderately priced (<\$75) meals supplied and attended by current customers, partners, and vendors in the interest of building positive business relationships. This moderately priced entertainment is provided as part of a “working” meeting to benefit and advance positive working relationships and company interests. These activities are expected to be reciprocated by TVMWD in turn of equal value.
13. Exempted are tickets/passes to a facility, event, show or performance for an entertainment, amusement, recreational or similar purpose if the distribution of tickets is pursuant to TVMWD’s Policy on Distribution of Complimentary Tickets.

SECTION 5: LIMITATIONS

Gifts from a single source may not exceed \$500 in a calendar year for elected officials and employees whose designated positions are listed in TVMWD’s conflict of interest code.

SECTION 6: REPORTING

Regardless of whether a gift meets the definition of an exception, elected officials and employees whose designated positions are listed in TVMWD’s conflict of interest code may be required to report such gifts. Please refer to FPPC guidelines for reporting requirements, which can be found at www.fppc.ca.gov.

**POLICY FOR USE OF DISTRICT PROVIDED COMPUTER TABLET DEVICES –
APPROVAL DATE 6/17/2015**

The Three Valleys Municipal Water District shall establish a policy of providing the members of the board of directors and management staff with the equipment and technology needed to allow electronic delivery of agendas, reports and other material pertaining to items of business to be transacted or discussed at board meetings and other meetings attended by board members and management staff (users), and to allow for easier communication via e-mail.

Based upon cost estimates researched by staff, providing agendas and board meeting materials to the users electronically, for viewing on a computer tablet device (hereinafter “tablet”), would result in a cost savings to the district of approximately \$600 per year per recipient, by eliminating the preparation and distribution of individual paper packets of the meeting materials, and would improve the efficiency of providing information to the users.

The district shall provide a tablet to each user with appropriate software and internet access for the purpose of allowing agendas, agenda materials, reports and other materials (board packets), pertaining to business of the district to be transacted or discussed at meetings of the board. When the board packets are transmitted to the users electronically via email, staff shall not provide a “hard copy” printed version to the directors and management staff members.

A district-purchased tablet shall include sufficient capacity and features to meet the business needs of the users. The district shall purchase and install all software necessary for the devices to perform the functions required and shall provide maintenance and upgrades as necessary. The district shall arrange for and pay the cost of internet and e-mail service to the devices, and provide any and all IT services needed in connection with the use of the devices.

The district-provided tablets shall ensure compliance with the Ralph M. Brown Act, the Public Records Act and other laws pertaining to the use of public property. A policy agreement between the district and tablet users follows below.

TERMS AND CONDITIONS

SECTION 1: CUSTODY

The user identified below is a licensee with rights to utilize the Three Valleys Municipal Water District (“district”) computer tablet device and related accessories (hereinafter defined as “tablet”) during the term of this agreement, contingent upon all other terms and conditions stated herein. This agreement establishes the user’s right to use the subject tablet and shall in no way be construed to convey to user any ownership right in that tablet. The district provided tablet shall remain the property of the district and shall be used exclusively for district business.

SECTION 2: TERM

The term of this agreement shall begin upon the date signed and terminates upon the first to occur of:

- a. when the user's term as a director/employee of the district ends; or
- b. if the user decides to return the tablet to the district prior to the expiration or earlier termination of the user's term as a district director/employee; or
- c. if the district elects to terminate its Tablet User Program.

SECTION 3: GENERAL CONDITIONS FOR USE

The tablet resources are provided for use in the pursuit of district-related business and to reduce the paperwork, copying and delivery expenses the district incurs annually.

In order to avoid improper use of the district-provided tablet, the users will comply with the following rules for use:

- a. The tablet is to be used exclusively for district business and not for personal business, entertainment, personal communications, or other non-authorized purposes. Tablet use for personal business will subject the user to be taxed, according to the IRS.
- b. Users will be responsible for downloading the e-mailed board packets to their tablet and for bringing the devices with them to every meeting for which materials have been sent.
- c. Users shall not use the tablet in such a way as to cause the district to be charged for goods or services not previously authorized by the board.
- d. All programming, software and features on the tablet shall be supplied by the district for district purposes. Users shall not install software, download files or make any other alterations to the computer tablet devices for their own purposes or which are not expressly authorized by the district.
- e. Directors shall not use the tablets to communicate with other directors in violation of the Ralph M. Brown Act, including but not limited to communicating with a majority of the members of the board of directors on any matter which will be addressed by the board at a meeting, or which is within the subject matter jurisdiction of the board of directors which may become an item of business at a future board meeting. In general, directors should not communicate with other directors by e-mail. Communications regarding availability for meetings, requests for information and other matters which must be dealt with outside of meetings should be coordinated through the general manager, to avoid the appearance of a Brown Act violation.

SECTION 4: PRIVACY

During and after the term of this agreement, the user has no right of privacy as to any information or files maintained in or on the tablet or transmitted by or to, or stored on the tablet.

Any personal materials, software, applications, Apps, pictures, emails, etc., that remain on the tablet after it is returned to the district., and any right to privacy of such items, to the extent it may exist, will be forfeited.

Unless otherwise exempted, all information provided electronically to the users shall constitute public records and shall be provided by the district to any person requesting a copy of such information, in the same electronic format as provided to the users, or at the option of the person requesting the records, in hard copy format, upon payment of the copying costs. Notwithstanding the foregoing, material transmitted with a board packet which pertains to a closed session item on the agenda, or which is otherwise exempt from disclosure under the Public Records Act, shall not become disclosable by virtue of transmission to the users by electronic means, unless and until such time as the material becomes subject to disclosure under the Public Records Act. Users receiving non-disclosable material by electronic means shall not forward or disclose such material to any other person without the authorization of the board of directors.

All communications using the tablets are public records subject to review by district staff, for purposes of determining their status under the district's Records Retention Policy. Communications and information contained on the tablets shall be retained by the district for a period of six months, or until a determination has been made that the item is not a record to be retained under the Records Retention Policy, in which case it may be deleted from the district's electronic files. Users may delete any unnecessary files on the devices provided a copy is available in the district's electronic files.

SECTION 5: MAINTENANCE AND REPAIR

The user shall keep the tablet and all software in good working order and condition. If repairs are necessary, the tablet and software shall be repaired by the district, or another entity designated and approved by the general manager. All software, applications and Apps loaded onto the tablet shall be properly licensed and shall not consist of pirated or illegal materials.

The users shall have possession of the tablet for their use for district business and shall be subject to returning the device to the district at any time as requested by the general manager for periodic maintenance, upgrades and service.

SECTION 6: TERMINATION AND RETURN OF TABLET

Upon the termination of this agreement or expiration of the term specified in SECTION II above, the user will, within three business days of such termination or expiration, return the tablet and any accompanying accessories to the district, as originally provided by the district, in its original condition. Ordinary wear and tear expected.

SECTION 7: THEFT OR LOSS

The users shall be responsible for the care and safekeeping of the tablets in their possession and shall reimburse the district for the cost of replacing a device that is damaged due to negligence or misuse.

Users are required to create a pin code on their tablet in order to safeguard access and content. The district shall bear the risk of theft or loss of the tablet, as long as the user exercises due care to protect and safeguard the tablet during the term of this agreement. However, the district makes no warranties of any kind and will not be responsible for any damages whatsoever which users may suffer arising from or related to their use of any district electronic information resources, whether such damages be incidental, consequential, or otherwise, or whether such damages include loss of data resulting from delays, non-deliveries, mistaken deliveries, or service interruptions whether caused by either the district's negligence, errors, or omissions.

The district may obtain insurance to cover loss or damage to the computer tablet devices if it is economically advantageous to do so.

SECTION 8: ENFORCEMENT

This policy is intended to be illustrative of the range of acceptable and unacceptable uses of the tablet, including internet and e-mail usage, and is not necessarily exhaustive (*refer to the district's Internet & Email Policy, revised 04/23/13*). Questions about specific uses should be directed to the general manager. Alleged or suspected violations of this policy and violations thereof may result in loss of tablet use. Any user violating these provisions or applicable local, state, or federal laws is subject to immediate loss or restrictions of tablet privileges and additional disciplinary actions, up to and including criminal prosecution for any individual user and/or termination of employment from the district. The district's general manager shall be responsible for the manner in which this policy will be implemented, including the monitoring of use thereof, and the archiving of information stored and retained in connection therewith.

SECTION 9: CONSENT

As a condition of this policy, all district tablet users must acknowledge that all district-issued tablets are the property of the district, and therefore, they should not consider any activity to be private, as specified in Section IV above. Users of a district-issued tablet must sign the consent form attached hereto within fifteen (15) days of receiving a copy of this policy. Prior to obtaining a tablet provided by the district, directors/employees must sign and return the consent form provided. By signing the consent form, the user acknowledges that they have received a copy of the policy, read it, and understand the district's policy and the potential penalties for non-compliance.

TABLET POLICY – CONSENT FORM

I acknowledge that a TVMWD-issued tablet is the property of the district, and therefore, I should not consider any activity to be private.

By signing the consent form, I acknowledge that I have received a copy of this policy and agree to read it, and understand the district’s policy and the potential penalties for non-compliance.

Signature

Date

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EMAIL ACCEPTABLE USE POLICY

SECTION 1: PURPOSE

Email is a critical mechanism for business communications at the District. Use of the District's electronic mail systems and services must be used with respect and in accordance with the policies of the District.

SECTION 2: SCOPE

This policy applies to all email systems used at the District offices and remote locations. This policy applies to all email account holders, District employees, Board Members, and those working on behalf of the District.

SECTION 3: POLICY

- A. Email access at the District is controlled through individual accounts and passwords. Each user of the District's email system is required to read and sign a copy of this policy prior to receiving an email access account and password. It is the responsibility of the employee to protect the confidentiality of their account and password information in accordance with the Password Policy.
- B. All employees of the District will receive an email account. Email accounts will be granted to those working on behalf of the District on a case-by-case basis. Access will be terminated when the employee or third party terminates their association with the District, unless other arrangements are made.
- C. Email users are responsible for mailbox management, including organization and cleaning.
- D. Email users are expected to remember that email sent from the District's email accounts reflects on the District. Please comply with normal standards of professional courtesy and conduct as emails are subjected to the public records request act.
- E. Email users will not automatically forward incoming emails to accounts outside the control of the District.
- F. The District email systems and services are not to be used for purposes that could be reasonably expected to strain storage or bandwidth (e.g. emailing large attachments instead of pointing to a location on a shared drive).
- G. Email use at the District will comply with all applicable laws, all District policies, and all District contracts. Use in a manner that is not consistent with the mission and values of the District, misrepresents the District, or violates any District policy is prohibited.
- H. The following activities are deemed inappropriate uses of the District email system and services and is strictly prohibited. Inappropriate use includes, but is not limited to:

1. Use for illegal or unlawful purposes, including copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, and computer tampering (e.g. spreading of computer malware).
 2. Viewing, copying, altering, or deletion of accounts or files belonging to the District or another individual without authorized permission.
 3. Opening email attachments from unknown or unverified sources. Emails are a common source of computer malware and should be treated with caution.
 4. Sharing account passwords with another person or attempting to obtain another person's account password.
 5. Excessive personal use of the District resources.
 6. The District prohibits personal use of its email system and services for unsolicited mass mailings, non-District commercial activity, political campaigning, and dissemination of chain letters.
- I. The email system and services used are owned by the District and are therefore its property. This gives the District the right to monitor any and all email traffic passing through its systems. This monitoring may include, but is not limited to, inadvertent reading by IT staff during the normal course of managing the email systems, review by the legal counsel, observation by management in cases of suspected abuse, or to monitor employee efficiency.
- J. Emails that are retained in electronic folders or in hard copy and are not intended for temporary purposes may be public records and should follow the District's retention schedule in terms of how long the records may be kept pursuant to legal requirements.
- K. All incoming, sent, and deleted emails will be automatically deleted in accordance with record retention policy and legislative requirements. Emails that serve a useful business purpose can be preserved by manually moving the email to a subfolder of the mailbox.
- L. Use extreme caution when communicating confidential or sensitive information via email as this is not considered a secure means of communication. Keep in mind that all email messages sent outside of the District become the property of the receiver.
- M. Any allegations of misuse should be promptly reported to the Human Resources Manager. If you receive an offensive email, do not forward, delete, or reply to the message.
- N. Truly sensitive communications should be conducted through paper-based correspondences or in-person meetings. Employees are prohibited from sending personal identifiable information such as credit card information, banking information, driver's license numbers, social security numbers, and other sensitive information through the District's email.
- O. Email users must seek approval from the Chief Operations Officer prior to sending email with sensitive content related to the District's operational technology that include infrastructure maps, process control system (PCS), supervisor control and data acquisition (SCADA) system,

video monitoring system, physical security systems, cybersecurity information, and any other system that could possibly reveal vulnerabilities, or otherwise increase the potential for an attack on systems of the District.

SECTION 4: NON-COMPLIANCE

Violations of this policy may result in disciplinary action up to and including termination.

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INTERNET ACCEPTABLE USE POLICY

SECTION 1: PURPOSE

The goal of this policy is to outline appropriate and inappropriate use of District Internet resources, including the use of browsers, file uploads and downloads, and voice communications.

SECTION 2: SCOPE

The Internet Acceptable Use Policy applies to all employees, Board Members, and those working on behalf of the District regardless of employment status.

Internet access at the District is controlled through individual accounts and passwords. The Information Technology Manager is responsible for defining appropriate Internet access levels for the people in their department.

SECTION 3: ACCEPTABLE USE

- A. Individuals at the District are encouraged to use the Internet to further the goals and objectives of the District. The types of activities that are encouraged include:
1. Communicating with fellow employees, business partners of the District, and the public within the context of an individual's assigned responsibilities.
 2. Acquiring or sharing information necessary or related to the performance of an individual's assigned responsibilities.
 3. Participating in educational or professional development activities.
 4. Only approved IM services by the Information Technology Manager shall be installed and used on the District's network. Free IM services commonly used within the consumer market are not approved or supported by the IT department.

SECTION 4: UNACCEPTABLE USE

- A. Individual Internet use will not interfere with others' productive use of Internet resources. Users will not violate the network policies of any network accessed through their account. Internet use at the District will comply with all Federal and State laws, all District policies, and all District contracts. This includes, but is not limited to, the following:
1. Individuals may not view, copy, alter, or destroy data, software, documentation, or data communications belonging to the District or another individual without authorized permission.
 2. The Internet may not be used for illegal or unlawful purposes, including, but not limited to, copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, illegal gambling, soliciting for illegal pyramid schemes, and computer tampering (e.g. spreading computer viruses).
 3. The Internet may not be used in any way that violates District policies, rules, or administrative orders including, but not limited to, Social Media Policy, Email and Instant Messaging Acceptable Use Policy, any applicable code of conduct policies, etc.

Use of the Internet in a manner that is not consistent with the mission and values of the District, misrepresents the District, or violates any District policy is prohibited.

4. Individuals should limit their personal use of the Internet. The District allows limited personal use for communication with family and friends, independent learning, and public service.
5. The District prohibits use for mass unsolicited mailings, access for non-employees to District resources or network facilities, uploading and downloading of files for personal use, access to pornographic sites, gaming, competitive commercial activity, and the dissemination of chain letters.
6. Individuals may not establish company computers as participants in any peer-to-peer network, unless approved by the Information Technology Manager.
- 7.
8. In the interest of maintaining network performance, users should not send unreasonably large electronic mail attachments or video files not needed for business purposes.
9. Employees of the District will treat all other individuals, clients, employees, etc. they interact with in any virtual, online forum or network capacity, in accordance with District values, District policies, and basic business social decorum.

SECTION 5: SECURITY

- A. For security purposes, users may not share account or password information with another person. Internet accounts are to be used only by the assigned user of the account for authorized purposes. Attempting to obtain another user's account password is strictly prohibited. A user must contact the help desk to obtain a password reset if they have reason to believe that any unauthorized person has learned their password. Users must take all necessary precautions to prevent unauthorized access to Internet services.

SECTION 6: MONITORING AND FILTERING

- A. The District may monitor any Internet activity occurring on District equipment or accounts. The District currently does employ filtering software to limit access to sites on the Internet. If the District discovers activities that do not comply with applicable law or District policy, records retrieved may be used to document the wrongful content in accordance with due process.

SECTION 7: NON-COMPLIANCE

Violations of this policy may result in disciplinary action up to and including termination.

PASSWORD POLICY

SECTION 1: PURPOSE

Passwords are the primary form of user authentication used to grant access to District information systems. To ensure that passwords provide as much security as possible, they must be carefully created and used. Without strict usage guidelines, the potential exists that passwords will be created that are easy to break, thus allowing easier illicit access to the District's information systems, and thereby compromising the security of those systems.

It is the intent of the District to protect all its resources. These resources include computer hardware, software, data, and all computer related items. This document will set forth the policy of maintaining logical security, protecting the software and utilization of systems by persons with legitimate access rights.

SECTION 2: SCOPE

The Password Policy applies to all information systems, information components, and to all user account holders, District employees, and those working on behalf of the District.

SECTION 3: POLICY

- A. Passwords will have a maximum lifespan determined by the Information Technology Manager.
- B. Passwords may not be reused. Reuse includes the use of the exact same password or the use of the same root password with appended or pre-pended sequential characters.
- C. Passwords are to be used and stored in a secure manner. As such, passwords are not to be written down or stored electronically in plain text. Passwords are to be obscured during entry into information system login screens and are to be transmitted in an encrypted format.
- D. Passwords are to be individually owned and kept confidential and are not to be shared under any circumstances.
- E. Vendor supplied default passwords must be changed prior to installing a system on the network.
- F. Information Technology professionals or system account credentials for non-console administrative access must be encrypted using technologies such as SSH, VPN, or SSL/TLS. Encryption technologies must include the following:
 - 1. Must use strong cryptography, and the encryption method must be invoked before the administrator's password is requested.
 - 2. System services and parameter files must be configured to prevent the use of telnet and

other insecure remote login commands.

3. Must include administrator access to web-based management interfaces.
4. Use vendor documentation and knowledge of personnel to verify that strong cryptography is in use for all non-console access and that for the technology in use it is implemented according to industry best practices and vendor recommendations.

DRAFT

SOCIAL MEDIA POLICY

The Internet has become an accessible and powerful means of public communication, including through Social Media. Social Media as used in this policy includes e-mail, chat rooms, websites, blogs, and wikis (whether maintained by the employee or by a third party), and social networking sites including but not limited to Facebook, Twitter, LinkedIn and others. TVMWD respects the right of employees to use these vehicles of self-expression and communication.

TVMWD expect and insist, however, that our employees' use of Social Media be confined to non-work time and to employees' own electronic equipment. We do not permit employees to use Social Media during work time or on Company equipment. We also expect and insist that employees' use of Social Media does not damage TVMWD, its customers or the working environment. Employees should observe the following guidelines to ensure that their public activities on Social Media do not conflict with their responsibilities to TVMWD.

First and foremost, be thoughtful and exercise good judgment in how you present yourself online. If you identify yourself as a TVMWD employee or your affiliation with TVMWD is well known, what you say could have an impact TVMWD, our employees and customers. Be aware that posting inappropriate information or content on Social Media potentially brings disrepute either to TVMWD or to you in your capacity as a TVMWD employee. Because Social Media typically is public space, we request that you be respectful to TVMWD, our employees, supervisors, General Manager, Board of Directors, customers, partners and affiliates.

Our strong preference is that you do not discuss TVMWD or TVMWD-related matters in any Social Media. However, if you choose to do so, note the following:

- Employees whom choose to identify themselves as a TVMWD employee in Social Media, you are expected to also make clear to your readers that the views you express do not necessarily reflect the views of TVMWD, by posting a disclaimer in a prominent place (e.g., "The views expressed are mine alone and do not necessarily reflect the views of the Three Valleys Municipal Water District.")
- Employees may not disparage TVMWD.
- Respect your audience and your coworkers. If you have disagreements or problems with TVMWD your fellow employees, supervisors, General Manager, Board of Directors, customers, partners, or vendors, you are prohibited from engaging in personal attacks.
- If you are unsure whether it is appropriate to post certain information, please check with a member of the Management Team or Human Resources.

When using Social Media, use good judgment. Be aware that there may be consequences to what you post or publish online. These consequences may include discipline up to and including termination of employment if the conduct violates TVMWD rules or policies, or if TVMWD

determines that your posting or publication is not legally protected and harms (or has the potential to harm) TVMWD interests and obligations.

DRAFT

DISTRICT-ISSUED CELL PHONES FOR DIRECTORS - POLICY

SECTION 1: PURPOSE

The goal of this policy is to outline appropriate use of District-issued cellular phones for use by Directors.

SECTION 2: SCOPE

The District-Issued Cell Phones For Directors Policy applies to any Director who wishes to have a District issued cell phone for District business.

The Information Technology Manager is responsible for administering the District cell phones.

SECTION 3: POLICY

1. The District shall provide a cellular phone and District-paid cellular phone service for the use of the any Director that requests a District cell phone. Issuance of District cell phones to Directors is voluntary only. All cellular phones provided at District expense shall remain property of the District and Directors shall carry such phones for use on District business.
2. The General Manager shall select and contract for those cellular services necessary for District purposes, including text and internet service to the extent required for communications likely to be required in carrying out the Director's duties. In addition, the General Manager shall select a calling plan and services which provides the Director's with services reasonably necessary, including, if available at a cost-effective price, unlimited minutes and text messaging within the continental United States.
3. The Directors shall not use District-provided cellular phones or cellular service in any manner which results in additional charge to the District, over and above the cost of the cellular service plan provided by the District, including international calls, or phone, text or internet sites which charge a fee through the cellular phone service provider.
4. The purpose of providing District-paid cellular phones and service to Directors is to meet the needs of the District for communication in connection with District business. The personal use of the cellular service by the Director is prohibited. The Director shall return the cellular phone to the District upon leaving office.
5. The initial purchase cost of the cell phone shall be paid for from that Director's annual travel expense budget. The monthly cellular service fees and charges shall be paid for from that Director's annual travel expense allowance on a monthly basis. Insuring the cell phone for loss or damage shall be mandatory and included in the monthly fees and charges.
6. Directors assigned a TVMWD-owned cell phone are responsible for its safekeeping, maintenance, and proper use, and are required to take appropriate precautions to prevent the loss,


theft, damage, and unauthorized access to said communication technology device or cell phone. Loss, theft, or damage of a TVMWD-owned cell phone shall be immediately reported to the General Manager.

DRAFT



Board of Directors Staff Report

To: TVMWD Board of Directors

From: Matthew H. Litchfield, General Manager 

Date: February 3, 2021

Subject: **Consider Agreement for Operation and Maintenance of Miramar Water Treatment, Water Transmission and Hydroelectric Generating Facilities**

<input type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	\$
<input checked="" type="checkbox"/> Information Only	<input type="checkbox"/> Funds Budgeted:	

Staff Recommendation:

No Action Necessary – Informational Item Only

Discussion:

In October of 1984, Three Valleys Municipal Water District (“TVMWD”), Southern California Water Company (now Golden State Water Company “GSWC”), and the City of La Verne (“La Verne”) entered into an agreement titled *Agreement for the Construction, Operation and Maintenance of Miramar Water Treatment, Water Transmission, and Hydroelectric Generating Facilities* (“Miramar Agreement”) in response to the need for a supplemental, reliable, energy efficient source of treated water for present and future needs of the Partners. Soon after, construction of the Miramar Treatment Plant commenced, and the plant was placed into operation in 1986.

In April of 1991, TVMWD and GSWC entered into an additional agreement titled *Agreement for Capital Improvement for Construction, Operation, and Maintenance of a new 8 million-gallon (MG) Reservoir No. 2 Project* (“Reservoir 2 Agreement”). Construction of Reservoir No. 2 was completed and placed into operation soon thereafter.

TVMWD, GSWC, and La Verne acknowledge and agree that all original construction activities associated with the Miramar Agreement and the Reservoir 2 Agreement have been completed and that the provisions in the original Miramar Agreement and the Reservoir 2 Agreement related to the responsibilities of each Party during the construction of the Miramar System and Reservoir No. 2 are no longer valid or in force. The Partners agree that a new agreement that addresses current operations and maintenance activities is long overdue.

Attached as **Exhibit A** is a draft agreement negotiated by the Partners titled *Agreement for Operation and Maintenance of Miramar Water Treatment, Water Transmission and Hydroelectric Generating Facilities*, also referred to as “Miramar 2.0 Agreement”.

The Partners goals and objectives for Miramar 2.0 Agreement is to memorialize the capacity rights for the Partners at the nominal capacity of 30 cubic feet per second (“cfs”) and memorialize the service area for GSWC to include service areas for both GSWC-Claremont and GSWC-San Dimas. In addition, GSWC wishes to memorialize their peaking capacity rights from Reservoir No. 2. Lastly, the Partners agree that the execution of the Miramar 2.0 Agreement will terminate the original Miramar Agreement and the Reservoir 2 Agreement and restate the respective rights and duties of the Partners concerning the operation and maintenance of the Miramar System.

GSWC has indicated they are prepared to execute the agreement and the City of La Verne City Council approved the Miramar 2.0 Agreement on January 19, 2021. Staff is requesting that the Board direct staff to bring the Miramar 2.0 Agreement to a future board meeting for execution.

Strategic Plan Objective(s):

- 2.1 - Increase Miramar Treatment Plant deliveries to 60% - 70% of available capacity
- 3.3 – Be accountable and transparent with major decisions
- 3.5 – Ensure that all of the region’s local government policy makers understand TVMWD’s role in the delivery of water
- 4.4 - Align agreements to current business practices

Attachment(s):

Exhibit A – Agreement for Operation and Maintenance of Miramar Water Treatment, Water Transmission and Hydroelectric Generating Facilities (Draft).

Meeting History:

November 4, 2020 – Informational Item

NA/ML

AGREEMENT FOR OPERATION
AND MAINTENANCE OF MIRAMAR WATER
TREATMENT, WATER TRANSMISSION,
AND HYDROELECTRIC GENERATING FACILITIES

This Agreement is by and between THREE VALLEYS MUNICIPAL WATER DISTRICT, a Municipal Water District organized and existing pursuant to Section 71000 et seq. of the California Water Code (“TVMWD” herein), the CITY OF LA VERNE, a California general law city (“LA VERNE” herein), and GOLDEN STATE WATER COMPANY (formerly known as Southern California Water Company), a California corporation (“GSWC” herein). LA VERNE and GSWC are each referred to as “Partner” and jointly referred to as “Partners” herein. TVMWD, LA VERNE, and GSWC are each referred to as “Party” and jointly referred to as “Parties” herein.

RECITALS:

A. On or about October 5, 1984, the Parties hereto entered into an Agreement for Construction, Operation and Maintenance of Miramar Water Treatment, Water Transmission, and Hydroelectric Generating Facilities (“Miramar Agreement”) in response to the need for a

supplemental reliable, energy efficient source of treated water for present and future needs of Partners.

B. On or about April 26, 1991, TVMWD and GSWC entered into an Agreement for Capital Improvement for construction, operation, and maintenance of a new 8 million-gallon (MG) Reservoir No. 2 Project (“Reservoir 2 Agreement”).

C. The Parties acknowledge and agree that all original construction activities associated with the Miramar Agreement and the Reservoir 2 Agreement have been completed and that the provisions in the Miramar Agreement and the Reservoir 2 Agreement related to the responsibilities of each Party during the construction of the Miramar System and Reservoir No. 2 (as defined below) are no longer valid or in force.

D. The Parties further acknowledge that TVMWD is a member agency of the Metropolitan Water District of Southern California (“MWD”) and TVMWD will operate the Metropolitan Service Connections (specifically PM-21) in accordance with applicable provisions of MWD’s Administrative Code.

E. The Parties acknowledge the Agreement is not intended or expected to change the current practice of charging a single rate for treated water deliveries.

F. The Partners acknowledge and agree that they are member agencies of TVMWD and are therefore subject to all policies adopted by the TVMWD Board of Directors.

G. The intent of the Agreement is to memorialize the capacity rights for the Partners at the nominal capacity of 30 cubic feet per second (“cfs”) and memorialize the service area for GSWC includes service areas for both GSWC-Claremont and GSWC-San Dimas.

H. This Agreement memorializes that the Partners can deliver water to their service areas that are within TVMWD’s service area.

I. The Parties further acknowledge and agree that the Parties have paid in full, individually and collectively, all debt that was encumbered under the Miramar Agreement and Reservoir 2 Agreement, and that there are no outstanding bonds, certificates of participation, and/ or loans that remain to be paid in association with the Miramar System or Reservoir No. 2 (as defined below); and

J. The Parties wish by execution of this Agreement to terminate the Miramar Agreement and the Reservoir 2 Agreement and restate the respective rights and duties of the Parties concerning the operation and maintenance of the Miramar System (as defined below).

COVENANTS:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereof, the Parties hereto do agree as follows:

SECTION I EFFECTIVE DATE; EFFECT; TERM.

A. EFFECTIVE DATE.

This Agreement must be executed by each Party before it is binding on any Party. TVMWD shall be the last Party to execute this Agreement, which shall become effective on the date executed by TVMWD ("Effective Date").

B. EFFECT.

As of the Effective Date, this Agreement shall supersede the Miramar Agreement and the Reservoir 2 Agreement, which are hereby expressly terminated by mutual consent of the Parties. In the event of any inconsistency between the provisions of this Agreement and any prior contracts between and/ or among any of the Parties regarding the Miramar System or Reservoir No. 2 (as defined below), the provisions of this Agreement shall control.

C. TERM.

Unless earlier terminated, extended, and/ or amended in accordance with the provisions hereof, the term of this Agreement shall commence on the Effective Date and continue so long as the Miramar System remains in an operational capacity. (“Term”).

SECTION II DEFINITIONS.

A. MIRAMAR SYSTEM

The “Miramar System” means the Miramar Water Treatment, Water Transmission and Hydroelectric Generating Facilities as depicted in Exhibit A hereof and incorporated herein by this reference. Additionally, the Miramar System includes any future metered service connections, Repairs and Replacements and/ or Capital Improvements.

B. RESERVOIR NO. 2.

“Reservoir No. 2” means the 8 MG Finished Water Reservoir constructed to address GSWC peak water demands. Reservoir No. 2 is inclusive of the Miramar System.

C. PUMPBACK FACILITIES.

The “Pumpback Facilities” means the facilities as depicted in Exhibit B hereof and incorporated herein by this reference.

D. HYDRO UNITS.

The “Hydro Units” means the hydroelectric generating facilities as depicted in Exhibit C hereof and incorporated herein by this reference.

E. WELLS.

The “Wells” means the groundwater production wells as depicted in Exhibit D hereof and incorporated herein by this reference.

F. CAPACITY.

For purposes of this Agreement, “Capacity” means the right to purchase and receive a specific amount or percentage of the flow of water available through the Miramar System; provided, however, said right shall be subject to availability of water supplies. Each Partner is entitled to an equal share of capacity up to 30 cfs of combined flow. All flow above 30 cfs is delivered at the sole discretion of TVMWD.

G. REPAIRS AND REPLACEMENTS.

For purposes of this Agreement, “Repairs and Replacements” means those modifications to the Miramar System that are not a Capital Improvement.

H. CAPITAL IMPROVEMENTS.

For purposes of this Agreement, “Capital Improvements” means modifications to the Miramar System that enhance or expand its operation.

SECTION III OWNERSHIP; CAPACITY; AVAILABLE FLOW.

A. OWNERSHIP.

The Miramar System shall be owned, operated and maintained by TVMWD. TVMWD shall hold clear and unencumbered title in and to the Miramar System and shall have all rights to operate the Miramar System, including flows and reservoir levels, subject to the capacity rights of the Partners.

B. CAPACITY.

1. The design capacity of the Miramar System is thirty (30) cfs. The Parties acknowledge that the actual capacity of the Miramar System may vary depending on many factors, including but not limited to availability of water from MWD, water quality concerns, and maintenance and repair activities.

2. LA VERNE shall be allocated a nominal capacity of up to fifteen (15) cfs of available Capacity from the Miramar System.

3. GSWC shall be allocated a nominal capacity of up to fifteen (15) cfs of available Capacity from the Miramar System.

4. The Capacity of each Partner must be used within the Partner's service areas.

5. Each Partner shall have the right to the use of its Capacity, provided it is not in default.

6. All water shall be withdrawn from the Pipeline at metered service connections as provided for and in the manner as set forth in this Agreement.

C. SHARE OF AVAILABLE FLOW.

1. At such times when the capacity of the Miramar System is fully subscribed, Partners shall be entitled to a share of the available flow not exceeding 30 cfs of combined flow.

2. At such times when the capacity of the Miramar System is not fully subscribed, each Partner shall have the right to exceed its respective Capacity by purchase of water from the Miramar System at the then current Water Rate.

3. Water from the Miramar System may be sold by TVMWD to agencies other than the Partners. The water sold to other agencies is on an interruptible basis when flow is available in excess of the then-demands of the Partners, provided the Partners demands are less than a combined 30 cfs.

4. This Agreement recognizes the right of GSWC to temporarily increase flow from the Miramar System to meet the peak daily demands of GSWC's system. This right to meet peak daily demands does not supersede La Verne's 15 cfs capacity right.

5. The Partners agree that operational situations may occur that are outside the consideration of this Agreement. These situations could be, but are not limited to, emergency situations, fires, earthquakes, or other scenarios. The Partners agree to work collaboratively to achieve and maintain reliable water deliveries.

D. ASSIGNMENT OF CAPACITY.

Each Partner may temporarily assign part or all its Capacity up to 15 cfs to another TVMWD Member Agency. Each assignment shall receive the prior written consent by TVMWD and the other Partner.

SECTION IV OPERATION AND MAINTENANCE.

A. TVMWD TO OPERATE AND MAINTAIN.

1. TVMWD shall manage, operate, and maintain the Miramar System.
2. TVMWD shall control all devices, meters, and valves appurtenant to the

Miramar System. The costs of operation and maintenance of the Miramar System shall be borne by TVMWD.

3. Subject to the provisions of this Agreement, TVMWD shall not be impaired from exercising its rights, powers and duties as a Municipal Water District under law and as set forth in the Water Code of the State of California.

4. The Board of Directors of TVMWD shall determine all matters of policy concerning the Miramar System and TVMWD's General Manager shall be responsible for the management, operation and maintenance of the Miramar System, subject to the provisions of this Agreement and applicable law.

5. In the event of an emergency, TVMWD may, without notice, take such action as it deems necessary to prevent damage to persons or property.

B. WATER RATES AND CHARGES.

1. TVMWD shall establish rates and charges necessary to manage, operate and maintain the Miramar System and other TVMWD operations, including Repairs and Replacements and Capital Improvements. Rates and charges shall be determined by TVMWD's Board of Directors via resolution.

2. The Partners shall each pay the applicable rates and charges as established by TVMWD for all member agencies for water purchases.

SECTION V EXTRAORDINARY PROJECT ACTIVITIES.

A. REPAIRS AND REPLACEMENTS.

1. TVMWD shall administer and make all Repairs and Replacements.
2. The cost of Repairs and Replacements shall be paid by TVMWD and included in its annual budget, to be recovered through its annual rates and charges.
3. In the event of an emergency, TVMWD is authorized to cause Repairs or Replacements to be made in order to preserve the continuous operation of the Miramar System.
4. All Repairs or Replacements shall be consistent with sound engineering, construction, and operating practices.

B. CAPITAL IMPROVEMENTS.

TVMWD, in the exercise of its sole discretion, may undertake Capital Improvements, provided that such Capital Improvements do not impact the capacity rights of the Partners.

SECTION VI DEFAULT; REMEDIES.

A. DEFINITION OF DEFAULT BY PARTNER.

A default by a Partner shall be a failure to make any rate or charge payment required hereunder within thirty (30) days from the date such payment is due, or any failure to comply with or perform any other terms, covenants, or conditions hereof for a period of thirty (30) days after written notice thereof from TVMWD to the Partner.

B. TVMWD'S REMEDIES ON DEFAULT BY PARTNER.

If a Partner should fail to remedy any default with all reasonable dispatch, then TVMWD shall have the right, at its option, without any further demand or notice, to pursue any one or all of the remedies available to TVMWD under its rules and regulations.

C. DEFINITION OF DEFAULT BY TVMWD.

1. A default by TVMWD shall be the intentional and willful failure or refusal of TVMWD to provide water from the Miramar System to any Partner, provided such failure or refusal is not due to or the result of any of the following: unavailability of water from MWD; physical defects or operational failure of the Miramar System; required operation and maintenance activities; riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, wind, landslides, and fire, or labor disputes or other catastrophic events beyond the reasonable control of TVMWD; or compliance with any order or directive of a court of competent jurisdiction or of any Federal, State or local government agency exercising applicable jurisdiction over TVMWD, the operation of the Miramar System, or the quality or quantity of water produced therefrom.

2. "Default by TVMWD" does not include the exercise of any right and authority of TVMWD to terminate the Capacity of a Partner on account of default by such Partner.

D. PARTNERS REMEDIES ON DEFAULT BY TVMWD.

For any financially calculable losses incurred by a Partner as a result of default by TVMWD, the Partner shall submit a claim to TVMWD to be reviewed and approved by the TVMWD Board of Directors for payment.

E. ALL OTHER REMEDIES IN LAW AND EQUITY AVAILABLE.

The Parties agree that the remedies set forth herein are not exclusive, and any one or all or other remedies provided by law or equity may be exercised against a defaulting Party.

F. ATTORNEYS FEES AND COSTS TO PREVAILING PARTY.

Should any Party commence an action to enforce the provisions of, or actions arising out of, this Agreement, then such Party that prevails in that action, proceeding, or suit shall be entitled to recover reasonable attorneys fees, costs, expert witness fees, consultant's fees and testing fees in connection therewith, including such fees for prosecuting, defending any appeal, or incurred in any supplemental proceeding, until judgment is satisfied in full.

SECTION VII DISPUTE RESOLUTION.

Except as specifically provided herein to the contrary, if any dispute shall arise among any of the Parties regarding the Miramar System, or otherwise arising out of or related to this Agreement, and if such dispute cannot be settled by conference among the Parties within a period of thirty (30) consecutive calendar days after such dispute arises, or within such additional time as the Parties may agree upon, in writing, then such dispute shall be submitted

to mediation for possible resolution prior to any Party initiating legal action in a court of competent jurisdiction under the terms of this Agreement.

SECTION VIII NOTICE.

A. PRESENTATION.

Any notice or written approval to be given under this Agreement shall be given by personal delivery to the Parties or by addressing it as set forth below, depositing it in any United States Post Office, Registered or Certified mail, postage prepaid, and effective two days after the date of deposit.

B. ADDRESS.

Notice or written approval shall be addressed as follows:

Three Valleys Municipal Water District
1021 E. Miramar Avenue
Claremont, California 91711

City of La Verne Public Works Department
City Hall
3660 "D" Street
La Verne, California 91750
Attn: Public Works Director

Golden State Water Company
630 East Foothill Blvd.
San Dimas, California 91773
Attn: President

C. CHANGE.

Any Party may change its address for notices or written approvals by written notice to the other Parties.

SECTION IX INDEMNIFICATION AND INSURANCE.

A. INDEMNIFICATION.

Neither TVMWD nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water from the Miramar System after such water has been delivered to a Partner; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage handling, use, disposal, or distribution of such water beyond the point of such delivery; and the Partner to which such water was delivered shall indemnify and hold harmless TVMWD and its officers, agents, and employees from any such damage or claims of damages, and shall reimburse TVMWD for costs of repair of the Miramar System and other damages resulting from the operations of said Partner. Neither the Partners

nor any of their respective officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water from the Miramar System prior to such water being delivered to said Partners; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water prior to its delivery to said Partners, excepting, however, claims by TVMWD for costs of repair to the Miramar System and other damages resulting from the operations of a Partner or Partners; and TVMWD shall indemnify and hold harmless the Partners and their respective officers, agents, and employees from any such damages or claims, except claims by TVMWD for costs of repair of the Miramar System and other damages resulting from the operations of a Partner or Partners.

B. INSURANCE.

During the Term, each Party shall procure and maintain such policies of insurance as will reasonably protect it and the other Parties from any and all exposure to loss or liability arising out of this Agreement.

SECTION X GENERAL PROVISIONS.

A. SUCCESSORS AND ASSIGNS.

1. This Agreement shall inure to the benefit of and be binding upon each of the Parties and their successors and assigns.

2. The Parties shall not assign any of their rights or duties under this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

B. INTEGRATION AND AMENDMENT.

1. This Agreement constitutes the entire understanding of the Parties with respect to the Miramar System and supersedes any and all prior agreements, whether oral or written, between and/ or among the Parties in connection therewith.

2. This Agreement may not be amended unless by written instrument duly executed by all Parties.

C. INTERPRETATION AND ENFORCEMENT.

1. This Agreement shall be construed as if it was jointly prepared by all Parties, and any uncertainty or ambiguity contained herein shall not be interpreted against the Party drafting same.

2. This Agreement shall be enforced and governed by the laws of the State of California. Venue for any action brought to interpret or enforce any provision of this Agreement shall be a state or federal Court of competent jurisdiction situated in the County of Los Angeles, State of California.

D. HEADINGS.

The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

E. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to a Party or any other person or circumstance is for any reason held invalid, it shall be deemed severable, and the validity of the remainder of the Agreement or the application of such provision to the other Parties or to any person or circumstance shall not be affected thereby.

F. COUNTERPARTS.

This Agreement shall be executed by all parties in duplicate counterparts, each of which shall be considered an original Agreement.

[Signatures on following pages]

DRAFT

IN WITNESS WHEREOF the parties hereto have executed this Agreement which is effective the date executed by TVMWD.

Dated _____

THREE VALLEYS MUNICIPAL WATER DISTRICT

By: _____

President

By: _____

Secretary

Approved as to form:

By: _____

Attorney for TVMWD

Dated _____

CITY OF LA VERNE

By: _____

Mayor

By: _____

Assistant City Clerk

Approved as to form:

By: _____

City Attorney

Dated _____

GOLDEN STATE WATER COMPANY

By: _____

Vice President of Operations

By: _____

Senior Vice President and CFO

By: _____

Attorney for GSWC

DRAFT

Exhibit A
Definition of Miramar System

The Miramar System begins at TVMWD service connection PM-21 and terminates at all of the service connections for the Partners. The Miramar System also includes the Pumpback System, Hydro Units, and Wells as defined in subsequent Exhibits. For each of the City of La Verne metered connections, the point of termination is the flange downstream/after the flow control valve. For the Golden State Water Company metered connections the point of termination is the flange upstream/before the flow control valve. TVMWD shall have sole responsibility for the ownership, operations, maintenance, and repair of all facilities included in the Miramar System up to these points.

Exhibit B
Pumpback System

The Pumpback System is defined as the specific facilities necessary to operate the Miramar System when utilizing only TVMWD Service connection PM-15A/B via the Pomona Walnut Roland Joint Water Line (JWL). A separate agreement is in place for the maintenance and cost sharing to operate these facilities.

Exhibit C
Hydro Units

Hydro Units are defined as any existing facility including future builds or upgrades. The facilities include: Builds, Turbine, Generator, Switchgear, Valves and associated Piping. TVMWD shall have sole responsibility for the ownership, operations, maintenance, and repair of all facilities included in the Hydro Units.

Exhibit D
Wells

TVMWD currently owns and operates wells that serve as an additional local supply source to the Miramar System. All of these existing wells and any future wells are considered part of the Miramar System. TVMWD shall have sole responsibility for the ownership, maintenance, operation and repair of these wells.



**Board of Directors
Staff Report**

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager *[Signature]*
Date: February 3, 2021
Subject: **Consider Agreement for Operation and Maintenance of the Six Basins Groundwater Project**

<input type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	\$
<input checked="" type="checkbox"/> Information Only	<input type="checkbox"/> Funds Budgeted:	

Staff Recommendation:

No Action Necessary – Informational Item Only

Discussion:

The Puente Basin Water Agency (“PBWA”) is a Joint Powers Authority (“JPA”) between Rowland Water District (“RWD”) and the Walnut Valley Water District (“WVWD”) created in 1971 for the protection and stewardship of the local, imported and recycled water supply within the Puente Basin. The primary mission of the PBWA is achieving a sustainable and reliable local water supply through innovative planning and regionally beneficial projects.

In April 2018, PBWA funded and began construction of the “Six Basins Groundwater Project” (“Project”) specifically intended to increase groundwater production from the Six Basins Groundwater Basin. Groundwater produced from the Project will be delivered into a 54” diameter pipeline titled the Joint Water Line (“JWL”) for delivery to the WVWD and RWD service areas. The Project consists of an existing well titled “Old Baldy Well”, owned by the City of La Verne and leased to PBWA, and a future replacement well yet to be drilled and developed called the “Durward Well”. The Project also consists of other infrastructure including approximately one mile of 12” diameter pipe, two bypass facilities and other miscellaneous works. The Project will develop another source of local supply for the RWD and WVWD service areas that was previously unavailable due to perchlorate and nitrate contamination. The Project infrastructure will provide an effective blending treatment process for both wells utilizing imported water as the blend water source.

WVWD approached TVMWD and inquired if TVMWD would be interested in operating the Project on behalf of PBWA under the TVMWD Department of Public Health, Division of Drinking Water Permit (“DDW Permit”). The purpose of the request is two-fold: (1) WVWD’s DDW Permit does not contain the requisite Treatment Certification level

required to operate a blending treatment operation and (2) the location of the wells in La Verne is a geographic challenge if WVWD were to operate the wells due to the distance from the WVWD service area.

TVMWD staff, working collaboratively with PBWA, views this opportunity as a regional benefit for all its member agencies. The blend water source, consisting of imported water sold by TVMWD, has two sources, the Miramar Treatment Plant (via PM-21) and MWD's Weymouth Treatment Plant (via PM-15 A/B). The need for the blend water source into the JWL for the wells to operate will provide a more consistent, uninterrupted demand on the Miramar Treatment Plant. Increasing yield out of the Miramar Treatment plant has been a consistent, long-term objective outlined in current and previous TVMWD Strategic Plans. Furthermore, the PBWA agencies will continue to advance their mission of the development of additional local water supplies.

The draft *Agreement for Operation and Maintenance of the Six Basins Groundwater Project* ("Agreement") is attached as **Exhibit A**. The Agreement addresses the terms and conditions by which TVMWD will operate the Project, including, but not limited to, priority of the blend source water (Miramar and Weymouth), maintenance and communication protocols, operational procedures, water quality constraints, cost recovery and insurance and indemnification requirements.

Staff is requesting input from the Board at this time and will bring the Agreement back to the Board for execution at a future date if so directed by the Board.

Strategic Plan Objective(s):

- 2.1 - Increase Miramar Treatment Plant deliveries to 60% - 70% of available capacity
- 3.3 – Be accountable and transparent with major decisions
- 3.5 – Ensure that all of the region's local government policy makers understand TVMWD's role in the delivery of water
- 4.4 - Align agreements to current business practices

Attachment(s):

Exhibit A – Agreement for Operation and Maintenance of Miramar Water Treatment, Water Transmission and Hydroelectric Generating Facilities (Draft).

Meeting History:

November 4, 2020 – Informational Item

NA/ML

AGREEMENT FOR OPERATION
AND MAINTENANCE OF SIX BASINS GROUNDWATER PROJECT

This Agreement is by and between THREE VALLEYS MUNICIPAL WATER DISTRICT, a public agency (“TVMWD” herein), and PUENTE BASIN WATER AGENCY, a public agency (“PBWA” herein). TVMWD and PBWA are each referred to as “Party” and jointly referred to as “Parties” herein.

RECITALS:

A. WHEREAS the Puente Basin Water Agency (“PBWA” herein) is a Joint Powers Authority created by a Joint Powers Agreement (“JPA” herein) between the Walnut Valley Water District and the Rowland Water District.

B. WHEREAS the TVMWD is a Municipal Water District organized pursuant to Section 71000 et. Seq. of the California Water Code and is a member agency of the Metropolitan Water District of Southern California (“MWD”).

C. On or about April 2018, PBWA funded and constructed the “Six Basins Groundwater Project” (“Project”) specifically intended to increase groundwater production from the Six Basins Groundwater Basin. Groundwater produced from the Project is delivered

into a 54” diameter pipeline section of the Joint Water Line (“JWL” herein). The JWL obtains its water from the following three sources:

1. MWD’s Weymouth Treatment Plant, which treats a combination of Colorado River and State Project water via TVMWD PM-15A/B, as defined herein;
2. TVMWD’s Miramar Treatment Plant, which treats and delivers State Project water at a metered connection at the City of La Verne’s 5th and C Street Plant; and
3. Groundwater from the 6 Basins Groundwater Basins from the Project through a lease agreement with the City of La Verne, specifically the Old Baldy Well and the new replacement of the Durward Well.

E. The Parties wish by execution of this Agreement to set forth the respective rights and duties of the Parties concerning the operation and maintenance of the Project.

COVENANTS:

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereof, the Parties hereto do agree as follows:

SECTION I EFFECTIVE DATE; EFFECT; TERM.

A. EFFECTIVE DATE.

This Agreement must be executed by each Party before it is binding on any Party. TVMWD shall be the last Party to execute this Agreement, which shall become effective on the date executed by TVMWD ("Effective Date").

B. EFFECT.

TVMWD shall undertake Project operations upon issuance of a permit amendment by the State of California Division of Drinking Water to TVMWD Drinking Water Supply Permit No. 04-15-99P-017 ("DDW Permit").

C. TERM.

Unless earlier terminated, extended, and/or amended in accordance with the provisions hereof, the term of this Agreement shall commence on the Effective Date and expire on December 31, 2038. Upon expiration of the initial term, in 2038, the agreement shall automatically renew for four (4) additional five-year (5) terms thereafter ("Term").

SECTION II DEFINITIONS.

A. SIX BASINS GROUNDWATER PROJECT.

The “Project” means the Old Baldy Well, Durward Well, and all Water Transmission Facilities as depicted in Exhibit A hereof and incorporated herein by this reference. Additionally, the Project includes any future groundwater production wells delivering water to the Project, Repairs and Replacements (as defined in Subsection E) and/or Capital Improvements (as defined in Subsection F).

B. TVMWD MIRAMAR TREATMENT FACILITY CONNECTION.

The “TVMWD Miramar Treatment Facility Connection” means the facilities as depicted in Exhibit B hereof and incorporated by this reference.

C. TVMWD PM-15 A/B CONNECTION.

The “TVMWD PM-15 A/B Connection” means the facilities as depicted in Exhibit C hereof and incorporated by this reference.

D. JOINT WATER LINE.

The “JWL” means the water transmission main and related facilities as depicted in Exhibit D hereof and incorporated by this reference.

E. REPAIRS AND REPLACEMENTS.

For purposes of this Agreement, “Repairs and Replacements” means those modifications to the Project that are not a Capital Improvement.

F. CAPITAL IMPROVEMENTS.

For purposes of this Agreement, “Capital Improvements” means modifications to the Project that enhance or expand its operation.

SECTION III: OPERATIONAL PROCEDURES.

I. GENERAL.

Groundwater production from Old Baldy and Durward Wells will be maximized for delivery into the JWL when there is sufficient MWD/TVMWD flow for blending of the groundwater produced from the Old Baldy Well, Durward Well and/or any future well(s) to meet all water quality requirements as stated in the DDW Permit issued to TVMWD.

A. JWL BLEND SOURCE PRIORITY.

1. Priority for the source of blending water into the JWL water is as follows:

- a. Treated water from MWD’s Weymouth Treatment Plant via TVMWD PM-15A/B up to a maximum flow rate of 3cfs will have first priority.

b. Treated water from the TVMWD 5TH and C connection will have second priority.

2. Treated water from MWD's Weymouth Treatment Plant via TVMWD PM-15A/above a flow rate of 3 cfs will have third priority.

SECTION IV OWNERSHIP

The Project shall be owned by PBWA. PBWA shall hold clear and unencumbered title in and to the Project facilities and TVMWD shall possess all rights to operate the Project on behalf of PBWA under the DDW Permit and in accordance with this Agreement, including all well flow rates and blending source flow rates.

SECTION V OPERATION AND MAINTENANCE.

A. TVMWD TO OPERATE.

1. TVMWD shall operate and inspect the Project on behalf of PBWA in accordance with TVMWD internal operating procedures and in accordance with the DDW Permit.

2. TVMWD shall control all devices, meters, and valves appurtenant to the Project either manually and/or via the TVMWD SCADA system.

3. As a Metropolitan Member Agency, TVMWD will operate the Metropolitan Service Connections in accordance with Metropolitan's Administrative Code.

4. Subject to the provisions of this Agreement, TVMWD shall not be impaired from exercising its rights, powers and duties as a Municipal Water District under law and as set forth in the Water Code of the State of California.

5. TVMWD's General Manager shall be responsible for the management, operation, and routine inspection of the Project. TVMWD's General Manager, or his or her designee, shall promptly notify PBWA's Administrator of any operational problems with any Project facility or component that may require maintenance under Subsection 6, below, or Repair and/or Replacement pursuant to Section VIII(A).

6. At its sole cost and expense, all routine and non-routine maintenance of the Project facilities shall be the responsibility of the PBWA. PBWA shall coordinate any such maintenance or any Repair and Replacement with TVMWD.

7. All flow changes shall be administered and managed by TVMWD operations staff.

8. The Parties shall be responsible for the operation, maintenance, repair, and/or replacement of their respective systems beyond the termination points of the Project.

9. In the event of an emergency, TVMWD may, without notice, take such action as it deems necessary to prevent damage to persons or property.

SECTION VI WATER QUALITY.

A. All water delivered to the JWL by the Project shall meet all primary and secondary standards as outlined in the DDW Permit.

B. All required water quality sampling and reporting shall be the responsibility of TVMWD.

C. All water quality sampling results will be provided by TVMWD to PBWA on a monthly basis in accordance with the permitting agency's approved sampling plan.

SECTION VII PROJECT OPERATIONAL COSTS AND CHARGES.

A. All costs incurred by TVMWD for the management, inspection and operation of the Project shall be borne by PBWA as outlined in herein. TVMWD shall invoice PBWA monthly for all costs incurred to operate the Project. PBWA shall pay such costs within thirty (30) days of the date of the invoice provided by TVMWD.

SECTION VIII EXTRAORDINARY PROJECT ACTIVITIES.

A. PROJECT REPAIRS AND REPLACEMENTS.

1. TVMWD shall inspect and identify all necessary Repairs and Replacements. All identified repairs and replacements shall be transmitted by TVMWD to PBWA in a prompt and timely manner.

2. Repairs and Replacements, and the costs and expenses thereof, shall be the sole responsibility of PBWA.

3. In the event of an emergency, TVMWD may cease all Project operations.

4. All Repairs or Replacements shall be consistent with sound engineering, construction, and operating practices.

B. CAPITAL IMPROVEMENTS.

PBWA may undertake Capital Improvements at its sole cost and expense.

SECTION IX DEFAULT; REMEDIES.

A. DEFINITION OF DEFAULT BY PBWA.

A default by PBWA shall be a breach of this Agreement by PBWA and/or a failure by PBWA to make payment for operational costs incurred for a period of sixty (60) days after invoicing thereof from TVMWD to the PBWA.

B. TVMWD'S REMEDIES ON DEFAULT BY PBWA.

If PBWA should fail to remedy any default within fifteen (15) days after receiving written notice from TVMWD specifying such failure (provided that this fifteen (15) day period shall be extended in the event PBWA's failure cannot reasonably be remedied within fifteen (15) days so long as PBWA timely commences that remedy and diligently pursues it to completion), then TVMWD shall have the right, at its option, without any further demand or notice, to pursue any or all legal, equitable, and/or administrative remedies available to TVMWD under this Agreement and/or TVMWD policy, including but not limited to ceasing Project operations.

C. DEFINITION OF DEFAULT BY TVMWD.

A default by TVMWD shall be the intentional and willful failure or refusal of TVMWD to provide operational services for the Project to the PBWA, provided such failure or refusal is not due to or the result of any of the following: unavailability of water from

MWD; physical defects or operational failure of the Miramar System; required operation and maintenance activities; riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, wind, landslides, and fire, or labor disputes or other catastrophic events beyond the reasonable control of TVMWD; or compliance with any order or directive of a court of competent jurisdiction or of any Federal, State or local government agency exercising applicable jurisdiction over TVMWD, the operation of the Miramar System, or the quality or quantity of water produced therefrom.

D. PBWA REMEDIES ON DEFAULT BY TVMWD.

For any financially calculable losses incurred by PBWA as a result of default by TVMWD, PBWA shall submit a claim to TVMWD to be reviewed and considered by the TVMWD Board of Directors for possible payment in the exercise of its sole discretion. If TVMWD's Board of Directors does not accept the responsibility to pay for those losses within forty-five (45) days after PBWA submits its claim, then PBWA may pursue any remedies provided under applicable law.

E. ALL OTHER REMEDIES IN LAW AND EQUITY AVAILABLE.

The Parties agree that the remedies set forth herein are not exclusive, and any one or all or other remedies provided by law or equity may be exercised against a defaulting Party.

F. ATTORNEYS FEES AND COSTS TO PREVAILING PARTY.

Should any Party commence an action to enforce the provisions of, or actions arising out of, this Agreement, then such Party that prevails in that action, proceeding, or suit shall be entitled to recover reasonable attorney's fees, costs, expert witness fees, consultant's fees and testing fees in connection therewith, including such fees for prosecuting, defending any appeal, or incurred in any supplemental proceeding, until judgment is satisfied in full.

SECTION X DISPUTE RESOLUTION.

Except as specifically provided herein to the contrary, if any dispute shall arise among any of the Parties regarding the Project, or otherwise arising out of or related to this Agreement, and if such dispute cannot be settled by conference among the parties within a period of thirty (30) consecutive calendar days after such dispute arises, or within such additional time as the parties may agree upon, in writing, then such dispute shall be submitted

to mediation for possible resolution prior to any Party initiating legal action in a court of competent jurisdiction under the terms of this Agreement.

SECTION XI NOTICE.

A. PRESENTATION.

Any notice or written approval to be given under this Agreement shall be given by personal delivery to the Parties or by addressing it as set forth below, depositing it in any United States Post Office, Registered or Certified mail, postage prepaid, and effective two days after the date of deposit.

B. ADDRESS.

Notice or written approval shall be addressed as follows:

Three Valleys Municipal Water District
Attn: General Manager/Chief Engineer
1021 E. Miramar Avenue
Claremont, California 91711

Puente Basin Water Agency
Attn: Administrative Officer
271 S. Brea Canyon Road
Walnut, California 91789

C. CHANGE.

Any Party may change its address for notices or written approvals by written notice to the other Parties.

SECTION XII INDEMNIFICATION AND INSURANCE.

A. INDEMNIFICATION.

TVMWD shall defend, indemnify, and hold PBWA harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, damages, costs, expenses, attorneys' fees, awards, fines, settlements, judgments, or losses or whatever nature character, and description (collectively, "Claims"), to the extent that any or all such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of TVMWD in performing its obligations under this Agreement, except to the extent such Claims result from PBWA's negligence, recklessness or willful misconduct. With respect to any and all other Claims resulting from or relating to the Project, PBWA shall defend, indemnify, and hold harmless TVMWD and its directors, officers, employees, and agents, except to the extent such Claims result from TVMWD's negligence, recklessness or willful misconduct.

B. INSURANCE.

During the Term, each Party shall procure and maintain such policies of insurance as will reasonably protect it and the other Parties from any and all exposure to loss or liability arising out of this Agreement.

SECTION XIII GENERAL PROVISIONS.

A. SUCCESSORS AND ASSIGNS.

1. This Agreement shall inure to the benefit of and be binding upon each of the Parties and their successors and assigns.

2. The Parties shall not assign any of their rights or duties under this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

B. INTEGRATION AND AMENDMENT.

1. This Agreement constitutes the entire understanding of the Parties with respect to the Project and supersedes any and all prior agreements, whether oral or written, between and/or among the Parties in connection therewith.

2. This Agreement may not be amended, nor the Term extended, unless by written instrument duly executed by all Parties.

C. INTERPRETATION AND ENFORCEMENT.

1. This Agreement shall be construed as if it was jointly prepared by all Parties, and any uncertainty or ambiguity contained herein shall not be interpreted against the Party drafting same.

2. This Agreement shall be enforced and governed by the laws of the State of California. Venue for any action brought to interpret or enforce any provision of this Agreement shall be a state or federal Court of competent jurisdiction situated in the County of Los Angeles, State of California.

D. HEADINGS.

The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

E. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to either Party or any other person or circumstance is for any reason

held invalid, it shall be deemed severable, and the validity of the remainder of the Agreement or the application of such provision to the other Party or to any person or circumstance shall not be affected thereby.

F. COUNTERPARTS; ELECTRONIC SIGNATURES.

This Agreement shall be executed by all Parties in duplicate counterparts, each of which shall be considered an original Agreement. This Agreement may be executed by signatures transmitted electronically, including transmission by e-mail or PDF, and any such electronic signature shall be as valid as an original, "wet" signature.

DRAFT

IN WITNESS WHEREOF the Parties hereto have executed this Agreement which is effective the date executed by TVMWD.

Dated _____

THREE VALLEYS MUNICIPAL
WATER DISTRICT

Approved as to form:

Steven M. Kennedy
Brunick, McElhane & Kennedy

By: _____
General Counsel

By: _____
President

Approved as to form:

James D. Ciampa
Lagerlof, LLP

PUENTE BASIN WATER AGENCY

By: _____
General Counsel

By: _____
President

Attest: _____