



Montecito Sanitary District

1042 Monte Cristo Lane *A Public Service Agency*
Santa Barbara, CA 93108

Phone: (805) 969-4200
www.montsan.org

BOARD PACKET

For the Regular Board Meeting of

Thursday, March 24, 2022

1. AGENDA.....	Agenda+2022-03-24.pdf (montsan.org)
2. PAYABLES – FEBRUARY 1 – FEBRUARY 28, 2022	3
3. COMMITTEE REPORT - FISCAL YEAR 2022-23 BUDGET PROCESS.....	10
4. STAFF REPORT - EVALUATION OF SPECIAL DISTRICT CONSOLIDATION	11
5. STAFF REPORT – COLLECTIVE BARGAINING PROCESS – SPECIAL LEGAL COUNSEL	21
6. ANNUAL CONTINUING DISCLOSURE REPORT.....	42
7. DISTRICT REOPENING PLAN FOR COVID-19.....	53



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AGENDA

For the Regular Meeting of the Board on:

March 24, 2022

The regular meeting of the Governing Board will begin at 2:00 p.m. on March 24, 2022.

Due to COVID-19 Pandemic, the meeting will be held via Zoom per the [Virtual Meeting Protocols](#).

The public may attend and comment by calling 1-669-900-6833 Meeting ID: **811 2345 0477**

Or by visiting: <https://us02web.zoom.us/j/81123450477>

1. CALL TO ORDER

President Dorinne Lee Johnson; statement regarding meeting decorum. When the MSD Board is in session, all Board members must preserve order, decency, and decorum at all times and be respectful while others are speaking.

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT

Public comment is **limited to 3 minutes** and is at the discretion of the Board President. For further instructions, see please see [Instructions for Public Comment](#) on the District's website.

3. APPROVAL OF PAYABLES

It is recommended that the Board consider approving a list of the District payables for checks dated February 1 through February 28, 2022.

4. COMMITTEE REPORTS

It is recommended that the Board receive and file a report provided by the following committee(s):

- i) Finance Committee (Eversoll & Johnson) related to their Meeting of Wednesday March 16, 2022.

5. OLD BUSINESS

A. EVALUATION OF SPECIAL DISTRICT CONSOLIDATION – SPECIAL LEGAL COUNSEL

It is recommended that the Board consider:

- i) Authorizing the General Manager to execute a Retainer Agreement with Colantuono, Highsmith & Whatley, P.C. to provide special legal services in



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connection with the evaluation of the feasibility of Special District consolidation.

B. COLLECTIVE BARGAINING PROCESS – SPECIAL LEGAL COUNSEL

It is recommended that the Board consider:

- i) Authorizing the General Manager to execute a Professional Services Agreement with Liebert Cassidy Whitmore to provide special legal counsel consultation services related to the labor negotiations and formation of a collective bargaining agreement with SEIU Local 620 in an amount not to exceed \$25,000.

6. NEW BUSINESS

A. ANNUAL CONTINUING DISCLOSURE REPORT

It is recommended that the Board receive and file the Annual Continuing Disclosure Report related to the District's Bond requirements.

B. DISTRICT REOPENING PLAN FOR COVID-19

It is recommended that the Board consider:

- i) Receiving an update from the General Manager on the District's response to the current COVID-19 pandemic and future plan for returning to normal operations; and
- ii) Taking such additional, related action that may be desirable.

7. ITEMS FOR THE NEXT AGENDA

The next Board meeting will be a regularly scheduled board meeting on April 14, 2022 at 2:00 pm; to discuss the following items (but not limited to):

- Enhanced Recycled Water Feasibility Study – Progress Update
- Southern California Reliable Energy Network (SoCalREN) – Funding Opportunities Presentation
- Land Development Policy – Resolution

8. ADJOURNMENT



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BOARD LIST OF PAYABLES

<u>CHECK DATE</u>	<u>SUMMARY & TYPE</u>	<u>BATCH TOTAL</u>
02/11/2022	ACCOUNTS PAYABLE	81,099.99
02/25/2022	ACCOUNTS PAYABLE	77,711.41
	Subtotal	\$158,811.40
02/11/2022	CAPITAL IMPROVEMENT PROJECTS	106,856.88
02/25/2022	CAPITAL IMPROVEMENT PROJECTS	32,673.64
	Subtotal	\$ 256,100.62
02/25/2022	CAPITAL IMPROVEMENT PROJECT- RECYCLED WATER FUND	21,777.25
	Subtotal	\$21,777.25
02/10/2022	PAYROLL	75,598.89
02/24/2022	PAYROLL	73,031.09
	Subtotal	\$148,629.98
	<u>TOTAL</u>	<u>\$585,319.25</u>



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Approved for Payment:

Date: March 24, 2022

Amount: \$

_____, General Manager

_____, Treasurer

_____, Director

Check History Report
Sorted By Check Number
Activity From: 2/11/2022 to 2/11/2022
MONTECITO SANITARY DISTRICT (MSD)

Bank Code: B OPERATING CASH (MBT)

Check Number	Check Date	Name	Check Amount	Description
0000027264	2/11/2022	ACWA/JPIA	26,440.24	Health/Dental/Life Insurance Premium-March
0000027265	2/11/2022	AMAZON CAPITAL SERVICES	970.65	Rapid COVID Test Kits, Electrical Current Tester, Tire Changing Machine, Tire Levers, USB/Ethernet Cables
0000027266	2/11/2022	BIG GREEN CLEANING COMPANY	2,751.00	Janitorial Services-Partial Jan/All February
0000027267	2/11/2022	IAN (or) DENISE BURROWS	3,160.00	Deposit Refund-1140 High Road
0000027268	2/11/2022	CANON FINANCIAL SERVICES INC	272.61	Canon Copier Lease Payment-February
0000027269	2/11/2022	COMPUVISION COMMUNICATIONS	1,645.00	IT Services-January
0000027270	2/11/2022	CALIFORNIA WATER ENVIRONMENT	278.00	Staff Certification Renewals
0000027271	2/11/2022	DOCU PRODUCTS	83.56	Copier Maintenance Agreement-March
0000027272	2/11/2022	ENGEL & GRAY, INC	4,655.53	Biosolids Hauling-January
0000027273	2/11/2022	FISHER SCIENTIFIC	282.90	Lab Testing Supplies
0000027274	2/11/2022	GRAINGER	453.34	Funnel Set, Cable Tie Mounting Pad, Data Cable
0000027275	2/11/2022	IBS OF SIERRA MADRE	130.45	Battery for Maintenance Cart
0000027276	2/11/2022	LARRY'S AUTO PARTS	600.63	Fuel Treatment, Fuel Filters
0000027277	2/11/2022	KATHERINE MALKIN	1,125.00	Deposit Refund-1144 Alston Road
0000027278	2/11/2022	MCCORMIX CORP	406.13	Vehicle Fuel 01/15-01/31/22
0000027279	2/11/2022	MOUNTAIN SPRING WATER	59.75	Bottled Water Dispenser Rental
0000027280	2/11/2022	OILFIELD ENVIRONMENTAL & COMPLIANCE	137.00	Outside Lab Analyses
0000027281	2/11/2022	PAYCHEX OF NEW YORK, LLC	681.55	January Payroll Services, W-2's, Year end handling
0000027282	2/11/2022	PITNEY BOWES GLOBAL FINANCIAL	32.00	Postage Meter Lease Payment-January
0000027283	2/11/2022	POLYDYNE, INC	3,816.51	Polymer for Belt Press
0000027284	2/11/2022	PURETEC INDUSTRIAL WATER	264.81	Quarterly Water Softener Tank Rental
0000027285	2/11/2022	QUINN COMPANY	1,319.86	WWTP Generator Preventative Maintenance
0000027286	2/11/2022	LUIS RIZO	500.00	Operator 3 Test Exam and Certification Reimbursement
0000027287	2/11/2022	SAFETY-KLEEN SYSTEMS, INC	201.00	Hazardous Material Disposal
0000027288	2/11/2022	SOUTHERN CALIFORNIA EDISON CO	16,340.90	Electric Service-January / Partial December
0000027289	2/11/2022	DIANA SPIEKER	2,954.00	Deposit Refund-501 Valley Club Road
0000027290	2/11/2022	STREAMLINE	310.00	Website Management Services-March
0000027291	2/11/2022	SWRCB-ELAP FEES	3,550.00	ELAP Annual Accreditation Program Fee
0000027292	2/11/2022	UNIVAR SOLUTIONS	6,971.35	Plant Chemicals
0000027293	2/11/2022	UNDERGROUND SERVICE ALERT	163.45	93 New Dig Alert Tickets
0000027294	2/11/2022	VILLAGE POOL SUPPLY	65.14	Brushes for Plant Maintenance
0000027295	2/11/2022	WALPOLE & COMPANY	53.75	Accounting Consulting Services-January
0000027296	2/11/2022	WINZER	423.88	Disposable Gloves

Bank B Total: 81,099.99

Report Total: 81,099.99

Check History Report
Sorted By Check Number
Activity From: 2/11/2022 to 2/11/2022
MONTECITO SANITARY DISTRICT (MSD)

Bank Code: G CIP CASH (MBT)

Check Number	Check Date	Name	Check Amount	Check Type
0000001310	2/11/2022	QUINN COMPANY	35,734.38	CIP No. 15-New Forklift
0000001311	2/11/2022	TIERRA CONTRACTING INC	71,122.50	CIP No. 2-Hwy 192 Manhole Raising Progress Payment
Bank G Total:			<u>106,856.88</u>	
Report Total:			<u><u>106,856.88</u></u>	

Check History Report
Sorted By Check Number
Activity From: 2/25/2022 to 2/25/2022
MONTECITO SANITARY DISTRICT (MSD)

Bank Code: B OPERATING CASH (MBT)

Check Number	Check Date	Name	Check Amount	Description
0000027297	2/25/2022	985 HOT SPRINGS ASSOC. LLC	2,300.00	Deposit Refund - 985 Hot Springs Road
0000027298	2/25/2022	A-OK POWER EQUIPMENT-SB	99.98	Landscape Supplies
0000027299	2/25/2022	AT&T MOBILITY	146.06	Office, Lift Station 4 Wireless, Standby Cellphone-January
0000027300	2/25/2022	BECKER STUDIOS, INC	2,300.00	Deposit Refund - 788 San Ysidro Road
0000027301	2/25/2022	CINTAS CORPORATION #684	661.55	Uniforms, Towels, Floor Mats-Cleaning/Rental-January
0000027302	2/25/2022	COMPUVISION COMMUNICATIONS	1,740.00	Cloud Backup, NetAlert Managed Services-March
0000027303	2/25/2022	CORT	44.00	Deed Report-January
0000027304	2/25/2022	COX BUSINESS	160.39	Internet Wireless Service-January
0000027305	2/25/2022	D&H WATER SYSTEMS	1,096.34	Analyzer Motors
0000027306	2/25/2022	DLT SOLUTIONS, LLC	1,232.55	Annual Autodesk Subscription
0000027307	2/25/2022	FASTENAL COMPANY	913.50	LG/XL Disposable Gloves
0000027308	2/25/2022	FISHER SCIENTIFIC	385.85	Lab Testing Supplies
0000027309	2/25/2022	FRONTIER	784.50	Phone Service for Lift Stations 1, 2, 4 and Operations-February
0000027310	2/25/2022	GRAINGER	465.53	Fuses, Rope, Fall Protection, Coating for Belt Press Rollers
0000027311	2/25/2022	IDEXX DISTRIBUTION, INC	425.54	Lab Testing Supplies
0000027312	2/25/2022	JUAN O'S MOBILE REPAIR	5,090.80	Repair 6" Thompson Pump, Repair CCTV Van
0000027313	2/25/2022	JUST, ERIC	4,625.00	Collections GIS System Update
0000027314	2/25/2022	LAT FAMILY TRUST	1,769.00	Deposit Refund, Service Charge Refund-780 Ashley Road
0000027315	2/25/2022	MARBORG INDUSTRIES	3,284.89	Refuse Disposal/Recycling, Restroom Trailer Rental-January
0000027316	2/25/2022	MONTECITO BANK & TRUST - CREDIT CARDS	1,753.33	Microsoft Teams, Membership Dues, Shipping, Lab Supplies, Holiday Luncheon, Sympathy Card, Flowers, Office Supplies
0000027317	2/25/2022	MCCORMIX CORP	1,006.34	Vehicle Fuel 02/01-02/15/2022
0000027318	2/25/2022	MONTECITO WATER DISTRICT	1,525.21	Water Service-January
0000027319	2/25/2022	NCL OF WISCONSIN, INC	721.48	Lab Testing Supplies
0000027320	2/25/2022	THE NELAC INSTITUTE	75.00	Annual Membership Dues-Lab
0000027321	2/25/2022	OK WAVE, LLC	4,341.00	Deposit Refunds, SC's deducted - 351 Woodley Road
0000027322	2/25/2022	POLYDYNE, INC	746.71	Polymer for DAFT
0000027323	2/25/2022	PRICE POSTEL & PARMA	6,324.00	Legal Services-January
0000027324	2/25/2022	SAGE SOFTWARE, INC	1,248.00	Annual Sage Software Renewal
0000027325	2/25/2022	SANTA BARBARA COUNTY-APCD	2,357.40	Annual Generator Emissions Permit Fees
0000027326	2/25/2022	SANTA BARBARA COUNTY EHS/CUPA	1,002.00	Annual Hazardous Materials Permit
0000027327	2/25/2022	SOCAL GAS	626.56	Gas Service-January
0000027328	2/25/2022	STANDARD INSURANCE COMPANY	1,492.50	Short/Long Term Disability Insurance Premium-March
0000027329	2/25/2022	STAPLES CREDIT PLAN	51.87	Office Supplies
0000027330	2/25/2022	SWRCB-DWOCP	55.00	Certification Renewal Fees-Keen
0000027331	2/25/2022	THE WIDROE GROUP	19,166.67	District Administrator Placement Invoice \$10,000 Engineering Manager Recruitment Invoice \$9,166.67
0000027332	2/25/2022	T-MOBILE	20.00	UF/RO Wireless Data Port-February
0000027333	2/25/2022	UNIVAR SOLUTIONS	6,750.07	Plant Chemicals
0000027334	2/25/2022	VENTURA AIR CONDITIONING CO.	745.00	Preventative Maintenance on HVAC System in Lab
0000027335	2/25/2022	MIGUEL VILLAFANA	177.79	Boot Allowance Reimbursement

Bank B Total: 77,711.41

Report Total: 77,711.41

Capital Improvement Check History Report

Sorted By Check Number

Activity From: 2/25/2022 to 2/25/2022

MONTECITO SANITARY DISTRICT (MSD)

Bank Code: G CIP CASH (MBT)

Check Number	Check Date	Name	Check Amount	Description
0000001312	2/25/2022	MNS ENGINEERS INC.	25,193.75	CIP No. 9-Engineering Services for the Hwy 101 Sewer Relocation Project-January
0000001313	2/25/2022	SOUTHERN CALIFORNIA EDISON CO	7,479.89	CIP No. 4-Electrical Meter Upgrade as part of the Electrical Upgrade
Bank G Total:			<u>32,673.64</u>	
Report Total:			<u><u>32,673.64</u></u>	

Recycled Water Check History Report
Sorted By Check Number
Activity From: 2/25/2022 to 2/25/2022
MONTECITO SANITARY DISTRICT (MSD)

Bank Code: W RECYCLED WATER (MBT)

Check Number	Check Date	Name	Check Amount	Check Type
0000001033	2/25/2022	MONTECITO WATER DISTRICT	21,777.25	CIP 17-Recycled Water Joint Feasibility Study-January
Bank W Total:			<u>21,777.25</u>	
Report Total:			<u><u>21,777.25</u></u>	

FY 2022-23 MSD BUDGET PROCESS

Early March

- Meet with GM to discuss initial budget goals and assumptions for next fiscal year

Mid March

- Meet with Managers to discuss specific goals for each major operation (Collections, Treatment, Laboratory)

Late March

- Meet with GM and Managers to go over preliminary budget and receive further feedback

Early April

- Meet with GM and Managers to go over preliminary budget and receive further feedback

Late April

- April 19, 2022 - Present Preliminary Budget to Strategic Planning Committee for feedback/input
- April 20, 2022 - Present Preliminary Budget to Finance Committee for feedback/input

Late May

- May 17, 2022 - Present Preliminary Budget to Strategic Planning Committee for feedback/input
- May 18, 2022 - Present Preliminary Budget to Finance Committee for feedback/input

May 26, 2022

- Present refined Preliminary Budget to the Board for input

June 9, 2022

- Present final Budget to the Board for approval



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MONTECITO SANITARY DISTRICT

STAFF REPORT

DATE: March 24, 2022
TO: Board of Directors
FROM: Bradley Rahrer, General Manager
SUBJECT: Evaluation of Special District Consolidation – Special Legal Counsel

RECOMMENDATION – That the Board of Directors:

1. Authorize the General Manager to execute a Retainer Agreement with Colantuono, Highsmith & Whatley, P.C. to provide special legal services in connection with the evaluation of the feasibility of Special District consolidation.

DISCUSSION

Background – In January 2021, the Montecito Water District approved a letter agreement with Holly Whatley, of Colantuono, Highsmith & Whatley, to provide legal services and advice, particularly on LAFCO-related matters, with regard to the potential consolidation of the two special districts. At that time, the letter agreement was not considered by Montecito Sanitary District and therefore no work was performed in accordance with that agreement.

At the Joint Strategic Planning Committee of January 31, 2022, the committee members discussed the expected process of evaluating consolidation and the significance of having specialized legal counsel experienced in consolidation.

Fiscal Impact – The District has available funds in its Legal Services line in the operating fund to cover the costs of this project.

Previous Related Action – On February 24, the District’s Board of Directors authorized a contract with Raftelis to evaluate the feasibility of consolidating the Montecito Sanitary and Montecito Water Districts.

Departments Involved: MSD Administration

Attachments: Colantuono, Highsmith & Whatley, PC Retainer Agreement

790 E. Colorado Boulevard, Suite 850
Pasadena, CA 91101-2109
Voice (213) 542-5700
Fax (213) 542-5710

COLANTUONO
HIGHSMITH
WHATLEY, PC

Holly O. Whatley
(213) 542-5704
HWhatley@chwlaw.us

January 4, 2022

VIA E-MAIL

Nicholas Turner, P.E.
General Manager
Montecito Water District
583 San Ysidro Road
Santa Barbara, CA 93108

Brad Rahrer
General Manager
Montecito Sanitary District
1042 Monte Christo Lane
Santa Barbara, CA 93108

Re: Representation of MWD and MSD re LAFCO Issues

Dear Mr. Nick Turner and Mr. Rahrer:

As asked, I write to propose the terms under which we agree to advise Montecito Water District ("MWD") and Montecito Sanitary District ("MSD") (collectively, the "Districts") regarding the potential reorganization of the Districts into one agency and in particular regarding LAFCO-related procedures and issues. The firm currently represents MWD on ratemaking and related public finance matters. This will be our sole project for MSD; if we can assist either of you on other matters, please let me know. Colantuono, Highsmith & Whatley, PC and all of its professionals are very pleased to have the opportunity to represent you in this matter.

This letter sets forth the basis upon which our firm will provide legal services to the Districts and bill you for services and costs. The firm maintains a conflict of interest index which lists all clients of our firm and matters in which we represent them. We will not represent any party with an interest that may be adverse to an indexed person without first determining if a professional conflict of interest would arise. We propose to index the following with respect to this matter:

Mr. Turner & Mr. Rahrer

January 4, 2022

Page 2

Client-Affiliated Parties:

Montecito Water District

Montecito Sanitary District

Adverse Parties:

None

Please let me know if any of these names are incorrect or if there are other parties with an interest in this matter that we should list such as, for example, an agency that might be affected by the potential merger of the two Districts. Unless we hear from you to the contrary, we will assume that the above listing is accurate and complete.

We have reviewed our files and our conflicts index and have no other client relationships which would interfere with our ability to represent you in this matter. Because our representation in this matter will be of two separate entities, careful consideration must be given to such joint representation, including express written consent to do so.

Joint Representation

We must advise you about the pros and cons of joint representation under the California Rules of Professional Conduct. In a joint representation, all of the MWD and MSD's individual communications with us will be privileged as to third parties but will not be privileged as between the two Districts. As long as we represent the two Districts, there will be no privilege shielding our discussions with either of the two Districts about this project from others of you. Likewise, if a dispute arises between you about this representation, the law will not allow either District to invoke the privilege against another as to any information which any disclosed to us about this matter during our representation of both Districts. If such a lawsuit arose, section 962 of the California Evidence Code could require us to disclose such information.

Actual Conflicts

At present, we are aware no actual conflicts of interest among you as to the possible reorganization into one special district — you have common interest in advancing the project and obtaining any necessary LAFCO approvals (if the project proceeds) in the most cost-effective manner to the Districts. However, if an actual conflict arises, we might need to withdraw from representing all of you on this matter. The Firm, however, would

Mr. Turner & Mr. Rahrer

January 4, 2022

Page 3

continue to represent MWD under the termination provision below in matters unrelated to this representation. We will advise you if an actual conflict becomes apparent. We ask that you advise us if you become aware of any conflicts between the Districts.

Potential Conflicts

Conflicts can arise among jointly represented parties, as when they differ as to strategy. For example, you may have disagreement among you as to how to handle the transition from one governing board to two, or which principal act to use for the surviving special district. While these scenarios may seem remote at this time, we must disclose their potential. If a conflict arises, we will work with both Districts to resolve it. If we cannot, an actual conflict would develop, and we would withdraw from representing both of you as to this matter, and continue to represent MWD on unrelated matters.

We are not aware of any such circumstances nor of any threatened or potential claims between any of you. If you are aware of any differences among you which could make it difficult for us to represent all of you, please let me know immediately.

Agreement Between Districts

Attached is a copy of an Agreement Regarding Apportionment of Legal Fees and Costs Related to Potential Reorganization ("Districts Agreement"). The Districts' entry into the Districts Agreement is a condition precedent to this letter agreement. We are an express third-party beneficiary of the Districts Agreement's provisions touching on our work for you and our compensation for performing it. By signing this agreement and retaining our firm to represent you in this matter, you agree to pay our legal fees as it prescribes. You also agree to notify us, and provide us executed copies, of any amendments to the Districts Agreement.

The Districts Agreement is a contract between the Districts. We cannot be involved in interpreting that contract or resolving any disputes regarding it, as doing so would necessarily involve us in a matter as to which our clients have conflicting interests. Accordingly, you agree that our firm and its professionals will represent no party in such a dispute.

Mr. Turner & Mr. Rahrer

January 4, 2022

Page 4

Termination of Representation

We reserve the right to withdraw from representing one or both Districts if we conclude a conflict prevents us from adequately fulfilling our responsibilities to some or all of you. Either District may likewise terminate our services as to the party making that decision.

By signing below you agree that, if we cease representing one or both Districts in this engagement for any reason, we may continue to represent MWD on any matter unrelated to this representation. Thus, we are now asking MSD to consent to our continued and future representation of MWD. By signing below, MSD agrees not to assert any conflict of interest or to seek to disqualify us from continuing to represent MWD on matters not related to this representation, notwithstanding any present or future adversity between MSD and MWD. This includes a waiver of any right to object to our continued representation of MWD on the grounds that we obtained confidential information from you in this joint representation.

The nature of the matter makes it impossible for us to precisely estimate the fees you may incur. You will receive monthly statements informing you of the fees and costs incurred during the prior month. We will, of course, do our best to represent you efficiently and without undue expense.

Please make payments payable to Colantuono, Highsmith & Whatley, PC directly to our Grass Valley office at:

Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091

Our federal employer identification number is 75-3031545.

I will have primary responsibility for your representation on this project, and the firm will use other attorneys and legal assistants in the best exercise of our professional judgment. If you have questions, concerns or criticisms at any time, please contact me at once. Naturally, we expect you to keep us reasonably informed of all significant developments regarding this representation.

Mr. Turner & Mr. Rahrer

January 4, 2022

Page 5

We review all statements before they are issued to ensure the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our hourly rates are based upon the experience, reputation and ability of the lawyer or legal assistant performing the services, and for 2021 range between \$220 and \$525 per hour for attorneys@time, and between \$135 and \$170 for the time of paralegals and legal assistants. As a courtesy to you, however, we agree to cap our standard rates at \$400. Our rate structure in general and the rates of particular lawyers may be increased from time to time and are usually adjusted as of the beginning of each calendar year. We also agree not to exceed fees of \$25,000 total without obtaining authorization from each of you in advance.

It may be necessary to bill you for items such as, but not limited to, authorized travel, long distance telephone calls, filing fees, photocopying, computerized legal research outside the scope of our Westlaw contract and the like. These items are separately itemized on our statement as "disbursements." These amounts will be billed in addition to our fees.

Generally, unless directed otherwise by the Districts, we will divide our fees and costs in this engagement evenly between the Districts with one exception. The full amount of fees and costs for tasks related solely to one of the Districts (e.g. attendance at a Board meeting) will be billed only to that District.

We will send you monthly statements and expect payment within 15 days of the billing date. If payment is not received within 30 days of the billing date, we reserve the right to charge interest on the unpaid balance at the rate of 1% per month and to terminate our representation.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles or Nevada Counties pursuant to the arbitration rules for legal fee disputes of the respective County Bar Association. We agree that all disputes between us regarding the services rendered or fees charged not resolved via County Bar fee arbitration will be submitted to binding arbitration in Los Angeles County county as agreed between CH&W and client] to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules. **YOU SHOULD REVIEW THIS**

PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS YOU AND WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.

You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either circumstance, you agree to secure new counsel to represent you as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any litigation in which we may subsequently agree to represent you. Notwithstanding the termination of our representation, you will remain obligated to pay to us all fees and costs incurred previously.

You agree that we may, in our discretion, maintain all or part of your client file in electronic format. The firm may store part or all your documents using secure cloud storage services. If so, the firm will apply all reasonable methods to maintain the confidentiality of your files, just as it does for your non-digital information. Your data will be password protected and encrypted using currently available technology. Clients requiring information from their files may obtain that information only by written request to us.

You also agree that following termination of our attorney-client relationship, we will not be required to maintain your client file for more than two years. If you ask us to deliver your file to you, you agree that delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies our obligation to release all your client papers and property to you. Two years after termination of our relationship, and after reasonable notice, you agree that we will be free to destroy your client file, including all electronic records. We may also discharge our obligation to maintain your file before two years expire by mailing a copy to you at your address last known to us. You agree that "reasonable notice" means our mailing a notice of our intent to destroy your client file to you at that address.

I apologize for the formality of this letter, but we are required by California law to provide this information to you in writing. We are also required to inform you that we currently maintain professional liability insurance coverage.

Mr. Turner & Mr. Rahrer

January 4, 2022

Page 7

Please review the foregoing and, if it meets with your approval, execute it and return it to me. If you have any questions, please feel free to call me at the direct-dial number above. Thank you for the opportunity to represent you!

Very truly yours,



Holly O. Whatley

HOW:sh

c: Robert Cohen, General Counsel, Montecito Water District
Mark Manion, General Counsel, Montecito Sanitary District

On behalf of **Montecito Water District**, I agree to retain Colantuono, Highsmith & Whatley, PC to provide legal services as set forth above, to pay for its services as provide above and to the joint representation of MWD and MSD as described above.

Signature

Date: _____, 2022

By: _____

Title: _____

Mr. Turner & Mr. Rahrer

January 4, 2022

Page 8

On behalf of **Montecito Sanitary District**, I agree to retain Colantuono, Highsmith & Whatley, PC to provide legal services as set forth above, to pay for its services as provide above, to the joint representation of MWD and MSD as described above and to the consent for Colantuono, Highsmith & Whatley, PC to continue to represent MWD on other matters if they cease to represent either District in this representation.

Signature

Date: _____, 2022

By: _____

Title: _____



Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

Phone: (805) 969-4200
www.montsan.org

MONTECITO SANITARY DISTRICT

STAFF REPORT

DATE: March 24, 2022

TO: Board of Directors

FROM: Bradley Rahrer, General Manager

SUBJECT: Labor Negotiations with SEIU Local 620 for new employee representation and collective bargaining agreement – Special Legal Counsel

SUMMARY: The Montecito Sanitary District has received notice from the CA Public Employee Relations Board (PERB) of a majority petition for union representation by SEIU Local 620 of MSD employees; the District seeks outside specialized counsel for guidance throughout the labor negotiations process.

RECOMMENDATION – THEREFORE, STAFF RECOMMENDS THAT

1. The Board of Directors authorize the General Manager to enter into a Professional Services Agreement with Liebert Cassidy Whitmore to provide special legal counsel related to the labor negotiations and formation of a collective bargaining agreement with SEIU Local 620; in an amount not to exceed \$25,000

Fiscal Impact – The District has available funds in its Contracted Services line in the operating fund.

Public Notice – No notice required

Previous Related Action – On November 1, 2021 District management was notified by SEIU Local 620 of a petition by District staff to seek representation by SEIU.

November 17, 2021 the Public Employment Relations Board (PERB) certified the card check results to the district, establishing a majority employee vote for representation.

On December 2, 2021 upon consultation with HR Counsel, the District accepted the card check results as sufficient evidence of a majority vote, and did not request a secret ballot election.

On December 6, 2021 the District received a proposal from Liebert Cassidy Whitmore (LCW) for services specializing in public labor negotiations.

Goals and Objectives – To retain dedicated, specialized legal counsel for the purposes of labor negotiations to best represent the Districts interests in attaining and retaining qualified, and capable individuals for the operation of the District business.

Analysis – Justifications: On the advice from General Counsel, District staff sought a time and materials proposal from Liebert, Cassidy Whitmore (LCW) to guide the District through the formation of a collective bargaining agreement and provide labor negotiation consultation services for the District. LCW is a well-known, law firm specializing in public labor negotiations and labor law and more importantly, Che Johnson, the attorney specifically identified in this proposal has experience representing agencies in which the employees are represented by SEIU Local 620.

Departments Involved: MSD Administration

Attachments: Liebert Cassidy Whitmore Proposal for Labor Negotiations

December 6, 2021

VIA EMAIL: BBYRNE@MONTSAN.ORG

Elizabeth A. Byrne, CPP
District Administrator
Montecito Sanitary District
1042 Monte Cristo Ln
Santa Barbara, CA 93108

Re: *Montecito Sanitary District RFP for Labor Negotiations December 2021*

Dear Ms. Byrne:

Thank you for the opportunity to submit information regarding our labor negotiation services. Liebert Cassidy Whitmore (LCW) regularly provides labor relations and labor negotiations for special districts and public agencies, and welcomes the opportunity to assist in these matters for the Montecito Sanitary District. Provided below is a summary of our public sector labor relations practice.

Liebert Cassidy Whitmore has offices in Los Angeles, San Francisco, Fresno, Sacramento and San Diego, and has been in existence since 1980. We have nearly 100 attorneys, two labor relations consultants and four paralegals on staff. The firm's Labor Relations Practice Group specializes in negotiating labor agreements for public agencies across all classes of employees, including a variety of white and blue collar, professional, supervisory and management, and public safety employee bargaining units. Our Firm Resume detailing our labor and employment practice is attached for your reference.

If we can provide additional information, or if you would like to interview any of the proposed negotiators, you may contact me directly at (559) 256-7805 or cjohnson@lcwlegal.com. Thank you again for your consideration.

Sincerely,

LIEBERT CASSIDY WHITMORE

Che I. Johnson
/s/ Che Johnson

CIJ:ah

Statement of Qualifications

Liebert Cassidy Whitmore provides responsive and highly competent legal advice, representation, litigation services, negotiations and training to public entities throughout California. Our competitive advantage over other firms is that we focus our practice on public sector labor relations and employment law and are committed to providing high quality, cost effective and practical solutions for the challenges faced by California's public agencies. One particular area of expertise is our labor relations representation services in all forms of collective bargaining and impasse resolution processes, such as mediation, fact-finding and interest arbitration. Our negotiators are well-versed at handling multiple bargaining tables and are experienced in utilization of different bargaining techniques in order to successfully conclude negotiations.

We believe that our experienced and practical approach to negotiations, as well as our problem-solving orientation, results in a smoother and more expeditious negotiating process, fewer sustainable grievances or unfair labor practice charges, and ultimately, a more cost-effective method of collective bargaining.

Members of our firm have negotiated literally hundreds of memoranda of understanding with all varieties of general and safety employee groups including labor unions such as: SEIU, AFSCME, IBEW, IUOE, Teamsters, and various police, fire and general employee associations. We have negotiated virtually every issue within the scope of bargaining, including such issues as: wages, hours, health and retirement benefits, leaves and discipline.

Our Approach to Negotiations:

Our approach to negotiations will be guided by the philosophy, goals and objectives of our clients, the financial situation in which our client finds itself, as well as a number of other factors. In general however, our approach includes the following:

- We work through the General Manager and his/her designated staff, and work with and for the Board of Directors. We provide professional advice to assist the District in determining its policy goals and objectives, which then become our goals and objectives; we see our job as applying our best efforts and skills to achieving them.
- We believe in carefully organizing for negotiations, with goals and objectives kept well in mind. The negotiating process, we believe, consists of definable stages, from preparatory activities to the preliminary bargaining phases, good faith bargaining, and finally to agreement or impasse procedure. Each stage of the process requires an organized approach in order to maximize the chances of attaining bargaining objectives.
- Where we reasonably anticipate adversarial bargaining, concession bargaining, fact-finding/binding arbitration, unilateral implementation, or other particularly challenging bargaining issues, we work closely with our clients to ensure they are best prepared and

positioned for a successful outcome when agreements cannot be reached. We stress that preparation for an impasse hearing process must occur throughout all stages of bargaining where fact-finding or binding interest arbitration is required.

- We assist our clients in identifying and obtaining practical solutions to the financial difficulties public agencies are experiencing.
- Our philosophy is not one of “union busting,” but rather one of using a professional approach that seeks to achieve and maintain professional relationships, notwithstanding the adversarial aspects of the process. We attempt to contribute positively to the long-standing labor relationship between our clients and their employee organizations; however, we are experienced with and prepared to respond to the hard-line approach and tactics used by certain employee organizations.
- We assist our clients in protecting and maximizing their management rights and the discretion to set standards of service and retain the prerogative to direct, assign, evaluate, hire, fire and reorganize.
- We see the conclusion of negotiations as a framework for establishing a constructive employer-employee, organization-employee relations structure, which requires management training and ongoing involvement with agency management on our part.

Services Provided

The services offered by our LCW negotiators are generally as follows, subject to the particular preferences of any agency, which can and do bring about modifications to our role:

- Meet with District staff and elected officials prior to commencement of negotiations in order to best understand (and perhaps formulate) the goals and objectives of the District in addressing the potential bargaining issues, and to be made aware of the financial/political limitations upon reaching those goals and objectives.
- Provide leadership in formulating the strategies, which will be employed in meeting the goals and objectives at the bargaining table. (This may include asking that various District negotiation team members or resource personnel prepare budget presentations, detailed cost/revenue analyses or other financial data that may be discussed during negotiations).
- Administer and/or oversee classification and compensation studies to gather the data necessary to formulate and present the agency’s bargaining objectives and proposals.
- Review and analyze all pertinent charter provisions, codes, ordinances, rules and regulations, and existing memoranda of understanding, in order to verify their impact upon the goals and objectives that are being pursued.

Re: Montecito Sanitary District RFP for Labor Negotiations December 2021

December 6, 2021

Page 4

- Act as principal spokesperson and strategist during the bargaining process.
- Participate in closed sessions to provide guidance to and receive direction from elected officials.
- Represent the District at impasse proceedings (including preparation and representation through the impasse process, preparation of press releases, supervising media relations, meeting with elected officials, and making those appearances provided for by the District employee relations ordinance, as requested by the District).

Labor Relations Consulting

In addition to conducting negotiations for public employers, we continually work with public agencies that employ staff to do their own negotiations. This arrangement has involved all aspects of consultation and related services, including preparation of initial bargaining proposals, reviewing counter-proposals, providing training and advice concerning negotiating strategies, representation through impasse procedures and giving general advice when particular problems arise.

These services include:

- MOU reviews/audits to identify issues for legal compliance, provide suggestions to increase clarity and reduce ambiguity by improving contract language, and offer suggestions/alternatives to be considered in contract negotiations.
- Training on costing labor contracts, compiling demographic data, preparing for impasse processes, and other training programs to develop skills for internal staff.
- Strategy development and advice on key areas including FLSA items, cost restructuring, pension issues, employee benefits, and discipline/appeal processes. Provide advice and consultation on the scope of meet and confer subjects and alternative approaches to manage meet and confer obligations.
- Drafting contract language compliant with legal parameters and consulting on the preparation and presentation of proposals.
- Conducting or reviewing salary/compensation survey data, market comparable agencies, and options for inclusion of information during the meet and confer process.

Subject Matter Expertise

LCW negotiators have expertise in the following key subject areas:

Retirement Benefits - The firm's negotiators are trained in the implementation of the laws and regulations pertaining to public employee retirement plans, including the Public Employee Retirement System ("PERS"), the County 1937 Retirement Act, and local agency retirement laws, as well as on retiree health benefit issues. In particular, LCW negotiators know the details of the new Public Employees' Pension Reform Act of 2013 ("PEPRA") and how the new law impacts agency obligations at the bargaining table regarding retirement formulas, employer-employee pension contributions and rules on reportable compensation. In addition, our negotiators regularly provide advice and counsel on how to negotiate pension contract amendments, disability retirement procedures and obligations, service credit, GASB issues, unfunded liability issues, retiree health benefits and vested rights issues.

Impasse Resolution – LCW negotiators have been directly involved in hundreds of impasse resolution proceedings, including mediation, fact-finding and interest arbitrations. Related to this area, our firm has conducted numerous trainings and briefings on the fact-finding requirements imposed by AB 646 for agencies subject to the Meyers-Milias-Brown Act, and our negotiators have handled a fair number of actual fact-findings under the law. In addition, our labor negotiations practice group has developed strategic plans for navigating the laws and regulations on impasse resolution procedures, including unilateral implementation of the agency's last, best and final offer.

Fair Labor Standards Act - LCW has a thriving practice advising public agencies on compliance with the Fair Labor Standards Act ("FLSA") and our negotiators have particular expertise addressing FLSA issues at the bargaining table. This includes knowledge on the extent to which FLSA issues are subject to negotiation, identification of higher overtime benefits provided by the labor agreement, overtime exemption challenges and regular rate of pay issues.

Benefits and Leaves of Absence – Our labor relations experts have experience with a multitude of benefit programs subject to meet and confer and included in labor agreements. These include medical plans, including the CalPERS PEMHCA programs, Affordable Care Act compliance, Section 125 plan structures, along with ancillary benefits (e.g. dental, vision, life insurance, disability plans, deferred compensation plans, etc.). In addition, leave of absence provisions both as required under the law and as negotiated via collective bargaining is an area where we have depth of knowledge and experience.

Unfair Labor Practices - Members of the firm have many years of experience representing our clients in all phases of proceedings before the Public Employment Relations Board ("PERB"), from consultation and responses to unfair labor practice charges through PERB hearings and court appeals. This experience is utilized by the firm's negotiators to identify bargaining practices and positions that could compromise the agency's position before PERB. And, if our clients are charged with an unfair labor practice, LCW is able to provide the full range of representational services in defending the charge before PERB.

Municipal Bankruptcy - LCW negotiators have been involved in negotiations with public agencies in, or contemplating, municipal bankruptcy. This includes working with agencies to develop creative labor relations solutions and alternatives to avoid bankruptcy as well as advice and counsel on the impact on labor relations matters in the event an agency files for bankruptcy protection. Our aim in this area is to promote a disciplined and cautious approach, with the goal to avoid bankruptcy, even in times of fiscal distress.

Proposed Staff

Our negotiators are all highly skilled, experienced and effective. They are also creative, practical and excel in effective communications (written and oral presentations, listening skills). They have negotiated with both safety and miscellaneous employees bargaining units. They work hard to reach an agreement while also preparing to be in the best position in the event of impasse, fact-finding or unilateral implementation.

We recognize that having the right fit between client and negotiator is an important component of successful negotiations. As we discussed I would be happy to assist the District in these negotiations. My resume is enclosed for your reference.

Rate and Service Structure

The firm bills in increments of one tenth of an hour. Invoices are payable upon receipt and due within 30 days. Our rates reflect the nature of our public sector work and take into consideration the inherent budgetary limitations of our public sector clients. Our firm evaluates our rates on an annual basis and occasionally makes modest rate increases. We understand the need to manage the cost of legal services and frequently work with clients to create budgets and cost strategies that suit them. We have a proven track record of fairly accurately estimating costs, given the many variables inherent in each matter.

We share briefs, motions, points and authorities, research memos and opinion letters with our colleagues statewide to reduce research overlap and to stay abreast of nuances in the law. Pricing offered on a time-and-materials basis would be based on the standard hourly rates listed below:

Che Johnson.....\$390

Expenses

Unlike many firms, we do not bill for secretarial time or telephone charges. Facsimile transmissions are billed at the rate of \$.25 per page for outgoing faxes only. Documents are sent electronically unless specifically requested otherwise, or when electronic transmission is not an option. Copying is charged at fifteen cents (\$.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at

Re: *Montecito Sanitary District RFP for Labor Negotiations December 2021*

December 6, 2021

Page 7

the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

Our firm bills for travel time at the negotiator's hourly rate - for the time it takes to travel from the office to our client and back, or the time it takes from the negotiator's residence to our client and back, whichever is less. Importantly, we do not double bill for our travel time; our travel billing is prorated by the time we spend on billable work for the agency or other clients, like phone calls and dictation.

Professional travel has been significantly affected by the pandemic and our labor relations practitioners are fully trained and experienced in conducting virtual proceedings through Zoom, Microsoft and other virtual conferencing platforms. Our proposed negotiators are also ready, willing and able to meet in person as well as being cognizant and complying with all safety and health guidelines.

Additional Services

As a best practice, we recommend completing an MOU audit prior to the start of negotiations if you have not reviewed/updated your MOU for best practices, legal compliance and to ensure the elimination of ambiguous language since the last round of negotiations.

An audit ensures that contract language accurately reflects changes in the law since the contract was last negotiated [e.g. new state laws regarding sick leave, health insurance (ACA), retirement (PEPRA), unlawful discrimination, leave rights, arbitration and release time for union representatives.] It also ensures that contract language not only complies with state and federal laws, but that it maximizes the agency's opportunity for cost effectiveness.

The audit will reveal all of the changes we suggest for legal compliance, to eliminate ambiguities and ensure best practices. The analysis also includes the identification of MOU language/provisions to target during the upcoming negotiations. Careful preparation allows you to set the bargaining agenda, rather than simple being reactive as well as avoids the inefficiencies of an ad hoc approach where disputes and mistakes often occur.

Audits are billed on an hourly basis and can be scheduled whether or not LCW conducts your negotiations.

Conclusion

We recognize that your purpose is to serve the needs of the community and so our goal is to help you achieve this mission. We are most rewarded when we have the opportunity to collaborate with our clients to create solutions that make them successful.

We offer the District a broad range of experienced labor relations services including negotiations, training, advice and representation. We bring both historical and current experience

Re: *Montecito Sanitary District RFP for Labor Negotiations December 2021*

December 6, 2021

Page 8

working with public entities to aid the District. We also offer a range of rates to fit the District's budget. Finally, we offer our commitment to the District to provide it with superior service, timely and efficient work product and professional people with whom to work. In short, we would welcome the opportunity to work with you on these negotiations.

For more information about our firm, please visit our website at www.lcwlegal.com. If we can answer additional questions, please contact Che Johnson at (559) 256-7805 or cjohnson@lcwlegal.com.



LIEBERT CASSIDY WHITMORE

FIRM RESUME

With offices in Los Angeles, San Francisco, Fresno, San Diego and Sacramento, Liebert Cassidy Whitmore provides services for a majority of California's public agencies, including special districts. The Firm is a full service employment, and labor relations law firm providing consultation, representation, litigation, negotiation and investigation services to public agency management, as well as legal advice on a variety of business, construction, and facilities issues. In addition, the Firm produces a wide-range of dynamic management training workshops and seminars in employment and labor relations issues to special districts, cities, counties, courts, schools, and community college districts.

Negotiation Services

Members of Liebert Cassidy Whitmore have successfully negotiated thousands of labor agreements for special districts, cities, counties, and school and college districts. The agreements negotiated on behalf of public employers, depending upon the particular philosophy and circumstances of a given agency, have run the gamut from brief understandings limited to benefit items to comprehensive labor agreements that define substantially all terms of employment. These comprehensive MOU's, through management rights, waivers and "zipper" type clauses, provide protection to management's ability to manage the agency. Members of the firm are experienced in collaborative/interest based bargaining techniques as well as the more traditional labor negotiations approach.

In addition to conducting negotiations for public employers, we continually work with public agencies that employ staff personnel to do their own negotiations. This arrangement has involved all aspects of consultation and related services, including writing initial bargaining proposals, reviewing counter-proposals, providing training and advice concerning negotiating strategies, and giving general advice when particular problems arise.

Negotiating Impasses

Services provided by members of the firm have included direct participation, as well as general consultation in hundreds of mediation, fact-finding and arbitration proceedings.

Strikes

We have worked with many public sector clients in contingency planning for job actions and in assisting them in strike-related activities. A firm partner co-authored the "Management Strike Handbook" published by the International Personnel Management Association.

Contract Administration and Grievance Handling

The firm has extensive experience in the area of grievance administration, ranging from giving advice at the administrative levels of the grievance process through litigating arbitration cases.

Public Employment Relations Board Representation

Members of the firm have had many years of experience representing our clients in all phases of PERB proceedings, from consultation and responses to Unfair Labor Practice claims through PERB hearings and court appeals. A firm partner served as counsel to the PERB Board's first Chairperson as well as serving as a PERB Administrative Law Judge. Another firm partner served as a representative of the League of California Cities and the California Association of Counties in the legislative and administrative proceedings in connection with the PERB assuming jurisdiction over local agency employment relations.

Our Negotiations Approach

- We work with and for the chief administrative official and his/her designated staff, and through him/her with the Governing Body. We provide professional advice to assist the agency in determining its policy goals and objectives, which then become our goals and objectives; we see our job as applying our best efforts and skills to achieving them.
- We believe in carefully organizing for negotiations, with goals and objectives kept well in mind. The negotiating process, we believe, consists of definable stages, from preparatory activities to the preliminary bargaining phases, "hard bargaining," and finally to agreement, impasse procedure, or work action. Each stage of the process requires an organized approach in order to maximize the chances of attaining bargaining objectives.

- Our philosophy is not one of “union busting,” but rather one of using a professional approach that seeks to achieve and maintain professional relationships, notwithstanding the adversarial aspects of the process.
- We call to the attention of our clients that in return for agreeing to competitive benefit adjustments, it is reasonable for them to seek to contractually protect and maximize their management discretion to set standards of service and retain the prerogative to direct, assign, and stimulate employees to meet them.
- We see the conclusion of negotiations as the beginning for establishing a constructive employer-employee organization-employee relations structure, which requires management training and ongoing involvement with agency management on our part.
- While one member of the firm handles a particular negotiating unit, at least one other designated attorney will be kept advised so that at all times the client has access to an attorney who is familiar with the status of the situation in each bargaining unit.

Local Agency Employment Law Services

We have worked closely with city attorneys, county counsels and general counsels, and have directly handled the representation for our local agency clients in literally hundreds of legal proceedings before civil service and personnel boards, arbitrators, the Public Employment Relations Board (PERB), state and federal EEO and other administrative agencies and the courts. These proceedings have covered the full spectrum of employer- employee relations matters, including such matters as civil service appeals, recognition and unit representation matters, unfair labor practice charges and related negotiating issues, employment discrimination matters, pension and disability issues, wrongful termination and Fair Labor Standards Act claims.

Investigations Practice Group

The firm’s Investigation Practice Group specializes in investigating allegations of discrimination, harassment and other misconduct. Our investigative practice primarily serves private sector employers and public sector agencies that are not already firm clients. However, we also represent current clients on a case-by-case basis depending upon the specific facts and allegations at issue.

We continue to publish articles and present workshops on the topic of investigations. Our workshops identify the key components of a successful investigation including how and when to begin an investigation, who should conduct the investigation, how to maintain confidentiality, how to organize and execute an effective investigation, and how to evaluate the facts and take corrective action once the investigation is completed.

Audit Services

By virtue of the public agency background of members of the firm, we have extensive experience in developing local agency Employer-Employee Relations Resolutions/Ordinances and personnel policies and procedures. A firm partner developed the League of California Cities Sample Employer-Employee Relations and Personnel Policies and Procedures Ordinances. The firm does extensive work in reviewing agency civil service/personnel policies and rules to assure continuing consistency with the ever-changing dictates of EEO and affirmative action, labor relations and other laws and administrative regulations.

Members of the firm conduct comprehensive audits regarding agency’s compliance with the Fair Labor Standards Act (FLSA). Additionally, the firm publishes a comprehensive guide, “Fair Labor Standards Act: A Public Sector Compliance Guide,” that serves as a reference to agencies across the country.

To learn more about the FLSA Audits, visit www.lcwlegal.com/flsa-audit where you can find detailed information about what an FLSA audit entails.

Contracts, Construction and Facilities

We represent and advise special districts on a broad spectrum of issues in business and facilities, both transactional and litigation. Our services include the following:

- Pre-bid issues, Bid Protest and Procedures, Subcontractor Substitution Issues
- Competitive Bidding and Contract Award Issues
- Project Delivery Methods, Architect Agreements, CM/PM Agreements
- Course of Construction Issues, Stop Payment Notices, Takeover Agreements
- Construction Litigation, Change Orders, Delay Claims
- Other Construction Issues, Labor Compliance Programs and Prevailing Wage
- Real Property and Eminent Domain, CEQA and Green Building Issues
- Non-Construction Contract Review, Purchasing Issues, Surplus Property Distribution

Public Safety Representation

On a daily basis, LCW provides advice, counsel and representation to fire safety and law enforcement management and their respective executives in a variety of issues that impact professional public safety administrators. A number of LCW attorneys have had the privilege of representing public safety professionals for more than 30 years. Having proudly earned the trust and respect of several generations of public safety professionals, LCW accommodates the emergency nature of public safety related employee relations by being readily accessible to assist in addressing issues of administrative leave, administrative/criminal investigations, and investigative methodology and strategic planning. With its immense public safety related experience, LCW brings both legal acumen and practical knowledge to its client interactions.

Disciplinary Investigations

Our attorneys are experts in both the Firefighters and Public Safety Officers Procedural Bill of Rights and are always available to provide timely advice to your investigators. We routinely review investigations in order to assess the strengths and weaknesses of investigations and any discipline which may result.

Our lawyers have obtained important appellate court victories including the following cases: *Upland Police Officers Association v. City of Upland* (2003) 111 Cal.App.4th 1294; *Gilbert v. Sunnyvale* (2005) 130 Cal.App.4th 1264; *Steinert v. Covina* (2006) 146 Cal.App.4th 458; *Benach v. County of Los Angeles* (2007) 149 Cal.4th 836; and *Los Angeles Deputy Sheriffs v. County of Los Angeles, Los Angeles County Sheriff's Department et al* (2008) 166 Cal.App.4th 1625.

We continue to publish articles and present workshops on the topic of internal affairs/disciplinary investigations. Our workshops identify the key components of a successful investigation including how and when to begin an investigation, who should conduct the investigation, how to maintain confidentiality, how to organize and execute an effective investigation, and how to evaluate the facts and take corrective action once the investigation is completed.

Disciplinary Hearings

Every disciplinary case is serious, but those which occur in the public safety context are not only serious but also complicated by the special protections afforded to public safety personnel by laws including the Firefighters and Public Safety Officers Procedural Bill of Rights Acts. Our lawyers have successfully handled hundreds of disciplinary cases over the years.

Retirement Practice

The firm provides advice and counsel to public agencies regarding the laws and regulations of public employee retirement plans, including PERS, the County 1937 Retirement Act, and local agency retirement laws, as well as on retiree health insurance issues. The firm defends public agencies that are sued regarding retirement issues, defends public agencies and their employees and retired employees in retirement in cases where PERS acts to reduce benefits, and represents public agencies in disability and industrial disability retirement appeals. The firm helps agencies defend against PERS and other retirement board audits and, where necessary, files administrative appeals to challenge any negative audit findings.

Members of the firm advise on all issues related to PERS, 1937 Act and STRS benefits. For example, we provide advice and counsel to clients regarding retirement formulas, the rules on reportable compensation, PERS and 37 Act contract amendments, disability retirement procedures and obligations, service credit, GASB issues, unfunded liabilities, retiree health benefits, vested rights and elected official benefits.

Retirement issues have major impacts on agency labor relations. The firm provides strategy and guidance during negotiations in regards to retirement benefits, including acting as chief negotiator. We review agency policies and collective bargaining agreements/memoranda of understanding to ensure that they comply with applicable law.

We represent agencies in retirement related administrative appeals and litigation, and have assisted agencies defend claims of underfunding as well as fiduciary obligations.

Litigation Services

Liebert Cassidy Whitmore attorneys strive to prevent employment or other disputes before they arise through education, training, audits, advice, planning, and cooperative employer-employee relations. When employment or other disputes do arise, our defense efforts are designed to meet each client's particular needs, goals, and budget.

We specialize in representing public agencies in the defense of legal actions and enjoy the reputation of a results-oriented, successful litigation firm. We are experts in all phases of litigation in both federal and state courts: pleading, discovery, motion practice, alternative dispute resolution, settlement and trial.

Our particular expertise is the defense of public agencies in actions brought by employees, former employees, applicants or other individuals alleging employment related claims such as violations of the California Fair Employment and Housing Act; Federal Civil Rights Acts (e.g., section 1981 and 1983 claims); Americans with Disabilities Act; Age Discrimination in Employment Act; Fair Labor Standards Act; Meyers-Milias-Brown Act; Family and Medical Care Leave Acts; wrongful termination; and violation of state and/or federal constitutional rights such as due process, First Amendment and privacy rights.

The firm's attorneys have handled a number of cases that have culminated in jury trials resulting in defense verdicts. These cases included claims for violation of constitutional rights; violation of the Age Discrimination in Employment Act; violation of the disability provisions contained in the Fair Employment and Housing Act; reverse discrimination; sex discrimination; sexual harassment; national origin discrimination; age discrimination; intentional infliction of emotional distress and retaliation claims under both state and federal laws.

Our expertise also includes defending and prosecuting claims on behalf of public entities related to business, contract and property issues and construction projects and practices, including contract disputes, delay claims, assessment of liquidated damages, stop payment notice claims, subcontractor substitutions, boundary disputes, and many other construction and business related claims.

Consulting and Training Services

One of the firm's greatest sources of accomplishment comes from its record of success in counseling and advising its clients on the best ways to avoid becoming a party to adversary proceedings. We were "pioneers" in the training field by creating "consortiums" of agencies. The 35 Employment Relations Consortiums (ERCs) are comprised of over 800 special districts, cities, counties, schools, and community college districts as well as other public sector agencies.

As part of our ERC services, we provide ongoing training on current developments in labor relations and personnel law on subjects including negotiation strategies; performance evaluations; disciplinary actions; employment discrimination, including harassment and ADA issues; Family and Medical Care Leave Acts; violence in the workplace; effective supervision; grievance administration; law enforcement issues and special workshops for governing board members. Experience over the years confirms that not only have the member agencies found the consulting and training services helpful, but an invaluable opportunity for the exchange of ideas and information between agency management.

The firm provides individual training services to public agencies on a half-day or full-day basis. We customize these training programs to the precise needs of the client.

Members of the firm make presentations on employment relations law issues to a variety of professional organizations including:

Association of California Water Agencies
Association of Chief Business Officials
California Association of Joint Powers Authorities
California County Counsels Association
California Fire District Association
California Law Enforcement Association of Records Supervisors
California Municipal Finance Officers
California Peace Officers Standards and Training (POST) Academy
California Police Chiefs Association
California Public Employer Labor Relations Association
California Sanitation Risk Management Authority
California Special Districts Association
California State Bar Labor and Employment Law Section
California State Sheriffs Association
Fire Districts Association of California
International Personnel Management Association
League of California Cities
National Employment Law Institute
National Public Employer Labor Relations Association
Public Agency Risk Management Association
Public Risk Management Association
Professionals in Human Resources Association

An aerial photograph of a mountain range, showing various peaks, ridges, and valleys. The terrain is rugged and appears to be covered in sparse vegetation or scrub. The overall color palette is muted, with shades of brown, tan, and grey. In the center of the image, there is a dark green rectangular box with a thin white border. Inside this box, the letters "LCW" are written in a white, serif, all-caps font.

LCW

www.lcwlegal.com

LCW

Che I. Johnson

Partner

559.256.7805

cjohnson@lcwlegal.com



Che Johnson represents a wide array of public entities across California including cities, counties, community college districts, and special districts. He has over a decade of valuable experience representing and providing advice and counsel to public employers regarding all aspects of labor relations and employment law.

His practice areas include complex negotiations and collective bargaining issues, wage and hour concerns, employee discipline, and claims of discrimination and harassment. He has specific expertise in representing clients in labor negotiations and administrative hearings such as hearings before the Public Employment Relations Board, binding arbitration, fact-finding hearings and employee disciplinary appeals.

Che has extensive expertise and knowledge of the state and federal labor and employment laws that affect public agencies including the MMBA, EERA, ADA, FMLA, CRFA, EPSL, FLSA, POBR, FOBR, CPRA, Brown Act, and FLSA. He is also a preferred public speaker, who regularly speaks on these subjects at various conferences and trainings.

Expertise

- Employment Law
- Labor Relations
- Litigation

Education

JD, University of the Pacific, McGeorge School of Law
BA, University of California, Berkeley

Representative Matters

Negotiations

Central California

Fresno County – Fact-Finding hearings for SEIU Local 521, Fresno County Deputy District Attorney Association and District Attorney Investigators.

Kings County – SEIU Local 521, CLOCEA, DSA, IAFF, Probation, Detentions, Deputy DAs, IHSS.

Tulare County – Fire, Probation, Physicians, DA Investigators.

Kern County – Corrections Fact-finding.

City of Madera – POA, General Unit, Fact-Finding.

City of Ceres – POA, IAFF, LIUNA.

City of Delano – POA, General Unit, Supervisors.

City of Dinuba – POA, General Unit.

City of Porterville – IAFF.

City of Riverbank – LIUNA; Mid-Managers.

City of Tehachapi – General Unit; Police Officers Unit.

No. Kern So. Tulare Hospital District – SEIU Local 2015.

Central Coast

Monterey County – SEIU Local 521, MCRNA (Nurse Unit), Deputy DAs, Public Defenders, Correctional.

City of Paso Robles – SEIU Local 620, IAFF, POA.

City of Pismo Beach – SEIU Local 620; POA.

City of Atascadero – IAFF.

City of Grover Beach – SEIU Local 620; POA.

City of Arroyo Grande – SEIU Local 620, POA.

Five City Fire Authority – IAFF.

City of Santa Maria – SEIU Local 620, POA.

City of Salinas – SEIU Local 521 and POA.

Other Areas

Calaveras County – SEIU Local 1021, DSA, Corrections.

Mendocino County – SEIU Local 1021 Fact-Finding.

City of Petaluma – IAFF- Binding Interest Arbitration.

Shasta County – Fact-Finding General Unit.

Tehama County – Fact-Finding.

Litigation

SEIU Local 1021 vs. San Joaquin County (2020) (PERB Cas No. SA-CE-1095-M)

– Dismissed SEIU unfair practice charge alleging violation of access rights to employer work area at the public employment relations board.

McGill vs City of Porterville (2019) – Sustained a firefighter termination for timecard reporting irregularities before retired Judge Broadman.

Barr vs. County of Calaveras (2018) – Obtained a defense verdict in allegations against the County.

San Luis Obispo Police Officers Association vs. City of San Luis Obispo (2017) (PERB No. LA-CE-729-M) – Resolution of UPC alleging failure to meet and confer regarding voter initiative changes to repeal interest arbitration.

College of Siskiyous Faculty Association vs. College of Siskiyous Joint Community College District (2016) (PERB Case No. SA-CE-2682) – Dismissed UPC allegations against the District of retaliation, Discrimination, unilateral change, and transferring of bargaining unit work concerning assignment of duties and discipline of District employee.

MACEA vs. City of Madera (2016) (PERB Case. No. SA-CE-932-M) – Dismissal of UPC at PERB alleging violation of local rules and EERR.

SEIU Local 521 vs. County of Fresno (2015) (PERB Case No. SA-CE-768-M) – Dismissal of UPC at PERB alleging bad faith bargaining and unilateral imposition of concessions.

I.C. vs Mariposa County (2014) – Sustained an employee discipline for insubordination, discourteous treatment of supervisor and co-worker, and conduct causing discredit to an agency.

James Lopez v. City of Monrovia (2013) – Obtained a full defense verdict in an employee disability accommodation case where Plaintiff argued that the City failed to

engage in the interactive process and failed to accommodate his injury. The jury found that the City acted in good faith in the interactive process. The jury also found that the plaintiff could not perform the essential functions of his job since he would not tell the City what he believed his limitations were.

College of the Siskiyou Faculty Association vs. College of the Siskiyou (2013) – Obtained a defense verdict before the Public Employment Relations Board regarding allegations of unfair labor practice. It was determined that the District had a management right to unilaterally assign work, including non-instructional duties.

Publications

11/16/2021

Tips from the Table: What Can Ground Rules Do For You?

California Public Agency Labor & Employment Blog

07/31/2020

Post-Janus Power Shift of California's Private and Public Sector Unions

The Daily Journal

01/07/2020

How California Public Agencies Can Reform Pension Benefits

American City & County

12/17/2019

Pension Reform Options for California Public Agencies

The Daily Journal

CONTINUING DISCLOSURE ANNUAL REPORT

FOR

FISCAL YEAR ENDED JUNE 30, 2021

IN CONNECTION WITH:

**MONTECITO SANITARY DISTRICT
2017 SEWER REFUNDING REVENUE BONDS**



**MONTECITO SANITARY DISTRICT
1042 Monte Cristo Lane
Santa Barbara, California 93108**

**MONTECITO SANITARY DISTRICT
2017 SEWER REFUNDING REVENUE BONDS**

<i>MATURITY DATE (July 1)</i>	<i>CUSIP*</i>
2019	612360BM8
2020	612360BN6
2021	612360BP1
2022	612360BQ9
2023	612360BR7
2024	612360BS5
2025	612360BT3
2026	612360BU0
2027	612360BV8
2028	612360BW6
2029	612360BX4
2030	612360BY2

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TABLE OF CONTENTS

INTRODUCTION	1
AUDITED FINANCIAL STATEMENTS	1
PRINCIPAL AMOUNT AND RESERVE FUND	1
FINANCIAL INFORMATION AND OPERATING DATA	1
Sewer Connections	2
Wastewater Rates and Charges	3
Largest Customers	3
Historic Operating Results	4
CREDIT RATINGS	5
CONCLUSION	5

APPENDIX A - AUDITED FINANCIAL STATEMENTS

INTRODUCTION

THIS CONTINUING DISCLOSURE ANNUAL REPORT, dated January 31, 2022 (the “Report”), has been prepared to satisfy the obligations of the Montecito Sanitary District (the “District”), pursuant to that certain Continuing Disclosure Agreement, dated May 1, 2017 (the “Disclosure Agreement”), executed and delivered by the Montecito Sanitary District (the “Issuer”) and The Bank of New York Mellon Trust Company, N.A., as dissemination agent (the Dissemination Agent”), in connection with the issuance of the Issuer’s \$10,020,000 2017 Sewer Refunding Revenue Bonds (the “Bonds”). The Bonds have been issued pursuant to an Indenture of Trust, dated as of May 1, 2017 by and between the Issuer and the Bank of New York Mellon Trust Company, N.A.

The District has agreed under the Disclosure Agreement to provide to the Electronic Municipal Market Access, a service of the Municipal Securities Rulemaking Board (“EMMA”), to provide audited financial statements and financial information and operating data, and in a timely manner, notices of reporting of significant events. These covenants have been made to assist the underwriter of the Certificates in complying with Rule 15c2-12 of the Securities Exchange Act of 1934, as amended. As provided in Section 3 of the Disclosure Agreement, this Report is being prepared for publication with EMMA, for the benefit of the owners of the Certificates and the participating underwriter. Capitalized terms used herein which are not otherwise defined in the Disclosure Agreement shall have the respective meanings specified in the Trust Agreement.

AUDITED FINANCIAL STATEMENTS

Pursuant to Section 4 of the Disclosure Agreement, the Audited Financial Statements of the District for fiscal year ending June 30, 2021 are attached hereto as Appendix A.

PRINCIPAL AMOUNT OUTSTANDING

The current principal amount of the Bonds outstanding is \$7,020,000.

FINANCIAL INFORMATION AND OPERATING DATA

Pursuant to Section 4 of the Disclosure Agreement, the financial information and operating data presented herein consists of the updated Financial Information and Operating Data as contained in the Official Statement, dated April 19, 2017.

Sewer Connections

The following table illustrates the number and classification of connections to the system as of June 30, 2021.

MONTECITO SANITARY DISTRICT DWELLING UNIT EQUIVALENTS AND CONNECTIONS (As of June 30, 2021)

<i>User Type</i>	<i>Connections</i>
Residential – Single Family	2264
Residential – Single Family*	31
Residential – Condo Units	409
Residential – Multi Units	346
Commercial	16
Institutional	21
Residential – Institutional	5
Residential – Commercial	1
H/O Assoc. – Clubhouses	1
TOTALS	<hr/> 3094

*Two or more Single Family Homes on one parcel

Wastewater Rates and Charges

The 2020-21 Fiscal Year annual residential sewer service charge rates stayed the same at \$1,480 per main dwelling unit and from \$696 per additional dwelling units on a parcel. The annual residential sewer service charge for a condominium is \$696.

The annual commercial and institutional sewer charge rates are composed of a Variable Rate based on prior calendar year actual water use (made up of sewage strength and flow) plus an annual fixed Capacity Allocation Charge. The Fiscal Year 2019/20 commercial/institutional rates per HCF of water used are \$2.88 for low strength, \$3.96 for medium strength and \$5.57 for high strength. The Capacity Allocation Charge per HCF of water used is \$4.33 for low strength, \$10.32 for medium strength and \$12.59 for high strength per customer per year.

Largest Customers

The ten largest customers served by the District are as follows:

MONTECITO SANITARY DISTRICT LARGEST CUSTOMERS (Fiscal Year 2020-21)

<i>Name</i>	<i>Enterprise Fees and Charges</i>	<i>Percent of Total</i>
Four Seasons Biltmore	\$ 430,144.32	6.59%
Caruso BSC Miramar, LLC	\$ 292,225.92	4.48%
San Ysidro BB Property, LLC	\$ 270,864.36	4.15%
Westmont College	\$ 252,610.92	3.87%
Casa Dorinda	\$ 138,102.45	2.12%
1260 BB Property (Coral Casino)	\$ 132,453.12	2.03%
Valley Club of Montecito	\$ 48,366.36	0.74%
Birnam Wood Golf Club	\$ 39,659.56	0.61%
Santa Barbara Pacifica Graduate School	\$ 35,147.76	0.54%
Montecito Union School	\$ 28,624.50	0.44%
Immaculate Heart Community	\$ 32,322.24	0.50%
	1,700,521.51	26.06%

Historical Operating Results

Enterprise revenues and expenses are accounted for in the District's Revenue Fund. The following table illustrates revenues, expenses, and retained earnings of the Enterprise for Fiscal Years 2016-17 through 2020-21. Residential customers account for % of sewer service charge revenue in Fiscal Year 2020-21.

MONTECITO SANITARY DISTRICT HISTORICAL OPERATING RESULTS (Fiscal Year ended June 30)

	2016-17	2017-18	2018-19	2019-20	2020-21
Revenues					
Services fees	\$5,766,321	\$6,224,822	\$6,580,922	\$6,256,696	\$6,533,184
Connection fees	1,042,193	346,379	168,745	119,564	203,860
Other services	52,190	79,573	52,660	100,843	104,248
Property taxes	553,527	590,994	596,725	603,497	633,568
Investment income	64,347	82,045	398,279	309,612	(14,911)
Other revenue	-225,774 ^A	-62,667 ^B	14,579	100,156	
Disaster recovery		-1,314,885			
Disaster Grants		1,311,729	17,298		
Total Revenues	\$7,252,804	\$7,257,990	\$7,829,208	\$7,490,368	\$7,459,949
Operating Expenses					
Sewage collection	\$1,093,594	\$1,152,244	\$1,195,151	\$1,259,355	\$1,392,692
Sewage treatment	1,584,873	1,588,504	1,745,348	\$1,952,416	\$1,825,990
Sewage disposal	40,173	38,872	48,541	\$49,928	\$55,321
Administrative	963,377	1,124,122	1,186,588	\$1,352,212	\$1,394,803
Total Operating Expenses	\$3,682,017	\$3,903,742	\$4,175,648	\$4,613,911	\$4,668,806
Net Revenues	\$3,570,787	\$3,354,248	\$3,653,560	\$2,876,457	\$2,791,143
2007 Certificates Debt Service	\$558,076				
2017 Refund Bond Debt Service	\$655,279	\$937,250	\$935,000	\$932,300	\$938,100
Debt Service Coverage	2.94	3.58	3.91	3.09	2.98
Surplus	\$2,357,432	\$2,416,998	\$ 2,718,560	\$1,944,157	\$1,853,043

Negative revenue due to the following:

(A) Full Amortization of 2007 COP issuance costs

(B) Includes FMV loss

CREDIT RATINGS

For the benefit of the Owners of the Certificates, the following are the current ratings from Standard & Poor's Ratings Services ("S&P") on the Bonds.

S&P
Underlying
Rating

AA+

NOTICES OF REPORTING OF SIGNIFICANT EVENT (RATING CHANGES)

CONCLUSION

The execution and delivery of this Report has been prepared by the District pursuant to Section 4 of the Disclosure Agreement and the financial information and operating data contained herein has been obtained by the District.

MONTECITO SANITARY DISTRICT



Bradley J. Rahrer, P.E., General Manager

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APPENDIX A
AUDITED FINANCIAL STATEMENTS OF THE DISTRICT

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Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

Phone: (805) 969-4200
www.montsan.org

MONTECITO SANITARY DISTRICT

STAFF REPORT

DATE: March 24, 2022
TO: Board of Directors
FROM: Bradley Rahrer, General Manager
SUBJECT: COVID-19 Reopening Plan

DISCUSSION

Background - Due to the COVID-19 Pandemic the District has been closed to the public since March 16, 2022. Over the past two years, the District has adapted and invested in resources to conduct its business remotely. Essential services have been continuously delivered despite the additional challenges that remote work posed.

Since the peak in case rates during the Omicron surge in early January 2022, the dramatic surge in cases and hospitalizations due to the highly infectious Omicron variant over the last two months has declined significantly. Californians have also become increasingly knowledgeable about how to protect themselves and their loved ones with effective masks when there may be risk of COVID-19 exposure or transmission. On March 1, 2022, the California Department of Public Health (CDPH), and subsequently the County of Santa Barbara (CSB), lifted its indoor mask mandate because the COVID-19 rate in the county reached an acceptable threshold

Proposed Reopening Plan

Effective April 1, 2022, the District office will be open to the public during normal business hours and will continue to offer the same remote services as it has throughout the pandemic for those who would like to conduct business remotely. For in person visits, the CDPH and CSB still strongly recommends face coverings for unvaccinated individuals, but facemasks are not required while conducting District business onsite.

The District plans to resume in-person public meetings in accordance with the Brown Act beginning with its April 14, 2022 regularly scheduled board meeting. With limited space in the board room, and the District's investment in virtual meeting systems, members of the public will continue to have the option of attending remotely via Zoom or by telephone. Agendas and the District's website will contain all necessary information to participate remotely.

Consistent with the new guidelines, unvaccinated District staff will still be strongly encouraged to wear face covering to protect coworkers and members of the public. As they have done over two years, District staff will continue to monitor additional variants and case counts of COVID-19 and align its COVID-19 Action Plan with CDPH and CSB protocols.

Departments Involved: MSD Administration

Attachments: None