

RESOLUTION NO. 1997-11-01

A RESOLUTION AMENDING SECTION 2.20.330 OF THE POLICY MANUAL BY INCREASING SALARIES AND WAGES AS PROVIDED THEREIN BY 2.2% AND AMENDING THE BUDGET TO PROVIDE THEREFORE

WHEREAS, Section 2.25.670 provides that in November of each year the General Manager through a meet-and-confer process shall submit for final consideration by the Board a revised compensation plan; and,

WHEREAS, based upon a consideration of changes in the consumer price index for the year ending September 1997, the General Manager has proposed the attached salary and wage plan increasing salaries and wages by 2.2%; and,

WHEREAS, the General Manager has reviewed said proposed change with employees as provided in Section 2.25.670;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT AS FOLLOWS:

1. Effective November 1, 1997, the salary and wage ranges attached to Section 2.20.330 of the policy manual are hereby replaced with the salary and wage ranges attached hereto.

2. The 1997-98 appropriations budget is hereby amended as follows in order to provide funds to implement Chapter 2.20 of the policy manual:

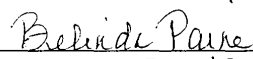
<u>Line Item</u>	<u>Amount</u>	
Salaries & Wages	\$264,377	\$270,057
Unemployment Insurance	\$2,644	\$2,701
Worker's Compensation	\$5,574	\$5,691
FICA/Medicare	\$20,225	\$20,659
Public Employees Retirement System	\$23,205	\$23,717
To Contingency Reserve	\$78,083	\$71,283

INTRODUCED AND ADOPTED on this 20th day of November, 1997, by the following vote:

AYES, in favor hereof: Wickham, Quackenbush, Paine, Blanchard


NOES: None

ABSENT: Griffin



President

ATTEST:



Secretary

Salary and Wage Plan

Step #'s		1	2	3	4	5	6	7
1	Hourly	\$7.60	\$7.99	\$8.39	\$8.82	\$9.26	\$9.73	\$10.22
	Semi-monthly	\$658.80	\$692.15	\$727.19	\$764.00	\$802.68	\$843.32	\$886.01
	Annual	\$15,811.16	\$16,611.60	\$17,452.56	\$18,336.10	\$19,264.36	\$20,239.62	\$21,264.25
2	Hourly	\$7.79	\$8.19	\$8.60	\$9.04	\$9.49	\$9.97	\$10.48
	Semi-monthly	\$675.27	\$709.45	\$745.37	\$783.10	\$822.75	\$864.40	\$908.16
	Annual	\$16,206.44	\$17,026.89	\$17,888.88	\$18,794.50	\$19,745.97	\$20,745.61	\$21,795.86
3	Hourly	\$7.99	\$8.39	\$8.82	\$9.26	\$9.73	\$10.22	\$10.74
	Semi-monthly	\$692.15	\$727.19	\$764.00	\$802.68	\$843.32	\$886.01	\$930.86
	Annual	\$16,611.60	\$17,452.56	\$18,336.10	\$19,264.36	\$20,239.62	\$21,264.25	\$22,340.76
4	Hourly	\$8.19	\$8.60	\$9.04	\$9.49	\$9.97	\$10.48	\$11.01
	Semi-monthly	\$709.45	\$745.37	\$783.10	\$822.75	\$864.40	\$908.16	\$954.14
	Annual	\$17,026.89	\$17,888.88	\$18,794.50	\$19,745.97	\$20,745.61	\$21,795.86	\$22,899.28
5	Hourly	\$8.39	\$8.82	\$9.26	\$9.73	\$10.22	\$10.74	\$11.28
	Semi-monthly	\$727.19	\$764.00	\$802.68	\$843.32	\$886.01	\$930.86	\$977.99
	Annual	\$17,452.56	\$18,336.10	\$19,264.36	\$20,239.62	\$21,264.25	\$22,340.76	\$23,471.76
6	Hourly	\$8.60	\$9.04	\$9.49	\$9.97	\$10.48	\$11.01	\$11.57
	Semi-monthly	\$745.37	\$783.10	\$822.75	\$864.40	\$908.16	\$954.14	\$1,002.44
	Annual	\$17,888.88	\$18,794.50	\$19,745.97	\$20,745.61	\$21,795.86	\$22,899.28	\$24,058.55
7	Hourly	\$8.82	\$9.26	\$9.73	\$10.22	\$10.74	\$11.28	\$11.86
	Semi-monthly	\$764.00	\$802.68	\$843.32	\$886.01	\$930.86	\$977.99	\$1,027.50
	Annual	\$18,336.10	\$19,264.36	\$20,239.62	\$21,264.25	\$22,340.76	\$23,471.76	\$24,660.02
8	Hourly	\$9.04	\$9.49	\$9.97	\$10.48	\$11.01	\$11.57	\$12.15
	Semi-monthly	\$783.10	\$822.75	\$864.40	\$908.16	\$954.14	\$1,002.44	\$1,053.19
	Annual	\$18,794.50	\$19,745.97	\$20,745.61	\$21,795.86	\$22,899.28	\$24,058.55	\$25,276.52
9	Hourly	\$9.26	\$9.73	\$10.22	\$10.74	\$11.28	\$11.86	\$12.46
	Semi-monthly	\$802.68	\$843.32	\$886.01	\$930.86	\$977.99	\$1,027.50	\$1,079.52
	Annual	\$19,264.36	\$20,239.62	\$21,264.25	\$22,340.76	\$23,471.76	\$24,660.02	\$25,908.43
10	Hourly	\$9.49	\$9.97	\$10.48	\$11.01	\$11.57	\$12.15	\$12.77
	Semi-monthly	\$822.75	\$864.40	\$908.16	\$954.14	\$1,002.44	\$1,053.19	\$1,106.51
	Annual	\$19,745.97	\$20,745.61	\$21,795.86	\$22,899.28	\$24,058.55	\$25,276.52	\$26,556.14
11	Hourly	\$9.73	\$10.22	\$10.74	\$11.28	\$11.86	\$12.46	\$13.09
	Semi-monthly	\$843.32	\$886.01	\$930.86	\$977.99	\$1,027.50	\$1,079.52	\$1,134.17
	Annual	\$20,239.62	\$21,264.25	\$22,340.76	\$23,471.76	\$24,660.02	\$25,908.43	\$27,220.04
12	Hourly	\$9.97	\$10.48	\$11.01	\$11.57	\$12.15	\$12.77	\$13.41
	Semi-monthly	\$864.40	\$908.16	\$954.14	\$1,002.44	\$1,053.19	\$1,106.51	\$1,162.52
	Annual	\$20,745.61	\$21,795.86	\$22,899.28	\$24,058.55	\$25,276.52	\$26,556.14	\$27,900.54
13	Hourly	\$10.22	\$10.74	\$11.28	\$11.86	\$12.46	\$13.09	\$13.75
	Semi-monthly	\$886.01	\$930.86	\$977.99	\$1,027.50	\$1,079.52	\$1,134.17	\$1,191.59
	Annual	\$21,264.25	\$22,340.76	\$23,471.76	\$24,660.02	\$25,908.43	\$27,220.04	\$28,598.06
14	Hourly	\$10.48	\$11.01	\$11.57	\$12.15	\$12.77	\$13.41	\$14.09
	Semi-monthly	\$908.16	\$954.14	\$1,002.44	\$1,053.19	\$1,106.51	\$1,162.52	\$1,221.38
	Annual	\$21,795.86	\$22,899.28	\$24,058.55	\$25,276.52	\$26,556.14	\$27,900.54	\$29,313.01
15	Hourly	\$10.74	\$11.28	\$11.86	\$12.46	\$13.09	\$13.75	\$14.45
	Semi-monthly	\$930.86	\$977.99	\$1,027.50	\$1,079.52	\$1,134.17	\$1,191.59	\$1,251.91
	Annual	\$22,340.76	\$23,471.76	\$24,660.02	\$25,908.43	\$27,220.04	\$28,598.06	\$30,045.83
16	Hourly	\$11.01	\$11.57	\$12.15	\$12.77	\$13.41	\$14.09	\$14.81
	Semi-monthly	\$954.14	\$1,002.44	\$1,053.19	\$1,106.51	\$1,162.52	\$1,221.38	\$1,283.21
	Annual	\$22,899.28	\$24,058.55	\$25,276.52	\$26,556.14	\$27,900.54	\$29,313.01	\$30,796.98
17	Hourly	\$11.28	\$11.86	\$12.46	\$13.09	\$13.75	\$14.45	\$15.18
	Semi-monthly	\$977.99	\$1,027.50	\$1,079.52	\$1,134.17	\$1,191.59	\$1,251.91	\$1,315.29
	Annual	\$23,471.76	\$24,660.02	\$25,908.43	\$27,220.04	\$28,598.06	\$30,045.83	\$31,566.90
18	Hourly	\$11.57	\$12.15	\$12.77	\$13.41	\$14.09	\$14.81	\$15.56
	Semi-monthly	\$1,002.44	\$1,053.19	\$1,106.51	\$1,162.52	\$1,221.38	\$1,283.21	\$1,348.17
	Annual	\$24,058.55	\$25,276.52	\$26,556.14	\$27,900.54	\$29,313.01	\$30,796.98	\$32,356.08
19	Hourly	\$11.86	\$12.46	\$13.09	\$13.75	\$14.45	\$15.18	\$15.94
	Semi-monthly	\$1,027.50	\$1,079.52	\$1,134.17	\$1,191.59	\$1,251.91	\$1,315.29	\$1,381.87
	Annual	\$24,660.02	\$25,908.43	\$27,220.04	\$28,598.06	\$30,045.83	\$31,566.90	\$33,164.98
20	Hourly	\$12.15	\$12.77	\$13.41	\$14.09	\$14.81	\$15.56	\$16.34
	Semi-monthly	\$1,053.19	\$1,106.51	\$1,162.52	\$1,221.38	\$1,283.21	\$1,348.17	\$1,416.42
	Annual	\$25,276.52	\$26,556.14	\$27,900.54	\$29,313.01	\$30,796.98	\$32,356.08	\$33,994.10
21	Hourly	\$12.46	\$13.09	\$13.75	\$14.45	\$15.18	\$15.94	\$16.75
	Semi-monthly	\$1,079.52	\$1,134.17	\$1,191.59	\$1,251.91	\$1,315.29	\$1,381.87	\$1,451.83
	Annual	\$25,908.43	\$27,220.04	\$28,598.06	\$30,045.83	\$31,566.90	\$33,164.98	\$34,843.96
22	Hourly	\$12.77	\$13.41	\$14.09	\$14.81	\$15.56	\$16.34	\$17.17
	Semi-monthly	\$1,106.51	\$1,162.52	\$1,221.38	\$1,283.21	\$1,348.17	\$1,416.42	\$1,488.13
	Annual	\$26,556.14	\$27,900.54	\$29,313.01	\$30,796.98	\$32,356.08	\$33,994.10	\$35,715.06

Salary and Wage Plan

Step #'s		1	2	3	4	5	6	7
23	Hourly	\$13.09	\$13.75	\$14.45	\$15.18	\$15.94	\$16.75	\$17.60
	Semi-monthly	\$1,134.17	\$1,191.59	\$1,251.91	\$1,315.29	\$1,381.87	\$1,451.83	\$1,525.33
	Annual	\$27,220.04	\$28,598.06	\$30,045.83	\$31,566.90	\$33,164.98	\$34,843.96	\$36,607.93
24	Hourly	\$13.41	\$14.09	\$14.81	\$15.56	\$16.34	\$17.17	\$18.04
	Semi-monthly	\$1,162.52	\$1,221.38	\$1,283.21	\$1,348.17	\$1,416.42	\$1,488.13	\$1,563.46
	Annual	\$27,900.54	\$29,313.01	\$30,796.98	\$32,356.08	\$33,994.10	\$35,715.06	\$37,523.13
25	Hourly	\$13.75	\$14.45	\$15.18	\$15.94	\$16.75	\$17.60	\$18.49
	Semi-monthly	\$1,191.59	\$1,251.91	\$1,315.29	\$1,381.87	\$1,451.83	\$1,525.33	\$1,602.55
	Annual	\$28,598.06	\$30,045.83	\$31,566.90	\$33,164.98	\$34,843.96	\$36,607.93	\$38,461.21
26	Hourly	\$14.09	\$14.81	\$15.56	\$16.34	\$17.17	\$18.04	\$18.95
	Semi-monthly	\$1,221.38	\$1,283.21	\$1,348.17	\$1,416.42	\$1,488.13	\$1,563.46	\$1,642.61
	Annual	\$29,313.01	\$30,796.98	\$32,356.08	\$33,994.10	\$35,715.06	\$37,523.13	\$39,422.74
27	Hourly	\$14.45	\$15.18	\$15.94	\$16.75	\$17.60	\$18.49	\$19.43
	Semi-monthly	\$1,251.91	\$1,315.29	\$1,381.87	\$1,451.83	\$1,525.33	\$1,602.55	\$1,683.68
	Annual	\$30,045.83	\$31,566.90	\$33,164.98	\$34,843.96	\$36,607.93	\$38,461.21	\$40,408.31
28	Hourly	\$14.81	\$15.56	\$16.34	\$17.17	\$18.04	\$18.95	\$19.91
	Semi-monthly	\$1,283.21	\$1,348.17	\$1,416.42	\$1,488.13	\$1,563.46	\$1,642.61	\$1,725.77
	Annual	\$30,796.98	\$32,356.08	\$33,994.10	\$35,715.06	\$37,523.13	\$39,422.74	\$41,418.51
29	Hourly	\$15.18	\$15.94	\$16.75	\$17.60	\$18.49	\$19.43	\$20.41
	Semi-monthly	\$1,315.29	\$1,381.87	\$1,451.83	\$1,525.33	\$1,602.55	\$1,683.68	\$1,768.92
	Annual	\$31,566.90	\$33,164.98	\$34,843.96	\$36,607.93	\$38,461.21	\$40,408.31	\$42,453.98
30	Hourly	\$15.56	\$16.34	\$17.17	\$18.04	\$18.95	\$19.91	\$20.92
	Semi-monthly	\$1,348.17	\$1,416.42	\$1,488.13	\$1,563.46	\$1,642.61	\$1,725.77	\$1,813.14
	Annual	\$32,356.08	\$33,994.10	\$35,715.06	\$37,523.13	\$39,422.74	\$41,418.51	\$43,515.33
31	Hourly	\$15.94	\$16.75	\$17.60	\$18.49	\$19.43	\$20.41	\$21.44
	Semi-monthly	\$1,381.87	\$1,451.83	\$1,525.33	\$1,602.55	\$1,683.68	\$1,768.92	\$1,858.47
	Annual	\$33,164.98	\$34,843.96	\$36,607.93	\$38,461.21	\$40,408.31	\$42,453.98	\$44,603.21
32	Hourly	\$16.34	\$17.17	\$18.04	\$18.95	\$19.91	\$20.92	\$21.98
	Semi-monthly	\$1,416.42	\$1,488.13	\$1,563.46	\$1,642.61	\$1,725.77	\$1,813.14	\$1,904.93
	Annual	\$33,994.10	\$35,715.06	\$37,523.13	\$39,422.74	\$41,418.51	\$43,515.33	\$45,718.29
33	Hourly	\$16.75	\$17.60	\$18.49	\$19.43	\$20.41	\$21.44	\$22.53
	Semi-monthly	\$1,451.83	\$1,525.33	\$1,602.55	\$1,683.68	\$1,768.92	\$1,858.47	\$1,952.55
	Annual	\$34,843.96	\$36,607.93	\$38,461.21	\$40,408.31	\$42,453.98	\$44,603.21	\$46,861.25
34	Hourly	\$17.17	\$18.04	\$18.95	\$19.91	\$20.92	\$21.98	\$23.09
	Semi-monthly	\$1,488.13	\$1,563.46	\$1,642.61	\$1,725.77	\$1,813.14	\$1,904.93	\$2,001.37
	Annual	\$35,715.06	\$37,523.13	\$39,422.74	\$41,418.51	\$43,515.33	\$45,718.29	\$48,032.78
35	Hourly	\$17.60	\$18.49	\$19.43	\$20.41	\$21.44	\$22.53	\$23.67
	Semi-monthly	\$1,525.33	\$1,602.55	\$1,683.68	\$1,768.92	\$1,858.47	\$1,952.55	\$2,051.40
	Annual	\$36,607.93	\$38,461.21	\$40,408.31	\$42,453.98	\$44,603.21	\$46,861.25	\$49,233.60
36	Hourly	\$18.04	\$18.95	\$19.91	\$20.92	\$21.98	\$23.09	\$24.26
	Semi-monthly	\$1,563.46	\$1,642.61	\$1,725.77	\$1,813.14	\$1,904.93	\$2,001.37	\$2,102.68
	Annual	\$37,523.13	\$39,422.74	\$41,418.51	\$43,515.33	\$45,718.29	\$48,032.78	\$50,464.44
37	Hourly	\$18.49	\$19.43	\$20.41	\$21.44	\$22.53	\$23.67	\$24.87
	Semi-monthly	\$1,602.55	\$1,683.68	\$1,768.92	\$1,858.47	\$1,952.55	\$2,051.40	\$2,155.25
	Annual	\$38,461.21	\$40,408.31	\$42,453.98	\$44,603.21	\$46,861.25	\$49,233.60	\$51,726.05
38	Hourly	\$18.95	\$19.91	\$20.92	\$21.98	\$23.09	\$24.26	\$25.49
	Semi-monthly	\$1,642.61	\$1,725.77	\$1,813.14	\$1,904.93	\$2,001.37	\$2,102.68	\$2,209.16
	Annual	\$39,422.74	\$41,418.51	\$43,515.33	\$45,718.29	\$48,032.78	\$50,464.44	\$53,019.20
39	Hourly	\$19.43	\$20.41	\$21.44	\$22.53	\$23.67	\$24.87	\$26.13
	Semi-monthly	\$1,683.68	\$1,768.92	\$1,858.47	\$1,952.55	\$2,051.40	\$2,155.25	\$2,264.36
	Annual	\$40,408.31	\$42,453.98	\$44,603.21	\$46,861.25	\$49,233.60	\$51,726.05	\$54,344.68
40	Hourly	\$19.91	\$20.92	\$21.98	\$23.09	\$24.26	\$25.49	\$26.78
	Semi-monthly	\$1,725.77	\$1,813.14	\$1,904.93	\$2,001.37	\$2,102.68	\$2,209.16	\$2,320.97
	Annual	\$41,418.51	\$43,515.33	\$45,718.29	\$48,032.78	\$50,464.44	\$53,019.20	\$55,703.30
41	Hourly	\$20.41	\$21.44	\$22.53	\$23.67	\$24.87	\$26.13	\$27.45
	Semi-monthly	\$1,768.92	\$1,858.47	\$1,952.55	\$2,051.40	\$2,155.25	\$2,264.36	\$2,378.99
	Annual	\$42,453.98	\$44,603.21	\$46,861.25	\$49,233.60	\$51,726.05	\$54,344.68	\$57,095.88
42	Hourly	\$20.92	\$21.98	\$23.09	\$24.26	\$25.49	\$26.78	\$28.14
	Semi-monthly	\$1,813.14	\$1,904.93	\$2,001.37	\$2,102.68	\$2,209.16	\$2,320.97	\$2,438.47
	Annual	\$43,515.33	\$45,718.29	\$48,032.78	\$50,464.44	\$53,019.20	\$55,703.30	\$58,523.28
43	Hourly	\$21.44	\$22.53	\$23.67	\$24.87	\$26.13	\$27.45	\$28.84
	Semi-monthly	\$1,858.47	\$1,952.55	\$2,051.40	\$2,155.25	\$2,264.36	\$2,378.99	\$2,499.43
	Annual	\$44,603.21	\$46,861.25	\$49,233.60	\$51,726.05	\$54,344.68	\$57,095.88	\$59,986.36
44	Hourly	\$21.98	\$23.09	\$24.26	\$25.49	\$26.78	\$28.14	\$29.56
	Semi-monthly	\$1,904.93	\$2,001.37	\$2,102.68	\$2,209.16	\$2,320.97	\$2,438.47	\$2,561.92
	Annual	\$45,718.29	\$48,032.78	\$50,464.44	\$53,019.20	\$55,703.30	\$58,523.28	\$61,486.02

Salary and Wage Plan

Step #'s		1	2	3	4	5	6	7
45	Hourly	\$22.53	\$23.67	\$24.87	\$26.13	\$27.45	\$28.84	\$30.30
	Semi-monthly	\$1,952.55	\$2,051.40	\$2,155.25	\$2,264.36	\$2,378.99	\$2,499.43	\$2,625.97
	Annual	\$46,861.25	\$49,233.60	\$51,726.05	\$54,344.68	\$57,095.88	\$59,986.36	\$63,023.17
46	Hourly	\$23.09	\$24.26	\$25.49	\$26.78	\$28.14	\$29.56	\$31.06
	Semi-monthly	\$2,001.37	\$2,102.68	\$2,209.16	\$2,320.97	\$2,438.47	\$2,561.92	\$2,691.61
	Annual	\$48,032.78	\$50,464.44	\$53,019.20	\$55,703.30	\$58,523.28	\$61,486.02	\$64,598.75
47	Hourly	\$23.67	\$24.87	\$26.13	\$27.45	\$28.84	\$30.30	\$31.83
	Semi-monthly	\$2,051.40	\$2,155.25	\$2,264.36	\$2,378.99	\$2,499.43	\$2,625.97	\$2,758.90
	Annual	\$49,233.60	\$51,726.05	\$54,344.68	\$57,095.88	\$59,986.36	\$63,023.17	\$66,213.72
48	Hourly	\$24.26	\$25.49	\$26.78	\$28.14	\$29.56	\$31.06	\$32.63
	Semi-monthly	\$2,102.68	\$2,209.16	\$2,320.97	\$2,438.47	\$2,561.92	\$2,691.61	\$2,827.88
	Annual	\$50,464.44	\$53,019.20	\$55,703.30	\$58,523.28	\$61,486.02	\$64,598.75	\$67,869.06
49	Hourly	\$24.87	\$26.13	\$27.45	\$28.84	\$30.30	\$31.83	\$33.45
	Semi-monthly	\$2,155.25	\$2,264.36	\$2,378.99	\$2,499.43	\$2,625.97	\$2,758.90	\$2,898.57
	Annual	\$51,726.05	\$54,344.68	\$57,095.88	\$59,986.36	\$63,023.17	\$66,213.72	\$69,565.78
50	Hourly	\$25.49	\$26.78	\$28.14	\$29.56	\$31.06	\$32.63	\$34.28
	Semi-monthly	\$2,209.16	\$2,320.97	\$2,438.47	\$2,561.92	\$2,691.61	\$2,827.88	\$2,971.04
	Annual	\$53,019.20	\$55,703.30	\$58,523.28	\$61,486.02	\$64,598.75	\$67,869.06	\$71,304.93

RESOLUTION NO. 1997-10-02

A RESOLUTION AMENDING SECTION 3.21.212 OF THE
POLICY MANUAL OF THE RIO LINDA WATER DISTRICT

BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that Section 3.21.212 of the Policy Manual of the District be amended to read as follows:

3.21.212 Consulting and Minor Construction

Contracts: Risk Minimization. In order to avoid, reduce, or transfer the risk of loss, for contracts for consulting services the following policies are to be applied in a manner consistent with the recommendations contained in the JPIA publication "Risk Transfer Procedures for ACWA/JPIA Member Districts":

1. Workers' Compensation and Employer's Liability. The Contractor shall secure and maintain in force throughout the duration of the contract workers' compensation insurance as required by law and shall agree to waive all rights of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by Contractor for the District. Language covering this element of the consulting contract shall be included in all contracts as follows:

"The Contractor expressly waives immunity for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Contract extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of the District, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of the District, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Contractor, its officers, agents and employees."
2. Hold Harmless and Indemnification. Language covering this element of the contract shall be included in all contracts as follows:

"The Contractor shall indemnify, defend

and hold harmless the local government, it's officers, agents, and employees, and authorized volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of the Contractor, its officers, agents and employees in performing the work required by this Agreement."

3. Independent Contractor. All consulting contracts shall contain language to the effect that:

"The Contractor and District agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties."

4. Assignment. All contracts shall expressly prohibit the Contractor from subletting or assigning any of the services covered by this agreement without the express written consent of the District. Assignment does not include printing or other customary reimbursable expenses or subcontractors as may be approved in advance by the District that may be provided in an Agreement.

5. Comprehensive General Liability Insurance. All contractors shall secure and maintain in force throughout the duration of the contract comprehensive general liability insurance with carriers acceptable to the District, with a minimum coverage of five hundred thousand ~~one million~~ dollars ~~(\$500,000)~~ ~~(\$1,000,000)~~ per occurrence and one ~~two million~~ dollars ~~(\$1,000,000)~~ ~~(\$2,000,000)~~ aggregate for personal injury ~~(unless a one million dollar aggregate is specified for the job)~~, and five hundred thousand ~~(\$500,000)~~ per occurrence/aggregate for property damage. The District shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the District. Certificates of Insurance shall be delivered to the District within fifteen (15) days of execution of the agreement.

6. Professional Liability Insurance. Contracts with consultants who are required to be professionally certified by the State (such as design engineers or attorneys) shall be required to provide professional liability insurance in the amount of one million dollars (\$1,000,000), with a minimum coverage of ~~five hundred thousand~~ *one million* dollars (~~\$500,000~~) (*\$1,000,000*) per occurrence and one million dollars (\$1,000,000) aggregate. The District shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the District. Certificates of Insurance shall be delivered to the District within fifteen (15) days of execution of the agreement.
7. Business Auto Liability Insurance. All contractors shall be required to have business auto liability coverage, with minimum limits of ~~three hundred thousand~~ *one million* dollars (~~\$300,000~~) (*\$1,000,000*) Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall include all contractor Owned Vehicles used on the contract, Hired and Non-Owned Vehicles, and Employee Non-Ownership Vehicles. The District shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the District. Certificates of Insurance shall be delivered to the District within fifteen (15) days of execution of the agreement.
8. Subcontractors. It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements that the prime contractor is required to meet.
9. Performance Bond. A Contractor on a minor construction job shall furnish to the local government prior to start of construction a performance bond in an amount of 100% of the contract in a form acceptable to the District. In lieu of a bond, fifty percent (50%) retainage may be held for 30 days after final acceptance and/or liens cleared.


INTRODUCED AND ADOPTED on this 20th day of October, 1997, by the following vote:

AYES, in favor hereof:	Blanchard, Griffin, Paine, Wickham Quackenbush
NOES:	None
ABSENT:	None



President

ATTEST:



Secretary

RESOLUTION NO. 1997-10-01

A RESOLUTION CHANGING THE NAME OF THE DISTRICT
TO RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

WHEREAS, on November 2, 1988, the Sacramento Local Agency Formation Commission certified the North Central Annexation to the Rio Linda Water District thereby bringing into the District that territory generally within Elverta which had remained outside the District since its formation; and,

WHEREAS, the Board of Directors in preparation for the 50th Anniversary of the District desires to recognize the community of interest of the two unincorporated towns of Rio Linda and Elverta;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the name of the District is hereby changed to, and the District shall henceforth be known as, the "Rio Linda/Elverta Community Water District";and,

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to record this resolution with the Recorder of the County of Sacramento and the Secretary of State of the State of California and to publicize the name change to those persons who might be interested.

INTRODUCED AND ADOPTED on this 20th day of October, 1997, by the following vote:

AYES, in favor hereof:	Blanchard, Griffin, Paine, Wickham Quackenbush
NOES:	None
ABSENT:	None

Belinda Paine
President

ATTEST:

[Signature]
Secretary

RESOLUTION NO. 1997-08-1

A RESOLUTION ADOPTING THE APPROPRIATIONS
BUDGET FOR THE 1997-98 FISCAL YEAR

BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the resources indicated in the budget attached hereto are hereby appropriated for expenditures and reserves for the fiscal year beginning July 1, 1997 and ending June 30, 1998 as indicated in said budget.

INTRODUCED AND ADOPTED on this 20th day of August, 1997, by the following vote:

AYES, in favor hereof: Blanchard, Griffin, Paine,
Quackenbush


NOES: None

ABSENT: None



President

ATTEST:



Secretary

CURRENT RESOURCES:

From Beginning Unappropriated Funds	\$0
From Restricted Funds	
From Developer Fees	\$122,000
From First Trust - Reserve Fund	\$408,500
From Reserves	
From Rate Stabilization Reserve	\$750,000
From Cash Flow Reserve	\$360,781
From Contingency Reserve	\$72,156
From Self-Insurance Reserve	\$3,608
From Capital Improvement Reserve	\$1,210,400
Water Service Rates	
Basic Service Charge	\$330,000
Usage Charge	\$210,000
Rate Stabilization Charge	\$127,000
Multiple Unit Charge	\$9,000
Backflow Charge	\$9,000
Hydrant Meter Charge	\$120
Fire Protection Service Charge	\$1,700
Bad Debts	\$0
Account Service Charges	
Late Payment Fee	\$16,800
NSF Check Fee	\$780
Service Disconnect Fee	\$2,000
Lien Administration Fee	\$240
Other Water Service Fees	
Service Installation Fee	\$7,200
Service Modification Fee	\$100
Plan Check Fee	\$100
Field Service Call Fee	\$1,000
System Damage Charges	\$0
Miscellaneous Revenue	\$100
Investment Income	
House Rental	\$4,614
Tower Leases	\$16,200
Earnings on Monies	\$148,000
Property Taxes & Related	\$36,000
Development Fees	\$12,000
TOTAL ALL RESOURCES	<u>\$3,859,399</u>

APPROPRIATIONS:

Expenses:

Officers Fees:	\$44,500	
Salaries & Wages:	\$264,377	
Unemployment Insurance:	\$2,644	
'Workers' Compensation:	\$5,574	
FICA/Medicare	\$20,225	
Public Employees Retirement System:	\$23,205	
Group Insurance	\$30,952	
Uniforms	\$1,660	
Training	\$3,500	
Meetings & Conferences:	\$6,500	
Memberships:	\$10,885	
Legal Expense	\$100,000	
Elections	\$3,500	
Permits/Certifications	\$3,260	
Insurance	\$11,000	
Laboratory Services	\$6,000	
Cross-Connection Control	\$9,000	
Conservation:	\$3,289	
Engineering Services:	\$3,200	
Communications:	\$3,370	
Publishing:	\$12,600	
Building	\$7,350	
Transmission & Distribution:	\$7,360	
Treatment:	\$6,300	
Pumping:	\$130,050	
Construction Equip Maint	\$900	
Transportation:	\$15,000	
Small Tools & Shop Supplies	\$2,000	
Safety Equipment	\$1,400	
Bank Charges	\$550	
Printing	\$5,000	
Postage	\$13,000	
Computer Supplies	\$2,000	
Office Supplies	\$9,000	
50th Anniversary Event	\$5,000	
Publications	\$2,818	
Office Equip Maint	\$3,865	
716 L Street Expenses	\$600	
724 L Street Expenses	\$1,000	
		\$782,434
Debt Service Expenditures:		
Bond Administration	\$2,275	
1994 COP's Interest	\$336,760	
1994 COP's Principal	\$70,000	
Dump Truck L/P	\$10,836	
		\$419,871

Capital Expenditures:		
Equipment/Facilities Replacement Program	\$115,400	
Capital Acquisition/Improvement Program	<u>\$377,850</u>	\$493,250
To Restricted Funds		
To Developer Fees	\$0	
To First Trust - Reserve Fund	<u>\$408,500</u>	\$408,500
To Reserves		
To Rate Stabilization Reserve	\$470,240	
To Cash Flow Reserve	\$357,570	
To Contingency Reserve	\$78,083	
To Self-Insurance Reserve	\$7,184	
To Unemployment Reserve	\$2,122	
To Capital Improvement/Acquisition Reserve	<u>\$840,145</u>	
TOTAL ALL APPROPRIATIONS	<u> </u>	<u>\$3,859,399</u>

RESOLUTION NO. 1997-07-02

**A RESOLUTION DIRECTING THAT THE AREA WITHIN
RIO LINDA WATER DISTRICT NOT BE INCLUDED
WITHIN THE PLACER COUNTY WATER AGENCY PLACE-
OF-USE FOR AMERICAN RIVER WATER**

WHEREAS, the Rio Linda Water District Board of Directors has learned that: (1) the Water Forum Groundwater Model indicates that when the purveyors in the region achieve the Water Forum conservation goal of 25.6%, the groundwater level will be above that of the Forum Agreement stated sustainable yield goal and (2) recent groundwater contour maps indicate that the cone-of-depression in the North Area has moved one mile southeast resulting in an increase in the level of groundwater table within the District; and,

WHEREAS, the Rio Linda Water District Board of Directors has concluded that pumping within the District is not responsible for any overdraft conditions that might exist in the region;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the territory within the boundaries of the Rio Linda Water District not be included within the place-of-use for Placer County Water Agency water from the American River;

AND BE IT FURTHER RESOLVED that the General Manager working with legal counsel assure that action be taken to remove the District's territory from the current Placer County Water Agency application for change in place of use before the State Water Resources Control Board.

INTRODUCED AND ADOPTED on this 16th day of July, 1997, by the following vote:

AYES, in favor hereof: Griffin, Paine, Wickham


NOES: None

ABSENT: Blanchard, Quackenbush



President

ATTEST:



Secretary

RESOLUTION NO. 1997-07-01

**A RESOLUTION DECLARING A WATER RESOURCES
POLICY FOR THE RIO LINDA WATER DISTRICT**

WHEREAS, the water purveyors within the County of Sacramento and adjoining areas are, through the Water Forum, attempting to establish water policy for the region in reaction to poor land use planning analysis related to the capacity of water resources within the region to support urban development; and,

WHEREAS, the Rio Linda Water District consistently from its creation put into place those elements of water resource conservation generally accepted outside the region to be the normal practices of responsible stewards of water resources, such as having all water services metered, having an increasing tier rate system, and citing persons wasting water; and,

WHEREAS, in 1988 Rio Linda Water District received recognition for its water conservation program from the Association of California Water Agencies; and,

WHEREAS, Rio Linda Water District obtains its water supply from groundwater; and,

WHEREAS, the Water Forum proposals establish a sustainable yield of groundwater pumping for the Northern Sacramento County Area of approximately 131,000 acre feet per year while projecting a demand in the year 2030 of approximately 159,000 acre feet per year; and,

WHEREAS, the attached information from the Water Forum Groundwater Model indicates that approximately an 18% demand reduction conservation rate would result in achieving said sustainable yield pumping level; and,

WHEREAS, the Water Forum has proposed a conservation rate of 25.6% which would result in a groundwater level sustained at near 1990 elevations; and,

WHEREAS, the attached groundwater elevation contour map was prepared for use by the Water Forum indicating the groundwater elevation for the year 1990 and showing a cone-of-depression located within McClellan AFB; and,

WHEREAS, the official groundwater contour map for Fall 1996 indicates that said cone has shifted southeasterly approximately

one mile, raising the groundwater contours throughout most of Rio Linda Water District; and,

WHEREAS, the Rio Linda Water District has discovered from studies prepared by Boyle Engineering Inc. that the average per acre groundwater pumping rate within its boundary by all pumpers is approximately 0.94 acre feet per year per acre of ground over the aquifer, while Arcade Water District pumps approximately 2.47 acre feet per year per acre and Northridge Water District pumps approximately 1.98 acre feet per year per acre; and,

WHEREAS, the Rio Linda Water District is the only fully metered purveyor within Sacramento County providing municipal and industrial water from that aquifer; and,

WHEREAS, the Water Forum is proposing to implement a groundwater management program in the Northern Sacramento County area in order to increase the amount of surface water used in the area without requiring the City of Sacramento to install meters and permitting other purveyors to retrofit existing customers with meters in 30 years; and,

WHEREAS, the Water Forum is proposing to permit the withdrawal of water from the stressed American River and Sacramento River systems to assure sufficient water for future growth in the Northern Sacramento County area through the year 2030; and,

WHEREAS, the Mission Statement of the Rio Linda Water District reads as follows:

The mission of the Rio Linda Water District is to provide, in a manner responsive to District customers, a water supply that is adequate, safe, and potable (according to state and federal standards) and that meets both current and future needs.

AND, WHEREAS the adopted Goals of the Rio Linda Water District include the following:

Participate in interagency cooperation in a manner that encourages respect between the agencies, including such cooperative activities as development of alternative water supplies, cooperative purchasing, and system interties.

Develop and implement an effective water conservation program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda Water District finds as follows based upon the information provided to it by the Water Forum and the City/County Office of Metropolitan Water Planning:

1. The Northern Sacramento County area aquifer is generally not in an overdraft condition today except in those areas where intensive development was allowed by the County of Sacramento without regard to the ability of the water resources to support the development.
2. The evidence indicates that the areas in overdraft are located primarily within the developed portion of Northridge Water District, Arcade Water District, and City of Sacramento, not within the Rio Linda Water District.
3. The Water Forum groundwater model indicates that if the Water Forum conservation goals are achieved within aforementioned areas of overdraft, said overdraft will be eliminated.
4. The Water Forum groundwater model indicates that if the Water Forum conservation goals are achieved within the region that an acceptable groundwater level will be sustained at buildout in the year 2030 without the introduction of new surface water supplies into the North Central portion of Sacramento County and, therefore, without the introduction of American River surface water supplies into Rio Linda/Elverta.

AND, BE IT FURTHER RESOLVED that the long-term water supply policy of the Rio Linda Water District is hereby established as follows:

- A. The Rio Linda Water District supports the Water Forum conservation goal of a reduction in per-capita demand throughout the County of 25.6% by the year 2030 achieved gradually through consistent program implemented by all purveyors.
- B. The Rio Linda Water District declares that no groundwater overdraft condition exists resulting from pumping within its boundaries, but that the District will develop a groundwater program through the provisions of Part 2.75 of Division 6 of the Water Code (AB3030) either on its own or in cooperation with other agencies in order to assure that the aforementioned conservation program will achieve an acceptable groundwater level.


- C. The Rio Linda Water District opposes the importation of surface water from the American River into the Rio Linda Water District unless, and until, it has been established that the Water Forum Groundwater Model is in error and that an intensive conservation program associated with metering cannot achieve a demand level within the County and the City of Sacramento that permits an acceptable groundwater pumping sustainable yield.

INTRODUCED AND ADOPTED on this 16th day of July, 1997, by the following vote:

AYES, in favor hereof: Griffin, Paine Wickham

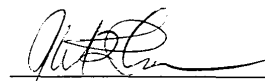
NOES: None

ABSENT: Blanchard, Quackenbush



President

ATTEST:



Secretary

RESOLUTION NO. 1997-04-01

A RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN EMPLOYMENT AGREEMENT WITH MICHAEL L. PHELAN FOR GENERAL MANAGER SERVICES

WHEREAS, on October 23, 1995 the Board of Directors entered into an employment agreement with Michael L. Phelan to serve as General Manager; and

WHEREAS, both parties desire to modify the terms of said agreement and extend its term;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the President of the Board is hereby authorized and directed to execute the "Employment Agreement" attached hereto employing Michael L. Phelan as General Manager of the District until April 15, 2000.

INTRODUCED AND ADOPTED on this 12th day of April, 1997, by the following vote:

AYES, in favor hereof: Blanchard, Griffin, Paine, Wickham, Quackenbush


NOES: None

ABSENT: None



President

ATTEST:



Secretary

1 EMPLOYMENT AGREEMENT

2 GENERAL MANAGER AND SECRETARY TO BOARD

3 This Agreement shall be effective on the 16th day of April,
4 1997 by and between RIO LINDA WATER DISTRICT ("Employer" or
5 "District") and MICHAEL L. PHELAN ("Employee" or "Manager");

6 **WHEREAS**, Employer desires to continue the services of Employee
7 as General Manager/Secretary to the Board of Directors of Rio Linda
8 Water District ("Board") pursuant to Section 30540 or the Water
9 Code of the State of California; and

10 **WHEREAS**, the Employee desires to continue employment as
11 General Manager/Secretary to the Board pursuant to said terms and
12 conditions provided herein;

13 **NOW, THEREFORE, EMPLOYER AND EMPLOYEE AGREE AS FOLLOWS:**

14 **1. Employment Relation.** Employer hereby engages Employee and
15 Employee hereby agrees to become employed by employer as General
16 Manager/Secretary to the Board to perform the functions and duties
17 of General Manager and Secretary to the Board as prescribed by
18 state law and Chapter 2.10 of the Rio Linda Policy Manual. Employee
19 agrees to devote his full time and energy to performing his duties
20 and responsibilities assigned to him by Employer. Employee agrees
21 to abide by all rules and policies of the Employer as they are
22 adopted or changed from time to time; provided, however, that
23 should such rules and policies conflict with the specific terms of
24 this Agreement, this Agreement shall prevail.

25 **2. Other Employment.** Employee shall not be prohibited from
26 performing occasional teaching, writing and consulting services so
27 long as these other activities are not performed during normal
28 business hours of the Employer and do not interfere with Employee's

1 performance of his obligations under this Agreement.

2 **3. Term of Agreement.** This Agreement shall commence on the
3 date set forth above and shall continue continuously thereafter
4 until April 15, 2000. This Agreement shall automatically renew for
5 an additional period of two (2) years unless it is terminated by
6 either party providing written notice to the other party of such
7 party's desire to terminate the Agreement at least ninety (90) days
8 prior to the expiration of the then current term. Notwithstanding
9 these terms and provisions the Agreement may be terminated as
10 provided in Section 4 below.

11 **4. Termination of Agreement.**

12 A. Termination by Employee. Employee may terminate this
13 Agreement at any time during the term thereof by providing Employer
14 with three (3) months written advance notice of his intention to
15 terminate this Agreement. Should Employee provide his three (3)
16 months written notice, the District shall have the right to waive
17 all or a portion of the notice period and terminate the
18 relationship at an earlier date selected by it.

19 B. Termination by Employer. Employer may terminate this
20 Agreement without cause or reason at any time during the term of
21 this Agreement, or any extension thereof, upon election by the
22 Board and in such event Employer will pay to Employee all monies
23 due through the date of termination of the relationship, plus a
24 lump sum cash payment equal to six (6) months net salary. The Board
25 will provide Employee twenty-four (24) hours advance notice of its
26 intention to vote on the question of termination of Employee's
27 services.

28 C. Good Cause Termination. Employer may terminate this

1 Agreement for good cause at any time during the term of this
2 Agreement, or any extension thereof, after the Board has provided
3 Employee seventy-two (72) hours advance notice of the Board's
4 intention to vote on the question of termination of Employee's
5 services. At the meeting of the Board at which the vote to
6 terminate Employee's services is considered, the Employee shall be
7 given the opportunity to respond before the Board either in public
8 or in closed session, at Employee's option.

9 D. Definition of Good Cause. For the purposes of this
10 Agreement, good cause is defined as follows: 1) committing any
11 felony crime or any crime involving moral turpitude; 2) immoral or
12 indecent conduct that adversely reflect upon the reputation of the
13 District; 3) repeatedly failing to comply with Employee's
14 obligations under this Agreement; 4) repeatedly failing to comply
15 with policies, standards and regulations of the District that are
16 lawfully adopted from time to time and are not in conflict with
17 this Agreement; 5) falsifying Employer records; 6) failure to carry
18 out a lawful direction of the Board; 7) repeated unauthorized use
19 of Employer equipment, time, materials or facilities; 8) unlawful
20 harassment and 9) inability to perform essential functions of the
21 position of General Manager/Secretary to the Board because of
22 sickness, accident, injury, mental incapacity or health for a
23 period of four (4) successive weeks beyond any use of accrued paid
24 leave for one-third (1/3) of the normal work days of the District
25 during a period of four (4) consecutive months.

26 **5. Annual Goal Setting, Performance Rule and Professional**
27 **Involvement.**

28 A. Annual Goal Setting. On or before March 31, 1996 and

1 annually thereafter, Board with the assistance of Employee, shall
2 define or reconfirm a mission statement for the District, and
3 establish related goals and performance objectives that it
4 determines necessary for the proper operation of the District and
5 in the attainment of Board's policy objectives. Board shall further
6 establish a relative priority among those various goals and
7 objectives. They shall generally be attainable(within the time
8 limitations as specified and the planned annual operative and
9 capital budgets

10 B. Performance Review. Board, including all members, will meet
11 with Manager for at least one (1) day each year in the month of
12 April to review the District's progress and problems in terms of
13 the effectiveness of the General Manager/Secretary and Board as a
14 team and to prepare a written review of Manager's performance. The
15 written review should reflect the consensus of the majority of the
16 Board members. In effecting the provisions of this paragraph, the
17 Board and Manager mutually agree to abide by the provisions of
18 applicable law.

19 C. Professional Affiliations. Subject to prior Board approval,
20 District agrees to pay the dues and subscriptions of Manager
21 necessary for his continuation and full participation in the
22 International City/County Management Association and such other
23 national, state, and local professional organizations desirable for
24 the good of the District.

25 D. Professional Meetings. Subject to prior Board approval,
26 which shall not be unreasonably withheld, District agrees to
27 provide time with pay for Manager's attendance at annual meetings
28 of aforementioned professional organizations and, subject to budget

1 limitations, to pay travel and subsistence expenses of Manager
2 while attending such professional meetings.

3 **6. Hours of Work and Leave.**

4 A. Hours of Work. It is recognized that the position of
5 General Manager/Secretary is a full-time executive position
6 requiring the exercise of independent judgment on the part of
7 Manager and requiring periods of extended work outside normal
8 office hours dealing with the business of the District for such
9 activities as Board meetings, committee meetings, community
10 functions, and operational emergencies. Manager in consultation
11 with the Board will be expected to establish regular working hours
12 during the District's office hours. The Manager may occasionally
13 take time off because of such extended work, as may be appropriate.
14 Both parties recognize that such time off cannot be hour-for-hour
15 because of the demands of the position.

16 B. Leave. Employee shall accrue 5 hours of sick leave and 6.67
17 hours of vacation leave per pay period. Employee is expected to use
18 all earned vacation entitlement within one year of the time it is
19 earned. During each fiscal year and at his own discretion, Manager
20 may elect to receive at his normal rate of pay up to 87 hours of
21 vacation pay in lieu of vacation time off. Manager is expected to
22 consult with the Board prior to any use of vacation leave in excess
23 of three (3) working days within two (2) consecutive weeks. Manager
24 shall be paid per current District policy for unused accrued
25 vacation and sick leave upon termination of his appointment
26 hereunder.

27 **7. Vehicle and Moving Expenses.**

28 A. Vehicle. Manager's duties require that at all times during

1 his service with the District he shall have the use of a
2 radio-equipped vehicle. To that end, District at all times shall
3 provide Manager with exclusive use of a District owned vehicle at
4 no cost to Manager. Use of said vehicle shall be solely on District
5 business and at such other times while Manager, based upon his on
6 judgement, is available to respond to District emergencies. Manager
7 shall not permit operation of the vehicle by other than District
8 employees or officials.

9 B. Moving Expenses. District shall reimburse Manager one-half
10 (1/2) the cost of moving his household belongings from Willits,
11 California to a residence within thirty (30) minutes travel time of
12 the District, provided that such reimbursement shall not exceed
13 \$2,000. Employee will provide to Employer written receipts
14 reflecting the costs incurred by Employee in the moving his
15 residence.

16 **8. Compensation.**

17 A. Salary. District agrees to pay Manager for his services the
18 salary designated on the employee salary and wage plan as Range 47
19 Step 7, payable in installments at the same time as employees of
20 the District are paid. District may increase said salary and/or
21 other benefits of Manager in such amounts and to such extent as the
22 Board may determine that it is desirable to do so on the basis of
23 the performance review of said Manager as provided for in Section
24 5 hereinabove.

25 B. Group Insurance. Employee and his dependents shall be
26 entitled to participate in group insurance programs maintained by
27 the District according to the terms and conditions of participation
28 in such programs established from time-to-time for the other

1 employees of the District. At the current time the programs
2 provided to the District to its employees includes medical, dental,
3 vision and life insurance. Notwithstanding any other policy of the
4 District, the District will pay the full cost of the medical and
5 dental coverage for Employee and his eligible family and the cost
6 of vision and life insurance for Employee only.

7 C. State Public Employees Retirement System. District shall
8 maintain its agreement with the State Public Managers Retirement
9 System (PERS). District shall pay all "employer" contributions for
10 PERS on behalf of Employee and Employee shall pay the is "employee"
11 contribution of seven percent (7%) of gross salary. Both parties
12 acknowledge the obligation to make certain payments for federal
13 Social Security and Medicare.

14 **9. General Provisions.**

15 A. Bonds. District shall bear the full cost of any fidelity or
16 other bonds required of the Employer under any law or ordinance.
17 Employer shall furnish all information and take other steps
18 necessary to enable the District to obtain such bonds.

19 B. Applicable Law. This Agreement is drawn to be effective in
20 the State of California and shall be construed in accordance with
21 California laws.

22 C. Amendment or Waiver. No amendment or variation of the terms
23 of this Agreement, except compensation, shall be valid unless made
24 in writing and signed by the Employee and a duly authorized
25 representative of Employer other than Employee. A waiver any term
26 or condition of this agreement shall not be construed as a general
27 waiver by Employer, and Employer shall be free to reinstate such
28 term or condition with or without notice to Employee.

1 D. Severability. If any provisions of this Agreement is held
2 by a court of competent jurisdiction to be invalid, void, or
3 unenforceable, the remaining provisions shall be nonetheless
4 continued in full force and effect without being impaired or
5 invalidated in any way.

6 E. Notices. Any notices to be given by either party to the
7 other may be effected by personal delivery in writing or by mail,
8 registered or certified, postage pre-paid with return receipt
9 requested. Mail notices shall be addressed to the parties at the
10 address appearing next to their signature below, but each party may
11 change such address by written notice in accordance with this
12 section. Notices delivered personally shall be deemed communicated
13 as of the date of actual receipt; mailed notices shall be deemed
14 communicated as of two (2) days after the date in which they are
15 mailed.

16 F. Entire Agreement. This Agreement supersedes any and all
17 other agreements, either oral or in writing, between the parties
18 with respect to the employment of Employee by Employer and contains
19 all the covenants and agreements between the parties with respect
20 to that employment. Each party to this Agreement acknowledges that
21 no representations, inducements, promises or agreements, orally or
22 otherwise, other than those set forth herein have been made by
23 either party or anyone acting on behalf of any party and that no
24 other agreement, statement or promise not contained in this
25 Agreement shall be valid or binding. Any modifications to this
26 Agreement will be effective only if it is in writing signed by the
27 parties hereto.

28 IN WITNESS HEREOF this Agreement was executed on the date set

1 forth above.

2 RIO LINDA WATER DISTRICT

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4 BY: Belenida Paine, President

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6 [Signature], Employee

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RESOLUTION NO. 1997-03-01

A RESOLUTION AUTHORIZING THE DISTRICT GENERAL
MANAGER AND GENERAL COUNSEL TO ENTER INTO
NEGOTIATIONS WITH THE WATER FORUM REGARDING
FINAL RECOMMENDATIONS FOR AN AGREEMENT

WHEREAS, on the 14th day of February, 1996, the Board of Directors adopted Resolution No. 1996-02-03 providing comments on the "progress report" as requested by the Water Forum; and,

WHEREAS, it was not until March 13, 1997, over one year later, that a response was provided by the Water Forum to those comments; and,

WHEREAS, several years ago the "sustainable yield" level for groundwater pumping was established for discussion purposes for the Water Forum; and,

WHEREAS, it was not until late November 1996 that the Rio Linda Water District through extensive investigative effort became aware that said sustainable yield level would "dewater" 24% of the private wells serving "ag-res" occupancies with the boundaries of the District even though an engineering report had provided that information to the County of Sacramento in September 1995; and,

WHEREAS, the County of Sacramento Division of Water Resources has recommended that the new Rio Linda/Elverta Community Plan include a requirement that a surface water supply be established for new urban development, but has filed a protest against a proposal by Placer County Water Agency to make such water available and has rejected requests from Rio Linda Water District for an allocation of "Fazio water"; and,

WHEREAS, even though the Sacramento Metropolitan Water Authority, with the strong support of Rio Linda Water District, established a groundwater management plan under the provisions of "AB3030," it has been recommended in the Water Forum Agreement that the County of Sacramento exercise the powers of the Sacramento County Water Agency to form a joint powers agreement assuming control over groundwater within the region, while the County of Sacramento is exploring using its police powers for such purpose; and,

WHEREAS, the Rio Linda Water District to date has experienced the existence of the Water Forum as a tool to be used to justify discussions of forcibly merging it with another District and to justify planning policy proposals unacceptable to the community; and,

WHEREAS, the Rio Linda Water District through its General Manager verbally requested direct involvement in the process of developing the CEQA documents related to the Water Forum Agreement in order to avoid possible misunderstandings leading to litigation; and,

WHEREAS, in recent discussions of "Best Management Practices" for conservation, it has been proposed that stakeholders subject their metered, and only metered, residential customers to bureaucratic interference;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIO LINDA WATER DISTRICT AS FOLLOWS:

1. The General Manager and District General Counsel are hereby authorized to participate in negotiations with the Water Forum regarding the form of the Final Agreement and are the sole persons so authorized.
2. The General Manager and the District General Counsel are directed to seek the following provisions within the Agreement in order to permit the Rio Linda Water District to support said Agreement:
 - A. The North Area Groundwater Management Program is to be conducted pursuant to Ordinance No. 1 of the Sacramento Metropolitan Water Authority by that Authority under the provisions of AB3030; or, in the alternative, the area within the Rio Linda Water District and within the service area of Natomas Central Mutual Water Company be excluded from a City/County groundwater management zone and those purveyors be authorized and supported by the other stakeholders to separately or jointly develop groundwater management programs under AB3030.
 - B. Sufficient surface water is to be made available from the American River to meet the driest year peak period demands for new growth as indicated in the documentation associated with the Rio Linda/Elverta Community Plan revision currently under review by the County of Sacramento and also made available in sufficient quantity in the North Area to maintain the groundwater level at the 1990 conditions in order to protect private wells.
 - C. The Water Forum Agreement should be clearly worded to indicate it does not constitute approvals of new water supplies or sufficient water supplies and therefore should not be used by stakeholders to support governmental actions which by their nature

require further regulatory approvals, contracts, and other documents following detailed CEQA processes; and that stakeholders and Forum staff terminate public discussions implying "approvals" and "consensus" regarding the Agreement in any context that would support governmental or private economic action until such time as the Agreement is approved by the Board of Supervisors of Sacramento County and the City Council of the City of Sacramento and is no longer subject to CEQA litigation.

D. The Water Forum Agreement CEQA process, as it is developed and carried out, must provide full disclosure of the environmental, economic and social implications of the policies contained therein.

3. The Rio Linda Water District cannot endorse the draft Water Forum Agreement at this time because of the concerns expressed herein and the realization that significant information regarding the meaning and impact of the Agreement has not yet have been disclosed.

INTRODUCED AND ADOPTED on this 19th day of March, 1997, by the following vote:

AYES, in favor hereof: Wickham, Quackenbush, Paine, Griffin,
Blanchard


NOES: None

ABSENT: None



President

ATTEST:



Secretary