

**CLEARLAKE OAKS COUNTY WATER DISTRICT  
MINUTES  
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

Clearlake Oaks County Water District Administration Building  
12952 E. Hwy. 20 Clearlake Oaks, CA 95423 (707) 998-3322

**May 5, 2022**

This meeting will be conducted by Roberts Rule of Order.

Where appropriate or deemed necessary, the Board may take action on any item listed on the agenda, including items listed as information items. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the District's Administrative Office at the above address.

The public may address the Board concerning an agenda item either before or during the Board's consideration of that agenda item. The President will call for comments at the appropriate time. Comments will be subject to reasonable time limits of three minutes.

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability-related modification or accommodation to participate in this meeting, then please contact Clearlake Oaks County Water District Secretary to the Board at 707-998-3322. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

**Public comment on non-agenda items**

This is the opportunity for the public to comment on non-agenda items within the Board's jurisdiction. Comments are limited to three (3) minutes

**AGENDA**

**Call to Order – 10:00 a.m.**

**Pledge of Allegiance**

**Roll Call**

- Mrs. Margaret Medeiros, President,  Mr. Stanley Archacki, Vice President
- Mr. Samuel Boucher, Director  Mr. Michael Herman, Director  Mr. James Burton, Director
- Mrs. Dianna Mann – General Manager  Mrs. Olivia Mann – Board Secretary
  
- Mr. Kurt Jensen, Water

**New Business**

- a. Discussion and update of quotes from ERS for replacing the media in Filter #1

**Action Taken:** \_\_\_\_\_

- b. Discussion and consideration of Telework Agreement and Policy

**Action Taken:** \_\_\_\_\_

**Adjournment**

**Time:** \_\_\_\_\_



March 15, 2022

Kurt Jensen  
Clearlake Oaks  
12545 Hwy 20  
Clearlake Oaks CA, 95423

QUOTE #: COC030922-1Q  
PHONE #: (707)-350-3436  
EMAIL ADDRESS: k.jensen@clocwd.org

Dear Kurt:

ERS is pleased to submit its proposal for our TurnKey Service media change out and repair on one (1) 8' x 30' four cell horizontal filter at the water treatment plant located in Clearlake Oaks, Ca.

**Scope of Supply**

*Filter 1*

- Remove and dispose of media onsite
- Clean laterals and inspect effluent header
- Supply and install new media

**Clarifications:**

*Price does not include bonding  
Price does not include any valves, instruments, or controls  
ERS will also repair or replace existing underdrains as needed, on a time and materials basis  
Disposal testing and transport to be executed in compliance with RCRA Subtitles C & D*

**Standard Provisions:**

1. Qualified manpower:
  - a. Onsite Supervisor/Environmental Technician/Hole Watch

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Class A, C33 CSLB License #724233

Registered DIR Public Works Contractor

#1000003275

2120 WARM SPRINGS COURT FREMONT, CALIFORNIA 94539 | P: 510.770.0202 | E:  
SALES@ERSFILTER.COM



INDUSTRIAL SERVICES, INC.

- b. Certifications in Forklift/Reach Lift, Crane Operator, Confined Space & Rescue, and First Aid/CPR/AED
2. Equipment and PPE:
  - a. High-power industrial vacuum system
  - b. Ventilation fan for air circulation
  - c. Four gas monitors for pre-entry and continuous LEL testing
  - d. Air-purifying respirators (supplied air respirators available if required)
3. Safety Regulations:
  - a. Confined Space:
    - i. Tripod/winch for emergency evacuation
    - ii. Fall arrest harnesses with safety lanyards for all men
    - iii. Permit-required confined space entry permits as applicable
    - iv. Daily monitoring log
  - b. 2-Way radios for communication with in-tank personnel
  - c. Cellular phone as an emergency response tool
4. New media as follows:
  - a. ¼" x 1/8" filter Gravel
  - b. 1/8" x 1/16" filter Gravel
  - c. .45-.55 < 1.5 uc Sand
  - d. .90-1.0 < 1.5 uc Anthracite

**PRICING: \$53,330.00**

**Quote Valid for 45 days**

**Our time and materials work is billed at \$198.00 per man-hour, straight time, plus materials with a 25% margin. Price includes all applicable sales tax.**

Please feel free to call me should you need further information or any clarification. My contact information is: phone - cell (510) 552-3285, office (510) 770-0202; email – [nradonich@ersfilter.com](mailto:nradonich@ersfilter.com)

Sincerely,

Nik Radonich  
*Sales/Engineering Manager*

Class A, C33 CSLB License #724233

Registered DIR Public Works Contractor

#1000003275

2120 WARM SPRINGS COURT FREMONT, CALIFORNIA 94539 | P: 510.770.0202 | E:  
[SALES@ERSFILTER.COM](mailto:SALES@ERSFILTER.COM)

ERS Industrial Services, Inc.  
 EIN: 94-3176062  
 2120 Warm Springs Court  
 Fremont, CA 94539-6774

Phone: (510) 770-0202

Invoice: 100857

Invoice Date: 4/27/2022

Terms: Net 20

Contract: 5215

Bill To:	Project Details:
Clearlake Oaks County Water District Att: Accounts Payable PO Box 709 Clearlake Oaks, CA 95423-0709	COC22TN1 Clearlake Oaks - Turnkey Change Out Att: Kurt Jenson 12545 Hwy 20 Lake, CA 95423

Description	Invoice Amount	Current Due
Materials	16,724.62	16,724.62 T
Freight	4,153.85	4,153.85
Labor & Equipment	31,239.00	31,239.00
<b>Subtotal Amount</b>	<b>52,117.47</b>	<b>52,117.47</b>
<b>Tax Amount ('T' Indicates a taxable line)</b>		<b>1,212.53</b>
<b>Total Invoice Amount Due</b>		<b>53,330.00</b>





**Standard Provisions:**

1. Qualified manpower:
  - a. Onsite Supervisor/Environmental Technician/Hole Watch
  - b. Certifications in Forklift/Reach Lift, Crane Operator, Confined Space & Rescue, and First Aid/CPR/AED
2. Equipment and PPE:
  - a. High-power industrial vacuum system
  - b. Ventilation fan for air circulation
  - c. Four gas monitors for pre-entry and continuous LEL testing
  - d. Air-purifying respirators (supplied air respirators available if required)
3. Safety Regulations:
  - a. Confined Space:
    - i. Tripod/winch for emergency evacuation
    - ii. Fall arrest harnesses with safety lanyards for all men
    - iii. Permit-required confined space entry permits as applicable
    - iv. Daily monitoring log
  - b. 2-Way radios for communication with in-tank personnel
  - c. Cellular phone as an emergency response tool
4. New media as follows:
  - a. None

**Additional Coatings Provisions:**

1. Quality Control:
  - a. NACE Coating Inspector Level 2 – Certified to be onsite for duration of coatings phase in order to:
    - i. Perform and document hold-point inspections in accordance with specifications
    - ii. Provide final inspection and approval of coatings application
    - iii. Produce Daily Inspection Reports confirming coatings operations are in conformance with applicable standards
2. Equipment and PPE:
  - a. Environmentally controlled trailer with heated plural component spray equipment and specialized equipment technician
  - b. 24 hour continuous environmental control with dehumidification and monitoring of blasting and coating area



**PRICING: \$112,700.00**

**Quote Valid for 30 days**

**Our time and materials work is billed at \$246.00 per man-hour, straight time, plus materials with a 25% margin. Price includes all applicable sales tax.**

Please feel free to call me should you need further information or any clarification. My contact information is: phone - cell (510) 552-3285, office (510) 770-0202; email - [nradonich@ersfilter.com](mailto:nradonich@ersfilter.com).

Sincerely,

Nik Radonich  
*Sales/Engineering Manager*

Class A, C33 CSLB License #724233

Registered DIR Public Works Contractor

#1000003275

2120 WARM SPRINGS COURT FREMONT, CALIFORNIA 94539 | P: 510.770.0202 | E:  
[SALES@ERSFILTER.COM](mailto:SALES@ERSFILTER.COM)

ERS Industrial Services, Inc.  
 EIN: 94-3176062  
 2120 Warm Springs Court  
 Fremont, CA 94539-6774

Phone: (510) 770-0202

Invoice: 100858

Invoice Date: 4/27/2022

Terms: Net 20

Contract: 5220

Bill To:	Project Details:
Clearlake Oaks County Water District Att: Accounts Payable PO Box 709 Clearlake Oaks, CA 95423-0709	COC22TN1 Clearlake Oaks - Turnkey Change Out Att: Kurt Jenson 12545 Hwy 20 Lake, CA 95423

Description	Invoice Amount	Current Due
Materials	20,374.92	20,374.92 T
Freight	4,923.08	4,923.08
Labor & Equipment	85,924.82	85,924.82
<b>Subtotal Amount</b>	<b>111,222.82</b>	<b>111,222.82</b>
<b>Tax Amount ('T' Indicates a taxable line)</b>		<b>1,477.18</b>
<b>Total Invoice Amount Due</b>		<b>112,700.00</b>



## **Clearlake Oaks County Water District Telework Policy**

### **Purpose**

The telework program at the District is an experiment to see how well the work-at-home concept works for the District and its employees. We expect to continue with telecommuting as long as the results are satisfactory, and there is no definite ending date set at this time. However, we expect the pilot program to last approximately six months.

Teleworking is not an employee benefit intended to be available to the entire District at this time. As such, no District employee is entitled to, or guaranteed the opportunity to participate in the telework program.

### **Responsibilities and Approvals**

All telework schedules will be conditionally approved for a trial period. The trial period should allow sufficient time to determine what impact the scheduling change may have on meeting workload commitments, as well as allowing the employee and District to determine whether the new work schedule will meet the needs of the employee and District.

Any adjustments to the employee's original request should be discussed to develop a work schedule that is agreeable to both the District and the employee. Adjustments to the original agreement must be documented.

### **Telework Daily Documentation**

Employees working in the telework program must document their work daily with a daily synopsis of work completed with pertinent back up documents attached to employee's timecard.

Mitigation measures to compensate for the absences of in-person communication and visual context is essential to a successful telework program. Teleworking employees are expected to communicate project status, unforeseen impediments, and similar information to their supervisor and, as appropriate, their co-workers. Emails, texts, and phone calls are the preferred modes of communicating such information. Employees who insufficiently communicate project/assignment status on a regular basis may have their telework assignment suspended or revoked.

All works documents and records are subject to the California Public Records Act requests, therefore it is imperative that telework employees use only their District-assigned email address. Use of personal email accounts for District business is expressly prohibited.

### **Telework Schedule**

The District and employee will establish a telework schedule that meets the needs of the District while accommodating the employee. Employees must be available and accessible by phone and email during regular business hours.

### **Regular Telework Schedule**

Any change in the agreed upon schedule must be approved by the District, and documented and appended to the Telework Agreement. Schedule changes must be communicated to the employee's supervisor and General Manager.

Employee must forgo telework if needed in the office on a regularly scheduled telework day. The employee may be called in to the office when necessary to meet operational needs. The District should provide reasonable notice whenever possible. However, the employee may be required to report to the office without advance notice, as needed. While working away from the office, employee must be accessible for communication (e.g., telephone, e-mail, etc.). Specific requirements are subject to the needs of the District.

Full-time telework is permissible only when necessary and justified (e.g., to accommodate medical restrictions, disabilities, or mandated health orders), and depends on the needs of the job and demonstration of a clear benefit to District objectives and operations.

### **Telework Agreement**

The District has a telework agreement that employees must agree to in order to participate in the telework program. The agreement describes the rights and duties of the District and employee, including use of equipment, protection of District property and records, and rules of conduct.

### **Alterations, Amendments, and Review**

If at any time the District or the Employee deems necessary to alter, amend, or review the telework agreement, said agreement will be placed on the agenda for the Board of Directors to review and take action if necessary.

### **Termination of Telework Participation**

A Telework Agreement may be cancelled at any time by either the employee or District by written notification.

## TELEWORK AGREEMENT

This Telework Agreement is made by Clearlake Oaks County Water District, a public agency ("District"), and \_\_\_\_\_, employee of District ("Employee") as of \_\_\_\_, 2022.

### **1. Voluntary Participation.**

Employee voluntarily agrees to work at the District-approved alternative workplace indicated below and to follow all applicable policies and procedures. Employee recognizes that the telework arrangement is not an Employee entitlement but an additional method the District may approve to accomplish work. In addition, this Agreement does not constitute an employment contract, but simply memorializes the terms and conditions of Employee working at an alternative workplace. Employee's employment with District is based on statute and District policies and procedures.

### **2. Trial Period.**

Employee and District agree to try out the arrangement for at least *[number of months]* months unless unforeseeable difficulties require earlier cancellation.

### **3. Salary and Benefits.**

District agrees that a telework arrangement is not a basis for changing the Employee's salary or benefits.

### **4. Duty Station and Alternative Workplace.**

District and Employee agree that the Employee's official workplace is at the District business office and the Employee's approved alternative workplace is: *[Address of employee]*.

For health and safety reasons, you are required to maintain a separate, designated work area at home. District has the right to visit your home work area to see if it meets District safety standards; such visits will be scheduled with at least 24 hours' advance notice.

### **5. Official Duties.**

Unless otherwise instructed, Employee agrees to perform official duties only at the regular office or District-approved alternative workplace. Employee agrees not to conduct personal business while in official duty status at the alternative workplace. Telecommuting is not to be viewed as a substitute for dependent care. District expects that you will make arrangements for someone to care for your children or other dependents (if applicable) if needed. The District recognizes that one advantage of working at home is the opportunity to have more time with dependents, but it is your responsibility to insure that you are fully able to complete your work assignments on time.

### **6. Work Schedule.**

District and Employee agree the Employee will work Monday and Thursday at the District office and Tuesday, Wednesday and Friday at the alternative workplace. There may be times when you will be requested to come into the office on a day that you might have planned to spend at home. District and your supervisor will try to minimize these unplanned office visits, but we ask that you recognize the need for them and agree to come in when requested. Similarly, there may be weeks when you have to spend more time than planned (up to the full five days) in the office when the

nature of the workload requires it. It will be your responsibility to come into the office as requested during these times.

**7. Time and Attendance.**

Employee shall certify the time and attendance for hours worked at the District office and the alternative workplace, which shall be reviewed at the end of each pay period by Employee's supervisor.

**8. Leave.**

Employee agrees to follow established office procedures for requesting and obtaining approval of leave.

**9. Overtime.**

Employee agrees to work overtime only when ordered and approved by the supervisor in advance and understands that overtime work without such approval may be subject to termination of the telework privilege and/or other appropriate action.

**10. Equipment/Supplies.**

Employee agrees to protect any District-owned equipment and to use the equipment only for official purposes. The District agrees to install, service, and maintain any District-owned equipment issued to the telework Employee. The Employee agrees to install, service, and maintain any personal equipment used. The District agrees to provide the Employee with all necessary office supplies and also reimburse the Employee for business-related long distance phone calls. Please see Exhibit 1 for District-provided equipment to be used at the alternative workplace.

**11. Security.**

If the District provides computer equipment for the alternative workplace, Employee agrees to the following security provisions:

You are expected to take reasonable precautions to protect the equipment from theft, damage, or misuse. You are required to contact your homeowner's insurance carrier to determine to what extent this property is covered under your homeowner's policy. If the District property is NOT covered, you agree to notify your supervisor and, if requested, take out additional coverage at District's expense to cover the property.

Security of confidential information is of primary concern and importance to the District. Teleworkers, like all District employees, are expected to adhere to all applicable laws, rules, regulations, policies, and procedures regarding information security: The following are basic information security guidelines:

- Use District information assets only for authorized purposes and ensure that confidential information is not disclosed to any unauthorized person.
- Back up critical information on a regular basis to assure the information can be recovered if the primary source is damaged or destroyed.
- Return material (paper documents, etc.) containing all confidential information to the District for proper handling or disposal, if necessary.

- Adhere to copyright law by not copying or sharing any District owned software utilized by teleworkers, and when no longer employed by the District, remove all such software from the home computer and return any software media to the District.
- Ensure internet connections are secure within the telework location

### **12. Liability.**

The Employee understands that the District will not be liable for damages to an Employee's personal or real property while the Employee is working at the approved alternative workplace.

### **13. Work Area.**

The Employee agrees to provide a work area adequate for performance of official duties.

### **14. Worksite Inspection.**

The Employee agrees to permit the District to inspect the alternative workplace during the Employee's normal working hours to ensure proper maintenance of District-owned property and conformance with safety standards.

### **15. Alternative Workplace Costs.**

The Employee understands that the District will not be responsible for any operating costs that are associated with the Employee using his or her home as an alternative worksite, for example, home maintenance, insurance, or utilities. The Employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the District as provided for by statute and regulations.

Office supplies as needed will be provided by District; your out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of your supervisor. Also, District will not reimburse you for travel expenses to and from the office on days when you come into the office, nor for any home-related expenses such as construction, renovations, heating/air conditioning, lighting, or electricity.

### **16. Injuries.**

Employee understands *[he/she]* is covered under California's workers compensation law if injured in the course of actually performing official duties at the District office or the alternative workplace. The Employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately.

### **17. Work Assignments/Performance.**

Employee agrees to complete all assigned work according to District policies and procedures and as mutually agreed upon by the Employee and the supervisor in an Employee performance plan. The Employee agrees to provide regular reports if required by the supervisor to help judge performance. The Employee understands that a decline in performance may be grounds for canceling the alternative workplace arrangement.

**18. Standards of Conduct.**

Employee agrees he or she is bound by District standards of conduct while working at the alternative worksite.

**19. Cancellation.**

District agrees to let the Employee resume *[his/her]* regular schedule at the District office after notice to the supervisor. Employee understands that the District may cancel the telework arrangement and instruct the Employee to resume working at the District office.

**20. Other Action.**

Nothing in this agreement precludes the District from taking any appropriate disciplinary or adverse action against an Employee who fails to comply with the provisions of this agreement.

**21. Taxes.**

It will be your responsibility to determine any income tax implications of maintaining a home office area. District will not provide tax guidance nor will the District assume any additional tax liabilities. You are encouraged to consult with a qualified tax professional to discuss income tax implications.

**IN WITNESS THEREOF, the parties hereto have executed this agreement on this day and year first written above.**

Clearlake Oaks County Water District

Employee

\_\_\_\_\_  
Margaret Medeiros, President

\_\_\_\_\_  
Olivia Mann

## EXHIBIT 1

### Telework Environment

In addition, the selection, installation, maintenance, repair or replacement of employee-owned equipment and software is the responsibility of the employee. Computer equipment should have a configuration that is compatible with the Districts Information Technology (IT) infrastructure. In the event of equipment malfunction, the teleworker must notify their supervisor immediately. If repairs will take some time, the teleworker may be asked to report to the District office until the equipment is usable.

### Equipment Inventory:

Equipment	Supplied By District	Supplied By Employee
Laptop/ Desktop	x	
Printer & Scanner	x	
Cell Phone		x

### Setting Up a Home Office

It is important for all employees to maintain a healthy, safe and ergonomically sound work environment while working in the office or at a remote location. The major difference between the District's office and the home office is ownership and control over the workplace

### Exhibit 1 – SAFETY CHECKLIST/ACKNOWLEDGEMENT

The following checklist must be completed for any in-home telework site and reviewed annually. All items must be evaluated by the employee as being satisfactory, and shall be installed and maintained in accordance with guidelines in "Setting Up An In-home Office.

#### Electrical

	Yes	No
A. All electrical outlets in the work area are permanent in nature and properly grounded.	<input type="checkbox"/>	<input type="checkbox"/>
B. There are an adequate number of electrical outlets to support equipment in the work area.	<input type="checkbox"/>	<input type="checkbox"/>
C. Electrical cords are not frayed or otherwise damaged.	<input type="checkbox"/>	<input type="checkbox"/>
D. Extension cords are not being used as a permanent source of electricity.	<input type="checkbox"/>	<input type="checkbox"/>
E. Electrical equipment and tools are properly maintained.	<input type="checkbox"/>	<input type="checkbox"/>
F. A power strip is to be utilized if multiple power sources are connected	<input type="checkbox"/>	<input type="checkbox"/>

#### Emergency Procedures

	Yes	No
A. There is more than one way out of the work area (e.g., doors/ windows)	<input type="checkbox"/>	<input type="checkbox"/>
B. A first aid kit is on site.	<input type="checkbox"/>	<input type="checkbox"/>

Environment	Yes	No
A. The work area is free of tripping hazards and is uncluttered.	<input type="checkbox"/>	<input type="checkbox"/>
B. All equipment is adequately supported and free from the danger of falling.	<input type="checkbox"/>	<input type="checkbox"/>
C. The work area has adequate lighting.	<input type="checkbox"/>	<input type="checkbox"/>
D. Potentially hazardous chemicals are not stored in, or around, the work area.	<input type="checkbox"/>	<input type="checkbox"/>

**ATTACHMENT A – SETTING UP AN IN-HOME OFFICE**

In setting up a home office, select a location that is safe, efficient, and comfortable. Observe “travel patterns” in and around the work area and avoid high traffic areas.

**The main considerations in designing an in-home office are:**

- Desk**      Your desk should be sturdy and able to handle the weight of any peripheral equipment (computers, printers, fax machines and/or telephones).

  - Conventional desks are typically 29” high.
  - Computing surfaces are usually 26” high.

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- Chair**      Your seat should be adjustable, including the headrest.

  - Height of top of seat to floor should be between 15 and 25 inches.
  - Back tilt on chair/lumbar support should be 15 degrees.

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- Lighting**      Your work lighting should be directed toward the side or behind the line of vision.

  - Bright light sources can bounce off working surfaces and diminish the sense of contrast.

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- Electricity**      You should have enough electrical outlets in the room to avoid overloading any circuits. If necessary, consult your local power utility.

  1. To avoid tripping hazard, cover interconnecting cables or place them out of the way.
  2. Position equipment close to electrical outlets.
  3. Make sure electrical outlets are grounded.