

TWAIN HARTE COMMUNITY SERVICES DISTRICT

WATER – SEWER – FIRE – PARK
P.O. Box 649, Twain Harte, CA 95383
Phone (209) 586-3172 Fax (209) 586-0424

SPECIAL MEETING OF THE BOARD OF DIRECTORS VIDEO TELECONFERENCE

April 1, 2020 2:00 P.M.

AGENDA

IMPORTANT NOTICE:

To help slow the spread of COVID-19, the District offices are closed to the public. Under the Governor's Executive Order N-25-20, this meeting will be held remotely by teleconference using Zoom:

- Videoconference: <https://zoom.us/j/104208149>
- Meeting ID: 104 208 149
- Telephone: (669) 900-6833

ANYONE CAN PARTICIPATE IN THIS MEETING: see details at the end of this agenda.

1. Call to Order

2. Pledge of Allegiance & Roll Call

3. Reading of Mission Statement

4. Public Comment:

This time is provided to the public to speak regarding items not listed on this agenda.

5. Communications:

- A. Declaration of the Board President – Altering the regular meeting location due to a local emergency caused by the coronavirus pandemic.

6. New Business

- A. Discussion/action to adopt Resolution #20-07 – Approving a Fiscal Year 2019-20 Fire CERT Fund Budget Adjustment in the Amount of \$15,200 for the Purchase of a Firefighter Rehabilitation Vehicle.
- B. Discussion regarding draft Policy 2125 – Telecommuting.
- C. Update on COVID-19 response and regulations.
- D. Discussion regarding emergency repayment of leave.
- E. Discussion regarding potential suspension of shutoffs.

7. Reports:

- A. President and Board member reports.
- B. Staff reports.

8. Adjourn

HOW TO OBSERVE THIS MEETING:

The public can observe and participate in a meeting as follows:

- **Computer:** Join the videoconference by clicking the videoconference link located at the top of this agenda or on our website. You may be prompted to enter your name and email.
- **Smart Phone/Tablet:** Join the videoconference by clicking the videoconference link located at the top of this agenda or on our website OR log in through the Zoom mobile app and enter Meeting ID# at the top of this agenda.
- **Telephone:** Listen to the meeting by calling Zoom at (408) 636-0968. Enter the Meeting ID# listed at the top of this agenda, followed by the pound (#) key.

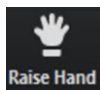
* NOTE: your personal video will be disabled and your microphone will be automatically muted.

FOR MORE DETAILED INSTRUCTIONS, CLICK [HERE](#)

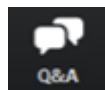
HOW TO SUBMIT PUBLIC COMMENTS:

The public will have an opportunity to comment before and after the meeting as follows:

- **Before the Meeting:** If you cannot attend the meeting, you may:
 - Email comments to ksilva@twainhartecsd.com, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments.
 - Mail comments to THCSD Board Secretary: P.O. Box 649, Twain Harte, CA 95383
- **During the Meeting:** The public will have opportunity to provide comment before and after the meeting as follows:
 - Computer/Tablet/Smartphone: Click the "Raise Hand" icon and the host will unmute your audio when it is time to receive public comment. If you would rather make a comment in writing, you may click on the "Q&A" icon and type your comment. You may need to tap your screen or click on "View Participants" to make icons visible.



Raise Hand Icon:



Q&A Icon:

- Telephone: The host will provide a time during each public comment period where telephone participants will be unmuted and enabled to share comments.

Twain Harte Community Services District Board Meeting Agenda
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* NOTE: If you wish to speak on an item on the agenda, you are welcome to do so during consideration of the agenda item itself. If you wish to speak on a matter that does not appear on the agenda, you may do so during the Public Comment period. Persons speaking during the Public Comment will be limited to five minutes, or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board. Except as otherwise provided by law, no action or discussion shall be taken/conducted on any item not appearing on the agenda. Public comments must be addressed to the board as a whole through the President. Comments to individuals or staff are not permitted.

ACCESSIBILITY:

Board meetings are accessible to people with disabilities. In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the District office 48 hours prior to the meeting at (209) 586-3172.

WRITTEN MEETING MATERIALS:

If written materials relating to items on this Agenda are distributed to Board members prior to the meeting, such materials will be made available for public inspection on the District's website: www.twainhartecsd.com



Twain Harte Community Services District

P.O. Box 649 ▪ Twain Harte, CA 95383
Phone: (209) 586-3172 ▪ Fax: (209) 586-0424
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Directors: Bill McManus ▪ Eileen Mannix ▪ Gary Sipperley ▪ Richard Knudson ▪ Kathryn deGroot

March 31, 2020

DECLARATION OF THE BOARD PRESIDENT ALTERING THE REGULAR MEETING LOCATION DUE TO A LOCAL EMERGENCY CAUSED BY THE CORONAVIRUS PANDEMIC

WHEREAS, the Twain Harte Community Services District (District) is an independent special district and the meetings of its legislative body are open and public in compliance with the legal requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.); and

WHEREAS, due to the coronavirus pandemic, we are in a state of emergency, as established by the Governor on March 4, 2020 via Proclamation, and by Tuolumne County Office of Emergency Services on March 17, 2020; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20 directing all individuals living in the State of California to stay home or at their place of residence, except as to maintain continuity of operations of specified critical infrastructure; and

WHEREAS, the Governor identified a list of Essential Critical Infrastructure Workers to help state, local, tribal and industry partners as they work to protect communities, including critical government workers, such as water and sewer workers and emergency responders; and

WHEREAS, it is necessary to continue to have meetings of District's legislative body in order to maintain the critical public health and safety services provided by the District; and

WHEREAS, Section 54954(a) of the Brown Act requires that the District specify its regular meeting time and place by ordinance, resolution or bylaws; and

WHEREAS, the District's regular meeting place has been established as the conference room of the District's offices by District Policy #5010, "Board Meetings;" and

WHEREAS, Government Code Section 54954(e) allows the Board President to designate an alternate location for meetings to take place if, due to an emergency, it is unsafe to meet in the designated location; and

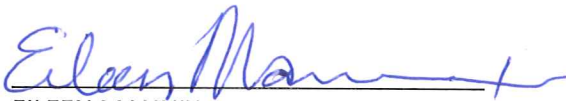
WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20 which authorized meetings of local legislative bodies to be held by teleconference or other electronic means as long as notice is provided to the public and the meeting is made accessible in specified ways to allow the public to observe and participate; and

WHEREAS, it is my intent to allow the Board and its other legislative bodies to continue to hold meetings in order to receive information, provide direction, and make decisions on behalf of the District while still complying with social distancing requirements during the pendency of this pandemic.

NOW, THEREFORE, on behalf of the District, I, Eileen Mannix, Board President, hereby find and declare all of the following:

1. The above referenced recitals are true and correct and material to the adoption of this Declaration.
2. The District offices at 22912 Vantage Pointe Drive, Twain Harte shall be temporarily closed to the public.
3. All meetings of the District's Board that are subject to the Brown Act, may be held via teleconference or other electronic means.
4. All members of the public seeking to observe and/or address the District Board may participate in the meeting telephonically or otherwise electronically.
5. This Declaration shall take effect immediately and shall remain in effect only during the period in which state or local public health officials have imposed or recommended social distancing measures.

This Declaration is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the Twain Harte Community Services District, its departments, officers, employees, contractors, or any other person.


EILEEN MANNIX
District Board President

ATTEST:


KIMBERLY SILVA
District Board Secretary

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 20-07**

**APPROVAL OF A FISCAL YEAR 2019-20 FIRE CERT FUND BUDGET
ADJUSTMENT IN THE AMOUNT OF \$15,200 FOR THE PURCHASE OF A
FIREFIGHTER REHABILITATION VEHICLE**

WHEREAS, Twain Harte Community Services District (District) is the sponsoring agency for the Twain Harte Area Community Emergency Response Team (CERT); and

WHEREAS, CERT provides critical community volunteer support and assistance to the Twain Harte community and the District in times of emergency; and

WHEREAS, firefighter rehabilitation, one of the many services performed by CERT, aids in the prevention of firefighter health complications resulting from fire incidents, such as heart attack and over-exposure to carcinogens; and

WHEREAS, a firefighter rehabilitation vehicle would enable CERT to perform firefighter rehabilitation quickly and effectively at fire events in the District and surrounding area; and

WHEREAS, CERT fundraisers have provided sufficient revenue to purchase a used firefighter rehab vehicle; and

WHEREAS, CERT has identified a used firefighter rehabilitation vehicle in good condition for a total price of \$15,200; and

WHEREAS, the Fiscal Year 2019-20 Fire CERT Fund budget needs to be adjusted to add revenue and expense line items to provide for the purchase of said firefighter rehabilitation vehicle.

NOW, THEREFORE, BE IT RESOLVED, by the District Board of Directors that the Fiscal Year 2019-20 Fire CERT Fund budget be adjusted as follows:

1. Increase the CERT Grant Revenue line item in the amount of \$15,200; and
2. Increase the CERT Capital Expenditure line item in the amount of \$15,200.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District on April 1, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Carolyn Higgins, Board Secretary









TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Telecommuting
POLICY NUMBER: 2125
ADOPTED:
REVISIONS:

4040.01 PURPOSE

This policy sets forth parameters for employees who have been authorized by the General Manager to perform work duties from a remote location (telecommute).

4040.10 AUTHORIZATION

Employees may not perform work from alternate locations (telecommute), unless specifically authorized by the General Manager in accordance with this policy. Telecommuting is not suitable for all employees, positions or situations. The General Manager has the discretion to determine the employees and/or positions who may telecommute and the level of authorization given by the General Manager may vary in scope and duration depending on the situation.

4040.20 ELIGIBILITY CRITERIA

The General Manager may use the following criteria, which is not all inclusive, to determine who may telecommute:

1. The operational needs of the employee's department and the District;
2. The potential for disruption to the District's functions;
3. The ability of the employee to perform his or her specific job duties from a location separate from his or her normal District worksite ("Alternate Worksite") without diminishing the quantity or quality of the work performed;
4. The degree of face-to-face interaction with other District employees and the public that the employee's position requires;
5. The portability of the employee's work;
6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;

7. The risk factors associated with performing the employee's job duties from a location separate from his or her normal District Worksite;
8. The ability to measure the employee's work performance from a location separate from his or her District Worksite;
9. The employee's supervisory responsibilities;
10. The employee's need for supervision;
11. Other considerations deemed necessary and appropriate by the employee's immediate supervisor, Department Head, and the General Manager.

4040.30 TELECOMMUTE AGREEMENT CONDITIONS

All employees authorized to telecommute must enter into a Telecommuting Agreement (TA) in the form attached to this agreement. In addition to the conditions specifically set forth in the TA, the employee must acknowledge and adhere to the following conditions:

1. Any TA is only valid for the time period specified in the Agreement. The Agreement is invalid after this time unless the General Manager approves an extension in writing. The General Manager may, at his or her discretion, decide to terminate the Agreement earlier.
2. Employee acknowledges and agrees that all aspects of the TA are subject to the discretion of management. Telecommuting will be approved on a case-by-case basis consistent with the eligibility criteria above.
3. Non-exempt employees who receive overtime shall be assigned a work schedule in the TA, including rest and meal breaks ("Work Schedule"). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Non-exempt employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their normal District worksite. Non-exempt employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before telecommuting outside his or her normal work hours may face discipline in accordance with the District's policy for working unauthorized overtime.
4. Telecommuting employees are required to be accessible in the same manner as if they are working at their normal District worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting, or "Alternate Worksite." Employees must be accessible via telephone, email, and/or network access to their supervisor and other District employees while telecommuting, as if working at their normal District worksite.

Employees shall check their District-related business phone messages and emails on a consistent basis, as if working at their normal District worksite.

5. Employees shall work on a full-time basis, according to the Work Schedule. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his or her supervisor upon request. Employees shall record all non-productive work time on his/her timesheet.

6. While telecommuting, employees shall adhere to the following:
 - a. Be available to the District via telephone and/or email during all TA designated work hours.
 - b. Have the Alternate Worksite be quiet and free of distractions, with reliable and secure internet and/or wireless access.
 - c. All periods of employees' unavailability must be approved in advance by management in accordance with department policy and/or procedures.
 - d. Employees shall ensure dependent care will not interfere with work responsibilities.
 - e. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
 - f. If the District has provided District-owned equipment, employees agree to follow the District's Policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to District owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

4040.40 GENERAL DUTIES, OBLIGATIONS AND RESPONSIBILITIES

Employees must adhere to the provisions set forth in this Policy and the terms of the TA. Any deviation from the TA requires prior written approval from the General Manager. The employee's work shall continue as follows:

1. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all District and departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official District documents and directives.

2. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of District employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other District employees and the public.
3. Employees shall ensure that all official District documents are retained and maintained according to the normal operating procedures in the same manner as if working at a District worksite.
4. Employees may receive approval to use personal computer equipment or be provided with District issued equipment at the discretion of General Manager.
5. The District shall not be responsible for costs associated with the use of computer and/or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (e.g., utilities associated with the employee's telecommuting).
6. Employees may receive a virtual private network ("VPN") account or other secure means of connecting to the District's network, as approved by the General Manager.
7. Employees shall continue to abide by practices, policies and procedures for requests of sick, vacation and other leaves of absences. Requests to work overtime, declare vacation or take other time off from work must be pre-approved by each employee's supervisor. If an employee becomes ill while working under an TA, he/she shall notify his/her supervisor immediately and record on his/her timesheet any hours not worked due to incapacitation.
8. Employees must take reasonable precautions to ensure their devices (e.g., computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the District's network and must close or secure all connections to District desktop or system resources (e.g., remote desktop, VPN connections, etc.) when not conducting work for the District. Employees must maintain adequate firewall and security protection on all such devices used to conduct District work from the Alternate Worksite.
9. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the District's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from the Alternate Worksite or transport from their normal District worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their normal District worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to the District at the termination of the TA or upon request by their supervisor, Department Head or General Manager.

10. Employees' salary and benefits remain unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. The District shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.
11. All of Employees' existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of the TA, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.
12. Any breach of the telecommuting agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.

Emergency Telecommuting Agreement

Employee Acknowledgement:

I, the undersigned employee (“Employee”), have read the Telecommuting Policy and the Telecommuting Agreement (“TA” or “Agreement”) in their entirety and I agree to abide by the terms and conditions they contain. I understand and agree that the TA is temporary and contingent upon General Manager approval. Approval does not imply entitlement to a permanently modified position or a continued telecommute arrangement.

I understand and agree that the TA is voluntary and may be terminated at any time. I further understand that the District may, at any time, change any or all of the conditions under which approval to participate in the TA is granted, with or without notice.

I agree to and understand my duties, obligations and responsibilities. I also understand it is my responsibility to provide adequate advance notification to my supervisor if I am unable to keep any of the agreed upon commitments and/or deliverables. If I fail to do so, I understand this Agreement may be immediately terminated.

The Agreement is valid from _____ to _____. I understand this Agreement expires on _____ and may not continue unless the General Manager approves a new TA in writing. The General Manager may rescind this Agreement at any time.

Regularly Assigned Place of Employment: The days and hours the District expects the Employee to be physically present at the District Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

I hereby affirm by my signature that I have read this Telecommuting Agreement, and understand and agree to all of its provisions.

Employee's Name and Title Date

Employee's Supervisor's Name and Title Date

General Manager's Name Date

SAMPLE AGREEMENT FOR REPAYMENT OF LEAVE PAY

In the event an employee has exhausted all vacation, sick leave, compensatory time off, [INSERT ANY ADDITIONAL LEAVE], an employee may accrue up to ____ additional hours of sick leave, according to the terms below.

Based on mutual written agreement between the employee and [TITLE], the amount of extra sick leave taken must be repaid within _____ of the date of the last day of the leave.

Except as modified by this Policy, all [AGENCY] policies, procedures, regulations, and Memoranda of Understanding remain in full force and effect. This is an emergency policy of the [AGENCY] and is not intended to be a binding practice. This Policy is subject to change at any time, based on changing circumstances and information known about the COVID-19 virus. The [AGENCY] will notify employees of any changes to this Policy and will comply with all applicable laws regarding notice to bargaining units, as required.

Reason for Leave:

_____ Leave because of the closure of my child(ren)'s school(s) or child care provider(s) or the unexpected unavailability my child(ren)'s child care provider.

_____ Leave because I would like to follow Governor Gavin Newsom's March 15, 2020 guidance for the home-isolation of individuals over the age of 65 and those with chronic health conditions.

_____ Leave due to a legal shelter-in-place order issued by a federal, state, or local agency, official, governing body, or other entity.

_____ Leave because, within the last 14 days, I have returned from travel to or through areas with a Warning Level 3 or higher as defined by the Centers for Disease Control (CDC) or from travel on a cruise ship.

_____ Leave because, within the last 14 days, I have had close contact with affected individuals, defined as (a) being within approximately 6 feet (2 meters) of a COVID-19 case for a prolonged period of time (close contact can occur while caring for, living with, visiting, or sharing a healthcare waiting area or room with a COVID-19 case); or (b) having direct contact with infectious secretions of a COVID-19 case (*e.g.*, being coughed on).

_____ Leave because I am exhibiting symptoms (*e.g.*, fever [defined as 100.4° F [37.8° C] or greater using an oral thermometer], coughing, and/or shortness of breath) associated with COVID-19 or I have obtained a positive diagnosis of COVID-19.

_____ Leave to care for a family member (as defined below) who is exhibiting symptoms of (e.g., fever (defined as 100.4° F [37.8° C] or greater using an oral thermometer), coughing and/or shortness of breath) or who has obtained a positive diagnosis of COVID-19. The family member I am caring for is my: _____ (Family Member's Relation to You)

Repayment:

Commencing on _____, 20____ (payroll period ____ - ____), until the sick leave advanced is repaid I agree to forego my biweekly:

- Sick Leave Accrual Vacation Leave Accrual Other Leave Accrual

I understand and fully acknowledge that I am required to repay the [AGENCY] the number of hours of sick leave I accrue under this Agreement within _____ of the date of the last leave day I use. If I leave [AGENCY] employment for any reason prior to the full repayment of the sick leave accrual, I consent to the withholding of the amount necessary to repay the [AGENCY] for the sick leave advance from my last payroll warrant. If any amount remains due after I have separated from the [AGENCY], I agree to pay the remaining balance back to the [AGENCY] within 60 business days of my date of separation from employment. I understand that if I fail to repay the full balance of the sick leave accrual, the [Agency] will commence litigation to recover the balance due.

Date: _____

Employee Signature: _____

[PERSONNEL OFFICER] Signature: _____
(or designee)