

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
Finance/Policy Committee Meeting**

Chair: *Eileen Mannix*

Co-Chair: *Charlotte Bohlman*

**THCSD CONFERENCE ROOM
22912 VANTAGE POINTE DR., TWAIN HARTE
November 1, 2023 1:30 p.m.**

NOTICE: Public May Attend this Meeting In-Person.

The meeting will be accessible via ZOOM for anyone that chooses to participate virtually:

- Videoconference Link: <https://us02web.zoom.us/j/89231185517>
 - Meeting ID: 892 3118 5517
 - Telephone: (669) 900-6833
- ❖ Teleconference Location (Director Bohlman): 826 Wilson Rd., Highlands, North Carolina, 28741.

AGENDA

1. Annual review of Policy #1015 – Identity Theft Prevention Program.
2. Annual review of Policy #2082 – Internet, Email and Social Media Use.
3. Review of Policy #2130 – Use of District Vehicles and Equipment.
4. Review Policy #2135 – Use of District Fitness Facility.
5. Review Policy #2140 – Employee Safety Award.
6. Discuss potential activation of the community services district power to perform street lighting within the District.
7. Adjourn.

HOW TO VIRTUALLY PARTICIPATE IN THIS THIS MEETING

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

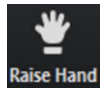
- **Computer:** Join the videoconference by clicking the videoconference link located at the top of this agenda or on our website. You may be prompted to enter your name and email. Your email will remain private and you may enter “anonymous” for your name.
- **Smart Phone/Tablet:** Join the videoconference by clicking the videoconference link located at the top of this agenda OR log in through the Zoom mobile app and enter the Meeting ID# and Password found at the top of this agenda. You may be prompted to enter your name and email. Your email will remain private and you may enter “anonymous” for your name.
- **Telephone:** Listen to the meeting by calling Zoom at (4669) 900-6833. 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.

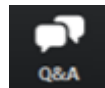
SUBMITTING PUBLIC COMMENT

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

- **Before the Meeting:**
 - 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:**
 - 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: Press *9 if to notify the host that you have a comment. The host will unmute you during the public comment period and invite you to share comments.
- In-Person: Raise your hand and the Board Chairperson will call on you.

* 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.

MEETING ETIQUETTE

Attendees shall make every effort not to disrupt the meeting. Cell phones must be silenced or set in a mode that will not disturb District business during the meeting.

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

Policy and Procedure Manual

POLICY TITLE: Identity Theft Prevention Program
POLICY NUMBER: 1015
ADOPTED: June 11, 2009
REVIEWED: 10/9/2014, 10/10/2015, 10/6/2016, 10/12/2017, 10/10/2018,
11/12/2019, 11/12/2020, 11/10/2021, 11/9/2022
LAST AMENDED: November 9, 2022

1015.10 PURPOSE

This program is intended to identify red flags that will alert District employees when new or existing accounts are opened using false information, protect against the establishment of false accounts, and provide measures to respond to such events.

1015.20 RISK ASSESSMENT

This policy is based on an internal risk assessment conducted by the District to evaluate how at risk the current procedures are at allowing customers to create a fraudulent account and evaluate if current (existing) accounts are being manipulated. This risk assessment evaluated how new accounts were opened and the methods used to access the account information. Using this information, the District identified red flags that were appropriate to prevent identity theft for the following types of activities:

- New accounts opened in person for new construction
- New accounts opened via mail (copy of Grant Deed required)
- Account information accessed in person
- Account information accessed via telephone (person)

1015.30 DETECTION (RED FLAGS)

At a minimum, the following red flags will be used to detect potential fraud. These are not intended to be all-inclusive and other suspicious activity may be investigated as necessary.

- Identification documents appear to be altered.
- Photo and physical description do not match appearance of applicant.
- Other information is inconsistent with information provided by applicant.
- Other information provided by applicant is inconsistent with information on file.
- Application appears altered or destroyed and reassembled.

- ❑ Personal information provided by applicant does not match other sources of information (e.g. credit reports, SS# not issued or listed as deceased).
- ❑ Information provided is associated with known fraudulent activity (e.g. address or phone number provided is same as that of a fraudulent application).
- ❑ Information commonly associated with fraudulent activity is provided by applicant (e.g. address that is a mail drop or prison, non-working phone number or associated with answering service/pager).
- ❑ SS#, address, or telephone # is the same as that of another customer.
- ❑ Customer fails to provide all information requested.
- ❑ Personal information provided is inconsistent with information on file for a customer.
- ❑ Applicant cannot provide information requested beyond what could commonly be found in a purse or wallet.
- ❑ Identity theft is reported or discovered.

1015.40 RESPONSE TO POTENTIAL FRAUD

Any employee that may suspect fraud or detect a red flag will implement the following response as applicable. All detections or suspicious red flags shall be reported to senior management.

1. Ask applicant for additional documentation
2. Notify internal manager: Any District employee who becomes aware of a suspected or actual fraudulent use of a customer or potential customers' identity must notify Finance Officer or General Manager.
3. Notify law enforcement: The District will notify Sheriff's Department at Sonora, CA of any attempted or actual identity theft.
4. Do not open the account.
5. Close the account.
6. Do not attempt to collect against the account but notify authorities.

1015.50 PERSONAL INFORMATION SECURITY PROCEDURES

The District shall implement the following security procedures:

1. Paper documents, files and electronic media containing secure information will be stored in locked file cabinets.
2. Only specially identified employees with a legitimate need will have keys to the office and cabinets.
3. Files containing personally identifiable information are kept in locked file cabinets except when an employee is working on the file.
4. Employees will not leave sensitive papers out on their desks when they are away from their workstations.

5. Employees store files when leaving their work areas.
6. Employees lock file cabinets when leaving their work areas.
7. Visitors who must enter areas where sensitive files are kept must be escorted by a District employee.
8. No visitor will be given any entry codes or allowed unescorted access to the office.
9. Access to sensitive information will be controlled using "strong" passwords. Employees will choose passwords with a mix of letters, numbers, and characters.
10. Passwords will not be shared or posted near workstations.
11. When installing new software, immediately change vendor-supplied default passwords to a more secure strong password.
12. Sensitive information that is sent to third parties over public networks will be encrypted.
13. Anti-virus and anti-spyware programs will be run on individual computers and on servers daily.
14. When sensitive data is received or transmitted, secure connections will be used.
15. Computer passwords will be required.
16. Usernames and passwords will be different.
17. The computer network will have a firewall where your network connects to the Internet.
18. Check references or do background checks before hiring employees who will have access to sensitive data.
19. New employees sign an agreement to follow the District's confidentiality and security standards for handling sensitive data.
20. Access to customer's personal identity information is limited to employees with a "need to know."
21. Procedures exist for making sure that workers who leave your employ or transfer to another part of the company no longer have access to sensitive information.
22. Implement a regular schedule of employee training.
23. Employees will be alert to attempts at phone phishing.
24. Employees are required to notify the General Manager immediately if there is a potential security breach.
25. Employees who violate security policy are subjected to discipline up to, and including, dismissal.

26. Service providers notify you of any security incidents they experience, even if the incidents may not have led to an actual compromise of our data.
27. Paper records will be shredded before being placed into the trash.
28. Paper shredders will be available in the office.
29. Any data storage media will be disposed of by shredding, punching holes in, or incineration.

1015.60 IDENTITY THEFT PREVENTION PROGRAM REVIEW AND APPROVAL

Annually, at each November board meeting, the General Manager will prepare and submit a report to the governing body that includes matters related to the program, the effectiveness of the policies and procedures, the oversight and effectiveness of any third party billing and account establishment entities, a summary of any identify theft incidents and the response to the incident and recommendations for substantial changes to the program, if any.

Appropriate employees will be trained on the contents and procedures of this policy.



Twain Harte Community Services District MEMORANDUM

DATE: November 1, 2023

TO: Board of Directors

FROM: Tom Trott, General Manager

SUBJECT: Annual Report – Identity Theft Prevention Program (Policy #1015)

Twain Harte Community Services District staff successfully implemented the Identity Theft Prevention Program (Policy #1015) over the last year of business. The following report summarizes Policy activities over the past year.

Actions:

- **Detection.** Employees looked for red flags identified in the Policy when opening new accounts, receiving requests to access account information, and in daily business activities with other staff, vendors and customers.
- **Response.** When red flags were detected, employees responded according to the Policy by asking for additional information. This prevented fraud in all cases related to customer or vendor interactions. It also helped identify fraudulent emails from a cyber thief who attempted to get the District to pay them instead of a contractor. The fraud was quickly identified and District staff prevented the cyber theft.
- **Personal Information Security Procedures.** All procedures were followed.
- **Training.** Appropriate staff reviewed Policy 1015 and were trained on its contents and procedures to prevent fraud.

Incidents:

ZERO incidents occurred in the last year related to District staff, customers and vendors.

Recommendations:

The guidelines of this policy proved effective in preventing fraud; therefore, no substantive Policy changes are recommended.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Internet, Email and Social Media Use
POLICY NUMBER: 2082
ADOPTED: May 14, 2009
AMENDED: 3/8/2012, 1/10/2013, 9/8/2016, 11/12/2020
REVIEWED: 12/10/2015, 12/14/2017, 11/10/22
LAST AMENDED: November 9, 2022

2082.10 PURPOSE

The District believes that employee access to and use of internet, email, social media and other electronic communications resources benefits the District. This policy is established to ensure that all District employees use internet, email and social media resources in an ethical, legal and appropriate manner. This policy defines acceptable and unacceptable use of internet, email and social media resources. It also establishes actions the District may take for inappropriate use of such resources, since misuse has the potential to harm the District's reputation and success.

2082.20 ACKNOWLEDGEMENT AND REVIEW

2082.21 Acknowledgment. All employees must read and adhere to the guidelines and requirements established herein. Employees shall verify that they have read the policy by signing a form that will be placed in their personnel file.

2082.22 Review. The District Board shall review this policy annually. At the same time as the Board's review or any time after the Board revises this policy, all District employees shall re-read the policy and acknowledge their review in writing.

2082.30 DEFINITIONS

2082.31 Email. All forms of electronic information sent over the internet, including but not limited to electronic mail and instant chat messages.

2082.32 Post. Content an individual shares on a social media site or the act of publishing content on a site.

2082.33 Profile. Information that a user provides about himself or herself on a social networking site.

2082.34 Social Media. A category of internet-based resources that enable the user to generate content and encourage other user participation. This includes, but is not

limited to, social networking sites: Facebook, Instagram, Twitter, YouTube and other sites. (There are thousands of these types of sites and this is only a short list.)

2082.35 Social Networks. Platforms where users can create profiles and share information with others using a range of technologies.

2082.36 Speech. Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, videotape, or related forms of communication.

2082.40 NO RIGHT TO PRIVACY

2082.41 Employees do not have any right to privacy in District internet, email and social media use. This includes, but is not limited to internet sites visited, downloads and email messages produced, sent or received through the District's email system or the District's servers and network.

2082.42 The District maintains administrative controls to email and internet and may reset passwords to access accounts at any time. Employees must disclose passwords to systems, software and sites not directly controlled by the District.

2082.43 Employees access to and use of the internet, email and other electronic communications (including all associated content) will be monitored frequently to promote the administration of the District, its business and policies.

2082.44 The District retains backup copies of all documents, including email messages produced, sent, received, and deleted through the District's email system, in accordance with the District's Records Retention Policy.

2082.45 It is advisable for all employees of the District to remind customers/clients/contractors that email and/or documents sent to the District are not confidential.

2082.50 APPROPRIATE USE GUIDELINES

District employees and Board members shall adhere to the following guidelines of appropriate use of District internet, email and social media resources:

1. Correspondence with customers (and others) through the District's email system may be considered part of the District's public records and should be treated as such.
2. When employees communicate using email or other features of the internet, the employee must be extremely mindful of the image being portrayed of the District.
3. Email and any attachments are subject to the same ethical and legal concerns and standards of good conduct as memos, letters and other paper-based documents. Employees shall not transmit information in an email that should not be written in a letter, memorandum or document available to the public.

4. Be aware of the content placed within an email. Email, once transmitted, can be printed, forwarded and disclosed by the receiving party without the consent of the sender.
5. Employees shall take all necessary steps to prevent unauthorized disclosure of confidential or privileged information.
6. Employees are to be continually aware of phishing scams and other methods hackers use to compromise security and shall consider such scams before downloading or opening files and other items on their computers to prevent the introduction of computer viruses.
7. Emails that employees need to retrieve from their personal internet accounts must be retrieved via that user's personal internet account.
8. Employees will only access the internet using the approved internet browser. Any other browser being used on a workstation will be promptly removed.
9. Employees will only download information and/or publications for official business purposes.
10. Employees will respect all copyright and license agreements regarding software or publication that they access or download from the internet. The District will not condone violations of copyright laws and licenses and the employee will be personally liable for any fines or sanctions caused by the license or copyright infringement. Any software or publication, which is downloaded onto District computer resources, becomes the sole property of the District.

2082.60 INAPPROPRIATE USE RESTRICTIONS

District employees and Board members shall not engage in any of the following restrictions related to use of District internet, email and social media resources:

1. Accessing internet sites that contain pornography, exploit children or that would generally be regarded in the community as offensive, or for which there is no official business purpose to access.
2. Participating in any profane, defamatory, harassing, illegal, discriminatory or offensive activity or any activity that is inconsistent in any way with the District's policies (i.e. Policy #2002 Discrimination, Policy #2170 Sexual Harassment, Policy #2215 Harassment).
3. Using speech containing obscene or sexually explicit language, images, or acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias against any protected class of individuals.
4. Using speech involving themselves or other District personnel reflecting behavior that would reasonably be considered reckless or irresponsible.
5. Transmitting offensive messages of any kind.

6. Posting, downloading or viewing inappropriate pictures or images.
7. Using email or the internet to distribute copyrighted materials.
8. Using email, internet or social media for inappropriate or unauthorized advertising and promotion of the District or others.
9. Using email, internet or social media for personal commercial activity.
10. Using another employee's username/account without express permission of the user or systems administrator.
11. Receiving and/or downloading executable files and programs without express permission of the systems administrator. This includes, but is not limited to, software programs and software upgrades. This does not include email and/or documents received via email and the internet. All downloaded files must be scanned for viruses.
12. Exploiting security weaknesses of the District's computer systems and network and/or other networks or computers outside the District.
13. Using internet, email and/or social media in a manner that interferes with the timely and efficient performance of job duties. Access to these resources is not a benefit of employment with the District.

2082.70 PERSONAL USE OF SOCIAL MEDIA

2082.71 Purpose and Philosophy. Social media provides a valuable means of assisting the District and its personnel in gathering community information and other related organizational and community objectives. This section identifies possible uses of social media that may be deemed necessary by Board members and administrative/supervisory personnel.

2082.72 Employee and Board Responsibility. The proper functioning of any public agency relies upon the public's confidence and trust in the individuals and the agency to provide effective service and protection. Any matter, which brings the integrity of District personnel or Board members into question has the corresponding effect of reducing public confidence and trust, impeding the ability to work and serve the public. While employees and Board members have the right to use personal/social networking web pages or sites, as members of the District, they are encouraged to remember their position of public responsibility, trust, and transparency when using personal social media. Employees and Board members shall maintain a level of professionalism in both on and off-duty conduct. Employees and Board members shall not engage in conduct that contradicts or impedes the mission of the District.

2082.73 Personal Use Cautions. Employees and Board members are cautioned to take into account the following when using social media for personal use:

1. Employees are free to express themselves as private citizens on social media sites to the degree that their speech does not impair working relationships of the District, impede the performance of duties, impair discipline and harmony among co-workers, or negatively affect the public perception of the District.
2. Employees are cautioned that their speech either on or off duty that has a nexus to the employee's professional duties and responsibilities may not necessarily be protected speech under the First Amendment.
3. Employees should assume that their speech and related activity on social media sites will reflect upon their position within the District and should be mindful that their speech becomes part of the worldwide web.
4. Employees should expect that any information created, transmitted, downloaded, exchanged, or discussed in a public online forum may be accessed by the District at any time without prior notice.
5. Employees should not display department logos, uniforms, or similar identifying items on personal web pages without prior written permission.
6. Employees should not post any material that brings discredit to or may adversely affect the efficiency or integrity of the District.
7. Employees should not complain about their jobs, supervisors, or co-workers in a public forum. These comments reflect poorly on you, the organization and the persons that you criticize. Negative and derogatory comments may also lead to claims of defamation and slander.

2082.74 Personal Use Prohibitions. Employees and Board members are prohibited from the following types of personal use of social media:

1. Using of the Twain Harte Community Services District name, logos, or employee status on personal social media to imply directly, or indirectly, that your personal opinions or posts are an official position or opinion of the District.
2. Divulging information gained by reason of their authority as a District employee or making any statements, speeches, appearances, and endorsements, or publishing materials that could reasonably be considered to represent the views or positions of the District without express authorization.
3. Linking work activities to personal social media postings.
4. Posting inappropriate status updates that discuss your department, other staff members, or that may implicate unprofessional conduct.
5. Post photographs/images, video, audio files and/or any other information related to any emergency response activity conducted by this District.

6. Post, transmit, or otherwise disseminate any information to which they have access as a result of their employment without written permission from the General Manager or designee.
7. Using social media while engaged in District work activities, except when such use is directly related to performance of District work activities. Access to social media sites on a personal device should only occur during breaks or absolute down time (firefighters only) as you would use a personal cell phone when on duty. It is inappropriate to post statuses or to view social networking profiles while engaged in District work activity.

2082.80 VIOLATIONS

Failure to adhere to the guidelines and requirements of this policy may lead to disciplinary action, up to and including, immediate termination. Any employee becoming aware of or having knowledge of a posting or of any social media site or web page in violation of the provision of this policy shall notify his or her supervisor immediately for follow-up action. Violation of this social media policy may result in suspension or termination.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Use of District Vehicles and Equipment

POLICY NUMBER: 2130

ADOPTED: May 8, 2008

AMENDED:

LAST AMENDED:

2130.10 Twain Harte Community Services District vehicles and equipment are intended for District related business only. Seat belts must be worn at all times by anyone driving or riding in District vehicles.

2130.20 All District vehicles, with the exception of assigned vehicles, shall be stored and locked in or on the appropriate District property after normal working hours, unless extended hours are necessary for repairs or modifications to the District equipment and/or lines.

2130.21 The District backhoe may remain on a work site if deemed necessary for completion, provided it is locked and secured for the night. When feasible, it should be returned to the District yard.

2130.30 Any employee assigned a District vehicle may not use the vehicle for personal purposes other than for commuting or limited incidental personal use (such as a stop for a brief personal errand on the way between a business activity and the employee's home). Fire personnel may utilize their assigned vehicle while on standby if they are expected to immediately respond to a call.

2130.40 An employee may be assigned the District vehicle to run errands for the District or attend District business related meetings. The specific needs of the District at the time will determine the most cost effective and efficient destination for errands.

2130.50 All employees of the District will be placed on the Department of Motor Vehicles Pull Notice list (with the exception of the Board of Directors).

2130.51 An employee required to drive District vehicles must maintain a valid driver's license of the appropriate class with endorsements for the vehicles operated, and an acceptable driving record as required by the District's vehicle insurance carrier.

2130.60 Any misuse of District vehicles or violation of these rules and regulations is cause for disciplinary action up to, and including, termination.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Use of District Vehicles and Equipment

POLICY NUMBER: 2130

ADOPTED: May 8, 2008

AMENDED:

LAST AMENDED:

2030.10 PURPOSE

The purpose of this policy is to set forth general guidelines and rules for employee use of District vehicles and equipment.

2030.20 GENERAL RULES AND GUIDELINES

Employees using District vehicles and equipment shall abide by the following rules and guidelines:

1. Licensing: An employee required to drive District vehicles must maintain a valid driver's license of the appropriate class with endorsements for the vehicles operated, and an acceptable driving record as required by the District's vehicle insurance carrier.
2. Training: Only employees who have been appropriately trained by experienced District staff and/or other District-accepted trainers shall operate District equipment.
3. Safety: Employees must wear a seat belt at all times while operating District vehicles and must comply with all laws and safety requirements when operating District vehicles or equipment.
4. Business Use Only: District vehicles and equipment are intended for District-related business only.
5. Assigned Vehicles: Any employee assigned a District vehicle may not use the vehicle for personal purposes other than for commuting or limited incidental personal use (such as a stop for a brief personal errand on the way to conduct a business activity or on the way to the employee's home from a business activity). Personnel who are assigned on-call duty may utilize their assigned vehicle while on-call if they are expected to immediately respond to a call.

6. Travel for District Business: An employee may be assigned a District vehicle when District business requires travel. The specific needs of the District at the time will determine the most cost effective and efficient destination for errands.

7. Storage: All District vehicles and equipment, with the exception of assigned vehicles, shall be stored and locked in or on the appropriate District property after normal working hours, unless extended hours are necessary for repairs or other District activities. District equipment used for projects may be locked and stored overnight at the project site only at the discretion of the appropriate division head.

2030.30 VIOLATIONS

Any misuse of District vehicles or equipment or violation of these rules and guidelines is cause for disciplinary action up to, and including, termination.

~~2130.10 Twain Harte Community Services District vehicles and equipment are intended for District related business only. Seat belts must be worn at all times by anyone driving or riding in District vehicles.~~

~~2130.20 All District vehicles, with the exception of assigned vehicles, shall be stored and locked in or on the appropriate District property after normal working hours, unless extended hours are necessary for repairs or modifications to the District equipment and/or lines.~~

~~2130.21 The District backhoe may remain on a work site if deemed necessary for completion, provided it is locked and secured for the night. When feasible, it should be returned to the District yard.~~

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~~2130.50 All employees of the District will be placed on the Department of Motor Vehicles Pull Notice list (with the exception of the Board of Directors).~~

~~2130.51 An employee required to drive District vehicles must maintain a valid driver's license of the appropriate class with endorsements for the vehicles operated, and an acceptable driving record as required by the District's vehicle insurance carrier.~~

~~2130.60 Any misuse of District vehicles or violation of these rules and regulations is cause for disciplinary action up to, and including, termination.~~

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Use of District Vehicles and Equipment

POLICY NUMBER: 2130

ADOPTED: May 8, 2008

AMENDED:

LAST AMENDED:

2030.10 PURPOSE

The purpose of this policy is to set forth general guidelines and rules for employee use of District vehicles and equipment.

2030.20 GENERAL RULES AND GUIDELINES

Employees using District vehicles and equipment shall abide by the following rules and guidelines:

1. Licensing: An employee required to drive District vehicles must maintain a valid driver's license of the appropriate class with endorsements for the vehicles operated, and an acceptable driving record as required by the District's vehicle insurance carrier.
2. Training: Only employees who have been appropriately trained by experienced District staff and/or other District-accepted trainers shall operate District equipment.
3. Safety: Employees must wear a seat belt at all times while operating District vehicles and must comply with all laws and safety requirements when operating District vehicles or equipment.
4. Business Use Only: District vehicles and equipment are intended for District-related business only.
5. Assigned Vehicles: Any employee assigned a District vehicle may not use the vehicle for personal purposes other than for commuting or limited incidental personal use (such as a stop for a brief personal errand on the way to conduct a business activity or on the way to the employee's home from a business activity). Personnel who are assigned on-call duty may utilize their assigned vehicle while on-call if they are expected to immediately respond to a call.

6. Travel for District Business: An employee may be assigned a District vehicle when District business requires travel. The specific needs of the District at the time will determine the most cost effective and efficient destination for errands.
7. Storage: All District vehicles and equipment, with the exception of assigned vehicles, shall be stored and locked in or on the appropriate District property after normal working hours, unless extended hours are necessary for repairs or other District activities. District equipment used for projects may be locked and stored overnight at the project site only at the discretion of the appropriate division head.

2030.30 VIOLATIONS

Any misuse of District vehicles or equipment or violation of these rules and guidelines is cause for disciplinary action up to, and including, termination.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Use of District Fitness Facility

POLICY NUMBER: 2135

ADOPTED: October 6, 2016

AMENDED:

LAST AMENDED:

2135.10 PURPOSE

The primary purpose of the District fitness facility is to provide District firefighters with the ability to maintain fitness levels needed to perform firefighting duties and to prevent injuries. The District also allows other employees and board members to utilize the fitness facility to promote good health and well-being.

2135.20 FACILITY USE AND AFTER HOURS USE

The fitness facility may be accessed 24 hours a day/7 days a week through the downstairs exterior entrance. District firefighting personnel may utilize the facility at any time during or outside of assigned shifts. All other personnel may utilize the facility outside of working hours or during breaks. Use of facilities by off-duty personnel may not prohibit or hinder use by on-duty fire personnel. Noise must be kept to a minimum during office business hours to minimize disruptions to customers and office staff.

2135.30 GUEST USE

One guest may accompany District personnel when using the fitness facility. The guest must be age 14 or over. Guests may not use the fitness facility without the supervision of District personnel.

2135.40 LIABILITY AND WORKERS' COMPENSATION

Use of the fitness facility is at the participant's own risk. Any injuries sustained while using the facility will not be eligible for worker's compensation reimbursement, unless such injury occurs as part of physical training activities conducted by on-duty fire personnel.

2135.50 LIABILITY WAIVER FORM

All users of the facility shall sign a liability waiver form (**Attachment A**) and file it with the District prior to use of the fitness facility. A waiver form for all minors shall be signed by the user's legal guardian.

2135.60 SECURITY

The entrance to the fitness facility shall remain locked at all times. Keys or codes used to lock/unlock the facility shall not be given to anyone other than District employees. If the facility is alarmed, users shall arm the alarm when leaving the facility.

2135.70 POSTED RULES

Fitness facility rules shall be established by the General Manager, or designee, and shall be posted in the facility. Rules shall emphasize safety and shall be adhered to at all times.

ATTACHMENT A

TWAIN HARTE COMMUNITY SERVICES DISTRICT FITNESS FACILITY

WAIVER, RELEASE AND INDEMNITY AGREEMENT – ADULT

In consideration for the Twain Harte Community Services District's ("District") permitting the participant named below to utilize the fitness facility operated by District, the undersigned on behalf of his/her heirs, executors, administrators and assigns hereby agree to the following terms and conditions ("Agreement"):

- 1. Assumption of Risk.** I understand and acknowledge that there are certain risks inherent in my use of the fitness facility or its equipment, or participation in activities conducted there. I understand that these risks include, but are not limited to: (1) minor injuries such as scratches, bruises, and sprains, (2) emotional trauma, (3) major injuries such as eye injury or loss of sight, joint or back injuries, injuries to internal organs, joints, ligaments, muscles or tendons, fractures, and concussion; and (4) catastrophic injuries including paralysis, brain damage, permanent disability and death. I understand that these injuries or outcomes may arise from mine or others' actions, inaction or negligence, or the condition of the fitness facility or its equipment. Nonetheless, I acknowledge and expressly assume all risks and dangers associated with my use of the fitness facility, or participation in any activity conducted there, whether described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which I may suffer, arising in whole or in part from my use of the fitness facility or participation in any activity conducted there.
- 2. Voluntary Release.** I voluntarily release, discharge, waive and relinquish all claims against Twain Harte Community Services District, its officers, trustees, directors, employees, volunteers, agents and representatives (collectively "the Released Parties") from any and all claims and liabilities resulting from ordinary negligence that arise out of, or relate to, my use of the fitness facility or participation in any activity conducted there, including but not limited to, claims for bodily injury, personal injury, emotional distress, property loss or damage or wrongful death. It is the intent of this Agreement to relieve the Released Parties from negligence to the greatest extent permitted by law.
- 3. Participant Responsibility.** I recognize and agree that I am responsible for minimizing risk through responsible behavior. I agree to adhere to the fitness facility rules and directions and instructions from District staff, and to refrain from using equipment in a manner inconsistent with its design and intended purpose. I acknowledge that, even if I follow all directions, instructions, and rules and exercise utmost personal care, a certain irreducible inherent risk in the use of the fitness facility and participation in activities there shall remain, and I hereby accept that risk. I understand and acknowledge that the District does not provide supervision or assistance for use of the fitness facility facilities or equipment.

4. **Indemnification/Hold Harmless.** To the fullest extent provided by law, I agree to defend and indemnify the Released Parties against, and agree to hold them harmless from, any and all claims, actions, suits, procedures, costs (including attorney's fees), expenses, damage and liabilities arising out of my actions related to use of the fitness facility and participation in activities there.

5. **Release from Third-Party Liability:** I understand that the District is not an agent of, and has no responsibility for, any third party, including without limitation any sponsor or entity that may provide any services, hospitality, public and/or private transportation, equipment, training or activities associated with the fitness facility or participation in any activities conducted there. I hereby relieve the Released Parties from any and all claims arising out of such third party liability, events, acts, or omissions.

6. **Authorization for Medical Treatment.** I consent to any of the staff, employees and representatives of the District administering or consenting to the administration of such emergency medical care to me as such person(s) deem appropriate under the circumstances. I understand that District does not carry or maintain health, medical or disability insurance coverage for me, and I therefore agree to assume the responsibility for such insurance coverage for myself.

7. **Course and Scope of Employment.** I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is voluntary and not within the course or scope of my employment.

8. **Entire Agreement.** This Agreement constitutes a single, integrated contract expressing the entire Agreement of the parties with regard to the subject matter addressed in this Agreement: there are no other agreements, written or oral, express or implied, between the parties concerning the subject matter of this Agreement.

I agree that this release is intended to be as broad and inclusive as is permitted by the law in the State of California and that if any part of this release is deemed to be invalid, the remaining terms shall continue in full force and effect.

I HAVE READ THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS. MY SIGNATURE BELOW IS VOLUNTARY AND INDICATES THAT I ACCEPT ALL TERMS OUTLINED IN THIS AGREEMENT.

Participant's Signature

Printed Name

Date

TWIN HARTE COMMUNITY SERVICES DISTRICT FITNESS FACILITY

WAIVER, RELEASE AND INDEMNITY AGREEMENT – MINOR CHILD

In consideration for the Twain Harte Community Services District's ("District") permitting the minor child ("Child") named below to utilize the fitness facility operated by District, the undersigned parent(s) or legal guardian(s) on behalf of their heirs, executors, administrators and assigns, and on behalf of the Child, hereby agree to the following terms and conditions ("Agreement"):

1. **Assumption of Risk.** I understand and acknowledge that there are certain risks inherent in the Child's use of the fitness facility or fitness facility equipment, or participation in activities conducted there. I understand that these risks include, but are not limited to: (1) minor injuries such as scratches, bruises, and sprains, (2) emotional trauma, (3) major injuries such as eye injury or loss of sight, joint or back injuries, injuries to internal organs, joints, ligaments, muscles or tendons, fractures, and concussions; and (4) catastrophic injuries including paralysis, brain damage, permanent disability and death. I understand that these injuries or outcomes may arise from the Child's or others actions, inaction or negligence, or the condition of the fitness facility or its equipment. Nonetheless, I acknowledge and expressly assume all risks and dangers associated with the Child's use of the fitness facility, or participation in any activity conducted there, whether described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which the Child may suffer, arising in whole or in part from the Child's use of the fitness facility or participation in any activity conducted there.
2. **Voluntary Release.** I voluntarily release, discharge, waive and relinquish all claims against Twain Harte Community Services District, its officers, trustees, directors, employees, volunteers, agents and representatives (collectively "the Released Parties") from any and all claims and liabilities resulting from ordinary negligence that arise out of, or relate to, the Child's use of the fitness facility or participation in any activity conducted there, including but not limited to, claims for bodily injury, personal injury, emotional distress, property damage or wrongful death. It is the intent of this Agreement to relieve the Released Parties from negligence to the greatest extent permitted by law.
3. **Participant Responsibility.** The Child recognizes and agrees that he/she is responsible for minimizing risk through responsible behavior. The Child agrees to adhere to the fitness facility rules and directions and instructions from District staff, and to refrain from using equipment in a manner inconsistent with its design and intended purpose. I acknowledge that, even if the Child follows all directions, instructions, and rules and exercises utmost personal care, a certain irreducible inherent risk in the use of the fitness facility and participation in activities there shall remain, and I hereby accept that risk. I understand and acknowledge that the District does not provide supervision or assistance for use of the fitness facility or equipment.

4. **Indemnification/Hold Harmless.** To the fullest extent provided by law, I agree to defend and indemnify the Released Parties against, and agree to hold them harmless from, any and all claims, actions, suits, procedures, costs (including attorney's fees), expenses, damage and liabilities arising out of my actions related to use of the fitness facility and participation in activities there.

5. **Release from Third-Party Liability:** I understand that the District is not an agent of, and has no responsibility for, any third party, including without limitation any sponsor or entity that may provide any services, hospitality, public and/or private transportation, equipment, training or activities associated with the fitness facility or participation in any activities conducted there. I hereby relieve the Released Parties from any and all claims arising out of such third party liability, events, acts, or omissions.

6. **Authorization for Medical Treatment.** I consent to any of the staff, employees and representatives of the District administering or consenting to the administration of such emergency medical care to the Child as such person(s) deem appropriate under the circumstances. I understand that District does not carry or maintain health, medical or disability insurance coverage for the Child and I therefore agree to assume the responsibility for such insurance coverage for myself.

7. **Entire Agreement.** This Agreement constitutes a single, integrated contract expressing the entire Agreement of the parties with regard to the subject matter addressed in this Agreement: there are no other agreements, written or oral, express or implied, between the parties concerning the subject matter of this Agreement.

I agree that this release is intended to be as broad and inclusive as is permitted by the law in the State of California and that if any part of this release is deemed to be invalid, the remaining terms shall continue in full force and effect.

I HAVE READ THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS. MY SIGNATURE BELOW IS VOLUNTARY AND INDICATES THAT I AND MY MINOR CHILD ACCEPT ALL TERMS OUTLINED IN THIS AGREEMENT.

Unless one parent has had his/her parental rights terminated by court order, both living parents must sign this Agreement.

Minor's Signature	Printed Name	Date

Parent's/Legal Guardian's Signature	Printed Name	Date

Parent's/Legal Guardian's Signature	Printed Name	Date

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Employee Safety Award

POLICY NUMBER: 2140

ADOPTED: November 21, 2006

AMENDED: 1/10/2008, 10/14/2011

LAST AMENDED: October 14, 2011

2140.10 Regular District employees who work one (1) full year without a reportable on-the-job injury shall be eligible to receive a safety award. Part time and volunteer fire staff who participate actively in training, drills and responses and serve a predetermined number of exposure hours without an on the job injury, shall be eligible to receive a safety award.

2140.11 The methodology for determining the eligibility of part time and volunteer firefighters shall be determined annually by the Fire Chief with the concurrence of the Fire Committee. An eligibility list with the methodology for determining eligibility will be provided to the General Manager prior to issuance of the award.

2140.12 The cash value of the annual award shall be one hundred dollars (\$100.00) per employee.

2140.13 The safety award for administrative office staff shall be 50% of the annual award amount.

2140.14 Each employee's safety performance shall be reviewed annually in October. Safety awards will be presented at the regular meeting in November of each year.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Employee Safety Award
POLICY NUMBER: 2140
ADOPTED: November 21, 2006
AMENDED: 1/10/2008, 10/14/2011
LAST AMENDED: October 14, 2011

2140.10 PURPOSE

The District strongly encourages safe practices within the work place and realizes benefits when employees remain injury free. Healthy, injury-free employees are happier and more capable of providing reliable and efficient services. The District also realizes lower workers' compensation insurance costs when employees remain injury free. For this reason, the District incentivizes employee safety as discussed in this policy.

2140.20 ANNUAL SAFETY AWARD

Each District employee's safety performance will be evaluated annually in October to determine whether or not the employee is eligible for a safety award. Safety awards will be awarded each November at the following values:

1. Eligible Fire Division and Operations Division employees will be awarded a \$100.00 safety award.
2. Eligible Administration Division employees will be awarded a \$50.00 safety award.

2140.30 ELIGIBILITY REQUIREMENTS

In order to receive the annual safety award, an employee must meet the following eligibility requirements:

1. Only Regular Full-Time and Part-Time employees are eligible to receive safety awards. Temporary or Seasonal employees and volunteers are not eligible.
2. Employees must have worked an entire year (November-October) without a reportable on-the-job injury.
3. Employees must have consistently engaged in safe working practices for the entire year, in the opinion of their Division head.

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