

# **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

## **REGULAR MEETING OF THE BOARD OF DIRECTORS VIDEO TELECONFERENCE**

**April 8, 2020 9:00 A.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 Link:  
<https://zoom.us/j/740090984?pwd=Qi9EcEQ0Y0l6cGpMTVRFbXEvTjI5dz09>
- Meeting ID: 740 090 984
- Password: 482020
- 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. Presentations:**

- A. Presentation on special district resources related to COVID-19 – Dane Wadle, California Special Districts Association.

#### **6. Communications:**

- A. None.

#### **7. Consent Agenda:**

- A. Presentation and approval of financial statements through March 31, 2020.
- B. Approval of the minutes of the Regular Meeting held on March 11, 2020.
- C. Approval of the minutes of the Special Meeting held on April 1, 2020.

#### **8. Old Business:**

- A. Discussion/action regarding review and continuance of order of emergency action for completion of the Well #3 Water Supply Project.

## 9. New Business

- A. Discussion/action to adopt Policy #2125 – Telecommuting.
- B. Discussion/action to adopt Resolution #20-08 – Authorizing the General Manager to Enter into Repayment of Leave Agreements with Employees Affected by COVID-19.
- C. Discussion/action to adopt Resolution #20-09 – Authorizing Suspension of Water and Sewer Bill Late Fees during the COVID-19 Pandemic Emergency.
- D. Discussion/action to approve a License Agreement with Pacific Gas and Electric to lease a portion of Eproson Park during Public Safety Power Shutoff events.
- E. Discussion regarding the first phase of Twain Harte Meadows Park.
- F. Discussion/action to approve issuing a letter to support inclusion of special district funding in any upcoming state or federal COVID-19 legislative bills.

## 10. Reports:

- A. President and Board member reports.
- B. Committee reports.
- C. Operations Manager Report.
- D. Fire Chief Report.
- E. General Manager Report.

## 11. Adjourn

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### 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. 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.

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](mailto: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.

\* 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](http://www.twainhartecsd.com)



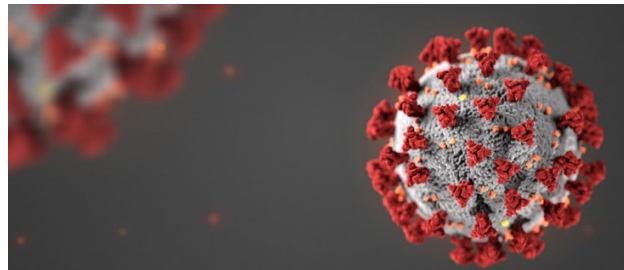
# TAKE ACTION BRIEF

## April 2020 **COVID-19 Special Edition**

CSDA has established a COVID-19 section on our *Take Action* page at [csda.net/take-action](https://csda.net/take-action) where local leaders can access sample letters and other information needed to join together in requesting COVID-19 support for special districts and the communities they serve. This *COVID-19 Special Edition* of CSDA's monthly Take Action Brief will outline some of the key advocacy action steps underway as our local, state, and federal agencies meet the challenges associated with these unprecedented times.

Special Districts Legislative Days has gone Virtual! Now special district leaders can get more information at a reduced registration fee, with no hotel or travel costs. The need to join together in Sacramento has never been greater, and now the special districts community has an opportunity to do so through a virtual format. Learn more and register today at [legislatedays.csda.net](https://legislatedays.csda.net). An online community for registrants will go live April 16 and the online programming for the event will be available during Special Districts Week, May 18-22.

After approving emergency budget allocations to address COVID-19, California's State Legislature adjourned for an extended Spring Recess in order to adhere to physical distancing health and safety directives. Plans to reconvene April 13 are fluid given the ongoing pandemic. CSDA quickly established a special [COVID-19 Resources page](#) and [Community](#), where all special district officials can obtain and share the latest information, tools, and best practices in confronting the pandemic. Access these resources at [csda.net/covid-19-resources](https://csda.net/covid-19-resources).



### Inside this edition of the Take Action Brief:

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### Contact a local CSDA representative near you!

Chris Norden	Northern Network	<a href="mailto:chrisn@csda.net">chrisn@csda.net</a>
Dane Wadlé	Sierra Network	<a href="mailto:danew@csda.net">danew@csda.net</a>
Colleen Haley	Bay Area Network	<a href="mailto:colleenh@csda.net">colleenh@csda.net</a>
Cole Karr	Central Network	<a href="mailto:colek@csda.net">colek@csda.net</a>
Charlotte Hollifield	Coastal Network	<a href="mailto:charlotteh@csda.net">charlotteh@csda.net</a>
Chris Palmer	Southern Network	<a href="mailto:chrisp@csda.net">chrisp@csda.net</a>



## ➤ COVID-19 OVERVIEW

### *CSDA Takes Action to Confront COVID-19 Pandemic and Support Membership*

As COVID-19 continues to change our collective operational landscape, CSDA is focused on:

- Translating fluid information for all special districts, in real-time, so they can operate as effectively and efficiently as possible under the circumstances.
- Creating open communication channels to intake feedback on special district challenges and needs, as soon as they are identified by district leadership.
- Relaying those challenges and advocating for special district needs to the Governor's administration, State Legislature, and Congress.

#### **Translating Information in Real-Time to Support District Operations**

To ensure that all special districts have access to the latest breaking news, most recent updates, and reliable, factual resources to help districts adapt to the swiftly changing administrative environment, CSDA has to date:

- Prioritized COVID-19 related activity and is actively reaching out to the Governor's Office of Emergency Services (CalOES), Legislative leadership, Congressional staff, and local agency counterparts.
- Facilitated a special districts general managers conference call to receive update directly from CalOES staff.
- Established a [COVID-19 Resources Page](#) at [csda.net](https://csda.net), available to all special districts.
- Launched a "[COVID-19 Community](#)" through our website where all special districts can find valuable information on the latest updates from the State, share what's happening with your district, ask questions, and crowd-source answers from districts facing similar challenges.
- Deployed CSDA staff and business affiliates to provide webinars and teleconferences on the most relevant COVID-19-related topics to get districts access to the latest information and guidance, including recordings available on-demand.

#### **Creating Open Communication Channels to Intake Feedback on District Challenges and Needs**

In addition to providing the COVID-19 community forum, CSDA is actively engaging with CSDA members to obtain information on district specific needs, including:

- Monitoring the COVID-19 Community postings and offering assistance where useful,
- Formally surveying our membership, as well as posting instant polls to the COVID-19 community to get a quick snapshot of current needs and challenges so that we can hit the ground running with an advocacy strategy.
- Implementing a process for members to have instant access to CSDA staff, through their CSDA Public Affairs Field Coordinator, so that you can share your district's experiences directly to a member of the advocacy team who has a situational awareness of COVID-19 developments specific to your region. CSDA's field coordinators serve as a resource to members and act as a conduit to deliver on-the-ground information to the Sacramento office so that feedback can be shared with appropriate state and federal contacts.



# TAKE ACTION BRIEF

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## Advocating for District Needs to the Governor's Administration, State Legislature, and Congress

While CSDA jumped into action immediately, communicating state action to districts as developments occurred and intaking and relaying urgent needs to the Governor's administration, State Legislature, and Congress, now that COVID-19 impacts are crystalizing – including fiscal impacts from local and subsequently state mandated shut-downs – CSDA is pivoting to strongly engage in requests for assistance to special districts at both the federal and state levels. To succeed, we need to hear from you!

- Big thanks to the dozens of members who quickly submitted letters asking the federal government for financial assistance for special districts. CSDA will need your help again as we engage with congressional leaders to ask for inclusion of special district needs in the fourth federal stimulus package. Download a sample letter at [csda.net/take-action](https://csda.net/take-action).
- CSDA has submitted a letter in coordination with our city and county counterparts to ask for protection of property tax revenues and prevent a statewide deferment of the April 10 property tax due date. As we build on those efforts CSDA will need your support and engagement. View CSDA's letter posted to the [COVID-19 Community](#).
- Most recently, CSDA submitted a letter to Governor Gavin Newsom comprehensively outlining special district needs and requests related to COVID-19 as they currently stand. View CSDA's letter posted to the [COVID-19 Community](#).

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## Respond to CSDA's COVID-19 Member Survey

Take CSDA's [COVID-19 Member Survey](#) at [csda.net/covid-19-resources](https://csda.net/covid-19-resources) to better inform CSDA's advocacy efforts and member services. Quick member feedback is critical to informing CSDA's next steps during this rapidly evolving situation.

*Additionally, members are encouraged to:*

- *Join the [COVID-19 Community](#), post your questions, and share your best practices, samples, and templates for your peers to use.*
- *Stay in touch with your CSDA public affairs field coordinator.*
- *Track COVID-19-related costs and losses, to inform our advocacy efforts.*
- *Stay informed on CSDA Calls to Action and equip your district to respond at [csda.net/take-action](https://csda.net/take-action).*

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If you need further assistance or would like to speak to a member of the Sacramento advocacy team, Alyssa Silhi is the legislative advocate acting as point on COVID-19 coordination and may be reached by e-mail at [alyssas@csda.net](mailto:alyssas@csda.net) or by calling CSDA's main line at (916)442-7887, which is operational and answered remotely.





# TAKE ACTION BRIEF

## ➤ REVENUE, FINANCES, AND TAXATION

*CSDA's long range policy priority on revenue, finances, and taxation is to ensure adequate funding for special districts' safe and reliable core local service delivery. Protect special districts' resources from the shift or diversion of revenues without the consent of the affected districts. Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies.*

### Special Districts Still Fighting for Federal Funding

The federal government took multiple emergency actions in March responding to the COVID-19 pandemic. Unfortunately, the three newly enacted federal laws provide limited opportunity for special districts to benefit. Therefore, CSDA is continuing federal advocacy efforts and calling upon all special districts to participate in requesting support in the anticipated "Fourth Phase" of the federal relief package.

#### FEMA and CDC

The Federal Emergency Management Agency (FEMA) and the Centers for Disease Control and Prevention (CDC) have been infused with billions of dollars to assist communities and health care systems in their responses to the pandemic. Individuals and families will receive rebates and unemployment programs have been enhanced to help Americans stay afloat, which will indirectly benefit districts in the way of account payments. Also, individuals with certain retirement accounts, including 457s, feeling the impacts of the coronavirus will have flexibility to disburse up to \$100,000 without penalty between now and Dec. 31, 2020.

#### CARES Act

The CARES Act, made law on March 27, established a \$150 billion Coronavirus Relief Fund, which offers direct assistance to states and municipalities with a population of at least 500,000. Special districts are qualified to receive funding from this federal fund; however, the State of California must decide how its \$15 billion allocation will be disbursed.

#### Coronavirus Families First Act

The Coronavirus Families First Act, made law on March 18, mandates all public agencies grant two weeks of paid family and sick leave in the event they are impacted with COVID-19. The law requires employees diagnosed with COVID-19 to take the time at full wage. Employees taking time away to care for a family member with COVID-19, or perhaps a child home from school due to closures, must be paid at 2/3 the usual wage. The bill allows payroll tax credits for employers to encourage allowing employees to take time off if they are sick; however, Congress did not extend the payroll tax credit to government agencies.

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### Ask Congress to address federal funding shortfalls for special districts

Visit [csda.net/take-action](https://www.csda.net/take-action) to download CSDA's letters to Congress and our most up-to-date sample letter for your district to send your representatives within the California Congressional Delegation. We are asking for:

- Access to COVID-19 emergency funds
  - Inclusion in the payroll tax credit for employers
  - Advanced refunding of tax-exempt bonds
  - Increased qualified borrowing limit to boost access to capital
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## **April 10 Property Tax Deadline Critical for Funding Essential Local Services**

On March 21, CSDA signed a joint letter with our city and county counterparts requesting Governor Gavin Newsom retain the April 10, 2020 property tax deadline. The letter informed the Governor of the consequences to services and infrastructure by delaying any property tax payments to local governments on the front lines of the COVID-19 pandemic. Many special districts are heavily reliant on their share of the local one percent ad valorem property tax that property owners must pay by April 10. This tax is collected by counties and distributed to local agencies shortly thereafter.

There has been some discussion in Sacramento about providing property tax relief to Californians during the COVID-19 pandemic, including proposed legislation to retroactively forgive all penalties and interest for delinquent payments of the upcoming April 10 property tax deadline. There was concern among local governments that this would incentivize unnecessary delays of payments while offering no state backfill or loans for the dramatic loss in revenue that could occur to local services.

Practically speaking, the vast majority of taxpayers have already paid their property taxes via escrow accounts required under their mortgage. Private institutions typically retain these proceeds until the payment deadline. Therefore, delaying the deadline would have little benefit to most taxpayers while cutting off funding to local services.

Moreover, under current law, county tax collectors already have leeway to waive certain fees and penalties for those taxpayers unable to transact by the deadline for logistical reasons.

CSDA, cities, counties, schools, and tax collector associations came together to sign the March 21 letter and protect the critical revenue stream during an unprecedented time that is already threatening local budgets. Our organizations will continue partnering together on this issue and others facing our respective memberships.

**To view a copy of the March 21 property tax letter and to get the latest on COVID-19, visit CSDA's [COVID-19 Community](#). If you have any questions about this issue, you may contact CSDA Legislative Representative Anthony Tannehill at [anthonyt@cda.net](mailto:anthonyt@cda.net).**





## ➤ GOVERNANCE AND ACCOUNTABILITY

*CSDA's long range policy priority on governance and accountability is to enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant, or one-size-fits all approaches. Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preference of each community*

### Governor Provides Brown Act Flexibility During COVID-19 State of Emergency

[Executive Order N-29-20](#) and [Executive Order N-35-20](#) collectively provide special districts and other agencies with significant flexibility to legally conduct public board meetings during the COVID-19 State of Emergency.

#### Virtual Meetings and Executive Order N-29-20

[Executive Order N-29-20](#), follows the [March 4 declaration](#) of a State of Emergency in California as a result of the threat of COVID-19. This updated order supersedes [Executive Order N-25-20](#), issued on March 12, which also relaxed certain provisions of the Brown Act. The provisions of the N-29-20 order apply during the period in which state or local public officials impose or recommend measures to promote social distancing, including limitations on public events.

Among other items, the order states that “a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body[.]” Section 3 of the executive order waives or relaxes several requirements related to teleconferencing of board meetings, while still seeking to strike a balance between public health and the public’s interest in the conduct of their government and their right to access.

In particular, the March 17 executive order states that a legislative body “need not make available any physical location from which members of the public may observe the meeting and offer public comment.” (Emphasis added). However, local agencies must ensure that they have complied with the Americans with Disabilities Act (ADA) accessibility requirements and the notice requirements outlined in the executive order.

This means that during the time the Governor’s State of Emergency remains in effect, the members of a board of directors are permitted to each teleconference (or web-conference) from a remote location without the requirement to include the board members’ remote location on the agenda, or open that location to the public, or post an agenda at that location. The executive order urges all local governments to “use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of...the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.”

#### Serial Meetings and Executive Order N-35-20

In addition, [Executive Order N-35-20](#) issued on March 21 provides flexibility for a Board of Directors to receive a “serial” or simultaneous communication outside of an open meeting for the limited purpose of receiving updates relevant to the declared emergency (“including, but not limited to, updates concerning the impacts of COVID-19, the government response to COVID-19, and other aspects relevant to the declared emergency”). However, the Board is not permitted to act on, or discuss amongst themselves, any item of business that is within the subject matter jurisdiction of the district during the serial meeting without complying with requirements of the Brown Act.



## ➤ HUMAN RESOURCES AND PERSONNEL

*CSDA's long range policy priority on human resources and personnel is to promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees, both represented and non-represented.*

### Employer and Employee Resources Related to COVID-19

Many special districts and other public agencies are struggling right now as a result of actions necessary to avoid further unnecessary spread of the COVID-19 virus. Some districts require certain employees to come to continue work on site to ensure the delivery of essential services. Other districts are able to have employees telecommute. Still others have been forced to lay-off employees, provide protected leave, or consider furloughs.

Below is a list of some resources available to help guide special districts through a number of these challenges. While the list below is not comprehensive, CSDA is regularly adding additional resources and trainings to our website on our [COVID-19 Resources](#) page:

#### Cal/OSHA Employee Safety Guidance:

<https://www.dir.ca.gov/dosh/coronavirus/Health-Care-General-Industry.html>

- To protect workers and prevent exposure to the virus, employers must develop and maintain the required programs and plans for their facility or operation. Cal/OSHA recommends the interim guidance, educational materials and model programs and plans in the link above be reviewed with an employer's existing procedures to ensure that workers are protected.

#### Paid Family Leave/Disability/Unemployment Information:

[https://www.edd.ca.gov/about\\_edd/coronavirus-2019/faqs.htm](https://www.edd.ca.gov/about_edd/coronavirus-2019/faqs.htm)

Included in the link above is answers to the following questions and more for employees and employers alike:

- What benefits are available to employees if they're sick and can't work?
- What kind of medical documentation is required to support a claim for Disability Insurance benefits?
- How much can employees earn in disability benefits?
- Can employees qualify for disability benefits if they're quarantined?
- What benefits are available if an employee's family member is sick and they have to miss work to care for that person?
- What kind of medical documentation is required to support a claim for Paid Family Leave benefits?
- What benefits are available if employees are subject to quarantine, are not ill, and are not found eligible for a Disability Insurance claim?
- Would employees qualify for benefits if they choose to stay home from work due to underlying health conditions and concerns about exposure to the virus?
- Would employees qualify for benefits if their child's school shuts down and they have to miss work to care for that child who is not ill?
- Are benefits available if employers reduce work hours or shuts down operations due to impacts of the coronavirus?
- What if an employer has to let go of some of their workers temporarily until business improves?

#### Retired Annuitants Waiver of 960-Hour Restrictions (CalPERS Circular Letter):

<https://www.calpers.ca.gov/docs/circular-letters/2020/200-015-20.pdf>

- This letter explains how during this current emergency order retired annuitants are not restricted by the regular 960-hour work restriction.



# TAKE ACTION BRIEF

## CalPERS COVID-19 FAQ:

<https://www.calpers.ca.gov/docs/circular-letters/2020/200-016-20.pdf>

- This document answers frequently asked questions CalPERS has received regarding the impact of COVID-19 closures to schools and public agencies. These FAQs will provide guidance with reporting member data and contributions to CalPERS while facing the challenges of this pandemic together.

**If you have questions related to employment matters during the COVID-19 pandemic State of Emergency, please email CSDA Senior Legislative Representative Dillon Gibbons at [dillong@csda.net](mailto:dillong@csda.net).**



# TAKE ACTION BRIEF



**CSDA is transitioning our in-person Special Districts Legislative Days Conference to a virtual event**

## [2020 Virtual Special Districts Legislative Days.](#)

Attendees will have even more access to important information using this new format with:

- Discounted registration fee
- No travel or hotel costs
- Access to all three Policy Expert Webinars on-demand
- Access to new Special Districts Legislative Days Community

### **Here's What's Included:**

*April 16 – May 29:* Access to an exclusive 2020 Virtual Special Districts Legislative Days online community

*Monday, May 18 - Friday, May 22:* Access to three on-demand Policy Expert Webinars:

- Prudently and Proactively Managing Pension Liabilities in Today's Volatile Environment
- 2021: When Redistricting and the California Voter Rights Act (CVRA) Collide
- Navigating Legal Attacks, Legislative Shifts, and Public Protests on Prop 218 Rates and Fees

**Tuesday, May 19: LIVE Legislative Briefing** – will also be made available on-demand for limited time

Here's more good news – in order to make this event available to as many members as possible – we have reduced the cost from \$275 for CSDA members to \$150 per person. Non-member pricing will remain at \$365. If you are not currently a CSDA member, contact [membership@csda.net](mailto:membership@csda.net) for information on our trial membership program.

**[REGISTER NOW! at legisaltivedays.csda.net](https://legisaltivedays.csda.net)**

### **What do you need to do?**

If you are already registered – CSDA staff will transition your registration to the new format and issue a refund for the difference in registration on April 16.

If you are already registered – and you don't want to participate in the new virtual format, you have until 4:00 p.m. on Wednesday, April 15 to email [updates@csda.net](mailto:updates@csda.net) request a full refund.

If you have a hotel reservation at the Sheraton Grand Sacramento Hotel, in the CSDA room block, your reservation has automatically been cancelled for you. If you are not in the CSDA room block, you will need to contact the Sheraton directly at 916.447.1700 in order to cancel.

Visit [legisaltivedays.csda.net](https://legisaltivedays.csda.net) and watch your e-news for schedule updates.



# TAKE ACTION BRIEF

## ➤ OTHER WAYS TO TAKE ACTION

### Learn More

#### 2020 General Managers Leadership Summit

Are you a general manager or an emerging leader of a special district and want to enhance your skills? Join other special district leaders on **June 28-30, in Lake Tahoe** at the General Manager Leadership Summit conference. This conference gathers all special district leaders from throughout the state to network and learn more about your specific job responsibilities and emerging trends. Attendees will return ready to lead their district to the next level.

Official General Manager Leadership Summit website: <https://www.csda.net/gmsummit/home>

### Utilize Resources

#### CSDA Members earn more than \$50,000

Participants of CSDA's Commercial Card program recently received rebates totaling over \$50,000, with some agencies receiving more than \$4,000 cash back. Especially designed for CSDA members and administered by Umpqua Bank, the CSDA Commercial Card program provides online reporting tools, greater security over employee spending, and enhanced rebate opportunities.

Contact Member Services at 877.924.2732 for more information.

### Join Today

Join an Expert Feedback Team to provide CSDA staff with invaluable insights on policy issues. Email [romanw@csda.net](mailto:romanw@csda.net) to inquire about joining one of the following teams:

- Environment
- Formation and Reorganization
- Human Resources and Personnel
- Revenue
- Governance
- Public Works and Facilities

### Stay Informed

In addition to the many ways you can **TAKE ACTION** with CSDA's advocacy efforts, CSDA offers a variety of tools to keep you up-to-date and assist you in your district's legislative and public outreach. Make sure you're reading these resources:

- CSDA's weekly e-Newsletter
- Districts in the News
- CSDA's CA Special District Magazine

Email [updates@csda.net](mailto:updates@csda.net) for help accessing these additional member resources

**TWAIN HARTE COMMUNITY SERVICES DISTRICT**  
**19/20 OPERATING EXPENDITURE SUMMARY**  
**As of March 31, 2020**

<b>Fund</b>	<b>TOTAL Budget*</b>	<b>YTD Expended</b>	<b>Budget Balance</b>	<b>% Spent</b> (Target 75%)
Park	79,180	41,845	37,335	52.85%
Water	989,958	667,565	322,393	67.43%
Sewer	1,087,351	534,916	552,435	49.19%
Fire	1,088,153	813,631	274,522	74.77%
Admin	561,991	345,927	216,064	61.55%
<b>TOTAL</b>	<b>\$ 3,806,633</b>	<b>\$ 2,403,884</b>	<b>\$ 1,402,749</b>	<b>63.15%</b>



**TWAIN HARTE COMMUNITY SERVICES DISTRICT**  
**19/20 CAPITAL EXPENDITURE SUMMARY**  
**As of March 31, 2020**

<b>Fund</b>	<b>TOTAL Budget*</b>	<b>YTD Expended</b>	<b>Budget Balance</b>	<b>% Spent (Target 75%)</b>
Park	51,000		51,000	0.00%
Water	647,725	581,497	66,228	89.78%
Sewer	288,775	49,487	239,288	17.14%
Fire	301,195	93,983	207,212	31.20%
Admin		-	-	
<b>TOTAL</b>	<b>\$ 1,288,695</b>	<b>\$ 724,967</b>	<b>\$ 563,728</b>	<b>56.26%</b>

Reflects Mid-Year Budget Revision - Approved 1/08/20

**TWAIN HARTE COMMUNITY SERVICES DISTRICT**  
**BANK BALANCES**  
As of March 31, 2020

<b>Account</b>	<b>Beginning Balance</b>	<b>Receipts</b>	<b>Disbursements</b>	<b>Current Balance</b>
U.S. Bank Operating	829,089	234,689	(227,393)	836,385
U.S. Bank - D Grunsky #1**	53,494			53,494
U.S. Bank - D Grunsky #2**	56,997			56,997
LAIF	2,926,709			2,926,709
<b>TOTAL</b>	<b>\$ 3,866,289</b>	<b>\$ 234,689</b>	<b>\$ (227,393)</b>	<b>\$ 3,873,585</b>

\*\*Davis Grunsky reserve money restricted for Davis Grunsky Loan Payments

**TWAIN HARTE COMMUNITY SERVICES DISTRICT**  
**Board of Directors Regular Meeting**  
**March 11, 2020**

**CALL TO ORDER:** President Mannix called the meeting to order at 9:00 a.m. The following Directors, Staff, and Community Members were present:

**DIRECTORS:**

Director McManus  
Director Mannix  
Director Knudson  
Director deGroot

**STAFF:**

Tom Trott, General Manager  
Carolyn Higgins, Finance Officer/Board Secretary  
Robb Perry, Operations Manager  
Todd McNeal, Fire Chief

**AUDIENCE:**

Two members of the public

**PUBLIC COMMENT ON NON-AGENDIZED ITEMS:**

Carol Hallet provided an update regarding CERT and Fire Wise Communities.

**COMMUNICATIONS:**

- A. Legislative Correspondence – Support \$1 Billion for Integrated Regional Water Management in Climate Resilience Bond – February 18, 2020.
- B. Legislative Correspondence – Oppose Assembly Bill 2093 (Gloria) – February 18, 2020.
- C. State Water Resources Control Board Correspondence – Comments on Pinecrest Lake Levels Water Quality Certification Amendment – February 27, 2020.

**CONSENT AGENDA:**

- A. Presentation and approval of financial statements through February 29, 2020.
- B. Approval of the minutes of the Regular Meeting held on February 12, 2020.

***MOTION: Director Knudson made a motion to accept the consent agenda in its entirety.***

***SECOND: deGroot***

***AYES: All Present***

***NOES: None***

***ABSENT: Sipperley***

**OLD BUSINESS:**

- A. Discussion/action regarding review and continuance of order of emergency action for completion of the Well #3 Water Supply Project.

*GM Trott reported that the project is currently under construction and asked the board to consider whether the emergency action should be continued, which would declare that: (1) the current water supply shortage emergency still exists, which is currently declared by the District and by the state for*

*Tuolumne County; (2) the project is necessary to address this emergency; and (3) the emergency situation will not permit a time delay resulting from formal competitive bidding.*

***MOTION: Director McManus made a motion to extend the continuance of the order of emergency action for completion of Well #3.***

***SECOND: deGroot***

***AYES: All Present***

***NOES: None***

***ABSENT: Sipperley***

**NEW BUSINESS:**

- A. Discussion/action to adopt Resolution #20-05 – Accepting a Grant from the California Fire Foundation and Approving a Fiscal Year 2019-20 Fire Fund Budget Adjustment in the Amount of \$15,000 for Purchase of a Mobile Pump.

***MOTION: Director deGroot made a motion to adopt Resolution #20-05 as presented.***

***SECOND: Mannix***

***AYES: Mannix, deGroot, Knudson, McManus***

***NOES: None***

***ABSENT: Sipperley***

- B. Discussion/action to adopt Resolution #20-06 – Approving a Fiscal Year 2019-20 Fire Fund Budget Adjustment in the Amount of \$15,000 for Engine 721 Motor Replacement.

***MOTION: Director Mannix made a motion to adopt Resolution #20-06 as presented.***

***SECOND: deGroot***

***AYES: Mannix, deGroot, Knudson, McManus***

***NOES: None***

***ABSENT: Sipperley***

- C. Discussion/action regarding allocation of State funding for Public Safety Power Shutoffs.

***MOTION: Director deGroot made a motion to allocate the entirety of the Public Safety Power Shutoff funding to the Well #3 generator project.***

***SECOND: McManus***

***AYES: All Present***

***NOES: None***

***ABSENT: Sipperley***

- D. Discussion/action to approve changes to Policy 1015 – Identity Theft Prevention Program.

***MOTION: Director Mannix made a motion to approve changes to Policy 1015 as presented.***

***SECOND: deGroot***

***AYES: All Present***

***NOES: None***

***ABSENT: Sipperley***

- E. Discussion/action to approve changes to Policy 1020 – Conflict of Interest.

***MOTION: Director McManus made a motion to approve changes to Policy 1020 as presented.***

***SECOND: Mannix***

***AYES: All Present***

***NOES: None***

**ABSENT: Sipperley**

- F. Discussion/action to approve changes to Policy 1030 – Communications Policy.  
**MOTION: Director Mannix made a motion to approve changes to Policy 1030 as presented.**  
**SECOND: deGroot**  
**AYES: All Present**  
**NOES: None**  
**ABSENT: Sipperley**
- G. Discussion/action regarding preparation for COVID-19.  
**Fire Chief McNeal summarized procedure modifications the fire department is implementing in order to limit exposure to the virus.**
- H. Discussion/action regarding Board of Directors attendance at the California Special Districts Association's 2020 Legislative Days conference.  
**In light of the COVID-19 issue, the board decided to defer the attendance decision to the April board meeting.**

**REPORTS:**

**President and Board Member Report**

- No reports given.

**Water/Sewer Committee Report**

- All items discussed in the committee were discussed as board items.

**Fire Committee Report**

- No report. The Fire Committee did not meet.

**Finance/Policy Committee Report**

- All items discussed in the committee were discussed as board items.

**Park Committee Report**

- All items discussed in the committee were discussed as board items.

**Water/Sewer/Park Operations Report Provided by Operations Manager Perry**

- A verbal summary of the written report was provided.

**Fire Chief Report by Chief McNeal**

- A verbal summary of the written report was provided.

**General Manager Report Provided by General Manager Trott**

- A verbal summary of the written report was provided.
- TUD is trying to acquire water rights from PG&E and is launching a public outreach campaign that the District will also be a part of.

**ADJOURNMENT:**

The meeting was adjourned at 10:23 a.m.

Respectfully submitted,

APPROVED:

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Carolyn Higgins, Board Secretary

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Eileen Mannix, President

**TWAIN HARTE COMMUNITY SERVICES DISTRICT**  
**Board of Directors Special Meeting Teleconference Due to COVID 19**  
**April 1, 2020**

**CALL TO ORDER:** President Mannix called the meeting to order at 2:00 p.m. The following Directors, Staff, and Community Members were present:

**DIRECTORS:**

Director McManus  
Director Mannix  
Director Knudson  
Director deGroot  
Director Sipperley

**STAFF:**

Tom Trott, General Manager  
Carolyn Higgins, Finance Officer  
Todd McNeal, Fire Chief  
Kim Silva, Administrative Coordinator

**AUDIENCE:**

Four members of the public

**PUBLIC COMMENT ON NON-AGENDIZED ITEMS:**

CERT Team Leader, Carol Hallett, made masks and gave instructions on use. CERT is also coordinating a phone system during the COVID-19 crisis through which people can either sign up to receive a phone call or sign up to phone other people in order to combat loneliness and help meet needs during this time.

**COMMUNICATIONS:**

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

**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.

***MOTION: Director Sipperley made a motion to adopt Resolution #20-07 as presented.***

***SECOND: deGroot***

***AYES: Mannix, deGroot, Knudson, McManus, Sipperley***

***NOES: None***

***ABSENT:***

- B. Discussion regarding draft Policy 2125 – Telecommuting.

***GM Trott presented a draft policy that will be presented at the next board meeting for approval.***

- C. Update on COVID-19 response and regulations.



- ***Fire Chief McNeal summarized new protocols the fire department has adopted in relation to COVID-19***
- ***GM Trott summarized precautions the water/sewer and admin department have taken to address COVID-19 issues. He also summarized new laws and regulations relating to the pandemic including the Family First and Corona Virus Act.***

D. Discussion regarding emergency repayment of leave.

***GM Trott stated that the District is exempt from the new regulations introduced by the Family First and Corona Virus Act because employees of the District are first responders and utility workers. However, he is recommending the formation of a new policy that will provide employees with an avenue of paid time off in the event they are affected by the virus. A policy will be presented for approval at the next board meeting.***

E. Discussion regarding potential suspension of shutoffs.

***GM Trott recommended that a moratorium be placed on shutoffs and charging of late fees during the COVID-19 crisis. A policy regarding these items will be presented for approval at the next board meeting.***

**REPORTS:**

**President and Board Member Report**

- *Director Mannix thanked everyone for participating in the teleconference.*

**ADJOURNMENT:**

The meeting was adjourned at 2:44 p.m.

Respectfully submitted,

APPROVED:

---

Carolyn Higgins, Board Secretary

---

Eileen Mannix, President

## **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 a 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						

Alternate Worksite: The location and address of the Alternate Worksite is:

---

Street

---

Zip Code

State

The phone number to reach Employee at the Alternative Worksite while working under this Agreement is:

---

The days and hours ("Work Schedule") the District permits the Employee to be physically present at the Alternate Worksite are the following:

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

The Employee agrees to report work-related injuries to the Employee's supervisor at the earliest reasonable opportunity. The Employee agrees to hold the District harmless for injury to third parties at the Alternate Worksite.

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

**TWAIN HARTE COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 20-08**

**AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AGREEMENTS FOR  
EMERGENCY ADVANCEMENT AND REPAYMENT OF LEAVE WITH EMPLOYEES  
AFFECTED BY COVID-19**

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**WHEREAS**, the Twain Harte Community Services District's (District) ability to provide un-interrupted water, sewer and fire services is both essential and critical for public health and safety; and

**WHEREAS**, the COVID-19 pandemic poses a potential threat to the District's staffing levels and ability to provide continual services; and

**WHEREAS**, for these reasons, the Families First Coronavirus Response Act provides an exemption for emergency responders regarding entitlements to emergency paid leave and extended family leave; and

**WHEREAS**, to maintain continuous operations, it is critical that District staff affected by the COVID-19 virus separate themselves from the rest of the workforce to reduce the risk of spreading the virus to other employees; and

**WHEREAS**, employees may not have sufficient paid leave accrued to isolate themselves or care for their families for an appropriate period of time; and

**WHEREAS**, the District desires to adopt an emergency policy for advancement and repayment of sick leave to make it easier for employees affected by COVID-19 to isolate themselves or take care of family members affected by COVID-19.

**NOW, THEREFORE, BE IT RESOLVED**, by the District Board of Directors that:

1. The attached Emergency Policy, "Agreement for Emergency Advancement and Repayment of Paid Sick Leave During COVID-19 Pandemic" is adopted and shall remain in effect for the duration of the COVID-19 emergency, as declared by the Governor or the local Public Health Official; and
2. The General Manager, in his discretion, is authorized to enter into agreements with employees based on the conditions of said Emergency Policy.

**PASSED AND ADOPTED**, by the Board of Directors of Twain Harte Community Services District on April 8, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

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Eileen Mannix, Board President

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Carolyn Higgins, Board Secretary

# **EMERGENCY POLICY AGREEMENT FOR EMERGENCY ADVANCEMENT AND REPAYMENT OF PAID SICK LEAVE DURING COVID-19 PANDEMIC**

In the event an employee has exhausted all vacation, sick leave, compensatory time off, administrative leave, personal leave and any other form of accrued paid leave, an employee may be advanced up to two weeks of sick leave (based on the employee's normal hours of work), according to the terms below.

Based on mutual written agreement between the employee and the Twain Harte Community Services District (District), the amount of advanced sick leave must be repaid within one year of the date of the last day of the emergency leave.

Except as modified specifically by this emergency policy, all District policies, procedures, regulations, and Memoranda of Understanding remain in full force and effect. This is an emergency policy of the District 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 District will notify employees of any changes to this Policy and will comply with all applicable laws regarding notice to bargaining units, as required.

Emergency advancement of sick leave shall be subject to the approval of the General Manager and shall be used only for the below reasons.

## **Reason for Leave:**

- \_\_\_\_\_ Leave due to a legal quarantine order issued by a federal, state, or local agency, official, governing body, or other entity.
- \_\_\_\_\_ 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)

\_\_\_\_\_ Other reasons specifically related to COVID-19, as approved in writing by the General Manager.

**Repayment:**

Commencing on \_\_\_\_\_, 20\_\_\_\_ (payroll period \_\_\_\_ - \_\_\_\_), until the advanced sick leave 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 District the number of hours of sick leave I accrue under this Agreement within one year of the date of the last leave day I use. If I leave District 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 District for the emergency sick leave advance from my final paycheck. If any amount remains due after I have separated from the District, I agree to pay the remaining balance back to the District 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 District will commence litigation to recover the balance due.

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

General Manager Signature: \_\_\_\_\_



# **EMERGENCY POLICY AGREEMENT FOR EMERGENCY ADVANCEMENT AND REPAYMENT OF PAID SICK LEAVE DURING COVID-19 PANDEMIC**

In the event an employee has exhausted all vacation, sick leave, compensatory time off, administrative leave, personal leave and any other form of accrued paid leave, an employee may be advanced up to two weeks of sick leave (based on the employee's normal hours of work), according to the terms below.

Based on mutual written agreement between the employee and the Twain Harte Community Services District (District), the amount of advanced sick leave must be repaid within one year of the date of the last day of the emergency leave.

Except as modified specifically by this emergency policy, all District policies, procedures, regulations, and Memoranda of Understanding remain in full force and effect. This is an emergency policy of the District 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 District will notify employees of any changes to this Policy and will comply with all applicable laws regarding notice to bargaining units, as required.

Emergency advancement of sick leave shall be subject to the approval of the General Manager and shall be used only for the below reasons.

## **Reason for Leave:**

- \_\_\_\_\_ Leave due to a legal quarantine order issued by a federal, state, or local agency, official, governing body, or other entity.
- \_\_\_\_\_ 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)

\_\_\_\_\_ Other reasons specifically related to COVID-19, as approved in writing by the General Manager.

**Repayment:**

Commencing on \_\_\_\_\_, 20\_\_\_\_ (payroll period \_\_\_\_ - \_\_\_\_), until the advanced sick leave 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 District the number of hours of sick leave I accrue under this Agreement within one year of the date of the last leave day I use. If I leave District 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 District for the emergency sick leave advance from my final paycheck. If any amount remains due after I have separated from the District, I agree to pay the remaining balance back to the District 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 District will commence litigation to recover the balance due.

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

General Manager Signature: \_\_\_\_\_

**TWAIN HARTE COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 20-09**

**AUTHORIZING THE SUSPENSION OF WATER AND SEWER LATE FEES DURING  
THE COVID-19 PANDEMIC EMERGENCY**

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**WHEREAS**, the Twain Harte Community Services District's (District) Water and Sewer Ordinances (Ordinances #22 and #29, respectively) provide methods for shutting off services and charging fees for late payment or non-payment of monthly water and sewer bills; and

**WHEREAS**, Governor Newsom's recent executive orders to prevent the spread of COVID-19 require state residents to shelter-in-place and stop all non-essential business; and

**WHEREAS**, as a result, some District customers may have difficulty paying their water or sewer bills due to the temporary loss of income; and

**WHEREAS**, water and sewer services are critical to the health and safety of District customers; and

**WHEREAS**, in recognition of this fact, Governor Newsom, by Executive Order N-42-20, temporarily prohibited disconnection of water services due to non-payment; and

**WHEREAS**, in addition to suspending water disconnections for non-payment, the District desires to further assist its customers through this difficult time by suspending late fees, penalties and interest for late or non-payment of water and sewer bills.

**NOW, THEREFORE, BE IT RESOLVED**, by the District Board of Directors that:

1. Water and sewer services shall not be disconnected for non-payment during the COVID-19 pandemic emergency; and
2. All penalties, fees and interest associated with late or non-payment of District water and sewer bills shall be waived during the COVID-19 pandemic emergency; and
3. This resolution is effective immediately, cannot be applied retroactively, and will remain in effect until modified by the Board.

**PASSED AND ADOPTED**, by the Board of Directors of Twain Harte Community Services District on April 8, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

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Eileen Mannix, Board President

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Carolyn Higgins, Board Secretary

**EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA**

**EXECUTIVE ORDER N-42-20**

**WHEREAS** on March 4, 2020, I proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

**WHEREAS** it is the established policy of the State under Water Code section 106.3 that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes; and

**WHEREAS** to limit the spread of COVID-19 it is crucial that Californians wash their hands regularly and thoroughly; and

**WHEREAS** many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of work hours or wages, or layoffs related to COVID-19, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

**WHEREAS** many small businesses that provide services essential to the health and well-being of Californians have experienced substantial reductions in income, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

**WHEREAS** the California Public Utilities Commission has directed private water utilities under its jurisdiction to implement customer service protections, including a moratorium on service disconnections, during the COVID-19 emergency; and

**WHEREAS** more than 100 public and private water systems have voluntarily agreed to halt disconnections as well; and

**WHEREAS** under the provisions of Government Code section 8571, I find that strict compliance with the various statutes and regulations concerning water shutoffs specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and the statutes of the State of California, and in particular, Government Code sections 8567, 8570, 8571, and 8627, do hereby issue the following order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

- 1) The authority of urban and community water systems, as defined in Health and Safety Code section 116902, subdivision (d), to discontinue residential service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment under Health and Safety Code sections 116908 and 116910, is suspended.
- 2) Water systems not subject to the requirements of Health and Safety Code sections 116908 and 116910 shall not discontinue residential



service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment.

- 3) Water systems shall restore any residential service to occupied residences that has been discontinued for nonpayment since March 4, 2020.
- 4) Water systems shall not discontinue service to any business in the critical infrastructure sectors designated by the State Public Health Officer as critical to protect the health and well-being of all Californians that qualifies as a small business under 13 C.F.R. § 121.201 of the Small Business Administration's regulations.
- 5) The State Water Resources Control Board shall identify best practices, guidelines, or both to be implemented during the COVID-19 emergency (i) to address non-payment or reduced payments, (ii) to promote and to ensure continuity of service by water systems and wastewater systems, and (iii) to provide measures such as the sharing of supplies, equipment and staffing to relieve water systems under financial distress.

Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

Nothing in this Order modifies the obligations of urban and community waters systems to comply with provisions of the Water Shutoff Protection Act not specifically addressed by this Order or other applicable laws, regulations, and guidelines.

**IT IS FURTHER ORDERED** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 2nd day of April 2020.

  
\_\_\_\_\_  
GAVIN NEWSOM  
Governor of California

**ATTEST:**

\_\_\_\_\_  
ALEX PADILLA  
Secretary of State

**LICENSE AGREEMENT**  
**(PUBLIC SAFETY POWER SHUTOFF)**

This License Agreement ("**License Agreement**") is made and entered into this 18th day of March, 2020 (the "**Effective Date**") by the Twain Harte Community Services District, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**."

R E C I T A L S:

A. LICENSOR owns or leases that certain real property commonly known as Eproson Park, located at 22919 Meadow Drive, Assessor's Parcel Number: 049-170-011-000, hereinafter called the "**Property**," located in the City of [CITY], County of [COUNTY], State of California.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("**PSPS Event**") as defined in Section 3 below.

C. The parties desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. License Area. The real property that is the subject of this License Agreement is described in **EXHIBIT A** (the "**License Area**").

2. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, PG&E's Representatives, and PG&E's customers, the right to use the License Area in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area. PG&E shall give LICENSOR at least 24 hours' prior notice of the date and time that PG&E needs to access and use the License Area. If the License Area is not available for access and use by PG&E on the date and time specified in PG&E's notice, LICENSOR must so notify PG&E within 4 hours after receipt of PG&E's notice.

3. Use. PG&E and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") may enter the License Area for purposes of establishing and operating a customer resource center in the case of a PSPS Event, as well as establishing and operating a staging area to support the command, control, and coordination of any patrol, inspection, and restoration of electric facilities in case of a PSPS Event ("**PG&E's Activities**"). LICENSOR acknowledges that PG&E's Activities may include the following: setting up tents with tables and seating where PG&E customers can obtain water and snacks, charge phones, and get up-to-date information on outages; installing trailers, portable toilets, portable back-up generators, and fencing; parking mobile vehicle units and other vehicles; and staging equipment, supplies and materials. For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include red flag warnings issued

by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

4. Term. This License Agreement shall be for a term of two (2) years, commencing on April 1, 2020 and expiring April 1, 2022. The license granted herein shall be revocable at the option of either LICENSOR or PG&E, provided that the revoking party provides at least one hundred eighty (180) days' written notice of the revocation to the other party. Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area on an occasional basis, if at all, for periods of two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area are referred to herein as "**Use Days**." During Use Days, PG&E shall have the exclusive right to use the License Area twenty-four (24) hours per day.

5. License Fee. PG&E shall pay a license fee of Five Hundred Dollars (\$500) per day for each Use Day.

6. Use of License Area.

(a) As Is. To LICENSOR'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time.

(b) Restoration. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area. Upon PG&E's ceasing to use the License Area in connection with a particular PSPS Event, PG&E shall remove all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E's Activities, and repair and restore the License Area as nearly as possible to the condition that existed prior to PG&E's entry hereunder.

(c) Safe Condition. PG&E, at PG&E's sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during Use Days.

(d) Lawful Use Only. PG&E shall not use the License Area or permit anything to be done in or about the License Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area. During Use Days, PG&E shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area.

(e) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with

PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

7. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

8. Indemnity. PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to property or other interest of LICENSOR and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. The indemnification obligations of PG&E under this Section 8 shall survive the expiration or earlier termination of this License Agreement.

9. Insurance. PG&E shall at all times during the Term of this License Agreement self-insure in accordance with **EXHIBIT C**.

10. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License



Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Exhibits. Exhibits A, B, and C attached to this License Agreement are a part hereof and incorporated herein by this reference.

(g) Electronic Signatures. This License Agreement may be executed by electronic signatures (*e.g.*, using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(h) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(i) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY, Twain Harte Community Services District  
a California corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

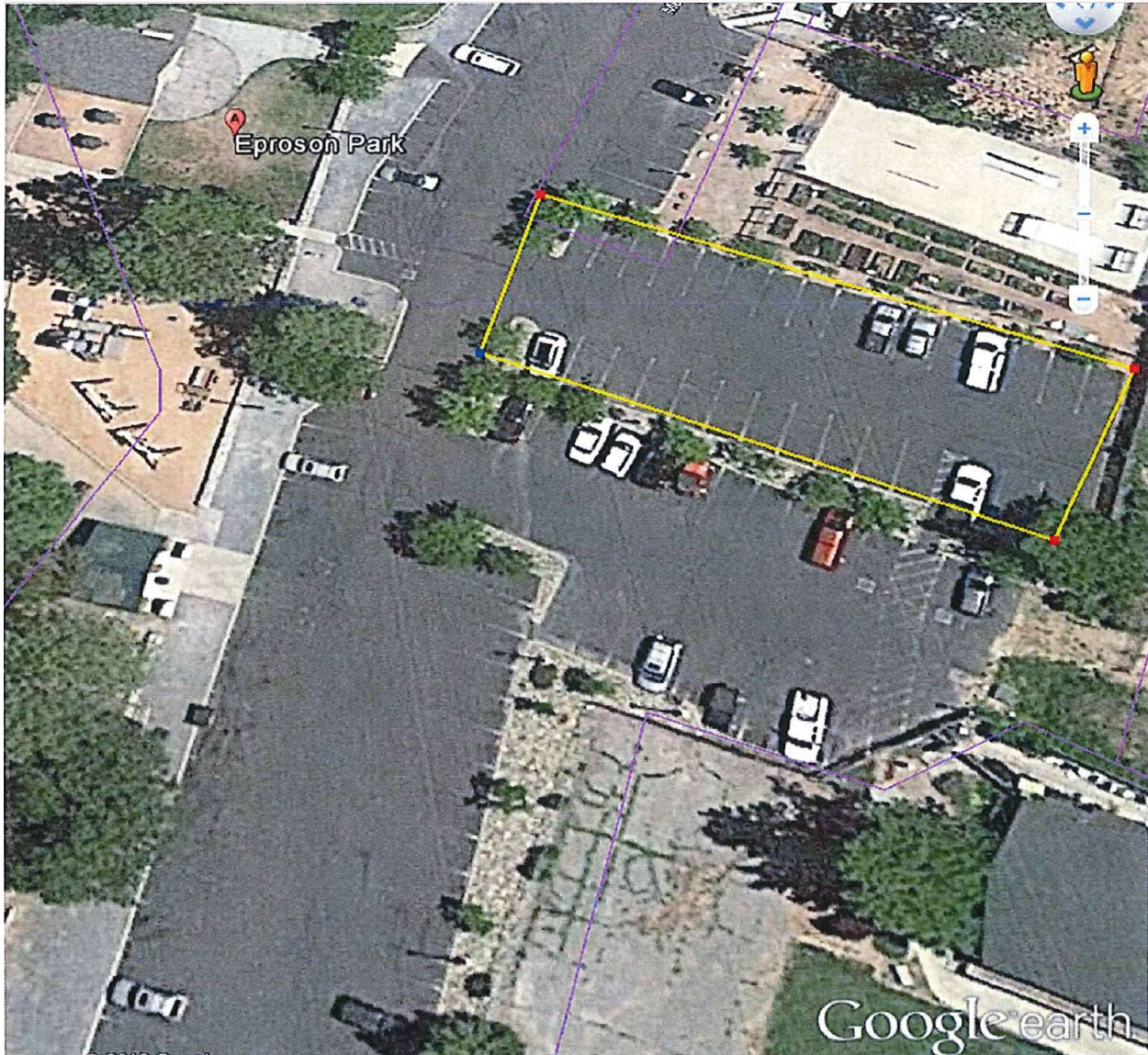
Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

**22919 Meadow Drive, Twain Harte, CA 953893**

Tuolumne County Assessor's Parcel Number: 049-170-011-000



## **EXHIBIT B**

### **NOTICES**

#### **TO LICENSOR:**

Any notice to Licensor, including the notice to be given pursuant to Section 2 of the License Agreement, shall be sent to \_\_\_\_\_ at the following email address: \_\_\_\_\_.

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **TO PG&E:**

Any notice to PG&E, including the notice pursuant to Section 2 of the License Agreement shall be sent to Emad Gholami at the following email address: emad.gholami@pge.com.

## EXHIBIT C



EORM & Insurance Department  
245 Market Street / N4S  
4<sup>th</sup> Floor  
San Francisco, CA 94105

### STATEMENT OF SELF-INSURANCE PROGRAM

May 1, 2019

**Issued to:** To Whom It May Concern

**Re:** Insurance requirements for Pacific Gas and Electric Company (PG&E) to use the location for a Community Resource Center in the event of a Public Safety Power Shutoff (PSPS) event.

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

Commercial General Liability: \$5,000,000 each occurrence / \$5,000,000 aggregate  
Employer's Liability: \$1,000,000 each accident  
Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

This letter shall remain in effect until the termination of the agreement.

\*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E, and note there is no expiration date.

  
JANAIZE MARKLAND  
Director of EORM & Insurance  
Pacific Gas & Electric Company

SI Certification Letter  
File: PGE-246.01



# Twain Harte Community Services District

P.O. Box 649 ▪ Twain Harte, CA 95383  
Phone: (209) 586-3172 ▪ Fax: (209) 586-0424  
[www.twainhartecsd.com](http://www.twainhartecsd.com)

**Directors: Bill McManus ▪ Eileen Mannix ▪ Gary Sipperley ▪ Richard Knudson ▪ Kathryn deGroot**

April 8, 2020

The Honorable Tom McClintock  
United States Senate  
2312 Rayburn House Office Building  
Washington, D.C. 20510

The Honorable Kamala Harris  
United States Senate  
112 Hart Senate Office Building  
Washington, D.C. 20510

The Honorable Dianne Feinstein  
United States Senate  
331 Hart Senate Office Building  
Washington, D.C. 20510

Dear Congressman McClintock, Senator Feinstein and Senator Harris,

The Twain Harte Community Services District respectfully urges you and your colleagues to consider including the needs of independent special districts in the impending fourth COVID-19 pandemic relief bill.

As a provider of water, sewer and fire protection services to 2,500 residents in the Twain Harte community, access to resources to confront COVID-19, as well as relief to recover, is essential to continuing our operations and best serving our – and your – constituents.

COVID-19 has brought significant challenges to our community and our district including reductions in revenue due to restrictions on water shut offs and waiving all late fees for customers. Additionally, we've experienced short staffing, resulting in increased overtime costs in order to cover shifts so employees can be home to care for family members.

As the fourth federal COVID-19 relief bill is developed, I urge you and your colleagues to keep in mind these very serious issues. Independent special districts and the communities and regions that rely on our services across the nation will be further harmed should the pandemic continue and local governments not be considered for inclusion in resources already provided to other entities. On behalf of our district and our mutual constituents, we request you:

- **Expand the Coronavirus Relief Fund's eligibility for "local forms of government"** to receive a portion of the funds and appropriate \$1 billion specifically for local governments to utilize and continue services across the country.
- **Include local governments in the COVID-19 payroll tax credit.** All public agencies are required to provide paid COVID-19 sick and family leave; however special districts and other public agencies are excluded from the credit, putting us at a disadvantage.
- **Restore advance refunding of tax-exempt bonds, as outlined in H.R. 2772.** Doing so would allow flexibility for states and local governments to access billions of dollars to reallocate and spend on other projects, which, in turn, strengthens local infrastructure networks.



- **Increase access to capital for small borrowers, as is included in H.R. 3967.** This would increase the bank-qualified borrowing limit from \$10 million to \$30 million and allow it to apply at the borrower level. Taking this measure would grant small issuers – both government and non-profit, who may be hardest hit during the downturn, access to capital for immediate project needs.

We thank you for your leadership in securing significant relief for our nation in the previous three COVID-19 relief bills: health care districts with medical centers have new access to vital equipment; families will receive stimulus rebates to soften financial hardships and pay utility bills; and 457 retirement account holders have temporary flexibility for higher fund disbursements to help cover COVID-19 expenses. **But without the aforementioned fixes, special districts like ours, and thousands of others serving millions of Americans, will struggle to maintain the critical local infrastructure and continue the essential community services that our nation's businesses and families depend upon.**

Thank you for your consideration,

EILEEN MANNIX  
Board President  
Twain Harte Community Services District

CC: Steven Mnuchin  
Secretary of the Treasury  
[via [LegAffairs@do.treas.gov](mailto:LegAffairs@do.treas.gov)]

California Special Districts Association  
[via [advocacy@csla.net](mailto:advocacy@csla.net)]

## ***Twain Harte Community Services District Field operations report March 2020***

### **Water**

*Service Orders: 10 consisting of leak checks, meter leaks and reconnects and data logs.*

*Projects/ Field Operations Update: repaired a broken water main on Little John in Sherwood Forest.*

### **Sewer**

	<i>Previous month</i>	<i>Year to Date Calendar</i>
<i>Lines Cleaned:</i>	<i>3,000 Ft</i>	<i>8,000 Ft</i>
<i>Lines Videoed:</i>	<i>0 FT</i>	<i>50 FT</i>

*Service Orders: 3 consisting of 3 customer Lateral backups.*

*Projects/ Field Operations: the sewer system camera inspections started back up.*

### **Park and Recreation**

*Major Projects/ Field Operations Update: regular maintenance is being performed at the park facilities.*

# THCSD Operations Manager Monthly Report

Year: 2020

Month	*Treatment Plant (Gal)	Well #1 (Gal)	Well #2 (Gal)	**Total Recycled (Gal)	***Total Production (Gal)	2013 Total Production (Gal)	Percentage Conserved (%)	Rain (inches)	Snow (inches)
Jan	1,663,959	1,156,516	2,010,038	261,063	4,830,513	8,304,262	41.83%	0.72	7
Feb	1,506,960	1,129,663	2,019,731	177,163	4,656,354	5,836,362	20.22%	0.08	Trace
Mar					0	5,776,198	100.00%		
Apr					0	6,737,931	100.00%		
May					0	9,624,851	100.00%		
Jun					0	11,912,958	100.00%		
Jul					0	14,740,484	100.00%		
Aug					0	14,605,710	100.00%		
Sep					0	10,891,827	100.00%		
Oct					0	9,867,000	100.00%		
Nov					0	6,638,895	100.00%		
Dec					0	7,410,084	100.00%		
Total	3,170,919	2,286,179	4,029,769	438,226	9,486,867	112,346,562	91.56%	0.8	7





# Twain Harte Community Services District

## *Fire Division*



### Monthly Operations Report

For March, 2020

#### INCIDENTS

- Monthly emergency call total: **34**
- Public Contacts/Non Fire Agency Assists total: **4**
- Please see attached statistics for incident response information

#### PERSONNEL

- **19** total on personnel roster
- One new application in processing with medical delayed due to Covid-19

#### EQUIPMENT AND APPARATUS

- All THFD fleet in service
- CERT Firefighter Rehab vehicle secured and to delivered
- CERT acquired a used trailer tow vehicle from THCSD and is now in service

#### FACILITIES

- THFD Apparatus designator signs mounted above each bay door on firehouse
- Additional sleeping accommodations added at firehouse
- Additional station decontamination protocols and products implemented

#### TRAINING PROGRAM: Staff completed over **184** hours of combined training during the month

- Fire Control 3B delivered for the Columbia College Fire Academy
- All members trained on new response protocols and PPE procedures to decrease possible exposure
- CERT deployed in assistance to TCSO in missing person search which provided excellent interagency training
- Future trainings all suspended or cancelled due to Covid-19

#### FINANCIAL

- Wildland PPE grant application filed for \$5000 with the Jenny's Hero Grant program
- THFD will submit a Volunteer Firefighters Assistance (VFA) Grant for additional equipment and PPE
- THFD has not been financially impacted by Covid-19 but Chief will continue to monitor for potential reimbursements for expenses in future
- THFD was not awarded the requested Cal Fire Vegetation Management Grant

#### TUOLUMNE COUNTY CHIEF OFFICER'S ASSOCIATION

- New screening protocols implemented at 911 PSAP to better provide information to first responders and reduce unnecessary exposure to personnel
- 4 hour Covid-19 tests to be on hand at Hospital for rapid testing of first responders

#### FIRE PREVENTION PROGRAM/PUBLIC EDUCATION

- THFD daily operations have been modified with all non-essential public contact suspended
- Green Waste Vouchers notification insert mailed out
- May need to consider alternate dispersement methods for vouchers if Vantage Office operation continue to be modified

# Twain Harte Fire

## Incident Type Report (Summary)

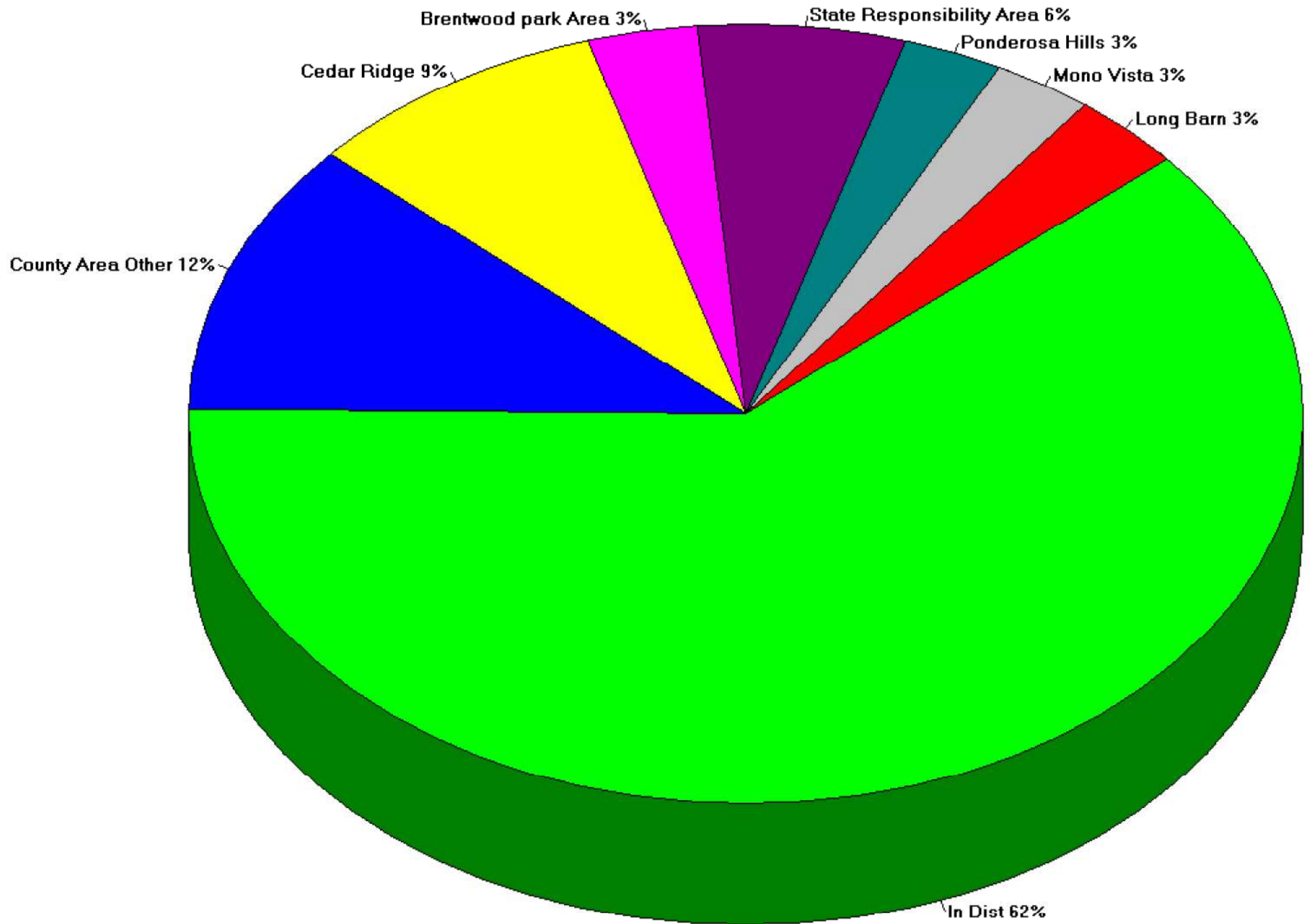
Alarm Date Between {03/01/2020} And  
{03/31/2020}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	4	11.76%	\$584,000	100.00%
140 Natural vegetation fire, Other	1	2.94%	\$0	0.00%
150 Outside rubbish fire, Other	1	2.94%	\$0	0.00%
	<u>6</u>	<u>17.65%</u>	<u>\$584,000</u>	<u>100.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with injury	20	58.82%	\$0	0.00%
	<u>20</u>	<u>58.82%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
550 Public service assistance, Other	1	2.94%	\$0	0.00%
	<u>1</u>	<u>2.94%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611 Dispatched & cancelled en route	5	14.71%	\$0	0.00%
	<u>5</u>	<u>14.71%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
700 False alarm or false call, Other	2	5.88%	\$0	0.00%
	<u>2</u>	<u>5.88%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 34

Total Est Loss: \$584,000

Alarm Date Between {03/01/2020} And {03/31/2020}





## **GENERAL MANAGER'S REPORT**

**April 8, 2020**

### **Administration / Operations**

- *Develop Phase I – Twain Harte Meadows Park*
- *Water Ordinance Update*
- *CEQA Guidelines*
- *New Employee Training*

### **Planning Projects**

- *Sewer System Evaluation/Analysis – CCTV in process.*
- *Water System Hydraulic Model – Initiated. GIS updates complete.*

### **Capital Projects**

- *Well #3 (Sherwood Forest) – Working through complications of sand in well.*
- *Dogwood Bench Sewer Line Replacement – Received quotes. Weather dependent.*
- *Lift Station Back-up Generators – Red Wing complete. Mark Twain next month.*
- *Jim Johnson Bocce Improvements – Initiating design for summer completion.*

### **Funding Opportunities**

- *Prop 68 Rural Recreation & Tourism Program – Twain Harte Meadows Park (\$2,500,000)*
  - *Applications due 2020 / \$23M available / \$3M max / No Match*
- *Prop 68 Per Capita Park Grant – Park revenue enhancement (\$200,000)*
  - *Applications due mid 2020*

### **Meetings of Interest**

- *Cyber Security Webinar Training – 3/19/20*
- *COVID-19 Regulation Training – Ongoing/Multiple per week*