

TWAIN HARTE COMMUNITY SERVICES DISTRICT

WATER – SEWER – FIRE – PARK
22912 Vantage Pointe Drive, Twain Harte, CA 95383
Phone (209) 586-3172 Fax (209) 586-0424

REGULAR MEETING OF THE BOARD OF DIRECTORS VIDEO TELECONFERENCE December 9, 2020 9:00 A.M.

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://us02web.zoom.us/j/82591850165>
- Meeting ID: 825 9185 0165
- Telephone: (669) 900-6833

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

AGENDA

The board may take action on any item on the agenda.

1. Call to Order

2. Pledge of Allegiance & Roll Call

3. Reading of Mission Statement

4. Public Comment:

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

5. Communications:

- A. None.

6. Consent Agenda:

- A. Presentation and approval of financial statements through November 30, 2020.
- B. Approval of the minutes of the Regular Meeting held on November 12 2020.
- C. Submittal of Fiscal Year 2019-2020 Employee Reimbursement Disclosure Report per Government Code Section 53065.5.

7. New Business

- A. Discussion/action to adopt a COVID-19 Prevention Program (CPP) per Cal/OSHA emergency regulations and authorize the General Manager to make revisions and updates as needed to comply with changing regulations and best practices.

- B. Discussion/action to adopt Resolution #20-33 – Adoption of the Tuolumne Stanislaus Integrated Regional Water Management (IRWM) Plan.
- C. Discussion/action to adopt Resolution #20-34 – Approval of Tuolumne Public Power Agency (TPPA) Joint Powers Agreement Amendments.
- D. Approval of 2021 Board and Committee Calendar.
- E. Discussion/action regarding implementation of a District Wellness Program.
- F. Annual Board self-evaluation of performance and identification of improvement opportunities.
- G. Appointment of Board President and Vice President for the 2021 calendar year.

8. Reports:

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

9. Adjourn

HOW TO OBSERVE THIS MEETING:

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

- **Computer:** Join the videoconference by clicking the videoconference link located at the top of this agenda or on our website. You may be prompted to enter your name and email. 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.

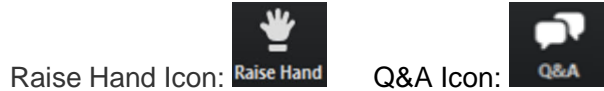
FOR MORE DETAILED INSTRUCTIONS, CLICK [HERE](#)

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, 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 THCSO 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.



- Telephone: Press *9 if to notify the host that you have a comment. The host will unmute you during the public comment period and invite you to share comments.

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

ACCESSIBILITY:

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

WRITTEN MEETING MATERIALS:

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

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
20/21 OPERATING EXPENDITURE SUMMARY
As of November 30, 2020**

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 41.67%)
Park	81,100	33,378	47,722	41.16%
Water	1,025,965	467,148	558,817	45.53%
Sewer	1,126,409	385,145	741,264	34.19%
Fire	1,008,453	442,324	566,129	43.86%
Admin	599,618	242,212	357,406	40.39%
TOTAL	\$ 3,841,545	\$ 1,570,207	\$ 2,271,338	40.87%

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
20/21 CAPITAL EXPENDITURE SUMMARY
As of November 30, 2020**

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent <small>(Target 41.67%)</small>
Park	164,400	97,655	66,745	59.40%
Water	475,620	29,043	446,577	6.11%
Sewer	348,300	54,454	293,846	15.63%
Fire	311,680	79,513	232,167	25.51%
Admin		-	-	
TOTAL	\$ 1,300,000	\$ 260,665	\$ 1,039,335	20.05%

TWAIN HARTE COMMUNITY SERVICES DISTRICT
BANK BALANCES
As of November 30, 2020

Account	Beginning Balance	Receipts	Disbursements	Current Balance
U.S. Bank Operating	608,829	240,675	(348,270)	501,234
U.S. Bank - D Grunsky #1*	71,756			71,756
U.S. Bank - D Grunsky #2*	73,063			73,063
LAIF	2,958,441			2,958,441
TOTAL	\$ 3,712,089	\$ 240,675	\$ (348,270)	\$ 3,604,494

*Davis Grunsky reserve money restricted for Davis Grunsky Loan Payments

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Board of Directors Regular Meeting via Teleconference due to COVID-19
November 12, 2020

CALL TO ORDER: President Mannix called the meeting to order at 09:00 a.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
Neil Gamez, Fire Chief
Kim Silva, Administrative Coordinator/ Board Secretary
Robb Perry, Operations Manager

AUDIENCE:

2 Attendees

PUBLIC COMMENT ON NON-AGENDIZED ITEMS:

Carol Hallet provided a report on the activities of CERT for the month of October.

PRESENTATIONS:

- A. Presentation of Annual Safety Awards.

COMMUNICATIONS:

- A. Email from California Special Districts Association – Appreciation for 2020 Legislative Participation.

CONSENT AGENDA:

- A. Presentation and approval of financial statements through October 31, 2020.
- B. Approval of the minutes of the Regular Meeting held on October 14, 2020.
- C. Accept and file the annual Government Code Section 66013 Capacity Charges Report for Fiscal Year 2019-20.
- D. Annual review, submittal of report and approval of revisions for Policy #1015 – Identity Theft Prevention Program.

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

SECOND: Director deGroot

AYES: Mannix, Knudson, deGroot, McManus, Sipperley

NOES: None

ABSENT:

OLD BUSINESS

None

NEW BUSINESS:

- A. Discussion/action to approve revisions to Policy #2002 – Discrimination.

MOTION: Director Sipperley made a motion to approve revisions to Policy #2002 – Discrimination.

SECOND: Director deGroot

AYES: Mannix, deGroot, McManus, Sipperley, Knudson

NOES: None

ABSTAIN:

- B. Discussion/action of annual review and approval of revisions to Policy #2082 – Internet, Email and Electronic Communication Ethics, Usage and Security.

MOTION: Director Sipperley made a motion to approve revisions to Policy #2082 – Internet, Email and Electronic Communication Ethics, Usage and Security.

SECOND: Director McManus

AYES: Mannix, deGroot, McManus, Sipperley, Knudson

NOES: None

ABSTAIN:

- C. Discussion/action to approve revisions to Policy #3011 – Reserve Policy.

MOTION: Director Sipperley made a motion to approve revisions to Policy #3011 – Reserve Policy.

SECOND: Director Mannix

AYES: Mannix, deGroot, McManus, Sipperley, Knudson

NOES: None

ABSTAIN:

- D. Discussion/action adopt proposed Policy #3001 – Memorials in Park Areas.

MOTION: Director Sipperley made a motion to adopt proposed Policy #3001 – Memorials in Park Areas with revisions to numbering in policy.

SECOND: Director Mannix

AYES: Mannix, deGroot, McManus, Sipperley

NOES: None

ABSTAIN: Knudson

- E. Discussion/action regarding participation in a joint powers authority with other Tuolumne County fire agencies to levy a special parcel tax for fire services and review of customer survey results.

MOTION: *Director Sipperley made a motion to approve participation in joint powers authority*

SECOND: *Director McManus*

AYES: *None*

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

ABSENT:

- F. Discussion/action regarding recruitment of Operations Manager, organization structure and potential budget revisions.

MOTION: *Director deGroot made a motion giving the GM the discretion to be able to move forward with the recruitment of Operations Manager, organization structure and potential budget revisions.*

SECOND: *Director Sipperley*

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

NOES: *None*

ABSENT:

REPORTS:

President and Board member reports.

- *A verbal summary of board report was given.*

Committee Reports

- *A verbal summary of the written report was provided.*

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

- *A verbal summary of the written report was provided.*

Fire Chief Report by Chief Gamez

- *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.*

ADJOURNMENT:

The meeting was adjourned at 10:48 a.m.

Respectfully submitted,

APPROVED:

Kimberly Silva, Board Secretary

Eileen Mannix, President

Twain Harte Community Services District
Reimbursement Disclosure Report
July 1, 2019 - June 30, 2020

Date	Employee/Board Member	Total	Description
7/12/2019	Kathryn DeGroot	\$ 857.66	Conference Expenses
12/20/2019	Neil Gamez	\$ 179.86	Training Books
7/5/2019	Todd McNeal	\$ 539.65	Conference Expenses
1/17/2020	Zeffrum Nathaniel	\$ 500.00	Training Registration Fees
3/13/2020	Zeffrum Nathaniel	\$ 595.00	Training Registration Fees
4/24/2020	Zeffrum Nathaniel	\$ 500.00	Training Registration Fees
12/6/2019	Robb Perry	\$ 102.61	Phone Repair Reimbursement
2/28/2020	Steve Wise	\$ 160.00	Certification Fees

This report was prepared pursuant to California Govt Code Section 53065.5



COVID-19 Prevention Program (CPP)

Table of Contents

I. PURPOSE.....	4
II. SCOPE.....	4
III. DEFINITIONS:.....	4
IV. PROGRAM.....	5
A. SYSTEM FOR COMMUNICATING WITH EMPLOYEES	5
1. Reporting COVID-19 Symptoms, Possible COVID-19 Close Contact Exposures, and Possible COVID-19 Hazards at Worksites and Facilities	5
2. Accommodations Process for Employees with Medical or Other Conditions that put them at Increased Risk of Severe COVID-19 Illness	5
3. COVID-19 Testing	6
4. COVID-19 Hazards	6
B. IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS AT WORKSITES AND FACILITIES	6
1. Employee Self-Screening for COVID-19 Symptoms	6
2. Employees with COVID-19 Symptoms	7
3. Response to COVID-19 Cases	7
4. Workplace-Specific Identification of COVID-19 Hazards	7
5. Maximization of Outdoor Air and Air Filtration	7
6. Compliance with Applicable State and Local Health Orders	8
7. Evaluation of Existing COVID-19 Prevention Controls and Adoption of Additional Controls	8
8. Periodic Inspections	8
C. INVESTIGATING AND RESPONDING TO COVID-19 CASES IN WORKSITES AND FACILITIES	8
1. Procedure to Investigate COVID-19 Cases	8
2. Response to COVID-19 Cases	8
3. Confidential Medical Information	10
D. CORRECTION OF COVID-19 HAZARDS AT WORKSITES AND FACILITIES	10
E. TRAINING AND INSTRUCTION OF EMPLOYEES.....	10
1. COVID-19 Symptoms	10
2. COVID-19 Policies and Procedures	10
3. COVID-19 Related Benefits	11
4. Spread and Transmission of the Virus that Causes COVID-19	11
5. Methods and Importance of Physical Distancing, Face Coverings, and Hand Hygiene	11

F. PHYSICAL DISTANCING	11
G. FACE COVERINGS.....	12
1. Face Covering Requirement	12
2. Required Use of Effective Non-Restrictive Alternative for Employees Exempted from Face Covering Requirement	13
3. Physical Distancing Required If Employee Is Not Wearing Face Covering or Non-Restrictive Alternative	13
4. Prohibition on Preventing Employees from Wearing Face Covering	13
5. Communication to Non-Employees Regarding Face Covering Requirement	13
6. Policies to Reduce COVID-19 Hazards Originating from Persons Not Wearing Face Coverings	13
H. OTHER ENGINEERING CONTROLS, ADMINISTRATIVE CONTROLS AND PERSONAL PROTECTIVE EQUIPMENT (PPE).....	14
1. Installation of Solid Partitions between Workstations Where Physical Distancing is Not Possible	14
2. Maximization of Outdoor Air	14
3. Cleaning and Disinfecting Procedures	14
4. Evaluation of Handwashing Facilities	14
5. Personal Protective Equipment (PPE)	15
I. REPORTING, RECORDKEEPING AND ACCESS.....	15
1. Reporting COVID-19 Cases to the Local Health Department	15
2. Reporting Serious COVID-19 Illnesses and Deaths to Cal/OSHA	15
3. Maintenance of Records Related to the Adoption of the CPP	15
4. Availability of the CPP for Inspection	15
5. Records Related to COVID-19 Cases	16
J. EXCLUSION OF COVID-19 CASES	16
1. Exclusion of COVID-19 Cases from Worksites and Facilities	16
2. Exclusion of Employees with Close Contact COVID-19 Exposures from Worksites and Facilities	16
3. Provision of Benefits to Employees Excluded from Work as a Result of a Positive COVID-19 Test or Diagnosis or a Close Contact COVID-19 Exposure	16
4. Adherence with Laws, Policies, and/or Agreements Providing Excluded Employees Greater Protections	17
5. Provision of Information Concerning Benefits to Excluded Employees	17
K. RETURN TO WORK CRITERIA.....	17
1. Symptomatic COVID-19 Cases	17

2. Asymptomatic COVID-19 Cases	18
3. Employees Directed to Self-Quarantine or Isolate by a State or Local Health Official	18
4. Employees with COVID-19 Symptoms but Testing Negative for COVID-19	18
5. COVID-19 Testing Not Required in Order to Return to Work	18
6. Allowance for an Employee to Return to Work to Provide Critical Public Health and Safety Services	18

TWAIN HARE COMMUNITY SERVICES DISTRICT

COVID-19 Prevention Program (CPP)

I. PURPOSE

The purpose of the Twain Harte Community Services District (THCSD or District) COVID-19 Prevention Program (CPP) is to provide employees a healthy and safe workplace as required under the California Occupational Safety and Health Act (Labor Code §§ 6300, *et seq.*) and associated regulations (8 C.C.R. § 3205).

Nothing in this CPP precludes THCSD from complying with federal, state, or local laws or guidance that recommends or requires measures that are more prescriptive and/or restrictive than are provided herein.

II. SCOPE

This CPP applies to all THCSD employees except for THCSD employees who are teleworking.

III. DEFINITIONS:

For the purposes of the CPP, the following definitions shall apply:

COVID-19 means coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

COVID-19 case means a person who either: (1) Has a positive “COVID-19 test” as defined in this section; (2) Is subject to COVID-19-related order to isolate issued by a local or state health official; or (3) Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county. A person is no longer a “COVID-19 case” when a licensed health care professional determines that the person does not have COVID-19, in accordance with recommendations made by the California Department of Public Health (CDPH) or the local health department pursuant to authority granted under the Health and Safety Code or title 17, California Code of Regulations to CDPH or the local health department.

Close contact COVID-19 exposure means being within six (6) feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” as defined here. This definition applies regardless of the use of face coverings.

COVID-19 hazard means exposure to potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, sneezing, or procedures performed on persons which may aerosolize saliva or respiratory tract fluids, among other things. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.

COVID-19 symptoms means one of the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person’s symptoms were caused by a known condition other than COVID-19.

COVID-19 test means a viral test for SARS-CoV-2 that is both: (1) Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; and (2) Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable.

Exposed workplace means any work location, working area, or common area at work used or accessed by a COVID-19 case during the high-risk period, including bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas.

The exposed workplace does not include buildings or facilities not entered by a COVID-19 case. Effective January 1, 2021, the “exposed workplace” also includes but is not limited to the “worksites” of the COVID-19 case as defined by Labor Code section 6409.6(d)(5).

Face covering means a tightly woven fabric or non-woven material with no visible holes or openings, which covers the nose and mouth.

High-risk exposure period means the following time period: (1) For persons who develop COVID-19 symptoms: from two (2) days before they first develop symptoms until ten (10) days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or (2) For persons who test positive who never develop COVID-19 symptoms: from two (2) days before until ten (10) days after the specimen for their first positive test for COVID-19 was collected.

IV. PROGRAM

A. SYSTEM FOR COMMUNICATING WITH EMPLOYEES

1. Reporting COVID-19 Symptoms, Possible COVID-19 Close Contact Exposures, and Possible COVID-19 Hazards at Worksites and Facilities

THCSD requires that all employees/interns/volunteers immediately report to their manager or supervisor any of the following: (1) the employee’s presentation of COVID-19 symptoms; (2) the employee’s possible COVID-19 close contact exposures; (3) possible COVID-19 hazards at THCSD worksites or facilities.

THCSD will not discriminate or retaliate against any employee who makes a report.

2. Accommodations Process for Employees with Medical or Other Conditions that put them at Increased Risk of Severe COVID-19 Illness

THCSD provides an accommodation process for employees who have a medical or other condition identified by the Centers for Disease Control and Prevention (“CDC”) or

the employees' health care provider as placing or potentially placing the employees at increased risk of severe COVID-19 illness.

The CDC identifies medical conditions and other conditions as placing or potentially placing individuals at an increased risk of severe COVID-19 illness:

<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html>

THCSD employees are encouraged to review the list of medical conditions and other condition provided above in order to determine whether they have such a condition.

To request an accommodation, employees may make a request with their manager or supervisor.

3. COVID-19 Testing

THCSD possesses authority to require that employees who report to work at THCSD worksites or facilities be tested for COVID-19.

Where THCSD requires that employees be tested, THCSD will inform employees for the reason that testing is required.

THCSD will also inform employees of the possible consequences of a positive COVID-19 test, which may include, but is not limited to, a requirement that employees not report to work during the high-risk exposure period and satisfying the minimum criteria to return to work.

4. COVID-19 Hazards

THCSD will notify employees and subcontracted employees of any potential COVID-19 exposure at a worksite or facility where a COVID-19 case and THCSD employees were present on the same day. THCSD will notify employees of such potential exposures within one (1) business day, in a way that does not reveal any personal identifying information of the COVID-19 case.

THCSD will also notify employees of cleaning and disinfecting measures that THCSD is undertaking in order to ensure the health and safety of the worksite or facility where the potential exposure occurred.

B. IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS AT WORKSITES AND FACILITIES

1. Employee Self-Screening for COVID-19 Symptoms

THCSD requires that employees will self-screen for COVID-19 symptoms prior to reporting to any THCSD worksite or facility. By coming to work, the worker certifies that they have self-screened and do not have symptoms of COVID-19.

2. Employees with COVID-19 Symptoms

Should an employee present COVID-19 symptoms during a self-screen, the employee shall remain at or return to their home or place of residence. The employee shall be required to take a COVID-19 test as soon as possible in order to confirm that the symptoms they are experiencing are a result of COVID-19. The employee shall not report to work until such time as the employee satisfies the minimum criteria to return to work as outlined in 'Section K: Return to Work Criteria'.

THCSD will advise employees of any leaves to which they may be entitled during this self-quarantine period.

3. Response to COVID-19 Cases

In the event that an employee tests positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the employee shall remain at or return to their home or place of residence and not report to work until such time as they satisfy the minimum criteria to return to work, as outlined in 'Section K: Return to Work Criteria'.

THCSD will advise employees of any leaves to which they may be entitled during this self-isolation period.

4. Workplace-Specific Identification of COVID-19 Hazards

THCSD conducted a workplace-specific assessment of all interactions, areas, activities, processes, equipment, and materials that could potentially expose employees to COVID-19 hazards.

As part of this process, THCSD identified places and times when employees and individuals congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not, including, for example, during meetings or trainings, in and around entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

As part of this process, THCSD identified potential workplace exposure to all persons at worksites and facilities, including employees, employees of other entities, members of the public, customers or clients, and independent contractors. The District considered how employees and other persons enter, leave, and travel through worksites and facilities, in addition to addressing employees' fixed workspaces or workstations.

As part of this process, THCSD treated all persons, regardless of symptoms or negative COVID-19 test results, as potentially infectious.

5. Maximization of Outdoor Air and Air Filtration

For indoor worksites and facilities, the District evaluated how to maximize the quantity of outdoor air and whether it is possible to increase filtration efficiency to the highest level compatible with the worksites and facilities' existing ventilation systems.

6. Compliance with Applicable State and Local Health Orders

THCSD monitors applicable orders and guidance from the State of California and the local health department related to COVID-19 hazards and prevention, including information of general application and information specific to location and operations.

THCSD fully and faithfully complies with all applicable orders and guidance from the State of California and the local health department.

7. Evaluation of Existing COVID-19 Prevention Controls and Adoption of Additional Controls

Periodically, THCSD will evaluate existing COVID-19 prevention controls at the workplace and assess whether there is a need for different and/or additional controls.

This includes evaluation of controls related to the correction of COVID-19 hazards, physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment (PPE).

8. Periodic Inspections

THCSD will conduct periodic inspections of worksites and facilities as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with the District's COVID-19 policies and procedures.

C. INVESTIGATING AND RESPONDING TO COVID-19 CASES IN WORKSITES AND FACILITIES

1. Procedure to Investigate COVID-19 Cases

THCSD'S procedure for investigating COVID-19 cases in the workplace provides for the following: (1) the verification of COVID-19 case status; (2) receiving information regarding COVID-19 test results; (3) receiving information regarding the presentation of COVID-19 symptoms; and (4) identifying and recording all COVID-19 cases.

2. Response to COVID-19 Cases

In the event that a THCSD employee tests positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the employee shall remain at or return to their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work.

a. Contact Tracing

If possible, THCSD will interview the COVID-19 cases in order to ascertain the following information: (1) the date on which the employees tested positive, if asymptomatic, or the date on which the employees first presented COVID-19 symptoms, if symptomatic; (2) the COVID-19 cases recent work history, including the day and time they were last present at a District worksite or facility; and (3) the

nature and circumstances of the COVID-19 cases' contact with other employees during the high-risk exposure period, including whether there were any close contact COVID-19 exposure.

If the District determines that there were any close contact COVID-19 exposures, they will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work.

b. Reporting

THCSD will comply with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and institutions as required based on the individual circumstances: (1) the local health department; (2) Cal/OSHA; (3) employees who were present at a District worksite or facility when the COVID-19 case was present; (4) the employee organizations that represent employees at the worksite or facility; (4) the employers of subcontracted employees who were present at the worksite or facility; and (5) the workers' compensation plan administrator.

c. Free COVID-19 Testing for Close Contact Exposures

THCSD will provide COVID-19 testing at no cost to employees during their working hours to all employees who had potential close contact COVID-19 exposure at a THCSD worksite or facility.

d. Leave and Compensation Benefits for Close Contact Exposures

THCSD will provide these employees with information regarding COVID-19-related benefits to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits available under workers' compensation law, the federal Families First Coronavirus Response Act (FFCRA), Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, local governmental requirements, the District's own leave policies, and leave guaranteed by contract.

THCSD will continue to provide and will maintain these employees' earnings, seniority, and all other employee rights and benefits, including the employees' right to their former job status, as if the employees had not been removed from their jobs.

THCSD may require that these employees use employer-provided employee sick leave benefits for this purpose and consider benefit payments from public sources in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

e. Investigation to Determine Whether Workplace Conditions Contributed to COVID-19 Exposure

THCSD will conduct an investigation in order to determine whether any workplace conditions could have contributed to the risk of COVID-19 exposure and what could be done to reduce exposure to COVID-19 hazards.

3. Confidential Medical Information

THCSD ensures the confidentiality of employees and complies with the CMIA.

THCSD will protect the confidentiality of the COVID-19 cases and employees exhibiting symptoms. THCSD will not disclose to other employees the fact that the employees tested positive for or were diagnosed with COVID-19.

THCSD will keep confidential all personal identifying information of COVID-19 cases unless expressly authorized by the employees to disclose such information or as other permitted or required under the law.

D. CORRECTION OF COVID-19 HAZARDS AT WORKSITES AND FACILITIES

THCSD will reasonably correct unsafe or unhealthy conditions, work practices, policies and procedures in a timely manner based on the severity of the hazard.

This includes, but is not limited to, implementing controls and procedures in response to the evaluations conducted related to the identification and evaluation of COVID-19 hazards and investigating and responding to COVID-19 cases in the workplace. This also includes implementing controls related to physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment (PPE).

E. TRAINING AND INSTRUCTION OF EMPLOYEES

1. COVID-19 Symptoms

THCSD provided employees training and instruction on the COVID-19 symptoms, including advising employees of COVID-19 symptoms, which include the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.

THCSD monitors and adheres to guidance by the CDC concerning COVID-19 symptoms, including guidance provided at the following web address:

<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

THCSD provided employees instruction on the importance of not coming to work and obtaining a COVID-19 test if the employees have COVID-19 symptoms.

2. COVID-19 Policies and Procedures

THCSD provides regular updates to employees on the policies and procedures to prevent COVID-19 hazards at worksites and facilities and to protect employees.

3. COVID-19 Related Benefits

THCSD advised employees of the leaves to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits available under workers' compensation law, the FFCRA, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, the District's own leave policies, and leave guaranteed by contract.

Further, when employees require leave or are directed not to report to work by THCSD, the District will advise the employees of the leaves to which the employees may be entitled for that specific reason.

4. Spread and Transmission of the Virus that Causes COVID-19

THCSD advised employees that COVID-19 is an infectious disease that can be spread through the air when an infectious person talks or vocalizes, sneezes, coughs, or exhales; that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth, although that is less common; and that an infectious person may have no symptoms.

THCSD further advised employees of the fact that particles containing the virus can travel more than six (6) feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, including hand washing, in order to be effective.

5. Methods and Importance of Physical Distancing, Face Coverings, and Hand Hygiene

THCSD advised employees of the methods and importance of physical distancing, face coverings, and hand hygiene, including hand washing.

Specifically, THCSD trained and instructed employees on the importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.

Further, THCSD trained and instructed employees on the proper use of face coverings and the fact that face coverings are not respiratory protective equipment.

F. PHYSICAL DISTANCING

THCSD requires that all employees be separated from other persons by at least six (6) feet, except where the District can demonstrate that six (6) feet of separation is not possible and where there is momentary exposure while persons are in movement.

THCSD has adopted several methods that can be utilized to increase physical distancing including, but not limited to, the following:

1. Closed the office to the public

2. Providing employees the opportunity to telework or engage in other remote work arrangements;
3. Reducing the number of persons in an area at one time, including visitors;
4. Posting visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel;
5. Adopting staggered arrival, departure, work, and break times; and
6. Adjusting work processes or procedures, such as reducing production speed, to allow greater distance between employees.
7. When it is not possible for employees to maintain a distance of at least six (6) feet, the District requires individuals to be as far apart as possible.

G. FACE COVERINGS

1. Face Covering Requirement

THCSD provides face coverings to employees and requires that such face coverings are worn by employees and individuals at worksites and facilities.

The District's policy adheres to orders and guidance provided by the CDPH and the local health department, including as provided at the following web address:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>

The District's policy on the use of face coverings ensures that they are worn over the nose and mouth when indoors, when outdoors and less than six (6) feet away from another person, and where required by orders from the CDPH or local health department.

The District's policy requires that face coverings are clean and undamaged. The policy allows for face shields to be used to supplement, and not supplant face coverings.

The District's policy provides for the following exceptions to the face coverings requirement:

1. When an employee is alone in a room.
2. While eating and drinking at the workplace, provided employees are at least six (6) feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
3. Employees wearing respiratory protection in accordance with section 5144 or other title 8 safety orders (8 C.C.R. 5144 is available at the following web address: <https://www.dir.ca.gov/title8/5144.html>).
4. Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person.

5. Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed, and the unmasked employee shall be at least six (6) feet away from all other persons unless unmasked employees are tested at least twice weekly for COVID-19.

2. Required Use of Effective Non-Restrictive Alternative for Employees Exempted from Face Covering Requirement

THCSD requires that employees who are exempted from wearing face coverings due to a medical condition, mental health condition, or disability wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.

3. Physical Distancing Required If Employee Is Not Wearing Face Covering or Non-Restrictive Alternative

THCSD requires that any employees not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six (6) feet apart from all other persons unless the unmasked employees are tested at least twice (2x) weekly for COVID-19.

However, THCSD does not use COVID-19 testing as an alternative to face coverings when face coverings are otherwise required by this section.

4. Prohibition on Preventing Employees from Wearing Face Covering

THCSD does not prevent any employee from wearing a face covering when wearing a face covering is not required by this section, unless not wearing a face covering would create a safety hazard, such as interfering with the safe operation of equipment.

5. Communication to Non-Employees Regarding Face Covering Requirement

THCSD posts signage to inform non-employees that the District requires the use of face coverings at worksites and facilities.

6. Policies to Reduce COVID-19 Hazards Originating from Persons Not Wearing Face Coverings

THCSD has developed COVID-19 policies and procedures to minimize employees' exposure to COVID-19 hazards originating from any person not wearing a face covering, including a member of the public.

These policies include closing the office to the public, requiring that employees and non-employees wear face coverings at worksites and facilities, that employees wear face coverings at other times, maintain physical distance from person not wearing a face covering, and observe proper hand hygiene.

H. OTHER ENGINEERING CONTROLS, ADMINISTRATIVE CONTROLS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

1. Installation of Solid Partitions between Workstations Where Physical Distancing is Not Possible

At fixed work locations where it is not possible to maintain the physical distancing requirement at all times, the employer shall install cleanable solid partitions that effectively reduce aerosol transmission between the employees and other persons.

2. Maximization of Outdoor Air

For worksites and facilities with mechanical or natural ventilation, or both, the District has maximized the quantity of outside air provided to the extent feasible, except when the United States Environmental Protection Agency (“EPA”) Air Quality Index is greater than 100 for any pollutant or if opening windows or letting in outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.

3. Cleaning and Disinfecting Procedures

The District requires that the following cleaning and disinfecting procedures be done in a manner that does not create a hazard to employees or subcontracted employees.

1. Identify all frequently touched surfaces and objects for disinfection.
2. Disinfect frequently touched surfaces, objects and employee work stations at the end of every day or more frequently as needed.
3. Clean shared rooms and offices weekly or more frequently as needed.
4. Sharing of personal protective equipment is prohibited and to the extent feasible, items that employees come in regular physical contact with such as phones, headsets, desks, keyboards, writing materials, instruments, and tools are also prohibited. When it is not feasible to prevent sharing, sharing will be minimized and such items and equipment shall be disinfected between uses by different people. Sharing of vehicles will be minimized to the extent feasible, and high touch points (steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) shall be disinfected between users.
5. Clean and disinfection of areas, material, and equipment used by a COVID-19 case during the high-risk exposure period.

4. Evaluation of Handwashing Facilities

In order to protect employees, THCS D evaluated its handwashing facilities in order to determine the need for additional facilities, encourage and allow time for employee handwashing, and provide employees with an effective hand sanitizer.

THCS D encourages employees to wash their hands for at least 20 seconds each time.

THCS D does not provide hand sanitizers with methyl alcohol.

5. Personal Protective Equipment (PPE)

THCSD evaluates the need for PPE, such as gloves, goggles, and face shields, to prevent exposure to COVID-19 hazards and provide such PPE as needed.

In accordance with applicable law, the District evaluates the need for respiratory protection when the physical distancing requirements, as provided herein, are not feasible or are not maintained.

In accordance with applicable law, the District will provide and ensure use of respirators in accordance when deemed necessary by Cal/OSHA through the Issuance of Order to Take Special Action.

In accordance with applicable law, the District will provide and ensure use of eye protection and respiratory protection when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

I. REPORTING, RECORDKEEPING AND ACCESS

1. Reporting COVID-19 Cases to the Local Health Department

In accordance with applicable law, THCSD will report information about COVID-19 cases at the workplace to the local health department. Further, THCSD will provide any related information requested by the local health department.

2. Reporting Serious COVID-19 Illnesses and Deaths to Cal/OSHA

In accordance with applicable law, THCSD will immediately report to Cal/OSHA any serious COVID-19-related illnesses or deaths of employees occurring at a District worksite or facility or in connection with any employment.

Further, in accordance with applicable law, the District will record any serious work-related COVID-19-related illnesses or deaths.

3. Maintenance of Records Related to the Adoption of the CPP

In accordance with applicable law, THCSD will maintain records of the steps taken to implement this CPP.

4. Availability of the CPP for Inspection

THCSD will make this written CPP available to employees and employee organizations at all worksites or facilities. Employees are required to review this CPP and acknowledge their review.

Further, the District will make this written CPP available to Cal/OSHA representatives immediately upon request.

5. Records Related to COVID-19 Cases

The THCS D will keep a record of and track all COVID-19 cases with the following information: (1) employee's name; (2) contact information; (3) occupation; (4) location where the employee worked; (5) the date of the last day at the workplace; and (6) the date of a positive COVID-19 test.

In accordance with the Confidentiality of Medical Information Act (CMIA) and applicable law, the District will keep the employees' medical information confidential.

In accordance with the CMIA and applicable law, THCS D will make this information available to employees and employee organizations with personal identifying information removed. The District will also make this information available as otherwise required by law.

J. EXCLUSION OF COVID-19 CASES

1. Exclusion of COVID-19 Cases from Worksites and Facilities

THCS D will ensure that COVID-19 cases are excluded from the workplace until the individual satisfies the minimum return to work criteria provided for in Section K.

2. Exclusion of Employees with Close Contact COVID-19 Exposures from Worksites and Facilities

THCS D will exclude employees with close contact COVID-19 exposure from the workplace for 14 days after the last known close contact COVID-19 exposure.

3. Provision of Benefits to Employees Excluded from Work as a Result of a Positive COVID-19 Test or Diagnosis or a Close Contact COVID-19 Exposure

a. Employees Able to Telework during Isolation or Quarantine Period

THCS D may require employees who are able and available to work, to telework during the isolation or quarantine period. The option to telework will be at the sole discretion of the employee's supervisor. The District will provide these employees their normal compensation for the work that they perform during the isolation or quarantine period.

b. Employees Not Unable to Telework during Isolation or Quarantine Period

For employees excluded from work, who cannot telework and are otherwise able and available to work, the District will continue and maintain and employee's earnings, seniority, and all other employee rights and benefits, including the employee's right to their former job status, during the isolation or quarantine period.

The District will require that such employees use paid sick leave in order to receive compensation during the isolation or quarantine period. THCS D employees retain their entitlement to elect not to use other earned or accrued paid leave during this time. The District may provide such employees who are unable to telework, but who

do not have any paid sick leave available, paid administrative leave in order to receive compensation during the isolation or quarantine period.

THCSD may consider benefit payments from public sources, including under the FFCRA and Labor Code section 248.1 (until December 31, 2020 or longer if FFCRA leave and/or Labor Code section 248.1 leave is extended), in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

The benefits described above do not apply to the following employees:

1. THCSD employees who the District can demonstrate that the close contact COVID-19 exposure was not work-related; or
2. THCSD employees who are unable to work for reasons other than protecting employees and non-employees at worksites and facilities from possible COVID-19 transmission.

Such employees may still use paid sick leave for the purpose of receiving compensation during the isolation or quarantine period if they elect to do so.

4. Adherence with Laws, Policies, and/or Agreements Providing Excluded Employees Greater Protections

The obligations set forth in this section do not limit any other applicable law, THCSD policy, or collective bargaining agreement that provides THCSD employees with greater protections or benefits.

5. Provision of Information Concerning Benefits to Excluded Employees

At the time of exclusion, THCSD will provide the excluded employees the information on benefits to which the employees may be entitled under applicable federal, state, or local laws.

This includes any benefits available under workers' compensation law, the FFCRA, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, the District's own leave policies, and leave guaranteed by contract.

K. RETURN TO WORK CRITERIA

1. Symptomatic COVID-19 Cases

COVID-19 cases with COVID-19 symptoms must remain at their home or place of residence and not report to any THCSD worksite or facility until they satisfy each of the following conditions:

1. At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications;
2. COVID-19 symptoms have improved; and

3. At least 10 days have passed since COVID-19 symptoms first appeared.

2. Asymptomatic COVID-19 Cases

COVID-19 cases who tested positive but never developed COVID-19 symptoms must not report to any District worksite or facility until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

3. Employees Directed to Self-Quarantine or Isolate by a State or Local Health Official

If employees are subject to an isolation or quarantine order issued by a state or local health official, THCS D policy requires that the employees not report to any District worksite or facility until the period of isolation or quarantine is completed or the order is lifted.

If the order did not specify a definite isolation or quarantine period, then the period shall be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.

4. Employees with COVID-19 Symptoms but Testing Negative for COVID-19

If an employee exhibits COVID-19 symptoms and after being tested received a negative test result, they may return to work.

5. COVID-19 Testing Not Required in Order to Return to Work

In accordance with CDC guidance concerning symptom-based strategies for the discontinuation of isolation, the District does not require employees submit to a COVID-19 test, or produce a negative COVID-19 test result, in order to return to work.

6. Allowance for an Employee to Return to Work to Provide Critical Public Health and Safety Services

If there are no violations of state or local health officer orders for isolation or quarantine, Cal/OSHA may, upon request, allow employees to return to work on the basis that the removal of employees would create undue risk to a community's health and safety.

In such cases, THCS D will develop, implement, and maintain effective control measures to prevent transmission in the workplace including providing isolation for the employees at the District worksite or facility and, if isolation is not possible, the use of respiratory protection in the workplace.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 20-33**

**ADOPTION OF THE TUOLUMNE-STANISLAUS INTEGRATED REGIONAL WATER
MANAGEMENT (IRWM) PLAN**

WHEREAS, the Twain Harte Community Services District (District) has the responsibility for water management through its activities of water treatment/distribution and wastewater collection and, thus, shares a common interest in maximizing the beneficial use of water within the Tuolumne-Stanislaus Region; and

WHEREAS, in 2002, the California legislature enacted Division 6, Part 2.2, of the California Water Code, known as the Integrated Regional Water Management Planning Act of 2002, for the purpose of encouraging local agencies to work together to manage their available water supplies and to improve the quality, quantity and availability of those supplies; and

WHEREAS, after participating in the creation of the Tuolumne-Stanislaus Integrated Regional Water Management Plan (T-Stan IRWM Plan), the District adopted the T-Stan IRWM Plan on September 12, 2013 (Resolution 13-22); and

WHEREAS, after finding that coordinating the implementation and funding of the T-Stan IRWM Plan benefits both the District and the public, the District became a member of the T-Stan IRWM Joint Powers Authority (JPA) on March 13, 2014; and

WHEREAS, the T-Stan IRWM JPA has since updated the T-Stan IRWM Plan to be consistent with the 2016 IRWM Plan Standards; and

WHEREAS, the T-Stan IRWM Plan update was reviewed by the Department of Water Resources and found to be consistent with the IRWM Planning Act and related IRWM Plan Standards contained in the 2016 IRWM Program Guidelines.

NOW, THEREFORE, BE IT RESOLVED, by the District Board of Directors that the updated Tuolumne-Stanislaus Integrated Regional Water Management Plan is hereby approved and adopted by the Twain Harte Community Services District.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District on December 9, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 20-34**

**APPROVAL OF TUOLUMNE PUBLIC POWER AGENCY (TPPA) JOINT POWERS
AGREEMENT AMENDMENTS**

WHEREAS, Public Law 87-784, enacted in 1962 by the U.S. Congress, provided that 25 percent of the power generation produced at New Melones Dam be offered for sale to preference customers located within Calaveras and Tuolumne Counties; and

WHEREAS, as a result of said Law, the Tuolumne Public Power Agency Joint Powers Authority was formed through a Joint Powers Agreement (Original Agreement) on May 19, 1982, to distribute the electric power to JPA Member Agencies; and

WHEREAS, Twain Harte Community Services District (District) is one of the Member Agencies included in the TPPA Joint Powers Authority through the Original Agreement; and

WHEREAS, TPPA Member Agencies, amended the Original Agreement on January 1, 2013; and

WHEREAS, the District and other TPPA Member Agencies see a need to restructure the Member Agency tiers specified in the amended Original Agreement so that all public agencies are eligible to receive TPPA power equally; and

WHEREAS, in order to make this change, the District desires to amend and restate the Original Agreement.

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

1. The Twain Harte Community Services District, as a TPPA Member Agency, hereby accepts the terms and conditions of the attached Amended and Restated TPPA Joint Powers Agreement.
2. The District's Board President is authorized to sign the attached Amended and Restated Joint Powers Agreement effective upon the approval by Resolution of two-thirds of all existing Member Agencies, thereby authorizing continued membership in TPPA.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District on December 9, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary

Amended and Restated
TUOLUMNE PUBLIC POWER AGENCY
JOINT POWERS AGREEMENT

This Amended and Restated Joint Powers Agreement (“Agreement”) is made and entered into this 1st day of January, 2021, by and between the public agencies listed in Section III(A) (collectively, “Parties” or “Member Agencies”) within Tuolumne County, California who become signatories hereto, witnesseth:

Preamble

Whereas, Member Agencies entered into the original Agreement, dated May 19, 1982, forming the Tuolumne County Public Power Agency (“Original Agreement”), with other Tuolumne County public agencies joining in the intervening years; and

Whereas, the Member Agencies desire to amend and restate the Original Agreement; and

Whereas, this Agreement was further amended on the 1st day of January, 2013; and

Whereas, the Member Agencies desire to further amend this Agreement; and

Whereas, each of the signatory agencies to this Agreement and Tuolumne Public Power Agency is operating “for public benefit” as a “public agency” as defined by Section 6500 of the Government Code of the State of California, and further interpreted as a “preference agency” under Section 9(c) of the Reclamation Act of 1939, 43 U.S.C. § 485h(c); and

Whereas, Public Law 87-784, enacted in 1962 by the U.S. Congress, provided that 25 percent of the power generation produced at New Melones Dam be offered for sale to preference customers located within Calaveras and Tuolumne Counties; and

Whereas, the Joint Exercise of Powers Act (Government Code §§ 6500 *et seq.*) under which the Tuolumne Public Power Agency is organized, permits two or more public agencies by agreement, to jointly exercise any power common to the contracting parties; and

Whereas, the Parties hereto possess in common the power, among other things, to purchase and provide electrical service for their own use and to serve as aggregators under the State’s Direct Access and Community Choice Aggregation laws to serve other electrical loads within the County of Tuolumne; and

Whereas, the Member Agencies find that it is to their mutual advantage and public benefit to coordinate their use of energy, within the extent permitted by laws and regulations governing their respective authorities; and

Whereas, this Agreement supersedes and repeals the Original and First Amended Agreements.

NOW, therefore, in consideration of the mutual terms, covenants and conditions herein agreed, the Parties hereto agree as follows:

I. Purpose of Agreement

It is the purpose of this Agreement to establish an agency to be recognized as the TUOLUMNE PUBLIC POWER AGENCY (“TPPA” or “Agency”), formerly known as the Tuolumne County Public Power Agency, for the purpose of:

- 1) Establishing its membership as a means of governance.
- 2) Acquiring electrical capacity and energy (herein collectively, “power”) for Member Agencies’ use and for the use of other customers.
- 3) Obtaining services for the delivery of such power to Member Agencies’ and customers’ places of use.
- 4) Contracting for short term “in county” retail electrical services to augment public benefit through enhanced economic development to fully utilize Tuolumne County’s New Melones power entitlement until such time that TPPA membership requires this power for its own public use.
- 5) Conducting studies relating to the acquisition, use and conservation of power supplies.
- 6) Exercising all other powers necessary and incidental to accomplish the purposes set forth herein.

II. Powers of Agency

TPPA shall have the power, in its own name to: make and enter into contracts; employ agents and employees; establish committees, as necessary, and provide general directives for the work of such committees; explore and act upon ways of securing additional sources of power and means of making it available to member agencies and other customers; acquire, hold and dispose of property; take appropriate measures to meet all financial obligations of the Agency through assessments and other contributions, as hereinafter provided for; to adopt rules and regulations and to incur only those debts, liabilities or obligations necessary for the accomplishment of the purposes of this Agreement. The Agency shall have all powers common to Member Agencies, including powers set forth elsewhere in this Agreement. Without limiting the generality of the foregoing and in furtherance of Section I, TPPA shall have the power (a) to establish and operate a program for the acquisition and delivery of power under the terms of that certain “Agreement Relating to Service to Calaveras Public Power Agency and Tuolumne Public Power Agency Under Western Area Power Administration-PG&E Wholesale Distribution Tariff Service Agreement (Appendix B),” or any successor or replacement agreement and (b) establish and operate a program(s) for the acquisition and delivery of power (i) as a public agency under Public Utilities Code section 218.3(b) pursuant to the State’s Direct Access program and (ii) as or for a Community Choice Aggregator under Public Utilities Code section 331.1 pursuant to the State’s Community Choice Aggregation program. At the discretion of the TPPA Board of Directors, TPPA may jointly or separately operate the above-described programs, in whole or part.

III. Membership

A) Current Members: As of the effective date of this Agreement, the Parties to this Agreement are as follows:

- 1) County of Tuolumne
- 2) City of Sonora
- 3) Tuolumne Utilities District
- 4) Groveland Community Services District
- 5) Twain Harte Community Services District
- 6) Columbia Community College - YCCD
- 7) Belleview School District
- 8) Big Oak Flat/Groveland School District
- 9) Chinese Camp School District
- 10) Columbia Union School District
- 11) Curtis Creek School District
- 12) Jamestown School District
- 13) Sonora School District
- 14) Sonora Union High School District
- 15) Soulsbyville School District
- 16) Summerville Elementary School District
- 17) Summerville High School District
- 18) Tuolumne County Superintendent of Schools
- 19) Twain Harte-Long Barn School District
- 20) Columbia Fire District
- 21) Jamestown Fire District
- 22) Mi-Wuk Fire District
- 23) Tuolumne Fire District
- 24) Jamestown Sanitary District
- 25) Tuolumne Sanitary District
- 26) Central Sierra Child Support Agency
- 27) Motherlode Fairgrounds
- 28) Jamestown Mine Trustee
- 29) Area 12 Agency on Aging
- 30) Amador-Tuolumne Community Action Agency
- 31) Motherlode Job Training
- 32) Chicken Ranch Rancheria of Me-Wuk Indians
- 33) Tuolumne Band of Me-Wuk Indians

B) Membership Qualifications

- 1) Any purchaser and user of electrical power which (i) is considered a public agency pursuant to Government Code section 6500 and that qualifies as a Preference Customer under Federal Reclamation law and (ii) has electrical load within the County of Tuolumne may become a Member Agency, as long as its electrical load meets the minimum required criteria under TPPA's current arrangements for wholesale distribution service, direct-access service, community choice aggregation service, or other applicable distribution service.

2) To become a Member Agency, the governing body of each new Member Agency shall adopt a resolution approving this Agreement and authorizing membership in TPPA.

- a) Prospective Member Agencies are to complete the Membership Application process which includes providing a completed membership form, a certified copy of the agency's resolution to the Agency administration.
- b) All new memberships require the approval of the TPPA Board of Directors, Western Area Power Administration and PG&E before they can accept power and any membership benefits through the Agency.
- c) New members of the Agency that are dissatisfied with the charges for power established by the TPPA Board of Directors, as described in Section VII, understand and agree that they have, as their sole remedy, the option to withdraw from TPPA membership, as described in Section III(D).

C) Tier 1 and Tier 2 Accounts (Meters)

- 1) Tier 1 accounts shall be any qualifying accounts that meet the minimum required criteria for wholesale distribution service, direct-access service, community choice aggregation service, or other applicable distribution service
- 2) Tier 2 accounts shall be any qualifying accounts as set forth in this section that serve a load or facility that operates for profit.

D) Consumption Rights: In the event that the amount of power from the New Melones entitlement available to the Agency is not sufficient to meet the consumption needs of all Member Agencies and customers, the priority for such power (or for rate preferences reflecting such power) is established in the following order:

- 1) Tier 1 Accounts
- 2) Tier 2 Accounts
- 3) Community choice aggregation or applicable distribution service customers
- 4) Direct access customers

The priority as described in this section may be modified by an amendment to this agreement.

E) Withdrawal from TPPA: Any Member Agency wishing to withdraw from TPPA membership prior to receiving power may do so by delivering a ninety (90) Day Notice of the intention to withdraw to the TPPA Board of Directors.

- 1) Any Member Agency wishing to withdraw from membership after receiving power may do so by delivering a ninety (90) Day Notice of their intention to withdraw to the TPPA Board of Directors.

- 2) Any Member Agency seeking withdrawal shall pay all charges due to the Agency.
 - 3) A withdrawal by any party to this Agreement shall have no impact on the membership status of the remaining Member Agencies.
- F) Member Responsibility: All Member Agencies shall abide by all applicable laws, rules and regulations of the State of California and the Federal government with regard to power received through the Agency.

IV. Agency Organization

- A) The Governing Board of TPPA (“TPPA Board of Directors”) shall be the Tuolumne County Board of Supervisors. The TPPA Board of Directors shall receive no additional compensation for their Agency leadership other than the remuneration they receive as Board of Supervisors members.
- B) The Agency Director shall be appointed by the TPPA Board of Directors to oversee all aspects of the Agency administration and operations.
- C) Coordinator may be designated by the Agency Director to manage the Agency’s day-to-day affairs, including, but not limited to, the budget and long-range planning, but the Agency Director retains oversight responsibility.
- D) Agency Administrative Staff may be assigned by the Agency Director to ensure timely billing, payment collection, and other administrative duties as assigned
- E) The Agency Treasurer shall be Tuolumne County’s Tax Collector/Treasurer, who shall be the depository with custody of all Agency funds and shall serve on his/her official bond. The Treasurer shall be responsible for strict accounting responsibilities as outlined in the California Government Code, Sections 6505 and 6505.5.
- F) The Agency Controller shall be Tuolumne County’s Auditor, who shall draw warrants to pay demands against the Agency to meet all of the Agency’s obligations, as authorized by the TPPA Board of Directors. The Agency Controller shall serve on his/her official bond.
- G) The Agency Attorney shall be Tuolumne County’s County Counsel, the legal advisor to the Agency, its Board of Directors and its staff. The Agency Counsel will cooperate with the TPPA Board of Directors when special counsel for the Agency is required.
- H) Meetings for the TPPA Board of Directors shall be called at least once a year to review and adopt the annual budget.
- 1) Additional meetings of the TPPA Board of Directors may be called by:

- a. The Chair of the TPPA Board of Directors, who is also the Tuolumne County Board of Supervisors Chair for the calendar year.
 - b. At least two members of the TPPA Board of Directors who request a meeting in writing to the Agency Board Chair.
 - c. Representatives from at least three Member Agencies who request a meeting in writing to the Agency Board Chair.
 - d. The administrative branch of the Agency (Director and/or Coordinator) for updates, advisements, fiscal issues and all matters requiring TPPA Board of Directors approval.
- 2) Member Agencies shall be given notice at least seventy-two (72) hours prior to any meeting date coming before the TPPA Board of Directors or for any meeting open to all JPA members not going before the TPPA Board of Directors.
 - 3) Meetings called by members of the TPPA Board of Directors or representative Member Agencies shall be conducted in a timely fashion, not to exceed thirty (30) days from the date of the written request.
 - 4) No business may be transacted without a quorum of the TPPA Board of Directors being present. A simple majority is required to approve all matters that come before the TPPA Board of Directors, except amendments to the JPA Agreement, as provided for in Section VI of this Agreement.

V. Full Utilization of New Melones Power Entitlement

Tuolumne County is entitled to power based upon a 20 year rolling average of generation at New Melones, which is shared with Sierra Conservation Center. Accounting for load growth of existing Member Agencies over the next two decades, there is unutilized New Melones power entitlement available for use by a broadened scope of members, and customers of the Agency. Subject to the consumption rights and preferences specified in Section III(C), the TPPA Board of Directors shall seek to maximize the County's utilization of its New Melones entitlement through any means consistent with applicable federal, state and local laws.

VI. Amendments to the Agreement

This Agreement may be amended upon the approval of two-thirds of all Member Agencies. Amendments to this Agreement shall be approved by resolution or equivalent authorizing document of the governing bodies of the Member Agencies.

VII. Charges and Assessments

The TPPA Board of Directors shall establish charges for power used by Member Agencies and any end-use customers served under Direct Access or Community Choice Aggregation programs operated by TPPA. Without limiting the generality of the foregoing and the discretion accorded governing boards under California law to establish charges for power on such basis as the TPPA Board of Directors shall reasonably determine (i) said charges shall include the cost of power, transmission and distribution, overhead, administrative expenses, legal and professional fees, meter reading charges, application fees, and all other fees and charges including an amount calculated to establish and maintain reasonable reserve accounts and capital improvement project funding and (ii) the TPPA Board of Directors may establish different charges for Member Agencies with Tier 1 or Tier 2 Accounts, and for other customers served by TPPA. The TPPA Board of Directors shall establish uniform charges for power for all Member Agencies.

- A) **Billing:** The Agency shall bill each Member Agency and customer monthly for power based upon the charges established by the TPPA Board of Directors. Payment shall be made within twenty (20) business days from the billing invoice date. Any bill not paid within thirty (30) business days from the billing invoice date shall be subject to a late fee assessment of ten percent (10%) of the unpaid balance, for every month that the bill remains unpaid.

- B) **Delinquent Accounts:** Any account in arrears for more than three (3) consecutive months is subject to termination, after receipt of official notice from the Agency Director. An expelled Member Agency may be reinstated only after it has:
 - 1. Paid all amounts due plus the accrued 10% penalties;
 - 2. Deposited an amount equal to the sum of energy costs for six (6) months, averaged over the preceding twelve (12) months; and
 - 3. Fulfilled the requirements of a new member, pursuant to Section III(B).

- C) **Withdrawal:** Any Member Agency that withdraws from membership shall be obligated to pay its pro-rata share of all encumbrances and indebtedness to the Agency as of the effective date of withdrawal.

- D) **Accountability of Funds:** TPPA is strictly accountable for all TPPA funds and participates annually in the independent Single Audit process. This audit is conducted by an outside Certified Public Accountancy firm in accordance with auditing standards generally accepted in the United States. Each year's report is available for any member agency representative to review during normal business hours.

VIII. Benefits of Membership

TPPA membership entitles members to benefit in the following ways:

- A) Reduced power charges over standard investor-owned utility rates.
- B) A flat rate for consumption, which means no time of use schedules or accelerated rates for peak use times.
- C) Eligibility to participate in TPPA's Energy Conservation Program.

IX. Resolution of Disputes

If the parties to this Agreement are unable to reach agreement with respect to a matter herein specified to be approved, established, determined or resolved by agreement of the parties, a party may call for submission of such matter or dispute to arbitration in the matter herein set forth. This call of an impasse shall be binding upon the other parties to the dispute. The TPPA Board of Directors shall continue to do all things and make all expenditures necessary in carrying out the duties and responsibilities provided for in this Agreement pending the final decision of the arbitrator.

- A) Arbitration Notice Requirement: Any party aggrieved has the right to request arbitration upon thirty (30) days' notice after declaration of impasse, at which time all interested parties shall then proceed to arbitration selection. Arbitration briefs shall be prepared if requested by the arbitrator selected and in the manner so requested.
- B) Selection of Arbitrator: Within ten (10) days following the submission of request for arbitration, the parties shall meet for the purpose of selecting one arbitrator. In the event the parties shall fail to select such arbitrator as herein provided, then they shall request the American Arbitration Association (or a similar organization if the American Arbitration Association should not at that time exist) to provide a list of arbitrators, the number of which shall be one more than there are sides to the dispute. The arbitrator selected above, if any, and all arbitrators on such list shall be available to serve and shall be skilled and experienced in the field which gives rise to the dispute and no person shall be eligible for appointment as an arbitrator who is an officer, employee or shareholder of any of the parties to the dispute or is otherwise interested in the matter to be arbitrated. Within thirty (30) days after the date of receipt of such list, the parties shall take turns striking names from said list. The last name remaining on said list shall be the selected arbitrator. Within ten (10) days after such selection, the parties shall submit to such arbitrator the written notices prepared pursuant to Section A. hereof.
- C) Governed Arbitration: Except as otherwise provided in this Section IX, the arbitration shall be governed by the rules of the American Arbitration Association (or a similar organization if the American Arbitration Association should not at that time exist) from time to time in force, except that, if such rules and practices as herein modified shall conflict with the laws of the State of California then in force, such laws shall govern. Arbitration (and the Arbitrator) shall be governed under the laws of the State of California. This submission and agreement to arbitrate shall be specifically enforceable. The findings, decision and award of the arbitrator upon any question submitted to it

hereunder shall be final and binding upon the parties to the extent and in the manner provided by the laws of the State of California.

- D) The Right to Arbitrate: Included in the issues which may be submitted to arbitration pursuant to this Section is the issue of whether the right to arbitrate a particular dispute is permitted under this Agreement.
- E) Arbitrator's Request for Additional Information: The arbitrator shall hear evidence submitted by the parties and may call for additional information. Such additional information shall be furnished by the party or parties having such information. The arbitrator shall have no authority to call for additional information or determine issues not included in the submittal statement.
- F) Arbitrator's Award: The award of the arbitrator shall contain findings with respect to the issues involved in the dispute, including the merits of the respective positions of the parties, the materiality of any default and the remedy or relief which shall be required to resolve the dispute. The arbitrator may not grant any remedy or relief which is inconsistent with this Agreement. The arbitrator shall also specify the time within which the party shall comply with the arbitrator's award. In no event shall the award of the arbitrator contain findings on issues not contained in, or grant a remedy beyond that sought.
- G) Arbitrator's Award Regarding Default: If the arbitrator determines that a default exists, the award of the arbitrator shall contain findings relative to the period within which the defaulting party must remedy the default (or commence remedial action), and the remedies which may be exercised by the non-defaulting parties in the event the default is not remedied within such period.
- H) Arbitration Fees and Expenses: The fees and expenses of the arbitrator shall be shared equally among the parties involved in the arbitration, unless the decision of the arbitrator shall specify some other apportionment of such fees and expenses. All other expenses and costs of the arbitration shall be borne by the party incurring the same.

X. General Provisions

- A) Assumption of Debts: Pursuant to Government Code section 6508.1, none of the debts, liabilities or obligations of the Agency shall be the debts, liabilities or obligations of any of the members of TPPA unless assumed in a particular case by resolution of the governing body of the member to be charged.
- B) Dissolution – Property: Any property acquired by the Agency shall remain the property of TPPA until dissolution of the Agency as a legal entity. Upon such dissolution, said property, whether real or personal, shall be divided among and distributed to all of the parties who at any time during the existence of the Agency were parties to this Agreement in proportion to the non-reimbursable contributions made by each such party to the Agency during its legal existence.

- C) Dissolution - Surplus Money: Any surplus money on hand upon dissolution of the Agency shall be returned to participating public agencies in proportion to the contributions made by each thereof.
- D) Insurance: The TPPA Board of Directors shall procure public liability and other insurance from a California admitted insurer in good standing (or through another established public sector self insurance or excess program) to protect TPPA and each of the parties hereto, charging the cost thereof to the operating costs of the Agency. The TPPA Board of Directors shall take no other formal action until insurance has been procured.
- E) Immunities: All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers' agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provisions of Article 1 of Chapter 5, Division 7 of Title 1 of the Government Code of the State of California and as provided by law.
- F) Severability: It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or article of this Agreement shall be declared unconstitutional or invalid for any reason by the valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, sentences and articles of this Agreement.
- G) Notices: All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, certified or registered, in the United States mail, addressed to each signatory party at the address indicated on this Agreement, adjacent to the signature line of each party.
- H) Agency Designation: Pursuant to Government Code section 6509, TPPA's exercise of power is subject to the restrictions upon the manner of exercising the power of Tuolumne County.
- I) Repeal: This Agreement supersedes and repeals the Original Agreement dated May 19, 1982 and the first Amended Agreement dated January 1, 2013.
- J) Policy Discrepancy: If any conflict exists between the terms of this Agreement and the "Rules and Regulations for Tuolumne Public Power Agency Members," the terms of this Agreement shall control."

Tom Trott

From: Liz Peterson <EPeterson@co.tuolumne.ca.us> on behalf of Liz Peterson
Sent: Friday, November 20, 2020 11:52 AM
Cc: Cody Nesper
Subject: TPPA Amended JPA Agreement
Attachments: 2020 Final TPPA JPA Update Tracked Changes.docx; 2020 Final TPPA JPA Update.docx; Resolution Approving TPPA JPA Amendments.docx

Hello All,

I hope this email finds you safe and well! Following up from quite a while ago (see the highlight below), I have finally made the changes to the Tuolumne Public Power Agency JPA Agreement to redefine the Tiers, removing Tier 1 and Tier 2 members and instead creating Tier 1 and Tier 2 Accounts. Our policies will be updated to reflect this change as well but there is more in the polices (EV Charging, Solar, etc.) that needs updating so this will take more time on my end.

I have attached the tracked changes version as well as the clean version of the amended JPA Agreement for your Board's/Council's approval. I have also attached a resolution template you can use for your Board/Council to approve. I will be taking this to my Board on December 15th and I'm asking you take this to your Board for approval **by March 30, 2021**.

Please let me know if you have any questions

Liz Peterson
Coordinator
Tuolumne Public Power Agency

2 South Green St. Sonora, CA 95370
Phone: (209) 533-6396 / Fax: (209) 533-5510
epeterson@co.tuolumne.ca.us
www.tuolumnecounty.ca.gov/tppa

From: Liz Peterson
Sent: Friday, May 24, 2019 3:45 PM
To: Alfonso Manrique (A&M Consulting) - GCSO <alfonso.manrique@am-ce.com>; Amy Thompson <athompson@mljt.org>; Andrew Klyn <aklyn@jamestown.k12.ca.us>; Becky Schock - Central Sierra Child Support <schock.becky@centralsierra.cse.ca.gov>; Belleview School-Carla Haakma (chaakma@belleview.k12.ca.us) <chaakma@belleview.k12.ca.us>; Ben Howell - Principal SUHSD <bhowell@sonorahs.k12.ca.us>; Bill Schneiderman <bschneiderman@hub3.net>; Brenda Bonillo <brendatsd@frontier.com>; Cathy Parker <cparker@tcsos.us>; Cindy Costello - District Exec Asst <ccostello@sonorahs.k12.ca.us>; Contessa Pelfrey - Jamestown El <cpelfrey@jespanthers.org>; Dale Armstrong <darmstrong@hub3.net>; Dan Mayers <dmayers@thsd.k12.ca.us>; Dana Vaccarezza <dvaccarezza@sonorahs.k12.ca.us>; Dave Keener - Columbia College <keenerd@yosemite.cc.ca.us>; Dave Thoeny <Dthoeny@mljt.org>; Dave Urquhart <durquhart@bofg.k12.ca.us>; Debi Bautista (Russell) <DBautista@co.tuolumne.ca.us>; Diana Harford <dharford@summbears.k12.ca.us>; Diane Dotson <ddotson@cusd49.com>; Ed Hoag <EHoag@co.tuolumne.ca.us>; Elizabeth Rico <ERico@tcsos.us>; Ian McVey - Foothill Leadership Academy <ian@foothillleadership.com>; Janelle Quin - Foothill Leadership Academy <janelle@foothillleadership.com>; Jeff Winfield <jWinfield@soulsbyvilleschool.com>; Joe Aldridge - Columbia Elementary School <jaldridge@cusd49.com>; John Johnson <jjohnson@hub3.net>; Julie Barrington <jbarrington@sesk12.org>; Julie Prado <prado.julie@centralsierra.cse.ca.gov>; Kevin Shinn <kshinn@ccreek.k12.ca.us>; Kristin Millhoff (kristin@area12.org) <kristin@area12.org>; Lee Kimball - ATCAA <lkimball@atcaa.org>; Leigh Shampain -

Summerville El & Sonora El School Districts <lshampain@sumel.k12.ca.us>; Luis Melchor - GCSD <lmelchor@gcsd.org>; Mark Ferreira - Columbia Fire <mdferreira76@hotmail.com>; Marlana Benkula <mbenkula@soulsbyville.k12.ca.us>; Mike Welch <mwelch@hub3.net>; Pat Chabot <pchabot@sonorahs.k12.ca.us>; Patti Ingalls <jsdistrict@mlode.com>; Paul Avila <PAvila@co.tuolumne.ca.us>; Raj Rambob <rrambob@atcaa.org>; Robb Perry (rperry@twainhartecsd.com) <rperry@twainhartecsd.com>; Robert Griffith - Summerville Super <rgriffith@summbears.k12.ca.us>; Sharon Johnson - CCreek Super-Principal <sjohnson@ccreek.k12.ca.us>; Sharon Lewis - ATCAA <slewis@atcaa.org>; ssuess@crtribal.com; Steve McClintock - Mi Wuk/Sugar Pine Fire <smcclintock@mwspfire.us>; Steve Sheffield - TUD <s.sheffield@tudwater.com>; Tim Miller <tmillier@sonoraca.com>; Tom Trott - THSCD <ttrott@twainhartecsd.com>; Toni Combs <tcombs@tuolcoe.k12.ca.us>; Travis Emerald <temerald@tuolumneutilities.com>; TUD - Don Perkins (dperkins@tudwater.com) <dperkins@tudwater.com>; Tuolumne Fire - Nick Ohler <ohlernick@gmail.com>; Warren Van Bolt <WVanbolt@summbears.k12.ca.us>

Subject: TPPA Updates and FY19-20 Rate

Good Afternoon TPPA Membership,

I hope this email finds you well. Instead of pulling together a membership meeting to let you know of some updates, I thought I would save us all a little time and send an email. However, please reach out to me with any questions you may have.

New Member

I am pleased to report that the Chicken Ranch Rancheria of Me-Wuk Indians of California has become TPPA's newest member! The TPPA Board of Directors approved their membership in April and they have been receiving TPPA power since May. It is always exciting to be pulling in new members to be able to utilize our low power rate.

Tier 1 and 2 Changes

In 2013, the TPPA Board approved changes to the JPA agreement creating two different membership tiers. The JPA agreement and the Rules and Regulations state that Federally Recognized Tribes are eligible for TPPA as Tier 2 members. The TPPA Rules and Regulations also describe the difference between Tier 1 and Tier 2 members, mainly that Tier 1 members take priority over Tier 2 members for power consumption, in case the power allocation is ever completely exhausted. As a reminder, all of us combined use only about 55% of our total power allocation.

I only bring this up to let you know the Board of Directors also directed me to begin the process of eliminating the tiers, making every public agency eligible to receive TPPA power equally. I'll be working with our County Counsel to make the necessary changes to the JPA agreement as well as the Rules and Regulations and we will discuss any proposed changes with you all before we make final decisions. For those who may be unfamiliar, any changes to our JPA agreement will require your respective Boards' approval as well.

So please stay tuned for more on this.

FY 19-20 Rate

We've been fortunate to have an extremely low power rate for the past couple years. While our rate is of course significantly better than what PG&E charges (and does not include Peak Use rates), we will see the rate increase by 8.75% this coming year. The rate is increasing primarily because we expect to see greater consumption.

FY18-19 rate: \$.0771

FY19-20 rate: \$.0845

PG&E Public Power Safety Shutoff

Lastly, I want to make you aware that PG&E will be holding an open house to discuss their Community Wildfire Safety Program (flyer attached). Specifically for this membership I wanted to draw your attention to the Public Safety Power Shutoff program that PG&E will be conducting this year. When temperatures, wind and other factors reach a potential concern for wildfire, PG&E will be preemptively shutting off power. This will affect the entirety of the County and I urge you to begin preparing yourselves and your agencies for this reality.

As I mentioned above, please don't hesitate to reach out with any questions or comments. Also, it is likely my email distribution list is not up to date so please let me know of any changes I should make to that on my end.

Thanks so much and have a great weekend!

Liz Peterson
Coordinator
Tuolumne Public Power Agency

2 South Green St. Sonora, CA 95370
Phone: (209) 533-6396 / Fax: (209) 533-5510
epeterson@co.tuolumne.ca.us
www.tuolumnecounty.ca.gov/tppa

Amended and Restated
TUOLUMNE PUBLIC POWER AGENCY
JOINT POWERS AGREEMENT

This Amended and Restated Joint Powers Agreement (“Agreement”) is made and entered into this 1st day of January, 2021, by and between the public agencies listed in Section III(A) (collectively, “Parties” or “Member Agencies”) within Tuolumne County, California who become signatories hereto, witnesseth:

Preamble

Whereas, Member Agencies entered into the original Agreement, dated May 19, 1982, forming the Tuolumne County Public Power Agency (“Original Agreement”), with other Tuolumne County public agencies joining in the intervening years; and

Whereas, the Member Agencies desire to amend and restate the Original Agreement; and

Whereas, this Agreement was further amended on the 1st day of January, 2013; and

Whereas, the Member Agencies desire to further amend this Agreement; and

Whereas, each of the signatory agencies to this Agreement and Tuolumne Public Power Agency is operating “for public benefit” as a “public agency” as defined by Section 6500 of the Government Code of the State of California, and further interpreted as a “preference agency” under Section 9(c) of the Reclamation Act of 1939, 43 U.S.C. § 485h(c); and

Whereas, Public Law 87-784, enacted in 1962 by the U.S. Congress, provided that 25 percent of the power generation produced at New Melones Dam be offered for sale to preference customers located within Calaveras and Tuolumne Counties; and

Whereas, the Joint Exercise of Powers Act (Government Code §§ 6500 *et seq.*) under which the Tuolumne Public Power Agency is organized, permits two or more public agencies by agreement, to jointly exercise any power common to the contracting parties; and

Whereas, the Parties hereto possess in common the power, among other things, to purchase and provide electrical service for their own use and to serve as aggregators under the State’s Direct Access and Community Choice Aggregation laws to serve other electrical loads within the County of Tuolumne; and

Whereas, the Member Agencies find that it is to their mutual advantage and public benefit to coordinate their use of energy, within the extent permitted by laws and regulations governing their respective authorities; and

Whereas, this Agreement supersedes and repeals the Original and First Amended Agreements.

NOW, therefore, in consideration of the mutual terms, covenants and conditions herein agreed, the Parties hereto agree as follows:

I. Purpose of Agreement

It is the purpose of this Agreement to establish an agency to be recognized as the TUOLUMNE PUBLIC POWER AGENCY (“TPPA” or “Agency”), formerly known as the Tuolumne County Public Power Agency, for the purpose of:

- 1) Establishing its membership as a means of governance.
- 2) Acquiring electrical capacity and energy (herein collectively, “power”) for Member Agencies’ use and for the use of other customers.
- 3) Obtaining services for the delivery of such power to Member Agencies’ and customers’ places of use.
- 4) Contracting for short term “in county” retail electrical services to augment public benefit through enhanced economic development to fully utilize Tuolumne County’s New Melones power entitlement until such time that TPPA membership requires this power for its own public use.
- 5) Conducting studies relating to the acquisition, use and conservation of power supplies.
- 6) Exercising all other powers necessary and incidental to accomplish the purposes set forth herein.

II. Powers of Agency

TPPA shall have the power, in its own name to: make and enter into contracts; employ agents and employees; establish committees, as necessary, and provide general directives for the work of such committees; explore and act upon ways of securing additional sources of power and means of making it available to member agencies and other customers; acquire, hold and dispose of property; take appropriate measures to meet all financial obligations of the Agency through assessments and other contributions, as hereinafter provided for; to adopt rules and regulations and to incur only those debts, liabilities or obligations necessary for the accomplishment of the purposes of this Agreement. The Agency shall have all powers common to Member Agencies, including powers set forth elsewhere in this Agreement. Without limiting the generality of the foregoing and in furtherance of Section I, TPPA shall have the power (a) to establish and operate a program for the acquisition and delivery of power under the terms of that certain “Agreement Relating to Service to Calaveras Public Power Agency and Tuolumne Public Power Agency Under Western Area Power Administration-PG&E Wholesale Distribution Tariff Service Agreement (Appendix B),” or any successor or replacement agreement and (b) establish and operate a program(s) for the acquisition and delivery of power (i) as a public agency under Public Utilities Code section 218.3(b) pursuant to the State’s Direct Access program and (ii) as or for a Community Choice Aggregator under Public Utilities Code section 331.1 pursuant to the State’s Community Choice Aggregation program. At the discretion of the TPPA Board of Directors, TPPA may jointly or separately operate the above-described programs, in whole or part.

III. Membership

A) Current Tier 1 Members: As of the effective date of this Agreement, the Parties to this Agreement are as follows:

- a) County of Tuolumne
- b) City of Sonora
- c) Tuolumne Utilities District
- d) Groveland Community Services District
- e) Twain Harte Community Services District
- f) Columbia Community College - YCCD
- g) Belleview School District
- h) Big Oak Flat/Groveland School District
- i) Chinese Camp School District
- j) Columbia Union School District
- k) Curtis Creek School District
- l) Jamestown School District
- m) Sonora School District
- n) Sonora Union High School District
- o) Soulsbyville School District
- p) Summerville Elementary School District
- q) Summerville High School District
- r) Tuolumne County Superintendent of Schools
- s) Twain Harte-Long Barn School District
- 20) Columbia Fire District
- 21) Jamestown Fire District
- 22) Mi-Wuk Fire District
- 23) Tuolumne Fire District
- 24) Jamestown Sanitary District
- 25) Tuolumne Sanitary District
- 26) Central Sierra Child Support Agency
- 27) Motherlode Fairgrounds
- 28) Jamestown Mine Trustee
- 29) Area 12 Agency on Aging
- 30) Amador-Tuolumne Community Action Agency
- 31) Motherlode Job Training
- 32) Chicken Ranch Rancheria of Me-Wuk Indians
- 33) Tuolumne Band of Me-Wuk Indians

B) Membership Qualifications

1) Any purchaser and user of electrical power which (i) is considered a public agency pursuant to Government Code section 6500 and that qualifies as a Preference Customer under Federal Reclamation law and (ii) has electrical load within the County of Tuolumne may become a Member Agency, as long as its electrical load meets the minimum required criteria under TPPA's current arrangements for wholesale distribution service, direct-access service, community choice aggregation service, or other applicable distribution service.

~~All public entities listed in Section III(A) are deemed Tier 1 Member Agencies. All Member Agencies whose jurisdiction is wholly located within the County of~~

~~Tuolumne shall be henceforth recognized as Tier 1 members. All other members (e.g., tribal entities or public agencies that operate for the public benefit within Tuolumne County but may have other locations outside the County) shall be recognized as Tier 2 members.~~

2) To become a Member Agency, the governing body of each new Member Agency ~~(Tier 1 or Tier 2)~~ shall adopt a resolution approving this Agreement and authorizing membership in TPPA.

- a) Prospective Member Agencies are to complete the Membership Application process which includes providing a completed membership form, a certified copy of the agency's resolution ~~and the submission of a one-time initiation fee~~ to the Agency administration.
- b) All new memberships require the approval of the TPPA Board of Directors, Western Area Power Administration and PG&E before they can accept power and any membership benefits through the Agency.
- c) New members of the Agency that are dissatisfied with the charges for power established by the TPPA Board of Directors, as described in Section VII, understand and agree that they have, as their sole remedy, the option to withdraw from TPPA membership, as described in Section III(D).

C) Tier 1 and Tier 2 Accounts (Meters)

- a) Tier 1 accounts shall be any qualifying accounts that meet the minimum required criteria for wholesale distribution service, direct-access service, community choice aggregation service, or other applicable distribution service
- b) Tier 2 accounts shall be any qualifying accounts as set forth in this section that serve a load or facility that operates for profit.

~~C)D)~~ Consumption Rights: In the event that the amount of power from the New Melones entitlement available to the Agency is not sufficient to meet the consumption needs of all Member Agencies and customers, the priority for such power (or for rate preferences reflecting such power) is established in the following order:

- 1) ~~Tier 1 Member Agencies~~ Accounts;
- 2) Tier 2 Accounts
~~Direct access customers;~~
- 3) Community choice aggregation or applicable distribution service customers ~~Tier 2 Member Agencies; and~~
- 4) Direct access customers;
~~Community choice aggregation or applicable distribution service customers.~~

The priority as described in this section may be modified by an amendment to this agreement. ~~between Tier 2 Member Agencies Accounts and other customers as set forth in this Section may be modified by vote of the TPPA Board of~~

~~Directors. The first priority of Tier 1 Member Agencies Accounts may only be modified by an amendment to this Agreement.~~

~~DE)~~ Withdrawal from TPPA: Any Member Agency wishing to withdraw from TPPA membership prior to receiving power may do so by delivering a ninety (90) Day Notice of the intention to withdraw to the TPPA Board of Directors.

- 1) Any Member Agency wishing to withdraw from membership after receiving power may do so by delivering a ninety (90) Day Notice of their intention to withdraw to the TPPA Board of Directors.
- 2) Any Member Agency seeking withdrawal shall pay all charges due to the Agency.
- 3) A withdrawal by any party to this Agreement shall have no impact on the membership status of the remaining Member Agencies.

~~EF)~~ Member Responsibility: All Member Agencies shall abide by all applicable laws, rules and regulations of the State of California and the Federal government with regard to power received through the Agency.

IV. Agency Organization

- A) The Governing Board of TPPA (“TPPA Board of Directors”) shall be the Tuolumne County Board of Supervisors. The TPPA Board of Directors shall receive no additional compensation for their Agency leadership other than the remuneration they receive as Board of Supervisors members.
- B) The Agency Director shall be appointed by the TPPA Board of Directors to oversee all aspects of the Agency administration and operations.
- C) ~~A Deputy Director~~ Coordinator may be designated by the Agency Director to manage the Agency’s day-to-day affairs, including, but not limited to, the budget and long-range planning, but the Agency Director retains oversight responsibility.
- D) Agency Administrative Staff may be assigned by the Agency Director to ensure timely billing, payment collection, and other administrative duties as assigned
- E) The Agency Treasurer shall be Tuolumne County’s Tax Collector/Treasurer, who shall be the depository with custody of all Agency funds and shall serve on his/her official bond. The Treasurer shall be responsible for strict accounting responsibilities as outlined in the California Government Code, Sections 6505 and 6505.5.
- F) The Agency Controller shall be Tuolumne County’s Auditor, who shall draw warrants to pay demands against the Agency to meet all of the Agency’s obligations, as authorized by the TPPA Board of Directors. The Agency Controller shall serve on his/her official bond.

- G) The Agency Attorney shall be Tuolumne County's County Counsel, the legal advisor to the Agency, its Board of Directors and its staff. The Agency Counsel will cooperate with the TPPA Board of Directors when special counsel for the Agency is required.
- H) Meetings for the TPPA Board of Directors shall be called at least once a year to review and adopt the annual budget.
- 1) Additional meetings of the TPPA Board of Directors may be called by:
 - a. The Chair of the TPPA Board of Directors, who is also the Tuolumne County Board of Supervisors Chair for the calendar year.
 - b. At least two members of the TPPA Board of Directors who request a meeting in writing to the Agency Board Chair.
 - c. Representatives from at least three Member Agencies who request a meeting in writing to the Agency Board Chair.
 - d. The administrative branch of the Agency (Director and/or ~~Deputy Director~~ Coordinator) for updates, advisements, fiscal issues and all matters requiring TPPA Board of Directors approval.
 - 2) Member Agencies shall be given notice at least ~~ten (10) business days~~ seventy-two (72) hours prior to any meeting date coming before the TPPA Board of Directors or for any meeting open to all JPA members not going before the TPPA Board of Directors.
 - 3) Meetings called by members of the TPPA Board of Directors or representative Member Agencies shall be conducted in a timely fashion, not to exceed thirty (30) days from the date of the written request.
 - 4) No business may be transacted without a quorum of the TPPA Board of Directors being present. A simple majority is required to approve all matters that come before the TPPA Board of Directors, except amendments to the JPA Agreement, as provided for in Section VI of this Agreement.

V. Full Utilization of New Melones Power Entitlement

~~In accordance with the TPPA Board of Directors directives issued in July 2012, the Agency is to pursue full utilization of the Flood Control Act of 1962 (New Melones power) entitlement.~~ Tuolumne County is entitled to power based upon a 20 year rolling average of generation at New Melones, which is shared with Sierra Conservation Center. Accounting for load growth of existing Member Agencies over the next two decades, there is unutilized New Melones power entitlement available for use by a broadened scope of members, and customers of the Agency. Subject to the consumption rights and

preferences specified in Section III(C), the TPPA Board of Directors shall seek to maximize the County's utilization of its New Melones entitlement through any means consistent with applicable federal, state and local laws.

VI. Amendments to the Agreement

This Agreement may be amended upon the approval of two-thirds of all ~~Tier 1~~ Member Agencies ~~who also consumed at least two-thirds of the Agency's total delivered power during the previous twelve (12) month period~~. Amendments to this Agreement shall be approved by resolution or equivalent authorizing document of the governing bodies of the Member Agencies.

VII. Charges and Assessments

The TPPA Board of Directors shall establish charges for power used by Member Agencies and any end-use customers served under Direct Access or Community Choice Aggregation programs operated by TPPA. Without limiting the generality of the foregoing and the discretion accorded governing boards under California law to establish charges for power on such basis as the TPPA Board of Directors shall reasonably determine (i) said charges shall include the cost of power, transmission and distribution, overhead, administrative expenses, legal and professional fees, meter reading charges, application fees, and all other fees and charges including an amount calculated to establish and maintain reasonable reserve accounts and capital improvement project funding and (ii) the TPPA Board of Directors may establish different charges for ~~Tier 1 and Tier 2~~ Member Agencies with Tier 1 or Tier 2 Accounts, and for other customers served by TPPA. The TPPA Board of Directors shall establish uniform charges for power for all ~~Tier 1~~ Member Agencies.

- A) Billing: The Agency shall bill each Member Agency and customer monthly for power based upon the charges established by the TPPA Board of Directors. Payment shall be made within twenty (20) business days from the billing invoice date. Any bill not paid within thirty (30) business days from the billing invoice date shall be subject to a late fee assessment of ten percent (10%) of the unpaid balance, for every month that the bill remains unpaid.
- B) Delinquent Accounts: Any account in arrears for more than three (3) consecutive months is subject to termination, after receipt of official notice from the Agency Director. An expelled Member Agency may be reinstated only after it has:
1. Paid all amounts due plus the accrued 10% penalties;
 2. Deposited an amount equal to the sum of energy costs for six (6) months, averaged over the preceding twelve (12) months; and
 3. Fulfilled the requirements of a new member, pursuant to Section III(B).

- C) Withdrawal: Any Member Agency that withdraws from membership shall be obligated to pay its pro-rata share of all encumbrances and indebtedness to the Agency as of the effective date of withdrawal.
- D) Accountability of Funds: TPPA is strictly accountable for all TPPA funds and participates annually in the independent Single Audit process. This audit is conducted by an outside Certified Public Accountancy firm in accordance with auditing standards generally accepted in the United States. Each year's report is available for any member agency representative to review during normal business hours.

VIII. Benefits of Membership

TPPA membership entitles ~~Tier 1 and Tier 2~~ members to benefit in the following ways:

- A) Reduced power charges over standard investor-owned utility rates.
- B) A flat rate for consumption, which means no time of use schedules or accelerated rates for peak use times.
- C) Eligibility to participate in TPPA's Energy Conservation Program.

IX. Resolution of Disputes

If the parties to this Agreement are unable to reach agreement with respect to a matter herein specified to be approved, established, determined or resolved by agreement of the parties, a party may call for submission of such matter or dispute to arbitration in the matter herein set forth. This call of an impasse shall be binding upon the other parties to the dispute. The TPPA Board of Directors shall continue to do all things and make all expenditures necessary in carrying out the duties and responsibilities provided for in this Agreement pending the final decision of the arbitrator.

- A) Arbitration Notice Requirement: Any party aggrieved has the right to request arbitration upon thirty (30) days' notice after declaration of impasse, at which time all interested parties shall then proceed to arbitration selection. Arbitration briefs shall be prepared if requested by the arbitrator selected and in the manner so requested.
- B) Selection of Arbitrator: Within ten (10) days following the submission of request for arbitration, the parties shall meet for the purpose of selecting one arbitrator. In the event the parties shall fail to select such arbitrator as herein provided, then they shall request the American Arbitration Association (or a similar organization if the American Arbitration Association should not at that time exist) to provide a list of arbitrators, the number of which shall be one more than there are sides to the dispute. The arbitrator selected above, if any, and all arbitrators on such list shall be available to serve and shall be skilled and experienced in the field which gives rise to the dispute and no person shall be

eligible for appointment as an arbitrator who is an officer, employee or shareholder of any of the parties to the dispute or is otherwise interested in the matter to be arbitrated. Within thirty (30) days after the date of receipt of such list, the parties shall take turns striking names from said list. The last name remaining on said list shall be the selected arbitrator. Within ten (10) days after such selection, the parties shall submit to such arbitrator the written notices prepared pursuant to Section A. hereof.

- C) Governed Arbitration: Except as otherwise provided in this Section IX, the arbitration shall be governed by the rules of the American Arbitration Association (or a similar organization if the American Arbitration Association should not at that time exist) from time to time in force, except that, if such rules and practices as herein modified shall conflict with the laws of the State of California then in force, such laws shall govern. Arbitration (and the Arbitrator) shall be governed under the laws of the State of California. This submission and agreement to arbitrate shall be specifically enforceable. The findings, decision and award of the arbitrator upon any question submitted to it hereunder shall be final and binding upon the parties to the extent and in the manner provided by the laws of the State of California.
- D) The Right to Arbitrate: Included in the issues which may be submitted to arbitration pursuant to this Section is the issue of whether the right to arbitrate a particular dispute is permitted under this Agreement.
- E) Arbitrator's Request for Additional Information: The arbitrator shall hear evidence submitted by the parties and may call for additional information. Such additional information shall be furnished by the party or parties having such information. The arbitrator shall have no authority to call for additional information or determine issues not included in the submittal statement.
- F) Arbitrator's Award: The award of the arbitrator shall contain findings with respect to the issues involved in the dispute, including the merits of the respective positions of the parties, the materiality of any default and the remedy or relief which shall be required to resolve the dispute. The arbitrator may not grant any remedy or relief which is inconsistent with this Agreement. The arbitrator shall also specify the time within which the party shall comply with the arbitrator's award. In no event shall the award of the arbitrator contain findings on issues not contained in, or grant a remedy beyond that sought.
- G) Arbitrator's Award Regarding Default: If the arbitrator determines that a default exists, the award of the arbitrator shall contain findings relative to the period within which the defaulting party must remedy the default (or commence remedial action), and the remedies which may be exercised by the non-defaulting parties in the event the default is not remedied within such period.
- H) Arbitration Fees and Expenses: The fees and expenses of the arbitrator shall be shared equally among the parties involved in the arbitration, unless the decision of the arbitrator shall specify some other apportionment of such fees and expenses. All other expenses and costs of the arbitration shall be borne by

the party incurring the same.

X. General Provisions

- A) Assumption of Debts: Pursuant to Government Code section 6508.1, none of the debts, liabilities or obligations of the Agency shall be the debts, liabilities or obligations of any of the members of TPPA unless assumed in a particular case by resolution of the governing body of the member to be charged.
- B) Dissolution – Property: Any property acquired by the Agency shall remain the property of TPPA until dissolution of the Agency as a legal entity. Upon such dissolution, said property, whether real or personal, shall be divided among and distributed to all of the parties who at any time during the existence of the Agency were parties to this Agreement in proportion to the non-reimbursable contributions made by each such party to the Agency during its legal existence.
- C) Dissolution - Surplus Money: Any surplus money on hand upon dissolution of the Agency shall be returned to participating public agencies in proportion to the contributions made by each thereof.
- D) Insurance: The TPPA Board of Directors shall procure public liability and other insurance from a California admitted insurer in good standing (or through another established public sector self insurance or excess program) to protect TPPA and each of the parties hereto, charging the cost thereof to the operating costs of the Agency. The TPPA Board of Directors shall take no other formal action until insurance has been procured.
- E) Immunities: All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers' agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provisions of Article 1 of Chapter 5, Division 7 of Title 1 of the Government Code of the State of California and as provided by law.
- F) Severability: It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or article of this Agreement shall be declared unconstitutional or invalid for any reason by the valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, sentences and articles of this Agreement.
- G) Notices: All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, certified or registered, in the United States mail, addressed to each signatory party at the address indicated on this Agreement, adjacent to the signature line of each

party.

H) Agency Designation: Pursuant to Government Code section 6509, TPPA's exercise of power is subject to the restrictions upon the manner of exercising the power of Tuolumne County.

~~I) I~~ Repeal: This Agreement supersedes and repeals the Original Agreement dated May 19, 1982 and the first Amended Agreement dated January 1, 2013.

~~I)J)~~ Policy Discrepancy: If any conflict exists between the terms of this Agreement and the "Rules and Regulations for Tuolumne Public Power Agency Members," the terms of this Agreement shall control.

XI. Effective Date

This Agreement shall become effective upon the approval of two-thirds of all existing Member Agencies ~~who also consumed at least two-thirds of the Agency's total delivered power in 2012.~~ This Agreement shall be signed by an authorized agent from each Member Agency that has adopted a resolution as noted above.

Signatories to this Agreement

Seal	X _____ Type Full Name (here)/Title (here)
	_____ Name of Agency (above)
	_____ Mailing Address
	_____ City, State, Zip
	_____ email
	_____ Date

Attest: _____
Type Name / Title Date

Attachment:
Wet signature Member Agency Governing Body Resolution

2021

Twain Harte Community Services District

January '21						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February '21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March '21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April '21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May '21						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June '21						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July '21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August '21						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September '21						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October '21						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November '21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December '21						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Committee Meetings

- 1/6/21 January Committee Meeting
- 3/3/21 March Committee Meeting
- 5/5/21 May Committee Meeting
- 6/2/21 June Committee Meeting
- 9/1/21 September Committee Meeting
- 11/3/21 November Committee Meeting

Board Meetings

- 1/13/21 January Board Meeting
- 2/10/21 February Board Meeting
- 3/10/21 March Board Meeting
- 4/14/21 April Board Meeting
- 5/12/21 May Board Meeting
- 6/9/21 June Board Meeting
- 7/14/21 July Board Meeting
- 8/11/21 August Board Meeting
- 9/8/21 September Board Meeting
- 10/13/21 October Board Meeting
- 11/10/21 November Board Meeting
- 12/8/21 December Board Meeting

Holidays - Office Closed

- 1/1/21 New Year's Day
- 1/18/21 ML King Day
- 2/15/21 President's Day
- 5/31/21 Memorial Day
- 7/5/21 Independence Day Office Closure
- 9/6/21 Labor Day
- 10/11/21 Columbus Day
- 11/11/21 Veterans Day
- 11/25/21 Thanksgiving
- 11/26/21 Day After Thanksgiving
- 12/24/21 Christmas Eve
- 12/27/21 Christmas Day (Observed)
- 12/30/21 New Year's Eve (Observed)
- 12/31/21 New Year's Day (Observed)

2021

Twain Harte Community Services District

January '21						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February '21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March '21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April '21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May '21						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June '21						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July '21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August '21						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September '21						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October '21						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November '21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December '21						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Committee Meetings

- 1/6/21 January Committee Meeting
- 3/3/21 March Committee Meeting
- 5/5/21 May Committee Meeting
- 6/2/21 June Committee Meeting
- 9/8/21 September Committee Meeting
- 11/3/21 November Committee Meeting

Board Meetings

- 1/13/21 January Board Meeting
- 2/10/21 February Board Meeting
- 3/10/21 March Board Meeting
- 4/14/21 April Board Meeting
- 5/12/21 May Board Meeting
- 6/9/21 June Board Meeting
- 7/14/21 July Board Meeting
- 8/11/21 August Board Meeting
- 9/15/21 September Board Meeting
- 10/13/21 October Board Meeting
- 11/10/21 November Board Meeting
- 12/8/21 December Board Meeting

Holidays - Office Closed

- 1/1/21 New Year's Day
- 1/18/21 ML King Day
- 2/15/21 President's Day
- 5/31/21 Memorial Day
- 7/5/21 Independence Day Office Closure
- 9/6/21 Labor Day
- 10/11/21 Columbus Day
- 11/11/21 Veterans Day
- 11/25/21 Thanksgiving
- 11/26/21 Day After Thanksgiving
- 12/24/21 Christmas Eve
- 12/27/21 Christmas Day (Observed)
- 12/30/21 New Year's Eve (Observed)
- 12/31/21 New Year's Day (Observed)

ASSESSING GOVERNING BOARD EFFECTIVENESS

This survey was developed by Len Wood & Associates to help assess the effectiveness of the governing body and its relationship with staff. Please address each statement by allocating points on the answer grid as follows:

"0" if you feel the statement is very true.

"1" if you feel the statement is somewhat true.

"2" if you feel the statement is somewhat untrue.

"3" if you feel the statement is very untrue.

Do not spend too much time on any statement. Your first reaction is usually best. Answer the way things are - not the way you would like them to be.

ISSUE	POINTS
1. Board meetings start on time.	<input type="checkbox"/>
2. All board members feel free to express their opinions.	<input type="checkbox"/>
3. All members are contributing members of the board team.	<input type="checkbox"/>
4. The elected body does not attempt to micro-manage.	<input type="checkbox"/>
5. While they may not like some of the decisions, people perceive the board as fair.	<input type="checkbox"/>
6. Staff provides a recommendation on every issue no matter how controversial.	<input type="checkbox"/>
7. The board has an overall vision for the community.	<input type="checkbox"/>
8. The chair keeps audience members informed of board issues and actions	<input type="checkbox"/>
9. Our board gets things done.	<input type="checkbox"/>

ISSUE

POINTS

- 10. There is agreement on who is ultimately responsible for putting items on and/or removing them from the agenda.
- 11. Members feel free to critique each other's positions on issues.
- 12. The board works well as a team.
- 13. Our board does not engage in solution "reengineering" at meetings.
- 14. Board members avoid berating members of the audience; even if provoked.
- 15. The board conducts timely and meaningful evaluations of the manager's performance.
- 16. The board has developed its own mission or goal statement.
- 17. The chairperson prevents dominating board members from having a disproportionate influence.
- 18. The board does not get stalemated over the process or procedures.
- 19. The board does not spend too much time modifying or correcting the minutes at meetings.
- 20. Civilized disagreement is a board strength.
- 21. Team members actively listen to each other.
- 22. Staff does not get overly involved in policy decisions.
- 23. Meaningful public participation is encouraged.
- 24. Staff does not filter the information it passes on to the board.
- 25. Members know what the board's top five goals are.

ISSUE

POINTS

- 26. The chairperson protects board members from audience or colleague attacks.
- 27. The board made significant progress on its top goals last year.
- 28. Operating rules and procedures are known by all board members.
- 29. "Baggage" from one argument is not carried to the next.
- 30. While board members may have positions, minds are not made up before meetings.
- 31. Individual board members do not try to influence personnel decisions.
- 32. Board members keep the audience informed of each item, the issue, the background and possible decisions.
- 33. Staff follows through as promised.
- 34. Day-to-day decisions are consistent with the board's overall goals.
- 35. The chairperson prevents premature rejection of new thoughts without a fair evaluation.
- 36. Board members do their homework before meetings.
- 37. The agenda packet is "user friendly."
- 38. Decisions are usually made only after each member has has hes/her say.
- 39. Members are open with each other.

ISSUE

POINTS

- 40. Board members adequately communicate goals and philosophies to staff.
- 41. Members of the audience do not feel intimidated when appearing before the board.
- 42. Openness and trust exists between the board and staff.
- 43. The board develops an annual work program with clear objectives.
- 44. The chairperson does not unfairly use the powers of the position to win a point or argument.
- 45. The board is not reluctant to make an important, yet controversial decision.
- 46. Staff provides all the significant alternatives in their staff reports.
- 47. Members know how to keep conflict from becoming destructive.
- 48. The board does not operate as an exclusive country club.
- 49. The board is not complacent about its oversight responsibilities.
- 50. Board members take care to observe the appearance as well as the principle of impartiality.
- 51. The board and staff do not surprise each other at meetings.
- 52. Our priorities do not change too often.
- 53. In our meetings, the discussion rarely drifts off the subject.
- 54. The board is adept at identifying and exploiting opportunities.

ASSESSING GOVERNING BOARD EFFECTIVENESS

Record your answers here.

	A	B	C	D	E	F	G	H	I
1	<input type="text"/>	2	<input type="text"/>	3	<input type="text"/>	4	<input type="text"/>	5	<input type="text"/>
10	<input type="text"/>	11	<input type="text"/>	12	<input type="text"/>	13	<input type="text"/>	14	<input type="text"/>
19	<input type="text"/>	20	<input type="text"/>	21	<input type="text"/>	22	<input type="text"/>	23	<input type="text"/>
28	<input type="text"/>	29	<input type="text"/>	30	<input type="text"/>	31	<input type="text"/>	32	<input type="text"/>
37	<input type="text"/>	38	<input type="text"/>	39	<input type="text"/>	40	<input type="text"/>	41	<input type="text"/>
46	<input type="text"/>	47	<input type="text"/>	48	<input type="text"/>	49	<input type="text"/>	50	<input type="text"/>

TOTALS

A	<input type="text"/>	B	<input type="text"/>	C	<input type="text"/>	D	<input type="text"/>	E	<input type="text"/>	F	<input type="text"/>	G	<input type="text"/>	H	<input type="text"/>	I	<input type="text"/>
---	----------------------	---	----------------------	---	----------------------	---	----------------------	---	----------------------	---	----------------------	---	----------------------	---	----------------------	---	----------------------

Total Points:

ASSESSING GOVERNING BOARD EFFECTIVENESS

	<u>Points</u>	<u>Rank</u>
A. A Supportive Framework	<input type="text"/>	<input type="text"/>
B. Conflict Management Process	<input type="text"/>	<input type="text"/>
C. Teamwork	<input type="text"/>	<input type="text"/>
D. Roles	<input type="text"/>	<input type="text"/>
E. Community Rapport	<input type="text"/>	<input type="text"/>
F. Staff Relationships	<input type="text"/>	<input type="text"/>
G. Clear Sense of Purpose	<input type="text"/>	<input type="text"/>
H. Chairperson Leadership	<input type="text"/>	<input type="text"/>
I. Productivity	<input type="text"/>	<input type="text"/>

Twain Harte Community Services District Field operations report November 2020

Water

Service Orders: 13 consisting of leak check, data logs, register replacements

Projects/ Field Operations Update:

- A water treatment plant assessment was conducted with Kennedy Jenks to determine the condition of the treatment plant and to make suggestions on how we can improve the process.*
-

Sewer

	<i>Previous month</i>	<i>Year to Date Calendar</i>
<i>Lines Cleaned:</i>	<i>0 Ft</i>	<i>10,000 Ft</i>
<i>Lines Videoed:</i>	<i>0 FT</i>	<i>50 FT</i>

Service Orders: 2 consisting of customer lateral back up and 1 inspection.

Projects/ Field Operations:

- Sewer manhole inspections were conducted with Blackwater consulting as part of the overall sewer assessment study.*

Park and Recreation

Projects/ Field Operations Update:

- The Bocce structure construction and staining have been completed.*
- Preparations for the new runoff water storage tank are on going.*

Year: 2020 THCSD Operations Manager Monthly Report

Month	*Treatment Plant (Gal)	Well #1 (Gal)	Well #2 (Gal)	Well #3 (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	0	261,063	4,830,513	8,304,262	41.83%	0.72	7
Feb	1,506,960	1,129,663	2,019,731	0	177,163	4,656,354	5,836,362	20.22%	0.08	Trace
Mar	1,019,292	1,188,431	2,177,329	0	172,090	4,385,052	5,776,198	24.08%	7.32	8.4
Apr	2,487,376	1,198,525	1,359,793	0	256,516	5,045,694	6,737,931	25.12%	5.23	7
May	5,474,411	1,238,596	0	0	466,108	6,713,007	9,624,851	30.25%	2.98	0
Jun	6,854,002	1,176,488	0	44,931	425,706	8,030,490	11,912,958	32.59%	0.12	0
Jul	7,067,435	1,192,783	1,023,102	678,717	490,986	9,283,320	14,740,484	37.02%	0	0
Aug	5,764,461	1,211,516	2,094,991	201,129	415,216	9,070,968	14,605,710	37.89%	0.03	0
Sep	3,649,280	1,083,284	2,099,597	1,128,493	401,989	6,832,161	10,891,827	37.27%	0.08	0
Oct	5,884,043	906,508	2,145,321	1,193,499	414,873	8,935,872	9,867,000	9.44%	0	0
Nov	1,077,749	1,035,499	1,659,367	1,051,621	10,279	3,772,615	6,638,895	43.17%	1.57	Trace
Dec						0	7,410,084	100.00%		
Total	42,448,968	12,517,809	16,589,269	4,298,390	3,491,989	71,556,046	112,346,562	36.31%	18.13	22.4



Twain Harte Community Services District

Fire Division



Monthly Operations Report

For November 2020

INCIDENTS

- Monthly emergency call total: 27
 - Public Contacts/Non-Fire Agency Assists total:3
 - Please see attached statistics for incident response information
-

PERSONNEL

- Total on personnel roster 16
 - One THFD member quarantined for Covid-19
 - One Intern tested positive for Covid-19
 - Captain Nathaniel still out on comp injury
 - One new reserve Captain cleared background and will start in December
-

EQUIPMENT AND APPARATUS

- New digital BK-KNG mobile radio was installed in E-721
 - Winter Tires installed on C-720, U-721
 - On-Spot Chins installed on E-721
 - New Parking brake installed on U-721
 - New seat covers installed on U-721
 - Captain Slater located and fixed two air leaks on E-723
 - All apparatus passed quarterly D.O.T. B.I.T inspection
-

FACILITIES

- All carpet in the station was disinfected and shampooed
 - Installed keypad lock on new app bay building at Vantage
 - Moved hose rack to the new building
 - Quarterly Air sample test for fill station passed
 - E-722 metal sign was installed on the new app bay building
-

TRAINING PROGRAM: Staff completed over 127 hours of combined training during the month

- Twain Harte Fire personal assisted with the Chabot College FC-3B burn
 - All shifts have started winter preparedness training (winter driving, tire chain installation)
 - E-721 in service for the winter E-723 out of service for winter maintenance.
-

FINANCIAL

- Working on Mid-year budget
-

TUOLUMNE COUNTY CHIEF OFFICER'S ASSOCIATION

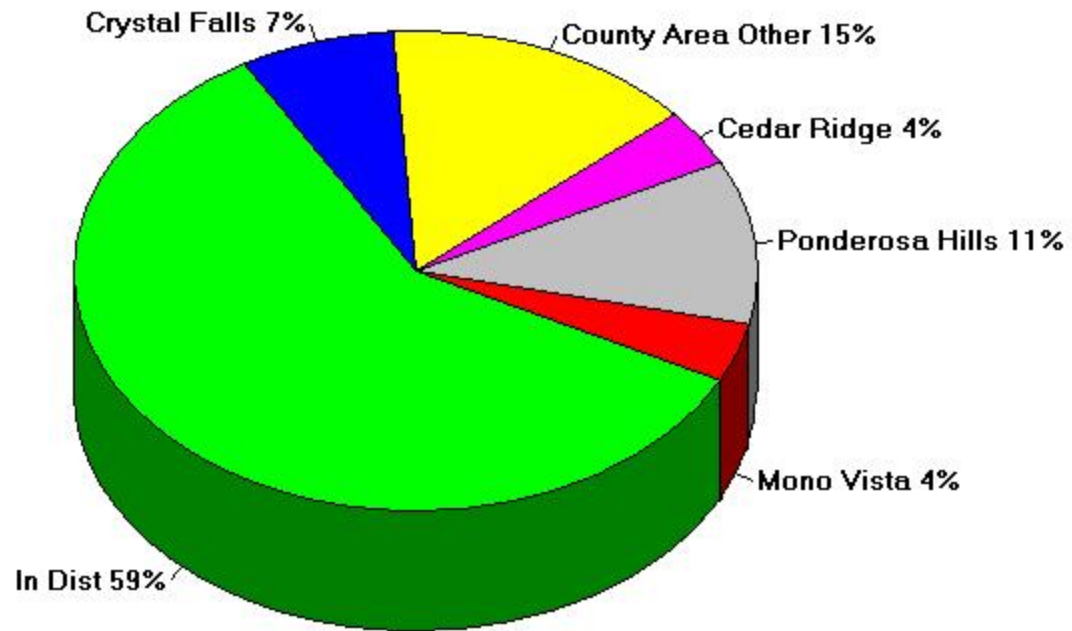
- The county is moving forward with J.P.A. and Fire tax
 - GM Trott notified the county that Twain Harte C.S.D. would not be included in the fire tax due to our survey's response.
-

FIRE PREVENTION PROGRAM/PUBLIC EDUCATION

- Completed 7-11 fire inspection
- Completed pre-plan of new hair salon

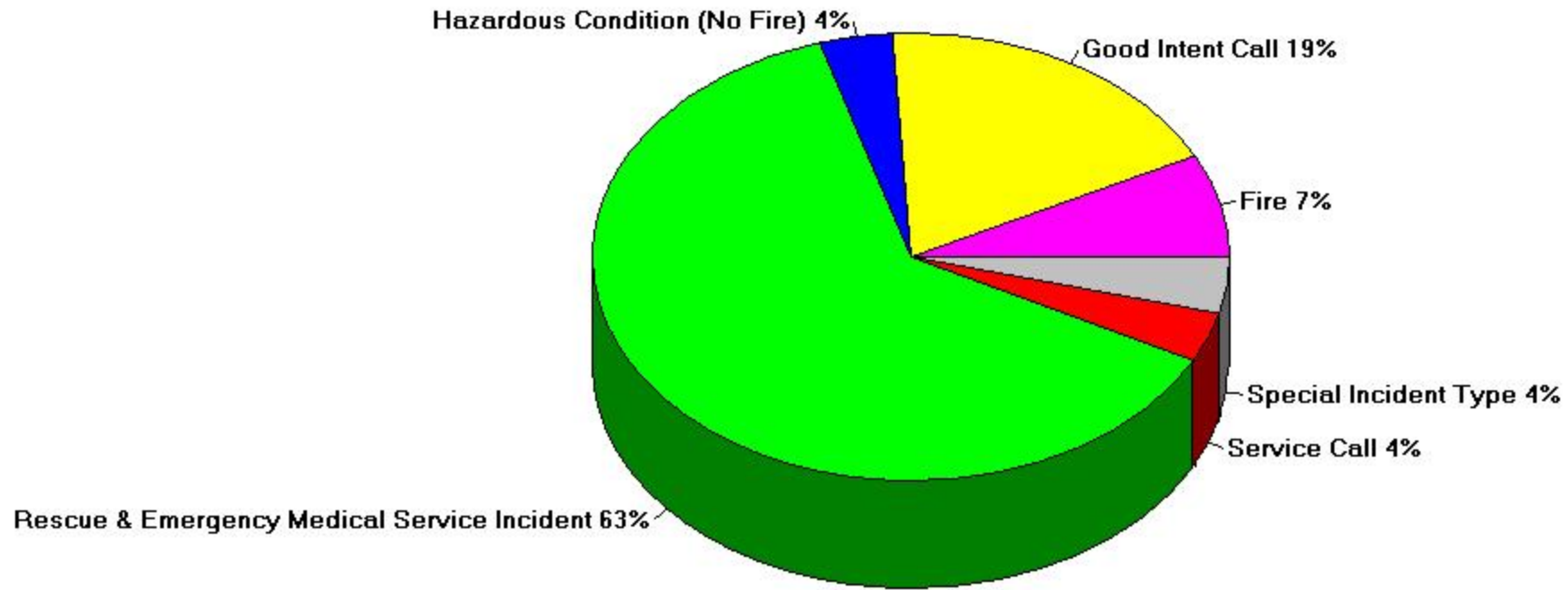
Incidents by District

Alarm Date Between {11/01/2020} And {11/30/2020}

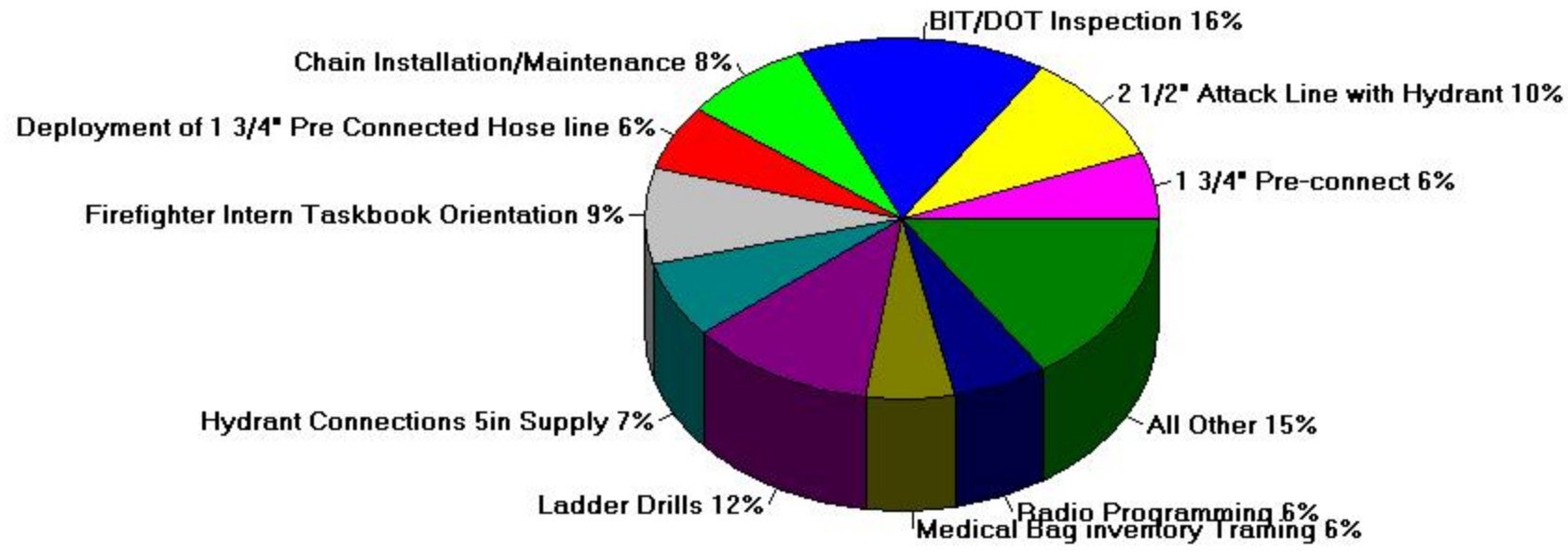


Incident Type Summary

Alarm Date Between {11/01/2020} And {11/30/2020}



Total Staff Hours by Training Category
Date Between {11/01/2020} And {11/30/2020}





GENERAL MANAGER'S REPORT

December 9, 2020

Administration / Operations

- *Hiring and Recruitment*
 - *Operations Manager Hire – Lewis Giambruno*
 - *Utility Maintenance Worker Hire – Thomas Chimente*
 - *Operator 1 Recruitment – Interviews first week of January*
- *COVID Prevention Plan and COVID Staffing Issues*
- *Intranet Development*
- *Document Retention Policy*
- *Wellness Program*

Planning Projects

- *Sewer System Evaluation/Analysis – In process.*
- *Water System Hydraulic Model – Draft complete - more analysis completed this month.*
- *Water Treatment Plant Assessment – Draft complete. Anticipate completion this month.*

Capital Projects

- *Bocce Court Improvements – Shade structure complete. Tank manufacturing delayed - completion anticipated in January.*
- *Fire Equipment Building – Building constructed and concrete complete. Electrical and propane work anticipated to be complete this month.*
- *Million Gallon Tank #1 Warranty Repairs – To be completed this month.*

Funding Opportunities

- *Prop 68 Per Capita Park Grant – Park revenue enhancement (\$177,952): **Awarded***
- *SWRCB Water System Planning Grant –Water System (\$500 K): **Likely award late 2020***
- *Prop 1 Stormwater Grant – TH Stormwater Enhancement (\$5 M): **Find out late 2020***
- *Cal OES PSPS Grant – Critical Facility Generators (\$60,000): **Find out in couple months***
- *Prop 68 Statewide Park Program – TH Meadows Park (\$2,500,000): **Due March 2021***



Fire Equipment Storage Building w/concrete apron and electrical underway.





Completed bocce structures with metal roof.





Completed bocce structures with metal roof.

