

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 November 10, 2021 9:00 A.M.

IMPORTANT NOTICE:

To help slow the spread of COVID-19, the District's board room is closed to the public. This meeting will be held remotely by teleconference using Zoom:

- Videoconference Link: <https://us02web.zoom.us/j/82179464493>
- Meeting ID: 821 7946 4493
- 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**
- 5. Presentations**
 - A. Presentation of Annual Safety Awards.
- 6. Consent Agenda:**
 - A. Presentation and approval of financial statements through October 31, 2021.
 - B. Approval of the minutes of the Regular Meeting held on October 13, 2021.
 - C. Accept and file the annual Government Code Section 66013 Capacity Charges Report for Fiscal Year 2020-21.
 - D. Annual review and submittal of report for Policy #1015 – Identity Theft Prevention Program.

7. New Business

- A. Discussion/action to approve a Memorandum of Understanding with Tuolumne County for participation in the Regional Collision Response and Extrication Improvement Program Grant administered by the California Office of Traffic Safety.
- B. Discussion/action to approve a Sub-Project Sponsor Agreement with Tuolumne County for the Twain Harte Storm Drain Rehabilitation Project, a sub-project of the Twain Harte Community Stormwater Enhancement Project.
- C. Discussion/action regarding application for a USDA Rural Development Community Facilities Direct Loan and Grant and authorization of the General Manager to execute and submit all agreements and documents related to said application.
- D. Discussion/action to approve revisions to Policy #1065 – Facility Rental Fee Schedule.
- E. Discussion/action to approve revisions to Policy #2082 – Internet, Email and Electronic Communication Ethics, Usage and Security.
- F. Discussion/action to approve revisions to Policy #4020 – Committees of the Board of Directors.
- G. Discussion/action to approve revisions to Policy #4025 – Director Remuneration.
- H. Discussion/action to consider the continuation of remote teleconference meetings and to adopt Resolution #21-34 – Proclaiming a Local Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Governor Newsom’s Order Dated March 4, 2020, and Re-Authorizing Remote Teleconference Meetings for the Period of November 10, 2021 to December 10, 2021.

8. Reports

- A. President and Board member reports
- B. Fire Chief’s report
- C. Water/Sewer Operations Manager’s report
- D. General Manager’s report

9. Closed Session

- A. Conference with Legal Counsel – Existing Litigation:
Pursuant to Government Code Section 54956.9(a)
Case Name: Oyarzo v. Twain Harte Community Services District
- B. Conference with Legal Counsel – Existing Litigation:
Pursuant to Government Code Section 54956.9(a)
Case Name: Junger v. Twain Harte Community Services District

10. Adjourn

HOW TO VIRTUALLY OBSERVE THIS MEETING:

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

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

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

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

HOW TO SUBMIT PUBLIC COMMENTS:

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

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



- 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
21/22 OPERATING EXPENDITURE SUMMARY
As of October 31, 2021

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 33.33%)
Park	86,243	28,559	57,684	33.11%
Water	1,264,361	404,098	860,263	31.96%
Sewer	1,032,879	289,714	743,165	28.05%
Fire	1,112,948	459,867	653,081	41.32%
Admin	647,517	215,151	432,366	33.23%
TOTAL	\$ 4,143,948	\$ 1,397,389	\$ 2,746,559	33.72%

TWAIN HARTE COMMUNITY SERVICES DISTRICT
21/22 CAPITAL EXPENDITURE SUMMARY
As of October 31, 2021

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 33.33%)
Park	368,000	3,105	364,895	0.84%
Water	808,850	14,992	793,858	1.85%
Sewer	447,150	34,485	412,665	7.71%
Fire	469,500	3,367	466,133	0.72%
Admin		-	-	
TOTAL	\$ 2,093,500	\$ 55,949	\$ 2,037,551	2.67%

Reflects Budget Rev #2 - Approved 10/13/21

TWAIN HARTE COMMUNITY SERVICES DISTRICT
BANK BALANCES
As of October 31, 2021

Account	Beginning Balance	Receipts	Disbursements	Current Balance
U.S. Bank Operating	1,201,007	365,891	(502,542)	1,064,356
U.S. Bank - D Grunsky #1**	71,927			71,927
U.S. Bank - D Grunsky #2**	75,019			75,019
LAIF	2,968,777	1,808		2,970,585
TOTAL	\$ 4,316,730	\$ 367,699	\$ (502,542)	\$ 4,181,887

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

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Board of Directors Regular Meeting
October 13, 2021

CALL TO ORDER: President Sipperley called the meeting to order at 09:01 a.m. The following Directors, Staff, and Community Members were present:

DIRECTORS:

Director Sipperley, President
Director Bohlman
Director Mannix
Director Knudson
Director deGroot

STAFF:

Tom Trott, General Manager
Neil Gamez, Fire Chief
Kim Silva, Administrative Coordinator/ Board Secretary
Lewis Giambruno, Operations Manager
Carolyn Higgins, Finance Officer

AUDIENCE: 1 Attendee.

PUBLIC COMMENT ON NON-AGENDIZED ITEMS:

No Public Comment.

CONSENT AGENDA:

- A. Presentation and approval of financial statements through September 30, 2021.
- B. Approval of the minutes of the Regular Meeting held on September 15, 2021.
- C. Approval of the minutes of the Special Meeting held on September 29, 2021.

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

SECOND: Director Bohlman

AYES: Mannix, deGroot, Bohlman Sipperley, Knudson

NOES: None

ABSTAIN:

NEW BUSINESS:

- A. Presentation of end of year financial report for Fiscal Year 2020-21.
- B. Discussion/action to adopt Resolution #21-29 – Designation of Fiscal Year 2020-21 Year End Balances to Reserves.

MOTION: Director Mannix made a motion to adopt Resolution #21-29 – Designation of Fiscal Year 2020-21 Year End Balances to Reserves.

SECOND: Director deGroot

AYES: Mannix, deGroot, Bohlman, Sipperley, Knudson

NOES: None

ABSTAIN:

- C. Discussion/action to adopt Resolution #21-30 - Approval of Fiscal Year 2021-22 Fire Fund Budget Adjustments for Unanticipated Grant Revenue, Increased Legal Fees, and Capital Project Savings.

MOTION: Director Mannix made a motion to adopt Resolution #21-30 - Approval of Fiscal Year 2021-22 Fire Fund Budget Adjustments for Unanticipated Grant Revenue, Increased Legal Fees, and Capital Project Savings.

SECOND: Director Knudson

AYES: Mannix, deGroot, Bohlman, Sipperley, Knudson

NOES: None

ABSTAIN:

- D. Discussion/action to adopt Resolution #21-31 – Approval of Fiscal Year 2021-22 Park Fund Budget Adjustment in the Amount of \$5,000 for Security Cameras.

MOTION: Director deGroot made a motion to adopt Resolution #21-31 – Approval of Fiscal Year 2021-22 Park Fund Budget Adjustment in the Amount of \$5,000 for Security Cameras.

SECOND: Director Mannix

AYES: Mannix, deGroot, Bohlman, Sipperley

NOES: None

ABSTAIN: Knudson

- E. Discussion/action to adopt Resolution #21-32 – Approving the Application for Rural Recreation and Tourism Program Grant Funds.

MOTION: Director deGroot made a motion to adopt Resolution #21-32 – Approving the Application for Rural Recreation and Tourism Program Grant Funds.

SECOND: Director Bohlman

AYES: Mannix, deGroot, Bohlman, Sipperley, Knudson

NOES: None

ABSTAIN:

- F. Discussion/action to consider the continuation of remote teleconference meetings and to adopt Resolution #21-33 – Proclaiming a Local Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Governor Newsom’s Order Dated March 4, 2020, and Re-Authorizing Remote Teleconference Meetings for the Period of October 13, 2021 to November 12, 2021.

MOTION: Director Bohlman made a motion to consider the continuation of remote teleconference meetings and to adopt Resolution #21-33 – Proclaiming a Local Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Governor Newsom’s Order Dated March 4, 2020, and Re-Authorizing Remote Teleconference Meetings for the Period of October 13, 2021 to November 12, 2021.

SECOND: Director Mannix

AYES: Mannix, deGroot, Bohlman, Sipperley, Knudson

NOES: None

ABSTAIN:

- G. Discussion to approve a Conservation Camp Program Memorandum of Understanding (MOU) for fuels management projects with the California Department of Forestry and Fire Protection and authorize the General Manager to execute the MOU and all related amendments and project requests.

MOTION: *Director Mannix made a motion to approve a Conservation Camp Program Memorandum of Understanding (MOU) for fuels management projects with the California Department of Forestry and Fire Protection and authorize the General Manager to execute the MOU and all related amendments and project requests*

SECOND: *Director deGroot*

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

NOES: *None*

ABSTAIN:

President and Board Member Reports.

- *No report was provided.*

Fire Chief Report by Chief Gamez

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

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

- *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.*

CLOSED SESSION: *The Board of Directors convened into closed session at 10:36 a.m.*

- A. Conference with Legal Counsel – Existing Litigation: Pursuant to Government Code Section 54956.9(a) Case Name: Oyarzo v. Twain Harte Community Services District
- *Vice President deGroot reconvened the meeting into regular session at 10:58 a.m. with no reportable action.*

ADJOURNMENT:

The meeting was adjourned at 10:59 a.m.

Respectfully submitted,

APPROVED:

Kimberly Silva, Board Secretary

Gary Sipperley, President

TWAIN HARTE COMMUNITY SERVICES DISTRICT
CAPACITY CHARGES REPORT
FOR FISCAL YEAR ENDING JUNE 30, 2021

Purpose

California Government Code 66013 stipulates that connection fees or capacity charges shall not exceed the estimated reasonable cost for which the fee or charge is imposed when a local agency imposes fees for water connections or sewer connections, or imposes capacity charges. In addition, the government code goes on to further stipulate that when capacity charges are imposed, the local agency must complete a publicly available report detailing the amount of capacity charges collected during the fiscal year, each public improvement on which the charges were expended and additional information as detailed in the attached Government Code.

Capacity Charges Defined

California Government Code 66013 defines capacity charges as a charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property interests, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities.

Charges Collected During FY 2020/2021

Twain Harte Community Services District collects two capacity related charges at the time of new connection. They are called Connection Fees and Impact Charges. A detailed description of the charges can be found in the District Schedule of Charges adopted 4/12/2016.

Activity for FY 2020/2021

	BEGINNING BALANCE	20/21 COLLECTED	INTEREST	SPENT	ENDING BALANCE
Water					
Connection Charges	\$ -	\$ 16,590	\$ -		\$ 16,590
Impact Charges	-		-		-
Sewer					
Connection Charges	\$ -	\$ 9,400	\$ -		\$ 9,400
Impact Charges					-
	<u>\$ -</u>	<u>\$ 25,990</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,990</u>

Capital Project Expenses	20/21 Expense	% Funded by Impact Charges	% Funded by Other Revenue	Total Impact Charges Expended	Total Other Revenue Expended
Water					
Water/Sewer Material Bins	\$ 5,955	29.73%	70.27%	\$ 1,771	\$ 4,184
Well #3 - Sherwood Forest	46	29.73%	70.27%	\$ 14	\$ 32
GM Vehicle Replace	16,159	29.73%	70.27%	\$ 4,805	\$ 11,354
Surface Scatter 7	7,153	29.73%	70.27%	\$ 2,127	\$ 5,026
Well #1 Generator	26,481	29.73%	70.27%	\$ 7,874	\$ 18,607
Sewer					
GM Vehicle Replace	\$ 8,595	15.47%	84.53%	\$ 1,330	\$ 7,265
Sewer Main Re-Lining	39,434	15.47%	84.53%	\$ 6,101	\$ 33,333
TH School Sewer Re-Alignment	4,000	15.47%	84.53%	\$ 619	\$ 3,381
Water Sewer Material Bins	5,810	15.47%	84.53%	\$ 899	\$ 4,911
Lift Station Generators	2,918	15.47%	84.53%	\$ 451	\$ 2,467
	<u>\$ 116,551</u>			<u>\$ 9,400</u>	<u>\$ 51,357</u>

Budgeted Impact/Connection Charge Expenses for Next Reporting Period (FY 2020/

Description	Water	Sewer
FH Improvements	\$ 15,000	
SCADA Upgrade	285,000	85,000
Vantage Pointe Equipment Structure	10,000	40,000
Cedar Pines Pressure Zone Upgrades	350,000	
Truck #1 Replacement	5,850	3,150
Truck #3 Replacement	39,000	21,000
Snow Plow	4,000	4,000
WTP Motor Control Center Upgrade	100,000	
TH School Sewer Re-Alignment		15,000
Manhole Smart Covers		10,000
Sewer Jetter Replacement		174,000
I&I Manhole Repair/Replacement		60,000
Mono Sewer Line Replacement		35,000
TOTAL CONNECTION/IMPACT CHARGE EXP	\$ 808,850	\$ 447,150

Inter-fund Transfer or Loans

During fiscal year 20/21, there were no inter-fund transfers or loans from connection/impact charge funds.



Twain Harte Community Services District MEMORANDUM

DATE: November 3, 2021

TO: Board of Directors

FROM: Tom Trott, General Manager

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

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

Actions:

- Detection. Employees looked for red flags identified in the Policy when opening new accounts, receiving requests to access account information, and in daily business activities with other staff, vendors and customers.
- Response. When red flags were detected, employees responded according to the Policy by asking for additional information. This prevented fraud in all cases related to customer or vendor interactions. It also helped quickly identify and respond to email hacking, which happened to two District employees. The hackers attempted to pose as the District employees, but fraud was quickly detected due to this policy. The employees and IT were promptly notified, and passwords were changed before any damage could occur.
- Personal Information Security Procedures. All procedures were followed.
- Training. Appropriate staff reviewed Policy 1015 and were trained on its contents and procedures to prevent fraud. Employees who had their email hacked were trained on creating strong, unique passwords.

Incidents:

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

TWO incidents (email hacking) occurred in the last year related to District staff.

Recommendations:

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

TWAIN HARTE COMMUNITY SERVICES DISTRICT

Policy and Procedure Manual

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

1015.10 Purpose

This program is intended to identify red flags that will alert District employees when new or existing accounts are opened using false information, protect against the establishment of false accounts, methods to ensure existing accounts were not opened using false information and measures to respond to such events.

1015.20 Risk Assessment

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

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

1015.30 Detection (Red Flags)

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

- Identification documents appear to be altered.
- Photo and physical description do not match appearance of applicant.
- Other information is inconsistent with information provided by applicant.
- Other information provided by applicant is inconsistent with information on file.
- Application appears altered or destroyed and reassembled.
- Personal information provided by applicant does not match other sources of information (e.g. credit reports, SS# not issued or listed as deceased).

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

1015.40 Response to Potential Fraud

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

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

1015.50 Personal Information Security Procedures

The District shall implement the following security procedures:

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

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

29. Any data storage media will be disposed of by shredding, punching holes in, or incineration.

1015.60 Identity Theft Prevention Program Review and Approval

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

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE
AND
TWIN HARTE COMMUNITY SERVICES DISTRICT
FOR
OFFICE OF TRAFFIC SAFETY GRANT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 19 day of Oct, 2021, by and between the County of Tuolumne, (“County”), and the Twain Harte Community Services District, (“Agency”).

WITNESSETH:

WHEREAS, the County of Tuolumne has been selected to receive an award under Regional Collision Response and Extrication Improvement Program Grant administered by the California Office of Traffic Safety ; and

WHEREAS, the Tuolumne County Fire Department has been designated as the Administrating Agency for the purpose of this grant; and

WHEREAS, this Grant, No.EM22012, provides for an award in the amount of \$136,000 for the purchase of vehicle extrication equipment for participating Agencies; and

WHEREAS, the Twain Harte Community Services District will receive one combi-tool extrication tool set valued at \$15,867.53, consisting of:

- 1 – PCT50 COMBI-TOOL
- 2 – PBPA287 BATTERY
- 1 – PBCH2 BATTERY CHARGER 120VAC

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows

1. PURPOSE

The purpose of this MOU is to transfer the extrication equipment received from the California Office of Traffic Safety Grant, from the Administrating Agency (County Fire) to the other agencies that participated in this grant.

2. TERM

This MOU shall become effective as of the date first written above and continue until revised or revoked by the signatory parties.

3. COUNTY'S RESPONSIBILITIES

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. AGENCY'S RESPONSIBILITIES

- Provide the following information for the Quarterly Performance Report:
 - a. Provide a brief list of activity conducted, media events, challenges or special accomplishments.
 - b. Provide the type of training and number of Firefighters trained in the use of the grant funded tools.
 - c. Provide details on traffic safety presentations that were conducted. (2 required)
 - d. Display OTS funded equipment during public safety fairs, community festivals, department events and provide details. (3 required)
 - e. Provide detailed information in the event the grant funded equipment is used to save a life.
- Provide the required information for the Quarterly Performance Report by the following dates:
January 15, 2022, April 15, 2022, July 15, 2022, October 15, 2022
- Annual maintenance of equipment.
- Annual reporting of fair market value of equipment.
- Report any damage, loss or theft of grant funded equipment.

5. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

6. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

7. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

8. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations set forth by the Office of Traffic Safety and any subsequent reporting requirements as directed by the State.

9. CONFIDENTIALITY

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

10. NON-DISCRIMINATION

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

11. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

12. NO THIRD-PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third-party beneficiary of this MOU or any attachment or addenda to this MOU.

13. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

14. NOTICE

Any and all notices, reports or other communications to be given to County or Agency shall be given to the persons representing the respective parties at the following addresses:

AGENCY:

Twain Harte CSD
PO Box 649
Twain Harte, CA 95383
Phone: (209) 586-4800

COUNTY:

Tuolumne County Fire Department
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Phone: (209) 533-5100
Fax: (209) 533-5503

15. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

16. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

17. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

18. DISPUTES

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be

filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

19. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

20. COUNTERPARTS

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

21. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.


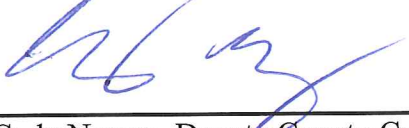
22. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

23. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

COUNTY:  Tracie Riggs, County Administrative Officer <i>ERIC ERHARDT ASST.</i>	AGENCY: Tom Trott, General Manager Twain Harte Community Services District
APPROVED AS TO LEGAL FORM:  Cody Nesper, Deputy County Counsel	

SUB-PROJECT SPONSOR AGREEMENT
TWAIN HARTE STORM DRAIN REHABILITATION
TWAIN HARTE COMMUNITY STORMWATER ENHANCEMENT PROJECT
PROPOSITION 1 STORM WATER GRANT PROGRAM IMPLEMENTATION GRANT

This Agreement (hereinafter "Sub-Project Agreement") is entered into on _____, 2021 between the Twain Harte Community Services District, a California special district, (hereinafter "THCSD") and the County of Tuolumne, a political subdivision of the State of California (hereinafter "Sub-Project Sponsor").

SECTION 1 – RECITALS

- A. The State Water Resources Control Board (hereinafter "SWRCB") will have entered into a Funding Agreement under Grant Agreement No. SWRCB0000000000D2112144 (hereinafter "Funding Agreement") with THCSD in the amount of \$3,748,732 to manage and implement the Twain Harte Community Stormwater Enhancement Project (hereinafter "Project"), as more fully described in the Project's grant proposal for the Proposition 1, Round 2 Storm Water Grant Program. The Funding Agreement is attached hereto and is incorporated herein by reference.
- B. In order to fully implement the Project, THCSD desires to enter into this Sub-Project Agreement with the Sub-Project Sponsor to partner with THCSD as a grant sub-recipient responsible for administering and implementing the portion of the Twain Harte Community Stormwater Enhancement Project known as the Twain Harte Storm Drain Rehabilitation Project (hereinafter "Sub-Project").
- C. The Sub-Project Sponsor owns, operates, and maintains all land and existing/new facilities related to the Sub-Project.
- D. The Sub-Project Sponsor has the necessary capabilities and resources to implement, operate, maintain, and monitor the Sub-Project as required by the Funding Agreement.
- E. THCSD and the Sub-Project Sponsor wish to document the terms and conditions of the Sub-Project Sponsor's duties and responsibilities related to Sub-Project implementation.
- F. In reliance upon the recitals set forth above, and in consideration of the mutual promises herein exchanged, Sub-Project Sponsor and THCSD agree as set forth below.

SECTION 2 – THCSD AGREEMENTS

THCSD Agrees:

- A. To administer the Funding Agreement, attached hereto and incorporated herein by reference, as is fully set forth consistent with the terms of the Funding Agreement.
- B. To oversee the progress of the Project in accordance with the Funding Agreement requirements.
- C. To comply with all applicable federal, state, and local laws in administering the grant funds, specifically including those set forth in the Funding Agreement.
- D. To coordinate the Project and Funding Agreement with SWRCB and promptly provide Sub-Project Sponsor with any SWRCB communications that impact the management or implementation of the Sub-Project.
- E. To furnish the Sub-Project Sponsor with the most current copy of the Funding Agreement and support documentation, including but not limited to Funding Agreement amendments and copies of any SWRCB documentation, templates and forms needed to satisfy the requirements of the Funding Agreement.

- F. To assemble and submit Project reimbursement requests (including Sub-Project reimbursement request invoices provided to THCS D by the Sub-Project Sponsor) to SWRCB on a quarterly basis.
- G. To minimize the time elapsing between THCS D's receipt of Project reimbursement funds from SWRCB and the THCS D's disbursement of reimbursement funds related to the Sub-Project to the Sub-Project Sponsor.

SECTION 3 – SUB-PROJECT SPONSOR AGREEMENTS

Sub-Project Sponsor Agrees:

- A. To cooperate with THCS D as reasonably required to carry out the purposes of this Sub-Project Agreement.
- B. To administer, implement, construct, operate, maintain and monitor the Sub-Project in accordance with all the provisions and requirements of the Funding Agreement.
- C. To operate and maintain the Sub-Project for a minimum of twenty (20) years after completion of its construction (hereinafter "Useful Life"), in accordance with the requirements of the Funding Agreement.
- D. To ensure that THCS D, SWRCB, the State Auditor, or any authorized representative of the foregoing, is provided safe and suitable access to the Sub-Project site at all reasonable times until February 29, 2060, or the Records Retention End Date specified in the Funding Agreement, whichever is later.
- E. To furnish a Project Manager who will be responsible for ensuring that the Sub-Project is completed, and all Sub-Project-related duties are carried out in accordance with all the requirements and timelines set forth in the Funding Agreement.
- F. To implement all work items in the Funding Agreement associated with the Sub-Project.
- G. To timely provide all deliverables in the Funding Agreement associated with the Sub-Project.
- H. To complete all applicable federal and state environmental documentation and obtain and continue in effect for the duration of this Sub-Project Agreement all required governmental licenses and permits needed for completion of the Sub-Project.
- I. To invoice THCS D for reimbursement of eligible Sub-Project expenses on a quarterly basis, in accordance with the Funding Agreement reimbursement requirements. Said reimbursement invoices will be submitted to THCS D in the format required by SWRCB or THCS D and will include all necessary supporting documentation, deliverables, Sub-Project progress reports and other documents required by SWRCB to process reimbursement requests. In no case shall Sub-Project Sponsor's cumulative Sub-Project reimbursement requests exceed **\$1,247,398.00**.
- J. To provide match funding for Sub-Project implementation in the amount of **\$138,600.00**, which may include payment of eligible expenses, performance of in-kind services or other eligible costs defined in the Funding Agreement. Said match funding will be documented and submitted with Sub-Project reimbursement invoices but will not be reimbursed. Sub-Project costs eligible for match must have been incurred by Sub-Project Sponsor after November 4, 2014.
- K. To cover all Sub-Project costs until reimbursement for said costs is provided to THCS D by SWRCB. Reimbursement of eligible Sub-Project costs are subject to the terms of the Funding Agreement, which include but are not limited to the following:
 - 1) To receive reimbursement for eligible Sub-Project costs, THCS D must submit a quarterly Project reimbursement request to SWRCB. SWRCB must review and approve the reimbursement

request prior to authorizing reimbursement payments. This process can take several months before THCS D receives the reimbursement payment from SWRCB.

- 2) Reimbursement requests cannot be made prior to execution of the Funding Agreement.
 - 3) Sub-Project costs incurred before the Eligible Work Start Date set forth in the Funding Agreement are not eligible for reimbursement. However, such costs may be used as match funding if they were incurred after November 4, 2014.
 - 4) SWRCB may retain ten percent (10%) of the Sub-Project funding amount until the Sub-Project is complete.
 - 5) Cumulative reimbursement payments for the Sub-Project shall not exceed the amount specified above. If Sub-Project costs exceed that amount, Sub-Project Sponsor must complete the Sub-Project and pay said excess costs with its own funds.
- L. To promptly provide any Sub-Project documents and clarifications requested by SWRCB, even if such request occurs prior to execution of the Funding Agreement.
- M. To retain or cause to be retained for access by SWRCB, the State Auditor, or any authorized representative of the foregoing, for audit, examinations, excerpts, and transcripts all financial and programmatic records, supporting documents, statistical records, or other records which are required to be maintained under the terms of the Funding Agreement until February 29, 2060, or the Records Retention End Date specified in the Funding Agreement, whichever is later.
- N. To grant THCS D and its authorized representatives access and right of way to all property and facilities related to the Sub-Project for its Useful Life. Said right of way will allow THCS D and its authorized representatives to construct, operate, maintain, and monitor the Sub-Project if the Sub-Project Sponsor defaults on its duties set forth in this Sub-Project Agreement.

SECTION 4 – MUTUAL AGREEMENTS

THCS D and Sub-Project Sponsor Mutually Agree as Follows:

- A. THCS D and Sub-Project Sponsor intend to fulfill their obligations stated in this Sub-Project Agreement, but THCS D and Sub-Project Sponsor shall only be required to do so if or to the extent that financial assistance is provided to THCS D by the SWRCB through the Funding Agreement. In the event such financial assistance is not provided, or ceases to be provided, this Sub-Project Agreement shall automatically terminate, subject to the conditions of the Funding Agreement.
- B. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.
- C. This Sub-Project Agreement contains all of the agreements and warranties of the parties with respect to any matter covered or mentioned in this Sub-Project Agreement. No prior agreements, arrangements or understandings pertaining to such matters shall be effective for any purpose. No provision of this Sub-Project Agreement may be amended or added to except by an agreement in writing signed by each party or each party's successor in interest.
- D. Any provision of this Sub-Project Agreement which proves to be invalid, or illegal, shall in no way affect, impair or invalidate any other provisions of this Sub-Project Agreement, and such other provisions shall remain in full force and effect.
- E. Each party warrants to each other that he or she is fully authorized and competent to enter into this Sub-Project Agreement in the capacity indicated by his or her signature and agrees to be bound by this Sub-Project Agreement as of the effective date of this Sub-Project Agreement.

- F. In the event of a dispute over the interpretation, implementation, or terms of this Sub-Project Agreement any such dispute shall be resolved by binding arbitration between the parties under the California Arbitration Act (Code of Civil Procedure Section 1280 *et seq*). Any such arbitration shall be conducted in Twain Harte, California. If the parties cannot agree on an arbitrator, one will be selected by the Tuolumne County Courts.
- G. This Sub-Project Agreement may only be terminated if the Funding Agreement is terminated by the SWRCB in accordance with the provisions set forth in the Funding Agreement. The SWRCB may terminate the Funding Agreement if funds are disbursed as a result of a material misrepresentation in a submitted document or if there is a violation of a material provision of the Funding Agreement. In the event of such termination of the Funding Agreement, SWRCB may demand repayment of grant funds disbursed for the Sub-Project. If such demand is made, Sub-Project Sponsor will be responsible to immediately repay any disbursed Sub-Project funds to THCS D.
- H. The performance period of this Sub-Project Agreement shall be from the date of its execution until February 29, 2060, or the Records Retention End Date specified in the Funding Agreement, whichever is later.
- I. This Sub-Project Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

SECTION 5 - NOTICES

All notices required to be *given* under this Sub-Project Agreement shall be sent to the following:

For THCS D:

Twain Harte Community Services District
c/o Tom Trott, General Manager
P.O. Box 649
Twain Harte, CA 95383

For Sub-Project Sponsor:

County of Tuolumne
c/o Blossom Scott-Heim, Supervising Engineer
2 S. Green St.
Sonora, CA 95370

SECTION 6 - AUTHORITY

The individuals executing this Sub-Project Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Sub-Project Agreement as of the date below:

TWAIN HARTE COMMUNITY SERVICES DISTRICT (THCSD)

_____ Date: _____
Gary Sipperley, Board President

ATTEST:

Kimberly Silva, Board Secretary

COUNTY OF TUOLUMNE (SUB-PROJECT SPONSOR)

_____ Date: _____

Name/Title (Printed): _____

EXHIBITS

Exhibit A: Funding Agreement


Gary Sipperley, Board President

Date: _____

ATTEST:

Kimberly Silva, Board Secretary

COUNTY OF TUOLUMNE (SUB-PROJECT SPONSOR)



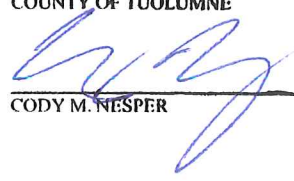
Date: 10/19/2021

~~Tracie Riggs, County Administrative Officer~~

ERIC ERHARDT, ASST.

APPROVED AS TO LEGAL FORM

**COUNTY COUNSEL
COUNTY OF TUOLUMNE**

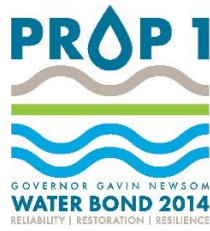


CODY M. NESPER

10/18/21
DATE

EXHIBITS

Exhibit A: Funding Agreement



STORM WATER GRANT PROGRAM

TWAIN HARTE COMMUNITY SERVICES DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



IMPLEMENTATION GRANT

TWAIN HARTE COMMUNITY STORMWATER ENHANCEMENT PROJECT

AGREEMENT NO.: SWRCB0000000000D2112144

PROJECT FUNDING AMOUNT: \$3,748,732
MATCH CONTRIBUTION: \$675,047
ESTIMATED REASONABLE PROJECT COST: \$4,857,226

ELIGIBLE WORK START DATE: 7/1/2021
WORK COMPLETION DATE: FEBRUARY 29, 2024
FINAL REIMBURSEMENT REQUEST DATE: MARCH 31, 2024
RECORDS RETENTION END DATE: FEBRUARY 29, 2060

AGREEMENT

1. AUTHORITY.

- (a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Grant Agreement (Agreement) pursuant to Section 79747 of the Water Code, and Resolution No. 2015-0076.

2. INTENTION.

- (a) The Recipient desires to receive financial assistance for and undertake work required for the storm water implementation project (Project) set forth on the Cover Page and described in Exhibit A of this Agreement from the State Water Board according to the terms and conditions set forth in this Agreement.
- (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

- (a) The State Water Board hereby makes a grant to the Recipient in accordance with the provisions of this Agreement.
- (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:
 - (1) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (2) The Recipient must deliver to the Division a resolution authorizing the Recipient to enter into this Agreement and identifying its Authorized Representative by title.

(c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Records Retention End Date.

(d) This Agreement includes the following exhibits and attachments thereto:

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

EXHIBIT B – FUNDING TERMS

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS AND
CONDITIONS

EXHIBIT D – SPECIAL CONDITIONS

4. PARTY CONTACTS.

The Party Contacts during the term of this Agreement are:

State Water Board	
Section:	Division of Financial Assistance
Name:	[NAME], Project Manager
Address:	1001 I Street, ___ Floor
City, State, Zip:	Sacramento, CA 95814
Phone:	(916)
Fax:	(916)
Email:	[name]@waterboards.ca.gov

[Recipient]	
Name:	Title
Address:	
City, State, Zip:	
Phone:	
Fax:	
Email:	

Direct inquiries to:

State Water Board	
Section:	Division of Financial Assistance
Name:	[NAME], Program Analyst
Address:	1001 I Street, ___ Floor
City, State, Zip:	Sacramento, CA 95814
Phone:	(916)
Fax:	(916)
Email:	[name]@waterboards.ca.gov

[Recipient]	
Name:	Title
Address:	
City, State, Zip:	
Phone:	
Fax:	
Email:	

The Recipient may change its Project Director upon written notice to the Project Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

“Agreement” means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

“Cover Page” means the front page of this Agreement.

“Days” means calendar days unless otherwise expressly indicated.

“Deputy Director” means the Deputy Director of the Division.

"Division" means the Division of Financial Assistance of the State Water Board or any other division or unit of the State Water Board authorized to administer this Agreement.

“Eligible Work Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.

“Event of Default” means the occurrence of any of the following events:

- (a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- (b) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (c) Failure to operate the Project without the Division's approval;
- (d) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- (e) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the

Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;

- (f) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;
- (g) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further reimbursements or disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project. The Grant Contact is set forth in Section 4 of this Agreement.

"Guidelines" means the State Water Board's "Proposition 1 Storm Water Grant Program Guidelines – Amended for Round 2", in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

“Match Contribution” means funds provided by the Recipient towards the Project Costs incurred on or after November 4, 2014. Funds spent on ineligible Project Costs are not Match Contributions.

“Material Obligation” means an obligation of the Recipient that is material to this transaction.

“Party Contact” means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Division staff set forth in Section 4 of this Agreement.

“Project” means the Project funded by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

“Project Completion” means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

“Project Costs” means the incurred costs of the Recipient which are eligible for funding under this Agreement, pursuant to applicable statutes, policy, regulation, or guidelines.

“Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 4 of this Agreement.

“Project Funding Amount” means the maximum amount payable under this Agreement, as set forth on the Cover Page.

“Project Funds” means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

“Project Manager” means the person designated by the State Water Board to manage performance of this Agreement. The Project Manager is set forth in Section 4 of this Agreement.

“Recipient” means Twain Harte Community Services District.

“Records Retention End Date” means the last date that the Recipient is obligated to maintain records related to this Agreement and is set forth on the Cover Page of this Agreement.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

“Reimbursement Period” means the period during which Project Funds may be disbursed.

“Reimbursement Request” means the Recipient’s request for Project Funds from the State Water Board as set forth in Exhibit B.

“State” means State of California.

“State Water Board” means the State Water Resources Control Board.

“Useful Life” means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

“Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division.

“Work Completion Date” means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.

“Year” means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Twain Harte Community Services District:

By: _____

Name: [Officer]

Title: [Title1]

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____

Name: Leslie S. Laudon

Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE, DESCRIPTION, AND USEFUL LIFE.

The Project is the project set forth on the Cover Page of this Agreement and has a Useful Life of at least twenty (20) years. This Project is for the benefit of the Recipient and for the purpose of constructing four (4) storm water runoff management projects to capture, treat, and use stormwater runoff within the Twain Harte community to increase water supply and reduce pollutant load discharges to Twain Harte Creek.

A.2 SCOPE OF WORK.

The Recipient agrees to do the following:

Project Management

- 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
- 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Project Manager.
- 1.4 Conduct periodic and final site visits with the Project Manager.
- 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Project Manager.

General Compliance Requirements/Project Effectiveness and Performance

- 2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Project Manager. Submittal requirements for GPS data are available at: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.
- 2.2 Prepare and submit a Monitoring and Reporting Plan (MRP) to the Project Manager for approval using a template or outline provided by the Project Manager. The MRP becomes final upon Project Manager approval. Any changes to the MRP must be approved by the Project

Manager. The MRP may be submitted as separate documents or in one report and shall include the following:

2.2.1 A Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, and reported to the Project Manager. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of any monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Project Manager.

2.2.2 A Monitoring Plan (MP) in a format provided by the Project Manager. Any costs related to monitoring data collected prior to and not supported by the approved MP will not be reimbursed. Changes to the MP shall be submitted to the Project Manager for approval prior to implementation.

2.3 Measure, evaluate, and document Project performance based on the monitoring requirements and effectiveness criteria in the approved MRP. Include results of the performance assessment, along with any supporting data and analysis, in the associated quarterly progress report and the Final Project Report.

2.4 Prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the United States Environmental Protection Agency's (USEPA) QAPP guidance document (EPA QA/G-5) or the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, as appropriate for the proposed monitoring activities. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. A template for the USEPA QAPP is available from the Project Manager. Guidance for preparing a SWAMP QAPP is available at: https://www.waterboards.ca.gov/water_issues/programs/swamp/tools.shtml#ga. Submit the QAPP to the Project Manager for approval.

2.4.1 Upload a pdf version of the final approved document(s) to the Financial Assistance Application Submittal Tool (FAAST) system.

2.5 Prepare and upload all water quality data obtained through implementation of the MP to the California Environmental Data Exchange Network (CEDEN) or in a comparable format provided by the State Water Board and submit a receipt of successful data submission

to CEDEN or the State Water Board, to the Project Manager. Guidance for submitting data, including required minimum data elements and data formats, is available at <http://www.ceden.org> or a Regional Data Center (RDC) (Moss Landing Marine Lab, San Francisco Estuary Institute, Southern California Coastal Water Research Project, or Central Valley RDC). Contact information for the RDCs is included in the CEDEN web link.

Environmental Compliance and Permitting

Project Funds will not be disbursed until CEQA documents, permitting, access negotiations and other required approvals are complete.

- 3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the proposed implementation project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).
 - 3.1.1 Submit the draft CEQA document to the Project Manager for comment, if applicable.
 - 3.1.2 Submit the final CEQA document to the Project Manager.
 - 3.1.3 Obtain written environmental clearance from the Project Manager confirming the State Water Board has made its own environmental findings and concurred that implementation/construction may proceed. The State Water Board may deem implementation/ construction costs incurred prior to obtaining such confirmation ineligible for reimbursement.
- 3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the useful life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Project Manager.
- 3.3 Obtain and submit to the Project Manager at least two appraisals for any land acquired for the Project. Disbursement of grant funds for land acquisition costs will not occur prior to submission of the appraisals.

Planning, Design, and Engineering

- 4.1 Prepare a Design Report that includes a hydrology or hydraulics study to support the design plans and specifications, and submit to the Project Manager for comment.
- 4.2 Prepare the sixty percent (60%) design plans and specifications and submit to the Project Manager for approval. The Project shall capture, treat, and/or re-use a minimum of sixty nine (69) acre-feet per year (AFY) of storm water runoff collected from a minimum of three hundred thirty four (334) acres of drainage area, using the following approaches
 - 4.2.1 The Twain Harte Community Services District shall construct improvements at Twain Harte Community Services District Office designed to capture a minimum of one half (0.5) acre-feet per year of storm water from a minimum of two (2) acres using the following approaches:

Twain Harte Community Services District Office Improvements

- 4.2.1.1 Install a minimum of one (1) rainwater collection system with associated piping, tank(s), filter(s), and pump(s) and a minimum storage capacity of (4,500) gallons.
- 4.2.1.2 Remove and replace a minimum of (9,000) square feet of impermeable pavement with permeable pavement.
- 4.2.1.3 Construct a minimum of (4,600) square feet of bioswales.
- 4.2.1.4 Construct a minimum of (1,600) square feet of rain garden.
- 4.2.2 The Twain Harte Community Services District shall construct improvements at Twain Harte Meadows Park designed to capture a minimum of forty-four (44) acre-feet per year of storm water from a minimum of seventy-four (74) acres using the following approaches:

Twain Harte Meadows Park Improvements

- 4.2.2.1 Install a minimum of two (2) rainwater collection systems with associated piping, tank(s), filter(s), electrical facilities, and pump(s) and a combined minimum storage capacity of thirty-six thousand (36,000) gallons.

- 4.2.2.2 Construct a minimum of twenty-eight thousand (28,000) square feet of bioswales.
 - 4.2.2.3 Construct a minimum of nine hundred (900) square feet of bioretention basins.
 - 4.2.2.4 Construct a minimum of one thousand nine hundred fifty (1,950) square feet of permeable pathway for pedestrian travel.
 - 4.2.2.5 Install a minimum of five hundred twenty-five (525) square feet of landscaping with native vegetation.
 - 4.2.2.6 Install a minimum of thirty-three (33) trees.
- 4.2.3 The Twain Harte Community Services District shall construct improvements at Twain Harte Elementary School designed to capture a minimum of twenty-five (25) acre-feet per year of storm water from a minimum of one hundred fifty-eight (158) acres using the following approaches:

Twain Harte Elementary School Improvements

- 4.2.3.1 Install a minimum of two (2) rain and or storm water collection systems with associated piping, tank(s), filter(s), and pump(s) and a combined minimum storage capacity of sixty-three thousand (63,000) gallons.
 - 4.2.3.2 Construct a minimum of two thousand five hundred seventy-five (2,575) square feet of bioswales.
 - 4.2.3.3 Install a minimum of nine thousand six hundred fifty (9,650) square feet of drought tolerant landscaping.
- 4.2.4 The Twain Harte Community Services District shall construct improvements to the Twain Harte Storm Drain designed to capture a minimum of four hundred twenty-six (426) acre-feet per year of storm water from a minimum of three hundred thirty-four (334) acres using the following approaches:

Twain Harte Storm Drain Rehabilitation

- 4.2.4.1 Replace a minimum of one hundred sixty-five (165) linear feet of curb and gutter to direct flows towards catch basins mentioned in item 4.2.4.2.
- 4.2.4.2 Replace a minimum of two (2) catch basins.

- 4.2.4.3 Install a minimum of two thousand four hundred fifty (2,450) linear feet of piping and thirty-one (31) tie-ins to rehabilitate existing storm drains.
- 4.3 Complete the one hundred percent (100%) design plans and specifications and prepare a summary identifying: any changes from the sixty percent (60%) plans, including describing any changes that may affect the Project quantities and benefits listed in Item 4.2; and final secured match sources and amounts that will satisfy Match Contribution. Submit the one hundred percent (100%) design plans and specifications and summary of changes and match for the Project to the Project Manager for approval.
- 4.4 Complete the bid documents in accordance with the approved design plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Project Manager.
- 4.5 Comply with the Department of General Services, Division of State Architect (DSA) process for design plan approval, if required.
 - 4.5.1 Submit design plans and specifications approved in Item 4.2 to DSA for approval, or;
 - 4.5.2 Provide a letter certifying the Project is exempt from DSA review and the basis for the exemption to the Project Manager.
- 4.6 Submit proof of design plan approval received from DSA, if required, including comments or changes, electronically to the Project Manager prior to preparing the bid documents in Item 4.3.

Construction and Implementation

- 5.1 Award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Project Manager.
- 5.2 Construct the Project in accordance with the approved design plans and specifications in Item 4.3 after obtaining environmental clearance in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.
- 5.3 Submit any proposed changes that arise during construction that may affect the Project's benefits listed in Item 4.2, schedule, or costs to the Project Manager for approval.

- 5.4 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Project Manager.
- 5.5 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its useful life and submit to the Project Manager for approval.

Stakeholder Outreach

- 6.1 Install a minimum of twenty-five (25) interpretive educational signage describing the benefits of the Project. Submit draft design of interpretive signage to the Project Manager for comment prior to installation.
 - 6.1.1 Submit photo documentation of the installed signage to the Project Manager.
- 6.2 Install a minimum of seven (7) hands-on educational exhibits demonstrating the natural processes involved and benefits of the Project. Submit draft design of hands-on exhibits to the Project Manager for comment and approval prior to installation.
 - 6.2.1 Submit photo documentation of the installed exhibits to the Project Manager.
- 6.3 Develop and implement educational curriculum to inform the public of the purpose of the Project; LID construction; and long-term maintenance of the Project.
 - 6.3.1 Submit curriculum materials and documentation of implementation to the Project Manager.
- 6.4 Conduct a minimum of five (5) community workshops/trainings to inform the public of the purpose of the Project; how to implement LIDs; and associated long-term maintenance of the Project and similar LIDs.
 - 6.4.1 Submit workshop/training materials and documentation of attendance to the Project Manager.
- 6.5 Develop and distribute a web-based platform to inform the public of the purpose and associated benefits of the Project.
 - 6.5.1 Submit web links to the Project Manager.

A.3 ACKNOWLEDGEMENTS AND SIGNAGE

A.3.1 Acknowledgements.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part under Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

A.3.2 Signage.

- (a) The Recipient shall place a sign at least four (4) feet tall by eight (8) feet wide made of ¾-inch-thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



- (b) “Funding for this project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board.”
- (c) The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

A.4 REPORTS.

A.4.1 Progress Reports.

The Recipient shall submit quarterly progress reports, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no Project-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.

A.4.2 As Needed Reports.

The Recipient must provide expeditiously any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the State or federal government.

A.4.3 Final Reports.

- (a) At the conclusion of the Project, the Recipient must submit the following to the Project Manager:
 - (1) Draft Final Project Report. Prepare and submit to the Project Manager, for comment, a draft Final Project Report in a format provided by the Project Manager.
 - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system.
 - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Project Manager and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.
 - (4) Final Project Inspection and Certification. Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify

that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Project Manager.

- (b) If the Recipient fails to submit a timely Final Project Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.3. DATES AND DELIVERABLES.

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete the Project.
- (c) The following dates are established as on the Cover Page of this Agreement:
 - (1) Eligible Work Start Date
 - (2) Work Completion Date
 - (3) Final Reimbursement Request Date
 - (4) Records Retention End Date
- (d) The Recipient must begin work timely.
- (e) The Recipient must deliver any request for amendment no fewer than 120 days prior to the Work Completion Date.
- (f) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its Final Reimbursement Request to the Division on or before the Final Reimbursement Request Date, unless prior approval has been granted by the Division.

Upon request by the Division, the Recipient shall submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

A.4. SUBMITTAL SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. However, the dates in the “Estimated Due Date” column of this table may be adjusted as necessary during the Reimbursement Period with Project Manager approval. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Reimbursement Request submitted, prior to the Final Reimbursement Request Date set forth in Exhibit B.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A.2 – SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		Ongoing
1.3	Detailed Project Schedule	90 Days After Execution	
1.4	Site Visits		As Needed
1.5	Photo Documentation		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	GPS Information		May 2022
2.2	Monitoring and Reporting Plan		May 2022
2.4	Quality Assurance Project Plan (QAPP)		May 2022
2.5	Water Quality Data Upload to CEDEN		January 2024
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA		
	Twain Harte Elementary School		November 2021
	Twain Harte Meadows Park		Not Applicable
	Twain Harte CSD Office		Not Applicable
	Storm Drain Rehabilitation		October 2021
3.1.2	Final CEQA		
	Twain Harte Elementary School	December 31, 2021	
	Twain Harte Meadows Park	Complete	
	Twain Harte CSD Office	Complete	

Exhibit A

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
	Storm Drain Rehabilitation	November 30, 2021	
3.2	List and Signed Approvals, Entitlements and Permits		
	Twain Harte Elementary School	July 31, 2022	
	Twain Harte Meadows Park	July 31, 2022	
	Twain Harte CSD Office	July 31, 2022	
	Storm Drain Rehabilitation	July 31, 2022	
3.3	Land Appraisals	December 31, 2021	
4.	Planning, Design, and Engineering		
4.1	Design Report		
	Twain Harte Elementary School		April 2022
	Twain Harte Meadows Park		April 2022
	Twain Harte CSD Office		April 2022
	Storm Drain Rehabilitation		April 2022
4.2	60% Plans and Specifications		
	Twain Harte Elementary School	November 30, 2022	
	Twain Harte Meadows Park	April 31, 2022	
	Twain Harte CSD Office	November 30, 2022	
	Storm Drain Rehabilitation	April 31, 2022	
4.3	100% Plans and Specifications		
	Twain Harte Elementary School		February 2023
	Twain Harte Meadows Park		June 2022
	Twain Harte CSD Office		February 2023
	Storm Drain Rehabilitation		June 2022
4.4	Advertised Bid Documents and Bid Summary		
	Twain Harte Elementary School		May 2023
	Twain Harte Meadows Park		August 2022
	Twain Harte CSD Office		May 2023
	Storm Drain Rehabilitation		August 2022
4.5.2	DSA Exemption (If applicable)		April 2023
4.6	DSA Approval (If required)		April 2023
5.	Construction and Implementation		
5.1	Notice(s) to Proceed		
	Twain Harte Elementary School	May 31, 2023	

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
	Twain Harte Meadows Park	August 31, 2022	
	Twain Harte CSD Office	May 31, 2023	
	Storm Drain Rehabilitation	August 31, 2022	
5.3	Proposed Changes During Construction		Ongoing
5.4	As-Built Drawings and Summary of Changes		
	Twain Harte Elementary School	October 31, 2023	
	Twain Harte Meadows Park	October 31, 2023	
	Twain Harte CSD Office	October 31, 2023	
	Storm Drain Rehabilitation	October 31, 2023	
5.5	Operations and Maintenance Plan		
	Twain Harte Elementary School		November 2023
	Twain Harte Meadows Park		November 2023
	Twain Harte CSD Office		November 2023
	Storm Drain Rehabilitation		November 2023
6.	Stakeholder Outreach		
6.1	Draft Design of Interpretive Signage		February 2023
6.1.1	Photo Documentation of Installed Signage		September 2023
6.2	Draft Design of Educational Exhibits		April 2022
6.2.1	Photo Documentation of Installed Educational Exhibits		October 2023
6.3.1	Curriculum Materials and Documentation of Implementation		October 2023
6.4.1	Workshop/Training Materials and Documentation of Attendance		October 2023
6.5.1	Web Link		November 2023
EXHIBIT A.4 – REPORTS			
A.4.1	Progress Reports	Quarterly	
A.4.2	As Needed Information or Reports		As Needed
A.4.3	Final Reports		

Exhibit A

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
A.4.3(1)	Draft Final Project Report	December 31, 2023	
A.4.3(2)	Final Project Report	January 31, 2024	
A.4.3(3)	Final Project Summary	January 31, 2024	
A.4.3(4)	Final Project Inspection and Certification	January 31, 2024	
EXHIBIT B – FUNDING TERMS			
B.1.7(b)(6)	Final Disbursement Request	March 31, 2024	
B.1.7(d)	Disbursement Requests	Quarterly	

A.5 OPERATION AND MAINTENANCE

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS.

B.1.1 Funding Contingency and Other Sources.

- (a) If this Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this agreement.

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 Match Contribution.

- (a) The Recipient agrees to provide a Match Contribution in the amount of the Match Contribution set forth on the Cover Page of this Agreement.
- (b) This Match Contribution amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Contribution changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Project Manager and may require an amendment to this Agreement.

- (c) Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Contribution.
- (d) Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Contribution.
- (e) If, at Work Completion, the Recipient has provided a Match Contribution in an amount that is less than the Match Contribution set forth on the Cover Page of this Agreement, the State Water Board may proportionately reduce the Project Funds amount and/or Recipient's Match Contributions amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B.1.5 Budget Costs.

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	PROJECT FUNDS	MATCH CONTRIBUTION	OTHER FUNDING	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$126,053	\$19,123	\$0	\$145,176
Planning/Design/Engineering/Environmental	\$329,384	\$377,355	\$0	\$706,739
Construction/Implementation	\$3,125,523	\$235,214	\$433,446	\$3,794,183
Monitoring/Performance	\$84,427	\$27,222	\$0	\$111,649
Education/Outreach	\$83,346	\$16,134	\$0	\$99,480
TOTAL	\$3,748,732	\$675,047	\$433,446	\$4,857,226

- (a) Indirect Costs are ineligible for funding under this Agreement.
- (b) The Recipient is prohibited from requesting disbursement amounts that represent the Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.
- (c) Subject to the prior review and approval of the Project Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line Item adjustments approved by the Project Manager must be de minimis, less than 15% of the total Project Funding Amount, and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to the scope of work will require an Agreement

amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Project Manager.

- (d) The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (e) The sum of adjusted line items shall not exceed the total budget amount.
- (f) In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

B.1.6 Contingent Disbursement.

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (c) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the

Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

- (d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
- (e) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.
- (f) The Recipient agrees to ensure that its Final Reimbursement Request is received by the Division no later than the Final Reimbursement Request Date, unless prior approval has been granted by the Division. If the Final Reimbursement Request is not received timely, the undisbursed balance of this Agreement will be deobligated.
- (g) The Recipient is not entitled to interest earned on undisbursed funds.

B.1.7 Reimbursement Procedure.

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement, the Recipient may request reimbursement of any eligible Project Costs as well as to support the Match Contribution as specified in this Exhibit through submission to the State Water Board using the reimbursement request forms provided by the Project Manager.
- (b) Reimbursement Requests must contain the following information:
 - (1) The date of the request;
 - (2) The time period covered by the request, i.e., the term “from” and “to”;
 - (3) The total amount requested;
 - (4) Documentation of Match Contribution used;
 - (5) Original signature and date (in ink) of the Recipient’s Project Director or his/her designee; and

- (6) The Final Reimbursement Request shall be clearly marked "FINAL REIMBURSEMENT REQUEST" and shall be submitted NO LATER THAN the Final Reimbursement Request Date.
- (c) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Project Manager as set forth in Section 4 of this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request submitted. The Project Manager has the responsibility for approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
- (d) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.
- (e) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request as well as to support Match Contributions claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.
- (f) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (g) The Recipient must use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse

Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.

- (h) The Recipient shall submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (i) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.
- (j) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (k) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.
- (l) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of Default and result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. as of the date costs are incurred by the Recipient.
- (m) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.1.8 Withholding of Reimbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;

- (b) Commencement of litigation or a judicial or administrative proceeding related to the Project, that the State Water Board determines may impair the timely satisfaction of the Recipient's obligations under this Agreement;
- (c) Any investigation by State, local, or federal investigators or auditors, or a grand jury relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) A material adverse change in the condition of the Recipient, or the Project, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement,
- (e) The Recipient's material violation of, or threat to materially violate, any provision of this Agreement;
- (f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project;
- (g) An event requiring Notice as set forth in Exhibit C; or
- (h) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All requests for reimbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the immediate repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

B.2. RECIPIENT'S PAYMENT OBLIGATION.

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.3. NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project or Project Assets except upon consent of the Division.

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS AND CONDITIONS

C.1. REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

C.1.4 No Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. The Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

Any financial statements or other financial documentation of the Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 No Other Material Debt.

The Recipient has no Material Obligations other than those set forth in Exhibit D.

C.1.10 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

C.2. DEFAULTS AND REMEDIES.

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- (a) return to the State Water Board any Project Funds received pursuant to this Agreement; and
- (b) pay interest at the highest legal rate on all of the foregoing.

C.2.2 Judicial Remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- (a) by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- (b) by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and
- (c) take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.3 Termination.

This Agreement may be terminated by written notice at any time, at the option of the State Water Board, if:

- (a) the Recipient has received funds as a result of a material misrepresentation in the funding application or other submitted document; or

- (b) upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board.
- (c) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of Project Funds disbursed to the Recipient prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date of full repayment by the Recipient.

C.2.4 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.5 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any dispute of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C.2.6 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.7 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3. STANDARD CONDITIONS.

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the State Auditor, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date or Useful Life of the Project, whichever is longer. The Recipient acknowledges that, except for a subset of information regarding archaeological records and personally identifiable information, the Project records and locations may be public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

- (a) The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:
 - (1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;
 - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all Project Funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to Project Funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project if authorized under this Agreement;
 - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

- (6) If the Recipient uses its own employees, equipment, or resources for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.
- (b) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee and approved as required.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board. Amendment of the Agreement may be required.

C.3.5 Audit.

The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of State or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division. The Recipient must return, or ensure the return of, any audit disallowances within thirty (30) days.

C.3.6 Bonding.

Where construction contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding.

The Recipient must adhere to any applicable State law or local ordinance for competitive bidding and applicable labor laws. If the Recipient is a private entity, any construction contracts related in any way to the Project must be let by competitive bid procedures which assure award of such contracts to the lowest responsive and responsible bidders. The Recipient must not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. The Recipient must provide a full explanation if the Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements and with provisions of the adopted environmental mitigation plan, if any, for the Useful Life of the Project.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that it, its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the Useful Life of the Project. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to the Division.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

- (a) The Recipient may, in writing, appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient must continue with the responsibilities under this Agreement during any dispute.
- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

C.3.15 Environmental Clearance.

No work that is subject to California Environmental Quality Act (CEQA) or the National Environmental Policy Act (NEPA) may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. The Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement. If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim

or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 No Discrimination.

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.) including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.
- (b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- (c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- (d) The Recipient's obligations under this section shall survive the term of this Agreement.
- (e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic

information, gender, gender identity, gender expression, or military and veteran status.

- (f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.22 No Third Party Rights.

This Agreement creates no rights in and grants no remedies to any third party as a beneficiary of this Agreement.

C.3.23 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.24 Notice.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within twenty-four (24) hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division

has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:
- (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - (2) Change of ownership of the Project;
 - (3) Loss, theft, damage, or impairment to Project;
 - (4) Events of Default, except as otherwise set forth in this section;
 - (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;
 - (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or
 - (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- (c) The Recipient must notify the Division in writing within ten (10) business days of the following events:
- (1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the or the Recipient's continued existence;
 - (2) Consideration of dissolution, or disincorporation;
 - (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or
 - (4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
 - (5) The Recipient must notify the Division promptly of any of the following events:

- (6) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- (7) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- (8) [for Construction] Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- (9) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- (10) Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
- (11) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- (12) Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- (13) [for Construction] The award of the prime construction contract for the Project and initiation of construction of the Project; and
- (14) Work Completion, and actual Project Completion.

C.3.25 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project during its Useful Life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such

insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.26 Permits, Subcontracting, and Remedies.

The Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction or implementation begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.27 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.28 Prevailing Wages.

If applicable, the Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. If applicable, the Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. Division of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

C.3.29 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.30 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project, including, but not limited to, payment disputes with contractors and subcontractors. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.31 Related Litigation.

Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.

C.3.32 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. The Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

C.3.33 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.34 Timeliness.

Time is of the essence in this Agreement. The Recipient must expeditiously proceed with and complete the Project. Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

C.3.35 Unenforceable Provision; Severability.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.36 Union Activities.

The Recipient hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. The Recipient certifies that none of the Project Funds will be used to assist, promote, or deter union organizing. If the Recipient incurs costs or makes expenditures to assist, promote, or deter union organizing, the Recipient will maintain records sufficient to show that no reimbursement from Project Funds has been sought for these costs and the Recipient shall provide those records to the Attorney General upon request.

C.3.37 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.38 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4. MISCELLANEOUS STATE REQUIREMENTS.

C.4.1 State Program Requirements for Proposition 1.

- (a) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Project Funds and Match Contributions shall not be used to acquire land via eminent domain.
- (b) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- (c) SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.
- (d) Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.

- (e) Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (f) Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

C.4.2 State Cross-Cutters.

The Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- (a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- (b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- (c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- (d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- (e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- (f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- (g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- (h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

- (i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- (j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- (k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

(l) EXHIBIT D – SPECIAL CONDITIONS

- (m) [for tribes only] Notwithstanding any other provision in this Agreement (including, without limitation, any provision of any Exhibit incorporated in this Agreement by reference) to the contrary, nothing in this Agreement shall be deemed to be a general waiver of the Recipient's sovereign immunity from suit, which immunity is expressly asserted. Provided, however, that for the term of this Agreement the Recipient hereby expressly, unequivocally, and irrevocably provides a limited waiver of sovereign immunity from suit to allow the State Water Board to exercise all of its rights under the terms of this Agreement, and Recipient consents to suit in any court of the State of California for any claim to interpret or to enforce this Agreement through injunctions, damages, or orders for specific performance with the terms of this Agreement. For the purpose of this provision, an order for specific performance may include, but is not limited to, any court order to pay monetary damages in accordance with the terms of this Agreement. This limited waiver shall extend to the State Water Board, and any successors and assigns to this Agreement.

Community Facilities Direct Loan & Grant

What does this program do?

This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial, or business undertakings.

Who may apply for this program?

Eligible borrowers include:

- **Public bodies**
- **Community-based nonprofit corporations**
- **Federally recognized Tribes**

What is an eligible area?

Rural areas including cities, villages, townships, and towns including Federally recognized Tribal lands with no more than 20,000 residents according to the latest [U.S. Census Data](#) are eligible for this program.

How may funds be used?

Funds can be used to purchase, construct, and/or improve essential community facilities, to purchase equipment, and to pay related project expenses.

Examples of essential community facilities include:

- Healthcare facilities such as hospitals, medical clinics, dental clinics, nursing homes, or assisted living facilities
- Public facilities such as town halls, courthouses, airport hangars, or street improvements
- Community support services such as child care centers, community centers, fairgrounds, or transitional housing
- Public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles, or equipment
- Educational services such as museums, libraries, or private schools
- Utility services such as telemedicine or distance learning equipment

- Local food systems such as community gardens, food pantries, community kitchens, food banks, food hubs, or greenhouses

For a complete list see Code of Federal Regulations 7 CFR, Part 1942.17(d) for loans; [7 CFR, Part 3570.62](#) for grants.

What kinds of funding are available?

- Low interest direct loans
- Grants
- A combination of the two above, as well as our [loan guarantee program](#). These may be combined with commercial financing to finance one project if all eligibility and feasibility requirements are met.

What are the funding priorities?

- Priority point system based on population, median household income
- Small communities with a population of 5,500 or less
 - Low-income communities having a median household income below 80% of the state nonmetropolitan median household income.

What are the terms?

Funding is provided through a competitive process.

Direct Loan:

- Loan repayment terms may not be longer than the useful life of the facility, state statutes, the applicants authority, or a maximum of 40 years, whichever is less.
- Interest rates are set by Rural Development, contact us for details and current rates.
- Once the loan is approved, the interest rate is fixed for the entire term of the loan, and is determined by the median household income of the service area.
- There are no pre-payment penalties.
- Contact us for details and current interest rates applicable for your project.

Grant Approval:

Grant funds must be available. Applicant must be eligible for grant assistance, which is provided on a graduated scale with smaller communities with the lowest median household income being eligible for projects with a higher proportion of grant funds. Grant assistance is limited to the following percentages of eligible project costs:

Maximum of 75 percent when the proposed project is:

- Located in a rural community having a population of 5,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 60 percent of the State nonmetropolitan median household income.

Maximum of 55 percent when the proposed project is:

- Located in a rural community having a population of 12,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 70 percent of the State nonmetropolitan median household income.

Maximum of 35 percent when the proposed project is:

- Located in a rural community having a population of 20,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 80 percent of the State nonmetropolitan median household income.

Maximum of 15 percent when the proposed project is:

- Located in a rural community having a population of 20,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 90 percent of the State nonmetropolitan median household income. The proposed project must meet both percentage criteria. Grants are further limited.

Are there additional requirements?

- Applicants must have legal authority to borrow money, obtain security, repay loans, construct, operate, and maintain the proposed facilities
- Applicants must be unable to finance the project from their own resources and/or through commercial credit at reasonable rates and terms
- Facilities must serve rural area where they are/will be located
- Project must demonstrate substantial community support
- Environmental review must be completed/acceptable

How do we get started?

Contact your [local RD office](#) to discuss your specific project. Applications are accepted year round.

Who can answer questions?

Contact your [local RD office](#).

What governs this program?

- Direct Loan: 7 CFR Part 1942, Subpart A
- Grant: 7 CFR Part 3570, Subpart A

NOTE: Because citations and other information may be subject to change, please always consult the program instructions listed in the section above titled “What Governs This Program?” You may also contact your local office for assistance. You will find additional forms, resources, and program information at rd.usda.gov. USDA is an equal opportunity provider, employer, and lender.

USDA ENGINE GRANT/LOAN

New Type 1 Engine	\$	750,000
USDA Grant	\$	225,000
USDA Loan Amount	\$	125,000
District Reserves Payment	\$	400,000

Annual Loan Payment	\$	9,653
15 Years @ 2%		

5-YEAR CAPITAL OUTLAY PLAN

Fire Fund - FY 21/22

	Previously Expended	Projected FY 20-21	Requested FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Out Years 6 to 10	Total
CERT FF Rehab Vehicle	\$ 16,602	\$ 1,040							\$ 17,642
Fire Apparatus Equipment Building	\$ 10,000	\$ 89,279							\$ 99,279
GM Vehicle Replace (Admin Split)		\$ 6,189							\$ 6,189
Replace Fire Station Generator		\$ 17,996							\$ 17,996
Training Parking Lot ^{4,7}	\$ 12,887	\$ -	\$ 275,000						\$ 287,887
Vantage Pointe Equipment Structure ⁵		\$ -	\$ 10,000						\$ 10,000
SCBA Bottle/Harness Replacement ⁶		\$ -	\$ 150,000						\$ 150,000
Fuel/SCBA Fill Station Generator ⁷		\$ 2,000	\$ 14,000						\$ 16,000
Back Wall Excavation & Sealing			\$ 35,000						\$ 35,000
C720A Chief Coverage Vehicle			\$ 8,500						\$ 8,500
New Station Roof				\$ 30,000					\$ 30,000
Burn Prop Expansion				\$ 50,000					\$ 50,000
Reserve Engine Replacement					\$ 100,000				\$ 100,000
Vehicle/Equipment Replacement								\$ 853,300	\$ 853,300
TOTAL CAPITAL OUTLAY	\$ 39,489	\$ 116,504	\$ 492,500	\$ 80,000	\$ 100,000	\$ -	\$ -	\$ 853,300	\$ 1,681,793

NOTES:

- 1 Vehicle/Equipment replacement items match the THCSO Vehicle/Equipment Replacement Plan.
- 2 An inflation factor of 3% per year has been applied to future capital costs.
- 3 Project completed or anticipated to be completed in previous fiscal year.
- 4 Entire project was budgeted in previous fiscal year. New budget requests represent anticipated unspent funds and will be adjusted to reflect actuals at mid-year
- 5 Fire fund portion of shared \$60,000 project
- 6 This project may be covered by grant funding.
- 7 This project is fully grant funded

Twain Harte Community Services District
 FIRE PROJECTIONS
 CONTINUE SEASONAL ENGINEERS / NO USDA ENGINE GRANT

	19/20	20/21	21/22	22/23	23/24	24/25	25/26
	Actuals	Budget	Projections	Projections	Projections	Projections	Projections
Revenue							
Service Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fees	-	-	-	-	-	-	-
Taxes & Assessments	1,146,619	1,135,367	1,190,422	1,214,230	1,238,515	1,263,285	1,288,551
Grants & Donations	47,127	34,545	251,900	-	-	-	-
Other Operating Revenue	130,963	104,374	35,600	8,400	8,400	8,400	8,400
Total Program Revenue	\$ 1,324,709	\$ 1,274,286	\$ 1,477,922	\$ 1,222,630	\$ 1,246,915	\$ 1,271,685	\$ 1,296,951
Administrative Cost Allocation	147	180	180	185	191	197	203
GRAND TOTAL REVENUE	\$ 1,324,856	\$ 1,274,466	\$ 1,478,102	\$ 1,222,815	\$ 1,247,106	\$ 1,271,882	\$ 1,297,154
Expenses							
Salaries	\$ 531,787	\$ 529,464	\$ 522,013	\$ 543,860	\$ 565,046	\$ 575,285	\$ 581,164
Benefits	232,341	229,305	248,349	251,110	261,428	268,186	274,004
Equip, Auto, Maint, & Repairs	148,415	108,550	107,700	110,931	114,259	117,687	121,217
Materials & Supplies	10,171	12,100	12,350	12,721	13,103	13,496	13,901
Outside Services	13,798	27,400	45,300	26,059	26,841	27,646	28,475
Other	68,054	83,500	92,650	95,430	98,293	101,242	104,279
Debt Service	42,365	42,365	84,586	-	-	-	-
Total Program Expenses	\$ 1,046,931	\$ 1,032,684	\$ 1,112,948	\$ 1,040,111	\$ 1,078,970	\$ 1,103,542	\$ 1,123,041
Administrative Cost Allocation	91,016	107,705	116,553	120,688	121,043	125,603	130,225
TOTAL OPERATING EXPENSES	\$ 1,137,948	\$ 1,140,389	\$ 1,229,501	\$ 1,160,799	\$ 1,200,013	\$ 1,229,145	\$ 1,253,266
Total Operating Balance	\$ 186,908	\$ 134,077	\$ 248,601	\$ 62,016	\$ 47,093	\$ 42,738	\$ 43,888
Capital Expenses							
Capital Outlay	129,832	116,504	469,500	80,000	100,000	-	-
Admin Capital Transfer	-	-	-	-	-	-	-
Total Capital Expenses	129,832	116,504	469,500	80,000	100,000	-	-
GRAND TOTAL EXPENSES	\$ 1,267,780	\$ 1,256,893	\$ 1,699,001	\$ 1,240,799	\$ 1,300,013	\$ 1,229,145	\$ 1,253,266
TRANSFER TO/(FROM) RESERVE	\$ 57,076	\$ 17,573	\$ (220,899)	\$ (17,984)	\$ (52,907)	\$ 42,738	\$ 43,888
Capital Reserve Balance	\$ 577,689	\$ 665,780	\$ 444,881	\$ 426,897	\$ 373,989	\$ 416,727	\$ 460,615

Twain Harte Community Services District
 FIRE PROJECTIONS
 CONTINUE SEASONAL ENGINEERS / USDA ENGINE GRANT

	19/20	20/21	21/22	22/23	23/24	24/25	25/26
	Actuals	Budget	Projections	Projections	Projections	Projections	Projections
Revenue							
Service Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fees	-	-	-	-	-	-	-
Taxes & Assessments	1,146,619	1,135,367	1,190,422	1,214,230	1,238,515	1,263,285	1,288,551
Grants & Donations	47,127	34,545	251,900	-	-	-	-
Other Operating Revenue	130,963	104,374	35,600	8,400	8,400	8,400	8,400
Total Program Revenue	\$ 1,324,709	\$ 1,274,286	\$ 1,477,922	\$ 1,222,630	\$ 1,246,915	\$ 1,271,685	\$ 1,296,951
Administrative Cost Allocation	147	180	180	185	191	197	203
GRAND TOTAL REVENUE	\$ 1,324,856	\$ 1,274,466	\$ 1,478,102	\$ 1,222,815	\$ 1,247,106	\$ 1,271,882	\$ 1,297,154
Expenses							
Salaries	\$ 531,787	\$ 529,464	\$ 522,013	\$ 543,860	\$ 565,046	\$ 575,285	\$ 581,164
Benefits	232,341	229,305	248,349	251,110	261,428	268,186	274,004
Equip, Auto, Maint, & Repairs	148,415	108,550	107,700	110,931	114,259	117,687	121,217
Materials & Supplies	10,171	12,100	12,350	12,721	13,103	13,496	13,901
Outside Services	13,798	27,400	45,300	26,059	26,841	27,646	28,475
Other	68,054	83,500	92,650	95,430	98,293	101,242	104,279
Debt Service	42,365	42,365	84,586	9,653	9,653	9,653	9,653
Total Program Expenses	\$ 1,046,931	\$ 1,032,684	\$ 1,112,948	\$ 1,049,764	\$ 1,088,623	\$ 1,113,195	\$ 1,132,694
Administrative Cost Allocation	91,016	107,705	116,553	120,688	121,043	125,603	130,225
TOTAL OPERATING EXPENSES	\$ 1,137,948	\$ 1,140,389	\$ 1,229,501	\$ 1,170,452	\$ 1,209,666	\$ 1,238,798	\$ 1,262,919
Total Operating Balance	\$ 186,908	\$ 134,077	\$ 248,601	\$ 52,363	\$ 37,440	\$ 33,085	\$ 34,235
Capital Expenses							
Capital Outlay	129,832	116,504	869,500	30,000	50,000	-	-
Admin Capital Transfer	-	-	-	-	-	-	-
Total Capital Expenses	129,832	116,504	869,500	30,000	50,000	-	-
GRAND TOTAL EXPENSES	\$ 1,267,780	\$ 1,256,893	\$ 2,099,001	\$ 1,200,452	\$ 1,259,666	\$ 1,238,798	\$ 1,262,919
TRANSFER TO/(FROM) RESERVE	\$ 57,076	\$ 17,573	\$ (620,899)	\$ 22,363	\$ (12,560)	\$ 33,085	\$ 34,235
Capital Reserve Balance	\$ 577,689	\$ 665,780	\$ 44,881	\$ 67,244	\$ 54,683	\$ 87,768	\$ 122,003

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Facility Rental Fee Schedule
POLICY NUMBER: 1065
ADOPTED: September 20, 2005
AMENDED: 7/12/2012, 3/14/2013, 1/9/2014, 8/13/2015, 4/14/2016, 9/8/2016,
 8/10/2017, 6/10/2020
LAST AMENDED: June 9, 2021

1065.10 Purpose

It is the intent of the Board of Directors to make certain District facilities available and affordable for residents, organizations and other local agencies. Facilities such as the Twain Harte Community Center, baseball fields, field concession stand, tennis courts, bocce courts, Eproson Park area and fire/emergency training facilities have inherent on-going expenses that require fees to cover the specific cost of providing reservation and rental services.

It is further the intent of the Board of Directors to establish a facility use fee structure that reflects the actual cost for the District to prepare, maintain and inspect such facilities for the special benefit of those making reservations.

1065.20 Rental Rates

Rental rates for the District's facilities are identified in the Facility Rental Fee Schedule at the end of this policy. Facility rental fees are due at the time of reservation. The fees, terms and conditions detailed in this policy are not subject to waiver by the General Manager except for the following:

- Fundraising or other activities which benefit individuals, groups or organizations affected by a disaster, tragedy or unusual event
- Fundraising or other activities held by organizations, which benefit the District.
- Events sponsored by the District.
- Fees may be waived if renter provides donations and/or other services to the District that sufficiently offset the cost to the District for rental of the facility, as determined by the General Manager.

1065.30 Reservations

Reservations of District facilities may be made up to the date of the event, except seasonal reservations for sports facilities must be made at least thirty (30) days in advance. Reservations are only confirmed once the reservation application, payments and deposits are received.

1065.31 Reservations may be cancelled eleven (11) working days or more prior to the event and a full refund of fees and deposits will be provided.

1065.32 Reservations cancelled within ten (10) working days of the reserved event are subject to a 25% cancellation fee. In such cases, the District will return the deposit and 75% of the applicable rental fee.

1065.33 Employees of the District will be permitted to rent any of the District facilities that are available at the established Resident rate. All other rules stated in this policy apply.

1065.30 User Permit

A User Permit, attached to this policy, shall be submitted to the District for all event reservations. The District's Park Ordinance sets forth the minimum insurance amounts and requirements for reservation of facilities.

1065.40 Facility Inspection

District staff shall inspect facilities before and after reservations and the renting party shall be charged the cost for any damage discovered to the facilities rented or cleanup required to return the rented facility to pre-rental conditions, other than the removal of normal refuse produced and placed in appropriate containers on site.

1065.41 Costs associated with District labor for cleanup and materials and labor for repairs shall be billed on a time and materials basis in accordance with the hourly rates detailed in Policy 1060, Miscellaneous Fee Schedule, plus any refuse disposal costs. The District reserves the right to contract with a third-party contractor for repairs caused by renter negligence and bill the renter the invoice cost of such repairs.

1065.50 Community Center Rental

1065.51 In order to qualify for the Community Center's Recurring Meetings/Use rate, meetings/use must meet the following requirements:

- Must consist of a minimum of 4 separate meetings/uses per year (under one reservation).
- Each meeting/use must last no longer than 3 hours.
- Meetings/uses may only be scheduled Sunday through Thursday.

1065.52 The tables and chairs contained at the Community Center are for use within that facility only and their use is included in the rental fee.

1065.53 Use of the tables and chairs outside the Community Center is only allowed with written authorization provided by the District in advance and additional table/chair rental fees and deposits paid as detailed in this fee schedule. The Community Center must also be reserved for chairs and/or tables to be used outside the building.

1065.54 At the discretion of the General Manager, Twain Harte community volunteer organizations may reasonably use the Community Center without charge. All such organizations must make reservations and obtain permission in advance.

1065.60 Fire/Emergency Training Facility Rental

Agencies reserving fire/emergency training facilities shall meet the following conditions:

- All participants must sign a Training Release of Liability Form provided by the District's Fire Division and instructors must attend a safety briefing before facility use.
- Renting agency must provide a signed letter on agency letterhead from the fire chief or designee that verifies pump testing of apparatus and fit testing of all personnel has been completed within the last 12 months.
- Renting agency shall assume full responsibility for activities and potential incidents.
- Renting agency shall provide all instructors, apparatus, equipment and logistical support.
- Renting agency shall comply with all current Cal OSHA and California State Fire Training instructor requirements, student ratios and personal protective equipment.
- All training must be in compliance with most recent edition of NFPA 1403.
- Renting agency shall identify a point of contact who will be on site at all times during facility use.
- Renting agency shall provide or replace all consumable items needed to use facilities.
- Renting agency will provide portable toilet facilities.
- Renting agency will be responsible for removal and disposal of all debris.

1065.70 Bocce Court Rental

1065.71 Rental of the bocce courts includes use of two sets of bocce balls.

1065.72 District bocce ball sets will be available for public to check out at the District offices during normal business hours. Use of District bocce ball sets are subject to the following rules:

- A \$40 refundable deposit is required to check out each set of balls. Users will forfeit their deposit if ball sets are returned damaged, incomplete, late or not returned.
- Bocce ball sets shall be returned to the District offices during normal business hours no later than 11:30 a.m. on the first business day following check out.

1065.80 Baseball Field Rental – Community Events

Reservations to utilize the baseball field for community and other non-sporting events must comply with the following:

- Events shall not last longer than 48 hours (including set up/tear down).
- Vehicles are not allowed on the grass, except as specifically approved by District staff.
- All measures shall be taken to protect baseball field grass. Renters will be responsible for the entire cost of repairing any damage to grass and/or irrigation.

If a renter desires to reserve the baseball field for community and other non-sporting events lasting longer than specified above or if a renter wishes to hold an event that could significantly impact field conditions, a separate agreement will be required for rental. The agreement will include specific rental conditions and may require higher rental fees and deposits to reasonably protect the District's facilities. Agreements shall be approved by the General Manager.

TWIN HARTE COMMUNITY SERVICES DISTRICT

Facility Rental Fee Schedule

FACILITY ¹	RESIDENT or NON-PROFIT	NON-RESIDENT or FOR-PROFIT
Community Center		
Recurring Meeting/Use ²		
Daily (>1 per week)	\$20 per meeting	\$30 per meeting
Once Weekly	\$15 per meeting	\$25 per meeting
Once Monthly	\$10 per meeting	\$20 per meeting
Individual Event	\$50 per day \$300 per week	\$75 per day \$450 per week
Table and/or Chair Rental	\$50 per day	\$75 per day
Eproson Park³		
Stage Area	\$40 per day	\$80 per day
Community Events (Stage Area & Parking Lot) ⁴	\$100 per day	N/A
Parking Area ⁵	\$40 per day	\$80 per day
Baseball Field		
Individual Event (no lights)	\$50 per day	\$75 per day
Individual Event (with lights)	\$75 per day	\$100 per day
Community Event (field, lights, concession) ⁴	\$100 per day	N/A
Organized Sports (field, lights, concession) ⁶	\$500 per season	N/A
Concession Stand	\$15 per day	\$30 per day
Bocce Courts		
Pavilion + Both Courts	\$40 half day \$75 per day	\$50 half day \$100 per day
Tennis Courts		
One Court	\$15 per hour \$90 per day	\$25 per hour \$150 per day
Fire/Emergency Training Facilities⁷		
Classroom Facilities	\$150 per day	\$150 per day
Vertical Ventilation Prop	\$250 per day	\$250 per day
Fire Behavior Prop	\$600 per day	\$600 per day
Fire Suppression/Tactical Development Prop	\$600 per day	\$600 per day

Notes

- ¹ A refundable \$100 deposit is required for facility rental; \$500 is required for community events.
- ² Recurring Meeting/Use - 3 hour maximum, at least 4 meetings per year, Sunday-Thursday only.
- ³ Playground and skate park must be open for public use at all times
- ⁴ For large community events that require use of most of the parking lot area (separate parking lot rental is not required). Porta-potties may be required depending on event size.
- ⁵ Includes seven parking spaces in front of the stage area (does not include handicap space).
- ⁶ Assumes no comparable donation or servicing of facilities.
- ⁷ Fire training facilities, equipment, personnel and materials may be rented by separate agreement.

User Permit

****Keep this Permit on site with you during rental event****

TWAIN HARTE CSD

P.O. BOX 649
Twain Harte, CA 95383

****Call (209) 588-5558 for facility problems****

Applicant Name		Organization Name	
Street Address		Street Address	
City State Zip		City State Zip	
Contact Person Area Code Telephone		Contact Person Area Code Telephone	

Facility to be Reserved (use facility name from Fee Schedule)	Date(s)	Hours: From - To	Estimated Attendance (Number)	DISTRICT USE ONLY (FEES)

DESCRIPTION OF USE:	TOTAL FEES
	CLEANING DEPOSIT (REFUNDABLE)
	GRAND TOTAL
	AMOUNT PAID
	Cash <input type="checkbox"/> Check <input type="checkbox"/>
	BALANCE DUE

Is alcohol involved in the event? No Served only Sold **ALCOHOL PERMIT YES NO**

GENERAL RULES COVERING USE OF FACILITIES

1. Alcohol is prohibited in the park and District facilities unless specifically approved in this permit. The sale of alcohol is strictly forbidden unless the User has a valid Alcoholic Beverage Permit and provides the District with: 1) Proof of coverage of insurance for the sale of alcoholic beverages and 2) an endorsement to that insurance policy naming the District as an Additionally Insured.
2. All user groups must confine their use to the area(s) for which this permit is issued and all activities must be concluded by _____ p.m.
3. Refunds of User Fees will only be refunded upon _____ days advance notice
4. Refundable User Deposits are required for clean up and/or facility damage. Clean-up is the responsibility of user groups. Rubbish, garbage and litter shall be deposited in designated receptacles. All areas used must be cleaned and returned to original condition to the satisfaction of the District prior to deposit refund. Keys must be returned within _____ days or no refund.
5. No tacks, nails, staples, tapes, etc are allowed on walls, ceilings, or woodwork. No candles are allowed in any facility.
6. Sale of any goods, wares, merchandise or food products, or their solicitation or distribution is prohibited unless specified in this permit. All vendors at Permittee's event shall be the responsibility of the Permittee. Vendors shall be covered by the Permittee's General Liability insurance.
7. Amplified sound is not permitted except as detailed in this permit.
8. All Users will provide the District with certificates of General Liability Insurance, acceptable to the District, naming the District as additionally insured. Policy endorsements may be required for events considered high risk by the District.

CERTIFICATION AND LIABILITY RELEASE

I hereby certify that I have read the rules, regulations, conditions and terms of this User Permit and that I, or the organization which I represent, will abide by them and all other directives of the District which may be communicated to the applicant.

The PERMITEE (the contact person and/or organization) agrees to be solely responsible for any and all liability, claims, losses, demands, damages and costs, including attorney fees, arising out of or resulting from any injury to person or damage to property which arise of its use, including use by vendors, of the Twain Harte Community Services District's property and/or facility/ies. The PERMITEE agrees to defend, indemnify and hold harmless the Twain Harte Community Services District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, whether or not any such claim or action is alleged to have been caused in part by the Twain Harte Community Services District as a party indemnified hereunder.

Signature of Responsible Individual :	Date
Signature of Authorized District Official	Date

Other District Permitted Conditions:

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Facility Rental Fee Schedule

POLICY NUMBER: 1065

ADOPTED: September 20, 2005

AMENDED: July 12, 2012/12/2012, 3/14/2013, 1/9/2014, 8/13/2015, 4/14/2016, 9/8/2016, 8/10/2017, 6/10/2020

~~AMENDED: March 14, 2013~~

~~AMENDED: January 9, 2014~~

~~AMENDED: August 13, 2015~~

~~AMENDED: April 14, 2016~~

~~AMENDED: September 8, 2016~~

~~AMENDED: August 10, 2017~~

~~AMENDED: June 10, 2020~~

LAST AMENDED: June 9, 2021

1065.10 Purpose

It is the intent of the Board of Directors to make certain District facilities available and affordable for residents, organizations and other local agencies. Facilities such as the Twain Harte Community Center, baseball fields, field concession stand, tennis courts, bocce courts, Eproson Park area and fire/emergency training facilities have inherent on-going expenses that require fees to cover the specific cost of providing reservation and rental services.

It is further the intent of the Board of Directors to establish a facility use fee structure that reflects the actual cost for the District to prepare, maintain and inspect such facilities for the special benefit of those making reservations.

1065.20 Rental Rates

Rental rates for the District's facilities are identified in the Facility Rental Fee Schedule at the end of this policy. Facility rental fees are due at the time of reservation. The fees, terms and conditions detailed in this policy are not subject to waiver by the General Manager except for the following:

- Fundraising or other activities which benefit individuals, groups or organizations affected by a disaster, tragedy or unusual event
- Fundraising or other activities held by organizations, which benefit the District.
- Events sponsored by the District.
- Fees may be waived if renter provides donations and/or other services to the District that sufficiently offset the cost to the District for rental of the facility, as determined by the General Manager.

1065.30 Reservations

Reservations of District facilities may be made up to the date of the event, except seasonal reservations for sports facilities must be made at least thirty (30) days in advance. Reservations are only confirmed once the reservation application, payments and deposits are received.

1065.31 Reservations may be cancelled eleven (11) working days or more prior to the event and a full refund of fees and deposits will be provided.

1065.32 Reservations cancelled within ten (10) working days of the reserved event are subject to a 25% cancellation fee. In such cases, the District will return the deposit and 75% of the applicable rental fee.

1065.33 Employees of the District will be permitted to rent any of the District facilities that are available at the established Resident rate. All other rules stated in this policy apply.

1065.30 User Permit

A User Permit, attached to this policy, shall be submitted to the District for all event reservations. The District's Park Ordinance sets forth the minimum insurance amounts and requirements for reservation of facilities.

1065.40 Facility Inspection

District staff shall inspect facilities before and after reservations and the renting party shall be charged the cost for any damage discovered to the facilities rented or cleanup required to return the rented facility to pre-rental conditions, other than the removal of normal refuse produced and placed in appropriate containers on site.

1065.41 Costs associated with District labor for cleanup and materials and labor for repairs shall be billed on a time and materials basis in accordance with the hourly rates detailed in Policy 1060, Miscellaneous Fee Schedule, plus any refuse disposal costs. The District reserves the right to contract with a third-party contractor for repairs caused by renter negligence and bill the renter the invoice cost of such repairs.

1065.50 Community Center Rental

1065.51 In order to qualify for the Community Center's Recurring Meetings/Use rate, meetings/use must meet the following requirements:

- Must consist of a minimum of 4 separate meetings/uses per year (under one reservation).
- Each meeting/use must last no longer than 3 hours.
- Meetings/uses may only be scheduled Sunday through Thursday.

1065.52 The tables and chairs contained at the Community Center are for use within that facility only and their use is included in the rental fee.

1065.53 Use of the tables and chairs outside the Community Center is only allowed with written authorization provided by the District in advance and additional table/chair rental fees and deposits paid as detailed in this fee schedule. The Community Center must also be reserved for chairs and/or tables to be used outside the building.

1065.54 At the discretion of the General Manager, Twain Harte community volunteer organizations may reasonably use the Community Center without charge. All such organizations must make reservations and obtain permission in advance.

1065.60 Fire/Emergency Training Facility Rental

Agencies reserving fire/emergency training facilities shall meet the following conditions:

- All participants must sign a Training Release of Liability Form provided by the District's Fire Division and instructors must attend a safety briefing before facility use.
- Renting agency must provide a signed letter on agency letterhead from the fire chief or designee that verifies pump testing of apparatus and fit testing of all personnel has been completed within the last 12 months.
- Renting agency shall assume full responsibility for activities and potential incidents.
- Renting agency shall provide all instructors, apparatus, equipment and logistical support.
- Renting agency shall comply with all current Cal OSHA and California State Fire Training instructor requirements, student ratios and personal protective equipment.
- All training must be in compliance with most recent edition of NFPA 1403.
- Renting agency shall identify a point of contact who will be on site at all times during facility use.
- Renting agency shall provide or replace all consumable items needed to use facilities.
- Renting agency will provide portable toilet facilities.
- Renting agency will be responsible for removal and disposal of all debris.

1065.70 Bocce Court Rental

1065.71 Rental of the bocce courts includes use of two sets of bocce balls.

1065.72 District bocce ball sets will be available for public to check out at the District offices during normal business hours. Use of District bocce ball sets are subject to the following rules:

- A \$40 refundable deposit is required to check out each set of balls. Users will forfeit their deposit if ball sets are returned damaged, incomplete, late or not returned.
- Bocce ball sets shall be returned to the District offices during normal business hours no later than 11:30 a.m. on the first business day following check out.

1065.80 Baseball Field Rental – Community Events

Reservations to utilize the baseball field for community and other non-sporting events must comply with the following:

- Events shall not last longer than 48 hours (including set up/tear down).
- Vehicles are not allowed on the grass, except as specifically approved by District staff.
- All measures shall be taken to protect baseball field grass. Renters will be responsible for the entire cost of repairing any damage to grass and/or irrigation.

If a renter desires to reserve the baseball field for community and other non-sporting events lasting longer than specified above or if a renter wishes to hold an event that could significantly impact field conditions, a separate agreement will be required for rental. The agreement will include specific rental conditions and may require higher rental fees and deposits to reasonably protect the District's facilities. Agreements shall be approved by the General Manager.

TWAIN HARTE COMMUNITY SERVICES DISTRICT

Facility Rental Fee Schedule

FACILITY¹	RESIDENT or NON-PROFIT	NON-RESIDENT or FOR-PROFIT
Community Center		
Recurring Meeting/Use ²		
Daily (>1 per week)	\$20 per meeting	\$30 per meeting
Once Weekly	\$15 per meeting	\$25 per meeting
Once Monthly	\$10 per meeting	\$20 per meeting
Individual Event	\$50 per day \$300 per week	\$75 per day \$450 per week
Table and/or Chair Rental	\$50 per day	\$75 per day
Eproson Park³		
Stage Area	\$40 per day	\$80 per day
Community Events (Stage Area & Parking Lot) ⁴	\$100 per day	N/A
Parking Area ⁵	\$40 per day	\$80 per day
Baseball Field		
Individual Event (no lights)	\$50 per day	\$75 per day
Individual Event (with lights)	\$75 per day	\$100 per day
Community Event (field, lights, concession) ⁴	\$100 per day	N/A
Organized Sports (field, lights, concession) ⁶	\$500 per season	N/A
Concession Stand	\$15 per day	\$30 per day
Bocce Courts		
Pavilion + Both Courts	\$40 half day	\$50 half day
	\$75 per day	\$100 per day
Tennis Courts		
One Court	\$15 per hour	\$25 per hour
	\$90 per day	\$150 per day
Fire/Emergency Training Facilities⁷		
Classroom Facilities	\$150 per day	\$150 per day
Vertical Ventilation Prop	\$250 per day	\$250 per day
Fire Behavior Prop	\$600 per day	\$600 per day
Fire Suppression/Tactical Development Prop	\$600 per day	\$600 per day

Notes

A refundable \$100 deposit is required for facility rental ~~of any facility~~; \$500 is required for community events.

¹ events.

² Recurring Meeting/Use - 3 hour maximum, at least 4 meetings per year, Sunday-Thursday only.

³ Playground and skate park must be open for public use at all times

⁴ For large community events that are open to the public and require use of most of the parking lot area (separate parking lot rental is not required). Porta-potties may be required depending on event size and/or park area. ~~Separate rental of the parking area is not required for community events.~~

⁵ Includes seven parking spaces in front of the stage area (does not include handicap space).

⁶ Assumes no comparable donation or servicing of facilities.

⁷ Fire training facilities, equipment, personnel and materials may be rented by separate agreement.

User Permit

****Keep this Permit on site with you during rental event****

TWAIN HARTE CSD

P.O.BOX 649
Twain Harte, CA 95383

****Call (209) 588-5558 for facility problems****

Applicant Name		Organization Name	
Street Address		Street Address	
City State Zip		City State Zip	
Contact Person Area Code Telephone		Contact Person Area Code Telephone	

Facility to be Reserved (use facility name from Fee Schedule)	Date(s)	Hours: From - To	Estimated Attendance (Number)	DISTRICT USE ONLY (FEES)

DESCRIPTION OF USE:	TOTAL FEES	
	CLEANING DEPOSIT (REFUNDABLE)	
	GRAND TOTAL	
	AMOUNT PAID	
	Cash <input type="checkbox"/> Check <input type="checkbox"/>	
	BALANCE DUE	
Is alcohol involved in the event? No <input type="checkbox"/> Served only <input type="checkbox"/> Sold <input type="checkbox"/>		ALCOHOL PERMIT YES <input type="checkbox"/> NO <input type="checkbox"/>

GENERAL RULES COVERING USE OF FACILITIES

1. Alcohol is prohibited in the park and District facilities unless specifically approved in this permit. The sale of alcohol is strictly forbidden unless the User has a valid Alcoholic Beverage Permit and provides the District with: 1) Proof of coverage of insurance for the sale of alcoholic beverages and 2) an endorsement to that insurance policy naming the District as an Additionally Insured.

2. All user groups must confine their use to the area(s) for which this permit is issued and all activities must be concluded by _____ p.m.

3. Refunds of User Fees will only be refunded upon _____ days advance notice

4. Refundable User Deposits are required for clean up and/or facility damage. Clean-up is the responsibility of user groups. Rubbish, garbage and litter shall be deposited in designated receptacles. All areas used must be cleaned and returned to original condition to the satisfaction of the District prior to deposit refund. Keys must be returned within _____ days or no refund.

5. No tacks, nails, staples, tapes, etc are allowed on walls, ceilings, or woodwork. No candles are allowed in any facility.

6. Sale of any goods, wares, merchandise or food products, or their solicitation or distribution is prohibited unless specified in this permit. All vendors at Permittee's event shall be the responsibility of the Permittee. Vendors shall be covered by the Permittee's General Liability insurance.

7. Amplified sound is not permitted except as detailed in this permit.

8. All Users will provide the District with certificates of General Liability Insurance, acceptable to the District, naming the District as additionally insured. Policy endorsements may be required for events considered high risk by the District.

CERTIFICATION AND LIABILITY RELEASE

I hereby certify that I have read the rules, regulations, conditions and terms of this User Permit and that I, or the organization which I represent, will abide by them and all other directives of the District which may be communicated to the applicant.

The PERMITEE (the contact person and/or organization) agrees to be solely responsible for any and all liability, claims, losses, demands, damages and costs, including attorney fees, arising out of or resulting from any injury to person or damage to property which arise of its use, including use by vendors, of the Twain Harte Community Services District's property and/or facility/ies. The PERMITEE agrees to defend, indemnify and hold harmless the Twain Harte Community Services District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, whether or not any such claim or action is alleged to have been caused in part by the Twain Harte Community Services District as a party indemnified hereunder.

Signature of Responsible Individual :	Date
Signature of Authorized District Official	Date

Other District Permitted Conditions:

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Facility Rental Fee Schedule
POLICY NUMBER: 1065
ADOPTED: September 20, 2005
AMENDED: 7/12/2012, 3/14/2013, 1/9/2014, 8/13/2015, 4/14/2016, 9/8/2016,
8/10/2017, 6/10/2020
LAST AMENDED: June 9, 2021

1065.10 Purpose

It is the intent of the Board of Directors to make certain District facilities available and affordable for residents, organizations and other local agencies. Facilities such as the Twain Harte Community Center, baseball fields, field concession stand, tennis courts, bocce courts, Eproson Park area and fire/emergency training facilities have inherent on-going expenses that require fees to cover the specific cost of providing reservation and rental services.

It is further the intent of the Board of Directors to establish a facility use fee structure that reflects the actual cost for the District to prepare, maintain and inspect such facilities for the special benefit of those making reservations.

1065.20 Rental Rates

Rental rates for the District's facilities are identified in the Facility Rental Fee Schedule at the end of this policy. Facility rental fees are due at the time of reservation. The fees, terms and conditions detailed in this policy are not subject to waiver by the General Manager except for the following:

- Fundraising or other activities which benefit individuals, groups or organizations affected by a disaster, tragedy or unusual event
- Fundraising or other activities held by organizations, which benefit the District.
- Events sponsored by the District.
- Fees may be waived if renter provides donations and/or other services to the District that sufficiently offset the cost to the District for rental of the facility, as determined by the General Manager.

1065.30 Reservations

Reservations of District facilities may be made up to the date of the event, except seasonal reservations for sports facilities must be made at least thirty (30) days in advance. Reservations are only confirmed once the reservation application, payments and deposits are received.

1065.31 Reservations may be cancelled eleven (11) working days or more prior to the event and a full refund of fees and deposits will be provided.

1065.32 Reservations cancelled within ten (10) working days of the reserved event are subject to a 25% cancellation fee. In such cases, the District will return the deposit and 75% of the applicable rental fee.

1065.33 Employees of the District will be permitted to rent any of the District facilities that are available at the established Resident rate. All other rules stated in this policy apply.

1065.30 User Permit

A User Permit, attached to this policy, shall be submitted to the District for all event reservations. The District's Park Ordinance sets forth the minimum insurance amounts and requirements for reservation of facilities.

1065.40 Facility Inspection

District staff shall inspect facilities before and after reservations and the renting party shall be charged the cost for any damage discovered to the facilities rented or cleanup required to return the rented facility to pre-rental conditions, other than the removal of normal refuse produced and placed in appropriate containers on site.

1065.41 Costs associated with District labor for cleanup and materials and labor for repairs shall be billed on a time and materials basis in accordance with the hourly rates detailed in Policy 1060, Miscellaneous Fee Schedule, plus any refuse disposal costs. The District reserves the right to contract with a third-party contractor for repairs caused by renter negligence and bill the renter the invoice cost of such repairs.

1065.50 Community Center Rental

1065.51 In order to qualify for the Community Center's Recurring Meetings/Use rate, meetings/use must meet the following requirements:

- Must consist of a minimum of 4 separate meetings/uses per year (under one reservation).
- Each meeting/use must last no longer than 3 hours.
- Meetings/uses may only be scheduled Sunday through Thursday.

1065.52 The tables and chairs contained at the Community Center are for use within that facility only and their use is included in the rental fee.

1065.53 Use of the tables and chairs outside the Community Center is only allowed with written authorization provided by the District in advance and additional table/chair rental fees and deposits paid as detailed in this fee schedule. The Community Center must also be reserved for chairs and/or tables to be used outside the building.

1065.54 At the discretion of the General Manager, Twain Harte community volunteer organizations may reasonably use the Community Center without charge. All such organizations must make reservations and obtain permission in advance.

1065.60 Fire/Emergency Training Facility Rental

Agencies reserving fire/emergency training facilities shall meet the following conditions:

- All participants must sign a Training Release of Liability Form provided by the District's Fire Division and instructors must attend a safety briefing before facility use.
- Renting agency must provide a signed letter on agency letterhead from the fire chief or designee that verifies pump testing of apparatus and fit testing of all personnel has been completed within the last 12 months.
- Renting agency shall assume full responsibility for activities and potential incidents.
- Renting agency shall provide all instructors, apparatus, equipment and logistical support.
- Renting agency shall comply with all current Cal OSHA and California State Fire Training instructor requirements, student ratios and personal protective equipment.
- All training must be in compliance with most recent edition of NFPA 1403.
- Renting agency shall identify a point of contact who will be on site at all times during facility use.
- Renting agency shall provide or replace all consumable items needed to use facilities.
- Renting agency will provide portable toilet facilities.
- Renting agency will be responsible for removal and disposal of all debris.

1065.70 Bocce Court Rental

1065.71 Rental of the bocce courts includes use of two sets of bocce balls.

1065.72 District bocce ball sets will be available for public to check out at the District offices during normal business hours. Use of District bocce ball sets are subject to the following rules:

- A \$40 refundable deposit is required to check out each set of balls. Users will forfeit their deposit if ball sets are returned damaged, incomplete, late or not returned.
- Bocce ball sets shall be returned to the District offices during normal business hours no later than 11:30 a.m. on the first business day following check out.

1065.80 Baseball Field Rental – Community Events

Reservations to utilize the baseball field for community and other non-sporting events must comply with the following:

- Events shall not last longer than 48 hours (including set up/tear down).
- Vehicles are not allowed on the grass, except as specifically approved by District staff.
- All measures shall be taken to protect baseball field grass. Renters will be responsible for the entire cost of repairing any damage to grass and/or irrigation.

If a renter desires to reserve the baseball field for community and other non-sporting events lasting longer than specified above or if a renter wishes to hold an event that could significantly impact field conditions, a separate agreement will be required for rental. The agreement will include specific rental conditions and may require higher rental fees and deposits to reasonably protect the District's facilities. Agreements shall be approved by the General Manager.

TWIN HARTE COMMUNITY SERVICES DISTRICT

Facility Rental Fee Schedule

FACILITY ¹	RESIDENT or NON-PROFIT	NON-RESIDENT or FOR-PROFIT
Community Center		
Recurring Meeting/Use ²		
Daily (>1 per week)	\$20 per meeting	\$30 per meeting
Once Weekly	\$15 per meeting	\$25 per meeting
Once Monthly	\$10 per meeting	\$20 per meeting
Individual Event	\$50 per day \$300 per week	\$75 per day \$450 per week
Table and/or Chair Rental	\$50 per day	\$75 per day
Eproson Park³		
Stage Area	\$40 per day	\$80 per day
Stage Area & Parking Lot (Community Events) ⁴	\$100 per day	N/A
Parking Area ⁵	\$40 per day	\$80 per day
Baseball Field		
Individual Event (no lights)	\$50 per day	\$75 per day
Individual Event (with lights)	\$75 per day	\$100 per day
Community Event (field, lights, concession) ⁴	\$100 per day	N/A
Organized Sports (field, lights, concession) ⁶	\$500 per season	N/A
Concession Stand	\$15 per day	\$30 per day
Bocce Courts		
Pavilion + Both Courts	\$40 half day \$75 per day	\$50 half day \$100 per day
Tennis Courts		
One Court	\$15 per hour \$90 per day	\$25 per hour \$150 per day
Fire/Emergency Training Facilities⁷		
Classroom Facilities	\$150 per day	\$150 per day
Vertical Ventilation Prop	\$250 per day	\$250 per day
Fire Behavior Prop	\$600 per day	\$600 per day
Fire Suppression/Tactical Development Prop	\$600 per day	\$600 per day

Notes

- ¹ A refundable \$100 deposit is required for rental of any facility.
- ² Recurring Meeting/Use - 3 hour maximum, at least 4 meetings per year, Sunday-Thursday only.
- ³ Playground and skate park must be open for public use at all times
- ⁴ For large community events that require use of most of the parking lot area (separate parking lot rental is not required). Porta-potties may be required depending on event size.
- ⁵ Includes seven parking spaces in front of the stage area (does not include handicap space).
- ⁶ Assumes no comparable donation or servicing of facilities.
- ⁷ Fire training facilities, equipment, personnel and materials may be rented by separate agreement.

User Permit

****Keep this Permit on site with you during rental event****

TWAIN HARTE CSD

P.O. BOX 649
Twain Harte, CA 95383

****Call (209) 588-5558 for facility problems****

Applicant Name		Organization Name	
Street Address		Street Address	
City State Zip		City State Zip	
Contact Person Area Code Telephone		Contact Person Area Code Telephone	

Facility to be Reserved (use facility name from Fee Schedule)	Date(s)	Hours: From - To	Estimated Attendance (Number)	DISTRICT USE ONLY (FEES)

DESCRIPTION OF USE:	TOTAL FEES
	CLEANING DEPOSIT (REFUNDABLE)
	GRAND TOTAL
	AMOUNT PAID
	Cash <input type="checkbox"/> Check <input type="checkbox"/>
	BALANCE DUE

Is alcohol involved in the event? No Served only Sold **ALCOHOL PERMIT YES NO**

GENERAL RULES COVERING USE OF FACILITIES

- Alcohol is prohibited in the park and District facilities unless specifically approved in this permit. The sale of alcohol is strictly forbidden unless the User has a valid Alcoholic Beverage Permit and provides the District with: 1) Proof of coverage of insurance for the sale of alcoholic beverages and 2) an endorsement to that insurance policy naming the District as an Additionally Insured.
- All user groups must confine their use to the area(s) for which this permit is issued and all activities must be concluded by _____ p.m.
- Refunds of User Fees will only be refunded upon _____ days advance notice
- Refundable User Deposits are required for clean up and/or facility damage. Clean-up is the responsibility of user groups. Rubbish, garbage and litter shall be deposited in designated receptacles. All areas used must be cleaned and returned to original condition to the satisfaction of the District prior to deposit refund. Keys must be returned within _____ days or no refund.
- No tacks, nails, staples, tapes, etc are allowed on walls, ceilings, or woodwork. No candles are allowed in any facility.
- Sale of any goods, wares, merchandise or food products, or their solicitation or distribution is prohibited unless specified in this permit. All vendors at Permittee's event shall be the responsibility of the Permittee. Vendors shall be covered by the Permittee's General Liability insurance.
- Amplified sound is not permitted except as detailed in this permit.
- All Users will provide the District with certificates of General Liability Insurance, acceptable to the District, naming the District as additionally insured. Policy endorsements may be required for events considered high risk by the District.

CERTIFICATION AND LIABILITY RELEASE

I hereby certify that I have read the rules, regulations, conditions and terms of this User Permit and that I, or the organization which I represent, will abide by them and all other directives of the District which may be communicated to the applicant.

The PERMITEE (the contact person and/or organization) agrees to be solely responsible for any and all liability, claims, losses, demands, damages and costs, including attorney fees, arising out of or resulting from any injury to person or damage to property which arise of its use, including use by vendors, of the Twain Harte Community Services District's property and/or facility/ies. The PERMITEE agrees to defend, indemnify and hold harmless the Twain Harte Community Services District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, whether or not any such claim or action is alleged to have been caused in part by the Twain Harte Community Services District as a party indemnified hereunder.

Signature of Responsible Individual :	Date
Signature of Authorized District Official	Date

Other District Permitted Conditions:

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

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

2082.10 PURPOSE

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

2082.20 ACKNOWLEDGEMENT AND REVIEW

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

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

2082.30 DEFINITIONS

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

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

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

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

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

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

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

2082.40 NO RIGHT TO PRIVACY

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

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

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

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

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

2082.50 APPROPRIATE USE GUIDELINES

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

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

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

2082.60 INAPPROPRIATE USE RESTRICTIONS

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

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

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

2082.70 PERSONAL USE OF SOCIAL MEDIA

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

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

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

1. Employees are free to express themselves as private citizens on social media sites to the degree that their speech does not impair working relationships of

the District, impede the performance of duties, impair discipline and harmony among co-workers, or negatively affect the public perception of the District.

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

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

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

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

2082.80 VIOLATIONS

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

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Internet, Email and ~~Social Media and Electronic Communication~~
~~Ethics, Usage and~~
~~Security~~

POLICY NUMBER: 2082

ADOPTED: May 14, 2009

AMENDED: ~~March 8, 2012~~ 3/8/2012, 1/10/2013, 9/8/2016

AMENDED: ~~January 10, 2013~~

REVIEWED: ~~December 10, 2015~~ 12/10/2015, 12/14/2017

REVISED: ~~September 8, 2016~~

REVIEWED: ~~December 14, 2017~~

REVISED LAST AMENDED:
 November 12, 2020

2082.10 PURPOSE

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

~~2082.10 Twain Harte Community Services and makes it a more profitable and successful local public agency. However, the misuses of these resources have the potential to harm the District's short and long-term success.~~

~~2082.11~~

~~2082~~ The District has established this ethics, usage and security policy to ensure that all District employees use the electronic communication computer resources, which the District has provided its employees, such as the internet, specifically social media and email, in an ethical, legal and appropriate manner. This policy defines acceptable and unacceptable use of the internet, email and other electronic communications.

2082.20 ACKNOWLEDGEMENT AND REVIEW

~~2082.30~~ This policy also establishes the steps the District may take for inappropriate use of the internet and email.

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

~~follow this policy may lead to disciplinary action, up to and including, immediate termination.~~

~~2082.20~~**2082.22** Review. The District Board shall review this policy annually. At the same time as the Board's review or any time after the Board revises this policy, all District employees shall re-read the policy and acknowledge their review in writing.

2082.30 DEFINITIONS

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

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

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

2082.34 Social Media. A category of internet-based resources that enable the user to generate content and encourage other user participation. This includes, but is not limited to, social networking sites: Facebook, Instagram, Twitter, YouTube and other sites. (There are thousands of these types of sites and this is only a short list.)

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

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

2082.40 NO RIGHT TO PRIVACY

~~2082.40~~**2082.41** Employees do not have any right to privacy in ~~any~~ District internet, email and social media use. This includes, but is not limited to internet sites visited, downloads and email messages produced, sent or received through the District's email system or the District's servers and network.

~~2082.41~~**2082.42** ~~Employee access to the internet and email is controlled by use of a password. The existence of a password does not mean that employees should have any expectation of privacy.~~ The District maintains administrative controls to email and internet and may reset passwords to access accounts at any time. -Employees must disclose passwords to systems, software and sites not directly controlled by the District.

~~2082.42~~**2082.43** -Employees access to and use of the internet, email and other electronic communications (including all associated content) will be monitored frequently to promote the administration of the District, its business and policies.

~~2082.43~~**2082.44** ~~The Deleting an email message does not necessarily mean the message cannot be retrieved from the District's computer system. For a specific period of time, the~~ District retains backup copies of all documents, including email messages produced, sent, ~~and~~ received, ~~and deleted on~~ ~~through~~ the District's ~~computer~~ email system, in accordance with the District's Records Retention Policy.

~~2082.44~~**2082.45** It is advisable for all employees of the District to remind customers/clients/ contractors that email and/or documents sent to the District are not confidential.

2082.50 APPROPRIATE USE GUIDELINES

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

1. Correspondence with customers (and others) through the District's email system may be considered part of the District's public records and should be treated as such.
2. When employees communicate using email or other features of the internet, the employee must be extremely mindful of the image being portrayed of the District.
3. Email and any attachments are subject to the same ethical and legal concerns and standards of good conduct as memos, letters and other paper-based documents. Employees shall not transmit information in an email that should not be written in a letter, memorandum or document available to the public.
4. Be aware of the content placed within an email. Email, once transmitted, can be printed, forwarded and disclosed by the receiving party without the consent of the sender.
5. Employees shall take all necessary steps to prevent unauthorized disclosure of confidential or privileged information.
6. Employees are to be continually aware of phishing scams and other methods hackers use to compromise security and shall consider such scams before downloading or opening files and other items on their computers to prevent the introduction of computer viruses.
7. Emails that employees need to retrieve from their personal internet accounts must be retrieved via that user's personal internet account.
8. Employees will only access the internet using the approved internet browser. Any other browser being used on a workstation will be promptly removed.
9. Employees will only download information and/or publications for official business purposes.

4.10. Employees will respect all copyright and license agreements regarding software or publication that they access or download from the internet. The District will not condone violations of copyright laws and licenses and the employee will be personally liable for any fines or sanctions caused by the license or copyright infringement. Any software or publication, which is downloaded onto District computer resources, becomes the sole property of the District.

2082.60 INAPPROPRIATE USE RESTRICTIONS

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

1. Accessing internet sites that contain pornography, exploit children or that would generally be regarded in the community as offensive, or for which there is no official business purpose to access.
2. Participating in any profane, defamatory, harassing, illegal, discriminatory or offensive activity or any activity that is inconsistent in any way with the District's policies (i.e. Policy #2002 Discrimination, Policy #2170 Sexual Harassment, Policy #2215 Harassment).
3. Using speech containing obscene or sexually explicit language, images, or acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias against any protected class of individuals.
4. Using speech involving themselves or other District personnel reflecting behavior that would reasonably be considered reckless or irresponsible.
5. Transmitting offensive messages of any kind.
6. Posting, downloading or viewing inappropriate pictures or images.
7. Using email or the internet to distribute copyrighted materials.
8. Using email, internet or social media for inappropriate or unauthorized advertising and promotion of the District or others.
9. Using email, internet or social media for personal commercial activity.
10. Using another employee's username/account without express permission of the user or systems administrator.
11. Receiving and/or downloading executable files and programs without express permission of the systems administrator. This includes, but is not limited to, software programs and software upgrades. This does not include email and/or documents received via email and the internet. All downloaded files must be scanned for viruses.

12. Exploiting security weaknesses of the District's computer systems and network and/or other networks or computers outside the District.

13. Using internet, email and/or social media in a manner that interferes with the timely and efficient performance of job duties. Access to these resources is not a benefit of employment with the District.

~~2082.31 Employees shall not use the internet or email in an inappropriate manner. (If a question, refer to Department Head for determination of "inappropriate"). Inappropriate use of the internet and email includes, but is not limited to:~~

~~2082.31.1—Accessing internet sites that contain pornography, exploit children or that would generally be regarded in the community as offensive, or for which there is no official business purpose to access.~~

~~2082.31.2—Participating in any profane, defamatory, harassing, illegal, discriminatory or offensive activity or any activity that is inconsistent in any way with the District's policies (i.e. Policy #2170 on Sexual Harassment).~~

~~2082.31.3—Exploiting security weaknesses of the District's computing resources and/or other networks or computers outside the District.~~

~~2082.31.4—Use of the internet should not interfere with the timely and efficient performance of job duties. Access to the internet and email is not a benefit of employment with the District.~~

~~2082.34—Correspondence with The internet and email provide means by which employees of the District may communicate with its customers (general public). Messages to or from customers through the District's email system may be considered part of the District's public business records and should be treated as such.~~

~~2082.36—Email and any attachments are subject to the same ethical and legal concerns and standards of good conduct as memos, letters and other paper-based documents. Email can be forwarded to others, printed on paper and is subject to possible discovery during lawsuits in which the District may be involved.~~

~~2082.37—Currently, all District emails being sent are not encrypted. Unencrypted electronic mail is not a secure way of exchanging information or files. Due to the way internet data is routed, all messages are subject to "eavesdropping." Messages may be "stolen" as they temporarily reside on host machines waiting to be routed to their destination, or they may be purposefully intercepted from the internet during transfer to the recipient. It is possible for someone other than the intended recipient to capture, store, read, alter and/or re-distribute your message. Do not transmit information in an electronic mail message that should not be written in a letter, memorandum or document available to the public.~~

~~2082.38~~ Email, once transmitted, can be printed, forwarded and disclosed by the receiving party without the consent of the sender. Use caution in addressing messages to ensure that messages are not inadvertently sent to the wrong person.

~~2082.39~~ Use of electronic mail or the internet to distribute copyrighted materials is prohibited.

~~2082.40~~ Electronic Communication

~~2082.41~~ Each user should take the necessary steps to prevent unauthorized disclosure of confidential or privileged information.

~~2082.42~~ Use of electronic mail or the internet to send offensive messages of any kind is prohibited.

~~2082.43~~ Use of electronic mail or the internet for inappropriate or unauthorized advertising and promotion of the District is prohibited.

~~2082.44~~ When District employees communicate using electronic mail or other features of the internet, the employee must be extremely mindful of the image being portrayed of the District.

~~2082.45~~ Computer viruses can become attached to executable files and program files. Receiving and/or downloading executable files and programs via electronic mail or the internet without express permission of the systems administrator is prohibited. This includes, but is not limited to, software programs and software upgrades. This does not include email and/or documents received via email and the internet. All downloaded files must be scanned for viruses.

~~2082~~The District has established this ethics, usage and security policy to ensure that all District employees use the electronic communication computer resources, which the District has provided its employees, such as the internet, specifically social media and email, in an ethical, legal and appropriate manner. This policy defines acceptable and unacceptable use of the internet, email and other electronic communications.

2082.70 **PERSONAL USE OF SOCIAL MEDIA**

~~2082.30~~ This policy also establishes the steps the District may take for inappropriate use of the internet and email.

2082.71 Purpose and Philosophy. Social media provides a valuable means of assisting the District and its personnel in gathering community information and other related organizational and community objectives. This policy section identifies possible uses of social media that may be ~~evaluated and utilized as~~ deemed necessary by administrative and supervisory personnel. ~~This District also recognizes the role that social media tools may play in the personal lives of personnel. The personal use of social media can have an effect on personnel in their official capacity. This policy is a means to provide a precautionary nature, as well as restrictions and prohibitions on the use of social media by personnel. Failure to follow this policy may lead to disciplinary action, up to and including, immediate termination.~~

2082.72 Employee Responsibility. The proper functioning of any public agency relies upon the public's confidence and trust in the individuals and the agency to provide effective service and protection. Any matter, which brings the integrity of District personnel ~~, or this department,~~ into question, has the corresponding effect of reducing public confidence and trust, impeding the ability to work and serve the public. ~~Professionalism is the most significant factor in providing the highest level of service to the public, which in turn builds public trust and confidence.~~ While employees have the right to use personal/social networking web pages or sites, as members of the District, they are encouraged to remember their position of public responsibility, trust, and transparency when using personal social media. ~~are public servants who are held to a higher standard than the general public with regard to general conduct and ethical standards. It is the policy of the District to~~**Employees shall** maintain a level of professionalism in both on and off-duty conduct. Employees shall not engage in conduct that contradicts or impedes the mission of the District.

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

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

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

~~2082.63 Definitions~~

~~**Blog:** A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments. **Post:** Content an individual shares on a social media site or the act of publishing content on a site.~~

~~**Profile:** Information that a user provides about himself or herself on a social networking site.~~

~~**Social Media:** A category of internet-based resources that enable the user to generate content and encourage other user participation. This includes, but is not limited to, social networking sites: Facebook, Instagram, Twitter, YouTube, blogs and other sites. (There are thousands of these types of sites and this is only a short list.)~~

~~**Social Networks:** Platforms where users can create profiles and, share information and socialize with others using a range of technologies.~~

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

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

7. Using social media while engaged in District work activities, except when such use is directly related to performance of District work activities. Access to social media sites on a personal device should only occur during breaks or absolute down time (firefighters only) as you would use a personal cell phone when on duty. It is inappropriate to post statuses or to view social networking profiles while engaged in District work activity.

~~2082.64 Personal Use - Precautions and Prohibitions~~

~~2082.64.1 District personnel shall be aware of the following when using social media:~~

~~a) District personnel are free to express themselves as private citizens on social media sites to the degree that their speech does not impair working relationships of the District for which loyalty and confidentiality are important, impede the performance of duties, impair discipline and harmony among co-workers or negatively affect the public perception of the District.~~

~~b) As public employees, District personnel are cautioned that their speech either on or off duty, and in the course of their official duties that has a nexus to the employee's professional duties and responsibilities may not necessarily be protected speech under the First Amendment.~~

~~c) District personnel should assume that their speech and related activity on social media sites will reflect upon their position within the District. District personnel should be mindful that their speech becomes part of the worldwide web.~~

~~d) Check your privacy and security settings and know privacy rules. Privacy settings and social media sites are constantly in flux, and they should never assume that personal information posted on such sites is protected.~~

~~e) Use of the Twain Harte Community Services District name, logo, or employee status with the District on personal social media to imply directly, or indirectly, that your personal opinions or posts are an official position or opinion of the District.~~

~~Respect copyright and fair use laws. For your employer's protection as well as your own, it is critical that you respect laws governing copyright and fair use of copyrighted material owned by others, including your department or agency's copyrights, logos or images. Use citations early and often. f) Be particular about your "friends" and associations. You can't control what your friends post to your profile (although you can remove it once you see it), nor what they post to their own profiles or to those of mutual friends.~~

~~g) District personnel may be subject to civil litigation for publishing or posting false information that harms the reputation of another person, group, or organization otherwise known as defamation, including:~~

~~• Publishing or posting private facts and personal information about someone without their permission that has not been previously revealed to the public, is not of legitimate public concern and would be offensive to a reasonable person;~~

• Using someone else's name, likeness, or other personal attributes without that person's permission for an exploitative purpose; or publishing the creative work of another, trademarks, or certain confidential business information without the permission of the owner.

~~h) District personnel should expect that any information created, transmitted, downloaded, exchanged, or discussed in a public online forum may be accessed by the District at any time without prior notice.~~

~~2082.64.2 District personnel are cautioned not to do the following:~~

~~a) Display department logos, uniforms, or similar identifying items on personal web pages without prior written permission.~~

~~b) Post personal photographs or provide similar means of personal recognition that may cause you to be identified as a firefighter, fire officer or employee of this District.~~

~~c) Post any material that brings discredit to or may adversely affect the efficiency or integrity of the District.~~

~~d) Misrepresent yourself or others. You should be careful that what you post about your training and education is accurate and consistent with information you have given to your employer.~~

~~2082.64.3 District personnel are prohibited from the following:~~

~~a) Speech containing obscene or sexually explicit language, images, or acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias against any race, any religion, or any protected class of individuals.~~

~~b) Speech involving themselves or other District personnel reflecting behavior that would reasonably be considered reckless or irresponsible.~~

~~c) District personnel may not divulge information gained by reason of their authority; make any statements, speeches, appearances, and endorsements, or publish materials that could reasonably be considered to represent the views or positions of this District without express authorization.~~

~~d) Posting inappropriate pictures or images.~~

~~e) Linking your work activities to your Facebook postings. For example, letting people know that you are a firefighter with ABC Fire Department and proceeding to trash talk the Chief, elected officials or other employees. Safety yes, trash no.~~

~~f) Complaining about your job, supervisors, or co-workers in a public forum. These comments reflect poorly on you, the organization and the persons that you criticize. Negative and derogatory comments may also lead to claims of defamation and slander.~~

~~g) Posting inappropriate "statuses". Avoid any status updates that discuss patient care situations, your department, or other staff members, or that may implicate unprofessional conduct.~~

~~h) Post photographs/images, video, audio files or any other information related to any emergency response or other activity conducted by this District.~~

~~i) District personnel shall not post, transmit, or otherwise disseminate any information to which they have access as a result of their employment without written permission from the General Manager or designee.~~

~~j) Using social networking while engaged in District work activities, except when such use is directly related to performance of District work activities. Access to social networking sites on your personal device should only occur during breaks or absolute down time (firefighters only) as you would use a personal cell phone when on duty. It is inappropriate to post statuses or to view social networking profiles while engaged in District work activity.~~

~~2082.65 Violations~~

2082.80 VIOLATIONS

Failure to adhere to the guidelines and requirements of this policy may lead to disciplinary action, up to and including, immediate termination. 2082.65.1—Any employee becoming aware of or having knowledge of a posting or of any social media site or web page in violation of the provision of this policy shall notify his or her supervisor immediately for follow-up action. Violation of this social media policy may result in suspension or termination.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Internet, Email and Electronic Communication Ethics, Usage and Security

POLICY NUMBER: 2082

ADOPTED: May 14, 2009

AMENDED: March 8, 2012

AMENDED: January 10, 2013

REVIEWED: December 10, 2015

REVISED: September 8, 2016

REVIEWED: December 14, 2017

REVISED: November 12, 2020

2082.10 Twain Harte Community Services District believes that employee access to and use of the internet, email and other electronic communications resources benefits the District and makes it a more profitable and successful local public agency. However, the misuses of these resources have the potential to harm the District's short and long-term success.

2082.20 The District has established this ethics, usage and security policy to ensure that all District employees use the computer resources, which the District has provided its employees, such as the internet and email, in an ethical, legal and appropriate manner. This policy defines acceptable and unacceptable use of the internet, email and other electronic communications.

2082.30 This policy also establishes the steps the District may take for inappropriate use of the internet and email. All employees must read and adhere to the guidelines and policies established herein. Failure to follow this policy may lead to disciplinary action, up to and including, immediate termination.

2082.31 Employees shall not use the internet or email in an inappropriate manner. (If a question, refer to Department Head for determination of "inappropriate"). Inappropriate use of the internet and email includes, but is not limited to:

2082.31.1 Accessing internet sites that contain pornography, exploit children or that would generally be regarded in the community as offensive, or for which there is no official business purpose to access.

2082.31.2 Participating in any profane, defamatory, harassing, illegal, discriminatory or offensive activity or any activity that is inconsistent in any way with the District's policies (i.e. policy on sexual harassment).

2082.31.3 Exploiting security weaknesses of the District's computing resources and/or other networks or computers outside the District.

2082.31.4 Use of the internet should not interfere with the timely and efficient performance of job duties. Access to the internet and email is not a benefit of employment with the District.

2082.32 Employees do not have any right to privacy in any District computer resources, including internet sites visited, downloads and email messages produced, sent or received by District computers or transmitted via the District's servers and network. Employee access to the internet and email is controlled by use of a password. The existence of a password does not mean that employees should have any expectation of privacy. The District maintains administrative controls to email and internet and may reset passwords to access accounts at any time. Employees must disclose passwords to systems not directly controlled by the District. The District may monitor the contents of all email messages to promote the administration of the District, its business and policies.

2082.33 Employees access to and use of the internet, email and other electronic communications will be monitored frequently. Failure to follow the policy may lead to disciplinary action, up to and including immediate termination. Disciplinary action may include the removal of internet and email access from their computer or termination of employment with the District.

2082.34 The internet and email provide means by which employees of the District may communicate with its customers (general public). Messages to or from customers through the District's email system may be considered part of the District's public business records and should be treated as such.

2082.35 Deleting an email message does not necessarily mean the message cannot be retrieved from the District's computer system. For a specific period of time, the District retains backup copies of all documents, including email messages produced, sent and received on the District's computer system.

2082.36 Email and any attachments are subject to the same ethical and legal concerns and standards of good conduct as memos, letters and other paper-based documents. Email can be forwarded to others, printed on paper and is subject to possible discovery during lawsuits in which the District may be involved.

2082.37 Currently, all District emails being sent are not encrypted. Unencrypted electronic mail is not a secure way of exchanging information or files. Due to the way internet data is routed, all messages are subject to "eavesdropping." Messages may be "stolen" as they temporarily reside on host machines waiting to be routed to their destination, or they may be purposefully intercepted from the internet during transfer to the recipient. It is possible for someone other than the intended recipient to capture, store, read, alter and/or re-distribute your message. Do not transmit information in an electronic mail message that should not be written in a letter, memorandum or document available to the public.

2082.38 Email, once transmitted, can be printed, forwarded and disclosed by the receiving party without the consent of the sender. Use caution in addressing messages to ensure that messages are not inadvertently sent to the wrong person.

2082.39 Use of electronic mail or the internet to distribute copyrighted materials is prohibited.

2082.40

2082.41 Each user should take the necessary steps to prevent unauthorized disclosure of confidential or privileged information.

2082.42 Use of electronic mail or the internet to send offensive messages of any kind is prohibited.

2082.43 Use of electronic mail or the internet for inappropriate or unauthorized advertising and promotion of the District is prohibited.

2082.44 When District employees communicate using electronic mail or other features of the internet, the employee must be extremely mindful of the image being portrayed of the District.

2082.45 Computer viruses can become attached to executable files and program files. Receiving and/or downloading executable files and programs via electronic mail or the internet without express permission of the systems administrator is prohibited. This includes, but is not limited to, software programs and software upgrades. This does not include email and/or documents received via email and the internet. All downloaded files must be scanned for viruses.

2082.46 Use of another user's name/account to access the internet without express permission of the systems administrator is strictly prohibited.

2082.47 Personal use of the District's computer resources for personal commercial activity or any type of illegal activity is strictly prohibited.

2082.48 It is advisable for all employees of the District to remind customers/clients/contractors of these security issues when sending confidential electronic mail and/or documents to the District via electronic mail. If applicable, our customer/clients/contracts should be reminded to implement a security policy and make sure their employees understand the ramifications of sending privileged information via electronic mail.

2082.49 The District will not be responsible for maintaining or for payment of personal internet accounts or related software, in order to maintain the integrity/firewall protection of the District's network system, telephone system, modem pool or communication server to access the internet.

2082.50

2082.51 Emails that users need to retrieve from their personal internet accounts must be retrieved via that user's personal internet account.

2082.52 Employees will only access the internet using the approved internet browser. Any other browser being used on a workstation will be promptly removed.

2082.53 Employees will respect all copyright and license agreements regarding software or publication that they access or download from the internet. The District will not condone violations of copyright laws and licenses and the employee will be personally liable for any fines or sanctions caused by the license or copyright infringement. Any software or publication, which is downloaded onto District computer resources, becomes the sole property of the District.

2082.54 Employees will only download information and/or publications for official business purposes.

2082.55 Employees are to scan all downloaded materials before using or opening them on their computers to prevent the introduction of computer viruses.

2082.56 All list subscriptions should be for business purposes only. The employee will make sure List Servers are notified when the employee leaves the District.

2082.60 Personal Use of Social Media

2082.61 Purpose

To establish guidelines with respect to the use of personal web pages, internet postings, blogs, forums, and social networking web sites.

2082.62 Philosophy

Social media provides a valuable means of assisting the District and its personnel in gathering community information and other related organizational and community objectives. This policy identifies possible uses that may be evaluated and utilized as deemed necessary by administrative and supervisory personnel. This District also recognizes the role that social media tools may play in the personal lives of personnel. The personal use of social media can have an effect on personnel in their official capacity. This policy is a means to provide a precautionary nature, as well as restrictions and prohibitions on the use of social media by personnel.

The proper functioning of any public agency relies upon the public's confidence and trust in the individuals and the agency to provide effective service and protection. Any matter, which brings the integrity of District personnel, or this department, into question, has the corresponding effect of reducing public confidence and trust, impeding the ability to work and serve the public. Professionalism is the most significant factor in providing the highest level of service to the public, which in turn builds public trust and confidence. While employees have the right to use personal/social networking web pages or sites, as members of the District, they are public servants who are held to a higher standard than the general public with regard to general conduct and ethical standards. It is the policy of the District to maintain a level of professionalism in both on and off-duty conduct. Employees shall not engage in conduct that contradicts or impedes the mission of the District.

2082.63 Definitions

Blog: A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments.

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

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

Social Media: A category of internet-based resources that enable the user to generate content and encourage other user participation. This includes, but is not limited to, social networking sites: Facebook, Instagram, Twitter, YouTube, blogs and other sites. (There are thousands of these types of sites and this is only a short list.)

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

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

2082.64 Personal Use - Precautions and Prohibitions

2082.64.1 District personnel shall be aware of the following when using social media:

- a) District personnel are free to express themselves as private citizens on social media sites to the degree that their speech does not impair working relationships of the District for which loyalty and confidentiality are important, impede the performance of duties, impair discipline and harmony among co-workers or negatively affect the public perception of the District.
- b) As public employees, District personnel are cautioned that their speech either on or off duty, and in the course of their official duties that has a nexus to the employee's professional duties and responsibilities may not necessarily be protected speech under the First Amendment.
- c) District personnel should assume that their speech and related activity on social media sites will reflect upon their position within the District. District personnel should be mindful that their speech becomes part of the worldwide web.
- d) Check your privacy and security settings and know privacy rules. Privacy settings and social media sites are constantly in flux, and they should never assume that personal information posted on such sites is protected.

e) Respect copyright and fair use laws. For your employer's protection as well as your own, it is critical that you respect laws governing copyright and fair use of copyrighted material owned by others, including your department or agency's copyrights, logos or images. Use citations early and often.

f) Be particular about your "friends" and associations. You can't control what your friends post to your profile (although you can remove it once you see it), nor what they post to their own profiles or to those of mutual friends.

g) District personnel may be subject to civil litigation for publishing or posting false information that harms the reputation of another person, group, or organization otherwise known as defamation, including:

- Publishing or posting private facts and personal information about someone without their permission that has not been previously revealed to the public, is not of legitimate public concern and would be offensive to a reasonable person;
- Using someone else's name, likeness, or other personal attributes without that person's permission for an exploitative purpose; or publishing the creative work of another, trademarks, or certain confidential business information without the permission of the owner.

h) District personnel should expect that any information created, transmitted, downloaded, exchanged, or discussed in a public online forum may be accessed by the District at any time without prior notice.

2082.64.2 District personnel are cautioned not to do the following:

a) Display department logos, uniforms, or similar identifying items on personal web pages without prior written permission.

b) Post personal photographs or provide similar means of personal recognition that may cause you to be identified as a firefighter, fire officer or employee of this District.

c) Post any material that brings discredit to or may adversely affect the efficiency or integrity of the District.

d) Misrepresent yourself or others. You should be careful that what you post about your training and education is accurate and consistent with information you have given to your employer.

2082.64.3 District personnel are prohibited from the following:

- a) Speech containing obscene or sexually explicit language, images, or acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias against any race, any religion, or any protected class of individuals.
- b) Speech involving themselves or other District personnel reflecting behavior that would reasonably be considered reckless or irresponsible.
- c) District personnel may not divulge information gained by reason of their authority; make any statements, speeches, appearances, and endorsements, or publish materials that could reasonably be considered to represent the views or positions of this District without express authorization.
- d) Posting inappropriate pictures or images.
- e) Linking your work activities to your Facebook postings. For example, letting people know that you are a firefighter with ABC Fire Department and proceeding to trash talk the Chief, elected officials or other employees. Safety yes, trash no.
- f) Complaining about your job, supervisors, or co-workers in a public forum. These comments reflect poorly on you, the organization and the persons that you criticize. Negative and derogatory comments may also lead to claims of defamation and slander.
- g) Posting inappropriate "statuses". Avoid any status updates that discuss patient care situations, your department, or other staff members, or that may implicate unprofessional conduct.
- h) Post photographs/images, video, audio files or any other information related to any emergency response or other activity conducted by this District.
- i) District personnel shall not post, transmit, or otherwise disseminate any information to which they have access as a result of their employment without written permission from the General Manager or designee.
- j) Using social networking while engaged in District work activities, except when such use is directly related to performance of District work activities. Access to social networking sites on your personal device should only occur during breaks or absolute down time (firefighters only) as you would use a personal cell phone when on duty. It is inappropriate to post statuses or to view social networking profiles while engaged in District work activity.

2082.65 Violations

2082.65.1 Any employee becoming aware of or having knowledge of a posting or of any social media site or web page in violation of the provision of this policy

shall notify his or her supervisor immediately for follow-up action. Violation of this social media policy may result in suspension or termination.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Committees of the Board of Directors
POLICY NUMBER: 4020
ADOPTED: September 17, 1996
AMENDED: 1/10/2008, 2/10/2011, 12/11/2014, 12/14/2017
LAST AMENDED: September 11, 2019

4020.10 **Ad-Hoc Committees**

4020.11 The Board President shall appoint ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.

4020.20 **Standing Committees:**

4020.21 The following shall be the standing committees of the Board:

- Fire Committee
- Park and Recreation/Citizens' Oversight Committee
- Water & Sewer Committee
- Finance/Policy Review Committee

4020.22 General Purpose. The primary purpose of Standing Committees is to improve the Board's effectiveness by providing a platform for action items to be vetted or formulated in detail prior to Board meetings. The work of Standing Committees should result in the removal of most routine and undeveloped items from the Board's agenda, such as detail-oriented planning and oversight, initial formulation of policies and other written documents and procedures, evaluation and/or formation of options for the Board's consideration, preliminary development and evaluation of ideas that may evolve into Board action items in the future.

Standing Committees may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns. Said assignments may be made by the Board President, a majority vote of the Board, or on their own initiative as long as it supports the Board's work.

Standing Committees will act in an advisory capacity to the Board and will make recommendations on actions to be taken by the Board.

4020.23 Specific Purpose. In addition to the general purposes presented above, each Standing Committee shall serve the following specific purposes:

4020.23.1 Fire Committee: This committee will consider, evaluate and review matters concerning fire protection and rescue services provided by the District.

4020.23.2 Park and Recreation/Citizens' Oversight Committee: This committee will consider, evaluate and review matters concerning the District's Park and Recreation facilities and services. The committee shall include at least one public member to review projects and expenditures funded by assessments.

4020.23.3 Water & Sewer Committee: This committee will consider, evaluate and review matters concerning water and wastewater services provided by the District.

4020.23.4 Finance/Policy Review Committee: This committee is responsible for formulating, reviewing and updating policies for approval by the Board. It will also oversee management and development of the District's budget, reserves and investments and will consider, evaluate and review matters concerning District finances and assets.

4020.24 Authority. Standing Committees do not have authority to make decisions on behalf of the Board, except for routine tasks that have been delegated to a specific Standing Committee by an adopted policy or resolution.

4020.25 Schedule. Standing Committees will be normally scheduled for the first Wednesday of each odd-numbered month (i.e. January, March, May, etc.), but will only be held if there is a need required by Policy or if the Board's agenda will be better served by first discussing items in a Committee. Committee schedules for each calendar year, including any exceptions to the normal schedule, will be approved by the Board each year as part of the Board's annual meeting calendar.

4020.26 Members. Standing Committee members shall be selected and serve as follows:

4020.26.1 Board Members: Two Board members shall serve on each

Standing Committee. The incoming Board President shall appoint the members of the Standing Committees for the ensuing year no later than mid-December. Board members shall serve on their assigned standing committee(s) for a term of January 1 through December 31.

Selection of Standing Committee Board members should be selected to best serve the Board's work. Generally, Standing Committee members will be selected based on personal expertise or skills related to the specific purpose of the assigned committee. However, a member may be assigned to a Standing Committee to broaden that individual's experience or expertise in a specific area.

4020.26.2 Public Members: At least one member of the public shall serve on the Park and Recreation/Citizens' Oversight Committee. Public members shall own property within the District and have no conflicts of interest related to the District's Park and Recreation services or facilities. If desired, the Board may also appoint public members to other Standing Committees.

Public members will be nominated by one of Twain Harte's organized citizen groups and appointed by the District's Board. If no nominations are made, the District may solicit interest from District residents. Public members shall commit to a minimum term of two years, but may continue to serve indefinitely.

Appointed public members must attend at least one Standing Committee meeting each calendar year. Failure to meet the minimum attendance requirement will be considered as a resignation from serving on the Standing Committee.

The Board of Directors may take action to revoke a public member's Standing Committee appointment for any reason, at any time.

PROPOSED CHANGES - REDLINE VERSION

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Committees of the Board of Directors

POLICY NUMBER: 4020

ADOPTED: September 17, 1996

AMENDED: ~~January 10, 2008~~ 1/10/2008, 2/10/2011, 12/11/2014, 12/14/2017

~~AMENDED: February 10, 2011~~

~~AMENDED: December 11, 2014~~

~~AMENDED: December 14, 2017~~

LAST AMENDED: ~~September 11, 2019~~

4020.10 Ad-Hoc Committees

4020.11 The Board President shall appoint ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.

4020.20 Standing Committees:

4020.21 The following shall be the standing committees of the Board:

- Fire Committee
- Park and Recreation/Citizens' Oversight Committee
- Water & Sewer Committee
- Finance/Policy Review Committee

4020.22 General Purpose. The primary purpose of Standing Committees is to improve the Board's effectiveness by providing a platform for action items to be vetted or formulated in detail prior to Board meetings. The work of Standing Committees should result in the removal of most routine and undeveloped items from the Board's agenda, such as detail-oriented planning and oversight, initial formulation of policies and other written documents and procedures, evaluation and/or formation of options for the Board's consideration, preliminary development and evaluation of ideas that may evolve into Board action items in the future.

Standing Committees may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns. Said assignments may be made by the Board President, a majority vote of the Board, or on their own initiative as long as it supports the Board's work.

Standing Committees will act in an advisory capacity to the Board and will make recommendations on actions to be taken by the Board.

- 4020.23** Specific Purpose. In addition to the general purposes presented above, each Standing Committee shall serve the following specific purposes:
- 4020.23.1** Fire Committee: This committee will consider, evaluate and review matters concerning fire protection and rescue services provided by the District.
 - 4020.23.2** Park and Recreation/Citizens' Oversight Committee: This committee will consider, evaluate and review matters concerning the District's Park and Recreation facilities and services. The committee shall include at least one public member to review projects and expenditures funded by assessments.
 - 4020.23.3** Water & Sewer Committee: This committee will consider, evaluate and review matters concerning water and wastewater services provided by the District.
 - 4020.23.4** Finance/Policy Review Committee: This committee is responsible for formulating, reviewing and updating policies for approval by the Board. It will also oversee management and development of the District's budget, reserves and investments and will consider, evaluate and review matters concerning District finances and assets.
- 4020.24** Authority. Standing Committees do not have authority to make decisions on behalf of the Board, except for routine tasks that have been delegated to a specific Standing Committee by an adopted policy or resolution.
- 4020.25** Schedule. Standing Committees will be normally scheduled for the first Wednesday of each odd-numbered month (i.e. January, March, May, etc.), but will only be held if there is a need required by Policy or if the Board's agenda will be better served by first discussing items in a Committee. Committee schedules for each calendar year, including any exceptions to the normal schedule, will be approved by the Board each year as part of the Board's annual meeting calendar.

4020.26 Members. Standing Committee members shall be selected and serve as follows:

~~4020.25.1~~4020.26.1 Board Members: Two Board members shall serve on each Standing Committee. The incoming Board President shall appoint the members of the Standing Committees for the ensuing year no later than mid-December. Board members shall serve on their assigned standing committee(s) for a term of January 1 through December 31.

Formatted: Underline

Selection of Standing Committee Board members should be selected to best serve the Board's work. Generally, Standing Committee members will be selected based on personal expertise or skills related to the specific purpose of the assigned committee. However, a member may be assigned to a Standing Committee to broaden that individual's experience or expertise in a specific area.

4020.26.2 Public Members: At least one member of the public shall serve on the Park and Recreation/Citizens' Oversight Committee. Public members shall own property within the District and have no conflicts of interest related to the District's Park and Recreation services or facilities. If desired, the Board may also appoint public members to other Standing Committees.

Formatted: Underline

Public members will be nominated by one of Twain Harte's organized citizen groups and appointed by the District's Board. If no nominations are made, the District may solicit interest from District residents. Public members shall commit to a minimum term of two years, but may continue to serve indefinitely.

Appointed public members must attend at least one Standing Committee meeting each calendar year. Failure to meet the minimum attendance requirement will be considered as a resignation from serving on the Standing Committee.

The Board of Directors may take action to revoke a public member's Standing Committee appointment for any reason, at any time.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Committees of the Board of Directors
POLICY NUMBER: 4020
ADOPTED: September 17, 1996
AMENDED: 1/10/2008, 2/10/2011, 12/11/2014, 12/14/2017
LAST AMENDED: September 11, 2019

4020.10 **Ad-Hoc Committees**

4020.11 The Board President shall appoint ad hoc committees as may be deemed necessary or advisable by himself/herself and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.

4020.20 **Standing Committees:**

4020.21 The following shall be the standing committees of the Board:

- Fire Committee
- Park and Recreation/Citizens' Oversight Committee
- Water & Sewer Committee
- Finance/Policy Review Committee

4020.22 General Purpose. The primary purpose of Standing Committees is to improve the Board's effectiveness by providing a platform for action items to be vetted or formulated in detail prior to Board meetings. The work of Standing Committees should result in the removal of most routine and undeveloped items from the Board's agenda, such as detail-oriented planning and oversight, initial formulation of policies and other written documents and procedures, evaluation and/or formation of options for the Board's consideration, preliminary development and evaluation of ideas that may evolve into Board action items in the future.

Standing Committees may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns. Said assignments may be made by the Board President, a majority vote of the Board, or on their own initiative as long as it supports the Board's work.

Standing Committees will act in an advisory capacity to the Board and will make recommendations on actions to be taken by the Board.

4020.23 Specific Purpose. In addition to the general purposes presented above, each Standing Committee shall serve the following specific purposes:

4020.23.1 Fire Committee: This committee will consider, evaluate and review matters concerning fire protection and rescue services provided by the District.

4020.23.2 Park and Recreation/Citizens' Oversight Committee: This committee will consider, evaluate and review matters concerning the District's Park and Recreation facilities and services. The committee shall include at least one public member to review projects and expenditures funded by assessments.

4020.23.3 Water & Sewer Committee: This committee will consider, evaluate and review matters concerning water and wastewater services provided by the District.

4020.23.4 Finance/Policy Review Committee: This committee is responsible for formulating, reviewing and updating policies for approval by the Board. It will also oversee management and development of the District's budget, reserves and investments and will consider, evaluate and review matters concerning District finances and assets.

4020.24 Authority. Standing Committees do not have authority to make decisions on behalf of the Board, except for routine tasks that have been delegated to a specific Standing Committee by an adopted policy or resolution.

4020.25 Schedule. Standing Committees will be normally scheduled for the first Wednesday of each odd-numbered month (i.e. January, March, May, etc.), but will only be held if there is a need required by Policy or if the Board's agenda will be better served by first discussing items in a Committee. Committee schedules for each calendar year, including any exceptions to the normal schedule, will be approved by the Board each year as part of the Board's annual meeting calendar.

4020.26 Members. Standing Committee members shall be selected and serve as follows:

4020.26.1 Board Members: Two Board members shall serve on each

Standing Committee. The incoming Board President shall appoint the members of the Standing Committees for the ensuing year no later than mid-December. Board members shall serve on their assigned standing committee(s) for a term of January 1 through December 31.

Selection of Standing Committee Board members should be selected to best serve the Board's work. Generally, Standing Committee members will be selected based on personal expertise or skills related to the specific purpose of the assigned committee. However, a member may be assigned to a Standing Committee to broaden that individual's experience or expertise in a specific area.

4020.26.2 Public Members: At least one member of the public shall serve on the Park and Recreation/Citizens' Oversight Committee. Public members shall own property within the District and have no conflicts of interest related to the District's Park and Recreation services or facilities. If desired, the Board may also appoint public members to other Standing Committees.

Public members will be nominated by one of Twain Harte's organized citizen groups and appointed by the District's Board. If no nominations are made, the District may solicit interest from District residents. Public members shall commit to a minimum term of two years, but may continue to serve indefinitely.

Appointed public members must attend at least one Standing Committee meeting each calendar year. Failure to meet the minimum attendance requirement will be considered as a resignation from serving on the Standing Committee.

The Board of Directors may take action to revoke a public member's Standing Committee appointment for any reason, at any time.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Director Compensation
POLICY NUMBER: 4025
ADOPTED: February 21, 2006
AMENDED: 7/10/2008, 3/10/2011
LAST AMENDED: August 11, 2016

4025.10 PURPOSE

The purpose of this policy is to prescribe the manner in which members of the Board of Directors may be compensated for their service.

4025.20 AUTHORITY

The Twain Harte Community Services District is authorized to provide compensation and reimbursement to member of its Board of Directors in accordance to Government Code Sections 61047 and 53232.2, which provide community services districts with guidelines that must be followed if such districts elect to compensate members of their board of directors for their service. Said guidelines generally include the following:

1. Each member of the Board of Directors may receive compensation in an amount not to exceed one hundred dollars per qualifying meeting attended.
2. A member of the Board of Directors may not receive compensation for more than six meetings per month.
3. A local agency may reimburse members of the board of directors for actual and necessary expenses incurred in the performance of qualifying official duties.

4025.30 DIRECTOR COMPENSATION

4025.31 Meetings Qualifying for Compensation. The District has elected to compensate members of its Board of Directors for the following meetings:

1. Agendized Board Meetings: \$100 per meeting
2. Agendized Committee Meetings: \$60 per meeting

4025.32 Meetings not Qualifying for Compensation. Although it is allowed by law, the District has elected to not compensate members of its Board of Directors for the following types of meetings:

1. Representation of the District at a public event.
2. Representation of the District at a public meeting or public hearing conducted by another public agency.
3. Representation of the District at a meeting of public benefit nonprofit corporation on whose board the District has membership.
4. Participation in a training program or conference (including training required by statute) on a topic that is directly related to the District.

4025.40 EXPENSE REIMBURSEMENT

District directors are eligible to receive reimbursements for travel, meals, lodging, and other reasonable and necessary expenses for attending any of the above meetings not qualifying for compensation on behalf of the District. Expenses will be reimbursed in accordance with Policy #2083, Travel Expense Reimbursement. The following requirements must be met to be eligible to receive reimbursement:

1. Official representation of the District at a public event, agency public meeting, agency public hearing, or nonprofit public benefit shall be approved by the Board of Directors prior to attendance.
2. Attendance of a training program or conference must first be approved according to the requirements of Policy #4090, Training Education and Conferences.
3. Directors receiving reimbursement for attending eligible functions must submit a written report to the Board of Directors at their next meeting, describing their attendance at the function.

4025.50 RIGHT TO REFUSE COMPENSATION

A Director may, at his/her discretion, refuse or return all or any portion of his/her compensation.

PROPOSED REVISIONS - REDLINE VERSION

TWAIN HARTE COMMUNITY SERVICES DISTRICT **Policy and Procedure Manual**

POLICY TITLE: Director ~~Remuneration~~ Compensation

POLICY NUMBER: 4025

ADOPTED: February 21, 2006

AMENDED: ~~July 10, 2008~~ 7/10/2008, 3/10/2011

AMENDED: ~~March 10, 2011~~

LAST AMENDED: August 11, 2016

4025.10 PURPOSE

The purpose of this policy is to prescribe the manner in which ~~District members of the Board of Directors~~ may be compensated for their service. ~~The Twain Harte Community Services District shall adhere to Government Code Sections 61047 and 53232 through 53232.4 when dealing with issues of director remuneration.~~

4025.20 SCOPEAUTHORITY

~~The Twain Harte Community Services District is authorized to provide compensation and reimbursement to member of its Board of Directors in accordance to Government Code Sections 61047 and 53232.2, which provide community services districts with guidelines that must be followed if such districts elect to compensate members of their board of directors for their service. Said guidelines generally include the following: This policy applies to all members of the Board of Directors.~~

- ~~1. Each member of the Board of Directors may receive compensation in an amount not to exceed one hundred dollars per qualifying meeting attended.~~
- ~~2. A member of the Board of Directors may not receive compensation for more than six meetings per month.~~
- ~~3. A local agency may reimburse members of the board of directors for actual and necessary expenses incurred in the performance of qualifying official duties.~~

4025.30 DIRECTOR COMPENSATION

4025.31 Meetings Qualifying for Compensation. The District has elected to compensate members of its Board of Directors for the following meetings:

- ~~1. Agendized Board Meetings: \$100 per meeting~~
- ~~2. Agendized Committee Meetings: \$60 per meeting~~

~~THCS~~ THCS 4025 Director Remuneration REV 2021-11-10 ~~THCS~~ 4025 Director Remuneration Compensation

~~Members of the Board of Directors shall receive a monthly "director's fee". This fee shall be \$100 for each agenda meeting of the full Board of Directors and \$57.56 for each agenda committee meeting.~~

4025.32 Meetings not Qualifying for Compensation. Although it is allowed by law, the District has elected to not compensate members of its Board of Directors for the following types of meetings:

1. Representation of the District at a public event.
2. Representation of the District at a public meeting or public hearing conducted by another public agency.
3. Representation of the District at a meeting of public benefit nonprofit corporation on whose board the District has membership.
4. Participation in a training program or conference (including training required by statute) on a topic that is directly related to the District.

~~4025.41 Director's fees shall be increased annually, at the same time and by the same percentage subject to limitations in state law, as the cost of living adjustment granted to other District employees.~~

~~4025.30 — 4025.42 A Director may, at his/her discretion, return all or any portion of his/her director's fees.~~

~~4025.43 Subject to the Twain Harte Community Services District's enabling code, a district director may be compensated for attending the following:~~

- a) ~~A meeting of the legislative body;~~
- b) ~~A meeting of an advisory body such as a committee; or~~

4025.40 EXPENSE REIMBURSEMENT

District directors are eligible to receive reimbursements for travel, meals, lodging, and other reasonable and necessary expenses for attending any of the above meetings not qualifying for compensation occurrences on behalf of the ~~Twain Harte Community Services~~ District. Expenses will be reimbursed in accordance with Policy #2083, Travel Expense Reimbursement. The following requirements must be met to be eligible to receive reimbursement:

1. Official representation of the District at a public event, agency public meeting, agency public hearing, or nonprofit public benefit shall be approved by the Board of Directors prior to attendance.
2. Attendance of a training program or conference must first be approved according to the requirements of Policy #4090, Training Education and Conferences.
3. Directors receiving reimbursement for attending eligible functions must submit a written report to the Board of Directors at their next meeting, describing their attendance at the function.

Commented [TT1]: To my knowledge, this has never been done. For board meeting compensation it would exceed the statutory \$100/meeting limit. Eventually the compensation for committee meetings might too. My suggestion is to set a fixed amount for committee meetings and either leave it or set up an annual review.

~~4025.51~~ Directors attending functions shall submit reports to Twain Harte Community Services District on the meeting(s), in conjunction with District Policy 40

4025.50 RIGHT TO REFUSE COMPENSATION

A Director may, at his/her discretion, refuse or return all or any portion of his/her compensation.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Director Remuneration
POLICY NUMBER: 4025
ADOPTED: February 21, 2006
AMENDED: July 10, 2008
AMENDED: March 10, 2011
AMENDED: August 11, 2016

4025.10 Purpose. The purpose of this policy is to prescribe the manner in which District directors may be compensated for their service. The Twain Harte Community Services District shall adhere to Government Code Sections 61047 and 53232 through 53232.4 when dealing with issues of director remuneration.

4025.20 Scope. This policy applies to all members of the Board of Directors.

4025.30 Director Compensation. Members of the Board of Directors shall receive a monthly “director's fee”. This fee shall be \$100 for each agendized meeting of the full Board of Directors and \$57.56 for each agendized committee meeting.

4025.41 Director’s fees shall be increased annually, at the same time and by the same percentage subject to limitations in state law, as the cost of living adjustment granted to other District employees.

4025.42 A Director may, at his/her discretion, return all or any portion of his/her director’s fees.

4025.43 Subject to the Twain Harte Community Services District’s enabling code, a district director may be compensated for attending the following:

- a) A meeting of the legislative body;
- b) A meeting of an advisory body such as a committee; or
- c) A conference or organized educational activity conducted in compliance with Government Code Section 54952.2(c), including but not limited to ethics training required by Government Code Section 53234. As a cost control measure, the District Board of Directors has chosen not to compensate directors for attendance at such conferences or educational activities.

4025.50 Expense Reimbursement. District directors are eligible to receive reimbursements for travel, meals, lodging, and other reasonable and necessary expenses for attending the above occurrences on behalf of the Twain Harte Community Services District. Expenses will be reimbursed in accordance with Policy #2083, Travel Expense Reimbursement.

4025.51 Directors attending functions shall submit reports to Twain Harte Community Services District on the meeting(s), in conjunction with District Policy 4090.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 21-34**

**PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE
PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM'S
ORDER DATED MARCH 4, 2020, AND RE-AUTHORIZING REMOTE
TELECONFERENCE MEETINGS FOR THE PERIOD OF NOVEMBER 10, 2021 TO
DECEMBER 10, 2021**

WHEREAS, the Twain Harte Community Services District ("District") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted Resolution #21-33 on October 13, 2021, finding that the requisite conditions exist for the legislative bodies of the District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, with the current state of emergency declared by Governor Newsom on March 4, 2020, due to COVID-19; and

WHEREAS, Tuolumne County Public Health strongly encourages the continued practice of preventive actions like wearing a mask in public, keeping your distance, avoiding crowds, washing hands, and staying home when sick will help slow the spread attributable to the rise in SARS-CoV-2 Delta Variant.; and

WHEREAS, the Board of Directors hereby finds that the rise in SARS-CoV-2 Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors hereby finds that the District's legislative bodies may conduct their meetings remotely via teleconference without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the Board of Directors adopted alternate meeting locations and virtual meeting protocols on April 1, 2020, which include options for public participation.

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

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference; and
2. Affirmation that the Local Emergency Persists. The Board hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and
3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020; and
4. Remote Teleconference Meetings. The General Manager and District staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act; and
5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption on November 10, 2021 and shall be effective until the earlier of (i) December 10, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the District's legislative bodies

may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District on November 10, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Gary Sipperley, Board President

Kimberly Silva, Board Secretary



Operations Report Fire Division

October 2021



Staffing

Full Time Captains-2

Relief Captains-6

Seasonal Engineers-3

Intern Firefighters-2

Intern Operators-1

Relief Firefighters-2

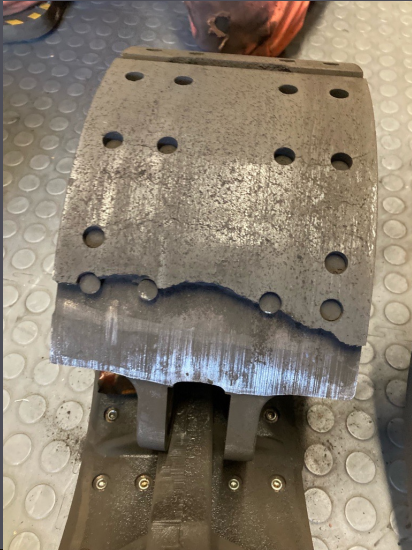


HAPPY HALLOWEEN!



FLEET/FACILITIES

During the 90-day Biennial Inspection of Terminals (BIT) process Captain Slater identified that the rear brakes were damaged.



October Incident Calls for service-34 Public Contacts-14



E-721 & WT-721 responded to assist TH water/sewer washdown after a water line break on Tiffinnie drive.



E-721 and C-720 responded to a vehicle fire in the district



E-721 and C-720 responded to a structure fire in the Tuolumne City area



October Training Hours- 260



THFD and TH CERT staff hosted the Columbia College Fire Control 3-B class



Chief Gamez and Director deGroot attended the Mountain Counties Water Resource Association seminar in Loomis.



C-shift completed their monthly playbook drill on first-in engine company assignments.



Tuolumne County Fire Chiefs Report

County Chiefs are in talks regarding
improving services in Tuolumne
County.





Volunteer hours

Admin - 176

Training - 30

Deployment - 366





Volunteer hours

Admin - 176

Training - 30

Deployment - 366



CERT DEPLOYMENTS

October 4th CERT
assisted with the
Andy Fredricks Golf
Tournament.



October 6th
assisted with the
Flue clinic.





October 16-17th, CERT
assisted in the Twain
Harte Christmas market



October 27th CERT
assisted with
Firefighter Rehab for
the Columbia College
Fire Academy.



CERT TRAINING



THA-CERT & GA-CERT Training 30 October

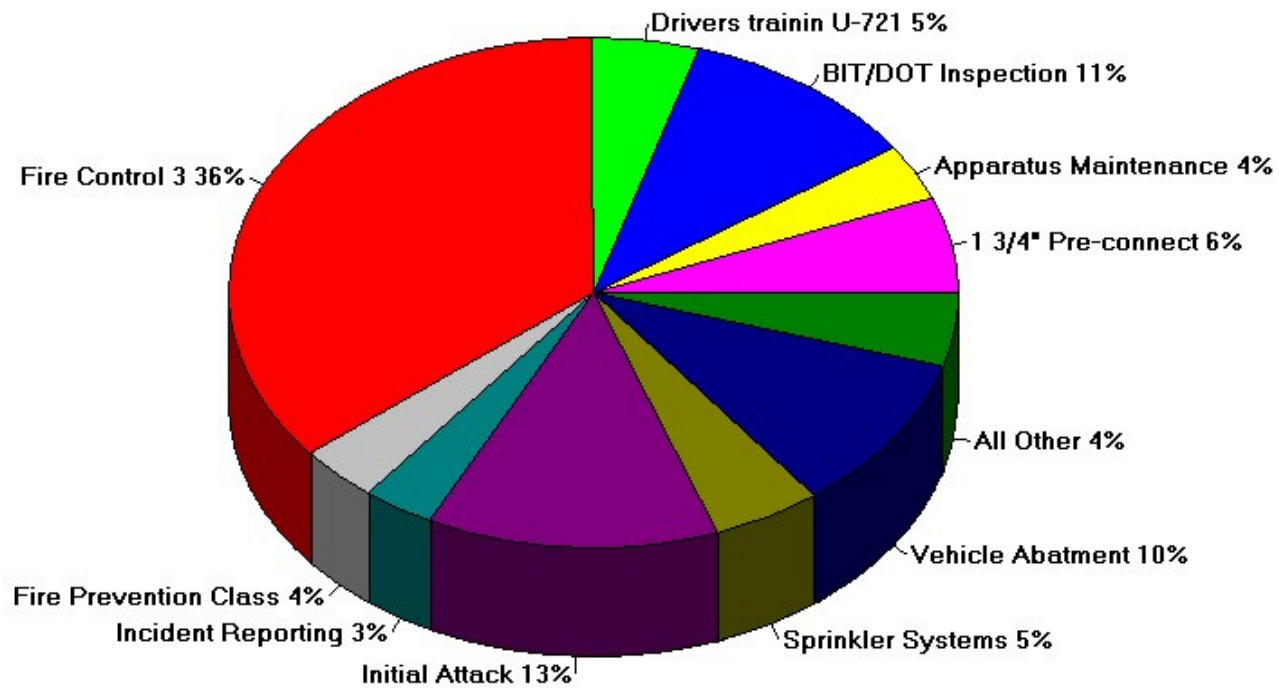


UAS Training.

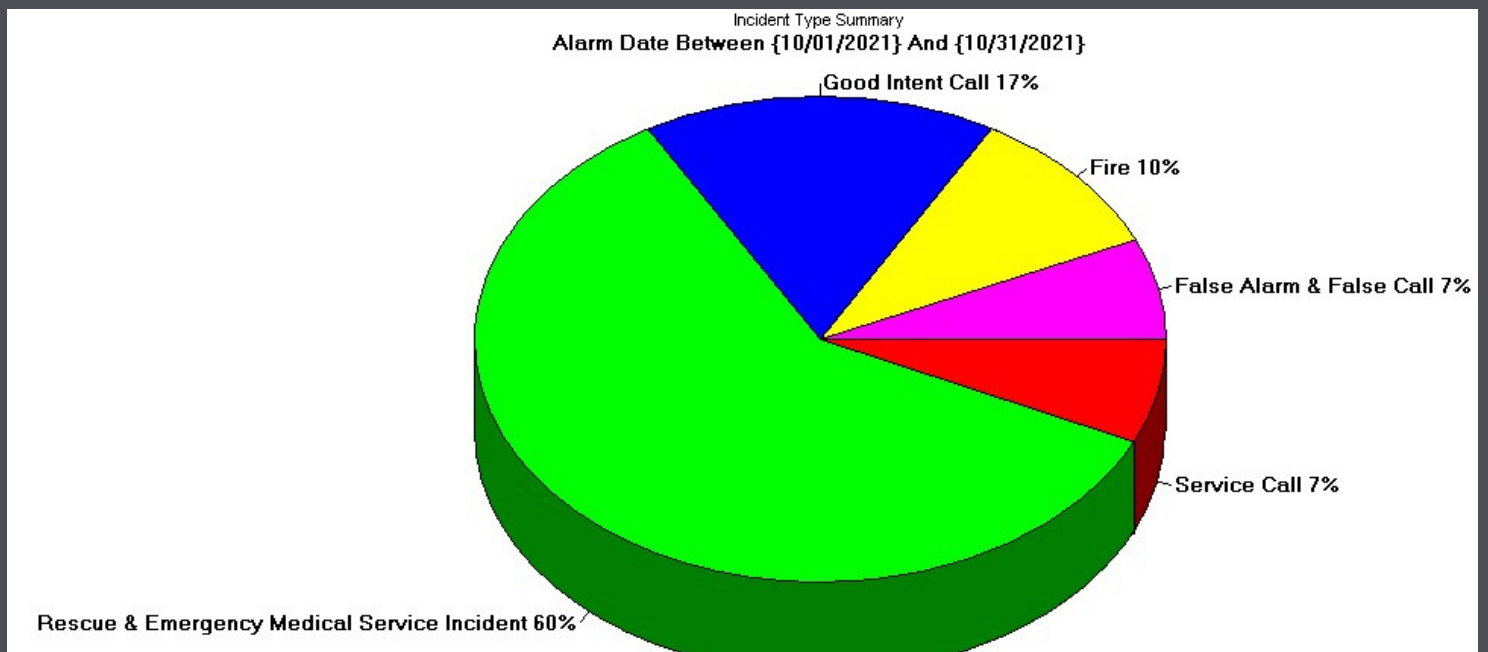


Training by Type

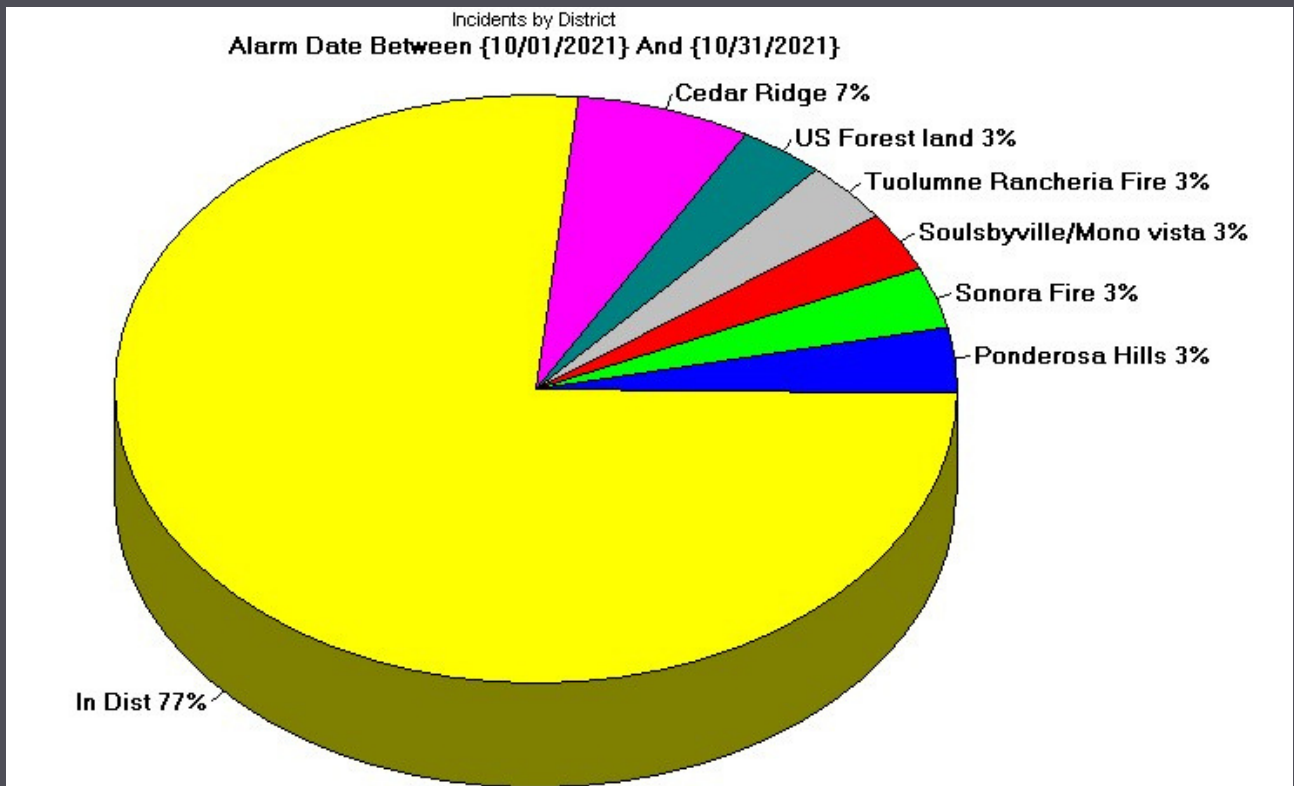
Total Staff Hours by Training Category
Date Between {10/01/2021} And {10/31/2021}



Incident by Type



Incident by Type





TWAIN HARTE CSD OPERATIONS REPORT



Water/Sewer/Park Division

For October 2021

Committee Meeting 11/3/21

Board Meeting 11/10/21

Values Reported are as of 10/26/21

What's New

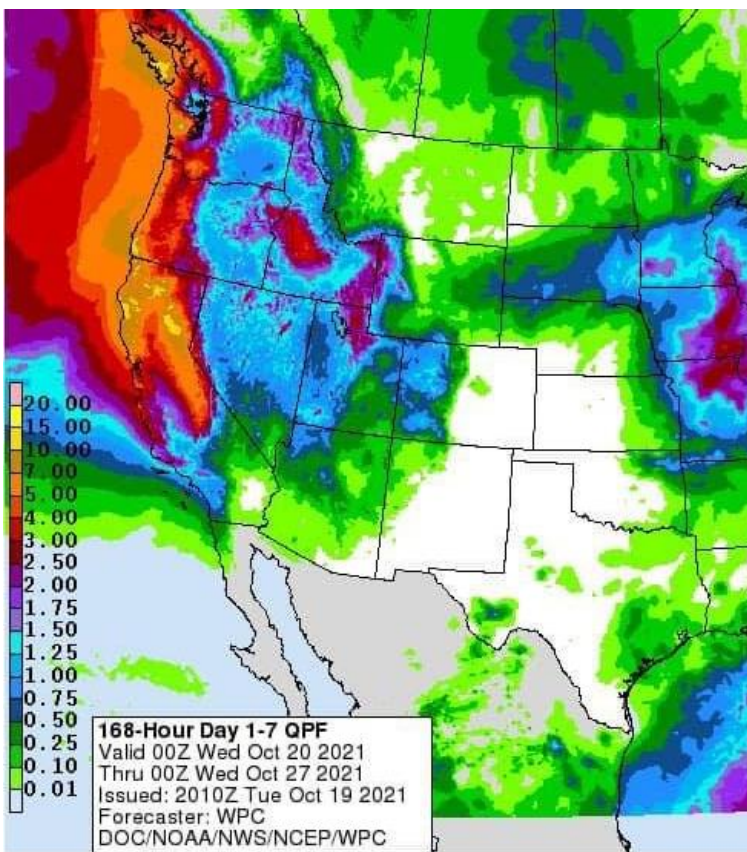
- TUD WWTP Groundbreaking
 - The current facility is 47 years old
 - It will be able to treat 2 MGD of normal flows or 10 MGD of storm flows
 - The effluent will be capable of being used as irrigation (purple pipe)
 - The sludge will be recycled as fertilizer



- TuoCo BOS Water Policy meeting update

- Atmospheric River Event 10/22/21-10/25/21

- Predicted: 4"-7"
- Received: 4.9" from 10/22/21-10/25/21
- Impacts to District: We spent the prior week preparing for storm by lowering Shadybrook Reservoirs, maintaining district storm drains, filling all water tanks and shutting the SWTP down etc. We experienced a few power outages but 'weathered' it well.



Highlights



Water

- Number of customer service calls were average for this time of year (25-40) for a total of 31.
- Valves inspected and maintained out of 575: 109 or **19.0%** (Context: **125** were inspected and maintained by this time last year with an annual goal of 25%)
- Leaks:
 - Manzanita Leak
 - ❖ Discovered an undersized water line on Manzanita Ct and exploring the possibility of upsizing the line and adding a hydrant

- 6" Tiffeni Leak caused by blown out gasket
 - ❖ Caused debris flow onto Michelle and erosion of side yard of residence



- Ditch Outage final numbers: Approximately 2,800,000 gallons sent to TUD
- Scales installed at all well sites, improving dosing accuracy and saving time from pump output checks




- Distribution Leak Assessment Update:
 - Pressure loggers purchased and installed
 - Assessment postponed to 11/1-11/5



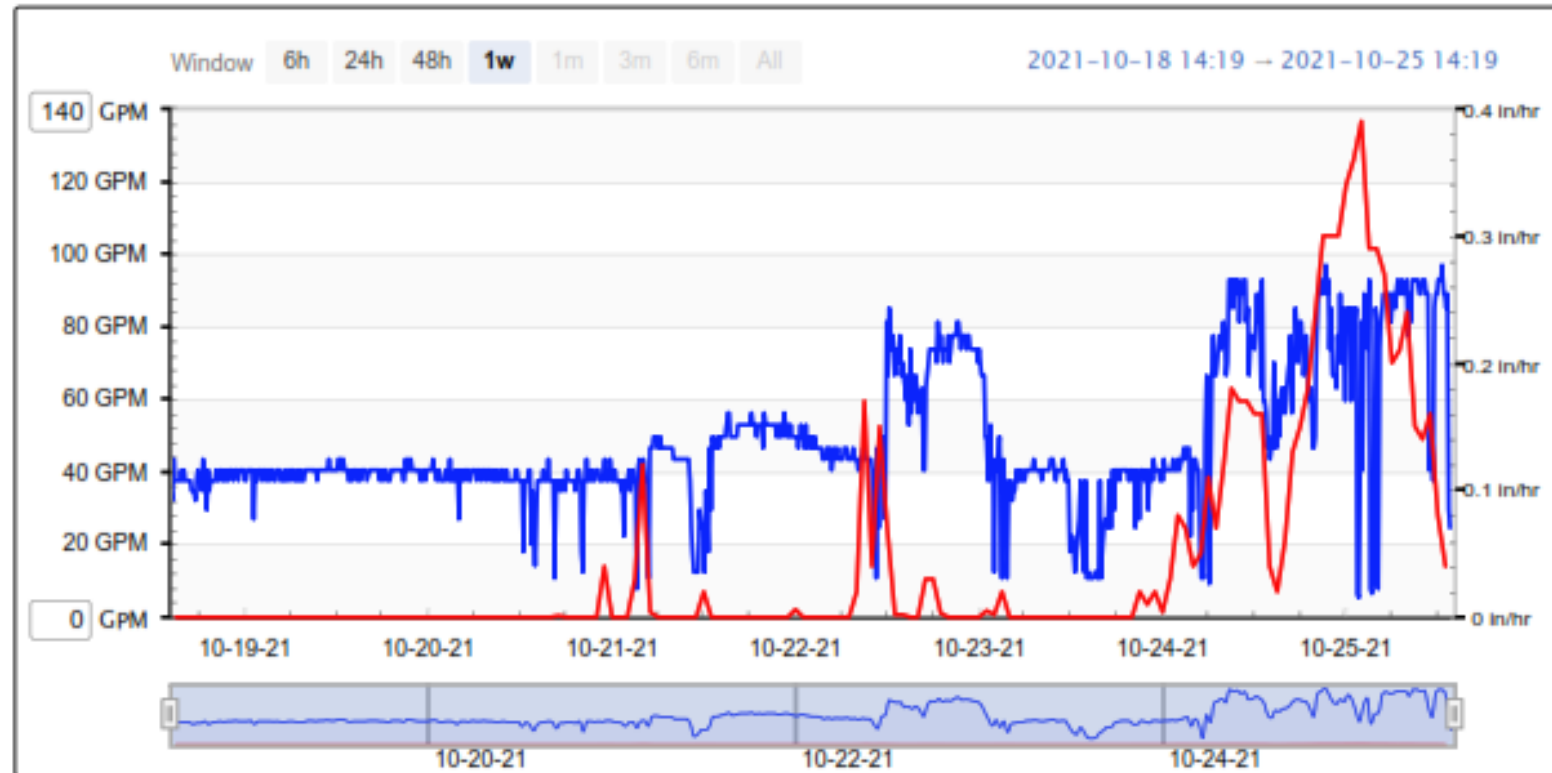
Sewer

- Number of customer service calls were average for this time of year (1-10) for a total of 4.
- Sewer main footage cleaned out of 142,072': 41,153' or 29.0%. (Context: 6,203' were cleaned by this time last year with an annual goal of 25% cleaned).
- Manholes inspected and maintained out of 468: 115 or 24.60%. (Context: 7 were inspected by this time last year, with an annual goal of 25%).
- Mono Project Update:
 - Scheduled for the week of the November 8th.
- Inflow and Infiltration/Manhole Rehab Project
 - Context: During the storm on 10/25/21 in the early hours our normal flow is approximately 40-45 GPM but we had 236 GPM flowing to the Twain Harte wastewater facility. This will increase as the ground gets saturated.
 - Purchased 3 locking watertight manhole frame/lids to install at sites with known I & I


Twain Harte Community Services District

[Map](#) [SmartTrend®](#) [Alarms and Alerts](#) [System Operations](#) [Multi Charts](#) [Super Admin](#) [Support](#) 

[Static Charts](#)



Time Period Date Range Long Filter



Locations

- Cedar Pines Bench
- [RAIN] SmartRain 1

-
-

Total : 485,360 Gallons
 Total : 7.11 in

Chart up to 5 data series by selecting additional locations & their data types.



Parks and Recreation

- Cameras Update: Currently scheduled for 11/9/21
- Ballfield Updates: Closed during storms/when wet
- Community Center Updates
 - Gx Delivery is scheduled for November 15th

Special Thanks

To Bill Bamford for his repairs made on a damaged park bench.



And to Twain Harte FD for their continued partnership and assistance



Year: 2021

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	1,782,867	888,093	1,724,068	830,885	171,667	5,225,913	8,304,262	37.07%	5.95	31.5
Feb	812,370	1,084,946	1,670,276	1,048,320	79,857	4,615,912	5,836,362	20.91%	2.72	0
Mar	682,442	1,106,362	2,160,718	960,206	89,574	4,909,728	5,776,198	15.00%	2.69	15
Apr	2,354,350	1,132,186	2,027,031	962,489	251,811	6,476,056	6,737,931	3.89%	0.92	0
May	4,363,858	1,151,918	2,158,505	980,655	524,483	8,654,936	9,624,851	10.08%	0.01	0
Jun	4,150,136	1,058,889	2,070,629	907,236	688,531	8,186,890	11,912,958	31.28%	0	0
Jul	5,680,435	1,090,602	2,126,878	960,809	371,587	9,858,724	14,740,484	33.12%	0.12	0
Aug	5,478,035	1,076,388	1,993,583	933,315	441,054	9,481,321	14,605,710	35.08%	0	0
Sep	4,098,818	1,011,057	1,906,649	905,631	466,333	7,922,155	10,891,827	27.27%	0.15	0
Oct	5,376,900	857,787	972,012	319,170	375,714	7,525,869	9,867,000	23.73%	5.39	0
Nov						0				
Dec						0				
Total	34,780,211	10,458,228	18,810,349	8,808,716	3,460,611	72,857,504	98,297,583	25.88%	17.95	46.5

*Derived from Production for Consumption worksheet (well production is not included)

**Total Recycled is the RWB total (from ditch and SB Res.) and sample recycle total combined

***SWTP + Well #1 + Well #2 + Well #3

11/16/2016

GM REPORT

NOVEMBER 10, 2021



ADMIN ACTIVITIES

- Fiscal Year 2020-21 Audit
- Fire Captain & Utility Operator Recruitment
- Records Retention Organization & Destruction
- Paperless Billing
- Annual Park Donation Letter
- Lawsuit Preparation
- Stormwater Grant Funding Agreement

CAPITAL PROJECTS

Motor Control Center (MCC) Upgrade

Budget: \$100,000

Condition assessment revealed complete MCC replacement is necessary for longevity of pump and motor operations at the Water Treatment Plant. Full replacement may cost more than original upgrade budget. Design anticipated in December.

Mono Sewer Bench Replacement

Budget: \$35,000

Completion of replacement of 200-ft section of deteriorated sewer line anticipated to be complete this month.

Community Center Generator

Budget: \$16,000

Delivery and installation of the generator anticipated this month.

SCBA Fill Station/Fuel Station Generator

Budget: \$21,000

Generator ordered. Delivery anticipated in March 2022.

Fire Station Backwall Excavation & Sealing

Budget: \$35,000

Design initiated to keep drainage from seeping through apparatus bay walls. Completion anticipated by Spring 2022.

SCADA Upgrade Project

Budget: \$285,000 Water / \$85,000 Sewer

Design of SCADA system to remotely operate, monitor and control water and sewer system facilities to begin in late winter 2022.

MEETINGS OF INTEREST

- 10/14** Eagle Scout Project Proposal
- 10/27** MCWRA: Drought, Fire & Climate
- 10/28** County Water Policy Committee
- 11/2** County BOS: Emergency Alert Sirens
- 11/9** Adventist Health: Blue Zones Partnering

PLANNING PROJECTS

Sewer System Evaluation/Analysis

Budget: \$500,000

Condition assessment, analysis and engineering report complete. Design and development of a construction grant application for a project to replace deteriorated and leaking sewer lines is anticipated to be complete in late Spring 2022.

Water System Evaluation/Analysis

Budget: \$499,053

Hydraulic model is complete. Leak detection and water loss analysis is being performed this month.

FUNDING OPPORTUNITIES

PROP 68 STATEWIDE PARK PROGRAM - \$1.25M
TH Meadows Park / Award: Fall 2021

USDA COMMUNITY FACILITIES - \$225,000
Type 1 Fire Engine / Due: November 2021

PROP 68 PER CAPITA GRANT - \$177,953
Park Improvements / Due: December 31, 2021

PROP 68 RURAL RECREATION - \$1.25M
TH Meadows Park / Due: January 20, 2022

FEMA SAFER GRANT - Unknown
Engineer Staffing / Due: March 2022