

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 THCSD CONFERENCE ROOM 22912 VANTAGE POINTE DR., TWAIN HARTE March 13, 2024 - 9:00 A.M.

NOTICE: This meeting will be accessible via ZOOM for virtual participation.

- Videoconference Link: <https://us02web.zoom.us/j/89047986558>
- Meeting ID: 890 4798 6558
- Telephone: (669) 900-6833

AGENDA

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

1. Call to Order

2. Pledge of Allegiance & Roll Call

3. Reading of Mission Statement

4. Public Comment

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

5. Presentations

A. Presentation of LUCAS Chest Compression System machine by Chief Gamez.

6. Consent Agenda

A. Presentation and approval of financial statements through February 29, 2024.

B. Approval of the minutes of the Regular Meeting held on February 14, 2024.

7. New Business

A. Discussion/action to adopt Resolution #24-09 – Approval of an Agreement for Management and Administrative Services with Regional Government Services Authority and a Fiscal Year 2023-24 Administrative Fund Budget Adjustment.

B. Annual review of Policy #1030 – Communications Policy.

C. Discussion/action to adopt revisions to Policy #2040 – Sick Leave.

- D. Discussion/action to adopt revisions to Policy #2160 – Grievance Procedure.
- E. Discussion/action to adopt revisions to Policy #2215 (Harassment) and rescind Policy #2170 (Sexual Harassment).
- F. Discussion/action to adopt revisions to Policy #2280 – Employee Entrance Medical Exam.
- G. Discussion/action to adopt revisions to Policy #2285 – Providing Employment Reference Information.
- H. Discussion/action to adopt revisions to Policy #2341 – Water/Wastewater Intern Program.
- I. Discussion/action to approve stipend increases for the Volunteer Firefighter Interns and Volunteer Apparatus Operator Interns and adopt related revisions to Policy #2303 (Volunteer Firefighter Intern Program) and Policy #2304 (Volunteer Apparatus Operator Intern Program).

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 – Anticipated Litigation:
Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
(1 case)

10. Adjourn

HOW TO VIRTUALLY PARTICIPATE IN 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.

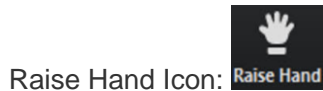
* NOTE: your personal video will be disabled and your microphone will be automatically muted.

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

SUBMITTING PUBLIC COMMENT

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

- **Before the Meeting:**
 - Email comments to ksilva@twainhartecsd.com, write “Public Comment” in the subject line. In the body of the email, include the agenda item number and title, as well as your comments.
 - Mail comments to THCS Board Secretary: P.O. Box 649, Twain Harte, CA 95383
- **During the Meeting:**
 - Computer/Tablet/Smartphone: Click the “Raise Hand” icon and the host will unmute your audio when it is time to receive public comment. If you would rather make a comment in writing, you may click on the “Q&A” icon and type your comment. You may need to tap your screen or click on “View Participants” to make icons visible.



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

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

MEETING ETIQUETTE

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

ACCESSIBILITY

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

WRITTEN MEETING MATERIALS

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



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	05A	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Presentation of LUCAS Chest Compression System by Chief Gamez.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: <u>2</u>		

RECOMMENDED ACTION:

None.

SUMMARY:

Thanks to the extensive fundraising efforts of the Twain Harte Area Community Emergency Response Team (CERT), the District's Fire Division was able to purchase a LUCAS Chest Compression System (LUCAS) machine to provide better medical services to its customers. The LUCAS machine is designed to provide consistent and effective automated chest compressions during cardiopulmonary resuscitation (CPR) in emergency medical situations without the continuous physical efforts of emergency personnel. Its purpose is to enhance the quality of chest compressions, ensuring continuous circulation and improving the chances of a positive outcome for individuals experiencing cardiac arrest. Acquiring this device advances the District's strategic goal of preparing staff for events that threaten our community.

Chief Gamez will provide a presentation of the LUCAS device.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- None



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	06A	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Presentation and Approval of Financial Statements through February 29, 2024		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Receive and approve the financial statements through February 29, 2024

SUMMARY:

This item presents the following Fiscal Year 2023-24 financial statements for all District Funds through February 29, 2024:

- Operating Expenditure Summary
- Capital Expenditure Summary
- Bank Balances – Including a summary of receipts and disbursements

As a general summary of the financial statements:

- Operating expenses for all funds except Fire and Water are at or below the target of 66.7% expended.
- Operating expenses for the Fire and Water Funds are above the target level of 66.7% due to strike team costs and large full-year expenses paid at the beginning of the fiscal year including insurance premiums, chemical and testing supplies, and loan principal payments.
- Operating expenses for the Sewer fund are low because the Sewer Fund’s largest expense is a quarterly wastewater treatment invoice from Tuolumne Utilities District. If that bill was provided monthly, the Sewer Fund expenses would be 62% of budget.
- Bank balances are healthy and in line with expectations. The month of February included a large deposit from a grant reimbursement that covers Twain Harte Meadows Park Project capital costs from last fiscal year. Large capital project payments related to the Twain Harte Meadows Park Project and the Million Gallon Tank #2 Project are also included, which will be reimbursed later by state grant funding. Property tax revenue for the Fire and Park Funds is typically received in December and April, so disbursements for Fire and Park operations during other months are covered by Operating Reserves.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Operating Expenditure Summary
- Capital Expenditure Summary
- Bank Balances – Including a summary of receipts and disbursements

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
23/24 OPERATING EXPENDITURE SUMMARY
As of February 29, 2024**

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 66.7%)
Park	98,041	55,482	42,559	56.59%
Water	1,567,021	1,046,983	520,038	66.81%
Sewer	1,031,833	551,931	479,902	53.49%
Fire	1,352,603	957,003	395,600	70.75%
Admin	813,730	505,347	308,383	62.10%
TOTAL	\$ 4,863,228	\$ 3,116,746	\$ 1,746,482	64.09%

TWAIN HARTE COMMUNITY SERVICES DISTRICT
23/24 CAPITAL EXPENDITURE SUMMARY
As of February 29, 2024

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 66.7%)
Park	2,940,427	1,060,696	1,879,731	36.07%
Water	1,789,850	952,746	837,104	53.23%
Sewer	316,800	27,708	289,092	8.75%
Fire	450,900	23,083	427,817	5.12%
Admin		-	-	
TOTAL	\$ 5,497,977	\$ 2,064,233	\$ 3,433,744	37.55%

TWAIN HARTE COMMUNITY SERVICES DISTRICT
BANK BALANCES
As of February 29, 2024

Account	Beginning Balance	Receipts	Disbursements	Transfers	Current Balance
Five Star - Operating	540,221	621,463	(422,656)	170,000	909,028
Five Star - Money Market	1,141			330,000	331,141
LAIF - Investment	2,277,493	24,270		(500,000)	1,801,763
TOTAL	\$ 2,818,855	\$ 645,733	\$ (422,656)	\$ -	\$ 3,041,932



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	06B	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Approval of the Minutes of the Regular Meeting Held on February 14, 2024.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Approve the minutes of the Regular Meeting held on February 14, 2024.

SUMMARY:

The California Government Code and District Policy #5060 (Minutes of Board Meetings) requires the District to keep a record of all its actions. As such, the District's Board Secretary prepared draft minutes for the Board's Regular Meeting held on February 14, 2024, in the format required by Policy #5060. The Board's responsibility is to review and approve the draft meeting minutes.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Minutes of the Regular Meeting held on February 14, 2024

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Board of Directors Regular Meeting
February 14, 2024

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

DIRECTORS:

President Sipperley
Director Mannix
Director Knudson
Director Dearborn

STAFF:

Tom Trott, General Manager
Neil Gamez, Fire Chief
Lewis Giambruno, Operations Manager

AUDIENCE: 3 Attendees

PUBLIC COMMENT ON NON-AGENDIZED ITEMS:

- *Several public attendees made comments on items not on the agenda.*

PRESENTATIONS:

- A. Presentation of the Fiscal Year 2022-23 Audit Report by Blomberg and Griffin.
 - *John Blomberg of Blomberg and Griffin presented the final FY 2022-23 Audit Report. He stated that the audit went well, and, in their opinion, the District's financial statements are presented fairly in accordance with accounting principles. He stated that no adjustments were needed, except for the standard GASB 68 (CalPERS pension related).*

CONSENT AGENDA:

- A. Presentation and approval of financial statements through January 31, 2024.
- B. Approval of the minutes of the Regular Meeting held on January 10, 2024.
- C. Approval of Resolution #24-06 – Directing Preparation of the Engineer's Report for Continuation of the Fiscal Year 2024-25 Assessment for the Twain Harte Park and Recreation Maintenance District.
- D. Approval of Resolution #24-07 – Accepting the Fire Chief's Report of Annual Inspections of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

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

SECOND: Director Mannix

AYES: Sipperley, Knudson, Dearborn, Mannix

NOES: None

ABSTAIN: None

ABSENT: Bohlman

NEW BUSINESS:

- A. Discussion/action to adopt Resolution #24-08 – Awarding a Contract to Allsport America, Inc. for SportGame Grid Playing Surface for the Pickleball Courts Improvement Project.

MOTION: Director Mannix made a motion to adopt Resolution #24-08 – Awarding a Contract to Allsport America, Inc. for SportGame Grid Playing Surface for the Pickleball Courts Improvement Project.

SECOND: Director Dearborn

AYES: Sipperley, Dearborn, Mannix

NOES: None

ABSTAIN: Knudson

ABSENT: Bohlman

- B. Discussion/action to adopt Resolution #24-09 – Approval of an Agreement for Management and Administrative Services with Regional Government Services Authority and a Fiscal Year 2023-24 Administrative Fund Budget Adjustment.

MOTION: Director Mannix made a motion to defer this topic until the regular March Board meeting and have the Finance/Policy Committee discuss it in greater detail at their regular March committee meeting.

SECOND: Director Dearborn

AYES: Sipperley, Knudson, Dearborn, Mannix

NOES: None

ABSTAIN: None

ABSENT: Bohlman

- C. Discussion regarding General Manager salary and duties.

- *The Board discussed the General Manager’s salary in relation to his duties and, specifically, the recent added financial duties. Director Sipperley discussed the need to seriously evaluate the General Manager’s salary at his next annual evaluation.*

- D. Discussion/action regarding semi-annual review of the District’s Strategic Plan.

- *The Board reviewed the Strategic Plan and recommended that no changes be made at this time.*

REPORTS:

President and Board Member Reports

- *Director Mannix reported on attendance at the recent Tuolumne County Local Agency Formation Commission (LAFCO) meeting and related issues.*
- *Director Sipperley reported on attendance at a recent Tuolumne County Board of Supervisors meeting and LAFCO issues that were discussed at the meeting.*

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.*

ADJOURNMENT:

The meeting was adjourned at 12:12 p.m.

Respectfully submitted,

APPROVED:

Tom Trott, General Manager
On behalf of:
Kimber Silva, Board Secretary

Gary Sipperley, President



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	07A	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #24-09 – Approval of an Agreement for Management and Administrative Services with Regional Government Services Authority and a Fiscal Year 2023-24 Administrative Fund Budget Adjustment.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: <u>5.1, 5.2</u>		

RECOMMENDED ACTION:

Adopt Resolution #24-09 – Approval of an Agreement for Management and Administrative Services with Regional Government Services Authority and a Fiscal Year 2023-24 Administrative Fund Budget Adjustment.

SUMMARY:

On January 3, 2024, the District’s Finance Officer took a position at another agency. In order to ensure the Finance Officer’s financial responsibilities continue to be undertaken with excellence, the District took the following actions:

1. The Board adopted Resolution #24-05 on January 10th, appointing the position of General Manager as the District Treasurer.
2. The Finance/Policy Committee developed a plan with the General Manager and former Finance Officer to transfer the duties of the Finance Officer position to the General Manager and a financial consultant with expertise in government finance. This plan was developed as an alternative to seeking to fill the Finance Officer position because the Committee recognized the difficulty of recruiting a highly skilled individual to fill a position that currently requires part-time, non-benefitted work. The Committee also believed the plan provided a more fiscally responsible solution than increasing the Finance Officer position to a full-time, benefitted position. To account for some of the loss of administrative staff capacity, the plan also includes increasing the hours of an existing part-time Administrative Assistant. The Committee recommends this plan as the best way to continue to provide professional fiscally responsible services.

In order to fully carry out these actions, the Finance/Policy Committee recommends entering into an agreement with Regional Government Services Authority (RGS) to provide the financial consulting services to the District. RGS is a Joint Powers Authority (JPA), a type of local government agency formed under Section 6500 of the California Government Code, that exists for the purpose of providing services to other California local governments. RGS has over 100 employees with experience in the public sector and provides administrative, human resources, project management and financial services to dozens of local governments across California.

Under the terms of the attached Agreement for Management and Administrative Services, RGS will provide a range of financial services to the District, including but not limited to:

- Budget Input and adjustments in the District’s accounting software;
- Quality Control for accounting and financial functions including by limited to:
 - Facilitating cost allocation to appropriate funds.
 - Reviewing expenditures per the chart accounts for accuracy and assuring success of corrective measures to the system of record;
- Bank statement reconciliations;
- Facilitation of year end closing activities;
- Audit management and communication with the District’s Independent Auditor; and
- Senior management level financial consulting advice and analysis.

The agreement includes a “not-to-exceed” contract amount of \$69,800 and a term that runs through December 31, 2024. The agreement can be terminated at any time with 30 days’ notice and converts to a month-to-month agreement after the term expires. Services performed by RGS are undertaken only at the District’s request and are charged based on actual hours spent providing such services.

Approval of the proposed agreement is necessary to undertake the Finance/Policy Committee’s recommendation to cover the Finance Officer position’s duties with excellence. The success of the plan will be continually re-evaluated and will be formally re-evaluated by the Board during preparation of the Fiscal Year 2024-25 budget in May and June. If, at any time, the General Manager and Board determine that the plan is not providing excellent, professional and fiscally responsible services, the agreement will be terminated and the District will recruit a Finance Officer.

FINANCIAL IMPACT:

Approval of the proposed agreement will result in a conservative estimated cost of \$35,000 for the remainder of Fiscal Year (FY) 2023-24. However, after salary savings resulting from a vacant Finance Officer position and increased Administrative Assistant hours, there will be an overall estimated savings of \$6,747 this FY. Approval of the agreement requires an Administrative Fund FY 2023-24 budget adjustment to reflect these changes.

If the Board decides in the future to continue with the plan to transfer the Finance Officer position duties to the General Manager and RGS, the District will save approximately \$25,700 per year.

ATTACHMENTS:

- Resolution #24-09 – Approval of an Agreement for Management and Administrative Services with Regional Government Services Authority and a Fiscal Year 2023-24 Administrative Fund Budget Adjustment
- Regional Government Services Authority (RGS) Agreement for Management and Administrative Services
- Regional Government Services Brochure
- Cost Comparison of Finance Officer Options

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 24-09**

**APPROVAL OF AN AGREEMENT WITH REGIONAL GOVERNMENT SERVICES
AUTHORITY FOR FINANCIAL SERVICES AND FISCAL YEAR 2023-24
ADMINISTRATIVE FUND BUDGET ADJUSTMENT**

WHEREAS, part of the District's mission is to provide professional, fiscally responsible services; and

WHEREAS, in order to continue to provide such services, the District desires to transfer the duties of its Finance Officer position to its General Manager and Regional Government Services Authority (RGS), a local government organization that specializes in California government finance; and

WHEREAS, RGS is a Joint Powers Authority (JPA), a type of local government formed under California Government Code Section 6500, with the purpose of providing administrative services (including financial) to California local governments; and

WHEREAS, in order to obtain RGS's services, the District must enter into the attached Agreement for Management and Administrative Services (Agreement); and

WHEREAS, the Agreement has a not-to-exceed price of \$69,800 for services through December 31, 2024, and is estimated to cost \$35,000 through the end of Fiscal Year (FY) 2023-24; and

WHEREAS, the District will realize salary savings by transferring financial duties to its General Manager and RGS and leaving its Finance Officer position vacant; and

WHEREAS, entering into the Agreement with RGS and transferring Finance Officer duties requires a FY 2023-24 Administrative Fund Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Twain Harte Community Services District that:

1. The attached Agreement for Management and Administrative Services with Regional Government Services Authority is approved and the General Manager is authorized to execute said Agreement; and
2. The FY 2023-24 Administrative Fund Budget is adjusted as follows:
 - A. Decrease the "Salaries" expense category by \$23,436.00;
 - B. Decrease the "Benefits" expense category by \$18,311.00;
 - C. Increase the "Auditing/Accounting Services" expense line item by \$35,000.00; and
 - D. Decrease the "Admin Transfer Out" by \$6,747.00, from \$813,730.00 to \$806,983.00.

PASSED AND ADOPTED, by the Board of Directors of the Twain Harte Community Services District at a regular meeting held on March 13, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary Sipperley, Board President

Kimberly Silva, Board Secretary



RGS Is Committed to Reducing Paper Waste by Use of Electronic Processes

RGS requests your assistance with meeting these waste reduction goals by joining us in the use of digital signature and electronic payment methods during our collaboration to reduce mailing and paper expenses.

As a convenience, RGS offers DocuSign to digitally sign our Agreements, providing a secure and legally binding digital signature process that eliminates the need for printing and distribution of documents.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the 5th day of February 2024, by and between the **TWAIN HARTE COMMUNITY SERVICES DISTRICT**, a municipal agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons. For the avoidance of doubt, however, RGS retains sole control as to assignment of its personnel.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

Section 2. Term of Agreement and Termination.

- 2.1** Services shall commence on or about the Effective Date, and this Agreement is anticipated to remain in force to December 31, 2024, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to month basis, it shall automatically terminate upon the ninety-first (91st) continuous day with no billable service hours. After the ninety-first (91st) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.
- 2.2** This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory and/or RGS has not resolved the performance issues to the satisfaction of the Agency, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of the Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment for services under this Agreement shall not exceed \$69,800 and shall be as provided in the **Exhibits**.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

- 5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:
- 5.1.1** Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.
- 5.1.2** Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

- 5.1.3** In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.
- 5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency’s objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.
- 5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**. Agency confirms that RGS employees are not assuming and are not expected to assume any Agency staff position(s).
- 5.4** RGS employees may require access to Agency’s computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)
- 5.5** Agency shall not have any right to discharge any employee of RGS from RGS employment.
- 5.6** The provisions of this Agreement are not intended to create, nor shall they in way be interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.
- 5.7** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker’s compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. General Liability Coverage. RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers' Compensation Coverage.

6.1.1 General requirements. RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

6.1.2 Waiver of subrogation. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

- a.** Agency and its officers, employees, and agents, shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b.** An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and agents.
- c.** All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

- 6.4.2 Acceptability of coverage providers.** All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.
- 6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies coverage at any time.
- 6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation.** During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

Section 7. Legal Requirements.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

- 7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.
- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 RGS Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Disputes. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. Venue/Attorneys' Fees. Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 14. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. Employment Offers to RGS Staff. Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 16. Entire Agreement. This Agreement, including the **Exhibits**, comprises the entire Agreement.

Section 17. Indemnification.

17.1 RGS' indemnity obligations.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to reasonable attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Training disclaimer

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

17.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action,

or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) (“Retirement Program”), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency’s Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency’s employees, Agency shall inform RGS within five business days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency’s Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments, if any.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: Twain Harte Community Services District
22912 Vantage Point Dr.
Twain Harte, CA 95383

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____

Agency

By: _____

Tom Trott, P.E. General Manager
E: ttrott@twainhartecsd.com

DATED: 2/6/2024

Regional Government Services Authority

By: _____

DocuSigned by:
Sophia Selivanoff
Sophia Selivanoff, Executive Director

Exhibit A

Compensation.

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder. The Parties further agree adjustments to the hourly bill rate shown below for "RGS Staff" will be made on July 1 of each year, when RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Direct Costs.** Agency shall reimburse RGS for direct external costs. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency are not included in the hourly bill rate and, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

Payment Process/Address. RGS prefers invoices be paid electronically.

RGS will reach out to your invoicing contact to establish and provide electronic payment instructions.

However, should you have questions or need other payment options, please contact:

Lindsay Rice, RGS Accounting Manager
(650) 587-7300X12 | lrice@rgs.ca.gov

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Tom Trott, P.E. General Manager	ttrott@twainhartecsd.com

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Tom Trott, P.E. General Manager	ttrott@twainhartecsd.com

RGS STAFF RATES

TITLE	HOURLY RATE*
Strategic Services Consultant	\$176
Senior Advisor	\$150
Advisor	\$128
Technical Specialist	\$114
Administrative Specialist	\$102

**The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.*

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, RGS shall assign RGS employee(s) to serve as Advisors to the Twain Harte Community Service District, hereafter “Agency.” RGS services are not duplicated by Agency employees and are not intended to be performed by Agency employees but are wholly outsourced to RGS. This work may be done onsite or remotely.

- 1) RGS will provide a range of Finance services to support the Agency’s mission.
- 2) A team of RGS employees will also deliver finance services when requested by the Agency, which will reflect best management practices appropriate for a Special District. Services may include but are not limited to:
 - a) Budget Input, including adjustments into Tyler Incode.
 - b) Quality Control for accounting and financial functions including by limited to:
 - i) Facilitating cost allocation to appropriate funds.
 - ii) Reviewing expenditures per the chart accounts for accuracy and assuring success of corrective measures to the system of record
 - c) Recommend banking reconciliation to the General Manager.
 - d) Facilitate year end closing activities.
 - e) Review of payroll accruals
 - f) Annual Audit Project management and communication with the Independent Auditor
- 3) Additionally, RGS will provide Senior Management level financial consulting and financial analysis on any matter requested by the District.
- 4) RGS Advisors will be reasonably available to perform the services during the normal work week.
- 5) RGS Team members will maintain open communication lines with each other and Agency staff through written documentation, video conference calls, phone, and e-mail as needed to accomplish agreed-upon projects.
- 6) The Agency will only be invoiced for the actual hours worked. The work will be done remotely or onsite. RGS Advisors may occasionally work at City worksites with the pre-approval of the RGS Lead Advisor.
- 7) External costs, such as postage, courier services, or other tracked hard copy delivery confirmation services will be invoiced at cost to the Agency with no markup. All such costs will fall outside the not-to-exceed for services provided.
- 8) Projects and activities may be modified on request of the Agency.
- 9) The RGS team assigned will be led by a Lead Advisor, who will both perform work and direct projects to other RGS staff as needed. RGS staff, with equal or lower bill rates, will be assigned to projects or tasks at Lead Advisor’s discretion.

Certificate Of Completion

Envelope Id: 3E73F2955C4B484983EA1E5B6DE0721C	Status: Delivered
Subject: Complete with DocuSign: 2024-02-05 Twin Hart CSD (Fin Svcs).pdf	
Source Envelope:	
Document Pages: 14	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Anna Marie Will
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 1350
	Carmel Valley, CA 93924
	awill@rgs.ca.gov
	IP Address: 98.36.172.24

Record Tracking

Status: Original	Holder: Anna Marie Will	Location: DocuSign
2/5/2024 7:30:15 PM	awill@rgs.ca.gov	

Signer Events

Sophia Selivanoff
 sselivanoff@rgs.ca.gov
 Executive Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 3825EF3025FC4BC...
 Signature Adoption: Pre-selected Style
 Using IP Address: 107.209.21.61

Timestamp

Sent: 2/5/2024 7:32:25 PM
 Viewed: 2/6/2024 7:09:25 AM
 Signed: 2/6/2024 7:09:40 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tom Trott, P.E. THCS D General Manager
 ttrott@twainhartecsd.com
 General Manager
 Security Level: Email, Account Authentication (None)

Sent: 2/5/2024 7:32:25 PM
 Resent: 2/5/2024 7:33:23 PM
 Viewed: 2/6/2024 9:50:35 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/5/2024 7:32:26 PM
Envelope Updated	Security Checked	2/5/2024 7:33:22 PM
Certified Delivered	Security Checked	2/6/2024 9:50:35 AM
Payment Events	Status	Timestamps



**REGIONAL
GOVERNMENT
SERVICES**

SERVING PUBLIC AGENCIES SINCE 2002

Our mission is to provide quality, innovative, cost-effective services to public agencies.



Regional Government Services (RGS) is a Joint Powers Authority that began serving cities, special districts, counties, and other governmental entities in 2002. We work with public agencies, providing a ready source of consultative expertise and project delivery to meet the needs of our partner agencies in a broad range of service areas.

RGS offers expertise in human resources, communications, planning, finance, and employee benefits administration as well as project management and support services at all levels. We also offer a complete suite of training services for employees and management teams including team building retreats and strategic planning sessions.

Our team of Senior Advisors, supported by over 100 team members, has worked with more than 300 agencies throughout the state (and other states) from small municipalities to large metropolitan planning organizations. We don't have clients; we have partners who benefit from our low-cost delivery model and open source access to tools created to improve internal efficiencies and the delivery of services to the public.

We are evolving as our partners' needs are growing, offering more advisors for existing services and new services and solutions to agencies facing increasingly obligated revenues and increasing demands. We exist for one purpose: to help our partners succeed.

CURRENT MEMBER AGENCIES

Citrus Heights Water District
City of Dublin
City of Larkspur
City of Napa
City of Soledad
City of Walnut Creek
Town of Yountville

BOARD OF DIRECTORS

Hilary Straus
General Manager

Dan Buckshi
City Manager

Linda Smith
City Manager

Brent Slama
Interim City Manager

Liz Habkirk
Deputy City Manager

Steve Rogers
Town Manager

Dan Schwarz
City Manager

HUMAN RESOURCES SERVICES

RGS provides a complete array of human resource (HR) management services to partner agencies, from strategic resources and policy planning, to operational and transactional activities such as recruitment, classification and compensation analysis (including FLSA compliance), benefits administration, employee relations case management, workplace investigations and disability management services. Our HR partnerships begin with a complete assessment of current operations, identifying critical needs and organizational priorities. Ongoing services and projects focus on developing and implementing effective administrative systems and HR best practices; and supporting agency managers' use of these practices to obtain outstanding staff performance, achieve compliance and meet organizational goals.



LOCAL LAND USE PLANNING SERVICES

The RGS Planning team offers a wide range of land use planning services to support public agencies in managing fluctuating workloads; preparing and processing General Plan elements, updates and amendments; Local Coastal Programs and Plans; Specific Plans, municipal code revisions to improve zoning and subdivision regulations; and the processing of commercial, industrial, residential, and mixed-use urban development projects through a variety of regulatory agencies and procedures. Our experience encompasses the preparation of complex reports and studies on such issues as growth management, coastal development, design review, and development policy evaluation. We can also assist agencies with the preparation of CEQA documents and related technical studies, plan checking for regulatory compliance and mitigation monitoring.

PROJECT MANAGEMENT & WORKLOAD SUPPORT

RGS provides both short- and long-term solutions at all levels. Our team provides skilled, experienced personnel to assess and strengthen organizational infrastructure, support organizational transitions, ensure project deliverables and outcomes are achieved, and mentor and coach staff as needed. In addition to services detailed in this brochure, additional areas of expertise include:

- **Risk Management Assessment and Program Development**
- **Workplace Safety Assessment and Program Development**
- **Procurement Programs**
- **CIP Program Coordination and Project Services**
- **Elections Process Coordination**
- **Public Records Act and Records Management**
- **Public Safety Administration Assessment and Program Development**



EMERGENCY MANAGEMENT SERVICES

RGS provides comprehensive emergency and disaster management program support to local government agencies. The RGS team has developed and implemented a broad range of emergency management programs, projects, and services for cities, counties, and special districts throughout California. The RGS team has experience in all phases of emergency management, including preparedness, response, cost recovery, and mitigation. We have in-depth knowledge of local emergency management programs and systems specific to emergency operations center (EOC) functionality and development, EOC training & exercising, response system functions, FEMA compliant records & claims management, and overall emergency management program design and effectiveness.

COMMUNICATIONS & ENGAGEMENT

RGS offers communications and engagement services to help meet objectives and improve outcomes. We have developed and implemented a broad range of planning/communications plans and specialize in helping public agencies use data, studies, and innovative research/engagement tools to communicate complex information to a wide variety of audiences. Whether it is gaining support for a capital improvement project or ongoing outreach, our experts are here to help. RGS provides the value-added synergies across multiple disciplines needed to deliver work products infused with not only subject matter expertise, but also adapted for each agency's work culture for ease of implementation with limited staffing and budget.



EMPLOYEE BENEFITS PROGRAMS

The RGS team has established and cooperatively maintains benefit programs with and for public agencies. We have created and facilitated pools with other agencies to share costs or gain cost efficiencies to provide greater employee value for medical, dental, 401(a) and 457(b) plans. For more details, visit our Pooled Programs website page: www.rgsca.gov/services/pooled-programs/



GOVERNMENT FINANCE

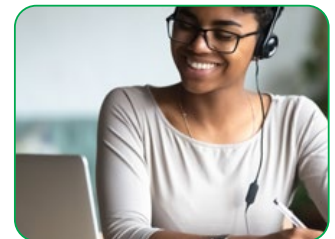
RGS provides comprehensive financial consulting services to partner agencies, delivering director-level strategic and policy planning, as well as operational analysis, and project delivery. Our finance partnerships begin with a complete assessment of current operations, identifying critical compliance issues and organizational priorities. RGS can also provide ongoing services that include the development and implementation of an array of administrative systems, support and staff development to achieve compliance and meet organizational goals.



TRAINING AND TEAM BUILDING PROGRAMS

RGS is a resource for a range of staff development services, specializing in supervisory and management skill-building academies, management coaching and team building retreats. Programs include:

- **Supervisor/Manager Training Academy**
- **Lead/Sr. Worker Training Academy**
- **Board/Council Retreats and Team Building**
- **Employee Team Building**
- **Customized Individual Executive Coaching**



NEOGOV SUPPORT SERVICES



RGS provides a suite of support services to make implementing and using NEOGOV software seamless. Our experienced professionals can set your team up for success, allowing them to focus on their core duties. Whether it is high-level guidance for implementation, full project management or hands-on-deck maintenance support, we have an array of offerings and personnel to suit your organization's current

needs. RGS also trains all levels of users, including empowering your team members to become your go-to NEOGOV trainers.



PARTNER WITH RGS!

Contact us today to learn more about our services and partnership opportunities at 844.587.7300



STRATEGIC PLANNING SERVICES

RGS supports cities, metropolitan planning organizations, special districts and other local governments in their efforts to create sustainable communities. Our consultants have direct experience resolving the unique challenges inherent in delivering consistent, high quality services in a cost-effective manner. RGS consultants also have experience incorporating considerations for establishing an economic base that supports local jobs and revenue generation. Strategic Plans help agencies prioritize their efforts, allocating both fiscal and human resources to achieve their mission, vision and goals. A Strategic Plan can build on past efforts and position agencies for future success; enabling all departments to have a clear understanding of their role in addressing short-term challenges and long-term needs. RGS offers a complete range of strategic planning options from those with community-wide involvement to more scaled down options for elected and/or appointed officials and staff. Our programs can also be adapted to include implementation plans for individual departments.

ECONOMIC DEVELOPMENT

The RGS Economic Development Team provides a broad range of economic development services for cities, counties, universities and special districts throughout the West. The RGS Team has extensive experience in all aspects of economic development focused on setting the stage for business and revenue growth, enhancing community development priorities, strategic planning, scenario analysis, coordination and implementation.

The RGS Economic Development Team leverages modern data analytic tools to deliver meaningful insights for its client agency decision-makers. Our focus is advising clients on opportunities to initiate or enhance business and revenues, increase community vitality, strengthen local and regional economies, and set the stage for equitable and inclusive expansion. The RGS team is particularly attuned to the current challenges facing our communities including COVID and disaster recovery planning and implementation. As a full-service agency, RGS is also well positioned to provide comprehensive program implementation for select clients.

FOR INQUIRIES

Chris Paxton
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650.587.7300 x38
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MANAGEMENT TEAM

Richard Averett
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Regional Government Services (RGS) provides comprehensive finance management support to local government agencies. Public agencies, whether having a handful or dozens of administrative staff, often do not have enough financial planning and accounting resources to get everything done. There is just too much work, with budget development and tracking, audit, capital projects and on-going transactions consuming already strained resources. RGS provides professional-level to executive-level financial experience for day-to-day operations and long-range planning, as well as just the right amount of up-to-date financial technical experience to suit your agency's needs. Partnering with RGS for overall financial management services provides agencies with access to the sound strategic guidance and leadership needed in this critical area, along with experienced staff to perform daily operations – all without incurring the on-going costs required for additional in-house finance positions.

The RGS team has developed and implemented a broad range of programs, projects, and services for cities, counties, special districts, and Joint Powers Authorities throughout California. The RGS team has extensive experience in all aspects of public-sector financial management and accounting, including system-wide financial assessment program services; RDA successor issues, GASB reporting implementations, ERP implementation and development and implementation of legally-compliant and effective financial policies and procedures. RGS specializes in providing professional support for small to mid-sized agencies, serving as the finance management team or supplementing the agency's finance and accounting resources.

Our areas of expertise include:

- **Services that can be scoped and tailored to an agency's specific needs and priorities.**
- **Short-term assignments to provide capacity and expertise to finance departments in transition.**
- **Long-term support and outsourcing of operational functions (e.g. accounts payable, payroll).**
- **Finance department operational assessments.**
- **Internal control review to assess compliance with State Controller's Office requirements of agency management to maintain a controlled environment that averts fraud, losses and material financial reporting errors.**
- **Finance system analysis and needs assessments.**
- **Project management for operational initiatives and/or systems implementation.**
- **Full-service assessment of finance policies, procedures, practices, and compliance with ordinances, codes, GASB, and other guidelines.**
- **Fiscal policy development and implementation (e.g., long-term planning, resource allocation).**

Cost Comparison of Finance Officer Options

Option	Admin Division Salary & Benefits	Outside Services*	Total Cost	(Savings) / Extra Cost**
Baseline - Higgins as 3/4 Time Finance Officer	\$ 683,800		\$ 683,800	
Full-Time Finance Officer	\$ 697,103		\$ 697,103	\$ 13,303
GM as Finance Officer w/3/4-Time Admin Assistant & RGS	\$ 588,305	\$ 69,800	\$ 658,105	\$ (25,695)

Notes

* Outside services costs are an estimated maximum cost and will likely be less.

** The added cost of unfunded pension liability associated with an employee is not included in the estimate



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	07B	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Annual Review of Policy #1030 – Communications Policy		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Accept the annual review of Policy #1030 – Communications Policy.

SUMMARY:

During a previous Board self-evaluation, the Board determined that an annual review of District Policy #1030 (Communications Policy) for the purpose of refresher training would help improve and maintain consistent communications in the District. The Board’s Finance/Policy Committee reviewed the Policy and recommends that no changes be made at this time.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #1030 – Communications Policy

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

POLICY TITLE: Communications Policy
POLICY NUMBER: 1030
ADOPTED: July 12, 2012
AMENDED: 9/10/2015
LAST AMENDED: March 11, 2020

1030.10 PURPOSE

The purpose of this policy is to provide direction to Twain Harte Community Services District Board of Directors and staff in responding to various forms of public communication.

1030.20 PREPARATION

Prior to responding to any form of communication received from the public, another agency/business or the media, the following items must be considered:

1. Source. Identify who communicated the information and who the communication was specifically directed toward.
2. Topic. Determine the main objective of the communication and whether it is based on factual or false information.
3. Level of Importance. Evaluate the level of importance and the level of response needed, if any.
4. Sensitivity. Determine the level of interest in the community and the degree of sensitivity.
5. Timelines. Determine how quickly a response needs to be made.
6. Resolution. Attempt to identify any resolutions to keep issues from becoming long term or ongoing.
7. Form. Identify how the information was distributed (i.e. letter, public meeting, email, phone call, etc.).
8. Response Form. Identify the most appropriate form of response (i.e. individual letter, letter to all customers, website post, press release, media interview, etc.).
9. Responder. Identify the appropriate person to communicate the response.
10. Approval. Identify who needs to approve and/or review the response before release.

1030.30 COMMUNICATION AUTHORITY

Except as specifically described in this policy or as is necessary for the normal carrying out of staff job functions, all communications shall be approved or designated by the General Manager or approved by the Board of Directors. If communications received by the District are determined to have high importance and/or sensitivity, the General Manager may wish to consult with the Board to determine the best communication strategy.

1030.40 Public Comments at Board Meetings

1. Matters not on the Agenda. In accordance with State law, the Board is prohibited from discussing items not calendared on the agenda. The public may address the Board on any item not listed on the agenda and is within the Board's jurisdiction, under the agenda item "**Public Comment: This time is provided to receive information from the public.**" Matters brought up which are not on the agenda may be referred to staff for action or calendared on a future agenda. For public comments regarding items on the agenda, if the comment is erroneous and a staff person can correct the misstatement, staff is encouraged to do so.
2. Clarifications. If a staff person or Board member has some factual data that clarifies and or addresses the comment being made, the staff person or Board member shall respond/answer at that time, instead of waiting for the matter to be put on a future agenda. Public discussion, as in extended question and answer, debate and/or pontification is discouraged.

1030.50 Correspondence from Directors

1. Letters. Directors may wish to have letters/correspondence written to customers, businesses or other entities. Typically, the General Manager and/or Board President (decision made by the entire Board of Directors) shall be charged with transmitting the District's position on matters to the customers, businesses or other entities.
2. Disagreements. On occasion, Directors may disagree with a position the District has taken on an issue. In these instances, Directors may communicate their individual position as private citizens only (no use of title), and shall not use District letterhead or District staff to prepare such responses. If speaking as a Director, Directors shall comply with Section 1030.65 of this Policy.

1030.60 PUBLIC COMPLAINTS

1. Lowest Level. The Board of Directors desires that public complaints be resolved at the lowest possible administrative level and that the method for resolution of complaints be logical and systematic.
2. Definition. A public complaint is an allegation by a member of the public of a violation or misinterpretation of a District policy, state or federal statute of which

the individual has been adversely affected and shall be submitted in writing and signed by the person filing the complaint.

3. Method of Resolution. The individual with a complaint (“complainant”) shall first be directed to the department manager to discuss the matter with the objective of resolving the matter informally.
 - a. If the complainant is not satisfied with the disposition of the complaint by the department manager, the department manager shall refer the complainant to the General Manager. At the option of the General Manager, he/she may conduct conferences and take testimony or written documentation in the resolution of the complaint. The General Manager may document his/her decision in writing, with the complainant being provided a copy; otherwise the resolution or decision of the General Manager will take effect immediately after conferring with the complainant.
 - b. If the complainant is not satisfied with the disposition of the matter by the General Manager, he/she may request consideration by the Board of Directors by filing said request in writing within ten (10) days of receiving the General Manager’s decision. The Board may consider the matter at its next regular Board meeting or call a Special Meeting. In making a decision, the Board may conduct conferences, refer the matter to Committee, hear testimony, as well as utilize the transcripts of written documentation. The Board’s final decision shall be in writing with the complainant being provided a copy.
4. Responding To Public Complaints. When Directors receive a complaint or inquiry from the public regarding the District’s services and/or staff, the Director should acknowledge the complaint/inquiry without making any comment/promise as to what will happen on behalf of the District and forward the message to the General Manager. The General Manager shall either respond to the complaint or designate response to the appropriate staff member.
5. Speaking for the District. When Directors are asked the District’s position on an issue, the response should reflect the position of the District as a whole, based on Board action, policy or ordinance. A Director may clarify his/her vote on an issue by stating, “While I voted against XX, the District voted in support of it.” The General Manager has authority to speak on behalf of the District at all times. When communicating the District’s position, the General Manager’s communication shall be based solely on prior Board action, policy or ordinance.

A Board Director may represent the District at meetings or other venues if the entire Board first authorizes such representation through official Board action. When representing the District, the Director can state the District’s position, not their individual position on any issue.
6. No Prohibition. This policy is not intended to prohibit or deter a member of the community or staff member from appearing before the Board to verbally present

a testimony, complaint, or statement in regard to action of the Board, District programs and services, or impending considerations of the Board.

1030.70 MEDIA CONTACTS

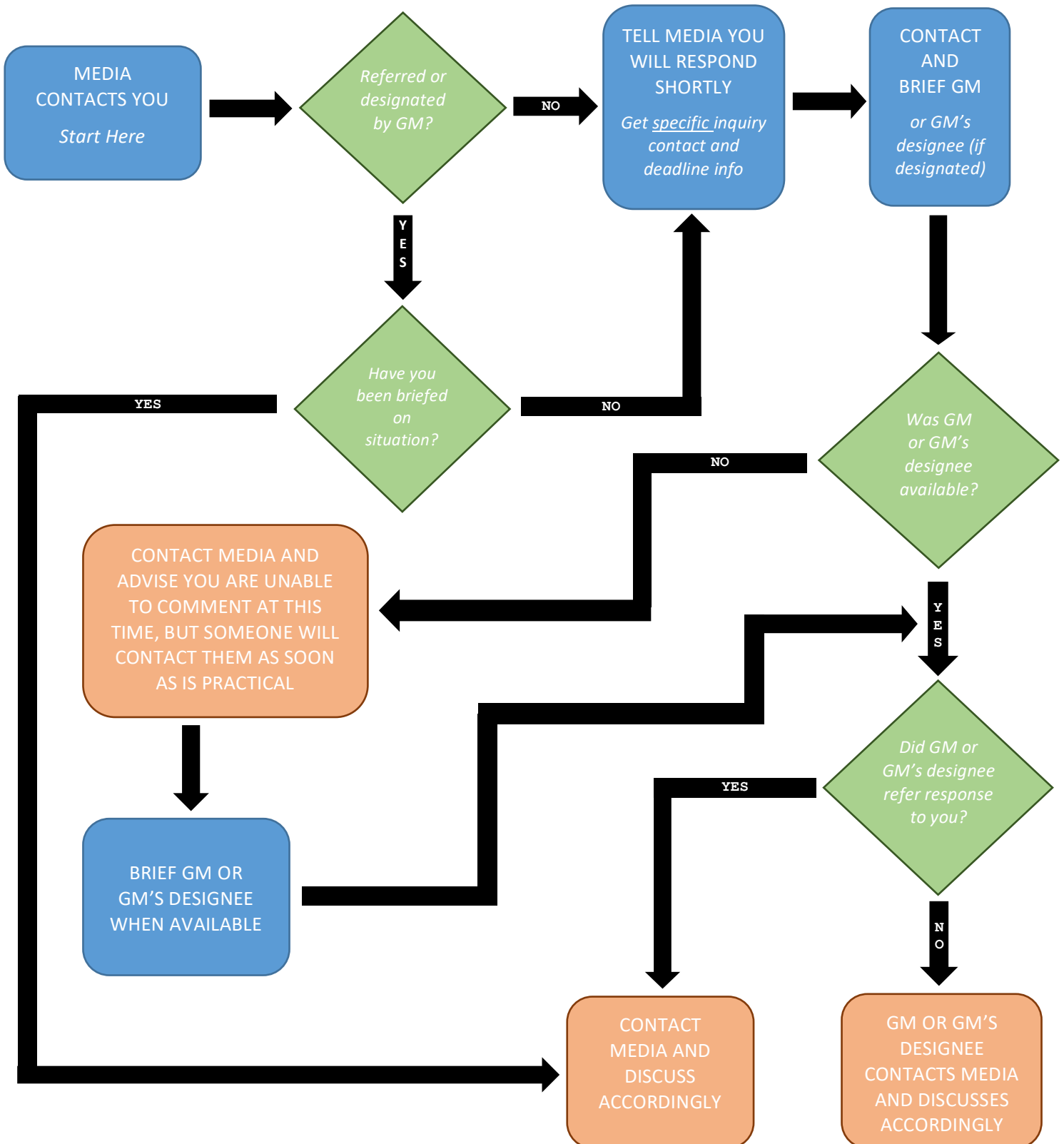
1. Authority. The General Manager has sole authority to contact and respond to media inquiries on behalf of the District. The General Manager may choose to designate personnel or Directors to speak to the media on behalf of the District for specific or routine District activities.

The Board of Directors may vote to designate media contact authority to a Director for a specific time frame in the event the General Manager is unavailable or specific circumstances warrant such action.

2. Referring Questions. In the event Directors or staff are approached for comment by the news media, they shall refer all inquiries to the General Manager in accordance with the attached Media Response Flow Chart.
3. No Admission of Legal Responsibility. No employee or Director shall have any right or authority to make any representation to members of the public or others that the District has legal responsibility for any action, omission or event causing injury, financial loss, damage or inconvenience to any person or property.

MEDIA RESPONSE FLOW CHART

Twain Harte Community Services District





Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	07C	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt revisions to Policy #2040 – Sick Leave.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.13</u>		

RECOMMENDED ACTION:

Adopt revisions to Policy #2040 – Sick Leave.

SUMMARY:

The Board’s Finance/Policy Committee reviewed Policy #2040 (Sick Leave) at its recent meeting to advance Strategic Plan Objective 5.13, which aims for the review and update (if needed) of all District policies. Policy #2040 was adopted on January 10, 2008, and was last amended on May 10, 2023.

Proposed revisions generally include the following:

- Changes to the amount of sick leave that can be used by temporary and seasonal employees to capture recent law changes passed through Senate Bill 616.

The Board’s Finance/Policy Committee reviewed the proposed revisions to Policy #2040 and recommends Board approval.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #2040 – Sick Leave (Redlines Version)
- Policy #2040 – Sick Leave (Clean Version)

TWAIN HARTECOMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Sick Leave
POLICY NUMBER: 2040
ADOPTED: January 10, 2008
AMENDED: 4/14/2016, 11/10/2016, 9/9/2020, 5/10/2023
LAST AMENDED: May 10, 2023

2040.10 PURPOSE AND DEFINITION FOR SICK LEAVE BENEFIT

2040.11 Definition. Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave provided prior notice is provided to the employee's immediate supervisor.

2040.12 Purpose. In order to minimize the economic hardships that may result from an unexpected short-term injury or illness to an employee, immediate family member, or legal dependent, the District provides paid sick leave benefits to regular full-time, regular part-time, seasonal, and temporary employees.

2040.13 Availability. Sick leave is available in the following situations:

1. For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member or designated person as defined in section 2040.40.
2. To obtain any relief or services related to the employee being a victim of domestic violence, sexual assault, or stalking including any items listed in section 2040.50.
3. In those cases in which an employee is taking a sick leave of absence approved in writing by the department head and/or the General Manager.

2040.20 REGULAR FULL-TIME & PART-TIME EMPLOYEES

Regular full-time employees of the District shall be entitled to paid sick leave at the rate of 96 hours per year for regular 40 hour employees. Regular part time employees shall be entitled to sick leave benefits at a prorated rate. Fire personnel on shift work accumulate 144 hours per year. Introductory employees shall earn sick leave credits at the same rate as non-introductory employees within the same classification. Sick leave accrual shall be subject to the following:

1. Accrued sick leave may carry over from year to year, not to exceed 480 hours for regular employees and 664 hours for eligible fire personnel.
2. Sick leave accrues at the rate of 1/ 26th of these totals per pay period and sick leave balances are determined at the end of each pay period.
3. Sick leave does not accrue during periods of approved leave without pay.

2040.30 TEMPORARTY AND SEASONAL EMPLOYEES

Temporary and Seasonal employees of the District shall be entitled to paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment. Sick leave accrual shall be subject to the following:

1. A seasonal or temporary employee is not eligible to begin using any accrued paid sick leave until the 90th day of employment with the District and is only allowed to use up to a maximum of 3-5 days or 24-40 hours of paid sick leave in a 12 month period.
2. Sick leave may accrue up to a cap of 6-10 days or 48-80 hours ongoing. Any unused accrued paid sick leave may carryover year to year while continuously employed.
3. Sick leave does not accrue during periods of approved leave without pay.

2040.40 FAMILY CARE SICK LEAVE

2040.41 Regular Full-Time and Part-Time Employees. Each regular/full-time employee may use accrued sick leave, up to half the time accrued per calendar year for family care sick leave as defined in section 2040.43.

2040.42 Seasonal and Temporary Employees. Each seasonal or temporary employee may use 3-5 days or 24-40 hours of accrued paid sick leave in a 12-month period for family care leave as defined in section 2040.43.

2040.43 Eligible Uses. Family Care Sick Leave may be used for the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member including:

- Child (including a biological, adopted, or foster child, stepchild, legal ward or a child to whom the employee has accepted the duties and responsibilities of raising.)
- Spouse or Registered Domestic Partner
- Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who had accepted the

duties and responsibilities of raising the employee when the employee was a minor child.)

- Grandparent
- Grandchild
- Sibling
- Designated Person (A “designated person” is any individual related by blood or whose association with the employee is the equivalent of family relationship. An employee can only have one “designated person” per 12-month period of paid sick leave.)

2040.50 SICK LEAVE USE RELATED TO BEING A VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

Sick Leave may be used to obtain any relief or services related to the employee being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

2040.60 SPECIAL LIMITATIONS ON SICK LEAVE

2040.61 Extended Illness. If an employee’s illness or disability lasts more than seven (7) calendar days, or if an employee is hospitalized before the eighth day of an absence, the employee will be asked to apply for State Disability Insurance (SDI) benefits as a condition of being eligible to receive sick leave benefits, if appropriate. Sick leave benefits will be withheld from any employee who fails to apply for SDI benefits when required to do so. Accrued sick leave benefits will be used to supplement SDI benefits only to the extent necessary to provide a combination of sick leave and SDI benefits equal to the employee’s straight time compensation immediately before beginning of the illness or disability. Upon request, the District shall assist the employee in filing for SDI benefits.

2040.62 Worker’s Compensation. An employee receiving Worker’s

Compensation benefits may request that accrued sick leave benefits be used to supplement Worker's Compensation benefits to the extent necessary to provide a combination of sick leave and Worker's Compensation benefits equal to the employee's straight time compensation immediately before the beginning of the Worker's Compensation illness or disability. The District will assist an employee in filing for Worker's Compensation benefits.

2040.70 CEILING ON SICK LEAVE BENEFITS

2040.71 Cap. Unused sick leave benefits shall not accumulate in excess of 480 hours for regular employees and 664 hours for eligible fire personnel.

2040.72 Exhaustion of Leave. Once an employee has exhausted available sick leave and accrued vacation time, no further leave with pay shall be granted until further sick leave is accrued, unless a special case extension is granted. A special extension may be granted on a case-by-case basis in the sole discretion of the General Manager and may be granted only when an employee has fully exhausted accrued sick leave, and the extension is necessary for a specified period of time under difficult and unusual circumstances.

2040.80 STATEMENT OF PHYSICIAN

The District, through the Department head and/or General Manager, reserves the right to require a satisfactory statement of a licensed physician whenever an employee misses work due to an illness, injury or disability of the employee, or under any conditions justifying Family Care and Medical Leave. The employee may be asked to provide a physician's statement certifying lack of fitness for duty, its beginning and ending dates, and/or the employee's ability to return to work, and any limitations, without endangering his/her own safety or the safety of others. When requested, such verification and releases may be a condition to receiving sick leave benefits or returning to work. The General Manager may request such a statement in all situations where it is determined that such a statement is warranted.

2040.90 SICK LEAVE PROCEDURE

2040.91 Non-Introductory Employees. Employees who are unable to report to work due to personal, dependent, family or spousal illness or injury or any other qualifying reason, must contact their Department Head, Immediate Supervisor or the General Manager not later than 30 minutes before normal starting time, with the intent of providing as much advance notice as possible. Fire employees must also contact the on-duty captain at the fire station. If an employee becomes sick during the day, the employee's immediate supervisor or Department Head should be notified before the employee leaves work. Failure to follow these procedures may result in treatment of time as an unexcused absence and may result in disciplinary action.

2040.92 Introductory Employees. Introductory regular full and part-time

employees are eligible to use paid sick leave after sixty (60) days of continuous employment. Introductory employees absent due to illness or non-work related injury may have their introductory periods extended by a period of time equal to the length of the employee's sick leave.

2040.100 INCENTIVE PLAN FOR NON-USE

2040.101 Purpose. The District and its customers receive benefit when its employees do not abuse sick leave. The District acknowledges this benefit by providing an incentive plan for extended non-use of sick leave.

2040.102 Eligibility. Participation in the Incentive Plan is subject to the following eligibility requirements:

1. Must have a minimum of five (5) years continuous service with the District. Seasonal, relief and other employees who perform sporadic work for the District for five consecutive years are not considered to have provided continuous service and are not eligible.
2. Employees who are terminated, resign in lieu of termination or accept some other agreement in lieu of termination are not eligible for Incentive Plan benefits.

2040.103 Reimbursement Incentive. Eligible employees may be reimbursed for unused sick leave as follows:

1. Employees may be reimbursed for up to half ($\frac{1}{2}$) of the employee's total accrued sick leave hours, not to exceed 240 hours per fiscal year for miscellaneous and non-shift personnel or 332 hours per fiscal year for fire shift personnel.
2. Reimbursement of unused sick leave will be paid at a rate of one (1) hour for every two (2) hours reimbursed.

2040.104 Reimbursement during Employment. Eligible employees may request reimbursement for unused sick leave as follows:

1. Eligible employees will be provided an opportunity to request reimbursement for unused sick leave (not to exceed the limits specified above) each fiscal year during the months of April and May.
2. All requests for reimbursement shall be on an approved District form and shall specify the number of hours requested for reimbursement.
3. Payments will be made only one-time per year in the month of June as part of the normal payroll process.

2040.105 Reimbursement upon Separation from Employment. Upon amicable separation from District employment, eligible employees will be reimbursed for unused sick leave as follows:

1. Reimbursement of half of the employee's unused sick leave will be paid in the employee's final paycheck. Reimbursement will be subject to the maximum quantities and reimbursement rate specified in Section 2040.103.
2. If the employee is separating from employment as part of an official retirement through CalPERS, the employee may choose to apply unused sick leave toward retirement, as provided in the District's CalPERS contract. An employee opting to do this will not be eligible for reimbursement for unused sick leave in their final paycheck.

TWAIN HARTECOMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Sick Leave
POLICY NUMBER: 2040
ADOPTED: January 10, 2008
AMENDED: 4/14/2016, 11/10/2016, 9/9/2020, 5/10/2023
LAST AMENDED: May 10, 2023

2040.10 PURPOSE AND DEFINITION FOR SICK LEAVE BENEFIT

2040.11 Definition. Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave provided prior notice is provided to the employee's immediate supervisor.

2040.12 Purpose. In order to minimize the economic hardships that may result from an unexpected short-term injury or illness to an employee, immediate family member, or legal dependent, the District provides paid sick leave benefits to regular full-time, regular part-time, seasonal, and temporary employees.

2040.13 Availability. Sick leave is available in the following situations:

1. For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member or designated person as defined in section 2040.40.
2. To obtain any relief or services related to the employee being a victim of domestic violence, sexual assault, or stalking including any items listed in section 2040.50.
3. In those cases in which an employee is taking a sick leave of absence approved in writing by the department head and/or the General Manager.

2040.20 REGULAR FULL-TIME & PART-TIME EMPLOYEES

Regular full-time employees of the District shall be entitled to paid sick leave at the rate of 96 hours per year for regular 40 hour employees. Regular part time employees shall be entitled to sick leave benefits at a prorated rate. Fire personnel on shift work accumulate 144 hours per year. Introductory employees shall earn sick leave credits at the same rate as non-introductory employees within the same classification. Sick leave accrual shall be subject to the following:

1. Accrued sick leave may carry over from year to year, not to exceed 480 hours for regular employees and 664 hours for eligible fire personnel.
2. Sick leave accrues at the rate of 1/ 26th of these totals per pay period and sick leave balances are determined at the end of each pay period.
3. Sick leave does not accrue during periods of approved leave without pay.

2040.30 TEMPORARY AND SEASONAL EMPLOYEES

Temporary and Seasonal employees of the District shall be entitled to paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment. Sick leave accrual shall be subject to the following:

1. A seasonal or temporary employee is not eligible to begin using any accrued paid sick leave until the 90th day of employment with the District and is only allowed to use up to a maximum of 5 days or 40 hours of paid sick leave in a 12 month period.
2. Sick leave may accrue up to a cap of 10 days or 80 hours ongoing. Any unused accrued paid sick leave may carryover year to year while continuously employed.
3. Sick leave does not accrue during periods of approved leave without pay.

2040.40 FAMILY CARE SICK LEAVE

2040.41 Regular Full-Time and Part-Time Employees. Each regular/full-time employee may use accrued sick leave, up to half the time accrued per calendar year for family care sick leave as defined in section 2040.43.

2040.42 Seasonal and Temporary Employees. Each seasonal or temporary employee may use 5 days or 40 hours of accrued paid sick leave in a 12-month period for family care leave as defined in section 2040.43.

2040.43 Eligible Uses. Family Care Sick Leave may be used for the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member including:

- Child (including a biological, adopted, or foster child, stepchild, legal ward or a child to whom the employee has accepted the duties and responsibilities of raising.)
- Spouse or Registered Domestic Partner
- Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who had accepted the

duties and responsibilities of raising the employee when the employee was a minor child.)

- Grandparent
- Grandchild
- Sibling
- Designated Person (A “designated person” is any individual related by blood or whose association with the employee is the equivalent of family relationship. An employee can only have one “designated person” per 12-month period of paid sick leave.)

2040.50 SICK LEAVE USE RELATED TO BEING A VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

Sick Leave may be used to obtain any relief or services related to the employee being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

2040.60 SPECIAL LIMITATIONS ON SICK LEAVE

2040.61 Extended Illness. If an employee’s illness or disability lasts more than seven (7) calendar days, or if an employee is hospitalized before the eighth day of an absence, the employee will be asked to apply for State Disability Insurance (SDI) benefits as a condition of being eligible to receive sick leave benefits, if appropriate. Sick leave benefits will be withheld from any employee who fails to apply for SDI benefits when required to do so. Accrued sick leave benefits will be used to supplement SDI benefits only to the extent necessary to provide a combination of sick leave and SDI benefits equal to the employee’s straight time compensation immediately before beginning of the illness or disability. Upon request, the District shall assist the employee in filing for SDI benefits.

2040.62 Worker’s Compensation. An employee receiving Worker’s

Compensation benefits may request that accrued sick leave benefits be used to supplement Worker's Compensation benefits to the extent necessary to provide a combination of sick leave and Worker's Compensation benefits equal to the employee's straight time compensation immediately before the beginning of the Worker's Compensation illness or disability. The District will assist an employee in filing for Worker's Compensation benefits.

2040.70 CEILING ON SICK LEAVE BENEFITS

2040.71 Cap. Unused sick leave benefits shall not accumulate in excess of 480 hours for regular employees and 664 hours for eligible fire personnel.

2040.72 Exhaustion of Leave. Once an employee has exhausted available sick leave and accrued vacation time, no further leave with pay shall be granted until further sick leave is accrued, unless a special case extension is granted. A special extension may be granted on a case-by-case basis in the sole discretion of the General Manager and may be granted only when an employee has fully exhausted accrued sick leave, and the extension is necessary for a specified period of time under difficult and unusual circumstances.

2040.80 STATEMENT OF PHYSICIAN

The District, through the Department head and/or General Manager, reserves the right to require a satisfactory statement of a licensed physician whenever an employee misses work due to an illness, injury or disability of the employee, or under any conditions justifying Family Care and Medical Leave. The employee may be asked to provide a physician's statement certifying lack of fitness for duty, its beginning and ending dates, and/or the employee's ability to return to work, and any limitations, without endangering his/her own safety or the safety of others. When requested, such verification and releases may be a condition to receiving sick leave benefits or returning to work. The General Manager may request such a statement in all situations where it is determined that such a statement is warranted.

2040.90 SICK LEAVE PROCEDURE

2040.91 Non-Introductory Employees. Employees who are unable to report to work due to personal, dependent, family or spousal illness or injury or any other qualifying reason, must contact their Department Head, Immediate Supervisor or the General Manager not later than 30 minutes before normal starting time, with the intent of providing as much advance notice as possible. Fire employees must also contact the on-duty captain at the fire station. If an employee becomes sick during the day, the employee's immediate supervisor or Department Head should be notified before the employee leaves work. Failure to follow these procedures may result in treatment of time as an unexcused absence and may result in disciplinary action.

2040.92 Introductory Employees. Introductory regular full and part-time

employees are eligible to use paid sick leave after sixty (60) days of continuous employment. Introductory employees absent due to illness or non-work related injury may have their introductory periods extended by a period of time equal to the length of the employee's sick leave.

2040.100 INCENTIVE PLAN FOR NON-USE

2040.101 Purpose. The District and its customers receive benefit when its employees do not abuse sick leave. The District acknowledges this benefit by providing an incentive plan for extended non-use of sick leave.

2040.102 Eligibility. Participation in the Incentive Plan is subject to the following eligibility requirements:

1. Must have a minimum of five (5) years continuous service with the District. Seasonal, relief and other employees who perform sporadic work for the District for five consecutive years are not considered to have provided continuous service and are not eligible.
2. Employees who are terminated, resign in lieu of termination or accept some other agreement in lieu of termination are not eligible for Incentive Plan benefits.

2040.103 Reimbursement Incentive. Eligible employees may be reimbursed for unused sick leave as follows:

1. Employees may be reimbursed for up to half ($\frac{1}{2}$) of the employee's total accrued sick leave hours, not to exceed 240 hours per fiscal year for miscellaneous and non-shift personnel or 332 hours per fiscal year for fire shift personnel.
2. Reimbursement of unused sick leave will be paid at a rate of one (1) hour for every two (2) hours reimbursed.

2040.104 Reimbursement during Employment. Eligible employees may request reimbursement for unused sick leave as follows:

1. Eligible employees will be provided an opportunity to request reimbursement for unused sick leave (not to exceed the limits specified above) each fiscal year during the months of April and May.
2. All requests for reimbursement shall be on an approved District form and shall specify the number of hours requested for reimbursement.
3. Payments will be made only one-time per year in the month of June as part of the normal payroll process.

2040.105 Reimbursement upon Separation from Employment. Upon amicable separation from District employment, eligible employees will be reimbursed for unused sick leave as follows:

1. Reimbursement of half of the employee's unused sick leave will be paid in the employee's final paycheck. Reimbursement will be subject to the maximum quantities and reimbursement rate specified in Section 2040.103.
2. If the employee is separating from employment as part of an official retirement through CalPERS, the employee may choose to apply unused sick leave toward retirement, as provided in the District's CalPERS contract. An employee opting to do this will not be eligible for reimbursement for unused sick leave in their final paycheck.



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	07D	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt revisions to Policy #2160 – Grievance Procedure.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.13</u>		

RECOMMENDED ACTION:

Adopt revisions to Policy #2160 – Grievance Procedure.

SUMMARY:

The Board’s Finance/Policy Committee reviewed Policy #2160 (Grievance Procedure) at its recent meeting to advance Strategic Plan Objective 5.13, which aims for the review and update (if needed) of all District policies. Policy #2160 was adopted on April 9, 2009, and has never been amended.

Proposed revisions generally include the following:

- Re-organizing the policy for clarification and ease of use.
- Clarifying that the policy does not apply to employees covered under a labor union memorandum of understanding or collective bargaining agreement.

The Board’s Finance/Policy Committee reviewed the proposed revisions to Policy #2160 and recommends Board approval.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #2160 – Grievance Procedure (Redlines Version)
- Policy #2160 – Grievance Procedure (Clean Version)

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Grievance Procedure

POLICY NUMBER: 2160

ADOPTED: April 9, 2009

AMENDED:

LAST AMENDED:

2160.10 PURPOSE

The purpose of this policy is to provide a procedure by which an employee may formally claim that he/she has been affected by a violation, misapplication or misinterpretation of a law, District policy, rule, regulation, or instruction.

2160.20 ELIGIBILITY

This policy shall apply to all regular employees in all classifications at the District, except for employees in a recognized bargaining unit that has a separate grievance procedure in an applicable Memorandum of Understanding (MOU) or Collective Bargaining Agreement (CBA):

2160.30 EXCLUSIONS

Specifically excluded from this procedure are subjects involving the amendment of state or federal law, resolutions adopted by the District's Board of Directors, ordinances, or minute orders, including decisions regarding wages, hours, and terms and conditions of employment.

2160.40 GRIEVANCE PROCEDURES

2160.41 Level I, Preliminary Informal Resolution. Any employee who feels he/she has a grievance shall present the evidence thereof orally to his/her immediate supervisor within five working days after the employee knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The immediate supervisor shall hold discussions and attempt to resolve the matter within three working days after the presentation of such evidence. It is the intent of this informal meeting that at least one personal conference be held between the employee and the immediate supervisor.

2160.42 Level II, General Manager. If the grievance has not been resolved at Level I, the grievant may present his/her grievance in writing on a form provided by the District (attached hereto as Appendix A) to the General Manager within ten working days after the occurrence of the act or omission giving rise to the grievance.

The statement shall include the following:

1. A concise statement of the grievance including specific reference to any law, policy, rule, regulation, and/or instruction deemed to be violated, misapplied, or misinterpreted.
2. The circumstances involved.
3. The decision rendered by the immediate supervisor at Level I
4. The specific remedy sought.

The General Manager shall communicate his/her decision within ten working days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons thereto and will be transmitted to all parties in interest. If the General Manager does not respond within the time limits, the grievant may appeal to the next level. Time limits for appeal shall begin the day following receipt of the General Manager's written decision. Within the above time limits, either party may request a personal conference with the other.

2160.43 Level III, Board of Director's Administrative/Policy Committee. In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing on a form provided by the District (Attachment A) to the District Board of Director's standing Finance/Policy Committee within five days. The statement shall include a copy of the original grievance, a copy of the written decision by the General Manager and a clear, concise statement of the reasons for the appeal to Level III.

The Finance/Policy Committee shall, as soon as possible, schedule a hearing in normally closed session to formally receive the written grievance and the answers thereto at each step and to hear evidence regarding the issue or issues. The Committee's decision shall be announced in open session immediately after the closed session in which it was made.

2160.50 BASIC RULES

The following basic rules shall apply to grievances:

1. If an employee does not present the grievance or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved.
2. By agreement in writing, the parties may extend any and all time limitations specified above.
3. The General Manager may temporarily suspend grievance processing on a District-wide basis in an emergency situation. Employees covered by this policy may appeal this decision to the Board of Directors.
4. A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.

Appendix A

EMPLOYEE GRIEVANCE FORM Twain Harte Community Services District

Employee's Name: _____

Today's date: _____

Date of occurrence (s): _____

Statement of grievance, including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied, or misinterpreted:

Circumstances involved:

Decision rendered by informal conference:

Specific Remedy sought:

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Grievance Procedure

POLICY NUMBER: 2160

ADOPTED: April 9, 2009

AMENDED:

LAST AMENDED:

2160.10 PURPOSE

The purpose of this policy is to provide a procedure by which an employee may formally claim that he/she has been affected by a violation, misapplication or misinterpretation of a law, District policy, rule, regulation, or instruction.

2160.20 ELIGIBILITY

This policy shall apply to all regular employees at the District, except for employees in a recognized bargaining unit that has a separate grievance procedure in an applicable Memorandum of Understanding (MOU) or Collective Bargaining Agreement (CBA)

2160.30 EXCLUSIONS

Specifically excluded from this procedure are subjects involving the amendment of state or federal law, resolutions adopted by the District's Board of Directors, ordinances, or minute orders, including decisions regarding wages, hours, and terms and conditions of employment.

2160.40 GRIEVANCE PROCEDURES

2160.41 Level I, Preliminary Informal Resolution. Any employee who feels he/she has a grievance shall present the evidence thereof orally to his/her immediate supervisor within five working days after the employee knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The immediate supervisor shall hold discussions and attempt to resolve the matter within three working days after the presentation of such evidence. It is the intent of this informal meeting that at least one personal conference be held between the employee and the immediate supervisor.

2160.42 Level II, General Manager. If the grievance has not been resolved at Level I, the grievant may present his/her grievance in writing on a form provided by the District (attached hereto as Appendix A) to the General Manager within ten working days after the occurrence of the act or omission giving rise to the grievance.

The statement shall include the following:

1. A concise statement of the grievance including specific reference to any law, policy, rule, regulation, and/or instruction deemed to be violated, misapplied, or misinterpreted.
2. The circumstances involved.
3. The decision rendered by the immediate supervisor at Level I
4. The specific remedy sought.

The General Manager shall communicate his/her decision within ten working days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons thereto and will be transmitted to all parties in interest. If the General Manager does not respond within the time limits, the grievant may appeal to the next level. Time limits for appeal shall begin the day following receipt of the General Manager's written decision. Within the above time limits, either party may request a personal conference with the other.

2160.43 Level III, Board of Director's Administrative/Policy Committee. In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing on a form provided by the District (Attachment A) to the District Board of Director's standing Finance/Policy Committee within five days. The statement shall include a copy of the original grievance, a copy of the written decision by the General Manager and a clear, concise statement of the reasons for the appeal to Level III.

The Finance/Policy Committee shall, as soon as possible, schedule a hearing in normally closed session to formally receive the written grievance and the answers thereto at each step and to hear evidence regarding the issue or issues. The Committee's decision shall be announced in open session immediately after the closed session in which it was made.

2160.50 BASIC RULES

The following basic rules shall apply to grievances:

1. If an employee does not present the grievance or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved.
2. By agreement in writing, the parties may extend any and all time limitations specified above.
3. The General Manager may temporarily suspend grievance processing on a District-wide basis in an emergency situation. Employees covered by this policy may appeal this decision to the Board of Directors.
4. A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.

Appendix A

EMPLOYEE GRIEVANCE FORM Twain Harte Community Services District

Employee's Name: _____

Today's date: _____

Date of occurrence (s): _____

Statement of grievance, including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied, or misinterpreted:

Circumstances involved:

Decision rendered by informal conference:

Specific Remedy sought:



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	07E	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt revisions to Policy #2215 (Harassment) and rescind Policy #2170 (Sexual Harassment).		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.13</u>		

RECOMMENDED ACTION:

Approve proposed revisions to Policy #2215 (Harassment) and rescind Policy #2170 (Sexual Harassment).

SUMMARY:

The Board’s Finance/Policy Committee reviewed Policy #2215 (Harassment) and Policy #2170 (Sexual Harassment) at its recent meeting to advance Strategic Plan Objective 5.13, which aims for the review and update (if needed) of all District policies. Policy #2170 was adopted on April 10, 2007, and was amended June 13, 2013. Policy #2215 was adopted on April 10, 2007, and has never been amended.

The Finance/Policy Committee found no reason to have two separate policies to address different forms of unlawful harassment and recommended combining the two policies together to address all forms of unlawful harassment in one policy. Combining the two policies also provides one simplified approach for reporting harassment so that employees do not have to identify which reporting method to use for different types of harassment.

Proposed revisions generally include the following:

- Changing the title of Policy #2215 (Harassment) to “Unlawful Harassment.”
- Including the applicable provisions of Policy #2170 (Sexual Harassment) into Policy #2215 and rescinding Policy #2170.
- Re-organizing, re-formatting, and re-titling sections of Policy #2215 for ease of use.
- Updating the policy to comply with the most recent law and Federal Equal Employment Opportunity Commission (formerly FEHA) regulations.

The Board’s Finance/Policy Committee recommends that the Board adopt revisions to Policy #2215 and rescind Policy #2170.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #2215 – Harassment (Redlines Version)
- Policy #2215 – Harassment (Clean Version)
- Policy #2170 – Sexual Harassment (Original Version)

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Unlawful Harassment

POLICY NUMBER: 2215

ADOPTED: April 10, 2007

AMENDED:

LAST AMENDED:

2215.10 PURPOSE

The Twain Harte Community Services District is committed to providing a work environment for its employees that is free of harassment. The District prohibits sexual harassment (~~see Policy #2170~~) and harassment because of race, religious creed, color, gender (including gender identity or gender expression), national origin or ancestry, physical or mental disability, medical condition, marital status, age (40 years or older), sexual orientation, pregnancy/childbirth (or related medical conditions), military/veteran status, reproductive health decision making or any other basis protected by federal, state or local law, ordinance or regulation. This policy applies to all District employees, management, ~~and~~ the Board of Directors, unpaid interns, volunteers, vendors, customers, independent contractors and any other person.

2215.20 PROHIBITED HARASSMENT

Prohibited Harassment ~~harassment because of a person's race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other protected basis is prohibited, including~~includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Retaliation for having reported or threatened to report harassment; ~~and~~;
5. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in

return for sexual favors

2215.30 REPORTING HARASSMENT

If any employee of the District believes that they have been harassed in violation of this policy, they should provide a ~~written~~ complaint to their direct supervisor ~~or the General Manager~~ as soon as possible after the incident. If the employee is not comfortable reporting the incident to their direct supervisor (or the incident involves their direct supervisor), there are several alternative avenues of reporting a confidential complaint, other than to a direct supervisor, including the following:

- Report to the direct supervisor's supervisor.
- Report to the General Manager.
- If the complaint is in regards to the General Manager, report to the President of the Board of Directors.

Their complaint should include details of the incident(s), name(s) of the individual(s) involved, together with the name(s) of any witness/ witnesses. Staff receiving a harassment complaints will refer the ~~m~~ complaint immediately to the General Manager (or their supervisor for presentation to the President of the Board of Directors, in the event the complaint involves the General Manager). The District who will immediately undertake an immediate timely, effective, thorough and objective investigation of the harassment allegation(s) complaint. The District will maintain any such harassment complaint as confidential to the extent possible, but cannot guarantee the overall confidentiality of the complaint.

Employees are encouraged to immediately report any incident of harassment so that complaints can be quickly and fairly resolved.

2215.40 REMEDIAL ACTION

If it is determined that harassment in violation of this policy has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined to be responsible for harassment in violation of this policy will be subjected to appropriate disciplinary action, up to and including termination of employment.

~~Action taken against the harasser~~ The results of the investigation and whether the allegations were sustained will be communicated to the employee lodging the complaint. However, because any disciplinary action by the District against the alleged harasser is considered a confidential personnel matter, this information will not be provided to the employee who lodged the complaint.

Retaliation by management or co-workers against anyone filing a harassment complaint will not be permitted or tolerated.

2215.50 FILING COMPLAINTS WITH OTHER AGENCIES

~~Employees are encouraged to immediately report any incident of harassment so that complaints can be quickly and fairly resolved.~~ Employees should be aware that the Federal Equal Employment Opportunity Commission and the California Civil Rights Department investigate and prosecute complaints of prohibited harassment in employment. If an employee believes they have been harassed or retaliated against for resisting harassment or for making a complaint, the employee may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.can be found online on their website.

2215.60 TRAINING

The District provides required sexual harassment training for all employees to the extent required by law. More information on such training is available on the California Civil Rights Department's website (<https://calcivilrights.ca.gov/shpt/>).

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Unlawful Harassment
POLICY NUMBER: 2215
ADOPTED: April 10, 2007
AMENDED:
LAST AMENDED:

2215.10 PURPOSE

The Twain Harte Community Services District is committed to providing a work environment for its employees that is free of harassment. The District prohibits sexual harassment and harassment because of race, religious creed, color, gender (including gender identity or gender expression), national origin or ancestry, physical or mental disability, medical condition, marital status, age (40 years or older), sexual orientation, pregnancy/childbirth (or related medical conditions), military/veteran status, reproductive health decision making or any other basis protected by federal, state or local law, ordinance or regulation. This policy applies to all District employees, management, the Board of Directors, unpaid interns, volunteers, vendors, customers, independent contractors and any other person.

2215.20 PROHIBITED HARASSMENT

Prohibited harassment includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Retaliation for having reported or threatened to report harassment; and
5. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors

2215.30 REPORTING HARASSMENT

If any employee of the District believes that they have been harassed in violation of this policy, they should provide a complaint to their direct supervisor as soon as possible after the incident. If the employee is not comfortable reporting the incident to their direct supervisor (or the incident involves their direct supervisor), there are several alternative avenues of reporting a confidential complaint, other than to a direct supervisor, including the following:

- Report to the direct supervisor's supervisor.
- Report to the General Manager.
- If the complaint is in regards to the General Manager, report to the President of the Board of Directors.

Their complaint should include details of the incident(s), name(s) of the individual(s) involved, together with the name(s) of any witness/ witnesses. Staff receiving a harassment complaint will refer the complaint immediately to the General Manager (or their supervisor for presentation to the President of the Board of Directors, in the event the complaint involves the General Manager). The District will immediately undertake a timely, effective, thorough and objective investigation of the harassment complaint. The District will maintain any such harassment complaint as confidential to the extent possible, but cannot guarantee the overall confidentiality of the complaint.

Employees are encouraged to immediately report any incident of harassment so that complaints can be quickly and fairly resolved.

2215.40 REMEDIAL ACTION

If it is determined that harassment in violation of this policy has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined to be responsible for harassment in violation of this policy will be subjected to appropriate disciplinary action, up to and including termination of employment.

The results of the investigation and whether the allegations were sustained will be communicated to the employee lodging the complaint. However, because any disciplinary action by the District against the alleged harasser is considered a confidential personnel matter, this information will not be provided to the employee who lodged the complaint.

Retaliation by management or co-workers against anyone filing a harassment complaint will not be permitted or tolerated.

2215.50 FILING COMPLAINTS WITH OTHER AGENCIES

Employees should be aware that the Federal Equal Employment Opportunity Commission and the California Civil Rights Department investigate and prosecute complaints of prohibited harassment in employment. If an employee believes they have

been harassed or retaliated against for resisting harassment or for making a complaint, the employee may file a complaint with the appropriate agency. The nearest office can be found online on their website.

2215.60 TRAINING

The District provides required sexual harassment training for all employees to the extent required by law. More information on such training is available on the California Civil Rights Department's website (<https://calcivilrights.ca.gov/shpt/>).

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Sexual Harassment
POLICY NUMBER: 2170
ADOPTED: April 10, 2007
AMENDED: June 13, 2013

2170.10 It is legally mandated by state and federal laws that employees have a right to work in an environment that is free from all forms of discrimination including sexual harassment. Sexual harassment is a form of discrimination that is prohibited by Title VII of the Civil Rights Act of 1964 and California Government Code section 12940. Sexual harassment is a costly form of discrimination that can result in expensive litigation that may result in back pay or punitive damage awards, withdrawal of federal support funds and/or other adverse actions. District employees have a grave responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance of the District's business and the maintenance of confidence of the people it serves. It is, therefore, the policy of the Twain Harte Community Services District that sexual harassment is unacceptable and will not be tolerated.

2170.20 Sexual harassment is generally defined as unsolicited and unwelcome sexual advances of a severe and/or pervasive nature, be they written, verbal, physical and/or visual, that usually occur when:

2170.21 Submission to that conduct or communication is made, either explicitly or implicitly, a term or condition of employment or continued employment.

2170.22 Submission to or rejection of that conduct or communication by an employee is used as a basis for employment decisions affecting the employee.

2170.23 Such conduct or communication has the potential to affect an employee's work performance negatively and/or create an intimidating, hostile or otherwise offensive work environment.

2170.30 Sexual harassment manifests itself in many forms. The following are a few examples of sexual harassment:

2170.31 Written: Sexually suggestive or obscene letters, notes or invitations.

2170.32 Verbal: Sexually derogatory comments, slurs, jokes, remarks or epithets.

2170.33 Visual: Leering, making sexual gestures or displaying sexually suggestive objects, pictures, cartoons or posters.

2170.34 Physical: Assault, attempted rape, impeding or blocking movement or touching.

2170.35 Other:

2170.35.1 Sexual advances which are unwanted (this may include situations which began as reciprocal attractions but later ceased to be reciprocal).

2170.35.2 Women in non-traditional work environments who are subjected to hazing (this may include being dared or asked to perform unsafe work practices, having tools and equipment stolen, etc.) if requests for sexual favors are not met.

2170.35.3 Employment benefits affected in exchange for sexual favors (may include situations where an individual is treated less favorably because others have acquiesced to sexual advances).

2170.35.4 Implying or actually withholding support for appointment, promotion, transfer or change of assignment or initiating a rejection of probation or adverse action or suggesting that a poor performance report will be prepared if requests for sexual favors are not met.

2170.35.5 Reprisals or threats after negative response to sexual advances.

2170.40 All employees shall be informed of the District's sexual harassment policy and complaint process prior to their need to know and again when any complaint is filed. Also, said policy and complaint process shall be readily available to all employees and members of the general public utilizing the District's facilities and services.

2170.41 All new employees shall be given a copy of the sexual harassment policy at the time of hiring and said policy's contents shall be discussed with said employee at that time by the General Manager.

2170.42 All supervisory personnel must complete 2 hours of sexual harassment training every 2 years, per California Code AB1825.

2170.50 Any employee who believes they have been the victim of sexual harassment may file a formal or informal confidential complaint without fear of reprisal or embarrassment.

2170.51 An informal complaint is made verbally by the employee to his/her supervisor. Although filing the complaint with said immediate supervisor is preferred, the employee is free to file his/her complaint with any supervisory employee.

2170.52 A formal complaint is made in writing using the Employee Grievance form attached hereto as Attachment 2170A and made a part hereof. Said form should be submitted by the employee to his/her immediate supervisor. Although submitting the formal complaint with said immediate supervisor is preferred, the employee is free to submit his/her formal complaint with any supervisory employee or with the President of the Board of Directors if the employee's immediate supervisor is the General Manager or if the General Manager is unavailable or personally involved in said complaint.

2170.60 Any supervisory employee who receives a formal or informal sexual harassment complaint shall, at all times, maintain the confidentiality of the plaintiff and shall personally deliver said complaint immediately and directly to the General Manager or to the Board President if the General Manager is unavailable or personally involved in said complaint.

2170.61 Within twenty-four (24) hours of the filing of a formal or informal complaint, even if it is withdrawn, an investigation shall be conducted by the General Manager or by a person designated by the General Manager or Board President.

2170.62 A written record of any investigation of an alleged sexual harassment shall be maintained by the General Manager.

2170.63 All discussions resulting from said investigation shall be kept confidential.

2170.64 The person initiating the complaint has the right to be accompanied by an advocate when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.

2170.70 Upon conclusion of the investigation of an alleged sexual harassment, appropriate action shall be taken by the appropriate authority against the harasser where sexual harassment is found. Whatever punishment is meted out to the harasser shall be made known to the victim of the harassment.

2170.71 Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment. Making the employee whole may involve reinstatement, back pay, promotion, etc.

2170.72 Action taken to remedy a sexual harassment situation shall be done in a manner so as to protect potential future victims.

2170.73 Employees complaining of sexual harassment shall be protected thereafter from any form of reprisal and/or retaliation.

TWAIN HARTE COMMUNITY SERVICES DISTRICT

ATTACHMENT A EMPLOYEE GRIEVANCE FORM

THCSD 2170 Sexual Harassment

Page 3 of 4

Employee's Name: _____ Date: _____

Received By: _____ Date: _____

Statement of grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted: _____

Circumstances involved: _____

Decision rendered by the conference: _____

Specific Remedy Sought: _____



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	07F	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt revisions to Policy #2280 – Employee Entrance Medical Exam.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.13</u>		

RECOMMENDED ACTION:

Adopt revisions to Policy #2280 – Employee Entrance Medical Exam.

SUMMARY:

The Board’s Finance/Policy Committee reviewed Policy #2280 (Employee Entrance Medical Exam) at its recent meeting to advance Strategic Plan Objective 5.13, which aims for the review and update (if needed) of all District policies. Policy #2280 was adopted on September 13, 2007, and has never been amended.

Proposed revisions generally include the following:

- Re-organizing and reformatting for ease of use.
- Updates to make the policy consistent with the District’s workers’ compensation program through Special District Risk Management Authority (SDRMA).

The Board’s Finance/Policy Committee reviewed the proposed revisions to Policy #2280 and recommends Board approval.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy#2280 – Employee Entrance Medical Exam (Redlines Version)
- Policy #2280 – Employee Entrance Medical Exam (Clean Version)

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Employment Entrance Medical Examination Program
POLICY NUMBER: 2280
ADOPTED: September 13, 2007
AMENDED:
LAST AMENDED:

2280.10 PURPOSE

The purpose of this policy is to set forth guidelines for requiring job applicants to pass a medical examination prior to beginning employment.

2280.20 AUTHORIZATION

Employers are authorized by federal and state law to require a medical examination after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant and may condition an offer of employment on the results of such an examination if:

1. All entering employees in similar positions are subject to such an examination, regardless of disability.
2. Information obtained regarding the medical condition or history of the applicant is collected and maintained on separate forms and in separate medical files and is treated as a confidential medical record, except that:
 - Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.
 - First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment.
 - Government officials investigating compliance with the federal or state law shall be provided relevant information on request.

2280.30 REQUIREMENTS

In accordance with requirements from the District's Special Districts Workers Compensation-Risk Management Authority (SDRMA) workers' compensation program, has determined that all member districts must comply with these legal requirements and

~~that~~ all applicants for full-time positions at ~~any member district~~the District must be examined by a medical doctor to determine the applicant's ability to perform the job-related physical activity requirements of the job, prior to the commencement of employment duties by the applicant.

The following requirements for shall apply:

1. **2280.30**—The District shall prepare and have on file a written job description for each employment position in the ~~district~~District, which describes the essential functions of the job including the responsibilities, tasks, duties and qualifications for such position. In addition to the job description, the District shall also prepare a specification of the different types of physical activities required in the performance of each job, such as lifting, bending, stooping, pushing, pulling, et cetera, and the frequency that such physical activities will be required on a daily basis. The physical activity requirements should be developed by the District in consultation with those employees that are now performing the job in the District.
2. **2280.40**—Whenever the District accepts applications for a job opening, it shall include as part of any notice concerning the job opening, a general description of the essential functions and physical activity requirements of such job and a statement that the District will require that applicants be examined by a medical doctor to determine an applicant's ability to perform the job-related functions of the job, prior to the commencement of employment duties by the applicant. ~~The District shall review the job description and the physical activity requirements with each job applicant at the time of the job interview and each applicant is required to read and sign the Statement by Applicant, included herein as Attachment A.~~
3. **2280.50**—The District shall appoint a local medical doctor or medical facility to perform the employment entrance medical examinations for the District on a regular basis. This may be the same medical doctor or medical facility to which the District refers employees with on-the-job injuries for treatment. At the time an offer of employment is made to a job applicant for a regular District position, and prior to the commencement of employment duties, the District shall condition the offer of employment on the results of the employment entrance medical examination by such medical doctor. The examination should be scheduled as soon as possible after the conditional offer of employment.
4. **2280.60**—Prior to the employment entrance medical examination, the District should send to the medical doctor or medical facility that will perform the examination, the job description and physical requirements form which relate to the position for which applicant has been conditionally employed and which has been signed by the applicant.
5. After completing the medical examination, the medical doctor must complete the Statement of Physician form, included herein as Attachment ~~BA~~, stating his/her

opinion as to whether applicant is or is not medically able to perform the job-related functions of the job applied for and any recommendations concerning reasonable accommodations.

The medical doctor should then immediately return to the District, by mail, the completed job description form in an envelope marked "Confidential." The medical doctor may also provide to the District a written report concerning his/her evaluation of any medical conditions affecting applicant's ability to perform the job-related functions of the job applied for and any recommendations concerning reasonable accommodation.

2280.40 DETERMINATION

The District must consider the Statement of Physician and any written report concerning the Employment Entrance Medical Examination in determining whether this condition of employment has been met or can be accomplished by making reasonable accommodations, without imposing an undue hardship on the operation of the business of the District. [The District may engage in the interactive process with the applicant to review any potential work restrictions in order to determine if a reasonable accommodation may be provided.](#) The burden of establishing undue hardship is upon the District. Several factors may be considered in determining undue hardship including:

1. The nature and cost of the accommodation.
2. The overall financial resources of the District or the services involved.
3. The number of persons employed at the District.
4. The effect of such accommodation on the operation of the District.
5. The overall size of the District and the number, type and location of its facilities.
6. The type of operation or operations of the District, including the composition, structure and functions of the work force.

2280.80 FIRE PERSONNEL

Internal Fire Department policy is not changed by this policy.

**~~THCSD POLICY 2280 ATTACHMENT A
STATEMENT BY APPLICANT~~**

~~Applicant Read and Sign~~

~~I hereby certify that I have no previous medical history or disability which would prevent me from performing the essential job functions or the physical activity requirements of the job for which I am applying. I have reviewed a copy of the physical activity requirements for this position.~~

~~I understand that the District will require me to be examined by a medical doctor selected by the District to determine my ability to perform the job related functions described in the physical activity requirements for this position as a condition of any offer of employment by the District.~~

~~I further understand that any false statement or material omission by me in connection with such medical examination or concerning my job related physical abilities will disqualify me from employment or be cause for dismissal when the false statement or omission is discovered.~~

~~I hereby authorize the release of all medical information obtained during any medical examination to the Twain Harte Community Services District.~~

(Signature of Applicant)

Date _____

THCSD POLICY 2280 ATTACHMENT **B-A**

STATEMENT BY PHYSICIAN

I have considered the Job Description and its associated Physical Activity Requirements in my medical examination and evaluation of this applicant and his/her ability to perform the functions as stated. In my opinion, the applicant:

- Is medically able** to perform the job related functions as set forth in the job description
- Is not medically able** to perform the job related functions as set forth in the job description
- Is medically able** to perform the job related functions with the reasonable accommodations set forth below:

Comments and Recommendations

Give an evaluation of any conditions affecting applicant's ability to perform the job related functions and any recommendations concerning reasonable accommodations.

(Signature of Examining Physician)

Date _____

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Employment Entrance Medical Examination Program

POLICY NUMBER: 2280

ADOPTED: September 13, 2007

AMENDED:

LAST AMENDED:

2280.10 PURPOSE

The purpose of this policy is to set forth guidelines for requiring job applicants to pass a medical examination prior to beginning employment.

2280.20 AUTHORIZATION

Employers are authorized by federal and state law to require a medical examination after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant and may condition an offer of employment on the results of such an examination if:

1. All entering employees in similar positions are subject to such an examination, regardless of disability.
2. Information obtained regarding the medical condition or history of the applicant is collected and maintained on separate forms and in separate medical files and is treated as a confidential medical record, except that:
 - Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.
 - First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment.
 - Government officials investigating compliance with the federal or state law shall be provided relevant information on request.

2280.30 REQUIREMENTS

In accordance with requirements from the District's Special District Risk Management Authority (SDRMA) workers' compensation program, all applicants for full-time positions at the District must be examined by a medical doctor to determine the applicant's ability

to perform the job-related physical activity requirements of the job, prior to the commencement of employment duties by the applicant.

The following requirements for shall apply:

1. The District shall prepare and have on file a written job description for each employment position in the District, which describes the essential functions of the job including the responsibilities, tasks, duties and qualifications for such position. In addition to the job description, the District shall also prepare a specification of the different types of physical activities required in the performance of each job, such as lifting, bending, stooping, pushing, pulling, et cetera, and the frequency that such physical activities will be required on a daily basis. The physical activity requirements should be developed by the District in consultation with those employees that are now performing the job in the District.
2. Whenever the District accepts applications for a job opening, it shall include as part of any notice concerning the job opening, a general description of the essential functions and physical activity requirements of such job and a statement that the District will require that applicants be examined by a medical doctor to determine an applicant's ability to perform the job-related functions of the job, prior to the commencement of employment duties by the applicant.
3. The District shall appoint a local medical doctor or medical facility to perform the employment entrance medical examinations for the District on a regular basis. This may be the same medical doctor or medical facility to which the District refers employees with on-the-job injuries for treatment. At the time an offer of employment is made to a job applicant for a regular District position, and prior to the commencement of employment duties, the District shall condition the offer of employment on the results of the employment entrance medical examination by such medical doctor. The examination should be scheduled as soon as possible after the conditional offer of employment.
4. Prior to the employment entrance medical examination, the District should send to the medical doctor or medical facility that will perform the examination, the job description and physical requirements form which relate to the position for which applicant has been conditionally employed and which has been signed by the applicant.
5. After completing the medical examination, the medical doctor must complete the Statement of Physician form, included herein as Attachment A, stating his/her opinion as to whether applicant is or is not medically able to perform the job-related functions of the job applied for and any recommendations concerning reasonable accommodations.

The medical doctor should then immediately return to the District, by mail, the

completed job description form in an envelope marked "Confidential." The medical doctor may also provide to the District a written report concerning his/her evaluation of any medical conditions affecting applicant's ability to perform the job-related functions of the job applied for and any recommendations concerning reasonable accommodation.

2280.40 DETERMINATION

The District must consider the Statement of Physician and any written report concerning the Employment Entrance Medical Examination in determining whether this condition of employment has been met or can be accomplished by making reasonable accommodations, without imposing an undue hardship on the operation of the business of the District. The District may engage in the interactive process with the applicant to review any potential work restrictions in order to determine if a reasonable accommodation may be provided. The burden of establishing undue hardship is upon the District. Several factors may be considered in determining undue hardship including:

1. The nature and cost of the accommodation.
2. The overall financial resources of the District or the services involved.
3. The number of persons employed at the District.
4. The effect of such accommodation on the operation of the District.
5. The overall size of the District and the number, type and location of its facilities.
6. The type of operation or operations of the District, including the composition, structure and functions of the work force.

2280.80 FIRE PERSONNEL

Internal Fire Department policy is not changed by this policy.

THCSD POLICY 2280 ATTACHMENT A
STATEMENT BY PHYSICIAN

I have considered the Job Description and its associated Physical Activity Requirements in my medical examination and evaluation of this applicant and his/her ability to perform the functions as stated. In my opinion, the applicant:

- Is medically able** to perform the job related functions as set forth in the job description
- Is not medically able** to perform the job related functions as set forth in the job description
- Is medically able** to perform the job related functions with the reasonable accommodations set forth below:

Comments and Recommendations

Give an evaluation of any conditions affecting applicant's ability to perform the job related functions and any recommendations concerning reasonable accommodations.

(Signature of Examining Physician)

Date _____



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	07G	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt revisions to Policy #2285 – Providing Employment Reference Information.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.13</u>		

RECOMMENDED ACTION:

Adopt revisions to Policy #2285 – Providing Employment Reference Information.

SUMMARY:

The Board’s Finance/Policy Committee reviewed Policy #2285 (Providing Employment Reference Information) at its recent meeting to advance Strategic Plan Objective 5.13, which aims for the review and update (if needed) of all District policies. Policy #2285 was adopted on March 13, 2008, and has never been amended.

Proposed revisions generally include the following:

- RE-Organizing and re-formatting for consistency and ease of use.
- Updates to make the policy compliant with the California Government Code and Labor Code.

The Board’s Finance/Policy Committee reviewed the proposed revisions to Policy #2285 and recommends Board approval.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #2285 – Providing Employment Reference Information (Redlines Version)
- Policy #2285 – Providing Employment Reference Information (Clean Version)

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Providing Employment Reference Information

POLICY NUMBER: 2285

ADOPTED: March 13, 2008

AMENDED:

LAST AMENDED:

2285.10 PURPOSE

The purpose of this policy is to set forth guidelines on the types of information that can be provided when employment references are requested for current and past employees.

2285.20 CONFIDENTIALITY

All information pertaining to the work performance of District employees or volunteers, promotions, demotions, terminations, layoffs or any other personnel information shall be considered confidential and shall not be publicly disclosed, except as specifically authorized in writing by the General Manager or Board of Directors, or where otherwise required by law.

2285.20-30 REQUEST BY EMPLOYER FOR REFERENCE

Only the following information, once verified as accurate, may be publicly disclosed by the General Manager or his/her designee to anyone calling for an employment reference for a current or former District employee:

- Employee or volunteer name
- Employee job title(s)
- Dates of service

~~2285.24 Confirm a salary, provided to prospective employer by employee.~~

2285.40 REQUEST BY EMPLOYEE FOR REFERENCE

A current or former District employee may submit a written request to the General Manager for preparation of a letter of recommendation which contains additional information regarding the employee's/former employee's work performance.

The Board of Directors recognizes that the District faces exposure to significant liability through the provision of letters of recommendation by District employees. The Board finds that it is, therefore, in the best interests of the District to ensure that letters of recommendation issued by individuals in their capacity as District employees, or which could be reasonably interpreted as written in the individual's capacity as a District employee, be

accurate and conform to all requirements of law. Therefore, the General Manager or his/her designee is directed to create and implement a practice whereby all letters of recommendation are reviewed and approved by the General Manager or his/her designee before dissemination.

The General Manager or designee shall process all requests for letters of recommendation or information about the reasons for separation regarding all District employees other than himself/herself. All letters of recommendation to be issued on behalf of the District for current or former employees must be approved by the General Manager or his/her designee.

At his/her discretion, the General Manager or his/her designee may refuse to give a recommendation. Any recommendation he/she gives shall provide a careful, truthful, and complete account of the employee's job performance and qualifications.

2285.50 AUTHORIZED BACKGROUND INVESTIGATIONS

This policy should not apply to any valid, legally authorized background investigation. This written authorization shall become a part of the employees' permanent personnel record.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Providing Employment Reference Information

POLICY NUMBER: 2285

ADOPTED: March 13, 2008

AMENDED:

LAST AMENDED:

2285.10 PURPOSE

The purpose of this policy is to set forth guidelines on the types of information that can be provided when employment references are requested for current and past employees.

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2285.30 REQUEST BY EMPLOYER FOR REFERENCE

Only the following information, once verified as accurate, may be publicly disclosed by the General Manager or his/her designee to anyone calling for an employment reference for a current or former District employee:

- Employee or volunteer name
- Employee job title(s)
- Dates of service

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The Board of Directors recognizes that the District faces exposure to significant liability through the provision of letters of recommendation by District employees. The Board finds that it is, therefore, in the best interests of the District to ensure that letters of recommendation issued by individuals in their capacity as District employees, or which could be reasonably interpreted as written in the individual's capacity as a District employee, be accurate and conform to all requirements of law. Therefore, the General Manager or his/her

designee is directed to create and implement a practice whereby all letters of recommendation are reviewed and approved by the General Manager or his/her designee before dissemination.

The General Manager or designee shall process all requests for letters of recommendation or information about the reasons for separation regarding all District employees other than himself/herself. All letters of recommendation to be issued on behalf of the District for current or former employees must be approved by the General Manager or his/her designee.

At his/her discretion, the General Manager or his/her designee may refuse to give a recommendation. Any recommendation he/she gives shall provide a careful, truthful, and complete account of the employee's job performance and qualifications.

2285.50 AUTHORIZED BACKGROUND INVESTIGATIONS

This policy should not apply to any valid, legally authorized background investigation. This written authorization shall become a part of the employees' permanent personnel record.



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	07H	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt revisions to Policy #2341 – Water/Wastewater Intern Program.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.13</u>		

RECOMMENDED ACTION:

Adopt revisions to Policy #2341 – Water/Wastewater Intern Program.

SUMMARY:

The Board’s Finance/Policy Committee reviewed Policy #2341 (Water/Wastewater Intern Program) at its recent meeting to advance Strategic Plan Objective 5.13, which aims for the review and update (if needed) of all District policies. Policy #2285 was adopted on June 9, 2016, and has never been amended.

Proposed revisions include changes to provide the District with more control over the duration of the internship program.

The Board’s Finance/Policy Committee reviewed the proposed revisions to Policy #2341 and recommends Board approval.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #2341 – Water/Wastewater Intern Program (Redlines Version)
- Policy #2285 – Water/Wastewater Intern Program (Clean Version)

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Water/Wastewater Intern Program

POLICY NUMBER: 2341

ADOPTED: June 9, 2016

AMENDED:

LAST AMENDED:

2341.10 PURPOSE

Twain Harte Community Services District offers internships in an effort to provide those pursuing a career in the water and wastewater industry the opportunity to apply traditional academic classroom learning to actual work experience. The District strongly believes that internships are an important tool in developing qualified people to serve in a governmental water and wastewater organization and an important part of preparing the workforce of the future. The District internship program is designed to maximize workforce preparation by providing essential operator in training hours, leading interns to meet the ultimate goal of obtaining certification and potential full-time employment with the District.

2341.20 ELIGIBILITY

In order to qualify for the water/wastewater intern program, the volunteer intern must meet the following criteria:

1. Be enrolled in a college or vocational water/wastewater program or have recently completed a college or vocational water/wastewater program and actively pursuing a career in the water/wastewater industry.
2. Fill out and sign an Internship Application form.
3. Prior to beginning an intern assignment, volunteer interns may be required to complete occupational fitness screening, drug screening, and/or a physical exam.
4. Have a valid California driver's license and a satisfactory driving record.

2341.30 ORIENTATION AND TRAINING

Upon an intern's successful acceptance into the program, the District will provide orientation that will include:

- A tour of the District's facilities
- Introduction to District Staff
- Information on the history, vision and services of the District

- A list of expectations, duties, and goals
- If needed, the District will provide training regarding basic performance of work.
- The District will also provide assignment-specific safety training.

2341.40 SCOPE OF WATER/WASTEWATER INTERN PROGRAM

1. Duration of Program: The ~~length-fixed duration~~ of an internship will be ~~at mutually agreed upon between~~ the intern ~~or and the~~ District's ~~convenience~~.
2. Volunteer Status & Stipends:
 - a. Interns are volunteers and as such are not considered employees of the District and will not be eligible for compensation or benefits. The intern understands that they are voluntarily agreeing to serve as an intern.
 - b. As volunteers, interns are not eligible for Workers' Compensation benefits.
 - c. Interns will receive pre-determined fixed nominal stipends (listed below) with the intent of offsetting out-of-pocket expenses incurred incidental to participating in the intern program, for example the cost of meals and transportation expenses. Interns may be reimbursed for some pre-approved training expenses.
 - d. An intern will receive \$20.00 per regular shift, \$10.00 for each back-up on-call rotation, and \$15 per call-out when on call.
 - e. The district will provide uniforms and personal protective equipment.
3. Supervision: Water/Wastewater interns will receive immediate supervision from the Operations Manager. Technical training/supervision may also be provided by operations staff.
4. Schedule: An intern's schedule may include weekday, weekend, and holiday shifts as well as on-call rotation. Schedules will be determined upon acceptance into the program.
5. Essential Duties: The Water/Wastewater intern will participate in work details that have been assigned to him/her by the Operations Manager or assigned staff member. Work may include but not be limited to:
 - a. Assisting with the operation, repair, construction, replacement and maintenance of the District water treatment plant, water distribution and wastewater systems.
 - b. Serving as secondary back-up for standby and emergency service responsibilities.
 - c. Assisting with the operation of control valves, recording levels and water quality analysis related to the water treatment facility and distribution system.
 - d. Assisting with the operation and maintenance of potable water treatment equipment and water quality testing.

- e. Assisting with preventative maintenance on pumps, valves, hydrants and other water treatment and distribution facilities.
- f. Assisting with a wide variety of skilled and semi-skilled manual labor and automated tasks.

2341. 50 INTERN CONDUCT

Interns represent and act on behalf of the District while enrolled in the program. As such, participants are required to conduct themselves in a professional and courteous manner while performing intern work. Interns must act in a manner that does not put other interns, staff, public and District facilities in danger.

2341. 60 INTERN AGREEMENT

Interns must sign the attached Intern Agreement prior to participation in the program.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT WATER/WASTEWATER
VOLUNTEER INTERNSHIP AGREEMENT**

As an intern for the Twain Harte Community Services District, I agree to the following:

1. I will perform the duties assigned to me in a professional and courteous manner with the goal of enhancing the District's services and community relationships.
2. I will conduct myself in a manner that does not put other interns, staff, public or District facilities in danger.
3. I understand that my participation as an intern is unpaid and is voluntary and that I will not be entitled to any compensation other than a nominal fee as established in policy.
4. I understand that my voluntary participation in this program is as an unpaid intern and does not create an employment relationship with the District and I will not be entitled to receive any of the benefits conferred on District employees, including, but not limited to, Workers' Compensation benefits.

Print Name: _____

Signature: _____ Date: _____

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Water/Wastewater Intern Program

POLICY NUMBER: 2341

ADOPTED: June 9, 2016

AMENDED:

LAST AMENDED:

2341.10 PURPOSE

Twain Harte Community Services District offers internships in an effort to provide those pursuing a career in the water and wastewater industry the opportunity to apply traditional academic classroom learning to actual work experience. The District strongly believes that internships are an important tool in developing qualified people to serve in a governmental water and wastewater organization and an important part of preparing the workforce of the future. The District internship program is designed to maximize workforce preparation by providing essential operator in training hours, leading interns to meet the ultimate goal of obtaining certification and potential full-time employment with the District.

2341.20 ELIGIBILITY

In order to qualify for the water/wastewater intern program, the volunteer intern must meet the following criteria:

1. Be enrolled in a college or vocational water/wastewater program or have recently completed a college or vocational water/wastewater program and actively pursuing a career in the water/wastewater industry.
2. Fill out and sign an Internship Application form.
3. Prior to beginning an intern assignment, volunteer interns may be required to complete occupational fitness screening, drug screening, and/or a physical exam.
4. Have a valid California driver's license and a satisfactory driving record.

2341.30 ORIENTATION AND TRAINING

Upon an intern's successful acceptance into the program, the District will provide orientation that will include:

- A tour of the District's facilities
- Introduction to District Staff
- Information on the history, vision and services of the District

- A list of expectations, duties, and goals
- If needed, the District will provide training regarding basic performance of work.
- The District will also provide assignment-specific safety training.

2341.40 SCOPE OF WATER/WASTEWATER INTERN PROGRAM

1. Duration of Program: The fixed duration of an internship will be mutually agreed upon between the intern and the District.
2. Volunteer Status & Stipends:
 - a. Interns are volunteers and as such are not considered employees of the District and will not be eligible for compensation or benefits. The intern understands that they are voluntarily agreeing to serve as an intern.
 - b. As volunteers, interns are not eligible for Workers' Compensation benefits.
 - c. Interns will receive pre-determined fixed nominal stipends (listed below) with the intent of offsetting out-of-pocket expenses incurred incidental to participating in the intern program, for example the cost of meals and transportation expenses. Interns may be reimbursed for some pre-approved training expenses.
 - d. An intern will receive \$20.00 per regular shift, \$10.00 for each back-up on-call rotation, and \$15 per call-out when on call.
 - e. The district will provide uniforms and personal protective equipment.
3. Supervision: Water/Wastewater interns will receive immediate supervision from the Operations Manager. Technical training/supervision may also be provided by operations staff.
4. Schedule: An intern's schedule may include weekday, weekend, and holiday shifts as well as on-call rotation. Schedules will be determined upon acceptance into the program.
5. Essential Duties: The Water/Wastewater intern will participate in work details that have been assigned to him/her by the Operations Manager or assigned staff member. Work may include but not be limited to:
 - a. Assisting with the operation, repair, construction, replacement and maintenance of the District water treatment plant, water distribution and wastewater systems.
 - b. Serving as secondary back-up for standby and emergency service responsibilities.
 - c. Assisting with the operation of control valves, recording levels and water quality analysis related to the water treatment facility and distribution system.
 - d. Assisting with the operation and maintenance of potable water treatment equipment and water quality testing.

- e. Assisting with preventative maintenance on pumps, valves, hydrants and other water treatment and distribution facilities.
- f. Assisting with a wide variety of skilled and semi-skilled manual labor and automated tasks.

2341. 50 INTERN CONDUCT

Interns represent and act on behalf of the District while enrolled in the program. As such, participants are required to conduct themselves in a professional and courteous manner while performing intern work. Interns must act in a manner that does not put other interns, staff, public and District facilities in danger.

2341. 60 INTERN AGREEMENT

Interns must sign the attached Intern Agreement prior to participation in the program.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT WATER/WASTEWATER
VOLUNTEER INTERNSHIP AGREEMENT**

As an intern for the Twain Harte Community Services District, I agree to the following:

1. I will perform the duties assigned to me in a professional and courteous manner with the goal of enhancing the District's services and community relationships.
2. I will conduct myself in a manner that does not put other interns, staff, public or District facilities in danger.
3. I understand that my participation as an intern is unpaid and is voluntary and that I will not be entitled to any compensation other than a nominal fee as established in policy.
4. I understand that my voluntary participation in this program is as an unpaid intern and does not create an employment relationship with the District and I will not be entitled to receive any of the benefits conferred on District employees, including, but not limited to, Workers' Compensation benefits.

Print Name: _____

Signature: _____ Date: _____



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	071	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to approve stipend increases for the Volunteer Firefighter Interns and Volunteer Apparatus Operator Interns and adopt related revisions to Policy #2303 (Volunteer Firefighter Intern Program) and Policy #2304 (Volunteer Apparatus Operator Intern Program).		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.3</u>		

RECOMMENDED ACTION:

Approve stipend increases for the Volunteer Firefighter and Apparatus Operator Interns and adopt revisions to Policy #2304 (Volunteer Firefighter Intern Program) and Policy #2304 (Volunteer Apparatus Operator Intern Program).

SUMMARY:

The District's Fire Division employs a full-time Fire Captain on each of its three shifts. It also strives to train one Volunteer Firefighter Intern and one Volunteer Apparatus Operator Intern on each of its three shifts. Volunteers participating in the Fire Division's intern program gain valuable hands-on experience as they advance through the District's internship training program. They also receive necessary training courses, earn certifications, and gain department affiliation, which are all required to obtain permanent employment at a fire department.

In recent years, the Fire Division has had a difficult time maintaining full participation in its intern program. Much of this is due to a large reduction in workforce and volunteers. Other fire agencies have responded to this same issue by lowering standards for entry-level employment and offering signing bonuses. As part of Strategic Plan Objective 5.3, the District has explored options to improve consistency of the number of people on each shift.

All volunteer interns currently receive a nominal stipend for participation in the intern program, which is designed to cover the nominal costs related to participation in the program (i.e. travel, food, etc.). Currently, the stipend for a Volunteer Firefighter Intern is \$500/month and the stipend for a Volunteer Apparatus Operator Intern is \$1,000/month.

In order to be in compliance with Fair Labor Standards Act (FLSA) regulations, a volunteer stipend is considered nominal if it is no more than 20% of the wages of a similar position. Existing stipends (established in 2018) are well below the 20% value and have fallen below those offered by other fire agency intern programs. In order to improve participation in the Fire Division intern program, staff and the Fire Committee recommend that volunteer intern stipends be increased (within the nominal 20% allowance) as follows:

- Volunteer Firefighter Intern: \$1,000/month
- Volunteer Apparatus Operator Intern: \$1,500/month

In order to increase the stipends, the Board must adopt revisions to Policy #2303 (Volunteer Firefighter Intern Program) and Policy #2304 (Volunteer Apparatus Operator Intern Program).

FINANCIAL IMPACT:

Due to unanticipated vacancies in the Fire Division's intern program this year, this action will have no impact on the Fiscal Year (FY) 2023-24 Fire Fund Budget.

To analyze the future impact of increasing volunteer intern stipends, staff performed an analysis of projected expenses and revenues over the next five years (see attached). The analysis anticipates a 4% inflation rate every year and conservative property tax and assessment revenue increases each year. It does not account for any strike team revenue. The analysis shows that there is a positive operational surplus every year except for the fifth year (FY 28-29), which shows an operational deficit of \$6,419.

With so much unknown in the next five years, the potential for strike team revenue to improve operational surpluses not anticipated in the analysis, and with the great need for adequately staffed shifts to respond to District emergencies, the Fire Committee recommended that the intern stipends be increased despite the projected shortfall in FY 28-29. Recognizing the importance of staffing for emergency response, the Fire Committee recommended that staff make other budget cuts if the projected FY 28-29 budget shortfall becomes a reality.

ATTACHMENTS:

- 5-Year Fire Fund Revenue/Expense Projections with Intern Stipend Increases
- Nominal Stipend Calculation for Volunteer Interns
- Policy #2303 – Volunteer Firefighter Intern Program (Redlines Version)
- Policy #2303 – Volunteer Firefighter Intern Program (Clean Version)
- Policy #2304 – Volunteer Apparatus Operator Intern Program (Redlines Version)
- Policy #2304 – Volunteer Apparatus Operator Intern Program (Clean Version)

Twain Harte Community Services District

FIRE

5-YEAR PROJECTIONS with INTERN STIPEND INCREASE

\$1,500 Operator Intern / \$1,000 Firefighter Intern

	23/24	24/25	25/26	26/27	27/28	28/29
	Budget	Projections	Projections	Projections	Projections	Projections
Revenue						
Service Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fees	-	-	-	-	-	-
Taxes & Assessments	1,329,463	1,361,835	1,395,200	1,429,590	1,465,039	1,501,582
Grants & Donations	4,353	10,000	10,000	10,000	10,000	10,000
Other Operating Revenue	290,106	33,025	33,306	33,592	33,883	34,181
Total Program Revenue	\$ 1,623,922	\$ 1,404,860	\$ 1,438,506	\$ 1,473,182	\$ 1,508,922	\$ 1,545,763
Administrative Cost Allocation	180	180	180	180	180	180
GRAND TOTAL REVENUE	\$ 1,624,102	\$ 1,405,040	\$ 1,438,686	\$ 1,473,362	\$ 1,509,102	\$ 1,545,943
Expenses						
Salaries	\$ 699,386	\$ 619,557	643,833	663,638	679,233	693,280
Benefits	346,968	332,349	347,283	360,303	371,646	389,380
Equip, Auto, Maint, & Repairs	165,550	108,150	112,476	116,975	121,654	126,520
Materials & Supplies	10,300	10,712	11,140	11,586	12,049	12,531
Outside Services	25,700	26,728	27,797	28,909	30,065	31,268
Other	104,700	108,888	113,244	117,774	122,485	127,384
Debt Service	-	-	-	-	-	-
Total Program Expenses	\$ 1,352,604	\$ 1,206,384	\$ 1,255,773	\$ 1,299,185	\$ 1,337,132	\$ 1,380,363
Administrative Cost Allocation	146,741	146,794	153,392	160,072	165,623	171,999
TOTAL OPERATING EXPENSES	\$ 1,499,345	\$ 1,353,179	\$ 1,409,165	\$ 1,459,258	\$ 1,502,755	\$ 1,552,362
Total Operating Balance	\$ 124,757	\$ 51,862	\$ 29,521	\$ 14,104	\$ 6,348	\$ (6,419)

**NOMINAL STIPEND CALCULATION – Twain Harte CSD Volunteer Fire Interns
1/30/24**

Volunteer Firefighter Intern

US Department of Labor’s FLSA2006-28 opinion letter, provides guidance on establishing a fee that can be considered “nominal” for individuals volunteering for the agency. The letter states that the Department will presume the fee paid is nominal as long as the fee does not exceed 20 percent of what the public agency would otherwise pay to hire a full-time position to provide the same services. The letter also states that an agency may look to information from neighboring jurisdictions, the state, or ultimately, the nation if it does not have any full-time similar positions on its payroll.

Twain Harte CSD does not have a full-time firefighter position and must use another agency to establish the wages of a similar position.

Tuolumne County, the agency that provides fire service to the majority of Tuolumne County and the areas surrounding Twain Harte CSD uses CalFIRE employees (via contract) for fire labor. CalFIRE employees, on behalf of the County and CalFIRE, man the Twain Harte CalFIRE Station, the closest fire station to Twain Harte CSD’s fire station and provide fire services to the Twain Harte area not located in within Twain Harte CSD boundaries. For this reason, it is assumed that the rates for a CalFIRE Firefighter I position are a reasonable rate to use when calculating a nominal stipend for Twain Harte CSD’s Volunteer Firefighter Intern. In order to be conservative and account for the limited experience Twain Harte CSD’s Volunteer Firefighter Interns possess, the lowest salary level is used. See CalFIRE position rates in the below email from CalFIRE Battalion Chief Bill Barteau.

Lowest monthly salary for Firefighter I = \$5,646.57

20% Stipend (maximum stipend level to be considered nominal) = \$1,129.31

SET VOLUNTEER FIREFIGHTER INTERN STIPEND @ \$1,000/month

Volunteer Apparatus Operator Intern

US Department of Labor’s FLSA2006-28 opinion letter, provides guidance on establishing a fee that can be considered “nominal” for individuals volunteering for the agency. The letter states that the Department will presume the fee paid is nominal as long as the fee does not exceed 20 percent of what the public agency would otherwise pay to hire a full-time position to provide the same services. The letter also states that an agency may look to information from neighboring jurisdictions, the state, or ultimately, the nation if it does not have any full-time similar positions on its payroll.

Twain Harte CSD does not have a full-time Apparatus Operator position and must use another agency to establish the wages of a similar position.

Tuolumne County, the agency that provides fire service to the majority of Tuolumne County and the areas surrounding Twain Harte CSD uses CalFIRE employees (via contract) for fire labor. CalFIRE employees, on behalf of the County and CalFIRE, man the Twain Harte CalFIRE Station, the closest fire station to Twain Harte CSD’s fire station and provide fire services to the Twain Harte area not located in within Twain Harte CSD boundaries. For this reason, it is assumed that the rates for a CalFIRE Fire Apparatus Engineer position are a reasonable rate to use when calculating a nominal stipend for Twain Harte CSD’s Volunteer Apparatus Operator Intern. In order to be conservative and account for the

limited experience Twain Harte CSD's Volunteer Apparatus Operator Interns possess, the lowest salary level is used. See CalFIRE position rates in the below email from CalFIRE Battalion Chief Bill Barteau.

Lowest monthly salary for Apparatus Engineer = \$7,610.25

20% Stipend (maximum stipend level to be considered nominal) = \$1,522.05

SET VOLUNTEER APPARATUS OPERATOR INTERN STIPEND @ \$1,500/month

From: Barteau, Bill@CALFIRE <Bill.Barteau@fire.ca.gov>

Sent: Tuesday, January 30, 2024 12:53 PM

Subject: California State Civil Service Pay Scales

Chief Gamez,

From <https://calcareers.ca.gov/CalHRPublic/Tools/ClassSalarySearchResults.aspx> I found the following pay scales:

FIRE FIGHTER I

Base Salary Range: \$3,672.00 - \$4,641.00

Hourly Base Salary: \$16.00 - \$20.22

EDWC Estimate: \$1974.57 - \$2495.63

TOTAL GROSS COMPENSATION: \$5,646.57 - \$7,136.63

FIRE APPARATUS ENGINEER

Base Salary Range: \$4,949.00 - \$6,123.00

EDWC Estimate: \$2,661.25 - \$3,292.56

TOTAL GROSS COMPENSATION: \$7,610.25 - \$9,415.56

Note: "EDWC (Extended Duty Week Compensation...aka planned overtime). That is an additional 19 hours/week at time-and-a-half (76 hours per pay period). It is paid as "overtime" in a separate check from our base. These are all gross figures. Besides the obvious deductions of state and federal taxes, other deductions include employee contributions to healthcare and PERS, union dues, subsistence, and other miscellaneous minor deductions. The stuff in red are figures that I worked out with basic math and understanding of our MOU. They were not gathered from an official online source. They're also in red because the math doesn't match up just right (for instance it lists a base FF1 hourly rate at 16/hour but dividing \$3672 by 212 is \$17.32; not sure what that's about). Last item, since an entry-level FF1 is at minimum wage, every time minimum wage is increased; we ALL get a raise. I hope this is what you were looking for. I again attached the full SPB information packet for FF1. I can't find this for FF2 and FAE because those exams are currently closed so they don't post them. It'll give you an idea of the basic benefits package, etc. which is pretty even across the board.

Sincerely,



Bill Barteau

Battalion Chief – Twain Harte

Battalion

Tuolumne-Calaveras Unit

22978 Meadow Lane

Twain Harte, CA 95383

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Volunteer Firefighter Intern Program Description
POLICY NUMBER: 2303
ADOPTED: April 12, 2012
REVISED: August 8, 2018

2303.10 PROGRAM INTENT

Twain Harte Community Services District's (District) Fire Division offers a volunteer internship program in an effort to provide those pursuing a career in the fire service and who are willing to serve as a Volunteer Firefighter Intern for the District, the opportunity to apply traditional academic classroom learning to actual work experience. The Fire Division's volunteer internship program is designed to maximize workforce preparation by providing essential training, experience and department time affiliation required for a Firefighter I Certification to those interested individuals who are willing to serve as a Volunteer Firefighter Intern for the District.

2303.20 OBJECTIVES

2303.21 The objective of the Volunteer Firefighter Intern program is to provide the training, experience and department affiliation required by the State to obtain a Firefighter I Certification to an interested individual willing to serve as a Volunteer Firefighter Intern for the District, who can use such volunteer experience to pursue a career in the fire service. Among other things, this will include work experience, on-the-job training opportunities, certification training opportunities and familiarization with the normal day-to-day operations of a fire department.

2303.22 The program has been developed to provide structured personal growth and professional development to the participant.

2303.23 The learning objectives of this program are developed collaboratively with surrounding fire agencies and provide consistency with the numerous other Firefighter Intern programs within the County.

2303.24 The training and experience is intended to be basic, allowing participants in the program to use the experience they gain in similar situations.

2303.25 The program will provide an opportunity for the Volunteer Firefighter Intern to develop the knowledge, skills abilities and qualifications necessary to become successful for hiring by a fire department.

2303.30 VOLUNTEER STATUS AND STIPENDS

2303.31 Volunteer Firefighter Interns are volunteers and, as such, are not considered employees of the District and will not be eligible for compensation or benefits. The Volunteer Firefighter Intern understands they are voluntarily agreeing to participate in the Firefighter Intern Program and must sign the attached Volunteer Internship Agreement stating the same.

2303.32 Volunteer Firefighter Interns will receive a pre-determined fixed nominal stipend of ~~\$500~~ 1,000 per month. The intent of the stipend is to offset out-of-pocket expenses incurred incidental to participating in the intern program, for example, the cost of meals and transportation expenses.

2303.33 Volunteer Firefighter Interns will receive numerous training and certification opportunities within the department and by outside instructors at no cost, depending on candidate experience and the Training Officer's needs determination. Interns may be reimbursed for some pre-approved training expenses.

2303.33 Volunteer Firefighter Interns may be utilized in/out of county mutual aid responses to State or Federal emergencies and are eligible for hourly compensation during that incident.

2303.34 Basic uniform articles will be provided.

2303.35 When successful in completing all skill signoffs and time requirement for CA FFI, all processing fees will be paid by Fire Department.

2303.36 Volunteer Firefighter Interns will be supported in beginning process to obtain either a Firefighter Endorsement to their class C license, or Commercial Class B Driver's License.

2303.37 As Volunteer Firefighter Interns are not employees of nor employed by the District, they are not covered under the District's collective bargaining agreements, are not eligible for the District's retirement system and any time served as a Volunteer Firefighter Intern does not count for District seniority purposes.

2303.38 As a volunteer of the District's Fire Division, Volunteer Firefighter Interns will be covered under the District's workers compensation insurance.

2303.40 PROGRAM ELIGIBILITY

2303.41 In order to qualify for the Volunteer Firefighter Intern Program, the volunteer intern must meet the following minimum requirements:

- a). Graduation from high school or passage of the high school level General Education Development (GED).
- b). Must be eighteen (18) years of age, prior to appointment.
- c). Possession of a valid California Class C Driver's License.

- d). Have current personal vehicle insurance.
- e). Interns must be certified in Tuolumne County as a First Responder with current CPR/AED credentials and successfully complete a Certified EMT-1 program, within the first year of participation in this program.
- f). Applicants must have completed a basic fire academy by time of placement in the program and provide documentation.

2303.50 PROGRAM SELECTION PROCESS

2303.51 Because the District only has a limited number of volunteer positions available in this Volunteer Firefighter Intern Program, potential candidates must submit an application and undergo a selection process.

2303.52 At the discretion of the Fire Chief, the selection process may consist of all or part of the following:

- a). Application submittal and review for meeting minimum program eligibility.
- b). Written test with score higher than 80%.
- c). Physical agility test.
- d). Oral panel interview.
- e). If successful in above process, candidate will then be required to ride with each shift no less than 8 hours to become acquainted with Department personnel.
- f). Upon completion of ride time, candidate will be subject to Chief's interview before continuing in the placement process.

2303.53 Candidates will be required to pass a drug screening, background check, Life Scan fingerprinting and physical exam prior to being selected into the program.

2303.60 PROGRAM EXPECTATIONS

2303.61 As part of the Volunteer Firefighter Intern Program, interns will be subject to a simulated 6 month introductory period, during which they will be required to complete the probationary hand book and all assigned tests and evaluations. The purpose of this introductory period is to provide the intern with exposure to the requirements of full-time employment as a Firefighter in a fire department. Failure to complete the introductory period tasks or maintain all required certifications may result in the District no longer permitting the individual to serve as part of this voluntary program. The introductory period will require intense training and studying in order to obtain necessary experience to become a CA Firefighter I, required within one year of assignment to shift.

2303.62 Completion of all assigned introductory period tests, skill sign offs, participation in annual refresher training and proficiency drills.

2303.63 Volunteer Firefighter Interns will be expected to independently study training aids, district policy manuals, maps and other reference material provided by the Fire Department.

2303.64 Perform daily assigned shift tasks.

2303.65 Attend, pass and become a CA qualified EMT within one year.

2303.66 Complete certification or provide documentation of completion of CA State Fire Training curriculum for Vehicle Extrication, Low Angle Rope Rescue Operational and Haz Mat First Responder Operational within one year. The Firefighter Intern will also complete NWCG course S-190, S-130, I-100 within one year.

2303.67 Volunteer Firefighter Interns are expected to be good stewards of the program, whether on or off assigned program duty. Interns shall conduct themselves in a professional manner at all times and will not participate in activities, behavior or discussions, either in person or electronically that presents themselves, the District or any other fire department in an unfavorable position.

2303.68 Volunteer Firefighter Interns are expected to comply with the District's Standard Operating Procedures, Rules and Regulations, Administrative Policies and those unwritten standards that would normally be adhered to by a prudent person.

2303.69 Volunteer Firefighter Interns are expected to be dedicated to the intern program. While Interns will not be restricted from engaging in outside employment, to the extent that such outside employment interferes with the Volunteer Firefighter Intern's assigned program shifts or ability to undertake the duties of the program, the District may no longer permit the individual to serve as part of the voluntary intern program

2303.70 ASSIGNED PROGRAM SHIFT DUTY

2303.71 Volunteer Firefighter Interns will be assigned to a forty-eight (48) hour shift (A, B or C), serving under the supervision of a paid Fire Captain, Fire Engineer or Relief Engineer year round, including weekends and holidays as they land on assigned shift days.

2303.72 Program participation requires that Volunteer Firefighter Interns report and participate in their assigned shift except when attending classes or taking written, physical or oral tests for employment, at a regular paid fire department/district. Shifts will start at 0800 and end at 0800, forty-eight (48) hours after the beginning of said shift. Interns shall reside at station during their assigned shift.

2303.73 Volunteer Firefighter Interns will participate in work details that have been assigned to him/her by the Officer in charge of their assigned shift (Captain/Engineer/Relief Engineer). Program work tasks may include but not limited to:

- a). Training, proficiency drills
- b). Station maintenance, cleaning
- c). Apparatus inspections, maintenance and cleaning
- d). Equipment inspections, testing, maintenance and cleaning
- e). Public education details
- f). Fire prevention details
- g). Hose and hydrant testing
- h). Physical fitness

i). Emergency responses

2303.74 Volunteer Firefighter Interns will be expected to be on time and participate in all assigned program shifts. Interns shall arrange for shift coverage, subject to Chief approval, if absent from assigned shift for any reason other than family emergencies, attending class, interview or job testing.

2303.75 The Program Coordinator shall maintain a Program Roster for Volunteer Firefighter Intern participants. This roster, at a minimum, shall list the participant's name, address, social security number and telephone number, date of assigned shift and signature of participant. The Fire Chief will approve the program roster and submit it to the General Manager.

2303.80 PROGRAM ACCOUNTABILITY

2303.81 The highest ranking Officer on duty and assigned to a shift schedule, will be assigned as the supervisor of the Volunteer Firefighter Interns assigned to their shifts. It will be his/her responsibility to record and report on performance, attendance and punctuality. Reports will be forwarded to the Program Coordinator. Performance will be closely observed and a record maintained in the Daily Log Book. The Officer will be responsible to help with problems that may occur. The proper chain of command shall be followed for handling any problems or complaints. Any problems shall be handled, at the lowest possible level, prior to being brought to the attention of the Fire Chief.

2303.82 In the event of a problem or complaint, the issue shall be submitted in writing to the shift supervisor. The shift supervisor will submit the issue to the Fire Chief, within ten (10) working days, if he/she cannot resolve the issue. The decision of the Fire Chief shall be final and binding.

2303.90 UNIFORM

2303.91 The District will provide NFPA compliant uniforms to each Volunteer Firefighter Intern upon assignment to a particular shift. The uniform shall consist of the following clothing items:

- a). NFPA compliant pants
- b). Navy blue, button front, duty shirt
- c). Navy blue station tee shirt
- d). Black basket weave leather belt
- e). Badge
- f). Nametag
- g). After successful completion of six month probation, embroidered sweatshirt will be presented to Intern.

2303.92 It shall be the responsibility of the Volunteer Firefighter Intern to procure the following items at his/her own expense:

- a). Cotton under-garments
- b). NFPA compliant station boots

- c). Personal hygiene products
- d). Bedding
- e). Other approved optional uniform items at Firefighter Intern's discretion.
- f). Maintenance of uniform articles to keep in clean and neat condition.

2303.93 Intern Firefighters will be restricted from participating in fire prevention inspections and public education details until they have been issued an NFPA compliant uniform.

2303.100 SAFETY EQUIPMENT

2303.101 Volunteer Firefighter Interns shall be issued the following safety equipment:

- a). STRUCTURE GEAR: Helmet, Jacket, Pants, Boots, Gloves, Suspenders, Hood, Flashlight.
- b). WILDLAND GEAR: Helmet, Jacket, Pants, Gloves, Headlamp, Fire Shelter, Web Gear, onetime \$200 Wildland approved boot allowance.
- c). MEDICAL GEAR: HEPA mask, Safety Glasses, pocket mask.
- d). COMMUNICATIONS EQUIPMENT: Pager, Charger.
- e). MISCELLANEOUS: Firefighter Bag.

2303.110 DRIVING PRIVILEGES

2303.111 Volunteer Firefighter Interns must have completed the probation period before becoming eligible to earn driving privileges.

2303.112 Volunteer Firefighter Interns must maintain a current CA Driver's license that is in good standing with a clean driving record.

2303.113 Volunteer Firefighter Interns must show proof of personal vehicle insurance upon acceptance and during participation in program.

2303.114 Driving approval of Department vehicles will only be approved after Volunteer Firefighter Intern has completed a drive test by Department Training Officer or Fire Chief's delegate.

2303.115 Code three driving will only be allowed once Volunteer Firefighter Intern has completed Department-provided emergency vehicle operation training and successful passing of field test.

2303.120 PROGRAM WITHDRAWAL AND COMPLETION

2303.121 Participation in the Volunteer Firefighter Internship Program is voluntary and participants may choose to withdraw from the program at any time. The District requests advanced written notification of all such withdrawals. The District reserves the right to not allow a Volunteer Firefighter Intern to continue volunteering in the program at any time.

2303.122 All safety equipment, pagers, chargers, uniforms and/or other equipment issued to the Volunteer Firefighter Trainee by Twain Harte Fire, shall be surrendered to their assigned shift supervisor or the Fire Chief upon withdrawal, discontinuance or completion of the Volunteer Firefighter Intern Program.

2303.123 A breach or violation of any of the rules, regulations, policies, conducts or program eligibility requirements are grounds for not allowing the Volunteer Firefighter Intern to continue volunteering in the program.

TWAIN HARTE COMMUNITY SERVICES DISTRICT VOLUNTEER INTERNSHIP AGREEMENT

It is hereby agreed between _____ (Volunteer Firefighter Intern) and the Twain Harte Community Services District ("District") as follows:

1. Acceptance

The District accepts the Volunteer Firefighter Intern named above as a volunteer firefighter/EMS responder member of the District and participant in the Volunteer Firefighter Internship Program subject to the terms and conditions of this agreement.

2. Status as Volunteer Firefighter

Volunteer Firefighter Intern understands and agrees to serve freely and without pressure or coercion as a volunteer firefighter for the District, without expectation of compensation for services or reimbursement for expenses, except for the nominal fees and reimbursements as provided in the Policy and Procedure Manual. Volunteer Firefighter Intern also understands that their service as a volunteer firefighter is at the sole discretion of the District and is conditioned on the District's continued acceptance and agreement to allow them to serve as a volunteer firefighter. The Volunteer Firefighter Intern can also end their service as a volunteer firefighter at any time.

4. Rules and Procedures

Volunteer Firefighter Intern shall comply with all District rules, policies, and procedures, and with the terms and conditions of this agreement at all times. Non-compliance may subject Volunteer Firefighter Intern to no longer be allowed by the District to participate as a volunteer firefighter. The District has the right to and may alter, amend, or in any way change the rules and procedures or any aspect of District operations at any time without prior notice to the Volunteer Firefighter Intern.

5. Quarters

The District shall provide the Volunteer Firefighter Intern with furnished living quarters to be shared with other intern, resident and volunteer personnel while on shift. The District will provide furnishings, all utilities, laundry facilities with washer and dryer, kitchen appliances, microwave, telephone service (local calls only), cleaning and maintenance supplies, and certain paper products (meals are not included). The quarters are provided pursuant to government functions essential to public safety, health, and welfare, for trained and qualified fire/EMS personnel to assure immediate response to emergencies.

6. Status of Quarters

The District shall retain custody and control of the resident quarters, which is public property subject to visitation and inspection by District personnel and shall establish rules for its condition and use which shall be complied with by the Volunteer Firefighter Intern.

7. Performance and Duty Schedule

The Volunteer Firefighter Intern understands and acknowledges that the essence of the Volunteer Firefighter Internship Program is to maintain qualified firefighter/EMS personnel in the station for emergency response. Compliance with predetermined standards of training attendance, task performance abilities, alarm response, and maintenance of program participation requirements are reasonable and necessary.

VOLUNTEER FIREFIGHTER INTERN

Signed: _____

Printed Name: _____ Date: _____

TWAIN HARTE COMMUNITY SERVICES DISTRICT

Signed: _____

Fire Chief (printed name): _____ Date: _____

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Volunteer Firefighter Intern Program Description
POLICY NUMBER: 2303
ADOPTED: April 12, 2012
REVISED: August 8, 2018

2303.10 PROGRAM INTENT

Twain Harte Community Services District's (District) Fire Division offers a volunteer internship program in an effort to provide those pursuing a career in the fire service and who are willing to serve as a Volunteer Firefighter Intern for the District, the opportunity to apply traditional academic classroom learning to actual work experience. The Fire Division's volunteer internship program is designed to maximize workforce preparation by providing essential training, experience and department time affiliation required for a Firefighter I Certification to those interested individuals who are willing to serve as a Volunteer Firefighter Intern for the District.

2303.20 OBJECTIVES

2303.21 The objective of the Volunteer Firefighter Intern program is to provide the training, experience and department affiliation required by the State to obtain a Firefighter I Certification to an interested individual willing to serve as a Volunteer Firefighter Intern for the District, who can use such volunteer experience to pursue a career in the fire service. Among other things, this will include work experience, on-the-job training opportunities, certification training opportunities and familiarization with the normal day-to-day operations of a fire department.

2303.22 The program has been developed to provide structured personal growth and professional development to the participant.

2303.23 The learning objectives of this program are developed collaboratively with surrounding fire agencies and provide consistency with the numerous other Firefighter Intern programs within the County.

2303.24 The training and experience is intended to be basic, allowing participants in the program to use the experience they gain in similar situations.

2303.25 The program will provide an opportunity for the Volunteer Firefighter Intern to develop the knowledge, skills abilities and qualifications necessary to become successful for hiring by a fire department.

2303.30 VOLUNTEER STATUS AND STIPENDS

2303.31 Volunteer Firefighter Interns are volunteers and, as such, are not considered employees of the District and will not be eligible for compensation or benefits. The Volunteer Firefighter Intern understands they are voluntarily agreeing to participate in the Firefighter Intern Program and must sign the attached Volunteer Internship Agreement stating the same.

2303.32 Volunteer Firefighter Interns will receive a pre-determined fixed nominal stipend of \$1,000 per month. The intent of the stipend is to offset out-of-pocket expenses incurred incidental to participating in the intern program, for example, the cost of meals and transportation expenses.

2303.33 Volunteer Firefighter Interns will receive numerous training and certification opportunities within the department and by outside instructors at no cost, depending on candidate experience and the Training Officer's needs determination. Interns may be reimbursed for some pre-approved training expenses.

2303.33 Volunteer Firefighter Interns may be utilized in/out of county mutual aid responses to State or Federal emergencies and are eligible for hourly compensation during that incident.

2303.34 Basic uniform articles will be provided.

2303.35 When successful in completing all skill signoffs and time requirement for CA FFI, all processing fees will be paid by Fire Department.

2303.36 Volunteer Firefighter Interns will be supported in beginning process to obtain either a Firefighter Endorsement to their class C license, or Commercial Class B Driver's License.

2303.37 As Volunteer Firefighter Interns are not employees of nor employed by the District, they are not covered under the District's collective bargaining agreements, are not eligible for the District's retirement system and any time served as a Volunteer Firefighter Intern does not count for District seniority purposes.

2303.38 As a volunteer of the District's Fire Division, Volunteer Firefighter Interns will be covered under the District's workers compensation insurance.

2303.40 PROGRAM ELIGIBILITY

2303.41 In order to qualify for the Volunteer Firefighter Intern Program, the volunteer intern must meet the following minimum requirements:

- a). Graduation from high school or passage of the high school level General Education Development (GED).
- b). Must be eighteen (18) years of age, prior to appointment.
- c). Possession of a valid California Class C Driver's License.

- d). Have current personal vehicle insurance.
- e). Interns must be certified in Tuolumne County as a First Responder with current CPR/AED credentials and successfully complete a Certified EMT-1 program, within the first year of participation in this program.
- f). Applicants must have completed a basic fire academy by time of placement in the program and provide documentation.

2303.50 PROGRAM SELECTION PROCESS

2303.51 Because the District only has a limited number of volunteer positions available in this Volunteer Firefighter Intern Program, potential candidates must submit an application and undergo a selection process.

2303.52 At the discretion of the Fire Chief, the selection process may consist of all or part of the following:

- a). Application submittal and review for meeting minimum program eligibility.
- b). Written test with score higher than 80%.
- c). Physical agility test.
- d). Oral panel interview.
- e). If successful in above process, candidate will then be required to ride with each shift no less than 8 hours to become acquainted with Department personnel.
- f). Upon completion of ride time, candidate will be subject to Chief's interview before continuing in the placement process.

2303.53 Candidates will be required to pass a drug screening, background check, Life Scan fingerprinting and physical exam prior to being selected into the program.

2303.60 PROGRAM EXPECTATIONS

2303.61 As part of the Volunteer Firefighter Intern Program, interns will be subject to a simulated 6 month introductory period, during which they will be required to complete the probationary hand book and all assigned tests and evaluations. The purpose of this introductory period is to provide the intern with exposure to the requirements of full-time employment as a Firefighter in a fire department. Failure to complete the introductory period tasks or maintain all required certifications may result in the District no longer permitting the individual to serve as part of this voluntary program. The introductory period will require intense training and studying in order to obtain necessary experience to become a CA Firefighter I, required within one year of assignment to shift.

2303.62 Completion of all assigned introductory period tests, skill sign offs, participation in annual refresher training and proficiency drills.

2303.63 Volunteer Firefighter Interns will be expected to independently study training aids, district policy manuals, maps and other reference material provided by the Fire Department.

2303.64 Perform daily assigned shift tasks.

2303.65 Attend, pass and become a CA qualified EMT within one year.

2303.66 Complete certification or provide documentation of completion of CA State Fire Training curriculum for Vehicle Extrication, Low Angle Rope Rescue Operational and Haz Mat First Responder Operational within one year. The Firefighter Intern will also complete NWCG course S-190, S-130, I-100 within one year.

2303.67 Volunteer Firefighter Interns are expected to be good stewards of the program, whether on or off assigned program duty. Interns shall conduct themselves in a professional manner at all times and will not participate in activities, behavior or discussions, either in person or electronically that presents themselves, the District or any other fire department in an unfavorable position.

2303.68 Volunteer Firefighter Interns are expected to comply with the District's Standard Operating Procedures, Rules and Regulations, Administrative Policies and those unwritten standards that would normally be adhered to by a prudent person.

2303.69 Volunteer Firefighter Interns are expected to be dedicated to the intern program. While Interns will not be restricted from engaging in outside employment, to the extent that such outside employment interferes with the Volunteer Firefighter Intern's assigned program shifts or ability to undertake the duties of the program, the District may no longer permit the individual to serve as part of the voluntary intern program

2303.70 ASSIGNED PROGRAM SHIFT DUTY

2303.71 Volunteer Firefighter Interns will be assigned to a forty-eight (48) hour shift (A, B or C), serving under the supervision of a paid Fire Captain, Fire Engineer or Relief Engineer year round, including weekends and holidays as they land on assigned shift days.

2303.72 Program participation requires that Volunteer Firefighter Interns report and participate in their assigned shift except when attending classes or taking written, physical or oral tests for employment, at a regular paid fire department/district. Shifts will start at 0800 and end at 0800, forty-eight (48) hours after the beginning of said shift. Interns shall reside at station during their assigned shift.

2303.73 Volunteer Firefighter Interns will participate in work details that have been assigned to him/her by the Officer in charge of their assigned shift (Captain/Engineer/Relief Engineer). Program work tasks may include but not limited to:

- a). Training, proficiency drills
- b). Station maintenance, cleaning
- c). Apparatus inspections, maintenance and cleaning
- d). Equipment inspections, testing, maintenance and cleaning
- e). Public education details
- f). Fire prevention details
- g). Hose and hydrant testing
- h). Physical fitness

i). Emergency responses

2303.74 Volunteer Firefighter Interns will be expected to be on time and participate in all assigned program shifts. Interns shall arrange for shift coverage, subject to Chief approval, if absent from assigned shift for any reason other than family emergencies, attending class, interview or job testing.

2303.75 The Program Coordinator shall maintain a Program Roster for Volunteer Firefighter Intern participants. This roster, at a minimum, shall list the participant's name, address, social security number and telephone number, date of assigned shift and signature of participant. The Fire Chief will approve the program roster and submit it to the General Manager.

2303.80 PROGRAM ACCOUNTABILITY

2303.81 The highest ranking Officer on duty and assigned to a shift schedule, will be assigned as the supervisor of the Volunteer Firefighter Interns assigned to their shifts. It will be his/her responsibility to record and report on performance, attendance and punctuality. Reports will be forwarded to the Program Coordinator. Performance will be closely observed and a record maintained in the Daily Log Book. The Officer will be responsible to help with problems that may occur. The proper chain of command shall be followed for handling any problems or complaints. Any problems shall be handled, at the lowest possible level, prior to being brought to the attention of the Fire Chief.

2303.82 In the event of a problem or complaint, the issue shall be submitted in writing to the shift supervisor. The shift supervisor will submit the issue to the Fire Chief, within ten (10) working days, if he/she cannot resolve the issue. The decision of the Fire Chief shall be final and binding.

2303.90 UNIFORM

2303.91 The District will provide NFPA compliant uniforms to each Volunteer Firefighter Intern upon assignment to a particular shift. The uniform shall consist of the following clothing items:

- a). NFPA compliant pants
- b). Navy blue, button front, duty shirt
- c). Navy blue station tee shirt
- d). Black basket weave leather belt
- e). Badge
- f). Nametag
- g). After successful completion of six month probation, embroidered sweatshirt will be presented to Intern.

2303.92 It shall be the responsibility of the Volunteer Firefighter Intern to procure the following items at his/her own expense:

- a). Cotton under-garments
- b). NFPA compliant station boots

- c). Personal hygiene products
- d). Bedding
- e). Other approved optional uniform items at Firefighter Intern's discretion.
- f). Maintenance of uniform articles to keep in clean and neat condition.

2303.93 Intern Firefighters will be restricted from participating in fire prevention inspections and public education details until they have been issued an NFPA compliant uniform.

2303.100 SAFETY EQUIPMENT

2303.101 Volunteer Firefighter Interns shall be issued the following safety equipment:

- a). STRUCTURE GEAR: Helmet, Jacket, Pants, Boots, Gloves, Suspenders, Hood, Flashlight.
- b). WILDLAND GEAR: Helmet, Jacket, Pants, Gloves, Headlamp, Fire Shelter, Web Gear, onetime \$200 Wildland approved boot allowance.
- c). MEDICAL GEAR: HEPA mask, Safety Glasses, pocket mask.
- d). COMMUNICATIONS EQUIPMENT: Pager, Charger.
- e). MISCELLANEOUS: Firefighter Bag.

2303.110 DRIVING PRIVILEGES

2303.111 Volunteer Firefighter Interns must have completed the probation period before becoming eligible to earn driving privileges.

2303.112 Volunteer Firefighter Interns must maintain a current CA Driver's license that is in good standing with a clean driving record.

2303.113 Volunteer Firefighter Interns must show proof of personal vehicle insurance upon acceptance and during participation in program.

2303.114 Driving approval of Department vehicles will only be approved after Volunteer Firefighter Intern has completed a drive test by Department Training Officer or Fire Chief's delegate.

2303.115 Code three driving will only be allowed once Volunteer Firefighter Intern has completed Department-provided emergency vehicle operation training and successful passing of field test.

2303.120 PROGRAM WITHDRAWAL AND COMPLETION

2303.121 Participation in the Volunteer Firefighter Internship Program is voluntary and participants may choose to withdraw from the program at any time. The District requests advanced written notification of all such withdrawals. The District reserves the right to not allow a Volunteer Firefighter Intern to continue volunteering in the program at any time.

2303.122 All safety equipment, pagers, chargers, uniforms and/or other equipment issued to the Volunteer Firefighter Trainee by Twain Harte Fire, shall be surrendered to their assigned shift supervisor or the Fire Chief upon withdrawal, discontinuance or completion of the Volunteer Firefighter Intern Program.

2303.123 A breach or violation of any of the rules, regulations, policies, conducts or program eligibility requirements are grounds for not allowing the Volunteer Firefighter Intern to continue volunteering in the program.

TWAIN HARTE COMMUNITY SERVICES DISTRICT VOLUNTEER INTERNSHIP AGREEMENT

It is hereby agreed between _____ (Volunteer Firefighter Intern) and the Twain Harte Community Services District ("District") as follows:

1. Acceptance

The District accepts the Volunteer Firefighter Intern named above as a volunteer firefighter/EMS responder member of the District and participant in the Volunteer Firefighter Internship Program subject to the terms and conditions of this agreement.

2. Status as Volunteer Firefighter

Volunteer Firefighter Intern understands and agrees to serve freely and without pressure or coercion as a volunteer firefighter for the District, without expectation of compensation for services or reimbursement for expenses, except for the nominal fees and reimbursements as provided in the Policy and Procedure Manual. Volunteer Firefighter Intern also understands that their service as a volunteer firefighter is at the sole discretion of the District and is conditioned on the District's continued acceptance and agreement to allow them to serve as a volunteer firefighter. The Volunteer Firefighter Intern can also end their service as a volunteer firefighter at any time.

4. Rules and Procedures

Volunteer Firefighter Intern shall comply with all District rules, policies, and procedures, and with the terms and conditions of this agreement at all times. Non-compliance may subject Volunteer Firefighter Intern to no longer be allowed by the District to participate as a volunteer firefighter. The District has the right to and may alter, amend, or in any way change the rules and procedures or any aspect of District operations at any time without prior notice to the Volunteer Firefighter Intern.

5. Quarters

The District shall provide the Volunteer Firefighter Intern with furnished living quarters to be shared with other intern, resident and volunteer personnel while on shift. The District will provide furnishings, all utilities, laundry facilities with washer and dryer, kitchen appliances, microwave, telephone service (local calls only), cleaning and maintenance supplies, and certain paper products (meals are not included). The quarters are provided pursuant to government functions essential to public safety, health, and welfare, for trained and qualified fire/EMS personnel to assure immediate response to emergencies.

6. Status of Quarters

The District shall retain custody and control of the resident quarters, which is public property subject to visitation and inspection by District personnel and shall establish rules for its condition and use which shall be complied with by the Volunteer Firefighter Intern.

7. Performance and Duty Schedule

The Volunteer Firefighter Intern understands and acknowledges that the essence of the Volunteer Firefighter Internship Program is to maintain qualified firefighter/EMS personnel in the station for emergency response. Compliance with predetermined standards of training attendance, task performance abilities, alarm response, and maintenance of program participation requirements are reasonable and necessary.

VOLUNTEER FIREFIGHTER INTERN

Signed: _____

Printed Name: _____ Date: _____

TWAIN HARTE COMMUNITY SERVICES DISTRICT

Signed: _____

Fire Chief (printed name): _____ Date: _____

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Volunteer Apparatus Operator Intern Program Description
POLICY NUMBER: 2304
ADOPTED: April 12, 2012
REVISED: August 8, 2018

2304.10 PROGRAM INTENT

Twain Harte Community Services District's (District) Fire Division offers a volunteer internship program in an effort to provide those pursuing a career in the fire service and who are willing to serve as a Volunteer Apparatus Operator Intern for the District, the opportunity to apply traditional academic classroom learning to actual work experience. The Fire Division's volunteer internship program is designed to maximize workforce preparation by providing essential training, experience and department time affiliation required to obtain Firefighter II and Driver Operator I Certifications to interested individuals who are willing to serve as a Volunteer Apparatus Operator Intern for the District..

2304.20 OBJECTIVES

2304.21 The objective of the Volunteer Apparatus Operator Intern program is to provide the training, experience and department affiliation required by the State to obtain a Firefighter II Certification, Driver Operator I Certification to an interested individual willing to serve as a Volunteer Apparatus Operator Intern for the District, who can then use such volunteer experience to pursue a career in the fire service. Among other things, this will include work experience, on-the-job training, certification training opportunities and familiarization with the normal day-to-day operations of a fire department.

2304.22 Provide Volunteer Apparatus Operator Intern with the necessary training and skill development to begin developing into a competent and qualified Engineer.

2304.23 The program has been developed to provide structured personal growth and professional development to the participant.

2304.24 The learning objectives of this program are developed collaboratively with surrounding fire agencies and provide consistency with the numerous other Firefighter Intern programs within the County.

2304.25 The training and experience is intended to be challenging, allowing participants in the program to use the experience they gain in similar situations.

2304.26 The program will provide an opportunity to the Volunteer Apparatus Operator Intern to develop the knowledge, skills abilities and qualifications necessary to become successful for hiring by a fire department.

2304.30 VOLUNTEER STATUS AND STIPENDS

2304.31 Volunteer Apparatus Operator Interns are volunteers and, as such, are not considered employees of the District and will not be eligible for compensation or benefits. The intern understands they are voluntarily agreeing to participate in the Apparatus Operator Intern Program and must sign the attached Volunteer Internship Agreement stating the same.

2304.32 Volunteer Apparatus Operator Interns will receive a pre-determined fixed nominal stipend of ~~\$1,000~~ 1,500 per month. The intent of the stipend is to offset out-of-pocket expenses incurred incidental to participating in the intern program, for example, the cost of meals and transportation expenses.

2304.33 Volunteer Apparatus Operator Interns will receive numerous training and certification opportunities within the department and by outside instructors at no cost, depending on candidate experience and the Training Officer's needs determination. Interns may be reimbursed for some pre-approved training expenses.

2304.34 Volunteer Apparatus Operator Interns may be utilized in/out of county mutual aid responses to State or Federal emergencies and are eligible for hourly compensation during that incident.

2304.35 Basic uniform articles will be provided.

2304.36 When successful in completing all skill signoffs, training requirements and time requirement for CA FFI and CA Driver/Operator certification, all processing fees will be paid by Twain Harte Fire and Rescue.

2304.37 As Volunteer Apparatus Operator Interns are not employees of nor employed by the District, they are not covered under the District's bargaining agreements, are not eligible for the District's retirement system and any time served in as a Volunteer Apparatus Operator Intern does not count as time employed for District seniority purposes.

2304.38 As a volunteer of the District's Fire Division, Volunteer Apparatus Operator Interns will be covered under the District's workers compensation insurance.

2304.40 PROGRAM ELIGIBILITY

2304.41 In order to qualify for the Volunteer Apparatus Operator Intern Program, the volunteer intern must meet the following minimum requirements:

- a). Graduation from high school or passage of the high school level General Education Development (GED).
- b). Must be eighteen (18) years of age, prior to appointment.

- c). Possession of a valid California Class B Commercial Driver's License, or California Class C Driver's License with Firefighter endorsement and current DMV Medical Examiner's Certificate.
- d). Have current personal vehicle insurance.
- e). Interns must be certified as a Tuolumne County EMT, with current CPR/AED credentials.
- f). Applicants must have prior to appointment, a California Firefighter I Certificate, California Driver/Operator 1A and 1B Certificate, California State Fire Training Vehicle Extrication Certificate and Hazardous Materials First Responder Operations Certificate, Low Angle Rope Rescue Operations Certificate.

2304.50 PROGRAM SELECTION PROCESS

2304.51 Because the District only has a limited number of volunteer positions available in this Volunteer Apparatus Intern Program, must submit an application and undergo a selection process..

2304.52 At the discretion of the Fire Chief, selection process shall consist of all or part of the following:

- a). Application submittal and review for meeting minimum qualifications.
- b). Written test with score higher than 80%.
- c). Physical agility test and basic pump operations manipulative test.
- d). Oral panel interview.
- e). If successful in above process, candidate will then be required to ride with each shift no less than 8 hours to further become acquainted with Department personnel.
- f). Upon completion of ride time, candidate will be subject to Chief's interview before continuing in the placement process.

2304.53 Candidates will be required to pass drug screening, background check, Life Scan fingerprinting and physical exam prior to being selected into the program.

2304.60 PROGRAM EXPECTATIONS

2304.61 As part of the Volunteer Apparatus Operator Intern Program, interns will be subject to a simulated 6 month introductory period similar to that which would apply in a new full-time position at a fire department, during which they will be required to complete all assigned tests and evaluations for the introductory period. The purpose of the introductory period is to provide the intern with exposure to the requirements of full-time employment as an Apparatus Operator in a fire department. Failure to complete the introductory period tasks or maintain all required certifications may result in the District no longer permitting the individual to serve as part of the this voluntary intern program. The introductory period will require intense training and studying in order to obtain necessary experience to become a CA Firefighter II, Driver Operator I and Engine Boss Trainee, required within one year of assignment to shift.

2304.62 Completion of all introductory period tests, skill sign offs, participation in annual refresher training and proficiency drills.

2304.63 Volunteer Apparatus Operator Interns will be expected to independently study training aids, district policy manuals, maps and other reference material provided by the Fire Department.

2304.64 Perform daily assigned shift tasks.

2304.65 Attend, pass and become certified in NWCG S-130, S-190, I-100, I-200, S-290, S-230, S-212, provided by Twain Harte Fire and Rescue.

2304.66 Volunteer Apparatus Operator Interns are expected to be good stewards of the program, whether on or off assigned program duty. Interns shall conduct themselves in a professional manner at all times and will not participate in activities, behavior or discussions, either in person or electronically that presents themselves, the District or any other fire department in an unfavorable position.

2303.67 Volunteer Apparatus Operator Interns are expected to comply with the District's Standard Operating Procedures, Rules and Regulations, Administrative Policies and those unwritten standards that would normally be adhered to by a prudent person.

2303.68 Volunteer Apparatus Operator Interns are expected to be dedicated to the intern program. While Interns will not be restricted from engaging in outside employment, to the extent that such outside employment interferes with the Volunteer Apparatus Operator Intern's assigned program shifts or ability to undertake the duties of the program, the District may no longer permit the individual to serve as part of this voluntary intern program.

2304.70 ASSIGNED PROGRAM SHIFT DUTY

2304.71 Volunteer Apparatus Operator Interns will be assigned to a forty-eight (48) hour shift (A, B or C), serving under the supervision of a paid Fire Captain, Fire Engineer or Relief Engineer year round, including weekends and holidays as they land on assigned shift days.

2304.72 Program participation requires that Volunteer Apparatus Operator Interns report and participate in their assigned shift except when attending classes or taking written, physical or oral tests for employment, at a regular paid fire department/district. Shifts will start at 0800 and end at 0800, forty-eight (48) hours after the beginning of said shift. Volunteer Apparatus Operator Interns shall reside at the station during their assigned shift.

2304.73 The Volunteer Apparatus Operator Interns will participate in work details that have been assigned to him/her by the Officer in charge of their assigned shift (Captain/Engineer/Relief Engineer). Program work tasks may include but not be limited to:

- a). Training, proficiency drills
- b). Station maintenance, cleaning
- c). Apparatus inspections, maintenance and cleaning

- d). Equipment inspections, testing, maintenance and cleaning
- e). Public education details
- f). Fire prevention details
- g). Hose and hydrant testing
- h). Physical fitness
- i). Emergency responses

2303.74 Volunteer Apparatus Operator Interns will be expected to be on time and participate in all assigned program shifts. Interns shall arrange for shift coverage, subject to Chief approval, if absent from assigned shift for any reason other than family emergencies, attending class, interview or job testing.

2304.75 The Program Coordinator shall maintain a Program Roster for Volunteer Apparatus Operator Intern participants. This roster, at a minimum, shall list the participant's name, address, social security number and telephone number, date of shift and signature of participant. The Fire Chief will approve the program roster and submit it to the General Manager.

2304.80 PROGRAM ACCOUNTABILITY

2304.81 The highest ranking Officer on duty and assigned to a shift schedule, will be assigned as the supervisor of the Volunteer Apparatus Operator Interns assigned to their shifts. It will be his/her responsibility to record and report on performance, attendance and punctuality. Reports will be forwarded to the Program Coordinator. Performance will be closely observed and a record maintained in the Daily Log Book. The Officer will be responsible to help with problems that may occur. The proper chain of command shall be followed for handling any problems or complaints. Any problems shall be handled, at the lowest possible level, prior to being brought to the attention of the Fire Chief.

2304.82 In the event of a problem, or complaint, the issue shall be submitted, in writing, to the shift supervisor. The shift supervisor will submit the issue to the Fire Chief, within ten (10) working days, if he/she cannot resolve the issue. The decision of the Fire Chief shall be final and binding.

2304.90 UNIFORM

2304.91 The District will provide NFPA compliant uniforms to each Volunteer Apparatus Operator Intern upon assignment to a particular shift. The uniform shall consist of the following clothing items:

- a). NFPA compliant pants
- b). Navy blue, button front, duty shirt
- c). Navy blue station tee shirt
- d). Black basket weave leather belt
- e). Badge
- f). Nametag
- g). After successful completion of six months probation, embroidered sweatshirt will be presented to Intern.

2304.92 It shall be the responsibility of the Volunteer Apparatus Operator Intern to procure the following items at his/her own expense:

- a). Cotton under-garments
- b). NFPA compliant station boots
- c). Personal hygiene products
- d). Bedding
- e). Other approved optional uniform items at Intern's discretion.
- f). Maintenance of uniform articles to keep in clean and neat condition.

2303.93 Volunteer Apparatus Operator Interns will be restricted from participating in fire prevention inspections and public education details until they have been issued an NFPA compliant uniform.

2304.100 SAFETY EQUIPMENT

2304.101 Volunteer Apparatus Operator Interns shall be issued the following safety equipment:

- a). STRUCTURE GEAR: Helmet, Jacket, Pants, Boots, Gloves, Suspenders, Hood, Flashlight.
- b). WILDLAND GEAR: Helmet, Jacket, Pants, Gloves, Headlamp, Fire Shelter, Web Gear, onetime \$200 Wildland approved boot allowance.
- c). MEDICAL GEAR: HEPA mask, Safety Glasses, pocket mask.
- d). COMMUNICATIONS EQUIPMENT: Pager, Charger.
- e). MISCELLANEOUS: Firefighter Bag.

2304.110 DRIVING PRIVILEGES

2304.111 Volunteer Apparatus Operator Interns must maintain a current CA Class B Driver's license or Firefighter Endorsement to CA Class C that is in good standing with a clean driving record.

2304.112 Volunteer Apparatus Operator Interns must show proof of personal vehicle insurance upon acceptance and during participation in program.

2304.113 Driving approval of Department vehicles will only be approved after Volunteer Apparatus Operator Intern has completed a drive test by Department Training Officer or Fire Chief's delegate.

2304.115 Code three driving will only be allowed once Volunteer Apparatus Operator Intern has completed Department-provided emergency vehicle operation training and successful passing of field test.

2304.120 PROGRAM WITHDRAWAL AND COMPLETION

2304.121 Participation in the Volunteer Apparatus Operator Internship Program is voluntary and participants may choose to withdraw from the program at any time. The District requests advanced written notification of all such withdrawals. The District reserves the right to not allow a Volunteer Apparatus Operator Intern to continue volunteering in the program at any time.

2304.122 All safety equipment, pagers, chargers, uniforms and/or other equipment issued to the Volunteer Apparatus Operator Intern by Twain Harte Fire & Rescue, shall be surrendered to their assigned shift supervisor or the Fire Chief, upon withdrawal, discontinuance or completion of the Volunteer Apparatus Operator Intern Program.

2304.123 A breach or violation of any of the rules, regulations, policies, conducts or program eligibility requirements are grounds for not allowing the Volunteer Apparatus Operator Intern to continue volunteering in the program. .

TWAIN HARTE COMMUNITY SERVICES DISTRICT VOLUNTEER INTERNSHIP AGREEMENT

It is hereby agreed between _____ (Volunteer Apparatus Operator Intern) and the Twain Harte Community Services District ("District") as follows:

1. Acceptance

The District accepts the Volunteer Apparatus Operator Intern named above as a volunteer firefighter/EMS responder member of the District and participant in the Volunteer Apparatus Operator Internship Program subject to the terms and conditions of this agreement.

2. Status as Volunteer Firefighter

Volunteer Apparatus Operator Intern understands and agrees to serve freely and without pressure or coercion as a volunteer firefighter for the District, without expectation of compensation for services or reimbursement for expenses, except for the nominal fees and reimbursements as provided in the Policy and Procedure Manual. Volunteer Apparatus Operator Intern also understands that their service as a volunteer firefighter is at the sole discretion of the District and is conditioned on the District's continued acceptance and agreement to allow them to serve as a volunteer firefighter. The Volunteer Apparatus Operator Intern can also end their service as a volunteer firefighter at any time.

4. Rules and Procedures

Volunteer Apparatus Operator Intern shall comply with all District rules, policies, and procedures, and with the terms and conditions of this agreement at all times. Non-compliance may subject Volunteer Apparatus Operator Intern to no longer be allowed by the District to participate as a volunteer firefighter. The District has the right to and may alter, amend, or in any way change the rules and procedures or any aspect of District operations at any time without prior notice to the Volunteer Apparatus Operator Intern.

5. Quarters

The District shall provide the Volunteer Apparatus Operator Intern with furnished living quarters to be shared with other intern, resident and volunteer personnel while on shift. The District will provide furnishings, all utilities, laundry facilities with washer and dryer, kitchen appliances, microwave, telephone service (local calls only), cleaning and maintenance supplies, and certain paper products (meals are not included). The quarters are provided pursuant to government functions essential to public safety, health, and welfare, for trained and qualified fire/EMS personnel to assure immediate response to emergencies.

6. Status of Quarters

The District shall retain custody and control of the resident quarters, which is public property subject to visitation and inspection by District personnel and shall establish

rules for its condition and use which shall be complied with by the Volunteer Firefighter Intern.

7. Performance and Duty Schedule

The Volunteer Apparatus Operator Intern understands and acknowledges that the essence of the Volunteer Apparatus Operator Internship Program is to maintain qualified firefighter/EMS personnel in the station for emergency response. Compliance with predetermined standards of training attendance, task performance abilities, alarm response, and maintenance of program participation requirements are reasonable and necessary.

VOLUNTEER APPARATUS OPERATOR INTERN

Signed: _____

Printed Name: _____ Date: _____

TWAIN HARTE COMMUNITY SERVICES DISTRICT

Signed: _____

Fire Chief (printed name): _____ Date: _____

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Volunteer Apparatus Operator Intern Program Description
POLICY NUMBER: 2304
ADOPTED: April 12, 2012
REVISED: August 8, 2018

2304.10 PROGRAM INTENT

Twain Harte Community Services District's (District) Fire Division offers a volunteer internship program in an effort to provide those pursuing a career in the fire service and who are willing to serve as a Volunteer Apparatus Operator Intern for the District, the opportunity to apply traditional academic classroom learning to actual work experience. The Fire Division's volunteer internship program is designed to maximize workforce preparation by providing essential training, experience and department time affiliation required to obtain Firefighter II and Driver Operator I Certifications to interested individuals who are willing to serve as a Volunteer Apparatus Operator Intern for the District..

2304.20 OBJECTIVES

2304.21 The objective of the Volunteer Apparatus Operator Intern program is to provide the training, experience and department affiliation required by the State to obtain a Firefighter II Certification, Driver Operator I Certification to an interested individual willing to serve as a Volunteer Apparatus Operator Intern for the District, who can then use such volunteer experience to pursue a career in the fire service. Among other things, this will include work experience, on-the-job training, certification training opportunities and familiarization with the normal day-to-day operations of a fire department.

2304.22 Provide Volunteer Apparatus Operator Intern with the necessary training and skill development to begin developing into a competent and qualified Engineer.

2304.23 The program has been developed to provide structured personal growth and professional development to the participant.

2304.24 The learning objectives of this program are developed collaboratively with surrounding fire agencies and provide consistency with the numerous other Firefighter Intern programs within the County.

2304.25 The training and experience is intended to be challenging, allowing participants in the program to use the experience they gain in similar situations.

2304.26 The program will provide an opportunity to the Volunteer Apparatus Operator Intern to develop the knowledge, skills abilities and qualifications necessary to become successful for hiring by a fire department.

2304.30 VOLUNTEER STATUS AND STIPENDS

2304.31 Volunteer Apparatus Operator Interns are volunteers and, as such, are not considered employees of the District and will not be eligible for compensation or benefits. The intern understands they are voluntarily agreeing to participate in the Apparatus Operator Intern Program and must sign the attached Volunteer Internship Agreement stating the same.

2304.32 Volunteer Apparatus Operator Interns will receive a pre-determined fixed nominal stipend of \$1,500 per month. The intent of the stipend is to offset out-of-pocket expenses incurred incidental to participating in the intern program, for example, the cost of meals and transportation expenses.

2304.33 Volunteer Apparatus Operator Interns will receive numerous training and certification opportunities within the department and by outside instructors at no cost, depending on candidate experience and the Training Officer's needs determination. Interns may be reimbursed for some pre-approved training expenses.

2304.34 Volunteer Apparatus Operator Interns may be utilized in/out of county mutual aid responses to State or Federal emergencies and are eligible for hourly compensation during that incident.

2304.35 Basic uniform articles will be provided.

2304.36 When successful in completing all skill signoffs, training requirements and time requirement for CA FFI and CA Driver/Operator certification, all processing fees will be paid by Twain Harte Fire and Rescue.

2304.37 As Volunteer Apparatus Operator Interns are not employees of nor employed by the District, they are not covered under the District's bargaining agreements, are not eligible for the District's retirement system and any time served in as a Volunteer Apparatus Operator Intern does not count as time employed for District seniority purposes.

2304.38 As a volunteer of the District's Fire Division, Volunteer Apparatus Operator Interns will be covered under the District's workers compensation insurance.

2304.40 PROGRAM ELIGIBILITY

2304.41 In order to qualify for the Volunteer Apparatus Operator Intern Program, the volunteer intern must meet the following minimum requirements:

- a). Graduation from high school or passage of the high school level General Education Development (GED).
- b). Must be eighteen (18) years of age, prior to appointment.

- c). Possession of a valid California Class B Commercial Driver's License, or California Class C Driver's License with Firefighter endorsement and current DMV Medical Examiner's Certificate.
- d). Have current personal vehicle insurance.
- e). Interns must be certified as a Tuolumne County EMT, with current CPR/AED credentials.
- f). Applicants must have prior to appointment, a California Firefighter I Certificate, California Driver/Operator 1A and 1B Certificate, California State Fire Training Vehicle Extrication Certificate and Hazardous Materials First Responder Operations Certificate, Low Angle Rope Rescue Operations Certificate.

2304.50 PROGRAM SELECTION PROCESS

2304.51 Because the District only has a limited number of volunteer positions available in this Volunteer Apparatus Intern Program, must submit an application and undergo a selection process..

2304.52 At the discretion of the Fire Chief, selection process shall consist of all or part of the following:

- a). Application submittal and review for meeting minimum qualifications.
- b). Written test with score higher than 80%.
- c). Physical agility test and basic pump operations manipulative test.
- d). Oral panel interview.
- e). If successful in above process, candidate will then be required to ride with each shift no less than 8 hours to further become acquainted with Department personnel.
- f). Upon completion of ride time, candidate will be subject to Chief's interview before continuing in the placement process.

2304.53 Candidates will be required to pass drug screening, background check, Life Scan fingerprinting and physical exam prior to being selected into the program.

2304.60 PROGRAM EXPECTATIONS

2304.61 As part of the Volunteer Apparatus Operator Intern Program, interns will be subject to a simulated 6 month introductory period similar to that which would apply in a new full-time position at a fire department, during which they will be required to complete all assigned tests and evaluations for the introductory period. The purpose of the introductory period is to provide the intern with exposure to the requirements of full-time employment as an Apparatus Operator in a fire department. Failure to complete the introductory period tasks or maintain all required certifications may result in the District no longer permitting the individual to serve as part of the this voluntary intern program. The introductory period will require intense training and studying in order to obtain necessary experience to become a CA Firefighter II, Driver Operator I and Engine Boss Trainee, required within one year of assignment to shift.

2304.62 Completion of all introductory period tests, skill sign offs, participation in annual refresher training and proficiency drills.

2304.63 Volunteer Apparatus Operator Interns will be expected to independently study training aids, district policy manuals, maps and other reference material provided by the Fire Department.

2304.64 Perform daily assigned shift tasks.

2304.65 Attend, pass and become certified in NWCG S-130, S-190, I-100, I-200, S-290, S-230, S-212, provided by Twain Harte Fire and Rescue.

2304.66 Volunteer Apparatus Operator Interns are expected to be good stewards of the program, whether on or off assigned program duty. Interns shall conduct themselves in a professional manner at all times and will not participate in activities, behavior or discussions, either in person or electronically that presents themselves, the District or any other fire department in an unfavorable position.

2303.67 Volunteer Apparatus Operator Interns are expected to comply with the District's Standard Operating Procedures, Rules and Regulations, Administrative Policies and those unwritten standards that would normally be adhered to by a prudent person.

2303.68 Volunteer Apparatus Operator Interns are expected to be dedicated to the intern program. While Interns will not be restricted from engaging in outside employment, to the extent that such outside employment interferes with the Volunteer Apparatus Operator Intern's assigned program shifts or ability to undertake the duties of the program, the District may no longer permit the individual to serve as part of this voluntary intern program.

2304.70 ASSIGNED PROGRAM SHIFT DUTY

2304.71 Volunteer Apparatus Operator Interns will be assigned to a forty-eight (48) hour shift (A, B or C), serving under the supervision of a paid Fire Captain, Fire Engineer or Relief Engineer year round, including weekends and holidays as they land on assigned shift days.

2304.72 Program participation requires that Volunteer Apparatus Operator Interns report and participate in their assigned shift except when attending classes or taking written, physical or oral tests for employment, at a regular paid fire department/district. Shifts will start at 0800 and end at 0800, forty-eight (48) hours after the beginning of said shift. Volunteer Apparatus Operator Interns shall reside at the station during their assigned shift.

2304.73 The Volunteer Apparatus Operator Interns will participate in work details that have been assigned to him/her by the Officer in charge of their assigned shift (Captain/Engineer/Relief Engineer). Program work tasks may include but not be limited to:

- a). Training, proficiency drills
- b). Station maintenance, cleaning
- c). Apparatus inspections, maintenance and cleaning

- d). Equipment inspections, testing, maintenance and cleaning
- e). Public education details
- f). Fire prevention details
- g). Hose and hydrant testing
- h). Physical fitness
- i). Emergency responses

2303.74 Volunteer Apparatus Operator Interns will be expected to be on time and participate in all assigned program shifts. Interns shall arrange for shift coverage, subject to Chief approval, if absent from assigned shift for any reason other than family emergencies, attending class, interview or job testing.

2304.75 The Program Coordinator shall maintain a Program Roster for Volunteer Apparatus Operator Intern participants. This roster, at a minimum, shall list the participant's name, address, social security number and telephone number, date of shift and signature of participant. The Fire Chief will approve the program roster and submit it to the General Manager.

2304.80 PROGRAM ACCOUNTABILITY

2304.81 The highest ranking Officer on duty and assigned to a shift schedule, will be assigned as the supervisor of the Volunteer Apparatus Operator Interns assigned to their shifts. It will be his/her responsibility to record and report on performance, attendance and punctuality. Reports will be forwarded to the Program Coordinator. Performance will be closely observed and a record maintained in the Daily Log Book. The Officer will be responsible to help with problems that may occur. The proper chain of command shall be followed for handling any problems or complaints. Any problems shall be handled, at the lowest possible level, prior to being brought to the attention of the Fire Chief.

2304.82 In the event of a problem, or complaint, the issue shall be submitted, in writing, to the shift supervisor. The shift supervisor will submit the issue to the Fire Chief, within ten (10) working days, if he/she cannot resolve the issue. The decision of the Fire Chief shall be final and binding.

2304.90 UNIFORM

2304.91 The District will provide NFPA compliant uniforms to each Volunteer Apparatus Operator Intern upon assignment to a particular shift. The uniform shall consist of the following clothing items:

- a). NFPA compliant pants
- b). Navy blue, button front, duty shirt
- c). Navy blue station tee shirt
- d). Black basket weave leather belt
- e). Badge
- f). Nametag
- g). After successful completion of six months probation, embroidered sweatshirt will be presented to Intern.

2304.92 It shall be the responsibility of the Volunteer Apparatus Operator Intern to procure the following items at his/her own expense:

- a). Cotton under-garments
- b). NFPA compliant station boots
- c). Personal hygiene products
- d). Bedding
- e). Other approved optional uniform items at Intern's discretion.
- f). Maintenance of uniform articles to keep in clean and neat condition.

2303.93 Volunteer Apparatus Operator Interns will be restricted from participating in fire prevention inspections and public education details until they have been issued an NFPA compliant uniform.

2304.100 SAFETY EQUIPMENT

2304.101 Volunteer Apparatus Operator Interns shall be issued the following safety equipment:

- a). STRUCTURE GEAR: Helmet, Jacket, Pants, Boots, Gloves, Suspenders, Hood, Flashlight.
- b). WILDLAND GEAR: Helmet, Jacket, Pants, Gloves, Headlamp, Fire Shelter, Web Gear, onetime \$200 Wildland approved boot allowance.
- c). MEDICAL GEAR: HEPA mask, Safety Glasses, pocket mask.
- d). COMMUNICATIONS EQUIPMENT: Pager, Charger.
- e). MISCELLANEOUS: Firefighter Bag.

2304.110 DRIVING PRIVILEGES

2304.111 Volunteer Apparatus Operator Interns must maintain a current CA Class B Driver's license or Firefighter Endorsement to CA Class C that is in good standing with a clean driving record.

2304.112 Volunteer Apparatus Operator Interns must show proof of personal vehicle insurance upon acceptance and during participation in program.

2304.113 Driving approval of Department vehicles will only be approved after Volunteer Apparatus Operator Intern has completed a drive test by Department Training Officer or Fire Chief's delegate.

2304.115 Code three driving will only be allowed once Volunteer Apparatus Operator Intern has completed Department-provided emergency vehicle operation training and successful passing of field test.

2304.120 PROGRAM WITHDRAWAL AND COMPLETION

2304.121 Participation in the Volunteer Apparatus Operator Internship Program is voluntary and participants may choose to withdraw from the program at any time. The District requests advanced written notification of all such withdrawals. The District reserves the right to not allow a Volunteer Apparatus Operator Intern to continue volunteering in the program at any time.

2304.122 All safety equipment, pagers, chargers, uniforms and/or other equipment issued to the Volunteer Apparatus Operator Intern by Twain Harte Fire & Rescue, shall be surrendered to their assigned shift supervisor or the Fire Chief, upon withdrawal, discontinuance or completion of the Volunteer Apparatus Operator Intern Program.

2304.123 A breach or violation of any of the rules, regulations, policies, conducts or program eligibility requirements are grounds for not allowing the Volunteer Apparatus Operator Intern to continue volunteering in the program. .

TWAIN HARTE COMMUNITY SERVICES DISTRICT VOLUNTEER INTERNSHIP AGREEMENT

It is hereby agreed between _____ (Volunteer Apparatus Operator Intern) and the Twain Harte Community Services District ("District") as follows:

1. Acceptance

The District accepts the Volunteer Apparatus Operator Intern named above as a volunteer firefighter/EMS responder member of the District and participant in the Volunteer Apparatus Operator Internship Program subject to the terms and conditions of this agreement.

2. Status as Volunteer Firefighter

Volunteer Apparatus Operator Intern understands and agrees to serve freely and without pressure or coercion as a volunteer firefighter for the District, without expectation of compensation for services or reimbursement for expenses, except for the nominal fees and reimbursements as provided in the Policy and Procedure Manual. Volunteer Apparatus Operator Intern also understands that their service as a volunteer firefighter is at the sole discretion of the District and is conditioned on the District's continued acceptance and agreement to allow them to serve as a volunteer firefighter. The Volunteer Apparatus Operator Intern can also end their service as a volunteer firefighter at any time.

4. Rules and Procedures

Volunteer Apparatus Operator Intern shall comply with all District rules, policies, and procedures, and with the terms and conditions of this agreement at all times. Non-compliance may subject Volunteer Apparatus Operator Intern to no longer be allowed by the District to participate as a volunteer firefighter. The District has the right to and may alter, amend, or in any way change the rules and procedures or any aspect of District operations at any time without prior notice to the Volunteer Apparatus Operator Intern.

5. Quarters

The District shall provide the Volunteer Apparatus Operator Intern with furnished living quarters to be shared with other intern, resident and volunteer personnel while on shift. The District will provide furnishings, all utilities, laundry facilities with washer and dryer, kitchen appliances, microwave, telephone service (local calls only), cleaning and maintenance supplies, and certain paper products (meals are not included). The quarters are provided pursuant to government functions essential to public safety, health, and welfare, for trained and qualified fire/EMS personnel to assure immediate response to emergencies.

6. Status of Quarters

The District shall retain custody and control of the resident quarters, which is public property subject to visitation and inspection by District personnel and shall establish

rules for its condition and use which shall be complied with by the Volunteer Firefighter Intern.

7. Performance and Duty Schedule

The Volunteer Apparatus Operator Intern understands and acknowledges that the essence of the Volunteer Apparatus Operator Internship Program is to maintain qualified firefighter/EMS personnel in the station for emergency response. Compliance with predetermined standards of training attendance, task performance abilities, alarm response, and maintenance of program participation requirements are reasonable and necessary.

VOLUNTEER APPARATUS OPERATOR INTERN

Signed: _____

Printed Name: _____ Date: _____

TWAIN HARTE COMMUNITY SERVICES DISTRICT

Signed: _____

Fire Chief (printed name): _____ Date: _____



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	08A	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	President and Board member reports.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item provides an opportunity for individual Board members to provide a verbal report of District-related activities undertaken in the previous month.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

None.

IRWM WAC & JPA Joint meeting 2/21/2024

1. Lewis there for the WAC portion of the meeting. He made good comments and asked good questions.
2. Presentation of “CA Watershed Resilience Program,” a plan developed by DWR and rolled out in December to:
 - a. “Holistically study, plan, and manage water from headwaters to groundwater to outflow, at a watershed scale.
 - b. Integrate and prioritize equity and inclusiveness.
 - c. Analyze climate vulnerabilities/risks and potential adaptations at the defined watershed scale.
 - d. Plan and collaborate across water supply, flood, groundwater, water quality, forest/fire, ecosystem, and land use sectors.
 - e. Develop and apply performance indicators and metrics to measure, track, and report on outcomes at the regional and statewide level.”
 - f. The plans/rules for it have not been completed yet, but the one main thing, as I see it, is that DWR will effectively eliminate grant funding and replace that with: **“Directed expenditures [that] are specific projects awarded funding at the discretion of the DWR Director outside of a public proposal solicitation process,”** or as Pete Kampa put it, “earmarks.” The public apparently had/has no public input period and there will be, as of now, little if any oversight. Other grants will continue to be available from other state and federal sources. It will also change—radically?—the functions of IRWMs and look at watersheds not just in our two counties, for example, but regionally from source counties, like ours, through the valley to the ocean.
3. There was a presentation by Debbie Franco, the former community and rural affairs advisor and local drought liaison in the California Governor's Office of Planning and Research who is now the Managing Director of the “Water Solutions Network,” an anonymously privately-funded nonprofit that is trying to create, “a diverse network choosing bold action to sustainably and equitably steward California’s lands and waters.” She talked about creating “relationships” with other entities on a regional basis (not unlike the above Watershed Resilience Program) so that we would have the “cell phone number” of other people and officials from here to the ocean. She is trying to set up a planning meeting sometime in May somewhere between here and Yosemite and invited the IRWM to participate, (In the subsequent JPA meeting we voted to send two people to that meeting.) As the IRWM facilitator put it, we have been trying to establish relationships with “downstream agencies” for years with no success and thus have nothing to lose. Frankly, it sounded to me a lot like Rodney King’s (“can’t we all just get along”) version of “kumbaya” with little prospect of accomplishing anything meaningful. I hope I’m wrong.
4. Finally, the JPA voted on officers for this year. I nominated TUD’s Ron Ringen to once again be chair. In retribution, he nominated me to be vice chair. I told him not to miss any meetings.



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	08B	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Fire Chief's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item includes a written and verbal report from the Fire Chief regarding general operations of the District's Fire Division over the previous month.

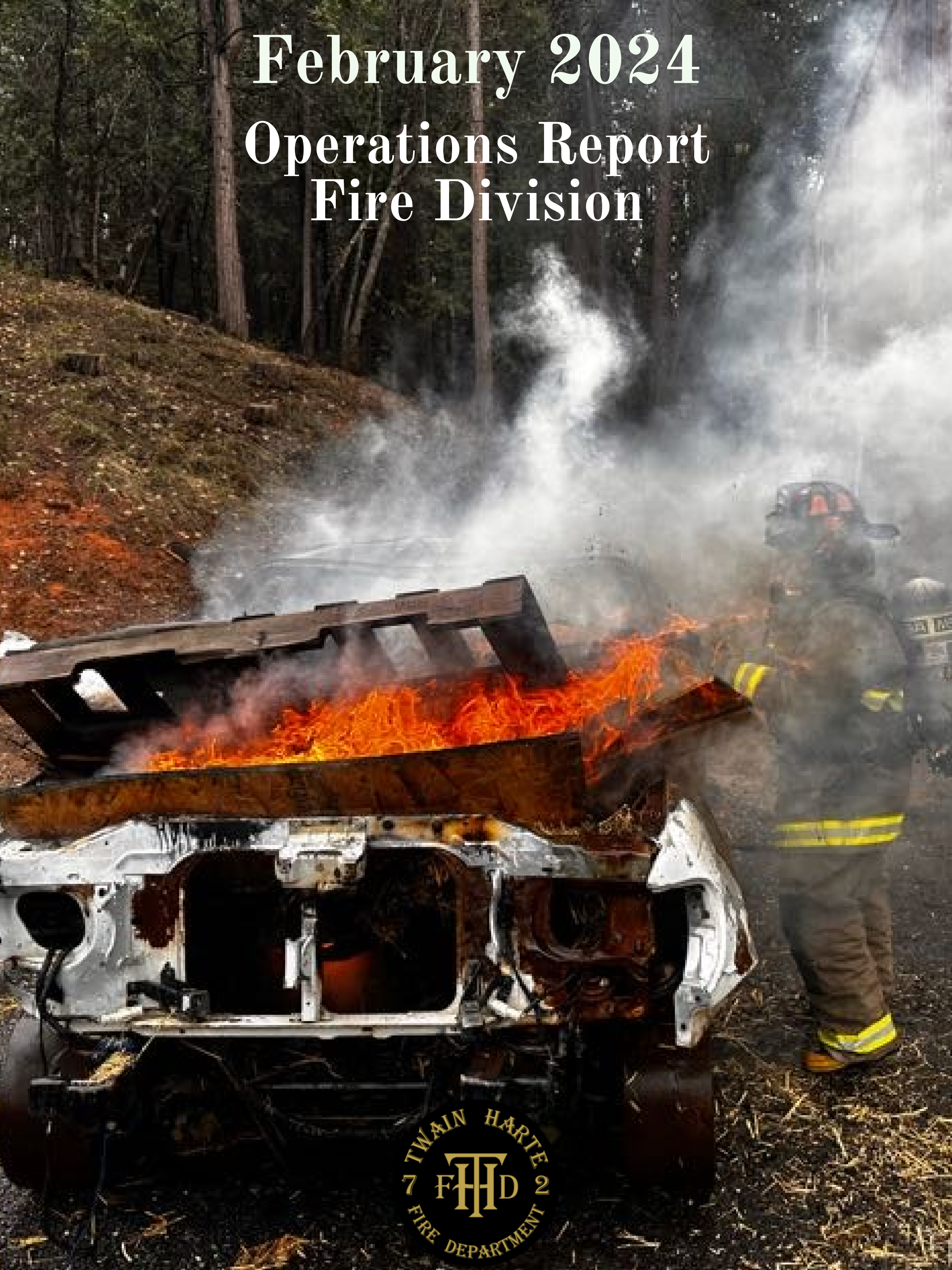
FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Fire Operations Report
- CERT Monthly Newsletter

February 2024 Operations Report Fire Division



STAFFING

Full-Time Captains-3

Intern Operators-3

Relief Captains-4

Reserve Firefighters-4

Intern Firefighters-2





**Congratulations to Intern Operator Gage
Pankey on passing his EMT exam.**



February Training Hours-310



February Training Hours-310

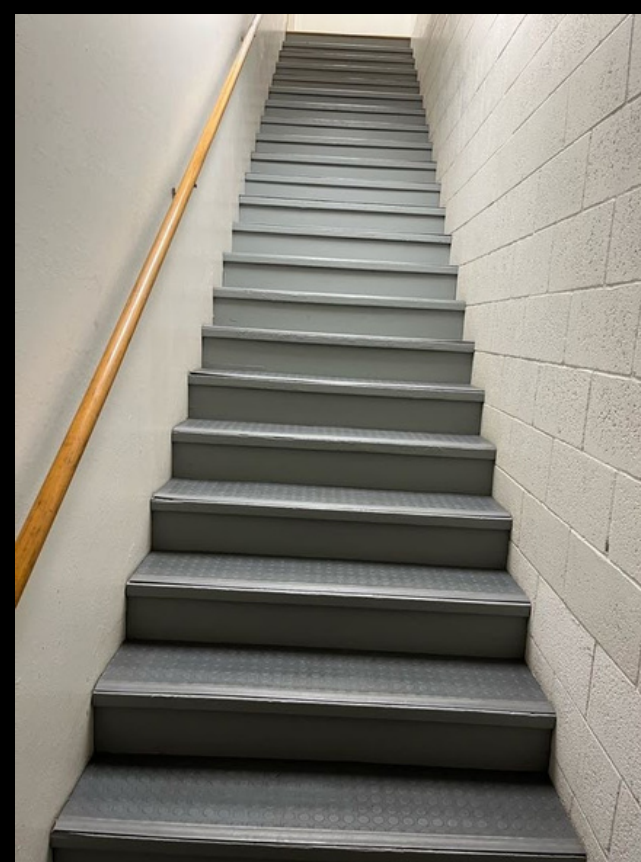


All shifts have been putting in the hours on their shift-level training.

- **Captain Dixon and crew built a Denver prop for an upcoming Firefighter survival class THFD is hosting.**
- **Two members of THFD took a Heavy Equipment Boss class provided by Cal Fire.**

Facilities

Captain Slater and his crew have completed annual station maintenance projects and touch-up painting.



Thank you to Captain Slater and Intern Operator Hart McNeal for installing the new blinds in the community center.



Deployments



The THFD was involved in two in-county OES Strike Team deployments for storm preparedness. THFD provided one type three engine and one strike team leader.



February Responses-26



TWAIN HARLE 723

THFD INCIDENT STATISTICS

February 2024



EMS Incidents-17



Fires -2



Good Intent-4



False Alarms 3

Responses by District

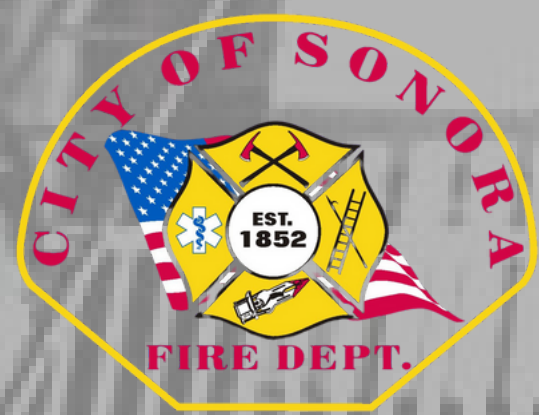
January 2024



Twain Harte District 70%



Tuolumne County Fire-29%



City of Sonora Fire 1%



SERVING OUR COMMUNITY

MONTHLY UPDATE

February 2024

PIO: Leo Marroquin
Editor: Carol Hallett
Proof reader: Lise Lemonnier

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NOTES FROM THE PROGRAM MANAGER

by Carol Hallett



February is usually a sweet month with gifts of chocolate, flowers, and dinner with your sweetheart (February 14th) but this year I feel like it was a bitter sweet month. It was cold, wet and white so many of our projects got put to the side for a while.

A bitter sweet moment was, Mary Schreiner taking a back seat but then Leo Marroquin stepped up... sweet! Another bitter sweet moment was loosing the FF Rehab vehicle but the team pulled together to make the transition and come up with plan B... sweet! It was a lot of work to put on our training this month (Margaret Lawrence is amazing) and then the local firefighters showed up to support, very sweet!

Throughout this news letter you will read about the sweet and bitter sweet moments that we have had this month. Our team are busy bees that work so well together, it is a sweet vision. You will see them everywhere.

They definitely know how to make lemonade out of lemons.



We hope you enjoy this month's issue. Our goal is to provide information to the community, focusing on preparedness, safety and health. If you have a suggestion for future articles, please contact: twainhartecert@gmail.com for consideration of the topic by the board.

TWAIN HARTE FIRE DEPARTMENT CORNER

by Neil Gamez, THFD Fire Chief

200 TRAINING HOURS

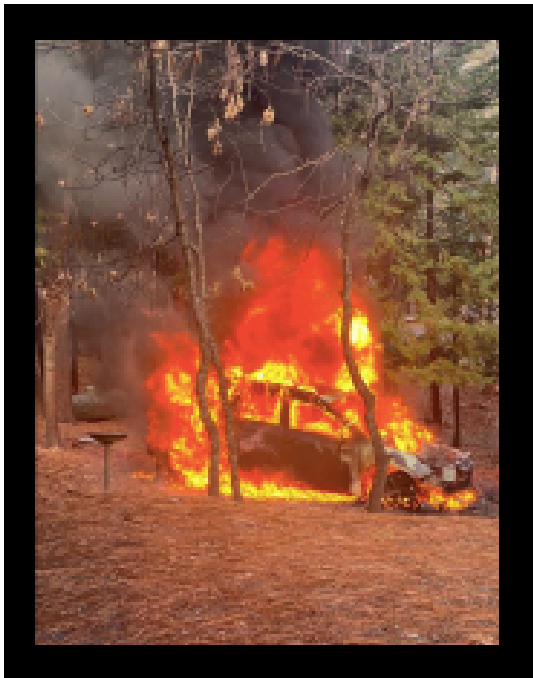


THFD STAFF

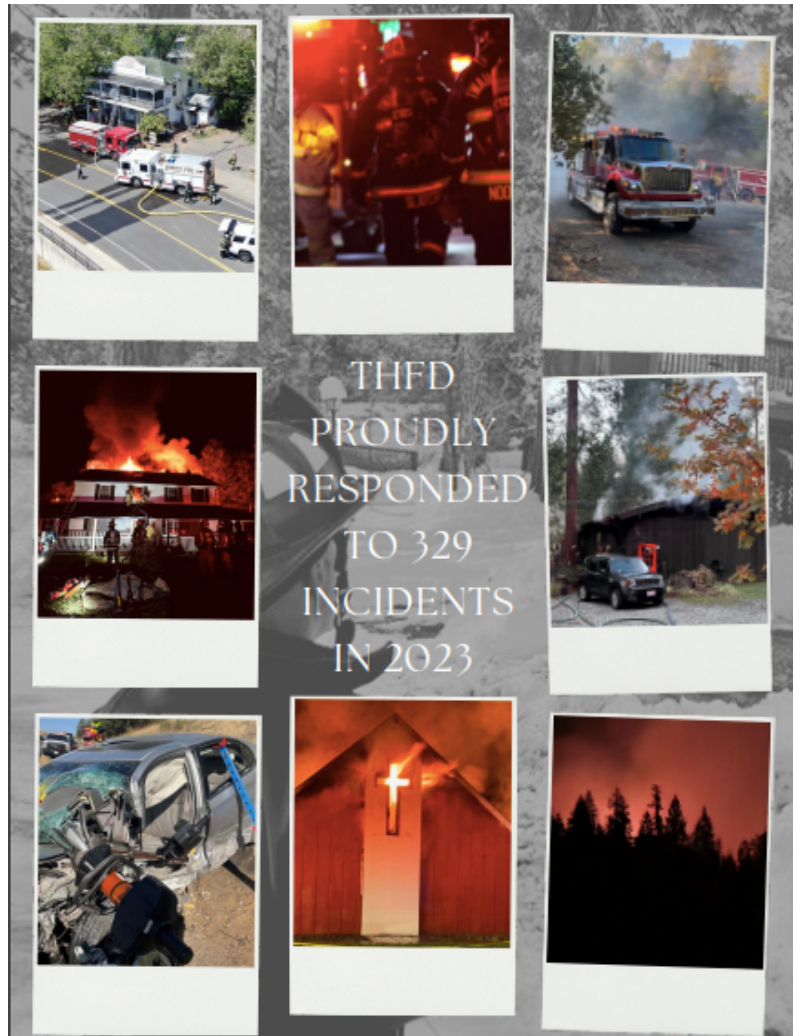
- Full Time Chief - 1
- Full Time Captains - 3
- Seasonal Engineers - 3
- Relief Captains - 4
- Reserve Firefighters - 4
- Intern Firefighters - 2



24 RESPONSES



E-721, and C-720 responded to a vehicle fire in the cedar ridge area.



THFD
PROUDLY
RESPONDED
TO 329
INCIDENTS
IN 2023

THCSD GENERAL MANAGER REPORT

by Tom Trott, THCSD General Manager



GM REPORT

February 14, 2024

ADMIN ACTIVITIES

- THCSD Median Household Income Survey
- Transition from Physical Server to Cloud Server
- Implementation of New Water & Sewer Rates
- Senior Project and Eagle Scout Project Coordination
- Operator 1 Recruitment
- Personnel Policy Manual Review
- FEMA Storm Damage Reimbursement Coordination

MEETINGS OF INTEREST

- 1/19 County Drought Task Force
- 1/24 Community Center ADA Parking Design
- 1/25 FEMA Storm Grant Coordination
- 1/31 CSDA ChatGPT Training
- 2/1 County Drought Resiliency Plan

CAPITAL PROJECTS

Motor Control Center (MCC) Upgrade

Budget: \$185,000

Construction submittals to replace the MCC at the water treatment plant are finalized. After manufacturing delays, we anticipate construction in March/April during low water demand months.

Twain Harte Meadows Park

Budget: \$3,000,000

The majority of grading and underground utilities for the new, grant-funded community park is complete, as well as the pavilion foundation and some planting. Planting, pavilion and underground work will continue this month dependent on weather. Project completion is anticipated in early fall 2024.

Million Gallon Tank #2 Rehabilitation

Budget: \$1,275,000

All major work for this grant-funded project is complete.

Tennis/Pickleball Court Improvements

Budget: \$310,000

Construction of pickleball courts expansion using a sport grid surface and tennis court resurfacing with clay is anticipated in late spring/early summer 2024.

Community Center Improvements

Budget: \$74,000 Fire / \$74,000 Park

Kitchen remodel, ADA bathrooms, flooring and exterior repaint is complete. Front doors and entryway redesigned to meet ADA requirements. Parking lot is anticipated to be complete by spring.

PLANNING PROJECTS

Water System Evaluation/Analysis

Budget: \$777,151

Hydraulic model, water loss analysis, condition assessment and identification of priority capital projects is complete. Design of Sherwood Forest water lines replacement is almost 90% complete.

FUNDING OPPORTUNITIES

SONORA AREA FOUNDATION GRANT - \$15,000
Pickleball Expansion Project / AWARDED

TECHNICAL ASSISTANCE GRANT - \$24,000
Median Household Income Survey / AWARDED

PROP 1 STORMWATER GRANT - \$1.75M
TH Meadows Park / AWARDED

STATE REVOLVING FUND - \$4.5M
TH Pipeline Project / Award: Spring 2024

MULTI-BENEFIT DROUGHT GRANT - \$1.275M
MG Tank #2 Rehab / AWARDED

PROP 68 RURAL RECREATION - \$1.25M
TH Meadows Park / AWARDED

PROP 68 PER CAPITA - \$178K
Tennis & Pickleball Improvements / AWARDED

To learn more details, join us at our monthly THCSD board meetings.

TWAIN HARTE MEADOWS PARK UPDATE

by Kim Silva, THCS D, Administrative Coordinator



We've hit the ground running in the new year and have made some great progress on the Twain Harte Meadows Park Project since breaking ground back in September. Thanks to a mild fall and the late arrival of winter here in Twain Harte, construction at the park site is ongoing. Lead contractor Njirich and Sons, along with the help of two other local contractors-Roberson Construction and Watershed Progressive, have made continual progress at the park site, which includes the following:



- Topsoil deliveries with spreading and grading
- Foundation construction for the pavilion
- Underground utilities-water, sewer, and power
- Restroom building foundation
- Planting of some trees and bushes
- Installation of one rainwater collection tank
- Grading of all basins and bioswales



Construction will continue through the winter as long as the weather remains cooperative. Pavilion construction and planting will likely be on and off through this winter and should be complete in late spring when the restrooms will be set. We are planning for the park to be open in early fall 2024, but if all goes well, we are hopeful that it may be open this coming summer.

As a reminder, we maintain an email list of community members who want to be involved in this great community project and will be sending out regular updates as construction progresses. There will also be opportunities for community involvement with planting activities and opportunities to learn about the different types of stormwater management included in the park. These management practices are simple and can be implemented on your own property to save water, reduce erosion, improve fire safety and improving water quality in Twain Harte. If you are interested in being included in these updates and activities, please email THCS D at info@twainartecsd.com.



A glimpse at the planting and boulder placement



Underground utility installation

ADIOS TO FIREFIGHTER REHAB TRUCK

by Mike Mandell, Team Leader

I usually think of Carol as a pretty tough cookie but saying good-bye to the Firefighter Rehab (FF-Rehab) vehicle showed a different side of her.



One of the first goals of the founding members of Twain Harte Area Community Emergency Response Team (THA-CERT) was to purchase a vehicle for FF-Rehab. Soon after the first basic training class in April 2014 the team went to Copperopolis to have training on FF-Rehab and saw their vehicle, which was all it took.

The team worked hard to do fundraising and donations from local organizations to get not only the items needed to do proper FF-Rehab but also stocked away funds to purchase a vehicle of our own. Since we were just starting up our organization there were many items that were needed so it took about six years to have the funds to purchase it. Then there was the challenge of finding one.

Terry Northcutt came to the rescue and help by sharing with us where out of service vehicles could be purchased. He helped negotiate the price and had one of his associates deliver the vehicle from Florida to California. This had its challenges too since it was during 2020 and people were hesitant to cross state lines but one day the driver just said, "I am on my way!"



When the vehicle finally arrived Carol was ecstatic...she even hugged the front of the vehicle to welcome it to Tuolumne County. The vehicle looked great both inside and out. Terry & Dave (Hallett) looked underneath and saw rust but that was to be expected since it came from the east coast. They replaced the oil and filters and greased up everything that they could.



We had a mechanic come and check it out and it got an "A OK". The vehicle was ready to be deployed. Vince Carini at the encouragement of Randie Revilla worked his magic on the electrical components making sure we had lighting, air conditioning and fuses.

Over the past almost four years we have made good use of the vehicle. We have been deployed to help our firefighters on a number of fire calls. We have been utilized by Columbia College for the twice a year training for the academy students where we did rehab for them and the instructors. We have had the vehicle in parades and sitting at events such as the Sheriff Nation Night Out to promote CERT as well as describe what FF-Rehab is and how valuable it is for the health of our firefighters.

Having a vehicle has made it much easier on the team to perform the function since it is always ready to go but we got some really bad news.

During our monthly inspections we noticed little things happening like we could not lock or unlock several doors. The hidden unlock switch was no longer working... and then the vehicle would not start. After having 2 different mechanics, each very knowledgeable with International Trucks and diesel engines, told us that the vehicle was going to be a money pit. It cost close to \$800 to get that news. And they said that even after several thousands of dollars there was no guarantee that the truck would be reliable for us. We are a non-profit with no real income so we had to make the hard decision to let the vehicle go. Our bad news becomes someone else's good news.

Carol and I met with Chief Gamez to discuss our options. The Chief told us about a firehouse in Mexico that saw our vehicle once and asked that if we were every to get rid

ADIOS TO FIREFIGHTER REHAP TRUCK...

of it they would love it! As it turns out they have the facility, the knowledge and the capability to redo the wiring harness, replace rusted out parts and make an entire undercarriage if needed. We will be donating our vehicle to them, which is bitter sweet... we loose our vehicle but at least we know that it will be fixed and used to help others.



Carol (Prog Mgr), Mike (Team Leader), & Randie (Unit Leader)

As we all say good-bye to our FF-Rehab vehicle I can see that the vehicle leaving is hitting Carol pretty hard. I am sure she is thinking about the last decade of hard work, the volunteers that have passed through the organization and the people that have supported us along the way. As for me, I am sorry to see it go too. I liked driving the old International.

That all said we are already regrouped and ready to support our firefighters for rehab when we are called upon. Carol does not let any moss grow she had a plan before we knew which road we were going down. It will be a little more work to deploy but our team is trained and ready to do whatever it takes. We will be looking for a replacement vehicle but this time we will look locally so we won't have to worry about rust problems.



Carol Hallett, Bob Wagner, Randie Revilla, Mary Schreiner, John Buckingham, Linda Postma, Bob Schreiner, Mike Mandell, and Lise Lemonnier salute good-bye

FIELD DRESSING

by Mary Schreiner, CERT volunteer



We gathered at Vantage Point to say good-bye to our beloved firefighter rehab vehicle when Carol Hallett noticed that John Buckingham was bleeding, he had a cut on his hand. Without hesitation she opened her car, unzipped her CERT backpack and performed medical attention to the wound. Carol has gone through the CERT medical training during our basic training class and was able to utilized her training in the field.



Using proper protocol, Carol asked John if she could take care of his scratch and he was willing participant. She cleaned it and bandaged it in a matter of minutes. She even offered to clean the blood off his face.

You can learn all of this and more in our CERT Basic Training Academy in April. You never know when you will need the skills. It sure comes in handy!



FIREFIGHTER REHAB TRAINING

by Margaret Lawrence, Training Officer



What a great training we had this month. Twenty-five people attended the FEMA Firefighter Rehab training. Thank you to all the awesome volunteers that gave their time to train us in this invaluable process. We also were so pleased to have both THFD & CAL FIRE crews in attendance.

Carol Hallett opened the training with an overview of what we were going to learn and why it's so important. But before she got talking she introduced Battalion Chief Bill Barteau. He thanked us all for being at the training and expressed his appreciation for the program that helps our firefighters stay safe while they are protecting us and our property.



Deborah Ambrose, a flight nurse with PHI talked about the physiological threats to firefighters, what we need to watch out for to keep them safe.



Next, Firefighter, Jesse McNeal with Twain Harte Fire gave a demonstration on all the gear they wear. Wow, that stuff is heavy, but they need it all to ensure their protection while fighting fires.



THFD Chief Gamez walked us through an incident scene. He also had us do an activity. Since we had 2 fire trucks in attendance we went out and had a tour of the equipment, what a great opportunity. Then Randie Revilla talked about the stations in the Rehab Area. Carol then shared what is involved in the Rehab process to keep our firefighters safe.

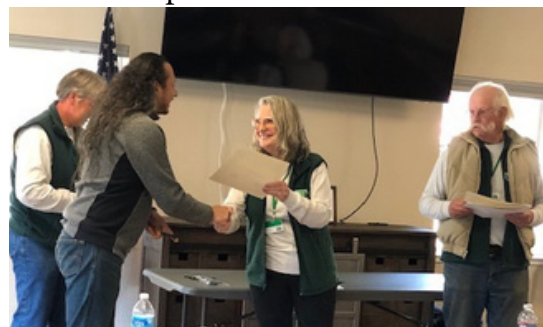


Lise Lemonnier and Mike Mandell wrapped up the training with a valuable hands-on practice session of everything that is involved in the rehab process from set up, checking firefighters into the rehab unit, taking vitals and sending them back out to the fire.

That four hours just flew by culminating with certificates for each student. It was made even more special since we had the input from our local firefighters shared experiences.

We have some exciting trainings coming up...for details see flyers later in this newsletter.

Now we have more trained Firefighter Rehab volunteers to support our community and our first responders.



- Fire Behavior with Chief Gamez on March 30
- CERT Basic Training on April 19, 20 and 21 here in Twain Harte

INTRODUCING OUR NEW PIO

by Carol Hallett, Program Manager

His name is Leo Marroquin. He saw the opportunity to help, he reached out and after talking with him for a while I knew he could and would make a difference for our team.



His background has been an interesting and varied path to get here. His education is in marine biology, but never did anything in that field. He worked as a paralegal for Friend & Walton, LLC. in the Modesto area for eighteen years. Twelve years ago, he decided to move to Tuolumne County to give mountain living a try for maybe a year. He figured that he would either learn to slow down or leave because he was bored. He found a great balance and is living happily ever after in the mountains.

When he first arrived, he started working for Black Oak Casino as a bartender and worked up the ranks into Marketing and stayed there for the next eight and a half years. This was a great job because he could utilize his artistic side, his background in Graphic Design and convert that to marketing. He obviously enjoyed the work because he stayed for over eight years.



Next, he decided that he wanted to try something new that would allow him to give back to the community. He soon found an opportunity working as the HICAP (Health Insurance Counseling & Advocacy Program) Volunteer Coordinator at Area 12 Agency on Aging, a public services organization for older adults. He has now worked at Area 12 for two and a half years. This has given him the opportunity to use his skills in marketing, artistic vision and working with volunteers. Loving it!

Leo looks for opportunities to do things for the community. His artistic nature allows him to see things in an inspiring way. Work and community involvement are a conduit to being involved in things that could make him happy in his career and as a volunteer.

Leo is a very imaginative guy and sees things from a visual perspective. He has already introduced some great and new ideas for Twain Harte Area CERT. I am proud to have him on our team as our new Public Information Officer (PIO).

TAXING TIMES, THESE!

by Bob Wagner, Finance Officer



Are you joining the kids as they tromp through the puddles? Or do you tromp through your own? Those were the days, eh?



Me? I'm working on closing the books on 2023 and getting ready for the "tax man". Yes, I find having my work reviewed by a set of "disinterested eyes" beneficial. It also provides the opportunity to discuss any changes that may provide better information for the same or less effort going forward. Bigger is not always better, but more for less - that I can get behind. Having trouble gathering all the necessary paperwork? Step back, take a deep breath, maybe two, review the difficulties. What was/were the cause/s? What needs to change? Make it so. Progress. Yes, it is tax season... Keep breathing!



SuperMoist Cornbread

 8-10 people  10 min prep
350 degree oven
25-35 min bake

INGREDIENTS

- 1 box Jiffy Corn Muffin Mix
- 1 box Super Moist Yellow Cake Mix
- All ingredients listed on both boxes



DIRECTIONS

1. In a large bowl, stir together all the ingredients for the Corn Muffin Mix.
2. Add in all the ingredients for the Yellow cake mix
3. Stir together until well mixed, do not over mix
4. Prepare an 9x11" pan (I like to use glass so you can see the sides brown)
5. Pour mixture into pan
6. Bake 350 for approx. 25 minutes or when the bread is golden brown and a toothpick comes out clean.
7. Cut into squares and serve warm.

NOTES

This corn bread is moist, sweet and delicious. Cover leftovers, warms up nicely the next couple of nights. The best cornbread every!



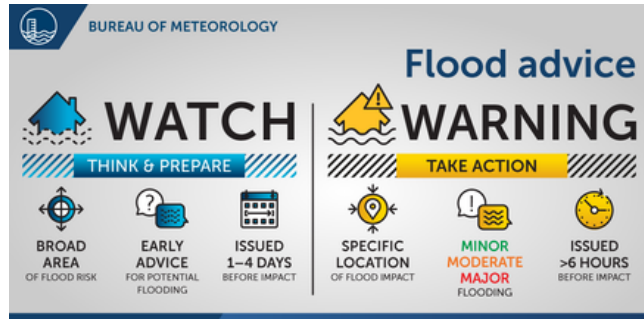
Recipe shared by: Grandma Betty

SPRING MELT, CAN CAUSE FLOODING

by John Buckingham, Safety Officer



Flooding is a temporary overflow of water onto land that is normally dry. Floods are the most common disaster in the United States. Failing to evacuate flooded areas or entering flood waters can lead to injury or death.



Floods may:

- Result from rain, snow, coastal storms, storm surges and overflows of dams and other water systems.
- Develop slowly or quickly. Flash floods can come with no warning.
- Cause outages, disrupt transportation, damage buildings and create landslides.

If you are in a flood area or you are concerned you can learn how to prepare, what to do during and after a flood by going to: [ready.gov/floods](https://www.ready.gov/floods)

Spring is a beautiful time of year, enjoy it safely!

BUILDING TRAINING PROP

by Bob Schreiner, Logistics Section Chief



We are in and out of the THFD station quiet a bit and one of the times I was there I was intrigued by a project the team was working on, a Denver Prop. The on duty crew explained that they were building this prop for their training.

The training prop is designed after the actual dimensions of the confined area that claimed 16 year veteran fire fighter Mark Langvardt's life in 1992. Specifically, it is a 'hallway' 28" wide, 8' long with a window at one end that is 20" wide by 28" high and the sill is 42" from the floor.



Aaron & Drew A Crew

The drill is that two firefighters must enter the area to rescue the victim. Firefighter One checks for solid flooring from outside the window with a Halligan tool. Discarding the tool outside, the firefighter moves through the window head first and crawls over the victim to the victim's feet.

I think it is cool that they honor the fallen firefighter by understanding the problem, building the prop and learning how to escape.

WHERE DOES THE TIME GO?

by Lise Lemonnier, Planning Section Chief

The total THA-CERT volunteer hours for February are:

Administration =	231
Training =	115
Deployment =	0
Total hours =	346



WHAT'S NEXT?

Events

Visit Tuolumne County:

<https://www.visittuolumne.com/events>

Twain Harte Chamber of Commerce:

<https://www.twainhartecc.com/events>

Save The Date!



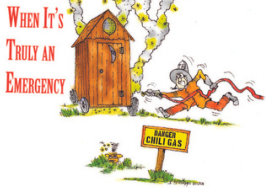
PRESENTS



THE WORLD CLASS TWIN HARTE OUTHOUSE RACES

June 1, 2024

Parade at 9:00 AM - Race 10:00 AM to 4:00 PM
Eproson Park, Twain Harte, CA
(AKA "Flushing Downs")



Firefighter Challenge-Perpetual Trophy
Wine, Beer & Margaritas
Local Food Vendors
Craft Vendors
Tot Pot Races

For more information:
twainhartecert@gmail.com
(209) 481-5790

For vendor information:
mountainmeadowproductions@gmail.com

This fundraiser benefits: Twain Harte Volunteer Fire Department (THVFD) & THA-CERT.

If you want to race, contact us and we will get you the rules and specifications for building an Outhouse or go to:

<https://www.twainhartecsd.com/twain-harte-outhouse-race-2024>

Who Let The Dogs Out ... In Twain Harte?

- Dog Parade & Family Day -

Saturday, April 20th
Downtown Twain Harte

Registration at 10:00AM Parade Starts at 11:00AM



Activities at Pawticipating businesses to follow
For more details visit www.twainhartecc.com

Sponsored by The Twain Harte Area Chamber of Commerce
All proceeds from pawticipation benefit local animal shelters

Meetings

THCSD Board Meeting, 22912 Vantage Point, TH
<https://www.twainhartecsd.com/board-meetings>
Wednesday, March 13, 2024 9:00 am



Training

Fire Behavior Training

with the Twain Harte Fire Department

Date: 03/30/2024

Time: 09:00-12:00pm

Location: 22912 Vantage Point, Twain Harte
at the Twain Harte Community Services District Office



Learn how understanding fire behavior could save your life and your families.

Chief Neil Gamez and his crew will instruct us on:

- Fundamentals of fire behavior and how to stay safe.
- Hands on experience on how to effectively and safely use a fire extinguisher to put out a fire
- Learn about wildfire risks living in Tuolumne County and what we can do to lessen these risks
- And so much more...



This class is open to all. If you know you can attend RSVP for planning purposes:
twainhartecert@gmail.com

Printing generously donated by:



Mark your calendar

Tuolumne County Wildfire Preparedness Town Hall
Saturday April 6th, 2024
9:00am-2:00pm
Mother Lode Fairgrounds
Sierra Building

CERT BASIC TRAINING

The CERT Basic Training Academy is only offered by THA-CERT once a year. Mark your calendar for April 19, 20 & 21, 2024. More details will be available next month.



Join the weekly:
Twain Harte Neighborhood
Radio Watch
Wed: 7:00 PM Sun: 9:00 AM
FRSM: ch 18



THA-CERT & Fire Association Board Meeting
Community Center, 18775 Manzanita Dr, TH
Thursday, March 7, 2024 9:30 am



CERT Basic Training

Are you ready to help yourself, your family, and your neighbors when a disaster happens?

With the cooperation of the Twain Harte Fire Department we offer an opportunity for you to attend a Community Emergency Response Team (CERT) Basic training academy. This is a 20-hour training course that will include both classroom instruction and hands-on training. The trainers are subject matter experts.

Training Includes:

- Personal Preparedness
- Organizing Resources
- Fire Safety/Utility Controls
- Basic Medical Operations
- Light Search & Rescue
- Basic Damage Assessment
- Final Simulation Drill

Printing generously
donated by



When?

April 19, 2024 1630-2030
(4:30 pm to 8:30 pm)

April 20, 2024 0900-1700
(9 am to 5 pm)

April 21, 2024 0900-1700
(9 am to 5 pm)

Where?

Day 1 & 2

18775 Manzanita Dr
Twain Harte
(TH Community Center)

Day 3

22192 Vantage Pointe Dr
Twain Harte
(THCSD Offices)

To register:

RSVP required

twainhartecert@gmail.com



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	08C	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Operations Manager's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None

SUMMARY:

This item includes a written and verbal report from the Operations Manager regarding general operations of the District's Operations Division over the previous month. The Operations Division is responsible for water, sewer, and parks and recreations services.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Operations Manager Report

TWAIN HARTE CSD OPERATIONS REPORT

WATER/SEWER/PARK
DIVISION

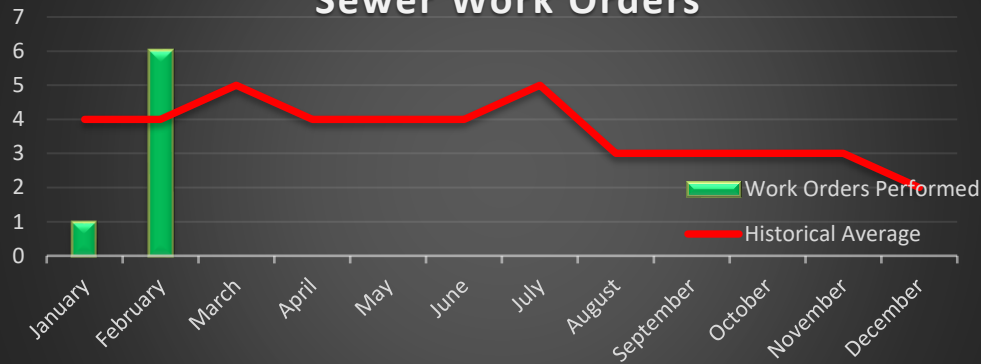
FEBRUARY 2024



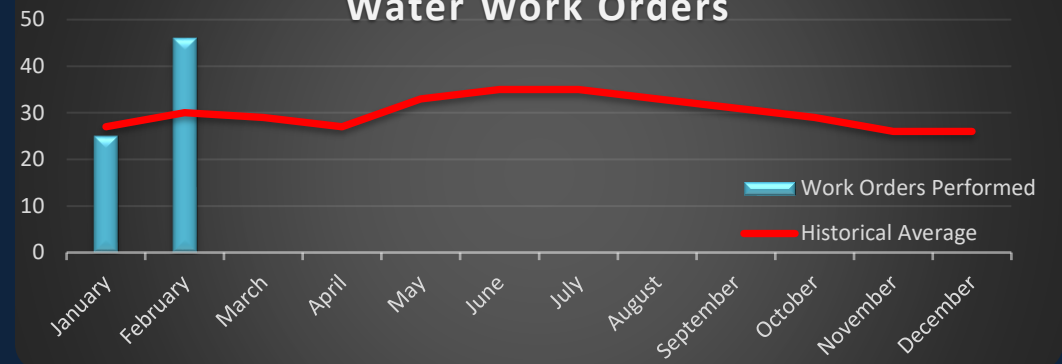
WATER & SEWER STATISTICS



Sewer Work Orders

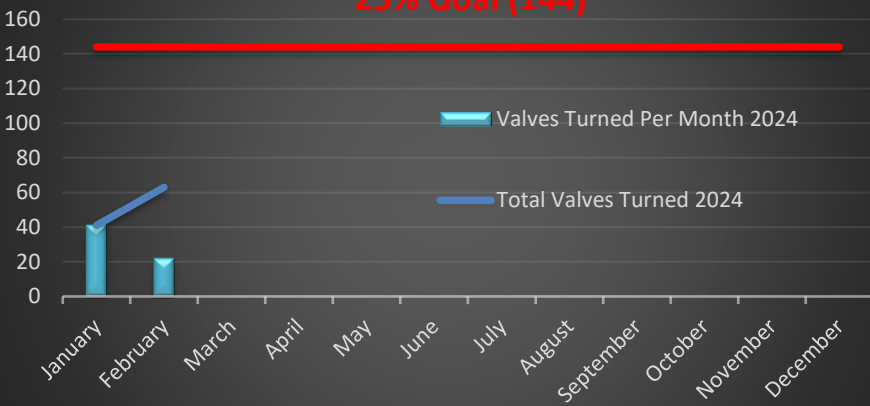


Water Work Orders



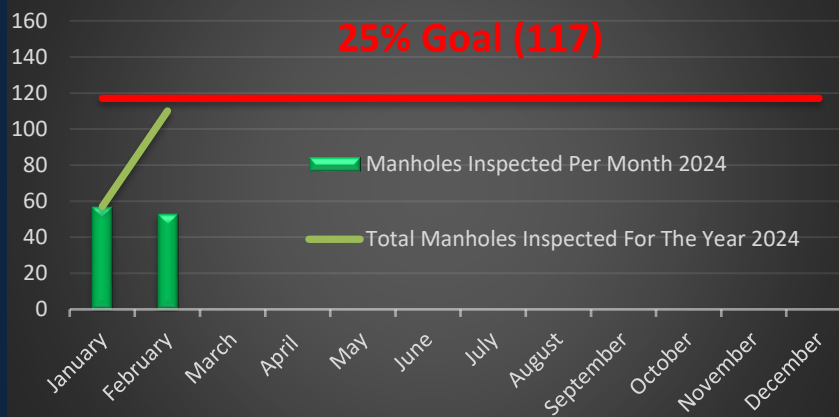
Valve Exercising

25% Goal (144)



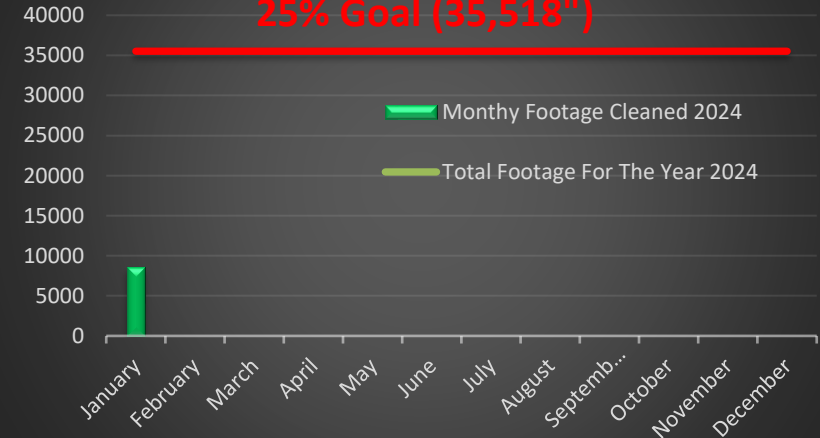
Manhole Inspections

25% Goal (117)

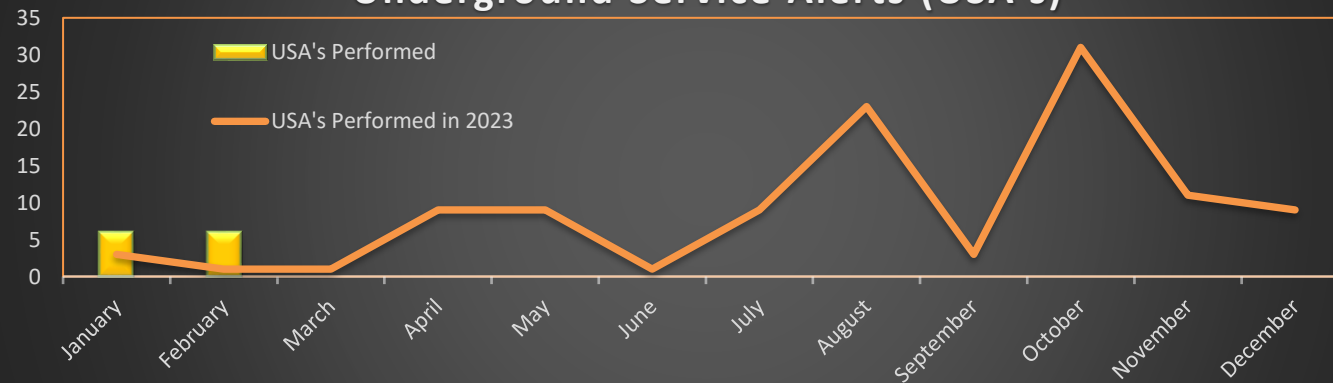


Sewer Cleaning

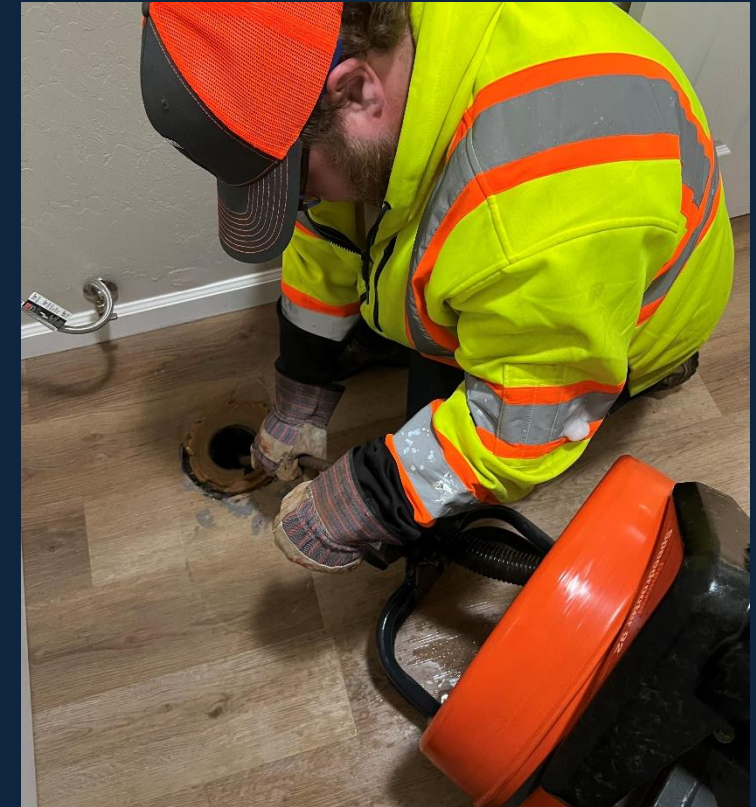
25% Goal (35,518")



Underground Service Alerts (USA's)



ITEMS OF NOTE



Top Left: Surprise winter storm in early February knocked a tree onto the Laurel Pumphouse.

Top Center: Service line repair on Holly

Top Right: Unclogging a blockage at the Community Center

Left: The ballfield is in the process to be ready for Spring Training

Right: Sewer cleaning on Golf Club during our hands on portion of employee interviews. Two are entering probation.



WATER PRODUCTION TOTALS

Year: 2024

Month	SWTP Treatment Plant (Gal)	Well #1 (Gal)	Well #2 (Gal)	Well #3 (Gal)	Total Recycled (Gal)	Total Production (Gal)	2013 Total Production (Gal)	Decrease in Demand (%)	Rain (inches)	Snow (inches)
Jan	6,069,877	0	0	0	467,389	6,069,877	8,304,262	26.91%	9.18	4
Feb	4,711,186	850,253	0	0	463,285	5,561,439	5,836,362	4.71%	12.33	11
Mar						0				
Apr						0				
May						0				
Jun						0				
Jul						0				
Aug						0				
Sep						0				
Oct						0				
Nov						0				
Dec						0				
Total	10,781,063	850,253	0	0	930,674	11,631,316	14,140,624	17.75%	21.51	15



Board Meeting Agenda Item Summary

March 13, 2024

ITEM #:	08D	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	General Manager's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item includes a written and verbal report from the General Manager regarding overall District operations and operations of the District's Administration Division over the previous month.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- General Manager's Report

GM REPORT

March 13, 2024



ADMIN ACTIVITIES

- THCSO Median Household Income Survey
- Operator 1 Recruitment and Hiring
- TH Meadows Park Construction Management
- Senior Project and Eagle Scout Project Coordination
- Parking Lot and Pickleball Project Management
- Grant Management – Prop 1 and Prop 68
- FEMA Storm Damage Reimbursement Coordination

CAPITAL PROJECTS

Twain Harte Meadows Park

Budget: \$3,000,000

The majority of grading for the new, grant-funded community park is complete, as well as the pavilion and restroom foundations and some planting. The restroom is anticipated to be set this month. Planting and bioswale cobbling will continue if weather allows. Project completion is anticipated in early fall 2024.

Tennis/Pickleball Court Improvements

Budget: \$310,000

The sport grid surface for the pickleball courts expansion has been ordered and construction is anticipated in late spring. Coordination and contracting for the tennis court improvements is underway and construction to convert the tennis courts to a hybrid clay surface is anticipated in early summer.

Community Center Improvements

Budget: \$74,000 Fire / \$74,000 Park

Kitchen remodel, ADA bathrooms, flooring and exterior repaint is complete. Work to construct a concrete ADA parking space, path, and entryway has begun and will be complete this month. Front doors and signage will also be replaced in the next two months. Parking lot paving is anticipated to be complete by late spring.

Motor Control Center (MCC) Upgrade

Budget: \$185,000

Construction submittals to replace the MCC at the water treatment plant are finalized. Manufacturing delays have pushed construction out until the next low water demand month in September.

MEETINGS OF INTEREST

- 2/15 Office Parking Lot Stormwater Project
- 2/16 Board Orientation Facilities Tour
- 2/21 Integrated Regional Water Management
- 2/23 FEMA Storm Grant Coordination
- 2/29 County OES Storm Coordination

PLANNING PROJECTS

Water System Evaluation/Analysis

Budget: \$777,151

Hydraulic model, water loss analysis, condition assessment and identification of priority capital projects is complete. Design of Sherwood Forest water lines replacement is 90% complete.

FUNDING OPPORTUNITIES

SRF / BUDGET EARMARK - \$4.5M

TH Sewerline Project / Award: Summer 2024

BUDGET EARMARK - \$15,000

Sherwood Forest Water / Award: Summer 2024

ASSISTANCE TO FIREFIGHTERS GRANT - \$75,000

Structural Fire Turnouts / Award: Fall 2024

TECHNICAL ASSISTANCE GRANT - \$24,000

Median Household Income Survey / AWARDED

PROP 1 STORMWATER GRANT - \$1.75M

TH Meadows Park / AWARDED

PROP 68 RURAL RECREATION - \$1.25M

TH Meadows Park / AWARDED

PROP 68 PER CAPITA - \$178K

Tennis & Pickleball Improvements / AWARDED